CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Revised** Proclamation **20-25.14**, dated **July 1**, **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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first.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waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.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 **August 16**, **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 187 076 5568 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 5:00 p.m. on Monday, August 16, 2021, and will close at 6:00 p.m. At 6:00 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 Legislative Session unless the meeting lasts past 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: https://forms.gle/WtfGZ3HqQuXCipcX9. The form will open at 5:00 p.m. on Monday, August 16, and will close at 6:00 p.m. Instructions for participating are available on the form. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

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 2.2OPEN 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 & GENDA

MEETING OF MONDAY, AUGUST 16, 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 August 16, 2021:

User Name: COS Guest Password: 9mZFEEIm

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 from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

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

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

BRIEFING SESSION

(3:30 p.m.) (Council Chambers Lower Level of City Hall) (No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

1.	Value Blanket Renewal with Keller Supply Co. (Spokane, WA) for backflow prevention devices for	Approve
	final annual term—estimated annual cost \$162,500 (incl. tax).	
	Loren Searl	

2. Low Bids of:

> All a. Shamrock Paving, Inc. for 2021 Residential Grind & Overlay Projects - South-\$1,485,000 An administrative reserve of \$148,500, which is 10% of the contract price, will be set aside. (Cliff Cannon, Manito/Cannon Hill and Comstock Neighborhoods)

b. LaRiviere Inc. (Rathdrum, ID) for the North River Drive Sidewalk-\$1,028,674. An administrative reserve of \$102,867.40, which is 10% of the contract price, will be set aside. (Riverside Neighborhood)

Dan Buller

RECOMMENDATION

Approve

OPR 2017-0488 BID 4366-17

OPR 2021-0525

ENG 2021066

OPR 2021-0526 ENG 2019179

3.	Consultant Agreements for On-Call Civil Engineering Services for 2021-2023 projects - Non-Federal with:	Approve All	
	 a. Parametrix, Inc.—not to exceed \$600,000. b. HDR Engineering, Inc.—amount not to exceed \$400,000. (Various Neighborhoods) 		OPR 2021-0527 ENG 2021090 OPR 2021-0528 ENG 2021090
4.	Dan Buller Contract with Frontier Energy (San Ramon, CA) for the Green Fleet (EV & Biofuel) Implementation Development Plan—\$97,755 (plus tax). Rick Giddings	Approve	OPR 2021-0529 RFQ 5419-21
5.	Recommendations to list the following on the Spokane Register of Historical Places:	Approve All	
	a. Libby Junior High School, 2912 E 1st Ave., and		OPR 2021-0530
	b. Lewis & Clark High School, 521 W 4th Ave.		OPR 2021-0531
6.	Megan Duvall Accept the Consolidated Homeless Grant award from the Washington State Office of Family and Adult Homelessness and approve to subaward funds in accordance with the CHHS 5-year RFP (OPR 2019-0336 & 2019-0649).	Approve and Auth. Contracts	OPR 2021-0532
7.	Debbie Cato Third Contract Amendment with Wilson & Company (Albuquerque, NM) for additional costs to complete BNSF inspection work associated with the COS - Regal/Cleveland/Grace Water & Sewer replacement project associated with WSDOT-NSC construction—\$24,813. Total Contract Amount \$174,073. Kevin Picanco	Approve	OPR 2020-0449 ENG 2017141
8.	First Amendment to the Arcora Foundation and City of Spokane Grant Agreement related to fluoridation allowing the City to proceed with a comprehensive engineering study—\$600,000. These funds would not have to be repaid regardless of whether the City proceeds with a fluoridation system. Marlene Feist	Approve	OPR 2020-0694
9.	Five-Year Master Contract with Linn Machine & Manufacturing, Inc. (Spokane Valley, WA) to refurbish metal refuse and recycling dumpsters—estimated annual expenditure \$670,000 (incl. tax). Dustin Bender	Approve	OPR 2021-0533 BID 5457-21

- 10. Report of the Mayor of pending:
 - Authorize a. Claims and payments of previously approved obligations, including those of Parks and Library, through July 30, 2021, total \$9,060,431.73, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$7,096,489.54.
 - b. Claims and payments of previously approved obligations, including those of Parks and Library, through August 6, 2021, total \$6,931,517.40, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$4,614,650.10.
 c. Payroll claims of previously approved obligations through August 7, 2021: \$7,840,240.99.
- 11. City Council Meeting Minutes: July 26, 2021.

CPR 2021-0013

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

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

LEGISLATIVE SESSION

(6:00 P.M.) (Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

Approve &

CPR 2021-0002

Approve C All

PLEDGE OF ALLEGIANCE

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 <u>Five</u> Affirmative, Recorded Roll Call Votes)

Ordinance C36094 amending Ordinance No. C35565 passed by the City Council December 11, 2017, and entitled, An Ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

General Fund

FROM: Historic Preservation Specialist, \$29,703;

TO: Historic Preservation, Planning Specialist, same amount.

(This action reclasses the vacant Historic Preservation Specialist position [from 1 to 0] to a Planning Specialist position [from 0 to 1].)

Kris Becker

EMERGENCY ORDINANCES

(Require <u>Five</u> Affirmative, Recorded Roll Call Votes)

ORD C36092 Amending the conditions upon which the City will grant exemptions from transportation impact fees; amending sections 07.08.010 and 17D.075.060 of the Spokane Municipal Code; and declaring an emergency.

Council President Beggs

ORD C36064 Clarifying the requirements for the adaptive re-use of historic properties; amending sections 17C.335.010 and 17C.335.110 of the Spokane Municipal Code; declaring an emergency; and providing for an

immediate effective date. (Deferred from June 7, 2021, Agenda) (Council Sponsor: Council Member Wilkerson) Brian McClatchey

RESOLUTIONS & FINAL READING ORDINANCES

(Require <u>Four</u> Affirmative, Recorded Roll Call Votes)

RES 2021-0068 Approving the 2021 Action Plan component of the 2020-2024 Consolidated Plan for CDBG, HOME, and ESG grant programs as well as approval to enter into agreement with HUD and awarded organizations.

George Dahl

FIRST READING ORDINANCES

ORD C36093 (To be considered under Hearings Item H1.b.)

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

H1.	a. Vacation of portions of Linton Avenue & West Avenue, as requested by Richard Palmer. (Council Sponsor: Council Member Kinnear)	Approve Subject to Conditions	
	b. First Reading Ordinance C36093 vacating portions of Linton Avenue & West Avenue. Eldon Brown.	Further Action Deferred	ORD C36093
H2.	Public Hearing regarding Ordinance C36078 entitled "An ordinance imposing an immediate moratorium on the consideration of impact fee exemptions; setting a public hearing; establishing a work program; and declaring an emergency." (Council Sponsor: Council President Beggs) Council President Beggs	Council Decision	ORD C36078

OPEN FORUM

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here:

https://forms.gle/WtfGZ3HqQuXCipcX9. The form will open at 5:00 p.m. on Monday, (Month Day), and will close at 6:00 p.m. Instructions for participating are available on the form. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

ADJOURNMENT

The August 16, 2021, Regular Legislative Session of the City Council is adjourned to August 23, 2021.

NOTES

SPOKANE Agenda Sheet	Date Rec'd	7/23/2021	
08/16/2021		Clerk's File #	OPR 2017-0488
		Renews #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #	
Contact Name/Phone	LOREN SEARL 625-7851	Project #	
Contact E-Mail	LSEARL@SPOKANECITY.ORG	Bid #	4366-17
Agenda Item Type	Purchase w/o Contract	Requisition #	VB 300883
Agenda Item Name	4100 BACKFLOW PREVENTION DEVICE	S - VALUE BLANKET R	RENEWAL

Agenda Wording

Renewal of existing value blanket order for backflow prevention devices with Keller Supply Co. (Spokane, WA) for final annual term. Annual spend estimated at \$162,500.00 including tax.

Summary (Background)

Bid #4366-17 for Backflow Prevention Devices was publicly solicited in May 2017. Five bids were received. Award was correspondingly recommended to Keller Supply (Spokane, WA) as the low responsive, responsible bidder for an annual value blanket. This represents the fourth and final annual renewal at mutual consent; no further renewal options remain.

ant related? NO	Public Works? NO			
	Budget Account			
	# 4100-42440-94350-5659	5-99999		
	#			
	#			
	#			
	Council Notifications			
SEARL, LOREN	Study Session\Other	PSCHC 8/2/2021		
FEIST, MARLENE	Council Sponsor	CM KINNEAR		
ALBIN-MOORE, ANGELA	Distribution List			
ODLE, MARI	sjohnson@spokanecity.org			
ORMSBY, MICHAEL				
PRINCE, THEA				
	SEARL, LOREN FEIST, MARLENE ALBIN-MOORE, ANGELA ODLE, MARI ORMSBY, MICHAEL	Budget Account # 4100-42440-94350-5659 # # # Council Notification SEARL, LOREN Study Session\Other FEIST, MARLENE ALBIN-MOORE, ANGELA ODLE, MARI Sjohnson@spokanecity.org ORMSBY, MICHAEL		

Briefing Paper

Public Safety & Community Health Committee

-	•		
Division & Department:	Public Works, 4100 Water & Hydroelectric Services Department		
Subject:	Backflow Prevention Devices – Annual Value Blanket		
Date:	2 August 2021		
Author (email & phone):	Loren Searl, Isearl@spokanecity.org, x7851		
City Council Sponsor:	Councilmember Kinnear		
Executive Sponsor:	Marlene Feist, Director – Public Works		
Committee(s) Impacted:	PIES		
Type of Agenda item:	☑ Consent □ Discussion □ Strategic Initiative		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for this order is included annually in the Water & Hydroelectric Services department budget.		
Strategic Initiative:	Innovative Infrastructure		
Deadline:	The existing value blanket for these products expires August 2, 2021.		
Outcome: (deliverables, delivery duties, milestones to meet)	This order supports the competitive procurement of backflow prevention devices on an as-needed basis for new construction and the replacement of obsolete devices over a one-year period.		

<u>Background/History:</u> Bid #4366-17 for Backflow Prevention Devices was publicly solicited in May 2017. Five bids were received. Award was correspondingly recommended to Keller Supply (Spokane, WA) as the low responsive, responsible bidder for an annual value blanket. This represents the fourth and final annual renewal at mutual consent; no further renewal options remain.

For this renewal, the supplier demonstrated multiple increases from the product manufacturer totaling 26.3%. Coupling those with the impact to CPI over the last year, the department recommends acceptance of the supplier's renewal proposal. As the increases have occurred at the manufacturing level, the department has no reasonable expectation of achieving a cost reduction through competition.

Price Trends Over the Life of this Value Blanket

Product	2017/2018	2018/2019	Increase	2019/2020	Increase	2020/2021	Increase	2021/2022	Increase
3" DCVA	\$ 761.58	\$ 799.66	5.00%	\$ 814.52	1.86%	\$ 835.00	2.51%	\$ 1,080.50	29.40%
4" DCVA	\$ 796.06	\$ 835.86	5.00%	\$ 851.40	1.86%	\$ 872.00	2.42%	\$ 1,127.46	29.30%
6" DCVA	\$ 1,325.12	\$ 1,391.38	5.00%	\$ 1,417.24	1.86%	\$ 1,453.00	2.52%	\$ 1,793.71	23.45%
8" DCVA	\$ 2,082.76	\$ 2,186.90	5.00%	\$ 2,227.55	1.86%	\$ 2,283.00	2.49%	\$ 2,820.11	23.53%
10" DCVA	\$ 2,857.14	\$ 3,000.00	5.00%	\$ 3,055.76	1.86%	\$ 3,133.00	2.53%	\$ 3,758.68	19.97%
4" DCDA	\$ 1,153.70	\$ 1,211.39	5.00%	\$ 1,233.90	1.86%	\$ 1,265.00	2.52%	\$ 1,532.26	21.13%
6" DCDA	\$ 1,542.86	\$ 1,620.00	5.00%	\$ 1,650.12	1.86%	\$ 1,690.00	2.42%	\$ 2,047.92	21.18%
8" DCDA	\$ 2,391.13	\$ 2,510.69	5.00%	\$ 2,557.36	1.86%	\$ 2,620.00	2.45%	\$ 3,174.51	21.16%
10" DCDA	\$ 3,152.71	\$ 3,310.35	5.00%	\$ 3,371.88	1.86%	\$ 3,456.00	2.49%	\$ 4,148.47	20.04%
4" RP	\$ 1,064.04	\$ 1,117.24	5.00%	\$ 1,138.01	1.86%	\$ 1,167.00	2.55%	\$ 1,412.52	21.04%
6" RP	\$ 1,809.85	\$ 1,900.34	5.00%	\$ 1,935.67	1.86%	\$ 1,984.00	2.50%	\$ 2,356.81	18.79%
8" RP	\$ 3,276.75	\$ 3,440.59	5.00%	\$ 3,504.55	1.86%	\$ 3,593.00	2.52%	\$ 4,266.71	18.75%

Executive Summary:				
Renewal recommended with Keller Supply	y (Spokan	e, WA) fe	or fin	al annual term
Fourth and final renewal, no renewal opti	ions rema	aining		
Annual spend estimated at \$162,500.00 ii	including	tax		
Original Bid #4366-17 Backflow Preventio	on Devices	s		
Budget Impact:				
Approved in current year budget? 🗹 Yes 🛛	🗆 No			
Annual/Reoccurring expenditure?	☑ No			
If new, specify funding source: N/A				
Other budget impacts: None				
Operations Impact:				
Consistent with current operations/policy?	\checkmark	Yes		No
Requires change in current operations/policy?		Yes	\checkmark	No
Specify changes required: None				
Known challenges/barriers: None				



< Business Lookup

License Infori	License Information:				
Entity name:	KELLER SUPPLY CO.				
Business name:	KELLER SUPPLY COMPANY				
Entity type:	Profit Corporation				
UBI #:	578-008-629				
Business ID:	001				
Location ID:	0004				
Location:	Active				
Location address:	601 N FREYA ST SPOKANE WA 99202-4610				
Mailing address:	3209 17TH AVE W SEATTLE WA 98119-1708				
	(\mathbf{v})				

Excise tax and reseller permit status:

?

Secretary of State status: Click here		
Endorsements		
Endorsements held at this lo License # Count Details	Status	Expiration da First issuance
Minor Work Permit	Active	Dec-31-2021 Jun-23-1997
Spokane General Business T12019839BL	Active	Dec-31-2021 Oct-15-2012
Governing People May include governing people not registered with Secretary of State		
Governing people Title		
DEBELL, GEORGE W		
KELLER, MICHAEL		
KELLER, MICHELE		
KELLER, NEIL R		
MURPHY, MICHAEL P		
SULMAN, BARBARA		
SULMAN, STUART		

Registered Trade Names

Registered trade names	Status	First issued
KELLER AIR	Active	Sep-15-2008
LEISURE SUPPLY	Active	Dec-21-1988
	View Additio	nal Locations
	The Business Lookup information is up 7/23/2021 8:55:40 AM	odated nightly. Search date and time:

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SPOKANE Agenda Sheet	Date Rec'd	7/27/2021				
08/16/2021		Clerk's File #	OPR 2021-0525			
		Renews #				
Submitting Dept	ENGINEERING SERVICES	Cross Ref #				
Contact Name/Phone	DAN BULLER 625-6391	Project #	2021066			
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #				
Agenda Item Type	Contract Item	Requisition #	CR 22800			
Agenda Item Name	0370 – LOW BID AWARD – SHAMROC	K PAVING INC.				
Agenda Wording						

Low Bid of Shamrock Paving, Inc., Spokane, WA for 2021 Residential Grind & Overlay Projects - South -\$1,485,000.00. An administrative reserve of \$148,500.00, which is 10% of the contract price, will be set aside. (Cliff Cannon, Manito/Cannon Hill and Comstock Neighborhood Council)

Summary (Background)

On July 26, 2021 bids were opened for the above project. The low bid was from Shamrock Paving, Inc. in the amount of \$1,485,000.00 which is \$194,610.00 or 15% above the Engineer's Estimate of \$1,290,390.00; one other bids were received as follows: Inland Asphalt Company - \$1,512,712.00. All information will be provided prior to the August 2, 2021 council meeting.

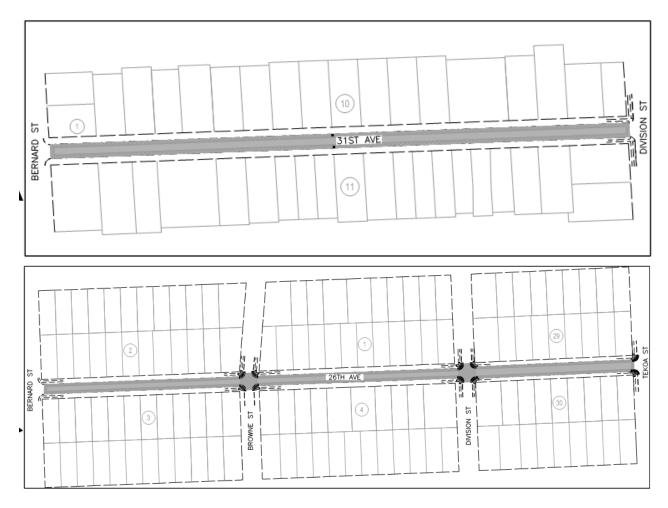
Lease?	NO G	Frant related? NO	Public Works? YES				
Fiscal	Impact		Budget Account				
Expense	\$ 1,624,126.	11	# 1990 49871 42800 5420)1 99999			
Expense			# 1990 49871 42800 5420)1 21999			
Select	\$		#				
Select	\$		#				
Approv	als_		Council Notification	15			
Dept Head		TWOHIG, KYLE	Study Session\Other	Finance 7-19-21			
Division Director		FEIST, MARLENE	Council Sponsor	Beggs			
Finance	2	HUGHES, MICHELLE	Distribution List				
Legal		ODLE, MARI	eraea@spokanecity.org				
For the	Mayor	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org				
Additio	onal Approval	S	kgoodman@spokanecity.c	org			
Purchas		WAHL, CONNIE	dbuller@spokanecity.org	dbuller@spokanecity.org			
			aduffey@spokanecity.org				
			jgraff@spokanecity.org				
·		1	L				

Briefing Paper

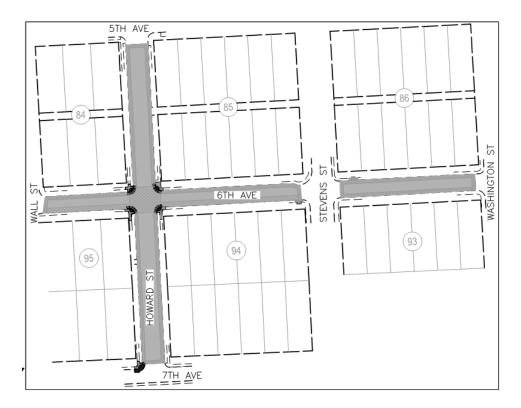
Finance

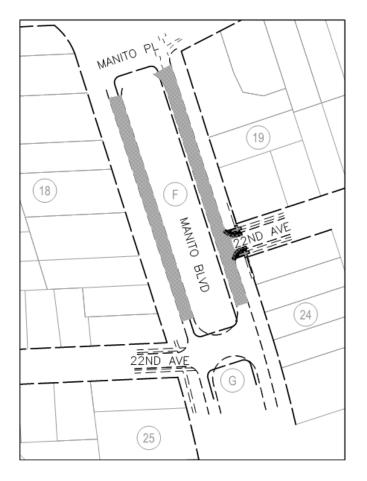
Subject: Date:	2021 Residential Grind & Overlay (South) Project						
Date:	7 10 21						
	7-19-21						
Contact (email & phone):	Dan Buller (<u>dbuller@spokanecity.org</u> 625-6391)						
City Council Sponsor:	Breean Beggs						
Executive Sponsor:	Marlene Feist						
Committee(s) Impacted:	PIES						
Type of Agenda item:	☑ Consent ☐ Discussion ☐ Strategic Initiative						
Alignment : (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street plan						
Strategic Initiative:	Innovative Infrastructure						
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract						
	is the south half of the annual grind and overlay project funded by the t. The north half will be the subject of a subsequent briefing paper						
 Executive Summary: Refer to the attached exhibit for the south portion of the streets included in this year's project. Curb ramps will also be upgraded. Public involvement consisted of sending a letter to the property owners fronting the streets indicated on the attached exhibits during the design phase. Also, a flyer will be placed on adjacent resident front doors just prior to construction. Residents will have access to their homes during construction which will occur this summer. 							
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: Uterations Uterations Uterations							

Project Location



Project Location





	ct Number2021066ct Description2021 Residu & Overlay	ential Grind Or - South	iginal Dat	e	7/30/2021 1	2:00:00 AM		
Project Number: 2021066			Engin Estir			OCK PAVING INC	INLAND ASPHALT COMPANY	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
			Tax C	lassification	· · · · · ·		·	
		Sales tax sh	all be included	l in unit prices				
1	ADA FEATURES SURVEYING	1 LS	6,021.00	6,021.00	9,000.00	\$9,000.00	8,850.00	\$8,850.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	1,200.00	1,200.00	1,000.00	\$1,000.00	1,250.00	\$1,250.00
4	POTHOLING	2 EA	700.00	1,400.00	500.00	\$1,000.00	700.00	\$1,400.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	15,000.00	15,000.00	28,000.00	\$28,000.00	41,100.00	\$41,100.00
6	MOBILIZATION	1 LS	107,000.00	107,000.00	140,000.00	\$140,000.00	155,000.00	\$155,000.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	70,000.00	70,000.00	189,363.00	\$189,363.00	124,449.25	\$124,449.25
8	SEQUENTIAL ARROW SIGNS	100 HR	5.00	500.00	17.00	\$1,700.00	4.25	\$425.00
9	TYPE III BARRICADE	43 EA	50.00	2,150.00	155.00	\$6,665.00	85.00	\$3,655.00
10	CLEARING AND GRUBBING	1 LS	5,000.00	5,000.00	11,500.00	\$11,500.00	2,550.00	\$2,550.00
11	TREE ROOT TREATMENT	2 EA	300.00	600.00	850.00	\$1,700.00	825.00	\$1,650.00
12	TREE PROTECTION ZONE	244 EA	300.00	73,200.00	250.00	\$61,000.00	248.50	\$60,634.00
13	REMOVE TREE, CLASS III	1 EA	2,500.00	2,500.00	4,500.00	\$4,500.00	4,595.00	\$4,595.00
14	TREE PRUNING	193 EA	325.00	62,725.00	300.00	\$57,900.00	305.00	\$58,865.00
15	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	8,000.00	8,000.00	15,000.00	\$15,000.00	4,100.00	\$4,100.00
16	REMOVE EXISTING CURB	535 LF	11.00	5,885.00	28.00	\$14,980.00	17.00	\$9,095.00
17	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	395 SY	12.00	4,740.00	36.00	\$14,220.00	56.65	\$22,376.75
18	SAWCUTTING CURB	38 EA	50.00	1,900.00	60.00	\$2,280.00	41.50	\$1,577.00
19	SAWCUTTING RIGID PAVEMENT	950 LFI	1.20	1,140.00	2.00	\$1,900.00	5.50	\$5,225.00
20	SAWCUTTING FLEXIBLE PAVEMENT	19540 LFI	1.00	19,540.00	0.55	\$10,747.00	0.35	\$6,839.00
21	REMOVE UNSUITABLE FOUNDATION MATERIAL	20 CY	40.00	800.00	27.00	\$540.00	33.25	\$665.00

	""""""""""""""""""""""""""""""""""""""											
22	REPLACE UNSUITABLE FOUNDATION MATERIAL	20 CY	45.00	900.00	38.00	\$760.00	44.00	\$880.00				
23	CONTROLLED DENSITY FILL	10 CY	150.00	1,500.00	200.00	\$2,000.00	555.00	\$5,550.00				
24	CSTC FOR SIDEWALK AND DRIVEWAYS	24 CY	175.00	4,200.00	200.00	\$4,800.00	955.00	\$22,920.00				
25	CRACK SEALING, 1 INCH TO 3 INCH	26500 LF	3.00	79,500.00	1.85	\$49,025.00	2.20	\$58,300.00				
26	CRACK SEALING, 3 INCH TO 6 INCH	1780 LF	7.00	12,460.00	6.30	\$11,214.00	4.45	\$7,921.00				
27	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 2 INCH THICK	16695 SY	12.00	200,340.00	13.00	\$217,035.00	13.05	\$217,869.75				
28	HMA CL. 3/8 IN. MEDIUM TRAFFIC, 1 INCH THICK	8654 SY	5.00	43,270.00	9.00	\$77,886.00	7.30	\$63,174.20				
29	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	1130 TON	150.00	169,500.00	125.00	\$141,250.00	124.00	\$140,120.00				
30	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN. PG 64-28	10 TON	150.00	1,500.00	400.00	\$4,000.00	225.00	\$2,250.00				
31	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	1571 SY	50.00	78,550.00	45.00	\$70,695.00	41.40	\$65,039.40				
32	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1571 SY	40.00	62,840.00	38.00	\$59,698.00	42.00	\$65,982.00				
33	PLANING BITUMINOUS PAVEMENT - FULL WIDTH	9776 SY	5.00	48,880.00	5.00	\$48,880.00	4.75	\$46,436.00				
34	PLANING BITUMINOUS PAVEMENT - TAPER	6398 SY	5.00	31,990.00	7.00	\$44,786.00	6.25	\$39,987.50				
35	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)				
36	COMPACTION PRICE ADJUSTMENT	12200 EST	1.00	12,200.00	1.00	\$12,200.00	1.00	\$12,200.00				
37	COMMERCIAL CONCRETE	10 CY	150.00	1,500.00	200.00	\$2,000.00	555.00	\$5,550.00				
38	CEMENT CONCRETE CURB WALL	17 LF	100.00	1,700.00	125.00	\$2,125.00	100.00	\$1,700.00				
39	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	1 EA	700.00	700.00	650.00	\$650.00	1,035.00	\$1,035.00				
40	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	9 EA	1,000.00	9,000.00	1,000.00	\$9,000.00	1,630.00	\$14,670.00				
41	RETROFIT SURFACE INLET CB WITH FRAME & BI- DIRECTIONAL VANED GRATE	1 EA	1,000.00	1,000.00	1,000.00	\$1,000.00	1,625.00	\$1,625.00				
42	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME & BI-	8 EA	1,000.00	8,000.00	1,150.00	\$9,200.00	1,900.00	\$15,200.00				

Bid T	otal		\$1,2	290,390.00	\$	1,485,000.00	\$	51,512,712.00
58	PAVEMENT MARKING - DURABLE HEAT APPLIED	281 SF	10.00	2,810.00	13.00	\$3,653.00	13.25	\$3,723.25
57	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	5,000.00	5,000.00	8,500.00	\$8,500.00	8,400.00	\$8,400.00
56	RAMP DETECTABLE WARNING	168 SF	30.00	5,040.00	25.00	\$4,200.00	22.00	\$3,696.00
55	CEMENT CONCRETE SIDEWALK	480 SY	65.00	31,200.00	50.00	\$24,000.00	135.00	\$64,800.00
54	REFERENCE AND REESTABLISH SURVEY MONUMENT	6 EA	1,000.00	6,000.00	650.00	\$3,900.00	660.00	\$3,960.00
53	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	4,000.00	4,000.00	7,000.00	\$7,000.00	6,100.00	\$6,100.00
52	CEMENT CONCRETE CURB	635 LF	33.00	20,955.00	45.00	\$28,575.00	53.30	\$33,845.50
51	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	7,000.00	7,000.00	3,000.00	\$3,000.00	7,200.00	\$7,200.00
50	2 IN. PVC IRRIGATION SLEEVE	100 LF	14.00	1,400.00	14.00	\$1,400.00	14.50	\$1,450.00
49	SOD INSTALLATION	176 SY	17.00	2,992.00	20.00	\$3,520.00	20.00	\$3,520.00
48	TOPSOIL TYPE A, 2 INCH THICK	176 SY	12.00	2,112.00	13.00	\$2,288.00	7.15	\$1,258.40
47	INLET PROTECTION	22 EA	100.00	2,200.00	85.00	\$1,870.00	119.00	\$2,618.00
46	ESC LEAD	1 LS	2,500.00	2,500.00	750.00	\$750.00	4,000.00	\$4,000.00
45	CLEANING EXISTING DRAINAGE STRUCTURE	19 EA	500.00	9,500.00	280.00	\$5,320.00	725.00	\$13,775.00
44	VALVE BOX AND COVER	32 EA	550.00	17,600.00	975.00	\$31,200.00	890.00	\$28,480.00
43	MH OR DW FRAME AND COVER (STANDARD)	15 EA	750.00	11,250.00	975.00	\$14,625.00	1,545.00	\$23,175.00
	DIRECTIONAL VANED GRATE							

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Total
ENGINEER'S ESTIMATE	1,290,390.00	0.00	0.00	0.00	0.00	0.00	1,290,390.00
SHAMROCK PAVING INC	1,485,000.00	0.00	0.00	0.00	0.00	0.00	1,485,000.00
INLAND ASPHALT COMPANY	1,512,712.00	0.00	0.00	0.00	0.00	0.00	1,512,712.00

Low Bid Contractor: SHAMROCK PAVING INC

	Contractor's Bid	Engineer's Estimate	% Variance
Schedule 01	1,485,000.00	1,290,390.00	15.08 % Over Estimate
Schedule 03	0.00	0.00	% Under Estimate
Bid Totals	1,485,000.00	1,290,390.00	15.08 % Over Estimate

SPOKANE Agenda Sheet	Agenda Sheet for City Council Meeting of:			7/14/2021
08/16/2021			Clerk's File #	OPR 2021-0526
			Renews #	
Submitting Dept	ENGINEERING SERVICES		Cross Ref #	
Contact Name/Phone	DAN BULLER 62	25-6391	Project #	2019179
Contact E-Mail	DBULLER@SPOKANECITY	/.ORG	Bid #	
Agenda Item Type	Contract Item		Requisition #	BT
Agenda Item Name	0370 – LOW BID AWARD	– LARIVIERE,	INC.	

Agenda Wording

Low Bid of LaRiviere Inc. of Rathdrum, ID for the North River Drive Sidewalk - \$1,028,674.00. An administrative reserve of \$102,867.40, which is 10% of the contract price, will be set aside. (Riverside Neighborhood Council)

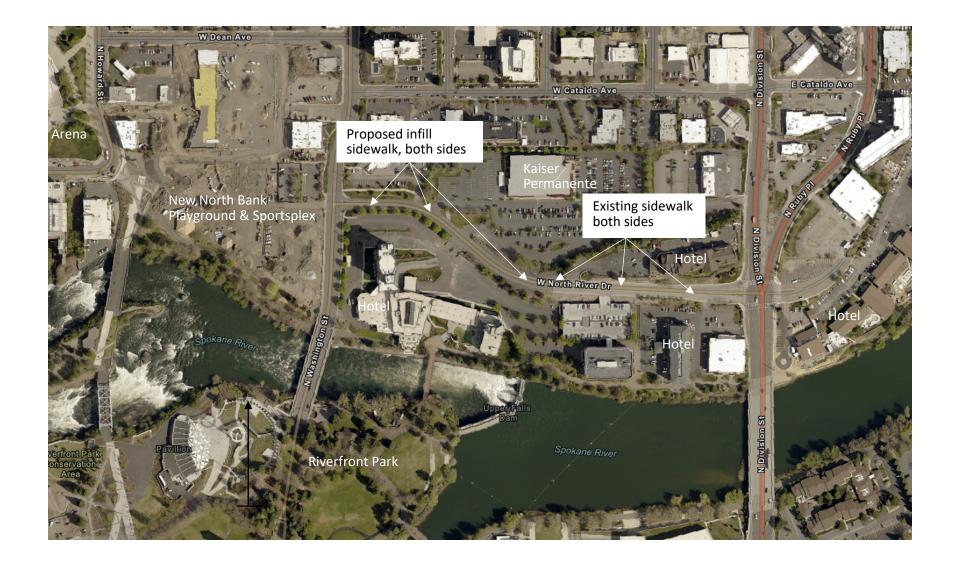
Summary (Background)

On July 12, 2021, bids were opened for the above project. The low bid was from LaRiviere Inc. in the amount of \$1,028,674.00, which is \$116,839.50 or 12.8% above the Engineer's Estimate of \$911,834.50; one other bid was received as follows: Corridor Contractors - \$1,200,000.00. All information will be provided prior to the August 2, 2021 council meeting.

Lease?	NO Gr	ant related? NO	Public Works? YES	
Fiscal I	mpact		Budget Account	
Expense	\$ 825,330.95		# 3200 95159 95300 5650	1 21997
Expense	\$ 195,938.23		# 3200 95159 95300 5650	1 99999
Expense	\$ 110,272.22		# 3200 95159 95300 5650	1 99999
Select	\$		#	
Approva	al <u>s</u>		Council Notification	S
Dept Hea	ad	BULLER, DAN	Study Session\Other	PIES 6/28/21
Division	Director	FEIST, MARLENE	Council Sponsor	Beggs
Finance		HUGHES, MICHELLE	Distribution List	
Legal		ODLE, MARI	eraea@spokanecity.org	
For the M	layor	ORMSBY, MICHAEL	publicworksaccounting@sp	ookanecity.org
Additio	nal Approvals		kgoodman@spokanecity.o	rg
Purchasi	ing		dbuller@spokanecity.org	
			aduffey@spokanecity.org	
			jgraff@spokanecity.org	

Briefing Paper PIES

Division & Department:	Engineering Services; Public Works				
Subject:	North River Sidewalk				
Date:	June 28, 2021				
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)				
City Council Sponsor:	Breen Beggs				
Executive Sponsor:	Marlene Feist				
Committee(s) Impacted:	PIES				
Type of Agenda item:	☐ Consent ☐ Discussion ☐ Strategic Initiative				
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street program				
Strategic Initiative:	Innovative Infrastructure				
Deadline:					
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contracts (once bids are opened and recommendation to award submitted to council for approval)				
 <u>Background/History:</u> The sidewalk gap shown in significant gap in City pede 	the attached exhibit was identified in City planning documents as a strian facilities.				
 Executive Summary: The proposed sidewalk infills a missing gap of sidewalk as shown in the attached exhibit. connecting the numerous hotels to the east with the new North Bank playground and Sportsplex and Riverfront Park to the west. The project also includes storm drainage (treatment) upgrades, trees and a grind and overlay. It is planned for construction later this year. The City applied for and received a TIB grant which, together with City TBD sidewalk funds pay for the sidewalk portion of the project. The stormwater portion of the project is paid with sewer dept, funds and the grind and overlay is paid for with arterial street funds. 					
dept. funds and the grind and overlay is paid for with arterial street funds. 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: Known challenges/barriers:					



Project Number

2019179

St

Project Description

North River Dr. Sidewalk - East of Washington Original Date

7/18/2021 1:00:00 PM

Projec	t Number: 2019179		Engineer's Estimate		LARIVIERE INC		CORRIDOR CONTRACTORS	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
			Tax C	lassification				
		Sales tax s	hall be included	l in unit prices				
1	ADA FEATURES SURVEYING	1 LS	1,000.00	1,000.00	701.00	\$701.00	3,500.00	\$3,500.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	1,200.00	1,200.00	2,844.00	\$2,844.00	1,000.00	\$1,000.00
4	POTHOLING	1 EA	700.00	700.00	6,635.00	\$6,635.00	750.00	\$750.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	10,000.00	10,000.00	3,160.00	\$3,160.00	10,000.00	\$10,000.00
6	MOBILIZATION	1 LS	68,000.00	68,000.00	68,329.00	\$68,329.00	81,845.00	\$81,845.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	19,000.00	19,000.00	30,345.00	\$30,345.00	34,756.00	\$34,756.00
8	SPECIAL SIGNS	30 SF	20.00	600.00	24.00	\$720.00	10.00	\$300.00
9	SEQUENTIAL ARROW SIGNS	550 HR	5.00	2,750.00	4.00	\$2,200.00	6.00	\$3,300.00
10	PORTABLE CHANGEABLE MESSAGE SIGN	2400 HR	5.00	12,000.00	7.50	\$18,000.00	9.00	\$21,600.00
11	TYPE III BARRICADE	9 EA	50.00	450.00	61.00	\$549.00	100.00	\$900.00
12	CLEARING AND GRUBBING	1 LS	12,000.00	12,000.00	20,272.00	\$20,272.00	18,000.00	\$18,000.00
13	TREE ROOT TREATMENT	1 EA	700.00	700.00	910.00	\$910.00	500.00	\$500.00
14	TREE PROTECTION ZONE	8 EA	350.00	2,800.00	303.00	\$2,424.00	750.00	\$6,000.00
15	REMOVE TREE, CLASS I	1 EA	450.00	450.00	607.00	\$607.00	1,000.00	\$1,000.00
16	REMOVE TREE, CLASS II	2 EA	1,400.00	2,800.00	1,092.00	\$2,184.00	2,000.00	\$4,000.00
17	REMOVE TREE, CLASS III	10 EA	2,800.00	28,000.00	1,457.00	\$14,570.00	3,000.00	\$30,000.00
18	TREE PRUNING	3 EA	350.00	1,050.00	303.00	\$909.00	1,000.00	\$3,000.00
19	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	8,000.00	8,000.00	16,547.00	\$16,547.00	25,500.00	\$25,500.00
20	REMOVE EXISTING CURB	95 LF	10.00	950.00	16.00	\$1,520.00	12.00	\$1,140.00
21	REMOVE EXISTING CURB AND GUTTER	5 LF	12.00	60.00	17.00	\$85.00	75.00	\$375.00

22	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	27 SY	40.00	1,080.00	18.00	\$486.00	30.00	\$810.00	
23	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	4 EA	700.00	2,800.00	780.00	\$3,120.00	1,400.00	\$5,600.00	
24	SAWCUTTING CURB	4 EA	60.00	240.00	36.00	\$144.00	75.00	\$300.00	
25	SAWCUTTING RIGID PAVEMENT	232 LFI	2.00	464.00	2.00	\$464.00	2.00	\$464.00	
26	SAWCUTTING FLEXIBLE PAVEMENT	13860 LFI	1.00	13,860.00	0.35	\$4,851.00	1.50	\$20,790.00	
27	ROADWAY EXCAVATION INCL. HAUL - SWALE	700 CY	25.00	17,500.00	20.00	\$14,000.00	45.00	\$31,500.00	
28	ROADWAY EXCAVATION INCL. HAUL	1 LS	10,000.00	10,000.00	26,500.00	\$26,500.00	35,000.00	\$35,000.00	
29	REMOVE UNSUITABLE FOUNDATION MATERIAL	20 CY	50.00	1,000.00	24.00	\$480.00	30.00	\$600.00	
30	REPLACE UNSUITABLE FOUNDATION MATERIAL	20 CY	50.00	1,000.00	57.00	\$1,140.00	50.00	\$1,000.00	
31	COMMON BORROW INCL. HAUL	40 CY	30.00	1,200.00	64.00	\$2,560.00	60.00	\$2,400.00	
32	SPECIAL/INDUSTRIAL WASTE	400 TON	80.00	32,000.00	81.00	\$32,400.00	120.00	\$48,000.00	
33	HAZARDOUS MATERIAL	5 TON	400.00	2,000.00	252.00	\$1,260.00	500.00	\$2,500.00	
34	DISPOSAL OF INERT FILL AND DEBRIS, INCL HAUL	690 CY	45.00	31,050.00	28.00	\$19,320.00	65.00	\$44,850.00	
35	HEALTH AND SAFETY PLAN	1 LS	4,000.00	4,000.00	9,104.00	\$9,104.00	4,000.00	\$4,000.00	
36	CONSTRUCTION GEOSYNTHETIC FOR UNDERGROUND DRAINAGE	278 SY	3.00	834.00	6.50	\$1,807.00	16.00	\$4,448.00	
37	CONSTRUCTION GEOMEMBRANE LINER	617 SY	30.00	18,510.00	17.00	\$10,489.00	20.00	\$12,340.00	
38	CSTC FOR SIDEWALK AND DRIVEWAYS	88 CY	125.00	11,000.00	154.00	\$13,552.00	150.00	\$13,200.00	
39	HMA CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	3412 SY	11.00	37,532.00	15.00	\$51,180.00	15.00	\$51,180.00	
40	HMA FOR TRANSITION CL. 1/2 IN. PG 64-28, 3 INCH THICK	312 SY	15.00	4,680.00	39.00	\$12,168.00	36.00	\$11,232.00	
41	HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	140 TON	140.00	19,600.00	148.00	\$20,720.00	127.00	\$17,780.00	
42	HMA FOR PAVEMENT REPAIF CL. 1/2 IN. PG 64-28, 4 INCH THICK	362 SY	40.00	14,480.00	51.00	\$18,462.00	55.00	\$19,910.00	
43	PAVEMENT REPAIR EXCAVATION INCL. HAUL	362 SY	35.00	12,670.00	32.00	\$11,584.00	40.00	\$14,480.00	

44 PLANING BITUMINOUS PAVEMENT 1456 SY 7.00 10,192.00 3.00 S4,368.00 15.00 S21,840.00 45 JOB MIX COMPLANCE PRICE ADUISTMENT 1 EST (1.00) (1.00) (1.00) (S1.00) (S1.00) 46 COMPACTION PRICE ADUISTMENT 1900 EST 1.00 1,900.00 1.00 S1,900.00 1.00 S1,900.00 S15.00 S750.00 47 COMMERCIAL CONCRETE 5 CY 150.00 750.00 224.00 S1,120.00 150.00 S17,000.00 48 CEMENT CONCRETE CURB 170 LF 80.00 13,600.00 55.00 S9,350.00 100.00 S17,000.00 49 SEGMENTAL CONCRETE 1140 SF 33.00 37,620.00 49.00 S58,695.00 120.00 S42,600.00 51 DUCTLE BACKFILL FOR 160 CY 60.00 36.000 38.605.00 S12.60 10.000.00 S1,000.00 52 MPE GUARD - 8 INCH 1 EA 350.00 224.00.00 S2.00 S25.00 5.000.00 S1,000.00										
PRICE ADJUSTMENT PRICE ADJUSTMENT PRICE ADJUSTMENT PRICE ADJUSTMENT 46 COMPACTION PRICE ADJUSTMENT 1900 EST 1.00 1,900.00 1.00 \$1,900.00 1.00 \$1,900.00 47 COMMERCIAL CONCRETE 5 CY 150.00 750.00 224.00 \$1,120.00 150.00 \$17,000.00 48 CEMENT CONCRETE CUBB 170 LF 80.00 13,600.00 55.00 \$9,350.00 100.00 \$17,000.00 49 SEGMENTAL CONCRETE 1140 SF 33.00 37,620.00 60.00 \$9,600.00 52.00 \$81,260.00 50 GRAVEL BACKFILL FOR DEAIN 160 CY 60.00 28,400.00 109.00 \$38,695.00 120.00 \$42,600.00 51 DUCTILE IRON STORM SEWER PIPE 10 IN DIA. 355 LF 80.00 3,800.00 326.50 53.00 120.00 \$1,000.00 54 MANHOLE - 48 IN. 1 EA 250.00 73.60 \$31.20 5,000.00 \$1,000.00 55 MANHOLE - 48 IN. SHALLOW <td< td=""><td>44</td><td></td><td>1456 SY</td><td>7.00</td><td>10,192.00</td><td>3.00</td><td>\$4,368.00</td><td>15.00</td><td>\$21,840.00</td><td></td></td<>	44		1456 SY	7.00	10,192.00	3.00	\$4,368.00	15.00	\$21,840.00	
ADUISTMENT ADUIST EXISTING VALVE BOX MON, OR COINT ADUIST EXISTING MH, CB, DUISTMENT ADUISTMENT ADUIST EXISTING MH, CB, DUIST EXISTING VALVE ADUIST EXISTING MH, CB, DUISTMENT ADUIST EXISTING MH, CB, DUISTMENT ADUIST EXISTING MH, CB, DUISTMEN	45		1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	
48 CEMENT CONCRETE CURB WALL 170 LF 80.00 13.600.00 55.00 59.35.00 100.00 \$17,000.00 49 SEGMENTAL CONCRETE RETAINING WALL 1140 SF 33.00 37,620.00 49.00 \$55.860.00 54.00 \$61.560.00 50 GRAVEL BACKFILL FOR NAIN 160 CY 60.00 9,600.00 60.00 \$52.00 \$83,230.00 51 DUCTILE IRON STORM SEWER PIPE 10 IN DIA. 355 LF 80.00 28,400.00 109.00 \$31,600.00 \$42,600.00 52 PIPE GUARD - 8 INCH 1EA 250.00 736.00 100.000 \$1,000.00 54 MANHOLE - 48 IN. 1EA 350.00 3,800.00 3,265.00 6,000.00 \$1,000.00 55 MANHOLE - 48 IN. SHALLOW 2EA 3,000.00 4,500.00 4,500.00 \$49.68.00 6,000.00 \$6,000.00 56 DRYWELL TYPE 1 1EA 4,500.00 1,200.00 \$1,580.00 \$2,240.000 57 ADUST EXISTING VALVE BOX, MON, OR CO IN CONCRETE 2EA 6,000.00 \$3,030.	46		1900 EST	1.00	1,900.00	1.00	\$1,900.00	1.00	\$1,900.00	
WALL WALL MAR MAR MAR MAR MAR MAR MAR 49 SEGMENTAL CONCRETE RETAINING WALL 1140 SF 33.00 37,620.00 49.00 \$555,860.00 54.00 \$61.560.00 50 GRAVEL BACKFILL FOR DRAIN 160 CY 60.00 9,600.00 60.00 \$9,600.00 52.00 \$83,320.00 51 DUCTILE IRON STORM SEWER PIPE 10 IN. DIA. 355 LF 80.00 28,400.00 109.00 \$38,695.00 120.00 \$42,600.00 52 PIPE GUARD - 8 INCH 1 EA 250.00 250.00 736.00 1,000.00 \$1,000.00 53 MANHOLE - 48 IN. 1 EA 3,800.00 3,800.00 \$2,65.00 \$37,812.00 5,000.00 \$6,000.00 56 DRYWELL TYPE 1 1 EA 4,500.00 4,968.00 \$4,968.00 6,000.00 \$2,400.00 57 ADJUST EXISTING VALVE BOX, MON, OR CO IN CONCRETE 2 EA 600.00 1,200.00 \$7,556.00 3,200.00 \$5,400.00 59 CATCH BASIN TYPE 3 <	47	COMMERCIAL CONCRETE	5 CY	150.00	750.00	224.00	\$1,120.00	150.00	\$750.00	
RETAINING WALL Internal	48		170 LF	80.00	13,600.00	55.00	\$9,350.00	100.00	\$17,000.00	
DRAIN DRAIN DRAIN Sewers PIPE 10 IN. DIA. 355 LF 80.00 28,400.00 109.00 \$38,695.00 120.00 \$42,600.00 52 PIPE GUARD - 8 INCH 1 EA 350.00 250.00 719.00 \$719.00 1,000.00 \$1,000.00 53 PIPE GUARD - 10 INCH 1 EA 250.00 250.00 736.00 \$736.00 1,000.00 \$1,000.00 54 MANHOLE - 48 IN. 1 EA 3,800.00 3,800.00 3,906.00 \$7,812.00 5,000.00 \$10,000.00 55 MANHOLE - 48 IN. SHALLOW 2 EA 3,000.00 4,500.00 4,968.00 \$5,000.00 \$10,000.00 56 DRYWELL TYPE I - MODIFIED 1 EA 4,500.00 1,200.00 \$1,280.00 \$2,400.00 57 ADJUST EXISTING VALVE BOX, MON, OR CO IN CONCETE 2 EA 600.00 1,200.00 \$1,280.00 \$2,400.00 59 CATCH BASIN TYPE 1 2 EA 2,700.00 5,400.00 \$3,030.00 \$6,606.00 3,500.00 \$2,000.00 \$5,400.00 \$5,500.00 <	49		1140 SF	33.00	37,620.00	49.00	\$55,860.00	54.00	\$61,560.00	
SEWER PIPE 10 IN. DIA. Image: Control of the control of	50		160 CY	60.00	9,600.00	60.00	\$9,600.00	52.00	\$8,320.00	
53 PIPE GUARD - 10 INCH 1 EA 250.00 250.00 736.00 5736.00 1,000.00 \$1,000.00 54 MANHOLE - 48 IN. 1 EA 3,800.00 3,800.00 3,265.00 \$736.00 6,000.00 \$6,000.00 55 MANHOLE - 48 IN. SHALLOW 2 EA 3,000.00 6,000.00 3,906.00 \$7,812.00 5,000.00 \$6,000.00 56 DRYWELL TYPE 1 - 1 EA 4,500.00 4,500.00 4,968.00 \$4,968.00 6,000.00 \$2,400.00 57 ADJUST EXISTING VALVE BOX, MON, OR CO IN CONCRETE 2 EA 600.00 1,200.00 790.00 \$1,580.00 1,200.00 \$2,400.00 58 ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT 1 EA 700.00 700.00 904.00 \$904.00 \$200.00 \$2,400.00 60 CATCH BASIN TYPE 1 2 EA 2,700.00 5,400.00 3,778.00 \$2,000.00 \$2,000.00 \$2,000.00 \$2,000.00 \$2,000.00 \$2,000.00 \$2,000.00 \$2,000.00 \$2,000.00 \$2,000.00 \$2,000.00 <td< td=""><td>51</td><td></td><td>355 LF</td><td>80.00</td><td>28,400.00</td><td>109.00</td><td>\$38,695.00</td><td>120.00</td><td>\$42,600.00</td><td></td></td<>	51		355 LF	80.00	28,400.00	109.00	\$38,695.00	120.00	\$42,600.00	
54 MANHOLE - 48 IN. 1 EA 3,800.00 3,265.00 6,000.00 \$\$,265.00 6,000.00 55 MANHOLE - 48 IN. SHALLOW 2 EA 3,000.00 6,000.00 3,906.00 \$\$,265.00 6,000.00 \$\$10,000.00 56 DRYWELL TYPE 1 - MODIFIED 1 EA 4,500.00 4,500.00 4,968.00 \$\$4,968.00 6,000.00 \$\$6,000.00 57 ADJUST EXISTING VALVE BOX, MON, OR CO IN CONCRETE 2 EA 600.00 1,200.00 790.00 \$\$1,580.00 1,200.00 \$\$2,400.00 58 ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT 1 EA 700.00 700.00 \$904.00 \$\$904.00 \$\$50.00 \$\$6,400.00 60 CATCH BASIN TYPE 1 2 EA 2,700.00 5,400.00 3,778.00 \$\$7,556.00 3,200.00 \$\$6,400.00 61 CLEANING EXISTING DRAINAGE STRUCTURE 2 EA 600.00 1,200.00 486.00 \$\$7,556.00 3,500.00 \$\$7,000.00 62 EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES 20 CY 100.00 2,000.00 \$\$3,860.00 \$\$5.00 \$\$1,520.00 63 REMOVE UNSUITABLE PIPE FOUNDATION	52	PIPE GUARD - 8 INCH	1 EA	350.00	350.00	719.00	\$719.00	1,000.00	\$1,000.00	
55 MANHOLE - 48 IN. SHALLOW 2 EA 3,000.00 6,000.00 3,906.00 \$7,812.00 5,000.00 \$10,000.00 56 DRYWELL TYPE 1 - MODIFIED 1 EA 4,500.00 4,968.00 \$4,968.00 \$6,000.00 \$6,000.00 57 ADJUST EXISTING VALVE BOX, MON, OR CO IN CONCRETE 2 EA 600.00 1,200.00 790.00 \$1,580.00 1,200.00 \$2,400.00 58 ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT 1 EA 700.00 700.00 904.00 \$904.00 950.00 \$6,600.00 59 CATCH BASIN TYPE 1 2 EA 2,700.00 5,400.00 3,778.00 \$7,556.00 3,200.00 \$6,400.00 60 CATCH BASIN TYPE 3 2 EA 3,100.00 6,200.00 3,303.00 \$6,606.00 3,500.00 \$7,000.00 61 CLEANING EXISTING DRAINAGE STRUCTURE 2 EA 600.00 1,200.00 486.00 \$972.00 1,000.00 \$2,000.00 62 EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION- TRENCHES 20 CY 100.00 2,000.00 193.00 \$3,860.00 350.00 \$7,000.00 \$1,520.00 \$1,520.00	53	PIPE GUARD - 10 INCH	1 EA	250.00	250.00	736.00	\$736.00	1,000.00	\$1,000.00	
56 DRYWELL TYPE 1- MODIFIED 1 EA 4,500.00 4,968.00 \$4,968.00 \$6,000.00 \$6,000.00 57 ADJUST EXISTING VALVE BOX, MON, OR CO IN CONCRETE 2 EA 600.00 1,200.00 790.00 \$1,580.00 1,200.00 \$2,400.00 58 ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT 1 EA 700.00 700.00 904.00 \$904.00 950.00 \$950.00 59 CATCH BASIN TYPE 1 2 EA 2,700.00 5,400.00 3,778.00 \$7,556.00 3,200.00 \$6,400.00 60 CATCH BASIN TYPE 3 2 EA 3,100.00 6,200.00 3,303.00 \$6,606.00 3,500.00 \$7,000.00 61 CLEANING EXISTING DRAINAGE STRUCTURE 2 EA 600.00 1,200.00 486.00 \$972.00 1,000.00 \$2,000.00 62 EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES 20 CY 100.00 2,000.00 247.00 \$3,860.00 350.00 \$1,520.00 63 REMOVE UNSULTABLE PIPE FOUNDATION MATERIAL 10 CY 35.00 35.00 247.00	54	MANHOLE - 48 IN.	1 EA	3,800.00	3,800.00	3,265.00	\$3,265.00	6,000.00	\$6,000.00	
MODIFIED 2 EA 600.00 1,200.00 790.00 \$1,580.00 1,200.00 \$2,400.00 57 ADJUST EXISTING VALVE BOX, MON, OR CO IN CONCRETE 2 EA 600.00 1,200.00 790.00 \$1,580.00 1,200.00 \$2,400.00 58 ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT 1 EA 700.00 700.00 904.00 \$904.00 950.00 \$950.00 59 CATCH BASIN TYPE 1 2 EA 2,700.00 5,400.00 3,778.00 \$7,556.00 3,200.00 \$66,400.00 60 CATCH BASIN TYPE 3 2 EA 3,100.00 6,200.00 3,303.00 \$66,606.00 3,500.00 \$7,000.00 61 CLEANING EXISTING DRAINAGE STRUCTURE 2 EA 600.00 1,200.00 486.00 \$972.00 1,000.00 \$2,000.00 62 EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES 20 CY 100.00 2,000.00 \$33.00 \$38,860.00 350.00 \$1,520.00 63 REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL 10 CY 45.00 450.00 \$2,470.00 \$500 </td <td>55</td> <td>MANHOLE - 48 IN. SHALLOW</td> <td>2 EA</td> <td>3,000.00</td> <td>6,000.00</td> <td>3,906.00</td> <td>\$7,812.00</td> <td>5,000.00</td> <td>\$10,000.00</td> <td></td>	55	MANHOLE - 48 IN. SHALLOW	2 EA	3,000.00	6,000.00	3,906.00	\$7,812.00	5,000.00	\$10,000.00	
BOX, MON, OR CO IN CONCRETE BOX, MON, OR CO IN CONCRETE Image: Margin and M	56		1 EA	4,500.00	4,500.00	4,968.00	\$4,968.00	6,000.00	\$6,000.00	
DW, OR INLET IN ASPHALT C <thc< th=""> C C C</thc<>	57	BOX, MON, OR CO IN	2 EA	600.00	1,200.00	790.00	\$1,580.00	1,200.00	\$2,400.00	
60 CATCH BASIN TYPE 3 2 EA 3,100.00 6,200.00 3,303.00 \$6,606.00 3,500.00 \$7,000.00 61 CLEANING EXISTING DRAINAGE STRUCTURE 2 EA 600.00 1,200.00 486.00 \$972.00 1,000.00 \$2,000.00 62 EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES 20 CY 100.00 2,000.00 193.00 \$3,860.00 350.00 \$7,000.00 63 REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL 10 CY 35.00 350.00 26.00 \$26.00 152.00 \$1,520.00 64 REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL 10 CY 45.00 450.00 247.00 \$2,470.00 55.00 \$550.00 65 TRENCH SAFETY SYSTEM 1 LS 3,000.00 3,000.00 802.00 \$1,500.00 \$1,500.00 66 CATCH BASIN DI SEWER PIPE 8 IN. DIA. 70 LF 60.00 4,200.00 93.00 \$6,510.00 120.00 \$8,400.00 67 ESC LEAD 1 LS 2,000.00 2,000.00 2,398.00 \$2,398.00 1,250.00 \$1,250.00	58		1 EA	700.00	700.00	904.00	\$904.00	950.00	\$950.00	
61 CLEANING EXISTING DRAINAGE STRUCTURE 2 EA 600.00 1,200.00 486.00 \$972.00 1,000.00 \$2,000.00 62 EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES 20 CY 100.00 2,000.00 193.00 \$3,860.00 350.00 \$7,000.00 63 REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL 10 CY 35.00 350.00 26.00 \$2260.00 152.00 \$1,520.00 64 REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL 10 CY 45.00 450.00 247.00 \$2,470.00 \$55.00 \$550.00 65 TRENCH SAFETY SYSTEM 1 LS 3,000.00 3,000.00 802.00 1,500.00 \$1,500.00 66 CATCH BASIN DI SEWER PIPE 8 IN. DIA. 70 LF 60.00 4,200.00 93.00 \$6,510.00 120.00 \$8,400.00 67 ESC LEAD 1 LS 2,000.00 2,000.00 2,398.00 \$2,398.00 1,250.00 \$1,250.00	59	CATCH BASIN TYPE 1	2 EA	2,700.00	5,400.00	3,778.00	\$7,556.00	3,200.00	\$6,400.00	
DRAINAGE STRUCTURE 20 CY 100.00 2,000.00 193.00 \$3,860.00 350.00 \$7,000.00 62 EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES 20 CY 100.00 2,000.00 193.00 \$3,860.00 350.00 \$7,000.00 63 REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL 10 CY 35.00 350.00 26.00 \$260.00 152.00 \$1,520.00 64 REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL 10 CY 45.00 450.00 247.00 \$2,470.00 55.00 \$550.00 65 TRENCH SAFETY SYSTEM 1 LS 3,000.00 3,000.00 802.00 1,500.00 \$1,500.00 66 CATCH BASIN DI SEWER PIPE 8 IN. DIA. 70 LF 60.00 4,200.00 93.00 \$6,510.00 120.00 \$8,400.00 67 ESC LEAD 1 LS 2,000.00 2,000.00 2,398.00 \$2,398.00 1,250.00 \$1,250.00	60	CATCH BASIN TYPE 3	2 EA	3,100.00	6,200.00	3,303.00	\$6,606.00	3,500.00	\$7,000.00	
FOR ROCK EXCAVATION - TRENCHES FOR ROCK EXCAVATION - TRENCHES Image: Constraint of the system	61		2 EA	600.00	1,200.00	486.00	\$972.00	1,000.00	\$2,000.00	
FOUNDATION MATERIAL Image:	62	FOR ROCK EXCAVATION -	20 CY	100.00	2,000.00	193.00	\$3,860.00	350.00	\$7,000.00	
FOUNDATION MATERIAL FOUNDATION MATERIAL 65 TRENCH SAFETY SYSTEM 1 LS 3,000.00 3,000.00 802.00 \$802.00 1,500.00 \$1,500.00 66 CATCH BASIN DI SEWER PIPE 8 IN. DIA. 70 LF 60.00 4,200.00 93.00 \$6,510.00 120.00 \$8,400.00 67 ESC LEAD 1 LS 2,000.00 2,000.00 2,398.00 \$2,398.00 1,250.00 \$1,250.00	63		10 CY	35.00	350.00	26.00	\$260.00	152.00	\$1,520.00	
66 CATCH BASIN DI SEWER 70 LF 60.00 4,200.00 93.00 \$6,510.00 120.00 \$8,400.00 67 ESC LEAD 1 LS 2,000.00 2,000.00 2,398.00 \$2,398.00 1,250.00 \$1,250.00	64		10 CY	45.00	450.00	247.00	\$2,470.00	55.00	\$550.00	
PIPE 8 IN. DIA. 67 ESC LEAD 1 LS 2,000.00 2,398.00 \$2,398.00 1,250.00 \$1,250.00	65	TRENCH SAFETY SYSTEM	1 LS	3,000.00	3,000.00	802.00	\$802.00	1,500.00	\$1,500.00	
	66		70 LF	60.00	4,200.00	93.00	\$6,510.00	120.00	\$8,400.00	
68 INLET PROTECTION 4 EA 100.00 400.00 140.00 \$560.00 100.00 \$400.00	67	ESC LEAD	1 LS	2,000.00	2,000.00	2,398.00	\$2,398.00	1,250.00	\$1,250.00	
	68	INLET PROTECTION	4 EA	100.00	400.00	140.00	\$560.00	100.00	\$400.00	

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69	TOPSOIL TYPE A, 2 INCH THICK	1280 SY	13.00	16,640.00	5.00	\$6,400.00	4.00	\$5,120.00	
70	SOD INSTALLATION	1280 SY	18.00	23,040.00	6.50	\$8,320.00	15.00	\$19,200.00	
71	2 INCH CALIPER DECIDUOUS TREE	13 EA	700.00	9,100.00	486.00	\$6,318.00	850.00	\$11,050.00	
72	CEMENT CONCRETE MOW STRIP, 6 IN. X 6 IN.	10 LF	25.00	250.00	30.00	\$300.00	100.00	\$1,000.00	
73	TOPSOIL FOR BIO- INFILTRATION SWALES, 12 INCH THICK INCL. SE	310 SY	22.00	6,820.00	28.00	\$8,680.00	39.00	\$12,090.00	
74	CONSTRUCT BIO- INFILTRATION SWALE	310 SY	12.00	3,720.00	7.50	\$2,325.00	28.00	\$8,680.00	
75	SWALE DRAIN PAD	2 EA	300.00	600.00	2,500.00	\$5,000.00	400.00	\$800.00	
76	IRRIGATION SYSTEM	1 LS	20,000.00	20,000.00	32,091.00	\$32,091.00	35,000.00	\$35,000.00	
77	4 IN. DI IRRIGATION SLEEVE	50 LF	40.00	2,000.00	58.00	\$2,900.00	100.00	\$5,000.00	
78	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	3,000.00	3,000.00	11,645.00	\$11,645.00	15,000.00	\$15,000.00	
79	RETROFIT EXISTING IRRIGATION SYSTEM - CENTENNIAL HOTEL	1 LS	10,000.00	10,000.00	4,921.00	\$4,921.00	7,500.00	\$7,500.00	
80	CEMENT CONCRETE CURB	2035 LF	37.00	75,295.00	38.00	\$77,330.00	25.00	\$50,875.00	
81	CEMENT CONCRETE CURB AND GUTTER	5 LF	40.00	200.00	93.00	\$465.00	100.00	\$500.00	
82	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	250 SY	150.00	37,500.00	105.00	\$26,250.00	140.00	\$35,000.00	
83	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	800.00	800.00	1,214.00	\$1,214.00	750.00	\$750.00	
84	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	2,000.00	2,000.00	3,641.00	\$3,641.00	3,500.00	\$3,500.00	
85	CEMENT CONCRETE SIDEWALK	1321 SY	60.00	79,260.00	62.00	\$81,902.00	60.00	\$79,260.00	
86	RAMP DETECTABLE WARNING	24 SF	30.00	720.00	28.00	\$672.00	20.00	\$480.00	
87	TREE WELL	5 EA	3,000.00	15,000.00	434.00	\$2,170.00	600.00	\$3,000.00	
88	TREE GRATE	5 EA	2,000.00	10,000.00	4,830.00	\$24,150.00	2,250.00	\$11,250.00	
89	TRAFFIC SIGNAL SYSTEM RETROFIT	1 LS	16,000.00	16,000.00	47,945.00	\$47,945.00	43,450.00	\$43,450.00	
90	RECTANGULAR RAPID FLASHING BEACON CONDUIT SYSTEM	1 LS	4,000.00	4,000.00	10,317.00	\$10,317.00	10,000.00	\$10,000.00	

Bid To	otal		\$	911,834.50	ş	51,028,674.00	\$	61,200,000.00
96	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	2 EA	2.00	4.00	164.00	\$328.00	150.00	\$300.0
95	PAVEMENT MARKING - DURABLE HEAT APPLIED	1309 SF	10.00	13,090.00	8.50	\$11,126.50	10.00	\$13,090.0
94	REMOVAL OF EXISTING PAVEMENT MARKINGS	383 SF	4.50	1,723.50	4.50	\$1,723.50	5.00	\$1,915.0
93	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	4,000.00	4,000.00	5,802.00	\$5,802.00	4,500.00	\$4,500.0
92	TEMPORARY INTERSECTION LIGHTING SYSTEM	1 LS	1,000.00	1,000.00	15,282.00	\$15,282.00	7,500.00	\$7,500.0
91	TEMPORARY TRAFFIC SIGNAL SYSTEM	1 LS	2,000.00	2,000.00	7,283.00	\$7,283.00	7,000.00	\$7,000.0

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Total
ENGINEER'S ESTIMATE	911,834.50	0.00	0.00	0.00	0.00	0.00	911,834.50
LARIVIERE INC	1,028,674.00	0.00	0.00	0.00	0.00	0.00	1,028,674.00
CORRIDOR CONTRACTORS	1,200,000.00	0.00	0.00	0.00	0.00	0.00	1,200,000.00

Low Bid Contractor: LARIVIERE INC

	Contractor's Bid	Engineer's Estimate	% Variance
Schedule 01	1,028,674.00	911,834.50	12.81 % Over Estimate
Schedule 03	0.00	0.00	% Under Estimate
Bid Totals	1,028,674.00	911,834.50	12.81 % Over Estimate

]

City Clerk's No. 2021-0526 Engineering No. 2019179



City of Spokane PUBLIC WORKS CONTRACT Title: NORTH RIVER DRIVE

SIDEWALK PROJECT

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **LARIVIERE**, **INC.**, whose address is 17564 North Dylan Court, Rathdrum Idaho 83858 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. <u>PERFORMANCE</u>. 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 **NORTH RIVER DRIVE SIDEWALK PROJECT.**

2. <u>CONTRACT DOCUMENTS</u>. 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. <u>TIME OF PERFORMANCE</u>. The time of performance of the Contract shall be in accordance with the contract documents.

4. <u>LIQUIDATED DAMAGES</u>. Liquidated damages shall be in accordance with the contract documents.

5. <u>TERMINATION</u>. Either party may terminate this Contract in accordance with the contract documents.

6. <u>COMPENSATION</u>. 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. <u>TAXES</u>. Sales taxes will be included in bid items for Schedule A-3.

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

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

10. <u>BONDS</u>. 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. <u>INSURANCE</u>. 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. <u>CONTRACTOR'S WARRANTY</u>. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. <u>WAGES</u>. 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. <u>STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED</u>. 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. <u>PUBLIC WORKS REQUIREMENTS</u>. 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. <u>SUBCONTRACTOR RESPONSIBILITY</u>.

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. <u>NONDISCRIMINATION</u>. 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. <u>DEBARMENT AND SUSPENSION</u>. 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. <u>ASSIGNMENTS</u>. 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. <u>ANTI-KICKBACK</u>. 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. <u>COMPLIANCE WITH LAWS</u>. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

23. <u>DISPUTES</u>. 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. <u>SEVERABILITY</u>. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

25. <u>AUDIT / RECORDS</u>. The Contractor and its subcontractors shall maintain for a mi6imum 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. <u>BUSINESS REGISTRATION REQUIREMENT</u>. 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. <u>CONSTRUAL</u>. 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. <u>MODIFICATIONS</u>. 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. <u>INTEGRATION</u>. 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. <u>OFF SITE PREFABRICATED ITEMS</u>. 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. <u>FORCE MAJEURE</u>. 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. <u>CLEAN AIR ACT</u>. 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. <u>USE OF PROJECT MANAGEMENT SOFTWARE</u>. 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.

LARIVIERE, 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	

21-140

PAYMENT BOND

We, LARIVIERE, INC., as principal, and , as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of ONE MILLION TWENTY-EIGHT THOUSAND SIX HUNDRED SEVENTY FOUR AND 00/100 DOLLARS (\$1,028,674.00) 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 NORTH RIVER DRIVE SIDEWALK 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
- Β. 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	·
	LARIVIERE, INC.,
	AS PRINCIPAL
	By: Title:
A valid <u>POWER OF ATTORNEY</u> for the Surety's agent must accompany this bond.	AS SURETY By:

STATE OF WASHINGTON)) ss. County of _____)

I certify that I know or have satisfactory evidence that

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

DATED:

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, LARIVIERE, INC., as principal, and ______, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of ONE MILLION TWENTY-EIGHT THOUSAND SIX HUNDRED SEVENTY FOUR AND 00/100 DOLLARS (\$1,028,674.00) 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 **NORTH RIVER DRIVE SIDEWALK 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. 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		
	LARIVIERE, INC.,	
	AS PRINCIPAL	
	By: Title:	
A valid <u>POWER OF ATTORNEY</u> for the Surety's agent must	AS SURETY By:	,
accompany this bond.	Its Attorney in Fact	

STATE OF WASHINGTON)) ss. County of)

I certify that I know or have satisfactory evidence that

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

DATED on _____

Signature of Notary

My appointment expires _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

SCHEDULE A-3 Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIE S	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 701.00	\$ 701.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
3	SPCC PLAN	1.00 LS	\$ 2,844.00	\$ 2,844.00
4	POTHOLING	1.00 EA	\$ 6,635.00	\$ 6,635.00
5	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 3,160.00	\$ 3,160.00
6	MOBILIZATION	1.00 LS	\$ 68,329.00	\$ 68,329.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 30,345.00	\$ 30,345.00
8	SPECIAL SIGNS	30.00 SF	\$ 24.00	\$ 720.00
9	SEQUENTIAL ARROW SIGNS	550.00 HR	\$ 4.00	\$ 2,200.00
10	PORTABLE CHANGEABLE MESSAGE SIGN	2,400.00 HR	\$ 7.50	\$ 18,000.00
11	TYPE III BARRICADE	9.00 EA	\$ 61.00	\$ 549.00
12	CLEARING AND GRUBBING	1.00 LS	\$ 20,272.00	\$ 20,272.00

13	TREE ROOT TREATMENT	1.00 EA	\$ 910.00	\$ 910.00
14	TREE PROTECTION ZONE	8.00 EA	\$ 303.00	\$ 2,424.00
15	REMOVE TREE, CLASS I	1.00 EA	\$ 607.00	\$ 607.00
16	REMOVE TREE, CLASS II	2.00 EA	\$ 1,092.00	\$ 2,184.00
17	REMOVE TREE, CLASS III	10.00 EA	\$ 1,457.00	\$ 14,570.00
18	TREE PRUNING	3.00 EA	\$ 303.00	\$ 909.00
19	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$ 16,547.00	\$ 16,547.00
20	REMOVE EXISTING CURB	95.00 LF	\$ 16.00	\$ 1,520.00
21	REMOVE EXISTING CURB AND GUTTER	5.00 LF	\$ 17.00	\$ 85.00
22	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	27.00 SY	\$ 18.00	\$ 486.00
23	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	4.00 EA	\$ 780.00	\$ 3,120.00
24	SAWCUTTING CURB	4.00 EA	\$ 36.00	\$ 144.00
25	SAWCUTTING RIGID PAVEMENT	232.00 LFI	\$ 2.00	\$ 464.00
26	SAWCUTTING FLEXIBLE PAVEMENT	13,860.00 LFI	\$ 0.35	\$ 4,851.00
27	ROADWAY EXCAVATION INCL. HAUL -	700.00 CY	\$ 20.00	\$ 14,000.00

28	ROADWAY EXCAVATION INCL. HAUL	1.00 LS	\$ 26,500.00	\$ 26,500.00
29	REMOVE UNSUITABLE FOUNDATION MATERIAL	20.00 CY	\$ 24.00	\$ 480.00
30	REPLACE UNSUITABLE FOUNDATION MATERIAL	20.00 CY	\$ 57.00	\$ 1,140.00
31	COMMON BORROW INCL. HAUL	40.00 CY	\$ 64.00	\$ 2,560.00
32	SPECIAL/INDUSTRIAL WASTE	400.00 TON	\$ 81.00	\$ 32,400.00
33	HAZARDOUS MATERIAL	5.00 TON	\$ 252.00	\$ 1,260.00
34	DISPOSAL OF INERT FILL AND DEBRIS, INCL HAUL	690.00 CY	\$ 28.00	\$ 19,320.00
35	HEALTH AND SAFETY PLAN	1.00 LS	\$ 9,104.00	\$ 9,104.00
36	CONSTRUCTION GEOSYNTHETIC FOR UNDERGROUND DRAINAGE	278.00 SY	\$ 6.50	\$ 1,807.00
37	CONSTRUCTION GEOMEMBRANE LINER	617.00 SY	\$ 17.00	\$ 10,489.00
38	CSTC FOR SIDEWALK AND DRIVEWAYS	88.00 CY	\$ 154.00	\$ 13,552.00
39	HMA CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	3,412.00 SY	\$ 15.00	\$ 51,180.00
40	HMA FOR TRANSITION CL. 1/2 IN. PG 64-28, 3 INCH THICK	312.00 SY	\$ 39.00	\$ 12,168.00
41	HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	140.00 TON	\$ 148.00	\$ 20,720.00

42	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	362.00 SY	\$ 51.00	\$ 18,462.00
43	PAVEMENT REPAIR EXCAVATION INCL. HAUL	362.00 SY	\$ 32.00	\$ 11,584.00
44	PLANING BITUMINOUS PAVEMENT	1,456.00 SY	\$ 3.00	\$ 4,368.00
45	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$ (1.00)	\$ (1.00)
46	COMPACTION PRICE ADJUSTMENT	1,900.00 EST	\$ 1.00	\$ 1,900.00
47	COMMERCIAL CONCRETE	5.00 CY	\$ 224.00	\$ 1,120.00
48	CEMENT CONCRETE CURB WALL	170.00 LF	\$ 55.00	\$ 9,350.00
49	SEGMENTAL CONCRETE RETAINING WALL	1,140.00 SF	\$ 49.00	\$ 55,860.00
50	GRAVEL BACKFILL FOR DRAIN	160.00 CY	\$ 60.00	\$ 9,600.00
51	DUCTILE IRON STORM SEWER PIPE 10 IN. DIA.	355.00 LF	\$ 109.00	\$ 38,695.00
52	PIPE GUARD - 8 INCH	1.00 EA	\$ 719.00	\$ 719.00
53	PIPE GUARD - 10 INCH	1.00 EA	\$ 736.00	\$ 736.00
54	MANHOLE - 48 IN.	1.00 EA	\$ 3,265.00	\$ 3,265.00
55	MANHOLE - 48 IN. SHALLOW	2.00 EA	\$ 3,906.00	\$ 7,812.00

56	DRYWELL TYPE 1 - MODIFIED	1.00 EA	\$ 4,968.00	\$ 4,968.00
57	ADJUST EXISTING VALVE BOX, MON, OR CO IN CONCRETE	2.00 EA	\$ 790.00	\$ 1,580.00
58	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	1.00 EA	\$ 904.00	\$ 904.00
59	CATCH BASIN TYPE 1	2.00 EA	\$ 3,778.00	\$ 7,556.00
60	CATCH BASIN TYPE 3	2.00 EA	\$ 3,303.00	\$ 6,606.00
61	CLEANING EXISTING DRAINAGE STRUCTURE	2.00 EA	\$ 486.00	\$ 972.00
62	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	20.00 CY	\$ 193.00	\$ 3,860.00
63	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	\$ 26.00	\$ 260.00
64	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	\$ 247.00	\$ 2,470.00
65	TRENCH SAFETY SYSTEM	1.00 LS	\$ 802.00	\$ 802.00
66	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	70.00 LF	\$ 93.00	\$ 6,510.00
67	ESC LEAD	1.00 LS	\$ 2,398.00	\$ 2,398.00
68	INLET PROTECTION	4.00 EA	\$ 140.00	\$ 560.00
69	TOPSOIL TYPE A, 2 INCH THICK	1,280.00 SY	\$ 5.00	\$ 6,400.00
70	SOD INSTALLATION	1,280.00 SY	\$ 6.50	\$ 8,320.00

71	2 INCH CALIPER DECIDUOUS TREE	13.00 EA	\$ 486.00	\$ 6,318.00
72	CEMENT CONCRETE MOW STRIP, 6 IN. X 6 IN.	10.00 LF	\$ 30.00	\$ 300.00
73	TOPSOIL FOR BIO-INFILTRATION SWALES, 12 INCH THICK INCL. SE	310.00 SY	\$ 28.00	\$ 8,680.00
74	CONSTRUCT BIO-INFILTRATION SWALE	310.00 SY	\$ 7.50	\$ 2,325.00
75	SWALE DRAIN PAD	2.00 EA	\$ 2,500.00	\$ 5,000.00
76	IRRIGATION SYSTEM	1.00 LS	\$ 32,091.00	\$ 32,091.00
77	4 IN. DI IRRIGATION SLEEVE	50.00 LF	\$ 58.00	\$ 2,900.00
78	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$ 11,645.00	\$ 11,645.00
79	RETROFIT EXISTING IRRIGATION SYSTEM - CENTENNIAL HOTEL	1.00 LS	\$ 4,921.00	\$ 4,921.00
80	CEMENT CONCRETE CURB	2,035.00 LF	\$ 38.00	\$ 77,330.00
81	CEMENT CONCRETE CURB AND GUTTER	5.00 LF	\$ 93.00	\$ 465.00
82	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	250.00 SY	\$ 105.00	\$ 26,250.00
83	REFERENCE AND REESTABLISH SURVEY MONUMENT	1.00 EA	\$ 1,214.00	\$ 1,214.00
84	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$ 3,641.00	\$ 3,641.00

umi	mary of Bid Items			Bid Total	\$ 1,028,674.00
		Sched	ule A	-3 Subtotal	\$ 1,028,674.00
96	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	2.00 EA	\$	164.00	\$ 328.00
95	PAVEMENT MARKING - DURABLE HEAT APPLIED	1,309.00 SF	\$	8.50	\$ 11,126.50
94	REMOVAL OF EXISTING PAVEMENT MARKINGS	383.00 SF	\$	4.50	\$ 1,723.50
93	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1.00 LS	\$	5,802.00	\$ 5,802.00
92	TEMPORARY INTERSECTION LIGHTING SYSTEM	1.00 LS	\$	15,282.00	\$ 15,282.00
91	TEMPORARY TRAFFIC SIGNAL SYSTEM	1.00 LS	\$	7,283.00	\$ 7,283.00
90	RECTANGULAR RAPID FLASHING BEACON CONDUIT SYSTEM	1.00 LS	\$	10,317.00	\$ 10,317.00
89	TRAFFIC SIGNAL SYSTEM RETROFIT	1.00 LS	\$	47,945.00	\$ 47,945.00
88	TREE GRATE	5.00 EA	\$	4,830.00	\$ 24,150.00
87	TREE WELL	5.00 EA	\$	434.00	\$ 2,170.00
86	RAMP DETECTABLE WARNING	24.00 SF	\$	28.00	\$ 672.00
85	CEMENT CONCRETE SIDEWALK	1,321.00 SY	\$	62.00	\$ 81,902.00

SPOKANE Agenda Sheet for City Council Meeting of:			Date Rec'd	7/19/2021
08/16/2021			Clerk's File #	OPR 2021-0527
			Renews #	
Submitting Dept	ENGINEERING SERVICES		Cross Ref #	
Contact Name/Phone	DAN BULLER 625	-6391	Project #	2021090
Contact E-Mail	DBULLER@SPOKANECITY.C	ORG	Bid #	
Agenda Item Type	Contract Item		Requisition #	MASTER
Agenda Item Name	0370 - PARAMETRIX - CIVIL ENGINEERING ON-CALL SERVICES NON-FEDERAL			
	AID			

Agenda Wording

Consultant Agreement with Parametrix, Inc., (Spokane, WA) for On-Call Civil Engineering Services for 2021-2023 projects - Non-Federal for an amount not to exceed \$600,000.00. (Various Neighborhood Councils)

Summary (Background)

The Consultant Agreement for Parametrix, Inc. On-Call Services is for a period of two years with an additional one year option to extend. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be fron the individual projects.

	ant related 2 NO	Public Works? YES	
	ant related? NO		
Fiscal Impact		Budget Account	
Expense \$ \$600,000.00		# VARIOUS	
Select \$		#	
Select \$		#	
Select \$		#	
Approvals		Council Notification	<u>s</u>
Dept Head	TWOHIG, KYLE	Study Session\Other	PIES 7/26
Division Director	FEIST, MARLENE	Council Sponsor	Beggs
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org	
Additional Approvals		kgoodman@spokanecity.or	rg
Purchasing		jgraff@spokanecity.org	
		aduffey@spokanecity.org	
		dbuller@spokanecity.org	

Briefing Paper PIES

Division & Department:	Engineering Services; Public Works		
Subject:	On-Call Engineering Consultants		
Date:	July 26, 2021		
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)		
City Council Sponsor:	Breean Beggs		
Executive Sponsor:	Marlene Feist		
Committee(s) Impacted:	PIES		
Type of Agenda item:	🛛 Consent 🛛 Discussion 🖓 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)			
<u>Background/History:</u> Engineering Services will occasionally send projects out to consulting engineers for design services when expertise or capacity do not allow the project to be designed in house. Engineering Services will manage the design consultant to ensure the project meets the City's standards.			
 Executive Summary: A request for qualifications was advertised earlier this month for general engineering design services. A review committee ranked the firms by qualifications. Two firms have been selected, Parametrix and HDR. Each proposed contract will be for approximately \$500,000 over a two year period. Costs incurred under the proposed contracts will be paid as part of each public works project for which the consultant is used. 			
Budget Impact:			
Approved in current year budget? Annual/Reoccurring expenditure? If new, specify funding source: Other budget impacts: (revenue get	⊠Yes □No □N/A □Yes ⊠No □N/A nerating, 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 Clerk's 2021-0527



City of Spokane

CONSULTANT AGREEMENT

Title: ON-CALL GENERAL CIVIL ENGINEERING FOR 2021-2023 NON-FEDERAL AID PROJECTS

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PARAMETRIX**, whose address is 835 North Post Street, Suite 201, Spokane, Washington 99201-2126 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide **ON-CALL GENERAL CIVIL ENGINEERING FOR 2021-2023 NON-FEDERAL AID PROJECTS** for the City; and

WHEREAS, the Consultant was selected through a Request for Qualifications issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on August 16, 2021, and ends on July 31, 2023, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in the City's Request for Qualification which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

This agreement covers yet to be defined civil engineering work associated with the City of Spokane public works projects. Work initiated under this agreement shall occur as follows:

- 1. City personnel contact Consultant and describe overall project and needed geotechnical work.
- 2. Consultant responds to City contact in writing with a proposed scope of work and budget.
- 3. City personnel review and approve (or request revisions to) scope of work and budget. Once approved, a brief document referencing the Consultant prepared scope of work and budget.
- 4. Task assignment is signed and dated by Consultant, City project manager and City Engineering Services Director.
- 5. Work begins

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

4. COMPENSATION.

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Company shall submit its applications for payment to City of Spokane, Engineering Services Department, 808 West Spokane Falls Blvd., Spokane, WA 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents

shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.

- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. Airfare: Not included in this contract.
- E. **Meals:** Not included in this contract.
- F. Lodging: Not included in this contract.
- G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. Rental Car: Not included in this contract.
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:		
CITY OF SPOKANE		
ENGINEERING SERVICES DEPARTMENT		
2nd Floor – City Hall		
808 West Spokane Falls Boulevard		
Spokane, WA 99201		
Invoices under this Contract shall clearly display the following information		
(sub-consultants' invoices shall also include this information):		
Invoice Date and Invoice Number		
ENGINEERING SERVICES DEPARTMENT		
Project Coordinator:		
 (Please do not put name in the address portion of the invoice) 		
Department Contract No. OPR #		
Contract Title: ON-CALL GENERAL CIVIL ENGINEERING FOR 2021-		
2023 NON-FEDERAL AID PROJECTS		
Period covered by the invoice		

- Project Title = A Project is described as listed on the task assignment
- Employee's name and classification
- Employee's all-inclusive hourly rate and # of hours worked
- Total labor costs per Project
- Itemization of direct, non-salary costs (per Project, if so allocated)
- The following Sub-Consultant payment information will be provided [*if needed*] (attach Sub-Consultant invoices as backup):
 - Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
 - Cumulative To-Date amount paid to all Sub-consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per Project and for the total Agreement

8. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

9. CITY OF SPOKANE BUSINESS LICENSE.

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

10. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
CITY OF SPOKANE	PARAMETRIX
ENGINEERING SERVICES DEPARTMENT	835 North Post Street, Suite 201
2nd Floor – City Hall	Spokane, Washington 99201-2126
808 West Spokane Falls Boulevard	
Spokane, WA 99201	

11. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

12. INDEMNIFICATION.

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

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

13. INSURANCE.

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

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide

that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

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

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

14. 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.

15. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

16. INDEPENDENT CONSULTANT.

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

- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

17. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

18. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

19. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing

in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

20. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

21. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

22. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license

to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

23. CONFIDENTIALITY.

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

24. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

25. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be

given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

26. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately: (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

27. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility

under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

PARAMETRIX

CITY OF SPOKANE

Ву	Ву	
Signature Date	Signature Date	
Type or Print Name	Type or Print Name	
Title	Title	
Attest:	Approved as to form:	
City Clerk	Assistant City Attorney	
Attachments: Exhibit A – Certificate Regarding Debarment Exhibit B – Scope of Services		

21-137

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B

NADINE WOODWARD MAYOR



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

2021-2023 RFQ –GENERAL CIVIL ENGINEERING DESIGN FOR NON-FEDERAL AID PROJECTS REQUEST FOR QUALIFICATIONS City of Spokane, Washington

DESCRIPTION: GENERAL CIVIL ENGINEERING FOR 2021-2023 NON-FEDERAL AID PROJECTS

- DUE DATE:WEDNESDAY, JULY 7, 2021No later than 1:00 p.m.
- DELIVERY: via email to: dbuller@spokanecity.org

1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Department of Engineering Services (hereinafter "City") is initiating this Request for Qualifications (RFQ) to solicit Proposals from Firms with expertise in civil engineering design.

1.2 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

A portion of the funding for this project may come from state or federal sources. Where applicable, the contract awarded as a result of this procurement will incorporate the requirements of state or federal funding programs.

1.3 PERIOD OF PERFORMANCE

The period of performance of the on-call contract resulting from this RFQ is tentatively scheduled to begin on or about August 9, 2021 and to end on July 31, 2023 with an optional 1 year renewal to July 31, 2023.

1.4 DEFINITIONS

Definitions for the purposes of this RFQ include:

City – The City of Spokane, a Washington State municipal corporation, that is issuing this RFQ.

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

Proposal – A formal offer or statement of qualifications submitted in response to this solicitation.

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

Request for Qualifications (RFQ) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit the consultant community to provide qualifications for evaluation.

1.5 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

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

1.6 ADDENDA

Addenda will be emailed.

2. SCOPE OF SERVICES

The scope of services will include civil design and associated activities (potentially including construction administration) of City of Spokane public works projects. Typical tasks/project components could include:

- Civil engineering design
 - Surveying associated with the project design
 - Hiring/managing subconsultants for the project design
 - Bid phase assistance associated with the project design
 - Construction staking associated with the project design
 - Construction administration associated with the project design

The City expects to assign a particular public works design to the consultant and the consultant would complete some or all of the above (or related) tasks. If more efficient, the City may perform some of the above tasks on a given project. For example, the City may elect to do the surveying and/or construction administration on a given project. The type of projects the City envisions assigning under this agreement are water (water main, pump station, etc.), sewer (sewer main, lift station, etc.) and/or street projects with a construction value in the range of \$1M - \$5M.

Individual project fees will be negotiated for each project. Total expenditures over the two-year (or three year, if extended) life of the agreement shall not exceed a total of \$600,000.

Currently the City has identified the first project to be assigned under this contract to be an North-South Corridor related regrading of the Wellesley/Market intersection. The City does not guarantee that this project or any project will be awarded to the Firm selected as a result of this RFQ.

3. GENERAL INFORMATION

3.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

Name	Dan Buller
Address	808 W. Spokane Falls Blvd., Spokane, WA 99201
Phone Number	509-625-6391
E-Mail Address	dbuller@spokanecity.org

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

	Expected Dates
Issue Request for Qualifications	Week of 6-14-21
Proposals due	7-7-21
Evaluate Proposals	Week of 7-12-21
Conduct oral interviews with finalists, if required	Week of 7-12-21
Announce selection, negotiate contract	Week of 7-19-21
City Council approval of contract	Weeks of 7-26-21 & 8-2-21
Contract signatures	Week of 8-2-21

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

Proposals shall be submitted via email to <u>dbuller@spokanecity.org</u>. The email shall include subject line "SOQ – 2021-2023 General Civil Engineering Non-Fed Aid".

Proposals shall be submitted in pdf format. The entire submittal shall consist of not more than three pdf files (and, ideally, a single pdf file). Note that the City email server will not accept files larger than 10 MB, so files should be configured accordingly. If your submittal is such that you need an FTP link, please email <u>dbuller@spokanecity.org</u>, and an FTP link will be provided.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

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

All received Proposals shall remain confidential until the award of contract. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

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

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

All requests for information should be directed to the RFQ Coordinator.

3.5 REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, such revision will be emailed to you.

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

3.6 ACCEPTANCE PERIOD

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

3.7 **RESPONSIVENESS**

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

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

3.8 COSTS TO PROPOSE

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

3.9 NO OBLIGATION TO CONTRACT

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

3.10 REJECTION OF PROPOSALS

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

4. **PROPOSAL CONTENTS**

4.1 PREPARATION OF PROPOSAL

Proposals shall be submitted via email. The major sections of the Proposal are to be submitted in the order noted below:

- 1. Letter of Submittal.
- 2. Qualifications Statement.

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

4.2 LETTER OF SUBMITTAL

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

- 1. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
- 2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.).
- 3. Location of the facility from which the Firm would operate.
- 4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
- 5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Qualifications unless otherwise agreed by the City.
- 6. Acknowledgement that the Firm certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further Acknowledge that Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and the Firm agrees to comply with City requirements to follow cost principals outlined in 2 CFR 200, Subpart E Cost Principles for financial disbursements under its Grant Agreement. The Firm also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F Audit Requirements".

4.3 PROPOSAL (QUALIFICATION STATEMENT)

<u>Proposers shall limit their Proposal response to a maximum of 6 pages excluding "letter of submittal," résumés and reference letters.</u> The Firm's Proposal response to the RFQ shall include at a minimum the following items:

- 1. A description of the Firm's qualifications/experience in the areas in design of public works projects of the type described in section 2 above.
- 2. A staffing plan listing:
 - a) personnel who will be responsible for carrying out the work.
 - b) a description of qualifications, skills (e.g., <u>brief</u> résumés), and responsibilities for each project participant.
- 3. References of at least three current/former clients (if City staff are listed, they shall be in addition to these three) for whom the Firm performed similar services on similar projects to those described herein. Identify contact persons and email addresses and phone numbers. The Firm grants permission to the City to contact the references. City staff references, if provided,

shall be above and beyond the three references noted above. The City may evaluate references at the City's discretion.

- 4. Include a list of contracts the Firm has had during the last two (2) years that relate to the Firm's ability to perform the services needed under this RFQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/email addresses. The Firm grants permission to the City to contact the references.
- 5. If the Firm has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance, and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

5. EVALUATION

5.1 EVALUATION PROCEDURE

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

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

5.2 EVALUATION WEIGHTING AND SCORING

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

Qualifications of key personnel	33%
Expertise and approach to various tasks described in Scope of Services	33%
Past performance/references relevant to areas itemized above on similar projects	34%

5.3 AWARD OF CONTRACT

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

Award of contract, when made, will be to the Proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors and subject to negotiation of fair and reasonable compensation. The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all or the Proposal.

5.4 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

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

6. CONTRACT TERMS

6.1 BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and been the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <u>http://bls.dor.wa.gov</u> or 1-800-451-7985 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6.2 ANTI-KICKBACK

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

6.3 **DISPUTES**

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

6.4 TERMINATION

For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

6.5. NONDISCRIMINATION

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

6.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A Certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm and its principals;

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

6.7 PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6.8 LIABILITY

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

6.9 INSURANCE COVERAGE

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

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

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

6.10 CONFORMANCE WITH FEDERAL, STATE AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved. Note requirements listed in Attachment "A" titled "Federal Grant Funded Guidelines" incorporated herein by reference.

6.11 DEBARRED OR SUSPENDED PARTY

The City will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any Federal, State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

6.12 MAINTENANCE OF RECORDS

The Firm will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Firm shall make available to the City, Washington State Auditor, Federal Grantor Agency, Comptroller General of the United States or any of their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Firm shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

6.13 SINGLE AUDIT REQUIREMENTS

Any contract awarded as a result of this RFQ may include the agreement to annually audit any contracts with the City. Audits shall be performed in accordance with 2 CFR 200 Subpart F – Audit Requirements as appropriate and shall be received by the City within the 12 month period following the close of each fiscal year. Agencies not covered by federal single audit requirements may be responsible for an independent agency audit, which meets general accepted auditing standards.

6.14 AMERICANS WITH DISABILITIES ACT INFORMATION

This material can be made available in an alternate format by emailing Dan Buller at <u>dbuller@spokanecity.org</u> or by calling 625-6700.

6.15 FEDERAL FUNDING NONDISCRIMINATION

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The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject this certificate does not confer rights t	to th	ne te	rms and conditions of th	e policy, certain p	olicies may			
PRODUCER				CONTACT NAME: Jennifer A	, Aquirre			
AssuredPartners Design Professionals	s Insi	urano	ce Services, LLC	PHONE (A/C, No, Ext): (510) 4		FAX (A/C, No):		
3697 Mt. Diablo Blvd Šuite 230 Lafayette CA 94549				E-MAIL ADDRESS: DesignP				
				0	U	RDING COVERAGE		NAIC #
			1:	INSURER A : Nationa				20478
INSURED			License#: 6003745 PARAINC-01	INSURER B : Contine				35289
Parametrix, Inc.						ompany of Reading PA		20427
1019 39th Ave. SE Suite 100 Puyallup, WA 98374				INSURER D : XL Spe				37885
(253) 604-6600				INSURER E : Valley F				20508
()								20308
L COVERAGES CER		CATE	NUMBER: 694877221	INSURER F : Contine	mai Gasually	REVISION NUMBER:		20443
THIS IS TO CERTIFY THAT THE POLICIES				/E BEEN ISSUED TO				
INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIF PERT	REME AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORDI	OF ANY CONTRAC	f or other es describe	DOCUMENT WITH RESPE	ст то \	WHICH THIS
INSR LTR TYPE OF INSURANCE		SUBR WVD		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A X COMMERCIAL GENERAL LIABILITY	Y	Y	6050531366	11/1/2020	11/1/2021	EACH OCCURRENCE	\$ 1,000	,000
CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000	,
X Contractual Liab						MED EXP (Any one person)	\$ 10,00	
X XCU Included						PERSONAL & ADV INJURY	\$ 1,000	
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000	
						PRODUCTS - COMP/OP AGG	\$ 2,000	-
X OTHER: WA Stop Gap/EL						WA Stop Gap	\$ 1,000	,
	Y	Y	6050531352	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT	\$ 1,000	
			000001002	11112020	110 102021	(Ea accident) BODILY INJURY (Per person)	\$,
OWNED SCHEDULED						BODILY INJURY (Per accident)		
AUTOS ONLY AUTOS X HIRED X NON-OWNED						PROPERTY DAMAGE	\$	
AUTOS ONLY AUTOS ONLY						(Per accident)	\$	
B X UMBRELLA LIAB X OCCUR	Y	Y	6050521422	11/1/2020	11/1/2021			
		T	6050531433	11/1/2020	11/1/2021	EACH OCCURRENCE	\$ 15,00	,
CLAIMS-MADE	-					AGGREGATE	\$ 15,00	0,000
DED X RETENTION \$ 0		V	0050504000	44/4/2020	44/4/0004	Y PER OTH-	\$	
F AND EMPLOYERS' LIABILITY Y / N		Y	6050531383 6050531402	11/1/2020 11/1/2020	11/1/2021 11/1/2021	∧ STATUTE ER		top Gap
ANYPROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBEREXCLUDED?	N/A					E.L. EACH ACCIDENT	\$ 1,000	
(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE		
If yes, describe under DESCRIPTION OF OPERATIONS below			DDD0007000		44/4/00000	E.L. DISEASE - POLICY LIMIT	\$1,000	
D Professional Liability Claims Made Pollution Liability Included		Y	DPR9967689	11/1/2020	11/1/2021	Per Claim Annual Aggregate Retroactive Date:	\$1,00 \$1,00 01/01	0,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Umbrella Liability policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability. Project Name: General Civil Engineering for 2021-2023 Non-Federal Aid Projects City of Spokane, its officers and employees are named as Additional Insured on General Liability and Auto Liability, per policy forms, with respect to the								
opérations of the Named Insured as require	ed by	writte	en contract or agreement.					
CERTIFICATE HOLDER				CANCELLATION	30 Days Noti	ce of Cancellation		
City of Spokane Attn: Dan Buller				THE EXPIRATIO ACCORDANCE W	N DATE TH	DESCRIBED POLICIES BE C EREOF, NOTICE WILL I CY PROVISIONS.		
808 W Spokane Falls Blvd	•							
Spokane WA 99201-3316				Stefanicful				
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CNA PARAMOUNT



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The WHO IS AN INSURED section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by written contract to add as an additional insured on this coverage part, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. unless paragraph B. below applies,
 - 1. bodily injury, property damage, or personal and advertising injury caused in whole or in part by the acts or omissions by or on behalf of the Named Insured and in the performance of such Named Insured's ongoing operations as specified in such written contract; or
 - 2. bodily injury or property damage caused in whole or in part by your work and included in the productscompleted operations hazard, and only if
 - a. the written contract requires the Named Insured to provide the additional insured such coverage; and
 - b. this coverage part provides such coverage.
 - B. bodily injury, property damage, or personal and advertising injury arising out of your work described in such written contract, but only if:
 - 1. this coverage part provides coverage for bodily injury or property damage included within the products completed operations hazard; and
 - 2. the written contract specifically requires the Named Insured to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- **II.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the written contract; or
 - B. a higher limit of insurance than required by the written contract.
- **III.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - **B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by written

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
- 2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
- **3.** send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 4. tender the defense and indemnity of any claim to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 - 1. the bodily injury or property damage; or
 - 2. the offense that caused the **personal and advertising injury**

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:

SCHEDULE

1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

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

It is understood and agreed that the condition entitled Transfer Of Rights Of Recovery Against Others To The Insurer is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the Named Insured's ongoing operations or your work done under a contract with that person or organization and included in the products-completed operations hazard.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA75008XX (1-15) Page 1 of 1 Nat'l Fire Ins Co of Hartford Insured Name: PARAMETRIX, INC.



CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to Section II, Paragraph A.1., Who Is An Insured:

- **1. a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - **b.** The insurance afforded by this provision **A.1**. does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
- **2.** Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- **a.** Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- **b.** Does not apply to:
 - (1) Bodily injury or property damage caused by an accident that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
- 3. Any person or organization that you are required by a written contract to name as an additional insured is an insured but only with respect to their legal liability for acts or omissions of a person, who qualifies as an insured under SECTION II WHO IS AN INSURED and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
- 4. An employee of yours is an insured while operating an auto hired or rented under a contract or agreement in that employee's name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A**. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

- **1.** Which are no longer in force; or
- 2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

- 1. In a.(2), the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
- 2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)	Policy No: 6050531352	
Page: 1 of 4	Policy Effective Date:	
	11/01/2020	
Underwriting Company: The Continental Insurance Company, 151 N Franklin St. Chicago, II, 60606		



C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to Section III, Paragraph A.3.:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- **b.** \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to Section III. Paragraph A .:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered auto you lease, hire, rent or borrow without a driver; and
- **b.** Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one accident or loss is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to loss caused by fire or lightning.
- **d.** The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired autos will:
 - (1) Include loss of use, provided it is the consequence of an accident for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per accident.

E. Airbag Coverage

The following is added to Section III, Paragraph B.3.:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

Form No: CNA63359XX (04-2012) Page: 2 of 4 Policy No: 6050531352 Policy Effective Date: 11/01/2020

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606



F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to Section III, Paragraph B.6.:

Subject to the following, the diminution in value exclusion does not apply to:

- a. Any covered auto of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- **b.** Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- **c.** Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for loss to a covered auto in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the auto's actual cash value (ACV).

III. Drive Other Car Coverage - Executive Officers

The following is added to Sections II and III:

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An auto owned by that "executive officer" or a member of that person's household; or
 - **b.** An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered auto; and
- (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are insureds while using a covered auto described in this provision.

IV. BUSINESS AUTO CONDITIONS

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

The following is added to Section IV, Paragraph A.2.a.:

Form No: CNA63359XX (04-2012) Page: 3 of 4 Policy No:6050531352 Policy Effective Date: 11/01/2020

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606



(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.:

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to Section IV, Paragraph B.2.:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to Section IV, Paragraph B.5.:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to Accident or Loss.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

Form No: CNA63359XX (04-2012) Page: 4 of 4 Policy No: 6050531352 Policy Effective Date: 11/01/2020

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606



Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Chicago, IL 60604

Policy No: 6 50531402



BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One** - **Workers' Compensation Insurance G. Recovery From Others** and **Part Two** - **Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

< Business Lookup

License Inform	nation:	New search Back to results
Entity name:	PARAMETRIX INC	
Business name:	PARAMETRIX, INC.	
Entity type:	Profit Corporation	
UBI #:	600-135-349	
Business ID:	001	
Location ID:	0006	
Location:	Active	
Location address:	835 N. POST STREET, SUITE 201 BLDG 201 SPOKANE WA 99201	
Mailing address:	PARAMETRIX INC 1019 39TH AVE SE SUITE 100 PUYALLUP WA 98374	
Excise tax and reselle	er permit status: Click here	
Secretary of State st	atus: Click here	
Endorsements		
Endorsements held at	this lo License # Count Details Status	Expiration da [®] First issuance
Spokane General Bus	iness Active	Apr-30-2022 Dec-18-2018
Governing Peo	Dple May include governing people not registered with Secretary of State	
Governing people	Title	
Moeini, Holli		
PEACOCK, JEFFREY		
Registered Tra	de Names	
Registered trade name		First issued

?

Registered trade names	Status	First issued
PARAMETRIX INC	Active	Dec-18-2018
PARAMETRIX, INC.	Active	Sep-16-1986
	View Additional Locations	
	The Business Lookup information is updated nightly. Search date and time: 7/19/2021 4:01:09 PM	

Contact us

How are we doing? Take our survey!

Don't see what you expected? Check if your browser is supported

 \checkmark

PARAMETRIX (Spokane and CdA Office) 2021 FEE SCHEDULE (Updated April 2021)

Principal/Project Manager	<u>Hourly Rate</u> \$180.00
Operations/Project Manager	\$160.00
Senior Engineer	\$155.00
Landscape Architect	\$150.00
Senior Land Planner	\$150.00
Survey Manager	\$150.00
Senior/Project Surveyor	\$140.00
Project Engineer III	\$120.00
Designer IV	\$120.00
Construction Manager	\$120.00
Project Engineer II	\$110.00
Designer II/Construction Engineer	\$105.00
Project Engineer I	\$100.00
Survey Senior Technician	\$ 90.00
Landscape Designer	\$ 90.00
Field Surveyor	\$ 90.00
Inspector	\$ 90.00
Administrative Assistant	\$ 70.00
Survey Equipment	\$ 20.00
Expert Witness	\$200.00

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	7/19/2021	
08/16/2021	Clerk's File #	OPR 2021-0528		
		Renews #		
Submitting Dept	ENGINEERING SERVICES	Cross Ref #		
Contact Name/Phone	DAN BULLER 625-6391	Project #	2021090	
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #		
Agenda Item Type	Contract Item	Requisition #	MASTER	
Agenda Item Name	0370 - HDR ENGINEERING, INC. ON-CALL SERVICES CONTRACT 2021 - 2023			

Agenda Wording

Consultant Agreement with HDR Engineering, Inc., (Spokane, WA) for On-Call Civil Engineering Services for 2021-2023 Projects - Non-Federal for an amount not to exceed \$400,000.00. (Various Neighborhood Councils)

Summary (Background)

This Consultant Agreement for Coffman Engineers On-Call Services is for a period of two years with an additional one year option to extend. Task Assignments shall be prepared under this Agreement ans scoped for individual project needs. Funding shall be from the individual projects.

ant related? NO	Public Works? YES			
Fiscal Impact		Budget Account		
	# VARIOUS			
	#			
	#			
	#			
	Council Notification	S		
TWOHIG, KYLE	Study Session\Other	PIES 7/26		
FEIST, MARLENE	Council Sponsor	Beggs		
ORLOB, KIMBERLY	Distribution List			
ODLE, MARI	eraea@spokanecity.org			
ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org			
	kgoodman@spokanecity.org			
	jgraff@spokanecity.org			
	aduffey@spokanecity.org			
	dbuller@spokanecity.org			
	TWOHIG, KYLE FEIST, MARLENE ORLOB, KIMBERLY ODLE, MARI	Budget Account# VARIOUS####Council NotificationTWOHIG, KYLEStudy Session\OtherFEIST, MARLENEORLOB, KIMBERLYDistribution ListODLE, MARIeraea@spokanecity.orgORMSBY, MICHAELjgraff@spokanecity.orgjgraff@spokanecity.orgaduffey@spokanecity.org		

Briefing Paper PIES

Division & Department:	Engineering Services; Public Works			
Subject:	On-Call Engineering Consultants			
Date:	July 26, 2021			
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)			
City Council Sponsor:	Breean Beggs			
Executive Sponsor:	Marlene Feist			
Committee(s) Impacted:	PIES			
Type of Agenda item:	🛛 Consent 🛛 Discussion 🖓 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			
<u>Background/History:</u> Engineering Services will occasionally send projects out to consulting engineers for design services when expertise or capacity do not allow the project to be designed in house. Engineering Services will manage the design consultant to ensure the project meets the City's standards.				
services.A review committee ranked the finand HDR. Each proposed contract	dvertised earlier this month for general engineering design rms by qualifications. Two firms have been selected, Parametrix will be for approximately \$500,000 over a two year period. d contracts will be paid as part of each public works project for			
Budget Impact:				
Approved in current year budget? Annual/Reoccurring expenditure? If new, specify funding source: Other budget impacts: (revenue get	⊠Yes □No □N/A □Yes ⊠No □N/A nerating, 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 Clerk's 2021-0528



City of Spokane

CONSULTANT AGREEMENT

Title: ON-CALL GENERAL CIVIL ENGINEERING FOR 2021-2023 NON-FEDERAL AID PROJECTS

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HDR ENGINEERING, INC.**, whose address is 835 North Post Street, Suite 101 Spokane, Washington 99201-2126 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide **ON-CALL GENERAL CIVIL ENGINEERING FOR 2021-2023 NON-FEDERAL AID PROJECTS** for the City; and

WHEREAS, the Consultant was selected through a Request for Qualifications issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on August 16, 2021, and ends on July 31, 2023, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in the City's Request for Qualification which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

This agreement covers yet to be defined civil engineering work associated with the City of Spokane public works projects. Work initiated under this agreement shall occur as follows:

- 1. City personnel contact Consultant and describe overall project and needed geotechnical work.
- 2. Consultant responds to City contact in writing with a proposed scope of work and budget.
- 3. City personnel review and approve (or request revisions to) scope of work and budget. Once approved, a brief document referencing the Consultant prepared scope of work and budget.
- 4. Task assignment is signed and dated by Consultant, City project manager and City Engineering Services Director.
- 5. Work begins

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

4. COMPENSATION.

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Company shall submit its applications for payment to City of Spokane, Engineering Services Department, 808 West Spokane Falls Blvd., Spokane, WA 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents

shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.

- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. Airfare: Not included in this contract.
- E. **Meals:** Not included in this contract.
- F. Lodging: Not included in this contract.
- G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. Rental Car: Not included in this contract.
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:			
CITY OF SPOKANE			
ENGINEERING SERVICES DEPARTMENT			
2nd Floor – City Hall			
808 West Spokane Falls Boulevard			
Spokane, WA 99201			
Invoices under this Contract shall clearly display the following information			
(sub-consultants' invoices shall also include this information):			
Invoice Date and Invoice Number			
ENGINEERING SERVICES DEPARTMENT			
Project Coordinator:			
 (Please do not put name in the address portion of the invoice) 			
Department Contract No. OPR #			
Contract Title: ON-CALL GENERAL CIVIL ENGINEERING FOR 2021-			
2023 NON-FEDERAL AID PROJECTS			
Period covered by the invoice			

- Project Title = A Project is described as listed on the task assignment
- Employee's name and classification
- Employee's all-inclusive hourly rate and # of hours worked
- Total labor costs per Project
- Itemization of direct, non-salary costs (per Project, if so allocated)
- The following Sub-Consultant payment information will be provided [*if needed*] (attach Sub-Consultant invoices as backup):
 - Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
 - Cumulative To-Date amount paid to all Sub-consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per Project and for the total Agreement

8. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

9. CITY OF SPOKANE BUSINESS LICENSE.

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

10. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
CITY OF SPOKANE	HDR ENGINEERING, INC.
ENGINEERING SERVICES DEPARTMENT	835 North Post Street, Suite 101
2nd Floor – City Hall	Spokane, Washington 99201-2126
808 West Spokane Falls Boulevard	
Spokane, WA 99201	

11. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

12. INDEMNIFICATION.

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

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

13. INSURANCE.

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

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide

that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

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

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

14. 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.

15. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

16. INDEPENDENT CONSULTANT.

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

- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

17. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

18. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

19. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing

in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

20. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

21. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

22. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license

to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

23. CONFIDENTIALITY.

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

24. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

25. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be

given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

26. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately: (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

27. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility

under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

HDR ENGINEERING, INC.

CITY OF SPOKANE

Ву	Ву
Signature Date	Signature Date
Type or Print Name	Type or Print Name
Title	Title
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Attachments: Exhibit A – Certificate Regarding Debarment Exhibit B – Scope of Services	

21-136

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B

NADINE WOODWARD MAYOR



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

2021-2023 RFQ –GENERAL CIVIL ENGINEERING DESIGN FOR NON-FEDERAL AID PROJECTS REQUEST FOR QUALIFICATIONS City of Spokane, Washington

DESCRIPTION: GENERAL CIVIL ENGINEERING FOR 2021-2023 NON-FEDERAL AID PROJECTS

- DUE DATE:WEDNESDAY, JULY 7, 2021No later than 1:00 p.m.
- DELIVERY: via email to: dbuller@spokanecity.org

1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Department of Engineering Services (hereinafter "City") is initiating this Request for Qualifications (RFQ) to solicit Proposals from Firms with expertise in civil engineering design.

1.2 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

A portion of the funding for this project may come from state or federal sources. Where applicable, the contract awarded as a result of this procurement will incorporate the requirements of state or federal funding programs.

1.3 PERIOD OF PERFORMANCE

The period of performance of the on-call contract resulting from this RFQ is tentatively scheduled to begin on or about August 9, 2021 and to end on July 31, 2023 with an optional 1 year renewal to July 31, 2023.

1.4 DEFINITIONS

Definitions for the purposes of this RFQ include:

City – The City of Spokane, a Washington State municipal corporation, that is issuing this RFQ.

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

Proposal – A formal offer or statement of qualifications submitted in response to this solicitation.

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

Request for Qualifications (RFQ) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit the consultant community to provide qualifications for evaluation.

1.5 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

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

1.6 ADDENDA

Addenda will be emailed.

2. SCOPE OF SERVICES

The scope of services will include civil design and associated activities (potentially including construction administration) of City of Spokane public works projects. Typical tasks/project components could include:

- Civil engineering design
 - Surveying associated with the project design
 - Hiring/managing subconsultants for the project design
 - Bid phase assistance associated with the project design
 - Construction staking associated with the project design
 - Construction administration associated with the project design

The City expects to assign a particular public works design to the consultant and the consultant would complete some or all of the above (or related) tasks. If more efficient, the City may perform some of the above tasks on a given project. For example, the City may elect to do the surveying and/or construction administration on a given project. The type of projects the City envisions assigning under this agreement are water (water main, pump station, etc.), sewer (sewer main, lift station, etc.) and/or street projects with a construction value in the range of \$1M - \$5M.

Individual project fees will be negotiated for each project. Total expenditures over the two-year (or three year, if extended) life of the agreement shall not exceed a total of \$600,000.

Currently the City has identified the first project to be assigned under this contract to be an North-South Corridor related regrading of the Wellesley/Market intersection. The City does not guarantee that this project or any project will be awarded to the Firm selected as a result of this RFQ.

3. GENERAL INFORMATION

3.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

Name	Dan Buller
Address	808 W. Spokane Falls Blvd., Spokane, WA 99201
Phone Number	509-625-6391
E-Mail Address	dbuller@spokanecity.org

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

	Expected Dates		
Issue Request for Qualifications	Week of 6-14-21		
Proposals due	7-7-21		
Evaluate Proposals	Week of 7-12-21		
Conduct oral interviews with finalists, if required	Week of 7-12-21		
Announce selection, negotiate contract	Week of 7-19-21		
City Council approval of contract	Weeks of 7-26-21 & 8-2-21		
Contract signatures	Week of 8-2-21		

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

Proposals shall be submitted via email to <u>dbuller@spokanecity.org</u>. The email shall include subject line "SOQ – 2021-2023 General Civil Engineering Non-Fed Aid".

Proposals shall be submitted in pdf format. The entire submittal shall consist of not more than three pdf files (and, ideally, a single pdf file). Note that the City email server will not accept files larger than 10 MB, so files should be configured accordingly. If your submittal is such that you need an FTP link, please email <u>dbuller@spokanecity.org</u>, and an FTP link will be provided.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

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

All received Proposals shall remain confidential until the award of contract. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

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

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

All requests for information should be directed to the RFQ Coordinator.

3.5 REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, such revision will be emailed to you.

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

3.6 ACCEPTANCE PERIOD

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

3.7 **RESPONSIVENESS**

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

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

3.8 COSTS TO PROPOSE

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

3.9 NO OBLIGATION TO CONTRACT

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

3.10 REJECTION OF PROPOSALS

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

4. **PROPOSAL CONTENTS**

4.1 PREPARATION OF PROPOSAL

Proposals shall be submitted via email. The major sections of the Proposal are to be submitted in the order noted below:

- 1. Letter of Submittal.
- 2. Qualifications Statement.

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

4.2 LETTER OF SUBMITTAL

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

- 1. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
- 2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.).
- 3. Location of the facility from which the Firm would operate.
- 4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
- 5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Qualifications unless otherwise agreed by the City.
- 6. Acknowledgement that the Firm certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further Acknowledge that Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and the Firm agrees to comply with City requirements to follow cost principals outlined in 2 CFR 200, Subpart E Cost Principles for financial disbursements under its Grant Agreement. The Firm also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F Audit Requirements".

4.3 PROPOSAL (QUALIFICATION STATEMENT)

<u>Proposers shall limit their Proposal response to a maximum of 6 pages excluding "letter of submittal," résumés and reference letters.</u> The Firm's Proposal response to the RFQ shall include at a minimum the following items:

- 1. A description of the Firm's qualifications/experience in the areas in design of public works projects of the type described in section 2 above.
- 2. A staffing plan listing:
 - a) personnel who will be responsible for carrying out the work.
 - b) a description of qualifications, skills (e.g., <u>brief</u> résumés), and responsibilities for each project participant.
- 3. References of at least three current/former clients (if City staff are listed, they shall be in addition to these three) for whom the Firm performed similar services on similar projects to those described herein. Identify contact persons and email addresses and phone numbers. The Firm grants permission to the City to contact the references. City staff references, if provided,

shall be above and beyond the three references noted above. The City may evaluate references at the City's discretion.

- 4. Include a list of contracts the Firm has had during the last two (2) years that relate to the Firm's ability to perform the services needed under this RFQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/email addresses. The Firm grants permission to the City to contact the references.
- 5. If the Firm has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance, and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

5. EVALUATION

5.1 EVALUATION PROCEDURE

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

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

5.2 EVALUATION WEIGHTING AND SCORING

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

Qualifications of key personnel	33%
Expertise and approach to various tasks described in Scope of Services	33%
Past performance/references relevant to areas itemized above on similar projects	34%

5.3 AWARD OF CONTRACT

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

Award of contract, when made, will be to the Proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors and subject to negotiation of fair and reasonable compensation. The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all or the Proposal.

5.4 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

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

6. CONTRACT TERMS

6.1 BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and been the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <u>http://bls.dor.wa.gov</u> or 1-800-451-7985 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6.2 ANTI-KICKBACK

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

6.3 **DISPUTES**

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

6.4 TERMINATION

For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

6.5. NONDISCRIMINATION

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

6.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A Certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm and its principals;

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

6.7 PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6.8 LIABILITY

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

6.9 INSURANCE COVERAGE

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

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

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

6.10 CONFORMANCE WITH FEDERAL, STATE AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved. Note requirements listed in Attachment "A" titled "Federal Grant Funded Guidelines" incorporated herein by reference.

6.11 DEBARRED OR SUSPENDED PARTY

The City will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any Federal, State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

6.12 MAINTENANCE OF RECORDS

The Firm will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Firm shall make available to the City, Washington State Auditor, Federal Grantor Agency, Comptroller General of the United States or any of their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Firm shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

6.13 SINGLE AUDIT REQUIREMENTS

Any contract awarded as a result of this RFQ may include the agreement to annually audit any contracts with the City. Audits shall be performed in accordance with 2 CFR 200 Subpart F – Audit Requirements as appropriate and shall be received by the City within the 12 month period following the close of each fiscal year. Agencies not covered by federal single audit requirements may be responsible for an independent agency audit, which meets general accepted auditing standards.

6.14 AMERICANS WITH DISABILITIES ACT INFORMATION

This material can be made available in an alternate format by emailing Dan Buller at <u>dbuller@spokanecity.org</u> or by calling 625-6700.

6.15 FEDERAL FUNDING NONDISCRIMINATION

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The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.



TE OF LIADILITY INCLIDANCE

Page 1 of 2

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DATE (MM/DD/YYYY)
07/14/2021

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CERTIFICATE OF LIABILITY INSURANCE				-	07/14/2021				
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on									
this certificate does not confer rights t			ificate holder in lieu of su	ch eno	dorsement(s).	•		
PRODUCER							on Certificate Cente		
Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd					o, Ext): 1-877-			1-888	-467-2378
P.O. Box 305191			_	E-MAIL	SS: Certific	cates@willi	.s.com		
Nashville, TN 372305191 USA			_				DING COVERAGE		NAIC #
							re Insurance Compan	У	23035
INSURED HDR Engineering, Inc.							surance Company		24074
1917 South 67th Street			-	INSURE	RC: Libert	y Insurance	Corporation		42404
Omaha, NE 68106				INSURE					
				INSURE					
L COVERAGES CER	TICI	CATE	E NUMBER: W21628595	INSURE	RF:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES				E BEE	N ISSUED TO				
INDICATED. NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIF PERT	REME TAIN,	NT, TERM OR CONDITION OF THE INSURANCE AFFORDE	OF AN' D BY	Y CONTRACT	OR OTHER I S DESCRIBEI	DOCUMENT WITH RESPE	CT TO	WHICH THIS
INSR LTR TYPE OF INSURANCE		SUBR WVD			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS	
COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$	2,000,000
A X Contractual Liability							MED EXP (Any one person)	\$	10,000
	Y	Y	TB2-641-444950-031	L	06/01/2021	06/01/2022	PERSONAL & ADV INJURY	\$	2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	4,000,000
POLICY X PRO- JECT X LOC							PRODUCTS - COMP/OP AGG	\$	4,000,000
OTHER:								\$	
							COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
						BODILY INJURY (Per person)	\$		
A OWNED SCHEDULED AUTOS ONLY AUTOS HIRED NON-OWNED	Y	Y	AS2-641-444950-041	L	06/01/2021	06/01/2022	BODILY INJURY (Per accident		
AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$ \$	
B UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	5,000,000
X EXCESS LIAB CLAIMS-MADE	Y	Y	EUO (22) 57919363		06/01/2021	06/01/2022	AGGREGATE	\$	5,000,000
DED × RETENTION \$ 0							V PER OTH-	\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						/2021 06/01/2022	X STATUTE ER		
C ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? No	N / A	Y	WA7-64D-444950-011	L	06/01/2021		E.L. EACH ACCIDENT	\$	1,000,000
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYE		1,000,000
DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC		ACOD5	101 Additional Romanica Caba della	mark	attached if men		A)		
Certificate Holder is named as A						• •		lla/Ex	cess
Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on									
General Liability, Automobile Li					-	_	=		-
contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and									
Employers Liability.									
CERTIFICATE HOLDER CANCELLATION									
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.									
City of Spokane AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE									

alicia J. Pavelko © 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

Spokane, WA 99201

808 West Spokane Falls Boulevard

MER ID: _____ LOC #: _____ AGENCY CUSTOMER ID:



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street
POLICY NUMBER		Omaha, NE 68106
See Page 1		
CARRIER	NAIC CODE	
See Page 1 See Page 1		EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Re: City of Spokane General Civil Engineering for 2021-2023 Non-Federal Aid Products.

Additional Insureds: City, its officers and employees.

Employers Liability for the Monopolistic States of ND, OH, WA & WY is provided in the Workers Compensation policy.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

All locations owned by or rented to the Named Insured

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
 - 1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;

- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".
- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
 - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- **C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- **D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): All construction projects not located at premises owned, leased or rented by a Named Insured

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - **b.** Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

- **3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- **C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- **D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- **E.** The provisions of Section **III** Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - **1.** Your acts or omissions; or
 - **2.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a c ontract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been p ut to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

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

- **1.** Required by the contract or agreement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations			
Any person or organization with whom you have agreed, through written contract, agreement or permit to provide additional insured coverage.	Any location where you have agreed, through writtencontract, agreement or permit, to provide additionalinsured coverage			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations			
Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contract or agreement is prohibited.	Any location where you have agreed, through written, contract, agreement or permit, to provide additional insured coverage for completed operations.			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

As required by written contract

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form. Policy Number: AS2-641-444950-041 Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIERS COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the CoverageForm.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As required by written contract or agreement

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done un der a contract with that person or organization and included in the "productscompleted operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a c ontract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by:Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-011 \$

Effective Date 06/01/2021

Premium

Issued to:HDR Engineering, Inc.

WC 00 03 13 Ed. 4/1/1984 © 1983 National Council on Compensation Insurance, Inc.

Page 1 of 1

Policy Number TB2-641-444950-031 Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART MOTOR CARRIER COVERAGE PART GARAGE COVERAGE PART TRUCKERS COVERAGE PART EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART COMMERCIAL GENERAL LIABILITY COVERAGE PART EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule				
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:		
As required by written contract or written agreement	As required by written contract or written agreement	30		

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-041 Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART MOTOR CARRIER COVERAGE PART GARAGE COVERAGE PART TRUCKERS COVERAGE PART EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART COMMERCIAL GENERAL LIABILITY COVERAGE PART EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule					
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:			
As required by written contract or written agreement		30			

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- **A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- **B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Email Address or mailing address:

Name of Other Person(s) / Organization(s):

As required by written contract or agreement

30

Number Days Notice:

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-011 Effective Date 06/01/2021 Premium \$

Issued to HDR Engineering, Inc.

Endorsement

No.

< Business Lookup

License Inform	nation:	New search Back to results				
Entity name:	HDR ENGINEERING, INC.					
Business name:	H D R ENGINEERING INC					
Entity type:	Profit Corporation					
UBI #:	601-021-437					
Business ID:	001					
Location ID:	0014					
Location:	Active					
Location address:	835 N POST ST STE 101 SPOKANE WA 99201-2126					
Mailing address:	1917 S 67TH ST OMAHA NE 68106-2973					
Excise tax and reselle	Excise tax and reseller permit status: Click here					
Secretary of State sta	Secretary of State status: Click here					
Endorsements						
Endorsements held at	this lo License # Count Details Status	Expiration da First issuance				
Quincy General Busir Non-Resident	ess - Active	Jun-30-2022 Sep-23-2019				
Spokane General Bus	iness T12050150BU Active	Jun-30-2022 Oct-15-2012				
Governing Peo	Dple May include governing people not registered with Secretary of State					
Governing people	Title					
BERMAN, ROBERT						
CROCKETT, TIMOTHY	,					
	\odot					

?

Governing people	Title					
DAVIES, ELISA						
HEANEY, KATHLEEN						
KEEN, ERIC L						
Registered Trade Nam	es					
Registered trade names	Status	First issued				
HDR ENGINEERING, INC.	Active	Feb-15-2018				
	View Additior	View Additional Locations				
	The Business Lookup information is updated nightly. Search date and time: 7/19/20 4:02:55 PM					

Contact us

How are we doing? Take our survey!

Don't see what you expected? Check if your browser is supported

 \checkmark

HDR Engineering, INC

	2	021	
Title	Rate Low	Rate High	
EIT	\$ 95.00	\$ 145.00	
Engineer	\$ 130.00	\$ 190.00	
Senior Engineer 1	\$ 190.00	\$ 275.00	
Senior Engineer 2	\$ 275.00	\$ 370.00	
CAD/Designer 1	\$ 82.00	\$ 133.00	
CAD/Designer 2	\$ 133.00	\$ 200.00	
Project Controller/Assistant	\$ 82.00	\$ 140.00	
Senior Project Controller/Assistant	\$ 140.00	\$ 185.00	
Project Manager	\$ 160.00	\$ 230.00	
Senior Project Manager	\$ 230.00	\$ 300.00	
Managing Principal	\$ 265.00	\$ 388.00	
Construction Manager	\$ 160.00	\$ 258.00	
Senior Construction Manager	\$ 258.00	\$ 320.00	
Construction Inspector	\$ 148.00	\$ 210.00	

SPOKANE Agenda Sheet	Date Rec'd	8/3/2021			
08/16/2021	Clerk's File #	OPR 2021-0529			
	Renews #				
Submitting Dept	FLEET SERVICES	Cross Ref #			
Contact Name/Phone	RICK GIDDINGS 710-5500	Project #			
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG	Bid #	RFQ #5419-21		
Agenda Item Type	Contract Item	Requisition #	CR 22816		
Agenda Item Name	FLEET -CONTRACT FOR GREEN FLEET (EV & BIO FUEL) IMPLEMENTATION DEV.				
Agenda Wording					

Council approval of Contract with Frontier Energy for the Green Fleet (EV & Biofuel) Implementation Development Plan - \$97,755 + tax.

Summary (Background)

On 6/14/21 the City received responses to RFP #5419-21 Green Fleet (EV & Biofuel) Implementation Plan Development. Eight (8) responses were received. An Evaluation Committee, consisting of members from multiple departments across the City, evaluated all responses. Frontier Energy's proposal was scored the highest. The contract will be for creating a plan that outlines the actions and steps required to comply with RCW 43.19.648 and any RCW's, WAC, Ordinances, or other documents related to RCW

Lease?	NO (Grant related?	NO	Public Works?	NO		
Fiscal Impact				Budget Account			
Expense	Expense \$ 106,553				# 5100-71700-48348-54201-99999		
Select	\$			#			
Select	\$			#			
Select	\$			#			
Approvals				Council Notifications			
Dept Head		GIDDINGS,	RICHARD	Study Sessio	n\Other	PIES 8/2/21	
Division Director		WALLACE, T	WALLACE, TONYA		sor	CM Kinnear	
Finance ORLOB, KIMBER		IBERLY	Distribution List				
Legal		ODLE, MAR	ODLE, MARI		tprince		
For the Mayor		ORMSBY, N	ORMSBY, MICHAEL		rgiddings		
Additional Approvals							
Purchasing		PRINCE, TH	EA				



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

43.19.648. Under the contract, the City anticipates Frontier Energy will present a document that the City will ultimately adopt as its plan for transforming the City's Fleet to vehicles fueled by Electricity or Biofuel including related vehicle charging and fueling infrastructure.

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

Briefing Paper

PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE

Division & Department:	Finance		
Subject:	Contract for Green Fleet (EV & Biofuel) Implementation Plan		
	Development		
Date:	8/2/2021		
Contact (email & phone):	Richard Giddings – (509) 710-5500, rgiddings@spokanecity.org		
City Council Sponsor:	CM Lori Kinnear		
Executive Sponsor:	Tonya Wallace		
Committee(s) Impacted:	Public Infrastructure and Sustainability		
Type of Agenda item:	Consent Discussion Strategic Initiative		
Alignment: (link agenda item	RCW 43.19.648		
to guiding document)			
Strategic Initiative:	Clean Sustainable Fleet		
Deadline:			
Outcome: (deliverables,	Council approval of Contract with Frontier Energy for the Green Fleet		
delivery duties, milestones)	(EV & Biofuel) Implementation Development Plan.		
	/21 the City received responses to RFP #5419-21 Green Fleet (EV &		
	Development. Eight (8) responses were received. An Evaluation bers from multiple departments across the City, evaluated all responses.		
	scored the highest. The contract will be for creating a plan that outlines		
.	d to comply with RCW 43.19.648 and any RCW's, WAC, Ordinances, or		
	CW 43.19.648. Under the contract, the City anticipates Frontier Energy		
will present a document that the City will ultimately adopt as its plan for transforming the City's Fleet			
to vehicles fueled by Electricity or Biofuel including related vehicle charging and fueling infrastructure.			
The proposed cost is \$97,755 not including sales tax.			
Executive Summary:			
Fleet Services is seeking Council approval to enter into a contract with Frontier Energy for the Green			
	ntation Plan Development. Under the terms of the contract, Frontier		
Energy will:			
1. Analyze the City's fleet including fuel type and consumption collecting data on all vehicles			
including age, mileage	-		
2. Develop a replacement plan that completely replaces the fleet with electric or clean fuel			
	neframes, fuel type, and cost.		
 Develop an alternative fuel and infrastructure plan also defining timeframes and costs. Identify funding strategies available to the city. 			
 Identify funding strategies available to the city. The plan should identify goals and milestones. 			
Funding for this contract is in the Fleet Services budget. Total cost is \$97,755 not including sales tax.			
Budget Impact:			
Approved in current year budget? Yes No N/A			
Annual/Reoccurring expenditure? TYes No N/A			
If new, specify funding source: Department			
Other budget impacts: (revenue generating, match requirements, etc.)			
	Operations Impact:		
-			
Requires change in current operations of the second specify changes required:			

Bid Response Summary

Bid Number	RFP 5419-21
Bid Title	Green Fleet (EV and Bio-Fuel) Implementation Plan Development
Due Date	Monday, June 14, 2021 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Frontier Energy
Submitted By	Chris White - Monday, June 14, 2021 10:48:55 AM [(UTC-08:00) Pacific Time (US & Canada)]
	cwhite@frontierenergy.com 9168701431
Comments	

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	1
	2	Proposer has read and acknowledges compliance with Terms and Conditions. If answer is "NO", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	YES
	3	Proposer has read and understands the Request for Proposals document.	YES
	4	Proposer acknowledges agreement with Paragraph 4.4 Award/Rejection of Proposal/Contract.	YES
	5	Proposer has included Letter of Submittal with Proposal combined into one document per Section 4 "Proposal Content" instructions.	YES
	6	Proposer acknowledges that proprietary information must be on separate page(s) from Proposal document and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements.	YES
DOCUMENTS TO UPLOAD:			

	Upload Request for Proposal	
	Response (your Firm's Proposal).	
1	Combine documents as needed.	FrontierEnergy_GreenFleet_Response.pd
	Only one document can be	
	uploaded in this line item.	
	Upload Addenda documents if	
	applicable and was not included	
	in uploaded Proposal document.	
2	Combine documents as needed.	
	Only one document can be	
	uploaded in this line item.	
	Upload Proprietary information if	
	applicable. Keep Proprietary	
	information separate from	
	Proposal document and clearly	
	identify document as	
_	"Proprietary". See "Proprietary	
3	Information/Public Disclosure"	
	Paragraph for public record	
	requirements. Combine	
	documents as needed. Only one	
	document can be uploaded in this	
	line item.	
	Upload any other information	
	required or desired. Combine	
4	documents as needed. Only one	
	document can be uploaded in this	

City Clerk's 2021-0529



City of Spokane

CONSULTANT AGREEMENT

Title: Green Fleet (EV and Bio-Fuel) Implementation Plan Development

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **FRONTIER ENERGY**, **INC.**, whose address is 12949 Alcosta Boulevard, Suite 101, San Ramon, California 94583-1323, as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to conduct the Green Fleet (EV and Bio-Fuel) Implementation Plan Development; and

WHEREAS, the Consultant was selected through Request for Proposal 5419-21.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on August 1, 2021, and ends on December 31, 2022, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described Consultant's Technical Proposal which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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

4. COMPENSATION.

Compensation under this time and materials Agreement shall not exceed **NINETY-SEVEN THOUSAND SEVEN HUNDRED FIFTY-FIVE AND NO/100 DOLLARS (\$97,755.00)**, plus applicable tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Company shall submit its applications for payment to City of Spokane Fleet Services, 915 North Nelson Street, Spokane, Washington 99202. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are preapproved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work

is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. Vehicle mileage: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g., printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

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

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

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

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

- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause

termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable,

non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY/PUBLIC RECORDS.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than sixty (60) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not

limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than sixty (60) business days prior to the effective date of termination.

- C. For Convenience: Either party may terminate this Agreement without cause, upon sixty (60) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

FRONTIER	ENERGY,	INC.
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CITY OF SPOKANE

Ву	Ву
Signature Date	Signature Date
Type or Print Name	Type or Print Name
Title	Title
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Attachments: Exhibit A – Certificate Regarding I Exhibit B – Consultant's Technical	

21-152

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B



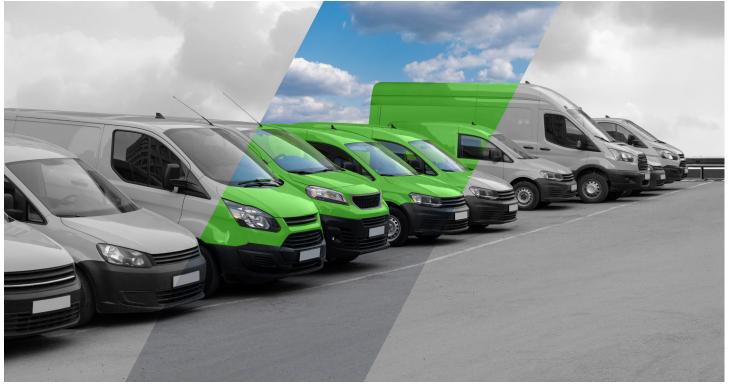
PROPOSAL

Green Fleet (EV and Bio-Fuel) Implementation Plan Development

RFP 5419-21 June 14, 2021







FRONTIER ENERGY, INC. 12949 Alcosta Blvd., Suite 101 San Ramon, CA 94583-1323 Contact: Chris White (916) 371-2899 cwhite@frontierenergy.com



June 9, 2021

City of Spokane Thea Prince RFP 5419-21 Green Fleet (EV and Bio-Fuel) Implementation Plan Development

Dear Ms. Prince:

Frontier Energy, Inc. welcomes this opportunity to submit a proposal for Green Fleet Plan Development. Frontier Energy is a C Corporation and will perform work from our office in West Sacramento, California. None of our 140 staff have been employed by the City of Spokane. If awarded the contract, we will comply with all the terms and conditions outlined in the Request for Proposal.

Frontier will provide services in partnership with DKS Associates, an employee-owned firm that will conduct work from its Seattle, WA office, and eIQ Mobility, a NextEra Energy Resources Company, that will perform work from its San Francisco, CA office. Neither of our partners have staff that were employed by the City of Spokane.

The project team has a long history of working with municipalities on fleet transition and implementation programs. We know and understand Washington's regulations, the approval processes in city governments, and that fleet and facilities managers juggle multiple conflicting priorities. We aim to make fleet transition planning as simple as possible for the city staff and easy to understand for elected officials and residents.

Frontier Energy has the experience, technical and communication skills, qualifications, and resources necessary to successfully provide the services in the RFP. Our Sacramento office, led by Chris White, is home to our Transportation division, which has successfully executed programs for alternative transportation for 20 years.

We look forward to working with the City of Spokane on this important and time sensitive program.

Sincerely,

President | Frontier Energy, Inc. 510-210-0371 | <u>lbrand@frontierenergy.com</u>

Contact: Chris White, Sr. Manager (916) 371-2899; cwhite@frontierenergy.com

(Ms. White is authorized to submit and negotiate this proposal on behalf of Frontier Energy, Inc.)



"They're easy to work with. One of the best contractors I've worked with. They're good at bringing in partners with stations, municipalities, and other entities."."



Client quote from Frontier Energy 2020 "Voice of the Customer" Survey

Technical Proposal

Our team is ready to hit the ground running. The project team of Frontier Energy, DKS Associates, and eIQ Mobility has a long history of working with cities and counties on initiatives and implementation plans to transition fleet vehicles to alternative fuels. The three companies work together on other projects and have an excellent rapport.

Frontier Energy has 20 years of experience with green fleet analysis and working with the U.S. Department of Energy's Clean Cities program on education and outreach to fleet managers about alternative and zero emission vehicles and fuels. Frontier is licensed to do business in Washington and well versed in adopted and pending regulations for clean fuels, clean energy, and vehicle electrification. DKS Associates has staff based in Spokane and will provide boots-on-the-ground project support.

The team will create a Green Fleet Action and Sustainability Plan to transition the City of Spokane's light-duty fleet to electric vehicles and identify opportunities to transition medium- and heavy-duty vehicles and off-road equipment to electricity and biofuels. The plan will include supporting fueling/charging infrastructure, energy generation, and storage.

The plan will comply with RCW 43.19.648 and RCW 43.325.080 and related ordinances and documents, and allow flexibility for technology innovations and regulatory changes. Reporting throughout the project and at the end will identify strategic investments that the City can make to transition its fleet and support other initiatives for sustainability, innovation, health, safety, and workforce development.

OUR PROCESS

- 1. Meet with all stakeholders and collect data about current and planned vehicles, current and planned domicile facilities, and other City policies and priorities.
- 2. Clean and validate the data. If data is missing, we fill gaps by meeting with the City's team or using assumption data developed from other projects.
- 3. Identify vehicles/vehicle classes that can feasibly be electrified by 2030, those that can be transitioned to a biofuel by 2030, and those that do not need to be replaced before 2030. We will deliver a year-by-year vehicle transition plan to the City in September 2021 for City Council adoption as required by regulation.
- 4. Identify the infrastructure needed to support the vehicles, including how charging will impact facility energy use and strategies to mitigate higher capital and energy costs. We will deliver a written plan about charging stations, biofuel supply, distributed energy resources, and other recommended equipment that includes capital and 0&M costs and confirm the recommendations with City staff.
- 5. Identify potential sources of funding for infrastructure and vehicles, which will likely include potential revenue from utility tariffs and demand management programs and potential Low Carbon Fuel Standard credits in additional to incentives and rebates.
- 6. Prepare the Green Fleet Action and Sustainability Plan, which is a 10-year procurement plan that also shows how fleet transition aligns with other City goals and priorities, and includes calculations, maps, and language that the City can use in grant and incentive applications. This plan will be provided by January 31, 2022.

Task 0: Kick-off Meeting

Frontier Energy's Chris White will have prime responsibility and authority for the work. To ensure the project runs as smoothly as possible and meet requirements for reporting, data transparency, and accountability, she will schedule and facilitate a project kick-off with City staff and key staff from our project partners, DKS Associates led by Mike Usen and eIQ Mobility led by Yann Kulp. Prior to the meeting, Ms. White will send a list of questions and data needs that are listed in Task 1 and Task 3 to make the most of City staffs' valuable time.

During the project management portion, we will discuss the invoicing and the City's communication preferences. We'll review the scope of work to ensure agreement about expectations, the format of deliverables, and the review process. We will clarify roles and responsibilities from City staff and the project team and identify if additional stakeholders need to engage in the project.

During the data intake portion, we will collect information about the fleet and facilities, and cover the following items:

- Timelines and deadlines that must align with other issues (e.g., fiscal years, pending regulations, expiration of rebates, Council meeting dates)
- Resources and information that the City already has and those that the team will need to source
- Parameters for vehicles and fuels, such as federally owned vehicles, leased facilities, and interest in participating in pilot programs and/or R&D projects
- Data points that the City or other stakeholders would like for reporting or program decisions that are in addition to those in the RFP
- Fleet, City, and Council priorities and policies (e.g., reducing fleet total cost of ownership (TCO), greenhouse gas (GHG) reduction, improving safety, integrating new technology)
- Method of calculating TCO and determining out-of-cycle replacement, which may include procurement expenses and staff support
- Current processes and contracts for fuels (e.g., private fuel station, long-term CNG contract)
- Current vehicle electrification plans, including established contracts with EVSE and vehicle providers
- Baseline energy use at facilities/parking areas, existing electric and natural gas use and rates, and planned changes that might include moving to a 100% renewable plan or adding solar and/or battery storage
- Understanding of City approval/procurement processes (e.g., requirements for competitive bids, public input, council or commission approval)
- Current and planned participation in incentive programs and pilot projects

At the end of the meeting, we will schedule a regular project meeting (bi-weekly or monthly), schedule meetings with department heads as needed, and create an action plan for obtaining missing information.

Within three business days, Frontier will provide a meeting summary with action items and assignments and a program management plan with deliverable due dates and milestones. The plan will include templates for project deliverables and progress reports.

Frontier will set up a shared Microsoft Teams "team" and document folder to ensure all partners have access to timelines, reports, and deliverables. If the City prefers a different platform for collaboration, Frontier will accommodate that choice.

Task Deliverables: Meeting summary, program management plan, templates for deliverables and progress reports

Task 1: Analyze and Profile the City's Fleet

The team will coordinate with City staff to obtain data of each fleet vehicle and its operations to map each vehicle to potential replacement candidates, determine if the replacement candidates can meet the current vehicle's range requirements, and create a total cost of ownership (TCO) comparison.

To assess the current fleet, the team will collect the information in Table 1. The table shows alternative data if the desired information isn't available.

Desired Vehicle Information	Alternative #1	Alternative #2
Vehicle ID/VIN, make, model, model year, vehicle type/class, fuel type, owned or leased	Vehicle ID, make, model, vehicle type/class, fuel, owned or leased	Make, model, vehicle type/class, fuel, owned or leased
Date vehicle placed into service	Blank if no schedule	
Original cost, expected surplus proceeds, and budgeted replacement cost	Original cost and budgeted replacement cost	Original cost or budgeted replacement cost
Scheduled replacement date	Estimated life cycle (years or miles)	Blank if no schedule
Assigned division	Assigned department	Specific vehicle use case
Vehicle dwell times by address	Addresses where vehicles park during the day; vehicle overnight domicile address	Domicile address
Daily duty cycle: days of the week, hours in operation, average miles, driver assignment	Weekly duty cycle: days of the week, hours in operation, average miles, driver assignment	Assumption data for vehicle class from team
Fuel data or telematics data	One year of data from each vehicle	Assumption data from team
Annual O&M cost: fuel, maintenance, insurance, licensing, fuel infrastructure	Annual O&M cost: subset	Assumption data from team
Special equipment or configuration (e.g. liftgate, genset, license plate reader, paratransit, 4WD, snow plow)	N/A	N/A
Yes/No to indicate vehicles used for emergency preparedness, response and or recovery; public safety; hazardous materials transportation	N/A	N/A

Table 1: Vehicle Data Collection

To identify on-road vehicles that can be replaced with electric vehicles, eIQ will use its EValuate[™] tool. eIQ will:

- Transform data about the City's current vehicles to the eIQ standard format and upload to EValuate. Validate the data and confirm with the fleet manager.
- Customize up to three duty cycle scenarios (light, medium, and heavy).

Figure 1 illustrates the approach to evaluating the current fleet.

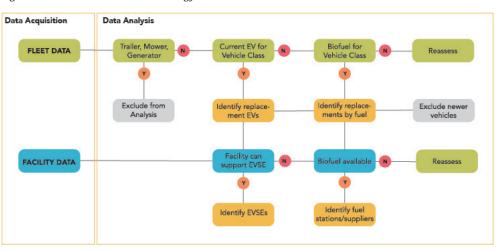


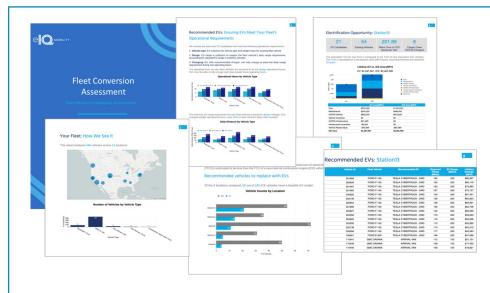
Figure 1: Fleet evaluation methodology

For the vehicles for which an electric counterpart is currently not available, Frontier Energy will use its database of zero-emission vehicles and experience with natural gas, propane, and renewable diesel to identify replacement vehicles. Based on the City's current inventory, we anticipate several of the truck and van classes can be cost-effectively electrified by 2030, others can be replaced with cleaner combustion engine vehicles that use a biofuel and are eligible for funding from a state or federal source. Frontier can recommend emerging electric vehicles like refuse trucks, dump trucks, and 4x4 pick-ups that the City may want to evaluate before committing to procurement.

Frontier Energy will also recommend options for the GO-4 scooters, motorcycles, and off-road utility vehicles. Some of these can be easily electrified, others have suitable propane options, and others can use renewable diesel.

Task Deliverables:

- EV assessment report—recommendations for vehicle classes that can be replaced with electric/electrified vehicles by 2030 based on lowest-cost EVs that meet the duty cycles of existing vehicles, including effects of cold climates on battery range and recharge time.
- Biofuels assessment report—recommendations for vehicle classes that can use biofuels or be replaced with biofueled vehicles by 2030 based on lowest-cost vehicles that meet the duty cycles of existing vehicles, including reduced fuel efficiency and longer fueling times, as applicable.



Project example

The table is a snapshot of an assessment report for the fleet of a Fortune 500 company. Tables charts and graphs show the number of vehicles in each class and those that can be replaced with an EV that matches the duty cycle and fleet budget.

This project also included a "rightsizing" component that considered replacing SUVs, pickups, vans, and some medium-duty vehicles with sedans or small wagons, and retiring low-use vehicles.

Task 2: Vehicle Replacement Plan

Using the outputs from Task 1, the team will create a document by September 2021 that the City can adopt by December 31 to show a transition so that 100% of publicly owned vessels, vehicles, and construction equipment are operating on electricity or biofuel by 2030.

The document will have a vehicle replacement schedule (Task 1 deliverables) based on expected vehicle retirement dates and anticipated availability of a zero-emission and biofuel vehicles and, for some vehicles, may include an option between an EV and a biofuel so that the City can choose a compliance path.

This will be delivered by the end of September 2021 to enable City Council to adopt the plan and comply with the regulation.

The document will show:

- Procurement years for new vehicles by class and duty cycle
- Recommended makes, models, and fuel types
- Cost based on the City's existing procurement practices
- Anticipated rebates, incentives, and tax credits (if applicable)

The report can also note the vehicles that are not due for replacement by 2030 or for which an electric or biofuel vehicle is not currently available or announced, which may apply to some off-road equipment, specialized trucks, and vehicles that transport hazardous materials.

Task Deliverables:

• Vehicle replacement plan—recommendations for vehicles that can be replaced so that 100% of publicly owned vessels, vehicles, and construction equipment are operating on electricity or biofuel by 2030

Project example

The table is a snapshot of the City of Berkeley's transition report that shows the numbers and types of EVs to procure each year for one department and a cost based on Berkeley's existing procurement agreement. The City does not have central procurement and similar tables were produced for each department.

Year	Nissan Leaf Plus @ \$34,256	Chevy Bolt @ \$30,167	Mitsubishi Outlander PHEV @ \$36,295	Potential rebate	Total Estimated Vehicle Cost
2020	\$34,256 (1)			(\$2,500)	\$31,756
2021*	\$428,190 (12)	\$512,839 (17)	\$108,885 (3)	(\$72,500)	\$977,414
2022	\$171,280 (5)	\$150,853 (5)	\$290,360 (8)	(\$25,000)	\$587,475
2023	\$102,768 (3)	\$30,167 (1)			\$132,935
2024	\$137,024 (4)		\$36,295 (1)		\$173,319
2025	\$137,024 (4)				\$137,024

Task 3: Develop an Alternative Fuel and Charging Infrastructure Plan

3a: Charging Plan

DKS has worked with multiple West Coast municipalities and transit agencies to evaluate their facilities and plan for charging infrastructure to support electrification of their fleets. DKS developed tools to evaluate the costs of various charging strategies and the annual operating costs of each strategy to help fleets see the return on investment for electrification. Most recently, DKS used these tools on fleet electrification planning projects for the City of Seattle (WA), King County (WA), Alameda County (CA), Oakland (CA), and other municipal fleets.

During data collection at project kick-off, the team will collect the following information with alternatives for when the desired information isn't available.

Desired Facility and Fuel Information	Alternative #1
Fueling infrastructure owned, leased, and planned (gasoline, diesel, propane, natural gas, EVSE)	N/A
Locations of vehicle domiciles	N/A
Facility ownership	N/A
Output of onsite PV	Picture of the PV panels
Existing or planned EVSE	N/A
Planned facility changes that may affect future use or power consumption.	N/A
Usage data from existing EVSE and other fueling infrastructure	N/A if no existing EVSE or private fuel stations
Utility service provider contact information	N/A

DKS will use the EV assessment report to estimate vehicle electric loads and charging needs at each fleet domicile using the following steps:

- Extrapolate charging requirements from the data, reports, and interviews and calculate associated electrical loads and estimate charging infrastructure costs based on site averages. This includes each city's existing and planned EVSE purchasing agreements and procurement contracts.
- Consider other factors that may include available electrical service capacity to serve each domicile, the fee structure of expanding electrical service per kWh, and known fixed costs in supplying additional electrical service if projected loads from new chargers exceed capacity.

With this information, DKS will use two tools developed specifically for fleets to evaluate the electrical demands of multiple vehicle classes to inform selection of charging infrastructure based on vehicle range, battery size, and dwell time for charging. DKS will develop a timeline for implementation that includes construction package development, bids from qualified installers, construction, and commissioning.

DKS Charging Strategy Cost Evaluation Tool

The tool uses five strategies to determine the most cost-effective way to charge EVs at each fleet depot:

- 1. Dedicated level 1 and 2 chargers
- 2. Dedicated level 2 chargers using load management
- 3. Shared level 2 chargers
- 4. Shared DC Fast Chargers
- 5. Mobile level 2 chargers

The tool determines the numbers of needed EVSE by type based the expected charging demand of the EVs and then calculates comparative project costs based on inputs that include facility electrical capacity, costs for make-ready infrastructure, charger purchase, and installation.

DKS EVSE Operational Cost Evaluation Tool

The tool calculates annual operating costs via dynamic cost modeling. The tool considers multiple inputs that include electricity rate structure and consumption, electricity demand and time-of-use charges, equipment depreciation and maintenance, parking revenues, network fees, and labor for facility staffing. It can also estimate cost recovery by participating in credit programs and revenue from public charging.

3b: Biofuel Plan

Frontier Energy has worked with Clean Cities Coordinators and fuel providers nationwide to plan for integration of biofuels, renewable natural gas, renewable propane, and renewable diesel. In this task, Frontier Energy will use the biofuels assessment report (Task 1) to estimate the quantities of each biofuel needed annually.

Revised Code of Washington 19.112.010 and 43.19.643 defines biofuel as "mono alkyl ester of long chain fatty acids derived from vegetable oils or animal fats for use in compression-ignition engines." Under this broad definition, renewable diesel is considered biofuel. Additionally, RCW 43.325.010 extends biofuel to renewable LNG and CNG derived from biogas. If the Low Carbon Fuel Standard is signed into law, it will likely change RCW 43.19.648 to focus on low-carbon fuels, essentially eliminating crop-based ethanol and biodiesel blends and adding renewable "green" hydrogen.

This portion of the report will show multiple adoption pathways that gives the City flexibility to comply with changing regulations and adopt the most cost-effective fuels to comply with the regulations. The report will give estimated costs for obtaining new fuels or building fueling stations for fleet-only or shared use.

Task Deliverables:

An EV infrastructure plan that includes:

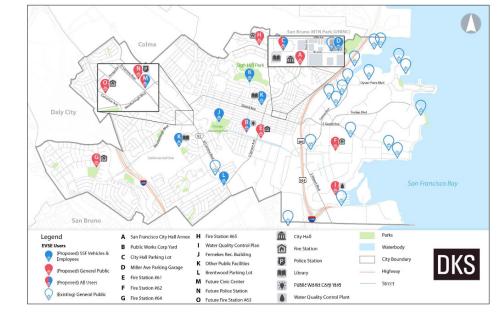
- Recommended charging strategy including type of EV charging station and vehicle to charger ratio, and load management
- The estimated project cost per fleet facility, including charger purchase and installation including anticipated electrical upgrades
- Recommendations for shared charging with employees and the public (if feasible)
- Recommended implementation phasing timeline for charging system installation
- Anticipated rebates, incentives, and tax credits (if applicable)
- Timeline for Construction Package Development (CPD) for each site

A biofuel that includes:

- Fueling station needs (e.g., drop-in fuel, build new station, use off-site station)
- Recommended year of transition

Project example

The map is an electrification plan for the City of South San Francisco. Initially, the City planned to charge light-duty fleet vehicles. Data collection and analysis showed opportunities to share the EVSEs with employees at some locations and with the public at other locations, which helped achieve several other City goals.



Task 4: Funding Strategies

This summary report will identify potential sources of funding from state and federal grants and incentives, and from utility incentives for charging stations and RNG. With input from City staff, we can also identify potential funding and income from participating in demand management programs, offering fee-based charging for employees and/or the public, or participating in R&D projects.

Task Deliverable:

• Summary of near-term funding opportunities

Task 5: Green Fleet Implementation Plan (Final Report)

The team will use all reports and deliverables to develop a formalized Green Fleet Implementation Plan that is aligned with City commitments and goals. The plan will address upcoming and subsequent procurement cycles to ensure fiscally responsible procurement and deployment. A high-level outline of the core elements of the Implementation Plan is provided below and will be adjusted based on discussions with City staff.

- 1. Overview of City Goals and Policies
 - a. Key motivating factors for Green Fleet adoption
 - b. An overview of green vehicle and fuel options
- 2. Summary of City Fleet and Facilities
 - a. Current fleet demographics
 - b. Fleet procurement cycles
 - c. Operational requirements and considerations
- 3. Summary of Recommended Green Fleet Deployment Actions
 - a. Vehicle procurement plan through 2030
 - b. Fleet right-sizing
 - c. Vehicle and infrastructure procurement cycles
 - d. Facility considerations
 - e. Infrastructure deployments
 - f. Actions to address identified barriers
 - g. Summary of annual cash flows by facility or department and net total costs/savings to the City (if desired)
- 4. Appendices containing outputs from tasks

Optional Tasks

As the City of Spokane moves its fleet toward zero- and near-zero emission vehicles, and seeks to implement elements of the Sustainability Action Plan, Frontier Energy, DKS Associates, and eIQ can provide additional assistance to City staff and departments. Each company has extensive experience with these tasks and can perform them cost-effectively. These tasks are not included in the project timeline or cost proposal.

<u>Create a vehicle-by-vehicle replacement schedule:</u> The schedule gives a detailed timeline and budget to replace every vehicle through 2025 to make maximum use of incentives and rebates for light-, medium- and heavy-duty vehicles. It can also recommend specific vehicles for evaluation and pilot programs.

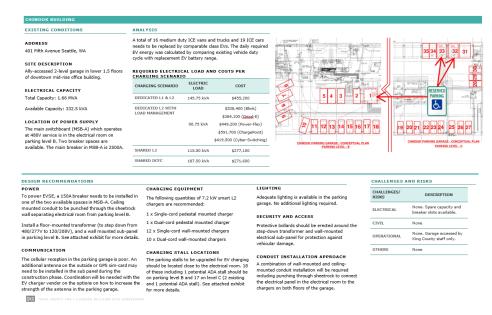
<u>Evaluate each facility for the potential capacity for electrification</u>: Accompanied by City electrician, a DKS engineer will inspect parking layout, parking garage or lot operations, electrical rooms or vaults, panels, transformers and identify potential conduit routing and charger placement for detailed cost analysis and conceptual charging infrastructure design.

<u>Evaluate each facility for back-up power needs</u>: This includes calculating needs and costs for generators to serve the load of charging stations to provide reliability and resilience.

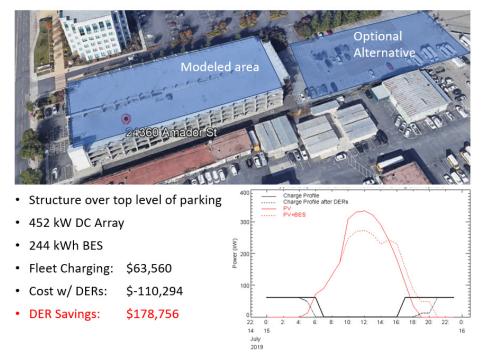
<u>Evaluate charger sharing</u>: DKS will evaluate the feasibility of sharing charging infrastructure with employees and the public when not in use by City fleet vehicles. This task also helps address Goal 3 in the Sustainability Action Plan to increase the adoption rate of Zero Emission Vehicles. DKS can also evaluate the opportunity to combine charging stations for cars with docking stations to charge electric bikes and scooters.

<u>Annual reassessments</u>: For clients with longer electrification journeys, eIQ can reassess customer fleet electrification analyses annually as additional EVs and new incentives become available or as energy costs change.

<u>Create conceptual charging infrastructure designs</u>: DKS uses a standardized user-friendly template, as shown below, to document existing conditions, analyze multiple scenarios, and recommend charging equipment, power, communication and civil engineering, and identify potential risks and challenges at each facility.



<u>Evaluate facility energy use</u>: Frontier Energy analyzes hourly electrical loads at each facility and calculates the additional energy from charging EVs to identify electrical demand and peak energy use. Using satellite images, Frontier models the potential for solar PV (existing, additional, and new) and battery energy storage systems to offset facility energy use. Costs of solar and storage are compared to energy use to determine cost effectiveness, as shown below.



<u>Demand management and energy bill savings forecasting:</u> eIQ can perform demand management and energy bill savings forecasting based on charger selection and local utility rates. It can allow the customer to tightly forecast the charging energy costs, and potentially adjust route behavior to lower energy costs.

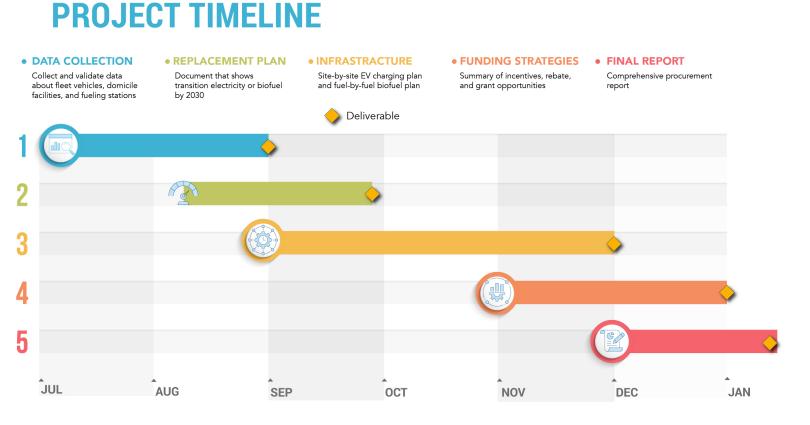
Administration/Progress Reports

The draft schedule in the Gantt chart anticipates a July 2021 start date. Actual dates of activities and deliverables may be adjusted after the kick-off meeting as part of the implementation plan.

The team anticipates a six-month project that starts with a major deliverable due in September and a final report delivered in January 2022. Frontier Energy successfully delivers projects under tight timeframes such as this. To ensure the project runs as smoothly as possible and meets stakeholders' requirements for reporting, data transparency, and accountability, Frontier:

- Schedules and facilitates a project kick-off meeting to discuss the overall project management approach that includes invoicing, communication preferences, and a schedule for project management meetings. We'll review the project goals and objectives, scope, and deliverables to ensure agreement about the expectation and format of deliverables.
- Provide the program manager with a program management plan that describes project goals and objectives, lays out deliverable due dates and milestones, and establishes a schedule for project meetings/updates. The plan includes templates for project deliverables and progress reports.
- Set up a shared Microsoft Teams "team" and document folder to ensure all partners have access to timelines, reports, and deliverables. If the City prefers a different platform for collaboration, Frontier will accommodate the City's choice.

Several of the tasks in this project overlap, with one task requiring data from a previous task to complete. However, tasks can be started simultaneously. Frontier Energy, DKS, and eIQ use task-oriented "strike teams" to complete the work effectively and efficiently on the City's timeline. Each strike team works on separate elements of the project. The project manager works with each team separately and ensures that results from one team are incorporated in all models and assumptions.



Frontier, DKS, and eIQ have efficiently and effectively implemented infrastructure planning and prioritization blueprints, roadmaps, and reports for transportation and energy efficiency programs. Frontier and DKS frequently work together on fleet prioritization projects and have established processes for work planning and communication.

Frontier Energy uses management controls to organize the program management practices to 1) assign and track work progress, 2) accomplish budget objectives through expense tracking and procurement practices, and 3) maintain clear communications to execute work. Goals are accomplished through setting a clear expectation of work assignments, organizing teams, and providing progress tracking.

The Frontier team has extensive data sets from past projects and models that we developed for other infrastructure programs. When data is not available, the team uses proxy data based on published research and comparable projects.

Frontier, DKS, and eIQ use existing, vetted modeling tools for analysis. Our tools consider data and human behavior to conduct diagnostic analysis (what happened and why) and a variety of assumptions for predictive analysis (what will happen in the future). Our analysis anticipates outliers, like travel behavior due to COVID and includes assumptions about population growth, changes in the economy, and technology improvements.



"Frontier staff are diligent about answering technical questions. They get answers, whether from current expertise or their willingness to research a subject."



Client quote from Frontier Energy 2020 "Voice of the Customer" Survey

Knowledge and Expertise

For more than 30 years, **Frontier Energy** has designed, implemented, and administered innovative programs focused on clean energy and new transportation. Our clean vehicle projects include public outreach and education, infrastructure planning, vehicle pilot programs, public policy, incentive design, and deployment planning. Since 2000, Frontier Energy has provided all staffing and operation for the California Fuel Cell Partnership, a publicprivate collaborative that leads the world in deployment of fuel cell electric vehicles and hydrogen stations.

Frontier Energy has completed multiple fleet deployment plans for light- and heavy-duty vehicles, and partnered with its parent company, GTI, on projects to deploy CNG, RNG, and renewable diesel stations on alternative fuel corridors. Frontier and GTI also run pilot programs for alternative fuel trucks at California ports and are just launching a pilot program with a zero-emission locomotive. On behalf of the U.S. Department of Energy and Clean Cities, Frontier has developed best practices guides and toolkits about charging infrastructure and hydrogen stations, completed a report about the viability of renewable diesel, and conducted a series of webinars about renewable natural gas and propane.

Frontier Energy, Inc. is a C Corporation headquartered in San Ramon, California and has never had a contract terminated for default. Frontier Energy has 140 employees in eight offices in California, New York, Minnesota, and Texas who can support the scope of work.

DKS Associates is an employee-owned transportation planning and engineering firm of 145 professionals with offices in Portland and Salem, OR; Oakland, Sacramento, and Anaheim, CA; Seattle, WA; and Austin, TX. DKS provides a range of smart mobility services along with the more traditional transportation services we have been successfully providing clients for four decades. As mobility and our climate change, we strive to advance the goal of reducing mobile-source greenhouse gas (GHG) emissions as well as to improve the resiliency of vital transportation infrastructure to the impacts of climate degradation.

One of the most measurable ways we help clients reduce GHG emissions is through our comprehensive suite of Electromobility planning and design services. DKS plans municipal-scale EV charging programs and designs site-scale charging infrastructure, assisting clients with financing and permitting. DKS' Electromobility infrastructure services include planning and design for public and transit agency fleet electrification, charging infrastructure master planning and charging infrastructure siting and design.

eIQ Mobility, a subsidiary of NextEra Energy Resources, is a data and software company building the trusted platform that drives vehicle fleets into a smart, electric, and cost-effective future. eIQ Mobility was founded in 2018 in response to the unique roadblocks that corporate leaders face in electrifying their fleet, starting with identifying where and how to electrify. Based in San Francisco, California, the team consists of highly skilled data scientists, software developers, and experts in energy optimization, utilities, EV, and finance.

EValuate, eIQ Mobility's proprietary fleet electrification planning and optimization platform, provides fleets with data-driven, highly reliable fleet EV decision tools. eIQ Mobility has 30+ major customers, 120,000+ vehicles, 4+ million trips and over 350 million miles of data. eIQ Mobility is currently delivering EV feasibility assessments for the City of Houston, Harris County (TX), Fort Bend County (TX), and NRG. eIQ brings the experience of this project to provide the City of Spokane a trusted solution.

Lead Staff

Chris White, Sr. Manager

Chris has been with Frontier Energy since 2004 and works with advanced transportation. Under her supervision, Frontier Energy staff support clients by conducting extensive market research, developing print and digital marketing materials, conducting community and stakeholder outreach, and workforce development and training. Chris's clients include air districts, state and local government, associations, automakers, and utilities.

Similar projects:

- Sacramento EV Blueprint
- Sacramento Regional ZEV Readiness
- California Fuel Cell Partnership roadmaps
- East Bay Community Energy EV Fleet Transition
- Southern California Edison Charge Ahead guidebook

David Park, Program Engineer

David has 20 years of experience in sustainable transportation. As an expert on emerging advanced transportation infrastructure and drivetrains, he has a comprehensive understanding of the economic, technical, and environmental issues of alternative transportation technologies. He has advised public and private sector clients on integration of alternative transportation technologies into the existing framework. Dave joined Frontier Energy in 2018 and leads several fleet transition projects.

Similar projects:

- California Fuel Cell Partnership
- East Bay Community Energy EV Fleet Transition
- California Air Resources Board truck pilots

FR NTIER energy

Project Roles & Responsibilities

- Vehicle analysis
- Biofuel planning
- Report writing

Project Availability 25% time July-January

FR NTIER energy

Project Roles & Responsibilities

- Project management
- Client communication
- Vehicle analysis
- Funding strategies

Project Availability 20% time July-January

Mike Usen, Electromobility Practice Lead

Mike has dedicated his environmental planning career to the pursuit of environmental sustainability for nearly 30 years. He joined DKS 2017 and leads the company-wide electric vehicle charging infrastructure planning and design practice. Mike oversaw development of DKS' EVSE cost calculator and has completed 16 electromobility projects. He is well-known in the electromobility industry among other consultants, electric vehicle OEMs, charging networks and manufacturers, EV tech startups, shared mobility providers, electric utilities, etc. and is a frequent presenter at the many electromobility conferences he attends.

Similar projects:

- City of Seattle EVSE Systemwide Assessment
- South San Francisco Charging Station Master Plan
- Sacramento EV Blueprint
- East Bay Community Energy EV Fleet Transition
- Assessment of Electric Vehicle Charging Infrastructure, King County
- King County Metro Non-bus Fleets to Zero Emissions
- City of Walla Walla Fleet Electrification

Yilun Xu, Electromobility Engineer

Yilun has eight years experience with a variety of electromobility projects on which he applies both his engineering and his business analysis expertise. His specialization includes charging demand management, electrical utility rate analysis, credit planning, bi-directional charging planning and operational cost analysis.

Similar projects:

- King County Metro Non-bus Fleets to Zero Emissions
- University of California Davis Campus Electric Vehicle Study

Gurbir Antaal, Electromobility Engineer

Gurbir is an electrical and transportation engineer who brings six years of experience and a wide variety of skills relating to planning and designing electric vehicle (EV) charging infrastructure installation as well as power, traffic signal system and construction of lighting for highways and municipal/county roads. His experience also includes the design of other electric transportation infrastructure including illumination systems and traffic signals.

Similar projects:

- UC Davis Campus Electric Vehicle Study
- City of Fremont Fleet Electrification Study
- East Bay Community Energy Municipal Fleet Electrification Study
- Assessment of Electric Vehicle Charging Infrastructure, King County



Project Roles & Responsibilities

- Site feasibility
- Charging demand analysis
- Cost analysis

Project Availability 25% time July-January

DKS

Project Roles & Responsibilities

- Cost analysis
- ____Funding
- Utilization planning

Project Availability

25% time July-January



Project Roles & Responsibilities

Cost analysis

Site feasibility

Project Availability 20% time July-January

Yann Kulp, Director of Business Development

Yann is the co-founder of eIQ Mobility and leads business development and client management for the EValute cloud-based EV fleet planning & analysis platform. Prior to founding eIQ in 2018, Yann was the head of Electric Mobility Strategy for Schneider Electric and has five years of experience with vehicle electrification.

Similar projects:

- Houston Light Duty Vehicle Fleet Assessment
- City of Portland Fleet Feasibility Assessment
- Consumers Energy Fleet Electrification Assessment



Project Roles & Responsibilities

- Data collection
- Electric vehicle analysis
- EV transition

Project Availability 10% time July-October

Robert Spragg, Data Scientist

As the lead data scientist for eIQ, Robert brings six years of experience and a range of capabilities in mobility, clean energy, utilities, and strategy consulting. Robert has significant experience seeing projects to completion, managing diverse groups of stakeholders, and developing novel solutions to complex systems problems. At eIQ, Robert identifies, tests, and deploys new software packages (CI/CD) for eIQ's EValuate model.

Similar projects:

- Exelon Midwest Fleet Assessment
- FedEx Fleet Electrification Assessment
- Genetech Pharmaceuticals Fleet Assessment



Project Roles & Responsibilities

- Data collection
- Electric vehicle analysis
- EV transition

Project Availability 20% time July-October

Resumes are at the end of the proposal and estimated hours for each person are included in the budget form.

3b. Respondent's Experience

Frontier Energy

Sacramento Metro Air Quality Management District Gina O'Neal, 916-874-2636, goneal@airquality.org 777 12th Street, Suite 300, Sacramento, CA 95814 Regional Plan for Zero-Emission Vehicle Deployment 2017-2020

DKS Associates

City of Seattle, Department of Finance and Administrative Services, Capital Development & Construction Management Andy Ishizaki, 206-233-7809 andy.ishizaki@seattle.gov 700 5th Ave, Suite 5200, Seattle, WA, 98104 City of Seattle Electric Vehicle Supply Equipment Systemwide Assessment

eIQ

Evolve – City of Houston Chris George, chris.george@evolvehouston.org 1111 Louisiana Street Suite 4260. Houston, TX 77002 Fleet Electrification Assessments for major Houston Fleets

The following table lists contracts that the program team has had during the last three years and how they relate to the services in this RFP.

Table 3 summarizes the project team's experience relevant to the services and deliverables in the RFP.

Table 3: Reference Projects

Client; project	Vehicle data collection	Deployment planning	Infrastructure planning	Cost analysis	Regulatory reporting
California Fuel Cell Partnership	~	~	~	~	~
Sacramento Metro AQMD; Regional ZEV Readiness	~	~	~	~	✓
East Bay Community Energy; EV Fleet Transition Planning for Berkeley, Dublin, Alameda County and Oakland	~	~	~	~	~
City of Sacramento; EV Blueprint	~	~	~	~	~
SMUD; Medium- and Heavy-Duty ZEV Blueprint		~	~	\checkmark	
County of Sacramento; On-call consulting for fleet transition	~	~	~	\checkmark	
CARB; multiple ZEV heavy-duty pilot programs	~		~		\checkmark
Various Clean Cities projects	~	~	~	\checkmark	
King County; Assessment of Electric Vehicle Charging Infrastructure	~	~	~		\checkmark
UC Davis; Campus Electric Vehicle Study		~	~	~	~
King County Metro; Transitioning Non-Bus Fleets to Zero Emissions Feasibility Study	~	~	~	~	~
City of Seattle; Electric Vehicle Supply Equipment Systemwide Assessment	~	~	~	\checkmark	\checkmark
Sonoma and Mendocino Counties; Electric Bus Charging Infrastructure for Planning and Engineering Study		~	~		
South San Francisco; Electric Vehicle Charging Station Master Plan	~	~		~	\checkmark

Client; project	Vehicle data collection	Deployment planning	Infrastructure planning	Cost analysis	Regulatory reporting
City of Walla Walla; Fleet Electrification Phase 1		~	\checkmark		\checkmark
Great Falls; North Great Falls Subarea Transportation Study			\checkmark	~	\checkmark
City of Portland; Fleet Electrification Assessment for City of Portland	\checkmark	~		~	
Consumer's Energy; Fleet Electrification Assessment of Own Fleet	~			~	
City of Fremont; Fleet Electrification Study	~	~	\checkmark	~	



"At Frontier, they're experts in our issues. We learn a lot from them in our projects together."



Client quote from Frontier Energy 2020 "Voice of the Customer" Survey

Section 3: Cost Proposal

The team of Frontier Energy, DKS, and eIQ propose a budget of \$97,755 to complete the work described in this proposal. The budget includes expenses to be charged for performing the services proposed to accomplish the objectives of the RFP. Hourly rates for staff are inclusive of benefits, overhead, and profit at 2021 rates. Frontier Energy submits monthly invoices with the level of detail the City of Spokane requests.

Tasks	Key Persons	Hourly Billing Rate	Number of Hours	Labor Cost	Total per Task	
	Chris White (Frontier)	\$240.00	15	\$3,600		
	Administrative (Frontier)	\$75.00	5	\$375		
Task 0: Kick-off meeting Project management	Mike Usen (DKS)	\$260.00	5	\$1,300	\$8,025	
	Yann Kulp (elQ)	\$250.00	5	\$1,250		
	Robert Spragg (elQ)	\$150.00	10	\$1,500		
Task 1: Analyze and profile	Chris White (Frontier)	\$240.00	40	\$9,600		
the City's fleet	Mike Usen (DKS)	\$260.00	2	\$520	607.070	
Deliverables: EV Assessment Report, Biofuel	Robert Spragg	\$150.00	90	\$13,500	\$27,370	
Assessment Report	Yann Kulp (elQ)	\$250.00	15	\$3,750		
	Chris White (Frontier)	\$240.00	20	\$5,200		
Task 2: Vehicle Replacement	David Park (Frontier)	\$193.00	10	\$1,930		
Plan Deliverable: Report that	Mike Usen (DKS)	\$260.00	2	\$500	\$17,630	
City Council can adopt	Robert Spragg (elQ)	\$150.00	50	\$7,500		
	Yann Kulp (elQ)	\$250.00	10	\$2,500		
Taalk 2. Day salara an	Chris White (Frontier)	\$240.00	25	\$6,000		
Task 3: Develop an alternative fuel and	David Park (Frontier)	\$193.00	10	\$1,930		
charging infrastructure plan	Mike Usen (DKS)	\$260.00	32	\$6,400	\$27,450	
Deliverables: Site-by-site	Gurbir Antaal	\$160.00	32	\$5,120		
charging plan, fuel-by-fuel	Awais Zubair	\$200.00	20	\$4,000]	
biofuel plan	Yilun Xu	\$200.00	20	\$4,000		
Task 4: Funding strategies Deliverable: List of incentives and rebates	Chris White (Frontier)	\$240.00	10	\$2,400	\$4,480	
	Mike Usen (DKS)	\$260.00	8	\$2,080		
Task 5: Green Fleet Plan Deliverable: Procurement	Chris White (Frontier)	\$240.00	10	\$2,400	¢10.000	
plan though 2030 to address all City goals	Mike Usen (DKS)	\$260.00	40	\$10,400	\$12,800	
Project Total					\$97,755	



"It comes down to trust. My team trusts the Frontier people they work with, and I think the feeling is mutual."



Client quote from Frontier Energy 2020 "Voice of the Customer" Survey



Chris White

Senior Manager



PROFILE

Chris White has been with Frontier Energy since 2004. She directs engagement and outreach activities, develops vehicle electrification strategies and roadmaps, creates fleet transition plans, and plans and implements pilot programs. Under her supervision, Frontier Energy staff conduct extensive market research, develop print and digital marketing materials, conduct community and stakeholder outreach, and advocate for government policy. Chris's clients include air districts, state and local

governments, associations, automakers, and utilities. Since joining Frontier, Chris has been the communication director for the California Fuel Cell Partnership and was instrumental in developing the early commercial market for fuel cell vehicles and hydrogen stations

EDUCATION/CERTIFICATIONS/TRAINING

B.A., Management, Northwood College, IndianaB.A., Communications, Union University, CaliforniaTOP-certified meeting facilitator

FRONTIER ENERGY EXPERIENCE

Southern California Edison – current

• Developing guidebooks for businesses to help them navigate the choices and considerations for installation charging infrastructure for light-, medium-, and heavy-duty vehicles.

California Energy Commission – 2019-present

• Supporting awardees of the Electric Power Investment Program transition awarded projects from R&D to the commercial market.

City of Sacramento EV Blueprint -- 2019

- Researched and wrote a comprehensive plan for EV deployment that included reach codes, workforce development, community outreach, and targeted investments..
- Created a unique model for forcasting EV sales as a percentage of new car sales
- Co-created the Chaging Station Priotity Siting Tool to accurately identify areas for investment in charging stations
- Prepared the City to win a \$1.8 million grant from the California Energy Commission



Sacramento Metro Air Quality Management District Regional ZEV Readiness Plan – 2017-2019

- Developed a set of tools and maps that identify locations for hydrogen stations and DC Fast Charging stations for vehicles that drive 100 miles or more a day in a six-county region.
- Developed and facilitated a coalition of stakeholders to jointly execute the plan

East Bay Community Energy Fleet Transition – 2019-present

• Creating individual plans for six municipal governments to transition all their fleet vehicles to electric by 2025, including installing charging stations, additional solar and battery storage, and using load management strategies.

SMUD – 2020-present

- Project management for program to install EV charging at multifamly residences
- Supporting a grid capacity assessment for EV infrastrutture for medium- and heavy-duty

California Air Resources Board Zero Emission Truck Pilots – 2018-present

- Leading outreach, market research, and workforce engagement for two different pilot projects with zero-emission trucks at the Port of Los Angeles
- Oversee data collection and analysis

Various Training and Workforce Programs – 2017-present

- Project manager for community outreach and planning for South Coast Air Quality Management District's hydrogen readiness efforts.
- Conducted online and in-person focus groups about alternative transportation on behalf of the U.S. Department of Energy.
- Project manager for the DOE-funded Alternative Fuel Maintenance Garage project that delivered training about safety, codes, and standards for maintenance facilities for vehicles fueled by natural gas, propane, or hydrogen.

California Fuel Cell Partnership Communication Director– 2014-present

- Develop strategy and positioning reports and documents
- Lead a team of web programmers to build interactive websites and cloud-based programs such as the Station Operational Status System and hydrogen station map
- Plan and execute outreach campaigns and safety training events

PRIOR EXPERIENCE

New Product Specialist, Jack Morton Worldwide (CA, WA, and CT), 1994 – 2001

- Represented IBM's new products internationally on stage and on TV
- Participated on teams to introduce products for other Jack Morton clients



ACTIVITIES AND PROFESSIONAL DEVELOPMENT

- 2019 Clean Air Champion Individual Award by Sacramento Clean Cities
- 2019 Volunteer of the Year award
- 2014 Public Relations Society of America Crystal Merit Award
- 2013 West Sacramento Businessperson of the Year
- 2009 Robert Zweig Public Education Award
- Director, West Sacramento Chamber of Commerce
- Chair, West Sacramento Economic Development and Housing Commission
- Member, Association of Women in Water, Energy, and the Environment
- Member, Women of EVs
- Member, Women of Hydrogen
- Member, Smart Electric Power Alliance (SEPA)



David Park

Senior Engineer/Infrastructure Development Consultant



PROFILE

David Park has a long record of supporting sustainable transportation to improve air quality and mitigate global climate change. As an expert on emerging advanced transportation infrastructure and drivetrains, David has a comprehensive understanding of the economic, technical, and environmental issues of diverse alternative transportation technologies. He has provided strategic analysis on the state of technology to inform air pollution regulatory policy to numerous state and

national jurisdictions and has advised various public and private sector clients on integration of alternative transportation technologies into the existing framework. His work at Frontier Energy is informed by a background in stakeholder facilitation and an extensive network of relations with public, private, and non-governmental organizations.

EDUCATION/CERTIFICATIONS/TRAINING

M.S., Environmental Health Sciences, Harvard University School of Public Health, Boston, MA B.S., Environmental Engineering, Rensselaer Polytechnic Institute, Troy, NY Nondegree Study: Program on Negotiation, Harvard University/MIT, Cambridge, MA

FRONTIER ENERGY EXPERIENCE

East Bay Community Energy, Municipal Fleet Electrification, Oakland, CA, November 2019 to Present

- Provide project management for this complex project with many stakeholders with individual goals.
- Conduct municipal fleet assessments for Berkeley, Dublin, Hayward, Albany, and Alameda County to identify vehicles that can be retired, sold, and transition to electric.
- Develop city-specific reports that include vehicles, charging infrastructure, DER, and storage

California Fuel Cell Partnership, Sacramento, CA, October 2018 to Present

- Facilitate the implementation of fuel cell vehicle (FCEV) and fuel cell bus (FCEB) fleet programs.
- Lead and manage the CaFCP Working Group to complete action items and task force deliverables.
- Organize and lead initiatives focused on renewable hydrogen production and regulation development in collaboration with the California Air Resources Board, U.S. Department of Energy, and industry.
- Educate and communicate with key stakeholders and industry experts about lessons learned and best practices for implementing hydrogen refueling stations.



PRIOR EXPERIENCE

Air Pollution Specialist, California Air Resources Board, El Monte, CA, 2018

- Carl Moyer Funding Program Grantor.
- Develop zero-emission mobile source regulation for SIP strategy and GHG reduction policies.

Director of Air Pollution Policy Practice, Alta Environmental, Long Beach, CA, 2016 – 2017

- Sustainability practice manager with a focus on energy.
- Corporate strategic analyst and advisor for renewable and alternative transportation fuels.
- Conducted analysis of the role of advanced technology vehicles in the greater Los Angeles region.

Manager, Ramboll Environ US Corporation, Los Angeles, CA, 2011 – 2016

- Corporate strategic analyst and advisor to the natural gas transportation.
- Advanced technology strategic advisor for evaluation of advanced transit bus technologies and methodologies of integration into the Los Angeles Metro bus fleet.
- Project leader, Port of Los Angeles battery electric drive train drayage truck technology testing.
- Prototype emission control technology development.

Senior Project Manager, M.J. Bradley & Associates, LLC, Manchester, NH, 1996 – 1998; 2009 – 2011

- Grant program response coordinator specializing in partnership & coalition building; grant program analysis, grant application development.
- Team leader of vertical, fleet modernization programs from finance through project execution.
- Project manager of battery electric vehicle cold weather evaluation testing and optimization.

Environmental Consultant, Khitin, Inc., Seattle, WA, 2005 – 2009

• Air pollution inventory development.

Project Manager, Northeast States for Coordinated Air Use Management, Boston, MA, 1999 – 2005

- Advisor and researcher on issues of domestic and international environmental policy and compliance..
- Air Toxics Inventory quality assurance coordinator and advisor to the NESCAUM Member States.

Environmental Engineer, NYS Department of Environmental Conservation, Albany, NY, 1994 – 1996

• Led the development of the 1996 PM10 Attainment SIP for New York County.

PROFESSIONAL AFFILIATIONS

- New York State Registered Engineer in Training
- Air and Waste Management Association
- Harvard Alumni Association
- Rensselaer Polytechnic Institute Alumni Association



Registrations: American Institute of Certified Planners No. 012577

Education: Master of Urban Planning, University of Washington | BA, Environmental Studies, University of Vermont

Years of experience: 30

MIKE USEN, AICP, Electromobility and Resiliency Lead

Mike's relevant expertise: Mike Usen leads DKS' company-wide electric vehicle charging infrastructure planning and design practice, assisting transportation agencies, vehicle fleets and sustainability managers plan smart electric vehicle charging infrastructure for transit systems, electric vehicle fleets, workplaces, multi-family housing and public charging. For much of the past three decades, Mike has worked at the intersection of transportation and sustainability for marketleading consulting firms and large public agencies including King County Metro Transit where he developed the agency's Sustainability Program and wrote its Sustainability Plan and the transportation chapter of the Strategic Climate Action Plan (SCAP). Mike's relevant expertise includes multiple aspects of electric vehicle charging infrastructure master planning for light, medium and heavy-duty vehicles.

UC Davis Campus Electric Vehicle Study | Davis CA

Mike is leading preparation of an electric vehicle (EV) study by serving as subject matter expert for electromobility. The study and its relation to the University electric distribution system, focuses on load analysis, asset service connections, technical design and operation of smart charging, outlining a flexible infrastructure that will accommodate future adoption of electric mobility and ensures the reliability and resiliency of the University's electric grid.

Island County Region Vehicle Electrification Study | Island County WA

Mike is providing research, data & financial analysis, policy development, and public engagement services in the pursuit of vehicle electrification in Island County. These efforts evaluate current and emerging charging technology including chargers, charge management software, and load management, analyze the feasibility of transitioning municipal fleets to Electric Vehicles and coordinate with public works departments on infrastructure needs.

Transitioning Metro Non-Bus Fleets to Zero Emissions | Feasibility Study, Seattle, WA.

Mike serves as Zero Emission Vehicle and Infrastructure Subject Matter Expert (SME) helping Metro develop its strategic roadmap for transitioning King County Metro Transit's non-bus fleets to electric vehicles. These fleets include light, medium and heavy-duty non-revenue fleet vehicles (NRV), ACCESS paratransit fleet as well as the nation's largest rideshare operation. Mike provides technical oversight for the feasibility study, implementation plans and decision support tools to increase fleet fuel efficiency and alternative fuels use in order to reduce greenhouse gas emissions.

City of Walla Walla Fleet Electrification, Phase 1 | Walla Walla, WA

Mike is currently assisting the City of Walla Walla begin the process of fleet electrification by planning charging infrastructure acquisitions/installations to power the City's initial electric vehicle (EV) deployments. The goal of this work is to provide the planning and budget estimates necessary to pursue grant funding for installing EV charging infrastructure at both the City of Walla Walla's Service Center and City Hall parking lot, including evaluating feasibility of utility power connectivity and estimating costs for design, permitting and construction.



Peninsula Regional Transportation Planning Organization Inventory of Plans, Policies, and Data Regarding EV Readiness | Peninsula Region, WA Mike serves as electromobility subject matter expert to PRTPO by advising staff with its goal of developing a suitable strategy for increasing electric vehicle (EV) readiness in the four-county Peninsula Region. The focus of this effort is to assist with collection of appropriate existing information including plans, policies, forecasts, codes, infrastructure, and grid capacity.

City of Davis EV Charging Infrastructure Phase 1, | Davis CA

Mike is about to initiate work on an electric vehicle infrastructure analysis project for the City of Davis California. His roles include leading site feasibility and cost analysis, evaluation of several different DC Fast Chargers and smart level 2 public chargers and determining vehicle energy requirements and charging needs to plan for conversion of light-duty fleet vehicles to electric by 2030 including an estimated budget by year for vehicles and infrastructure.

East Bay Community Energy Municipal Fleet Electrification Study | Alameda County, CA. Mike is leading DKS' efforts to determine vehicle energy requirements and charging needs for the municipal fleets of the cities of Oakland, Berkeley, Dublin, Albany, Hayward and Alameda County California, including estimation of fleet electrical load calculations and associated charging infrastructure requirements, and cost evaluations for infrastructure upgrades at each fleet facility. This evaluation will also recommend innovations such as dynamic load management, charger sharing, mobile chargers and other technologies.

Transit Parking Demand and Mode Transition Study | Solano County, CA. Mike prepared preliminary design concepts to integrate pickup and drop-off facilities for electrified ride hailing, microtransit, car share and bike and scooter share including vehicle charging, coupled with on-site energy storage.

South San Francisco Electric Vehicle Selection | South San Francisco, CA. Mike is evaluating battery electric (BEVs) and plug-in hybrid vehicles (PHEVs) for use by South San Francisco's fleets and recommending which vehicles to purchase. This evaluation considers economics, safety features, vehicle reliability, anticipated public perception and impacts on the City's mechanic workforce. The report will dovetail into South San Francisco's Electric Vehicle Charging Masterplan, addressing the future of vehicle technology with subsequent periodic updates as new EV products become available.

City of Fremont Fleet Electrification Study | Fremont, CA. This project assesses opportunities for municipal fleet vehicle conversion to plug-in battery electric and the role of solar photovoltaic (PV) renewable energy systems paired with energy storage systems (ESS) and electric vehicle supply equipment (EVSE). A key goal of the project is to analyze and propose best practices for both technical solutions as well as planning processes necessary for this transition, sharing these best practices across the region through a working group. Mike's role on this project is to oversee evaluation of the fleet's existing energy demands and project the future energy requirements of an electrified fleet by conducting a systematic assessment of all current City-operated vehicles based on a detailed review of departmental vehicle inventories provided by each departmental unit that operates vehicles.

City of Seattle Electric Vehicle Supply Equipment Systemwide Assessment | Seattle, WA.

The City of Seattle is in the process of converting its award-winning 4,100 vehicle motor pool to an all-electric fleet by planning charging infrastructure upgrades at 11 garages, 5 warehouses and over 25 other facilities. Mike's team evaluated the City's existing facilities, conducted internal



stakeholder engagement, assessed the EV market and charging technology, evaluated facility electric load capacity and recommended load management alternatives including planning level project implementation cost estimates.

South San Francisco Electric Vehicle Charging Master Plan | South San Francisco, CA. Mike led the development of a master plan for electrification of City of South San Francisco vehicle fleet through designation and location of electric vehicle charging infrastructure. This masterplan also provides direction to commercial charging for the general public at large employers, commercial businesses, multifamily housing, and public facilities.

King County Metro Transit Base Electrification | Tukwila, WA. Metro is initiating design of a new transit base in Tukwila Washington, converting an existing training facility into a new base for 250 electric coaches (battery buses). Following the project's June 3, 2019 kickoff, Mike is leading the project design team's bus electrification planning including battery charging infrastructure, electrical substation feasibility, technology planning, operations and environmental review. This facility is expected to be the first large scale all-electric bus base in the Pacific Northwest, serving as a design prototype for transit electrification.

Sacramento Electric Vehicle Implementation Blueprint | Sacramento, CA. Mike's role included provision of strategies to advance the next generation of ZEV mobility applications and programs, including an EV Toolkit and an advanced EV Mobility Opportunities Report, identifying financially-sustainable EV programs to ensure that public spending on EVs and EV infrastructure balances charging demands, advances new technologies, and incentivizes EV rider trips. Mike also prepared an Advanced EV Mobility Opportunities Report and EV Deployment Plan.

Electric Bus Charging Infrastructure for Sonoma and Mendocino County Planning and Engineering Study | Santa Rosa, CA. Mike oversaw evaluation of multiple existing facilities to assess current electrical infrastructure capacity, transit fleet characteristics, duty cycles, and operating environments and survey currently or soon to be available chargers and vehicle types, analysis of energy storage and renewable energy generation options including cost estimates, available funding subsidies and capacity needs as well as recommend charging policies to maximize existing facility infrastructure and minimize electric bus charging costs.

Electric Vehicle Charger Design: Eluminocity | Seattle, WA. DKS Associates provided EV infrastructure design services for Eluminocity, helping the City of Seattle implement the Electric Vehicle Charging in the Right of Way (EVCROW) program, preforming engineering for Level 2 and DC Fast Chargers. Mike oversaw DKS' services included installation design and design review, facilitating compliance with City of Seattle street use requirements including permitting of EVSE, and general logistical support related to project implementation.

RELEVANT RECENT PUBLIC SPEAKING EXPERIENCE

As a thought leader in smart mobility, Mike is a frequent presenter at professional conferences on such topics as master planning electric vehicle charging infrastructure, planning for fleet electrification, planning for micromobility and the implications of our transition to a future dominated by shared, autonomous, connected and electric vehicles. Since Joining DKS in 2017, Mike has presented (or will be presenting) these topics at the following conferences:

2021 Conference Presentations

- Washington State Transportation Commission, Olympia WA
- ACES Northwest Charge Up your Fleet, Bellevue WA



• Green Transportation Summit and Expo, Tacoma WA

2019 Conference Presentations

- Intelligent Transportation Society of America Washington State Chapter Conference, Seattle WA
- American Public Works Association, National Conference, Seattle WA
- Public Fleets Summit, Long Beach CA
- Charge Expo, San Diego CA
- Public Fleets Summit, Lacey WA
- Urbanism Next, Portland OR
- Institute for Traffic Engineers, Sacramento CA
- Green Transportation Summit and Expo, Tacoma WA
- Charged Up EV Expo, Seattle WA

2018 Conference Presentations

- American Public Works Association, Washington State Chapter Conference, Wenatchee WA
- Urbanism Next, Portland OR
- Intelligent Transportation Society of America Washington State Chapter Conference, Seattle WA
- Intelligent Transportation Society of America California State Chapter Conference, Anaheim CA

2017 Conference Presentations

• American Planning Association, Washington State Chapter Conference, SeaTac WA





Registration: P.Eng, Canada – 100502010 Traffic Signal Level – 1 Supervisor, IMSA Ontario Work Zone Traffic Control & Safety Supervisor

Education: MS in Electrical and Computer Engineering, McMaster University, Canada | BS in Electronics and Communications, Chandigarh Engineering College, India

Years of experience: 6 (2 with DKS)

GURBIR ANTAAL, ELECTROMOBILITY ENGINEER ASSOCIATE

Gurbir's relevant expertise: Gurbir has a wide variety of skills relating to planning and designing electric vehicle (EV) charging infrastructure installation as well as power, traffic signal system and construction of lighting for highways and municipal/county roads. His project experience includes work for both power providers and transportation agencies including East Bay Community Energy, King County Metro Transit, California Department of Transportation, Oregon Department of Transportation, Ministry of Transportation Ontario, City of Berkeley, City of Fremont, City of Oakland, San Jose City, City of Mountainview, City of Portland, Washington County, City of Toronto, City of Ottawa, City of London, Region of Halton and Town of Oakville. His experience also includes the design of other electric transportation infrastructure including illumination systems and traffic signals. Gurbir has extensive experience with AGi32 lighting software and AutoCAD, in addition to a growing understanding of MicroStation.

East Bay Community Energy Municipal Fleet Electrification

Studies. CA Gurbir was responsible for calculating the charging needs for each vehicle fleet site for the cities of Berkeley, Albany, Dublin, Alameda County and Oakland. His role consisted of field visits, evaluating the fleet data, calculating number of EV chargers required on each site based on the load calculations, EV battery size and power consumptions for Level 1, Level 2 and DC Fast Chargers. He was also responsible for creating build-out cost's spreadsheet for each site.

Transitioning Metro Non-Bus Fleets to Zero Emissions –

Feasibility Study, Seattle, WA. Gurbir leads the technical evaluation of charging needs for light, medium and heavy-duty non-revenue fleet vehicles (NRV), ACCESS paratransit fleet as well as the nation's largest rideshare operation. This work includes evaluating the electrical energy needs of each type of vehicle and reviewing facilities drawings and data for passenger facilities and transit bases to evaluate feasibility and costs for installation of EV chargers.

City of Fremont Fleet Electrification Study, Fremont, CA. Gurbir calculated the energy demands of each light and emergency (pursuit) vehicle fleet component and evaluated each of Fremont's fleet vehicle domicile locations for EV charger installation. He was responsible for evaluating the fleet data, calculating the appropriate quantity of EV chargers required on each site based on the load calculations, EV battery size and power consumptions for Level 2 and DC Fast Chargers.



UC Davis Campus Electric Vehicle Study, Davis Ca

Gurbir lead site assessment and electrical evaluation of charging infrastructure for an electric vehicle study focused on load analysis, asset service connections, technical design and operation of smart charging at the largest campus in the UC system. He was also responsible for creating build-out cost's spreadsheet for each site.

Southwest Corridor - Trimet, Portland, OR Gurbir designed the lighting for the roadway segment of approximately 3.0 miles stretch in Portland, Oregon. Project consists of lighting on roadway, sidewalk illumination, shared use pathways between pedestrians and bicyclists, ADA ramps, traffic intersections and midblock crossings using City of Portland and Oregon Department of Transportation Lighting Standards and light levels.

US-101/Blossom Hill - Traffic Signal and Lighting Design, San Jose, CA. The project consisted of three intersections, from which two belongs to California Department of Transportation, and one intersection belongs to City of San Jose. Gurbir assisted the Design team to prepare detailed traffic signal design, ramp metering signals, lighting analysis and signal interconnect. Gurbir was also responsible to calculate the loads (wattages) of the existing electrical equipment's that are fed from the electrical service and verifying with the As-Built drawings, calculated the conduit fill capacity, verified the breakers in the electrical service enclosures to ensure that the electrical panel had space to accommodate the new breakers. He was also responsible for carrying cost estimates and coordinating with PG&E for modifying and new service enclosure connection.

SW Roy Rogers/SW Tualatin Sherwood Rd - Chicken Creek to SW Olds Place, OR. Gurbir was responsible illumination of roadway segment of approximately 1.5 miles stretch in City of Sherwood/ Washington County, Oregon. Project consists of lighting on roadway, sidewalk illumination, shared use pathways between pedestrians and bicyclists, traffic intersections and midblock crossings. He was also responsible for creating plan sheets, line diagrams, and cost estimation reports.

San Bruno Avenue Medians Improvement Project, San Bruno Gurbir worked as a design engineer to prepare the traffic signal and striping design plans, specifications and estimate for the project. He conducted field work and performed the drafting duties for the traffic signal modification at the intersection of San Bruno Avenue/Cherry Avenue intersection.

SW Walker Road Improvements, Washington County Gurbir served as design engineer for two traffic signals and fiber optic interconnect design along SW Walker Road in Washington County, OR. The signals were designed with VIVDS, emergency vehicle pre-emption, install PTZ cameras, protected left-turn phasing was used along Walker Road. Fiber optic cables were designed to use new conduits along the Walker Road. The design included fiber splicing to existing fiber at SW Walker Road and SW 185th Avenue and SW Walker Road and SW 173rd Avenue.

Halton Region - William Halton Parkway Expansion Project, CA. Gurbir assisted the Design Team to prepare detailed design of continuous roadway illumination network which included the illumination of bridge, roundabout, sidewalk, and illumination in the bridge structure for maintenance operations, and designed the traffic signal & temporary lighting. In addition to the Illumination and traffic signal design, the project requires the design of heat tracing system for storm sewers chambers and pipes, line diagrams, voltage drop calculations, detail drawings, and Hydro coordination for power supply and connection.





Education: MSC Engineering Project Management, Coventry University, UK | BS Telecommunications Engineering, National University of Computer & Emerging Sciences, Pakistan

Years of experience: 8 (3 with DKS)

Professional Affiliations: Institute of Transportation Engineers (ITE)

AWAIS ZUBAIR, Electromobility Engineer

Awais's relevant expertise: Awais Zubair is a design-focused engineer with 8 years of experience working with intelligent transportation systems (ITS) and his last 2 years focused extensively on electromobility projects. Awais specializes in electrical and power design of electric vehicle supply equipment (EVSE), communication design, EVSE siting and constructability assessment. Awais has provided electromobility design consultation to a variety of clients including the City of Seattle, King County Metro, King County Facilities Management Division, City of Walla Walla, and University of California Davis. In addition to EVSE, Awais has experience designing electrical and communications systems for ITS devices including Variable Message/Speed Signs, CCTV Cameras, Road Weather Information systems, Vehicle Detection systems, Queue Warning systems, Traffic Signal systems, and Illumination systems. Awais has demonstrable experience facilitating multi-disciplinary design workshops managing multiple stakeholders and design requirements. Awais is a strong technical analyst and an advanced user of AutoCAD.

King County Facilities Management Division (FMD) – Fleet Electrification Phase 1, WA. DKS was hired by King County FMD for the pilot project to electrify King County fleet at six of their facilities. Awais was responsible for quality assurance of the fleet charging needs and EVSE strategies analysis. As the lead designer on the project, Awais conducted surveys of each site to assess existing conditions, devise EV charger siting plans, and identify the optimum power route to the chargers. Awais also collaborated with electrical foreman at each site to ensure that proposed design suggestions addressed their operations, ated concorns

maintenance and safety related concerns.

City of Walla Walla – Fleet Electrification Phase 1, WA. Working as the lead designer on the City of Walla Walla Fleet Electrification Phase 1 project, Awais is preparing high level design plans and cost estimates for the installation of EVSE infrastructure, consisting of a combination of Level 2 and DC Fast chargers, at multiple sites. The goal of the project is for the City of Walla Walla to use these plans and estimates to apply for future grant funding. As part of the design effort, Awais worked with City of Walla Walla electrical staff to conduct a remote field visit, communicated with local electricity utility provider to assess the available power options, and studied as-built drawings to determine the optimum charger siting to minimize civil work.

University of California Davis – Campus Electrification Project, CA. Awais analyzed EV charging payment strategy and technology alternatives and recommended those that make economic sense for each charger type. The analysis also addressed the communication infrastructure challenges and options as well as opportunities for revenue generation. Awais also analyzed the operations and maintenance requirements for EVSE infrastructure and documented the pros and cons of various strategies including Owner/Operator, Contracted Maintenance, and Charging-as-a-Service.

SDOT Multimodal Integrated Corridor Mobility for All (MICMA), WA. Awais is serving as the project manager and lead designer on MICMA ITS Improvements project. The project includes



video detection installation across 5 key corridors (40 intersections in total) in the University of Washington area for SCOOT adaptive system, CCTV camera installation on 5 intersections, pedestrian push button upgrades to ADA compliant APS pushbuttons on 10 intersections, traffic signal controller cabinet upgrade on 10 intersections, and ADA compliant curb ramp improvements on 2 intersection. Awais is also managing three sub-consultant teams responsible for delivering partial design of the project.

ODOT – I-205: Stafford Road to OR99E Corridor Rd Widening & Retrofit of the Abernethy Bridge, OR. Awais is serving as the project manager and lead ITS designer on I-205 Stafford Road to OR99E Corridor Rd Widening & Retrofit of the Abernethy Bridge ATM project. The project includes fiber relocation design of approximately 10 miles of existing fiber impacted by the widening and ITS electrical and communications design for 7 Active Traffic Management (ATM) sites with design elements including variable message signs (VMS), variable speed signs (VSS), CCTV cameras, fiber optic communication, radio communication, road weather information sensor station, and radar detection.

Pierce County – Canyon Road Northerly Extension, WA. Awais is working as the deputy project manager and design lead on the Canyon Road Northerly Extension project that spans across City of Fife, Pierce County and WSDOT jurisdictions. DKS' design scope includes traffic signal design for 3 full intersections and 2 pedestrian crossings, illumination design for 4 corridors with an accumulative length of approximately 2 miles, and fiber optic interconnect design for 2 corridors with an accumulative length of 1.5 miles and drop connections to the signalized intersections.

City of Sequim – Washington St. Signal Improvement Project, WA. Awais is working as the project manager and lead traffic signal designer on Washington St. Signal Improvement project. The project introduces operational improvements on two 4-way traffic signals by changing the split-phase operation to a protected-permissive left turn operation on all approaches. Traffic signal infrastructure improvements include ADA compliant pedestrian pushbuttons and pedestrian signal heads installation as well as upgradation of controller cabinet, traffic signal controller, vehicle signal heads, detection technology, and wiring.

Sound Transit – SR522 Bus Rapid Transit (BRT) Project, WA. Awais is working as the deputy project manager and lead traffic signal and illumination designer on the SR522 BRT project. The design includes traffic signal and illumination infrastructure relocation and upgrade to accommodate the roadway and operational changes introduced by the new bus rapid transit route.

City of Tacoma – Taylor Way Rehabilitation Project, WA. Awais worked as the deputy project manager and lead designer on the Taylor Way Rehabilitation project. The design included complete re-build of 4 traffic signals, continuous illumination and fiber optic interconnect on 2.5-mile long corridor, CCTV cameras, rail detection sensors, vehicle detection technology, variable message signs, and blank-out signs.

Oregon Department of Transport (ODOT) – I-205: Johnson Creek Blvd-Glen Jackson Bridge Phase 2, OR. Awais was the ITS electrical and communications designer for PS&E package delivery of ODOT's I-205 Johnson Creek Blvd to Glen Jackson Bridge Active Traffic Management (ATM) project. The project included 12 ATM sites with design elements including variable message signs (VMS), variable speed signs (VSS), CCTV cameras, fiber optic communication, radio communication, road weather information sensor station, and radar detection.





Registrations:

- Washington Professional Engineer (Civil), No. 19110740
- Minnesota Professional Engineer (Civil), No. 54149

Education:

- M.S, Civil Engineering (Transportation & Statistics minor), North Carolina State University
- MBA, Carlson School of Management, University of Minnesota
- B.Eng., Traffic Engineering, Tongji University, China

Years of experience: 8

Unique Qualifications:

- Electrical demand charging management
- Electrical utility rate analysis
- LCFS credit planning
- Bi-directional charging planning
- Economic Analysis
- Market Assessment
- Strategy Development

YILUN XU, PE, ELECTROMOBILITY ENGINEER

Yilun's relevant expertise:

ELECTROMOBILITY SUMMARY BIO: Yilun has experience with a variety of electromobility projects on which he applies both his engineering and his business analysis expertise. His specialization includes charging demand management, electrical utility rate analysis, Low-carbon fuel standard (LCFS) credit planning, bi-directional charging planning and operational cost analysis. Yilun regularly supports DKS clients including counties, cities, transit agencies, and Universities. Yilun has over 8 years of professional experience in the transportation industry, has advanced engineering and business degrees coupled with a strong passion for electromobility.

ELECTROMOBILITY:

King County Metro Non-bus Fleets to Zero Emissions, King County, WA

Yilun analyzed the utility rate structures of both major utility providers in King County. Utility rate structures involve base utility rates, demand charging, time-of-day charges, transformer fees, a variety of utility credits, etc. Yilun provided crucial supports to the development of the electric vehicle fleet charging strategies that manages electrical utility expenditures. Yilun also customized an EVSE cost estimator, including EVSE operational costs, to meet the project needs.

University of California Davis Campus Electric Vehicle Study, Davis, CA

Yilun compared the pros and cons of EV charging payment methods and recommended the best strategies for student, employees and visitors at UC Davis. These payment technologies involve card payment, RFID, mobile apps, E-currency, etc. Yilun also supported the cost and budget efforts by providing supports on LCFS credits and utility expenses.

STRATEGY & PLANNING:

Bayfront Area Event Parking and Traffic Study, Duluth, MN.

Yilun served as the modeling support and consultant for the Metropolitan Planning Organization of the Duluth/Superior region on parking and traffic strategies during large-scale events at the Bayfront area in Duluth, MN. The Bayfront area has suffered increasing customer complaints about parking access and availability. Yilun conducted planning level analysis of the traffic and parking conditions in the area, categorized potential mitigation strategies based on their financial feasibility, technical viability and benefit, and presented the recommendation at a series of interactive workshop to multiple stakeholders. The client and stakeholders were satisfied with the study outcome and has committed to continue the efforts in the recommendation.

Super Bowl LII Traffic Control Plan Communication, Minneapolis, MN

Yilun developed a GIS system to communicate the traffic control plans and transportation elements (roadway closure/restriction, traffic control agents, viable message signs, transit/shuttle, etc.) of Super Bowl LII in Minneapolis, MN. The GIS system translated complicated traffic control plans and roadway closure/restrictions to straightforward daily views. It also managed multiple data streams in one uniform place. This facilitated effective communications among stakeholders and with the general public. Yilun received positive feedback during the after the event for the system development and consulting process.

Mode Share and Origin/Destination (OD) Study of Campus Travelers, Minneapolis, MN

Yilun led the mode share and OD study for the University of Minnesota Twin Cities campus in 2014 and 2016. The study survey initiated an innovated method to collect the more accurate mode share in a multimodal environment. Yilun also led the data analysis efforts and chaired a planning committee that used the study result to update the campus shuttle plan. Yilun also utilized the OD information from the StreetLight InSight platform to complement the survey results.

Partnership Strategy Analysis for New Market Entry, Warsaw, Poland

As part of a consulting team, Yilun conducted primary and secondary research in Warsaw to prioritize potential retail partners for the client. The prioritization was based on business relevancy as well as the likelihood of partnership formation. A quantitative rating framework was developed to support the final recommendation.

* Some details of project task and client are generalized due to nondisclosure agreement.

Innovation Center Strategy in Agriculture and Food Industry, Shanghai, China

Yilun served as the team lead to draw best practices and lessons learned from the best performing innovation centers. Yilun led a multinational team for primary and secondary research in the US and China. The consulting process includes issue tree development, storyboarding, and synthesizing.

* Some details of project task and client are generalized due to nondisclosure agreement.

Healthcare Start-up Business Valuation, Stockholm, Sweden

Yilun conducted a SWOT, break even, financial, and patent analysis on a start-up in Stockholm, Sweden, as part of a global consulting team. The analysis led to the valuation of the business as well as recommendations on best path forward.

* Some details of project task and client are generalized due to nondisclosure agreement.



Robert Spragg (559) 433-7687 | Robert.spragg@nexteraenergy.com | LinkedIn

CAREER OBJECTIVE

Data scientist and engineer with a diverse set of experiences in mobility, clean energy, utilities, and strategy consulting. Experience seeing projects to completion, managing diverse groups of stakeholders, and developing novel solutions to complex systems problems.

CORE COMPETENCIES

- Project Management
- Python, R, Julia
- Data Analysis, Visualization
- Product Design

- Optimization, Modeling
- Software Development

PROFESSIONAL EXPERIENCE

EIQ MOBILITY (ACQUIRED BY NEXTERA ENERGY RESOURCES), Oakland, CA

Data Scientist, July 2019 – present

- Work closely with product team to design and build new fleet simulation and operations products •
- Develop, test, and deploy new software packages (CI/CD) for eIQ's EValuate[™] model •
- Manage multiple vehicle fleet analysis consulting projects from data retrieval to client presentation •
- Expertise in fleet operations and pain points through dozens of assessments and interviews •

SILICON VALLEY CLEAN ENERGY, Sunnyvale, CA

Decarbonization Analyst, September 2018 – June 2019

- Built GHG forecasting model used to set 2025, 2030 GHG reductions goals and inform program design •
- Created optimizations for solar + storage projects, emissions reductions of SVCE's supply portfolio •
- Aggregated various spatial, vehicle, and billing datasets to begin building master customer database •

CITY OF PALO ALTO UTILITIES, Palo Alto, CA

Microgrid Assessment Analyst Intern, June 2018 – September 2018

- Partnered with Stanford and EDF on APPA funded project to study *thermal microgrids* •
- Performed software tools assessment and feasibility study presented results via webinar •
- Identified emissions reductions of 45% for two districts in Palo Alto •

EDUCATION

STANFORD UNIVERSITY

Master of Science in Energy Engineering, September 2017 – June 2019

- Stanford Graduate Fellow (provided to top 1 or 2 incoming graduate students in each program) •
- Research focused on using Kalman filters to estimate a battery's state of charge •
- GPA: 3.91/4.0

UC BERKELEY

Bachelor of Science in Civil and Environmental Engineering, August 2013 – May 2017

- Minor in Mechanical Engineering: focus on control theory, vehicle dynamics, finite element analysis •
- GPA: 3.90/4.0 •

HOBBIES

- The great outdoors (hiking, skiing, birding)
- Investing, finance, housing policy advocacy ٠

Yann Kulp

E: yann.kulp@nexteraenergy.com | M: 847-271-2813 www.linkedin.com/in/yannkulp | Twitter @YKulp



<u>06/2018 - current</u> <u>Co-founder & Head of Business Development – eIQ Mobility, a NextEra Energy Company</u>

Co-founder of eIQ Mobility and leads business development with focus on building a pipeline of large U.S. fleet clients, utilities, auto manufacturers, and fleet management companies for the EValute[™] cloud-based EV fleet planning & analysis platform. Yann provides project management for client projects.

01/2017 – 06/2018 Head of Electric Mobility Strategy , Schneider Electric (Chicago)

Led strategy development, execution & partner/M&A pipelines for North America operations with a focus on Transportation Electrification and Contractor Digitization. Yann defined the market growth trajectory, and worked across businesses and clients to accelerate the significant charging infrastructure solution suite.

Schneider Electric

- 2012 2017 VP SmartSpace USA
- 2008 2012 Director Marketing Comm, LifeSpace EMEAS (HQ Paris)
- 2006 2008 Strategy & Business Development Manager LifeSpace North America
- 2004 2006 Residential Business Development Manager North America

Legrand, global specialist in electrical and digital building infrastructures

- 2000-2004 Product Manager for residential wiring device lines for North America, ~ \$100 M line
- 1996-2000 Product Manager for retail, Europe, ~ \$30 M line
- 1992-1996 Sales Engineer: specifiers & consulting engineers in Northern France sales region.

EDUCATION & COMMUNITY ENGAGEMENT

- 2014 Accelerated Sales Performance Northwestern University Kellogg
- 2009 Strategic Marketing Management University of Chicago Booth
- 2007 Corporate Strategy University of Chicago Booth
- 2003 Executive MBA Whitman School of Management Syracuse University, NY
- Automotive Fleet & Leasing Association: board member, www.afla.org/
- Jackalope Theater, Chicago: board member www.jackalopetheatre.org/
- Past: French-American Chamber of Commerce: board member <u>www.facc-chicago.com/</u>
- Past: CABA: chair of the Connected Home Council <u>www.caba.org/</u>

Bid Response Summary

Bid Number	RFP 5419-21
Bid Title	Green Fleet (EV and Bio-Fuel) Implementation Plan Development
Due Date	Monday, June 14, 2021 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Frontier Energy
Submitted By	Chris White - Monday, June 14, 2021 10:48:55 AM [(UTC-08:00) Pacific Time (US & Canada)]
	cwhite@frontierenergy.com 9168701431
Comments	

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	1
	2	Proposer has read and acknowledges compliance with Terms and Conditions. If answer is "NO", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	YES
	3	Proposer has read and understands the Request for Proposals document.	YES
	4	Proposer acknowledges agreement with Paragraph 4.4 Award/Rejection of Proposal/Contract.	YES
	5	Proposer has included Letter of Submittal with Proposal combined into one document per Section 4 "Proposal Content" instructions.	YES
	6	Proposer acknowledges that proprietary information must be on separate page(s) from Proposal document and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements.	YES
DOCUMENTS TO UPLOAD:			

	Upload Request for Proposal	
	Response (your Firm's Proposal).	
1	Combine documents as needed.	FrontierEnergy_GreenFleet_Response.pd
	Only one document can be	
	uploaded in this line item.	
	Upload Addenda documents if	
	applicable and was not included	
	in uploaded Proposal document.	
2	Combine documents as needed.	
	Only one document can be	
	uploaded in this line item.	
	Upload Proprietary information if	
	applicable. Keep Proprietary	
	information separate from	
	Proposal document and clearly	
	identify document as	
_	"Proprietary". See "Proprietary	
3	Information/Public Disclosure"	
	Paragraph for public record	
	requirements. Combine	
	documents as needed. Only one	
	document can be uploaded in this	
	line item.	
	Upload any other information	
	required or desired. Combine	
4	documents as needed. Only one	
	document can be uploaded in this	



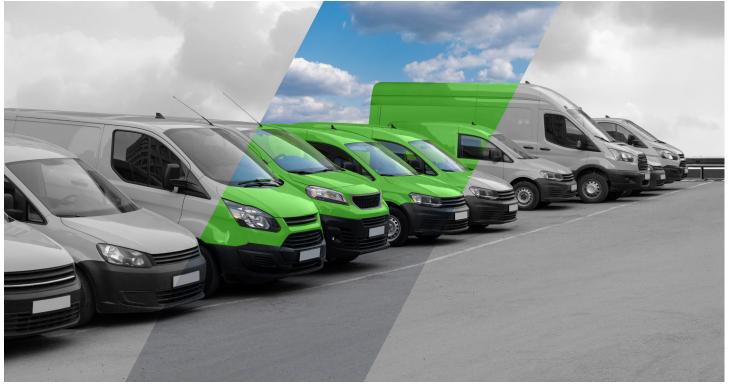
PROPOSAL

Green Fleet (EV and Bio-Fuel) Implementation Plan Development

RFP 5419-21 June 14, 2021







FRONTIER ENERGY, INC. 12949 Alcosta Blvd., Suite 101 San Ramon, CA 94583-1323 Contact: Chris White (916) 371-2899 cwhite@frontierenergy.com



June 9, 2021

City of Spokane Thea Prince RFP 5419-21 Green Fleet (EV and Bio-Fuel) Implementation Plan Development

Dear Ms. Prince:

Frontier Energy, Inc. welcomes this opportunity to submit a proposal for Green Fleet Plan Development. Frontier Energy is a C Corporation and will perform work from our office in West Sacramento, California. None of our 140 staff have been employed by the City of Spokane. If awarded the contract, we will comply with all the terms and conditions outlined in the Request for Proposal.

Frontier will provide services in partnership with DKS Associates, an employee-owned firm that will conduct work from its Seattle, WA office, and eIQ Mobility, a NextEra Energy Resources Company, that will perform work from its San Francisco, CA office. Neither of our partners have staff that were employed by the City of Spokane.

The project team has a long history of working with municipalities on fleet transition and implementation programs. We know and understand Washington's regulations, the approval processes in city governments, and that fleet and facilities managers juggle multiple conflicting priorities. We aim to make fleet transition planning as simple as possible for the city staff and easy to understand for elected officials and residents.

Frontier Energy has the experience, technical and communication skills, qualifications, and resources necessary to successfully provide the services in the RFP. Our Sacramento office, led by Chris White, is home to our Transportation division, which has successfully executed programs for alternative transportation for 20 years.

We look forward to working with the City of Spokane on this important and time sensitive program.

Sincerely,

President | Frontier Energy, Inc. 510-210-0371 | <u>lbrand@frontierenergy.com</u>

Contact: Chris White, Sr. Manager (916) 371-2899; cwhite@frontierenergy.com

(Ms. White is authorized to submit and negotiate this proposal on behalf of Frontier Energy, Inc.)



"They're easy to work with. One of the best contractors I've worked with. They're good at bringing in partners with stations, municipalities, and other entities."."



Client quote from Frontier Energy 2020 "Voice of the Customer" Survey

Technical Proposal

Our team is ready to hit the ground running. The project team of Frontier Energy, DKS Associates, and eIQ Mobility has a long history of working with cities and counties on initiatives and implementation plans to transition fleet vehicles to alternative fuels. The three companies work together on other projects and have an excellent rapport.

Frontier Energy has 20 years of experience with green fleet analysis and working with the U.S. Department of Energy's Clean Cities program on education and outreach to fleet managers about alternative and zero emission vehicles and fuels. Frontier is licensed to do business in Washington and well versed in adopted and pending regulations for clean fuels, clean energy, and vehicle electrification. DKS Associates has staff based in Spokane and will provide boots-on-the-ground project support.

The team will create a Green Fleet Action and Sustainability Plan to transition the City of Spokane's light-duty fleet to electric vehicles and identify opportunities to transition medium- and heavy-duty vehicles and off-road equipment to electricity and biofuels. The plan will include supporting fueling/charging infrastructure, energy generation, and storage.

The plan will comply with RCW 43.19.648 and RCW 43.325.080 and related ordinances and documents, and allow flexibility for technology innovations and regulatory changes. Reporting throughout the project and at the end will identify strategic investments that the City can make to transition its fleet and support other initiatives for sustainability, innovation, health, safety, and workforce development.

OUR PROCESS

- 1. Meet with all stakeholders and collect data about current and planned vehicles, current and planned domicile facilities, and other City policies and priorities.
- 2. Clean and validate the data. If data is missing, we fill gaps by meeting with the City's team or using assumption data developed from other projects.
- 3. Identify vehicles/vehicle classes that can feasibly be electrified by 2030, those that can be transitioned to a biofuel by 2030, and those that do not need to be replaced before 2030. We will deliver a year-by-year vehicle transition plan to the City in September 2021 for City Council adoption as required by regulation.
- 4. Identify the infrastructure needed to support the vehicles, including how charging will impact facility energy use and strategies to mitigate higher capital and energy costs. We will deliver a written plan about charging stations, biofuel supply, distributed energy resources, and other recommended equipment that includes capital and 0&M costs and confirm the recommendations with City staff.
- 5. Identify potential sources of funding for infrastructure and vehicles, which will likely include potential revenue from utility tariffs and demand management programs and potential Low Carbon Fuel Standard credits in additional to incentives and rebates.
- 6. Prepare the Green Fleet Action and Sustainability Plan, which is a 10-year procurement plan that also shows how fleet transition aligns with other City goals and priorities, and includes calculations, maps, and language that the City can use in grant and incentive applications. This plan will be provided by January 31, 2022.

Task 0: Kick-off Meeting

Frontier Energy's Chris White will have prime responsibility and authority for the work. To ensure the project runs as smoothly as possible and meet requirements for reporting, data transparency, and accountability, she will schedule and facilitate a project kick-off with City staff and key staff from our project partners, DKS Associates led by Mike Usen and eIQ Mobility led by Yann Kulp. Prior to the meeting, Ms. White will send a list of questions and data needs that are listed in Task 1 and Task 3 to make the most of City staffs' valuable time.

During the project management portion, we will discuss the invoicing and the City's communication preferences. We'll review the scope of work to ensure agreement about expectations, the format of deliverables, and the review process. We will clarify roles and responsibilities from City staff and the project team and identify if additional stakeholders need to engage in the project.

During the data intake portion, we will collect information about the fleet and facilities, and cover the following items:

- Timelines and deadlines that must align with other issues (e.g., fiscal years, pending regulations, expiration of rebates, Council meeting dates)
- Resources and information that the City already has and those that the team will need to source
- Parameters for vehicles and fuels, such as federally owned vehicles, leased facilities, and interest in participating in pilot programs and/or R&D projects
- Data points that the City or other stakeholders would like for reporting or program decisions that are in addition to those in the RFP
- Fleet, City, and Council priorities and policies (e.g., reducing fleet total cost of ownership (TCO), greenhouse gas (GHG) reduction, improving safety, integrating new technology)
- Method of calculating TCO and determining out-of-cycle replacement, which may include procurement expenses and staff support
- Current processes and contracts for fuels (e.g., private fuel station, long-term CNG contract)
- Current vehicle electrification plans, including established contracts with EVSE and vehicle providers
- Baseline energy use at facilities/parking areas, existing electric and natural gas use and rates, and planned changes that might include moving to a 100% renewable plan or adding solar and/or battery storage
- Understanding of City approval/procurement processes (e.g., requirements for competitive bids, public input, council or commission approval)
- Current and planned participation in incentive programs and pilot projects

At the end of the meeting, we will schedule a regular project meeting (bi-weekly or monthly), schedule meetings with department heads as needed, and create an action plan for obtaining missing information.

Within three business days, Frontier will provide a meeting summary with action items and assignments and a program management plan with deliverable due dates and milestones. The plan will include templates for project deliverables and progress reports.

Frontier will set up a shared Microsoft Teams "team" and document folder to ensure all partners have access to timelines, reports, and deliverables. If the City prefers a different platform for collaboration, Frontier will accommodate that choice.

Task Deliverables: Meeting summary, program management plan, templates for deliverables and progress reports

Task 1: Analyze and Profile the City's Fleet

The team will coordinate with City staff to obtain data of each fleet vehicle and its operations to map each vehicle to potential replacement candidates, determine if the replacement candidates can meet the current vehicle's range requirements, and create a total cost of ownership (TCO) comparison.

To assess the current fleet, the team will collect the information in Table 1. The table shows alternative data if the desired information isn't available.

Desired Vehicle Information	Alternative #1	Alternative #2
Vehicle ID/VIN, make, model, model year, vehicle type/class, fuel type, owned or leased	Vehicle ID, make, model, vehicle type/class, fuel, owned or leased	Make, model, vehicle type/class, fuel, owned or leased
Date vehicle placed into service	Blank if no schedule	
Original cost, expected surplus proceeds, and budgeted replacement cost	Original cost and budgeted replacement cost	Original cost or budgeted replacement cost
Scheduled replacement date	Estimated life cycle (years or miles)	Blank if no schedule
Assigned division	Assigned department	Specific vehicle use case
Vehicle dwell times by address	Addresses where vehicles park during the day; vehicle overnight domicile address	Domicile address
Daily duty cycle: days of the week, hours in operation, average miles, driver assignment	Weekly duty cycle: days of the week, hours in operation, average miles, driver assignment	Assumption data for vehicle class from team
Fuel data or telematics data	One year of data from each vehicle	Assumption data from team
Annual O&M cost: fuel, maintenance, insurance, licensing, fuel infrastructure	Annual O&M cost: subset	Assumption data from team
Special equipment or configuration (e.g. liftgate, genset, license plate reader, paratransit, 4WD, snow plow)	N/A	N/A
Yes/No to indicate vehicles used for emergency preparedness, response and or recovery; public safety; hazardous materials transportation	N/A	N/A

Table 1: Vehicle Data Collection

To identify on-road vehicles that can be replaced with electric vehicles, eIQ will use its EValuate[™] tool. eIQ will:

- Transform data about the City's current vehicles to the eIQ standard format and upload to EValuate. Validate the data and confirm with the fleet manager.
- Customize up to three duty cycle scenarios (light, medium, and heavy).

Figure 1 illustrates the approach to evaluating the current fleet.

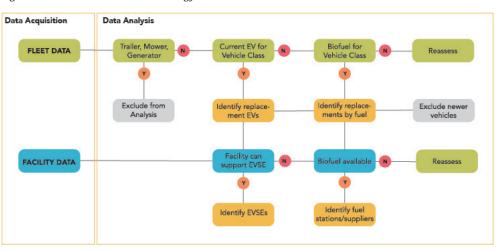


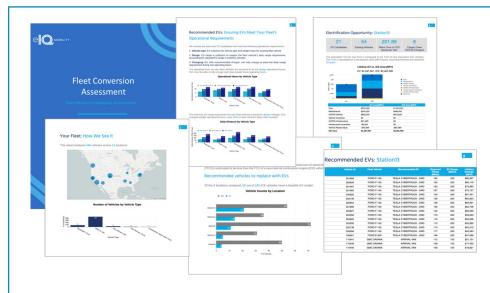
Figure 1: Fleet evaluation methodology

For the vehicles for which an electric counterpart is currently not available, Frontier Energy will use its database of zero-emission vehicles and experience with natural gas, propane, and renewable diesel to identify replacement vehicles. Based on the City's current inventory, we anticipate several of the truck and van classes can be cost-effectively electrified by 2030, others can be replaced with cleaner combustion engine vehicles that use a biofuel and are eligible for funding from a state or federal source. Frontier can recommend emerging electric vehicles like refuse trucks, dump trucks, and 4x4 pick-ups that the City may want to evaluate before committing to procurement.

Frontier Energy will also recommend options for the GO-4 scooters, motorcycles, and off-road utility vehicles. Some of these can be easily electrified, others have suitable propane options, and others can use renewable diesel.

Task Deliverables:

- EV assessment report—recommendations for vehicle classes that can be replaced with electric/electrified vehicles by 2030 based on lowest-cost EVs that meet the duty cycles of existing vehicles, including effects of cold climates on battery range and recharge time.
- Biofuels assessment report—recommendations for vehicle classes that can use biofuels or be replaced with biofueled vehicles by 2030 based on lowest-cost vehicles that meet the duty cycles of existing vehicles, including reduced fuel efficiency and longer fueling times, as applicable.



Project example

The table is a snapshot of an assessment report for the fleet of a Fortune 500 company. Tables charts and graphs show the number of vehicles in each class and those that can be replaced with an EV that matches the duty cycle and fleet budget.

This project also included a "rightsizing" component that considered replacing SUVs, pickups, vans, and some medium-duty vehicles with sedans or small wagons, and retiring low-use vehicles.

Task 2: Vehicle Replacement Plan

Using the outputs from Task 1, the team will create a document by September 2021 that the City can adopt by December 31 to show a transition so that 100% of publicly owned vessels, vehicles, and construction equipment are operating on electricity or biofuel by 2030.

The document will have a vehicle replacement schedule (Task 1 deliverables) based on expected vehicle retirement dates and anticipated availability of a zero-emission and biofuel vehicles and, for some vehicles, may include an option between an EV and a biofuel so that the City can choose a compliance path.

This will be delivered by the end of September 2021 to enable City Council to adopt the plan and comply with the regulation.

The document will show:

- Procurement years for new vehicles by class and duty cycle
- Recommended makes, models, and fuel types
- Cost based on the City's existing procurement practices
- Anticipated rebates, incentives, and tax credits (if applicable)

The report can also note the vehicles that are not due for replacement by 2030 or for which an electric or biofuel vehicle is not currently available or announced, which may apply to some off-road equipment, specialized trucks, and vehicles that transport hazardous materials.

Task Deliverables:

• Vehicle replacement plan—recommendations for vehicles that can be replaced so that 100% of publicly owned vessels, vehicles, and construction equipment are operating on electricity or biofuel by 2030

Project example

The table is a snapshot of the City of Berkeley's transition report that shows the numbers and types of EVs to procure each year for one department and a cost based on Berkeley's existing procurement agreement. The City does not have central procurement and similar tables were produced for each department.

Year	Nissan Leaf Plus @ \$34,256	Chevy Bolt @ \$30,167	Mitsubishi Outlander PHEV @ \$36,295	Potential rebate	Total Estimated Vehicle Cost
2020	\$34,256 (1)			(\$2,500)	\$31,756
2021*	\$428,190 (12)	\$512,839 (17)	\$108,885 (3)	(\$72,500)	\$977,414
2022	\$171,280 (5)	\$150,853 (5)	\$290,360 (8)	(\$25,000)	\$587,475
2023	\$102,768 (3)	\$30,167 (1)			\$132,935
2024	\$137,024 (4)		\$36,295 (1)		\$173,319
2025	\$137,024 (4)				\$137,024

Task 3: Develop an Alternative Fuel and Charging Infrastructure Plan

3a: Charging Plan

DKS has worked with multiple West Coast municipalities and transit agencies to evaluate their facilities and plan for charging infrastructure to support electrification of their fleets. DKS developed tools to evaluate the costs of various charging strategies and the annual operating costs of each strategy to help fleets see the return on investment for electrification. Most recently, DKS used these tools on fleet electrification planning projects for the City of Seattle (WA), King County (WA), Alameda County (CA), Oakland (CA), and other municipal fleets.

During data collection at project kick-off, the team will collect the following information with alternatives for when the desired information isn't available.

Desired Facility and Fuel Information	Alternative #1
Fueling infrastructure owned, leased, and planned (gasoline, diesel, propane, natural gas, EVSE)	N/A
Locations of vehicle domiciles	N/A
Facility ownership	N/A
Output of onsite PV	Picture of the PV panels
Existing or planned EVSE	N/A
Planned facility changes that may affect future use or power consumption.	N/A
Usage data from existing EVSE and other fueling infrastructure	N/A if no existing EVSE or private fuel stations
Utility service provider contact information	N/A

DKS will use the EV assessment report to estimate vehicle electric loads and charging needs at each fleet domicile using the following steps:

- Extrapolate charging requirements from the data, reports, and interviews and calculate associated electrical loads and estimate charging infrastructure costs based on site averages. This includes each city's existing and planned EVSE purchasing agreements and procurement contracts.
- Consider other factors that may include available electrical service capacity to serve each domicile, the fee structure of expanding electrical service per kWh, and known fixed costs in supplying additional electrical service if projected loads from new chargers exceed capacity.

With this information, DKS will use two tools developed specifically for fleets to evaluate the electrical demands of multiple vehicle classes to inform selection of charging infrastructure based on vehicle range, battery size, and dwell time for charging. DKS will develop a timeline for implementation that includes construction package development, bids from qualified installers, construction, and commissioning.

DKS Charging Strategy Cost Evaluation Tool

The tool uses five strategies to determine the most cost-effective way to charge EVs at each fleet depot:

- 1. Dedicated level 1 and 2 chargers
- 2. Dedicated level 2 chargers using load management
- 3. Shared level 2 chargers
- 4. Shared DC Fast Chargers
- 5. Mobile level 2 chargers

The tool determines the numbers of needed EVSE by type based the expected charging demand of the EVs and then calculates comparative project costs based on inputs that include facility electrical capacity, costs for make-ready infrastructure, charger purchase, and installation.

DKS EVSE Operational Cost Evaluation Tool

The tool calculates annual operating costs via dynamic cost modeling. The tool considers multiple inputs that include electricity rate structure and consumption, electricity demand and time-of-use charges, equipment depreciation and maintenance, parking revenues, network fees, and labor for facility staffing. It can also estimate cost recovery by participating in credit programs and revenue from public charging.

3b: Biofuel Plan

Frontier Energy has worked with Clean Cities Coordinators and fuel providers nationwide to plan for integration of biofuels, renewable natural gas, renewable propane, and renewable diesel. In this task, Frontier Energy will use the biofuels assessment report (Task 1) to estimate the quantities of each biofuel needed annually.

Revised Code of Washington 19.112.010 and 43.19.643 defines biofuel as "mono alkyl ester of long chain fatty acids derived from vegetable oils or animal fats for use in compression-ignition engines." Under this broad definition, renewable diesel is considered biofuel. Additionally, RCW 43.325.010 extends biofuel to renewable LNG and CNG derived from biogas. If the Low Carbon Fuel Standard is signed into law, it will likely change RCW 43.19.648 to focus on low-carbon fuels, essentially eliminating crop-based ethanol and biodiesel blends and adding renewable "green" hydrogen.

This portion of the report will show multiple adoption pathways that gives the City flexibility to comply with changing regulations and adopt the most cost-effective fuels to comply with the regulations. The report will give estimated costs for obtaining new fuels or building fueling stations for fleet-only or shared use.

Task Deliverables:

An EV infrastructure plan that includes:

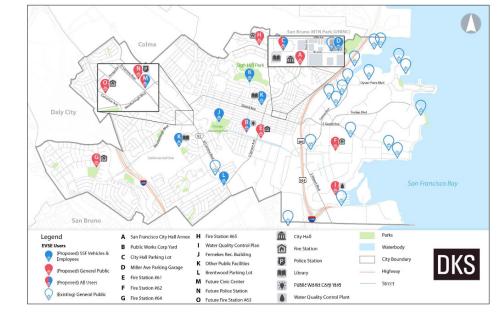
- Recommended charging strategy including type of EV charging station and vehicle to charger ratio, and load management
- The estimated project cost per fleet facility, including charger purchase and installation including anticipated electrical upgrades
- Recommendations for shared charging with employees and the public (if feasible)
- Recommended implementation phasing timeline for charging system installation
- Anticipated rebates, incentives, and tax credits (if applicable)
- Timeline for Construction Package Development (CPD) for each site

A biofuel that includes:

- Fueling station needs (e.g., drop-in fuel, build new station, use off-site station)
- Recommended year of transition

Project example

The map is an electrification plan for the City of South San Francisco. Initially, the City planned to charge light-duty fleet vehicles. Data collection and analysis showed opportunities to share the EVSEs with employees at some locations and with the public at other locations, which helped achieve several other City goals.



Task 4: Funding Strategies

This summary report will identify potential sources of funding from state and federal grants and incentives, and from utility incentives for charging stations and RNG. With input from City staff, we can also identify potential funding and income from participating in demand management programs, offering fee-based charging for employees and/or the public, or participating in R&D projects.

Task Deliverable:

• Summary of near-term funding opportunities

Task 5: Green Fleet Implementation Plan (Final Report)

The team will use all reports and deliverables to develop a formalized Green Fleet Implementation Plan that is aligned with City commitments and goals. The plan will address upcoming and subsequent procurement cycles to ensure fiscally responsible procurement and deployment. A high-level outline of the core elements of the Implementation Plan is provided below and will be adjusted based on discussions with City staff.

- 1. Overview of City Goals and Policies
 - a. Key motivating factors for Green Fleet adoption
 - b. An overview of green vehicle and fuel options
- 2. Summary of City Fleet and Facilities
 - a. Current fleet demographics
 - b. Fleet procurement cycles
 - c. Operational requirements and considerations
- 3. Summary of Recommended Green Fleet Deployment Actions
 - a. Vehicle procurement plan through 2030
 - b. Fleet right-sizing
 - c. Vehicle and infrastructure procurement cycles
 - d. Facility considerations
 - e. Infrastructure deployments
 - f. Actions to address identified barriers
 - g. Summary of annual cash flows by facility or department and net total costs/savings to the City (if desired)
- 4. Appendices containing outputs from tasks

Optional Tasks

As the City of Spokane moves its fleet toward zero- and near-zero emission vehicles, and seeks to implement elements of the Sustainability Action Plan, Frontier Energy, DKS Associates, and eIQ can provide additional assistance to City staff and departments. Each company has extensive experience with these tasks and can perform them cost-effectively. These tasks are not included in the project timeline or cost proposal.

<u>Create a vehicle-by-vehicle replacement schedule:</u> The schedule gives a detailed timeline and budget to replace every vehicle through 2025 to make maximum use of incentives and rebates for light-, medium- and heavy-duty vehicles. It can also recommend specific vehicles for evaluation and pilot programs.

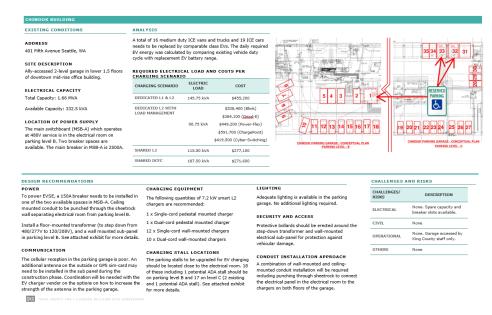
<u>Evaluate each facility for the potential capacity for electrification</u>: Accompanied by City electrician, a DKS engineer will inspect parking layout, parking garage or lot operations, electrical rooms or vaults, panels, transformers and identify potential conduit routing and charger placement for detailed cost analysis and conceptual charging infrastructure design.

<u>Evaluate each facility for back-up power needs</u>: This includes calculating needs and costs for generators to serve the load of charging stations to provide reliability and resilience.

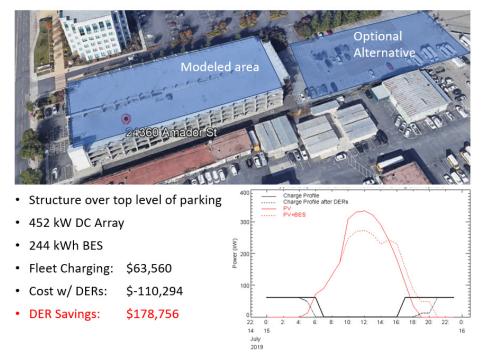
<u>Evaluate charger sharing</u>: DKS will evaluate the feasibility of sharing charging infrastructure with employees and the public when not in use by City fleet vehicles. This task also helps address Goal 3 in the Sustainability Action Plan to increase the adoption rate of Zero Emission Vehicles. DKS can also evaluate the opportunity to combine charging stations for cars with docking stations to charge electric bikes and scooters.

<u>Annual reassessments</u>: For clients with longer electrification journeys, eIQ can reassess customer fleet electrification analyses annually as additional EVs and new incentives become available or as energy costs change.

<u>Create conceptual charging infrastructure designs</u>: DKS uses a standardized user-friendly template, as shown below, to document existing conditions, analyze multiple scenarios, and recommend charging equipment, power, communication and civil engineering, and identify potential risks and challenges at each facility.



<u>Evaluate facility energy use</u>: Frontier Energy analyzes hourly electrical loads at each facility and calculates the additional energy from charging EVs to identify electrical demand and peak energy use. Using satellite images, Frontier models the potential for solar PV (existing, additional, and new) and battery energy storage systems to offset facility energy use. Costs of solar and storage are compared to energy use to determine cost effectiveness, as shown below.



<u>Demand management and energy bill savings forecasting:</u> eIQ can perform demand management and energy bill savings forecasting based on charger selection and local utility rates. It can allow the customer to tightly forecast the charging energy costs, and potentially adjust route behavior to lower energy costs.

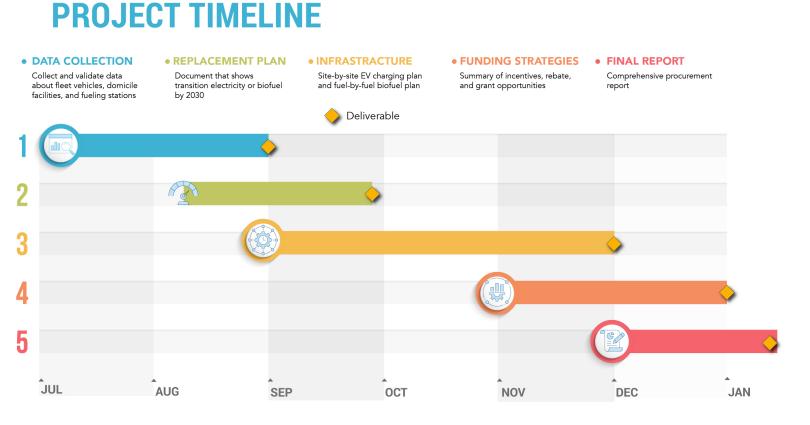
Administration/Progress Reports

The draft schedule in the Gantt chart anticipates a July 2021 start date. Actual dates of activities and deliverables may be adjusted after the kick-off meeting as part of the implementation plan.

The team anticipates a six-month project that starts with a major deliverable due in September and a final report delivered in January 2022. Frontier Energy successfully delivers projects under tight timeframes such as this. To ensure the project runs as smoothly as possible and meets stakeholders' requirements for reporting, data transparency, and accountability, Frontier:

- Schedules and facilitates a project kick-off meeting to discuss the overall project management approach that includes invoicing, communication preferences, and a schedule for project management meetings. We'll review the project goals and objectives, scope, and deliverables to ensure agreement about the expectation and format of deliverables.
- Provide the program manager with a program management plan that describes project goals and objectives, lays out deliverable due dates and milestones, and establishes a schedule for project meetings/updates. The plan includes templates for project deliverables and progress reports.
- Set up a shared Microsoft Teams "team" and document folder to ensure all partners have access to timelines, reports, and deliverables. If the City prefers a different platform for collaboration, Frontier will accommodate the City's choice.

Several of the tasks in this project overlap, with one task requiring data from a previous task to complete. However, tasks can be started simultaneously. Frontier Energy, DKS, and eIQ use task-oriented "strike teams" to complete the work effectively and efficiently on the City's timeline. Each strike team works on separate elements of the project. The project manager works with each team separately and ensures that results from one team are incorporated in all models and assumptions.



Frontier, DKS, and eIQ have efficiently and effectively implemented infrastructure planning and prioritization blueprints, roadmaps, and reports for transportation and energy efficiency programs. Frontier and DKS frequently work together on fleet prioritization projects and have established processes for work planning and communication.

Frontier Energy uses management controls to organize the program management practices to 1) assign and track work progress, 2) accomplish budget objectives through expense tracking and procurement practices, and 3) maintain clear communications to execute work. Goals are accomplished through setting a clear expectation of work assignments, organizing teams, and providing progress tracking.

The Frontier team has extensive data sets from past projects and models that we developed for other infrastructure programs. When data is not available, the team uses proxy data based on published research and comparable projects.

Frontier, DKS, and eIQ use existing, vetted modeling tools for analysis. Our tools consider data and human behavior to conduct diagnostic analysis (what happened and why) and a variety of assumptions for predictive analysis (what will happen in the future). Our analysis anticipates outliers, like travel behavior due to COVID and includes assumptions about population growth, changes in the economy, and technology improvements.



"Frontier staff are diligent about answering technical questions. They get answers, whether from current expertise or their willingness to research a subject."



Client quote from Frontier Energy 2020 "Voice of the Customer" Survey

Knowledge and Expertise

For more than 30 years, **Frontier Energy** has designed, implemented, and administered innovative programs focused on clean energy and new transportation. Our clean vehicle projects include public outreach and education, infrastructure planning, vehicle pilot programs, public policy, incentive design, and deployment planning. Since 2000, Frontier Energy has provided all staffing and operation for the California Fuel Cell Partnership, a publicprivate collaborative that leads the world in deployment of fuel cell electric vehicles and hydrogen stations.

Frontier Energy has completed multiple fleet deployment plans for light- and heavy-duty vehicles, and partnered with its parent company, GTI, on projects to deploy CNG, RNG, and renewable diesel stations on alternative fuel corridors. Frontier and GTI also run pilot programs for alternative fuel trucks at California ports and are just launching a pilot program with a zero-emission locomotive. On behalf of the U.S. Department of Energy and Clean Cities, Frontier has developed best practices guides and toolkits about charging infrastructure and hydrogen stations, completed a report about the viability of renewable diesel, and conducted a series of webinars about renewable natural gas and propane.

Frontier Energy, Inc. is a C Corporation headquartered in San Ramon, California and has never had a contract terminated for default. Frontier Energy has 140 employees in eight offices in California, New York, Minnesota, and Texas who can support the scope of work.

DKS Associates is an employee-owned transportation planning and engineering firm of 145 professionals with offices in Portland and Salem, OR; Oakland, Sacramento, and Anaheim, CA; Seattle, WA; and Austin, TX. DKS provides a range of smart mobility services along with the more traditional transportation services we have been successfully providing clients for four decades. As mobility and our climate change, we strive to advance the goal of reducing mobile-source greenhouse gas (GHG) emissions as well as to improve the resiliency of vital transportation infrastructure to the impacts of climate degradation.

One of the most measurable ways we help clients reduce GHG emissions is through our comprehensive suite of Electromobility planning and design services. DKS plans municipal-scale EV charging programs and designs site-scale charging infrastructure, assisting clients with financing and permitting. DKS' Electromobility infrastructure services include planning and design for public and transit agency fleet electrification, charging infrastructure master planning and charging infrastructure siting and design.

eIQ Mobility, a subsidiary of NextEra Energy Resources, is a data and software company building the trusted platform that drives vehicle fleets into a smart, electric, and cost-effective future. eIQ Mobility was founded in 2018 in response to the unique roadblocks that corporate leaders face in electrifying their fleet, starting with identifying where and how to electrify. Based in San Francisco, California, the team consists of highly skilled data scientists, software developers, and experts in energy optimization, utilities, EV, and finance.

EValuate, eIQ Mobility's proprietary fleet electrification planning and optimization platform, provides fleets with data-driven, highly reliable fleet EV decision tools. eIQ Mobility has 30+ major customers, 120,000+ vehicles, 4+ million trips and over 350 million miles of data. eIQ Mobility is currently delivering EV feasibility assessments for the City of Houston, Harris County (TX), Fort Bend County (TX), and NRG. eIQ brings the experience of this project to provide the City of Spokane a trusted solution.

Lead Staff

Chris White, Sr. Manager

Chris has been with Frontier Energy since 2004 and works with advanced transportation. Under her supervision, Frontier Energy staff support clients by conducting extensive market research, developing print and digital marketing materials, conducting community and stakeholder outreach, and workforce development and training. Chris's clients include air districts, state and local government, associations, automakers, and utilities.

Similar projects:

- Sacramento EV Blueprint
- Sacramento Regional ZEV Readiness
- California Fuel Cell Partnership roadmaps
- East Bay Community Energy EV Fleet Transition
- Southern California Edison Charge Ahead guidebook

David Park, Program Engineer

David has 20 years of experience in sustainable transportation. As an expert on emerging advanced transportation infrastructure and drivetrains, he has a comprehensive understanding of the economic, technical, and environmental issues of alternative transportation technologies. He has advised public and private sector clients on integration of alternative transportation technologies into the existing framework. Dave joined Frontier Energy in 2018 and leads several fleet transition projects.

Similar projects:

- California Fuel Cell Partnership
- East Bay Community Energy EV Fleet Transition
- California Air Resources Board truck pilots

FR NTIER energy

Project Roles & Responsibilities

- Vehicle analysis
- Biofuel planning
- Report writing

Project Availability 25% time July-January

FR NTIER energy

Project Roles & Responsibilities

- Project management
- Client communication
- Vehicle analysis
- Funding strategies

Project Availability 20% time July-January

Mike Usen, Electromobility Practice Lead

Mike has dedicated his environmental planning career to the pursuit of environmental sustainability for nearly 30 years. He joined DKS 2017 and leads the company-wide electric vehicle charging infrastructure planning and design practice. Mike oversaw development of DKS' EVSE cost calculator and has completed 16 electromobility projects. He is well-known in the electromobility industry among other consultants, electric vehicle OEMs, charging networks and manufacturers, EV tech startups, shared mobility providers, electric utilities, etc. and is a frequent presenter at the many electromobility conferences he attends.

Similar projects:

- City of Seattle EVSE Systemwide Assessment
- South San Francisco Charging Station Master Plan
- Sacramento EV Blueprint
- East Bay Community Energy EV Fleet Transition
- Assessment of Electric Vehicle Charging Infrastructure, King County
- King County Metro Non-bus Fleets to Zero Emissions
- City of Walla Walla Fleet Electrification

Yilun Xu, Electromobility Engineer

Yilun has eight years experience with a variety of electromobility projects on which he applies both his engineering and his business analysis expertise. His specialization includes charging demand management, electrical utility rate analysis, credit planning, bi-directional charging planning and operational cost analysis.

Similar projects:

- King County Metro Non-bus Fleets to Zero Emissions
- University of California Davis Campus Electric Vehicle Study

Gurbir Antaal, Electromobility Engineer

Gurbir is an electrical and transportation engineer who brings six years of experience and a wide variety of skills relating to planning and designing electric vehicle (EV) charging infrastructure installation as well as power, traffic signal system and construction of lighting for highways and municipal/county roads. His experience also includes the design of other electric transportation infrastructure including illumination systems and traffic signals.

Similar projects:

- UC Davis Campus Electric Vehicle Study
- City of Fremont Fleet Electrification Study
- East Bay Community Energy Municipal Fleet Electrification Study
- Assessment of Electric Vehicle Charging Infrastructure, King County



Project Roles & Responsibilities

- Site feasibility
- Charging demand analysis
- Cost analysis

Project Availability 25% time July-January

DKS

Project Roles & Responsibilities

- Cost analysis
- ____Funding
- Utilization planning

Project Availability

25% time July-January



Project Roles & Responsibilities

Cost analysis

Site feasibility

Project Availability 20% time July-January

Yann Kulp, Director of Business Development

Yann is the co-founder of eIQ Mobility and leads business development and client management for the EValute cloud-based EV fleet planning & analysis platform. Prior to founding eIQ in 2018, Yann was the head of Electric Mobility Strategy for Schneider Electric and has five years of experience with vehicle electrification.

Similar projects:

- Houston Light Duty Vehicle Fleet Assessment
- City of Portland Fleet Feasibility Assessment
- Consumers Energy Fleet Electrification Assessment



Project Roles & Responsibilities

- Data collection
- Electric vehicle analysis
- EV transition

Project Availability 10% time July-October

Robert Spragg, Data Scientist

As the lead data scientist for eIQ, Robert brings six years of experience and a range of capabilities in mobility, clean energy, utilities, and strategy consulting. Robert has significant experience seeing projects to completion, managing diverse groups of stakeholders, and developing novel solutions to complex systems problems. At eIQ, Robert identifies, tests, and deploys new software packages (CI/CD) for eIQ's EValuate model.

Similar projects:

- Exelon Midwest Fleet Assessment
- FedEx Fleet Electrification Assessment
- Genetech Pharmaceuticals Fleet Assessment



Project Roles & Responsibilities

- Data collection
- Electric vehicle analysis
- EV transition

Project Availability 20% time July-October

Resumes are at the end of the proposal and estimated hours for each person are included in the budget form.

3b. Respondent's Experience

Frontier Energy

Sacramento Metro Air Quality Management District Gina O'Neal, 916-874-2636, goneal@airquality.org 777 12th Street, Suite 300, Sacramento, CA 95814 Regional Plan for Zero-Emission Vehicle Deployment 2017-2020

DKS Associates

City of Seattle, Department of Finance and Administrative Services, Capital Development & Construction Management Andy Ishizaki, 206-233-7809 andy.ishizaki@seattle.gov 700 5th Ave, Suite 5200, Seattle, WA, 98104 City of Seattle Electric Vehicle Supply Equipment Systemwide Assessment

eIQ

Evolve – City of Houston Chris George, chris.george@evolvehouston.org 1111 Louisiana Street Suite 4260. Houston, TX 77002 Fleet Electrification Assessments for major Houston Fleets

The following table lists contracts that the program team has had during the last three years and how they relate to the services in this RFP.

Table 3 summarizes the project team's experience relevant to the services and deliverables in the RFP.

Table 3: Reference Projects

Client; project	Vehicle data collection	Deployment planning	Infrastructure planning	Cost analysis	Regulatory reporting
California Fuel Cell Partnership	~	~	~	~	✓
Sacramento Metro AQMD; Regional ZEV Readiness	~	~	~	~	✓
East Bay Community Energy; EV Fleet Transition Planning for Berkeley, Dublin, Alameda County and Oakland	~	~	~	~	~
City of Sacramento; EV Blueprint	~	~	~	~	✓
SMUD; Medium- and Heavy-Duty ZEV Blueprint		~	~	\checkmark	
County of Sacramento; On-call consulting for fleet transition	~	~	~	\checkmark	
CARB; multiple ZEV heavy-duty pilot programs	~		~		~
Various Clean Cities projects	~	~	~	~	
King County; Assessment of Electric Vehicle Charging Infrastructure	~	~	~		~
UC Davis; Campus Electric Vehicle Study		~	~	~	~
King County Metro; Transitioning Non-Bus Fleets to Zero Emissions Feasibility Study	~	~	~	~	~
City of Seattle; Electric Vehicle Supply Equipment Systemwide Assessment	~	~	~	\checkmark	~
Sonoma and Mendocino Counties; Electric Bus Charging Infrastructure for Planning and Engineering Study		~	~		
South San Francisco; Electric Vehicle Charging Station Master Plan	~	~		~	√

Client; project	Vehicle data collection	Deployment planning	Infrastructure planning	Cost analysis	Regulatory reporting
City of Walla Walla; Fleet Electrification Phase 1		~	\checkmark		\checkmark
Great Falls; North Great Falls Subarea Transportation Study			\checkmark	~	\checkmark
City of Portland; Fleet Electrification Assessment for City of Portland	\checkmark	~		\checkmark	
Consumer's Energy; Fleet Electrification Assessment of Own Fleet	~			\checkmark	
City of Fremont; Fleet Electrification Study	~	~	\checkmark	~	



"At Frontier, they're experts in our issues. We learn a lot from them in our projects together."



Client quote from Frontier Energy 2020 "Voice of the Customer" Survey

Section 3: Cost Proposal

The team of Frontier Energy, DKS, and eIQ propose a budget of \$97,755 to complete the work described in this proposal. The budget includes expenses to be charged for performing the services proposed to accomplish the objectives of the RFP. Hourly rates for staff are inclusive of benefits, overhead, and profit at 2021 rates. Frontier Energy submits monthly invoices with the level of detail the City of Spokane requests.

Tasks	Key Persons	Hourly Billing Rate	Number of Hours	Labor Cost	Total per Task
Task 0: Kick-off meeting Project management	Chris White (Frontier)	\$240.00	15	\$3,600	
	Administrative (Frontier)	\$75.00	5	\$375	
	Mike Usen (DKS)	\$260.00	5	\$1,300	\$8,025
	Yann Kulp (elQ)	\$250.00	5	\$1,250	
	Robert Spragg (elQ)	\$150.00	10	\$1,500	
Task 1: Analyze and profile	Chris White (Frontier)	\$240.00	40	\$9,600	
the City's fleet	Mike Usen (DKS)	\$260.00	2	\$520	607.070
Deliverables: EV Assessment Report, Biofuel	Robert Spragg	\$150.00	90	\$13,500	\$27,370
Assessment Report	Yann Kulp (elQ)	\$250.00	15	\$3,750	
	Chris White (Frontier)	\$240.00	20	\$5,200	
Task 2: Vehicle Replacement	David Park (Frontier)	\$193.00	10	\$1,930	\$17,630
Plan Deliverable: Report that	Mike Usen (DKS)	\$260.00	2	\$500	
City Council can adopt	Robert Spragg (elQ)	\$150.00	50	\$7,500	
	Yann Kulp (elQ)	\$250.00	10	\$2,500	
Taalk 2. Davialan an	Chris White (Frontier)	\$240.00	25	\$6,000	\$27,450
Task 3: Develop an alternative fuel and	David Park (Frontier)	\$193.00	10	\$1,930	
charging infrastructure plan	Mike Usen (DKS)	\$260.00	32	\$6,400	
Deliverables: Site-by-site	Gurbir Antaal	\$160.00	32	\$5,120	
charging plan, fuel-by-fuel biofuel plan	Awais Zubair	\$200.00	20	\$4,000	
	Yilun Xu	\$200.00	20	\$4,000	
Task 4: Funding strategies Deliverable: List of incentives and rebates	Chris White (Frontier)	\$240.00	10	\$2,400	\$4,480
	Mike Usen (DKS)	\$260.00	8	\$2,080	
Task 5: Green Fleet Plan Deliverable: Procurement plan though 2030 to address all City goals	Chris White (Frontier)	\$240.00	10	\$2,400	\$12,800
	Mike Usen (DKS)	\$260.00	40	\$10,400	ŞIC,800
Project Total					\$97,755



"It comes down to trust. My team trusts the Frontier people they work with, and I think the feeling is mutual."



Client quote from Frontier Energy 2020 "Voice of the Customer" Survey



Chris White

Senior Manager



PROFILE

Chris White has been with Frontier Energy since 2004. She directs engagement and outreach activities, develops vehicle electrification strategies and roadmaps, creates fleet transition plans, and plans and implements pilot programs. Under her supervision, Frontier Energy staff conduct extensive market research, develop print and digital marketing materials, conduct community and stakeholder outreach, and advocate for government policy. Chris's clients include air districts, state and local

governments, associations, automakers, and utilities. Since joining Frontier, Chris has been the communication director for the California Fuel Cell Partnership and was instrumental in developing the early commercial market for fuel cell vehicles and hydrogen stations

EDUCATION/CERTIFICATIONS/TRAINING

B.A., Management, Northwood College, IndianaB.A., Communications, Union University, CaliforniaTOP-certified meeting facilitator

FRONTIER ENERGY EXPERIENCE

Southern California Edison – current

• Developing guidebooks for businesses to help them navigate the choices and considerations for installation charging infrastructure for light-, medium-, and heavy-duty vehicles.

California Energy Commission – 2019-present

• Supporting awardees of the Electric Power Investment Program transition awarded projects from R&D to the commercial market.

City of Sacramento EV Blueprint -- 2019

- Researched and wrote a comprehensive plan for EV deployment that included reach codes, workforce development, community outreach, and targeted investments..
- Created a unique model for forcasting EV sales as a percentage of new car sales
- Co-created the Chaging Station Priotity Siting Tool to accurately identify areas for investment in charging stations
- Prepared the City to win a \$1.8 million grant from the California Energy Commission



Sacramento Metro Air Quality Management District Regional ZEV Readiness Plan – 2017-2019

- Developed a set of tools and maps that identify locations for hydrogen stations and DC Fast Charging stations for vehicles that drive 100 miles or more a day in a six-county region.
- Developed and facilitated a coalition of stakeholders to jointly execute the plan

East Bay Community Energy Fleet Transition – 2019-present

• Creating individual plans for six municipal governments to transition all their fleet vehicles to electric by 2025, including installing charging stations, additional solar and battery storage, and using load management strategies.

SMUD – 2020-present

- Project management for program to install EV charging at multifamly residences
- Supporting a grid capacity assessment for EV infrastrutture for medium- and heavy-duty

California Air Resources Board Zero Emission Truck Pilots – 2018-present

- Leading outreach, market research, and workforce engagement for two different pilot projects with zero-emission trucks at the Port of Los Angeles
- Oversee data collection and analysis

Various Training and Workforce Programs – 2017-present

- Project manager for community outreach and planning for South Coast Air Quality Management District's hydrogen readiness efforts.
- Conducted online and in-person focus groups about alternative transportation on behalf of the U.S. Department of Energy.
- Project manager for the DOE-funded Alternative Fuel Maintenance Garage project that delivered training about safety, codes, and standards for maintenance facilities for vehicles fueled by natural gas, propane, or hydrogen.

California Fuel Cell Partnership Communication Director– 2014-present

- Develop strategy and positioning reports and documents
- Lead a team of web programmers to build interactive websites and cloud-based programs such as the Station Operational Status System and hydrogen station map
- Plan and execute outreach campaigns and safety training events

PRIOR EXPERIENCE

New Product Specialist, Jack Morton Worldwide (CA, WA, and CT), 1994 – 2001

- Represented IBM's new products internationally on stage and on TV
- Participated on teams to introduce products for other Jack Morton clients



ACTIVITIES AND PROFESSIONAL DEVELOPMENT

- 2019 Clean Air Champion Individual Award by Sacramento Clean Cities
- 2019 Volunteer of the Year award
- 2014 Public Relations Society of America Crystal Merit Award
- 2013 West Sacramento Businessperson of the Year
- 2009 Robert Zweig Public Education Award
- Director, West Sacramento Chamber of Commerce
- Chair, West Sacramento Economic Development and Housing Commission
- Member, Association of Women in Water, Energy, and the Environment
- Member, Women of EVs
- Member, Women of Hydrogen
- Member, Smart Electric Power Alliance (SEPA)



David Park

Senior Engineer/Infrastructure Development Consultant



PROFILE

David Park has a long record of supporting sustainable transportation to improve air quality and mitigate global climate change. As an expert on emerging advanced transportation infrastructure and drivetrains, David has a comprehensive understanding of the economic, technical, and environmental issues of diverse alternative transportation technologies. He has provided strategic analysis on the state of technology to inform air pollution regulatory policy to numerous state and

national jurisdictions and has advised various public and private sector clients on integration of alternative transportation technologies into the existing framework. His work at Frontier Energy is informed by a background in stakeholder facilitation and an extensive network of relations with public, private, and non-governmental organizations.

EDUCATION/CERTIFICATIONS/TRAINING

M.S., Environmental Health Sciences, Harvard University School of Public Health, Boston, MA B.S., Environmental Engineering, Rensselaer Polytechnic Institute, Troy, NY Nondegree Study: Program on Negotiation, Harvard University/MIT, Cambridge, MA

FRONTIER ENERGY EXPERIENCE

East Bay Community Energy, Municipal Fleet Electrification, Oakland, CA, November 2019 to Present

- Provide project management for this complex project with many stakeholders with individual goals.
- Conduct municipal fleet assessments for Berkeley, Dublin, Hayward, Albany, and Alameda County to identify vehicles that can be retired, sold, and transition to electric.
- Develop city-specific reports that include vehicles, charging infrastructure, DER, and storage

California Fuel Cell Partnership, Sacramento, CA, October 2018 to Present

- Facilitate the implementation of fuel cell vehicle (FCEV) and fuel cell bus (FCEB) fleet programs.
- Lead and manage the CaFCP Working Group to complete action items and task force deliverables.
- Organize and lead initiatives focused on renewable hydrogen production and regulation development in collaboration with the California Air Resources Board, U.S. Department of Energy, and industry.
- Educate and communicate with key stakeholders and industry experts about lessons learned and best practices for implementing hydrogen refueling stations.



PRIOR EXPERIENCE

Air Pollution Specialist, California Air Resources Board, El Monte, CA, 2018

- Carl Moyer Funding Program Grantor.
- Develop zero-emission mobile source regulation for SIP strategy and GHG reduction policies.

Director of Air Pollution Policy Practice, Alta Environmental, Long Beach, CA, 2016 – 2017

- Sustainability practice manager with a focus on energy.
- Corporate strategic analyst and advisor for renewable and alternative transportation fuels.
- Conducted analysis of the role of advanced technology vehicles in the greater Los Angeles region.

Manager, Ramboll Environ US Corporation, Los Angeles, CA, 2011 – 2016

- Corporate strategic analyst and advisor to the natural gas transportation.
- Advanced technology strategic advisor for evaluation of advanced transit bus technologies and methodologies of integration into the Los Angeles Metro bus fleet.
- Project leader, Port of Los Angeles battery electric drive train drayage truck technology testing.
- Prototype emission control technology development.

Senior Project Manager, M.J. Bradley & Associates, LLC, Manchester, NH, 1996 – 1998; 2009 – 2011

- Grant program response coordinator specializing in partnership & coalition building; grant program analysis, grant application development.
- Team leader of vertical, fleet modernization programs from finance through project execution.
- Project manager of battery electric vehicle cold weather evaluation testing and optimization.

Environmental Consultant, Khitin, Inc., Seattle, WA, 2005 – 2009

• Air pollution inventory development.

Project Manager, Northeast States for Coordinated Air Use Management, Boston, MA, 1999 – 2005

- Advisor and researcher on issues of domestic and international environmental policy and compliance..
- Air Toxics Inventory quality assurance coordinator and advisor to the NESCAUM Member States.

Environmental Engineer, NYS Department of Environmental Conservation, Albany, NY, 1994 – 1996

• Led the development of the 1996 PM10 Attainment SIP for New York County.

PROFESSIONAL AFFILIATIONS

- New York State Registered Engineer in Training
- Air and Waste Management Association
- Harvard Alumni Association
- Rensselaer Polytechnic Institute Alumni Association



Registrations: American Institute of Certified Planners No. 012577

Education: Master of Urban Planning, University of Washington | BA, Environmental Studies, University of Vermont

Years of experience: 30

MIKE USEN, AICP, Electromobility and Resiliency Lead

Mike's relevant expertise: Mike Usen leads DKS' company-wide electric vehicle charging infrastructure planning and design practice, assisting transportation agencies, vehicle fleets and sustainability managers plan smart electric vehicle charging infrastructure for transit systems, electric vehicle fleets, workplaces, multi-family housing and public charging. For much of the past three decades, Mike has worked at the intersection of transportation and sustainability for marketleading consulting firms and large public agencies including King County Metro Transit where he developed the agency's Sustainability Program and wrote its Sustainability Plan and the transportation chapter of the Strategic Climate Action Plan (SCAP). Mike's relevant expertise includes multiple aspects of electric vehicle charging infrastructure master planning for light, medium and heavy-duty vehicles.

UC Davis Campus Electric Vehicle Study | Davis CA

Mike is leading preparation of an electric vehicle (EV) study by serving as subject matter expert for electromobility. The study and its relation to the University electric distribution system, focuses on load analysis, asset service connections, technical design and operation of smart charging, outlining a flexible infrastructure that will accommodate future adoption of electric mobility and ensures the reliability and resiliency of the University's electric grid.

Island County Region Vehicle Electrification Study | Island County WA

Mike is providing research, data & financial analysis, policy development, and public engagement services in the pursuit of vehicle electrification in Island County. These efforts evaluate current and emerging charging technology including chargers, charge management software, and load management, analyze the feasibility of transitioning municipal fleets to Electric Vehicles and coordinate with public works departments on infrastructure needs.

Transitioning Metro Non-Bus Fleets to Zero Emissions | Feasibility Study, Seattle, WA.

Mike serves as Zero Emission Vehicle and Infrastructure Subject Matter Expert (SME) helping Metro develop its strategic roadmap for transitioning King County Metro Transit's non-bus fleets to electric vehicles. These fleets include light, medium and heavy-duty non-revenue fleet vehicles (NRV), ACCESS paratransit fleet as well as the nation's largest rideshare operation. Mike provides technical oversight for the feasibility study, implementation plans and decision support tools to increase fleet fuel efficiency and alternative fuels use in order to reduce greenhouse gas emissions.

City of Walla Walla Fleet Electrification, Phase 1 | Walla Walla, WA

Mike is currently assisting the City of Walla Walla begin the process of fleet electrification by planning charging infrastructure acquisitions/installations to power the City's initial electric vehicle (EV) deployments. The goal of this work is to provide the planning and budget estimates necessary to pursue grant funding for installing EV charging infrastructure at both the City of Walla Walla's Service Center and City Hall parking lot, including evaluating feasibility of utility power connectivity and estimating costs for design, permitting and construction.



Peninsula Regional Transportation Planning Organization Inventory of Plans, Policies, and Data Regarding EV Readiness | Peninsula Region, WA Mike serves as electromobility subject matter expert to PRTPO by advising staff with its goal of developing a suitable strategy for increasing electric vehicle (EV) readiness in the four-county Peninsula Region. The focus of this effort is to assist with collection of appropriate existing information including plans, policies, forecasts, codes, infrastructure, and grid capacity.

City of Davis EV Charging Infrastructure Phase 1, | Davis CA

Mike is about to initiate work on an electric vehicle infrastructure analysis project for the City of Davis California. His roles include leading site feasibility and cost analysis, evaluation of several different DC Fast Chargers and smart level 2 public chargers and determining vehicle energy requirements and charging needs to plan for conversion of light-duty fleet vehicles to electric by 2030 including an estimated budget by year for vehicles and infrastructure.

East Bay Community Energy Municipal Fleet Electrification Study | Alameda County, CA. Mike is leading DKS' efforts to determine vehicle energy requirements and charging needs for the municipal fleets of the cities of Oakland, Berkeley, Dublin, Albany, Hayward and Alameda County California, including estimation of fleet electrical load calculations and associated charging infrastructure requirements, and cost evaluations for infrastructure upgrades at each fleet facility. This evaluation will also recommend innovations such as dynamic load management, charger sharing, mobile chargers and other technologies.

Transit Parking Demand and Mode Transition Study | Solano County, CA. Mike prepared preliminary design concepts to integrate pickup and drop-off facilities for electrified ride hailing, microtransit, car share and bike and scooter share including vehicle charging, coupled with on-site energy storage.

South San Francisco Electric Vehicle Selection | South San Francisco, CA. Mike is evaluating battery electric (BEVs) and plug-in hybrid vehicles (PHEVs) for use by South San Francisco's fleets and recommending which vehicles to purchase. This evaluation considers economics, safety features, vehicle reliability, anticipated public perception and impacts on the City's mechanic workforce. The report will dovetail into South San Francisco's Electric Vehicle Charging Masterplan, addressing the future of vehicle technology with subsequent periodic updates as new EV products become available.

City of Fremont Fleet Electrification Study | Fremont, CA. This project assesses opportunities for municipal fleet vehicle conversion to plug-in battery electric and the role of solar photovoltaic (PV) renewable energy systems paired with energy storage systems (ESS) and electric vehicle supply equipment (EVSE). A key goal of the project is to analyze and propose best practices for both technical solutions as well as planning processes necessary for this transition, sharing these best practices across the region through a working group. Mike's role on this project is to oversee evaluation of the fleet's existing energy demands and project the future energy requirements of an electrified fleet by conducting a systematic assessment of all current City-operated vehicles based on a detailed review of departmental vehicle inventories provided by each departmental unit that operates vehicles.

City of Seattle Electric Vehicle Supply Equipment Systemwide Assessment | Seattle, WA.

The City of Seattle is in the process of converting its award-winning 4,100 vehicle motor pool to an all-electric fleet by planning charging infrastructure upgrades at 11 garages, 5 warehouses and over 25 other facilities. Mike's team evaluated the City's existing facilities, conducted internal



stakeholder engagement, assessed the EV market and charging technology, evaluated facility electric load capacity and recommended load management alternatives including planning level project implementation cost estimates.

South San Francisco Electric Vehicle Charging Master Plan | South San Francisco, CA. Mike led the development of a master plan for electrification of City of South San Francisco vehicle fleet through designation and location of electric vehicle charging infrastructure. This masterplan also provides direction to commercial charging for the general public at large employers, commercial businesses, multifamily housing, and public facilities.

King County Metro Transit Base Electrification | Tukwila, WA. Metro is initiating design of a new transit base in Tukwila Washington, converting an existing training facility into a new base for 250 electric coaches (battery buses). Following the project's June 3, 2019 kickoff, Mike is leading the project design team's bus electrification planning including battery charging infrastructure, electrical substation feasibility, technology planning, operations and environmental review. This facility is expected to be the first large scale all-electric bus base in the Pacific Northwest, serving as a design prototype for transit electrification.

Sacramento Electric Vehicle Implementation Blueprint | Sacramento, CA. Mike's role included provision of strategies to advance the next generation of ZEV mobility applications and programs, including an EV Toolkit and an advanced EV Mobility Opportunities Report, identifying financially-sustainable EV programs to ensure that public spending on EVs and EV infrastructure balances charging demands, advances new technologies, and incentivizes EV rider trips. Mike also prepared an Advanced EV Mobility Opportunities Report and EV Deployment Plan.

Electric Bus Charging Infrastructure for Sonoma and Mendocino County Planning and Engineering Study | Santa Rosa, CA. Mike oversaw evaluation of multiple existing facilities to assess current electrical infrastructure capacity, transit fleet characteristics, duty cycles, and operating environments and survey currently or soon to be available chargers and vehicle types, analysis of energy storage and renewable energy generation options including cost estimates, available funding subsidies and capacity needs as well as recommend charging policies to maximize existing facility infrastructure and minimize electric bus charging costs.

Electric Vehicle Charger Design: Eluminocity | Seattle, WA. DKS Associates provided EV infrastructure design services for Eluminocity, helping the City of Seattle implement the Electric Vehicle Charging in the Right of Way (EVCROW) program, preforming engineering for Level 2 and DC Fast Chargers. Mike oversaw DKS' services included installation design and design review, facilitating compliance with City of Seattle street use requirements including permitting of EVSE, and general logistical support related to project implementation.

RELEVANT RECENT PUBLIC SPEAKING EXPERIENCE

As a thought leader in smart mobility, Mike is a frequent presenter at professional conferences on such topics as master planning electric vehicle charging infrastructure, planning for fleet electrification, planning for micromobility and the implications of our transition to a future dominated by shared, autonomous, connected and electric vehicles. Since Joining DKS in 2017, Mike has presented (or will be presenting) these topics at the following conferences:

2021 Conference Presentations

- Washington State Transportation Commission, Olympia WA
- ACES Northwest Charge Up your Fleet, Bellevue WA



• Green Transportation Summit and Expo, Tacoma WA

2019 Conference Presentations

- Intelligent Transportation Society of America Washington State Chapter Conference, Seattle WA
- American Public Works Association, National Conference, Seattle WA
- Public Fleets Summit, Long Beach CA
- Charge Expo, San Diego CA
- Public Fleets Summit, Lacey WA
- Urbanism Next, Portland OR
- Institute for Traffic Engineers, Sacramento CA
- Green Transportation Summit and Expo, Tacoma WA
- Charged Up EV Expo, Seattle WA

2018 Conference Presentations

- American Public Works Association, Washington State Chapter Conference, Wenatchee WA
- Urbanism Next, Portland OR
- Intelligent Transportation Society of America Washington State Chapter Conference, Seattle WA
- Intelligent Transportation Society of America California State Chapter Conference, Anaheim CA

2017 Conference Presentations

• American Planning Association, Washington State Chapter Conference, SeaTac WA





Registration: P.Eng, Canada – 100502010 Traffic Signal Level – 1 Supervisor, IMSA Ontario Work Zone Traffic Control & Safety Supervisor

Education: MS in Electrical and Computer Engineering, McMaster University, Canada | BS in Electronics and Communications, Chandigarh Engineering College, India

Years of experience: 6 (2 with DKS)

GURBIR ANTAAL, ELECTROMOBILITY ENGINEER ASSOCIATE

Gurbir's relevant expertise: Gurbir has a wide variety of skills relating to planning and designing electric vehicle (EV) charging infrastructure installation as well as power, traffic signal system and construction of lighting for highways and municipal/county roads. His project experience includes work for both power providers and transportation agencies including East Bay Community Energy, King County Metro Transit, California Department of Transportation, Oregon Department of Transportation, Ministry of Transportation Ontario, City of Berkeley, City of Fremont, City of Oakland, San Jose City, City of Mountainview, City of Portland, Washington County, City of Toronto, City of Ottawa, City of London, Region of Halton and Town of Oakville. His experience also includes the design of other electric transportation infrastructure including illumination systems and traffic signals. Gurbir has extensive experience with AGi32 lighting software and AutoCAD, in addition to a growing understanding of MicroStation.

East Bay Community Energy Municipal Fleet Electrification

Studies. CA Gurbir was responsible for calculating the charging needs for each vehicle fleet site for the cities of Berkeley, Albany, Dublin, Alameda County and Oakland. His role consisted of field visits, evaluating the fleet data, calculating number of EV chargers required on each site based on the load calculations, EV battery size and power consumptions for Level 1, Level 2 and DC Fast Chargers. He was also responsible for creating build-out cost's spreadsheet for each site.

Transitioning Metro Non-Bus Fleets to Zero Emissions –

Feasibility Study, Seattle, WA. Gurbir leads the technical evaluation of charging needs for light, medium and heavy-duty non-revenue fleet vehicles (NRV), ACCESS paratransit fleet as well as the nation's largest rideshare operation. This work includes evaluating the electrical energy needs of each type of vehicle and reviewing facilities drawings and data for passenger facilities and transit bases to evaluate feasibility and costs for installation of EV chargers.

City of Fremont Fleet Electrification Study, Fremont, CA. Gurbir calculated the energy demands of each light and emergency (pursuit) vehicle fleet component and evaluated each of Fremont's fleet vehicle domicile locations for EV charger installation. He was responsible for evaluating the fleet data, calculating the appropriate quantity of EV chargers required on each site based on the load calculations, EV battery size and power consumptions for Level 2 and DC Fast Chargers.



UC Davis Campus Electric Vehicle Study, Davis Ca

Gurbir lead site assessment and electrical evaluation of charging infrastructure for an electric vehicle study focused on load analysis, asset service connections, technical design and operation of smart charging at the largest campus in the UC system. He was also responsible for creating build-out cost's spreadsheet for each site.

Southwest Corridor - Trimet, Portland, OR Gurbir designed the lighting for the roadway segment of approximately 3.0 miles stretch in Portland, Oregon. Project consists of lighting on roadway, sidewalk illumination, shared use pathways between pedestrians and bicyclists, ADA ramps, traffic intersections and midblock crossings using City of Portland and Oregon Department of Transportation Lighting Standards and light levels.

US-101/Blossom Hill - Traffic Signal and Lighting Design, San Jose, CA. The project consisted of three intersections, from which two belongs to California Department of Transportation, and one intersection belongs to City of San Jose. Gurbir assisted the Design team to prepare detailed traffic signal design, ramp metering signals, lighting analysis and signal interconnect. Gurbir was also responsible to calculate the loads (wattages) of the existing electrical equipment's that are fed from the electrical service and verifying with the As-Built drawings, calculated the conduit fill capacity, verified the breakers in the electrical service enclosures to ensure that the electrical panel had space to accommodate the new breakers. He was also responsible for carrying cost estimates and coordinating with PG&E for modifying and new service enclosure connection.

SW Roy Rogers/SW Tualatin Sherwood Rd - Chicken Creek to SW Olds Place, OR. Gurbir was responsible illumination of roadway segment of approximately 1.5 miles stretch in City of Sherwood/ Washington County, Oregon. Project consists of lighting on roadway, sidewalk illumination, shared use pathways between pedestrians and bicyclists, traffic intersections and midblock crossings. He was also responsible for creating plan sheets, line diagrams, and cost estimation reports.

San Bruno Avenue Medians Improvement Project, San Bruno Gurbir worked as a design engineer to prepare the traffic signal and striping design plans, specifications and estimate for the project. He conducted field work and performed the drafting duties for the traffic signal modification at the intersection of San Bruno Avenue/Cherry Avenue intersection.

SW Walker Road Improvements, Washington County Gurbir served as design engineer for two traffic signals and fiber optic interconnect design along SW Walker Road in Washington County, OR. The signals were designed with VIVDS, emergency vehicle pre-emption, install PTZ cameras, protected left-turn phasing was used along Walker Road. Fiber optic cables were designed to use new conduits along the Walker Road. The design included fiber splicing to existing fiber at SW Walker Road and SW 185th Avenue and SW Walker Road and SW 173rd Avenue.

Halton Region - William Halton Parkway Expansion Project, CA. Gurbir assisted the Design Team to prepare detailed design of continuous roadway illumination network which included the illumination of bridge, roundabout, sidewalk, and illumination in the bridge structure for maintenance operations, and designed the traffic signal & temporary lighting. In addition to the Illumination and traffic signal design, the project requires the design of heat tracing system for storm sewers chambers and pipes, line diagrams, voltage drop calculations, detail drawings, and Hydro coordination for power supply and connection.





Education: MSC Engineering Project Management, Coventry University, UK | BS Telecommunications Engineering, National University of Computer & Emerging Sciences, Pakistan

Years of experience: 8 (3 with DKS)

Professional Affiliations: Institute of Transportation Engineers (ITE)

AWAIS ZUBAIR, Electromobility Engineer

Awais's relevant expertise: Awais Zubair is a design-focused engineer with 8 years of experience working with intelligent transportation systems (ITS) and his last 2 years focused extensively on electromobility projects. Awais specializes in electrical and power design of electric vehicle supply equipment (EVSE), communication design, EVSE siting and constructability assessment. Awais has provided electromobility design consultation to a variety of clients including the City of Seattle, King County Metro, King County Facilities Management Division, City of Walla Walla, and University of California Davis. In addition to EVSE, Awais has experience designing electrical and communications systems for ITS devices including Variable Message/Speed Signs, CCTV Cameras, Road Weather Information systems, Vehicle Detection systems, Queue Warning systems, Traffic Signal systems, and Illumination systems. Awais has demonstrable experience facilitating multi-disciplinary design workshops managing multiple stakeholders and design requirements. Awais is a strong technical analyst and an advanced user of AutoCAD.

King County Facilities Management Division (FMD) – Fleet Electrification Phase 1, WA. DKS was hired by King County FMD for the pilot project to electrify King County fleet at six of their facilities. Awais was responsible for quality assurance of the fleet charging needs and EVSE strategies analysis. As the lead designer on the project, Awais conducted surveys of each site to assess existing conditions, devise EV charger siting plans, and identify the optimum power route to the chargers. Awais also collaborated with electrical foreman at each site to ensure that proposed design suggestions addressed their operations, ated concorns.

maintenance and safety related concerns.

City of Walla Walla – Fleet Electrification Phase 1, WA. Working as the lead designer on the City of Walla Walla Fleet Electrification Phase 1 project, Awais is preparing high level design plans and cost estimates for the installation of EVSE infrastructure, consisting of a combination of Level 2 and DC Fast chargers, at multiple sites. The goal of the project is for the City of Walla Walla to use these plans and estimates to apply for future grant funding. As part of the design effort, Awais worked with City of Walla Walla electrical staff to conduct a remote field visit, communicated with local electricity utility provider to assess the available power options, and studied as-built drawings to determine the optimum charger siting to minimize civil work.

University of California Davis – Campus Electrification Project, CA. Awais analyzed EV charging payment strategy and technology alternatives and recommended those that make economic sense for each charger type. The analysis also addressed the communication infrastructure challenges and options as well as opportunities for revenue generation. Awais also analyzed the operations and maintenance requirements for EVSE infrastructure and documented the pros and cons of various strategies including Owner/Operator, Contracted Maintenance, and Charging-as-a-Service.

SDOT Multimodal Integrated Corridor Mobility for All (MICMA), WA. Awais is serving as the project manager and lead designer on MICMA ITS Improvements project. The project includes



video detection installation across 5 key corridors (40 intersections in total) in the University of Washington area for SCOOT adaptive system, CCTV camera installation on 5 intersections, pedestrian push button upgrades to ADA compliant APS pushbuttons on 10 intersections, traffic signal controller cabinet upgrade on 10 intersections, and ADA compliant curb ramp improvements on 2 intersection. Awais is also managing three sub-consultant teams responsible for delivering partial design of the project.

ODOT – I-205: Stafford Road to OR99E Corridor Rd Widening & Retrofit of the Abernethy Bridge, OR. Awais is serving as the project manager and lead ITS designer on I-205 Stafford Road to OR99E Corridor Rd Widening & Retrofit of the Abernethy Bridge ATM project. The project includes fiber relocation design of approximately 10 miles of existing fiber impacted by the widening and ITS electrical and communications design for 7 Active Traffic Management (ATM) sites with design elements including variable message signs (VMS), variable speed signs (VSS), CCTV cameras, fiber optic communication, radio communication, road weather information sensor station, and radar detection.

Pierce County – Canyon Road Northerly Extension, WA. Awais is working as the deputy project manager and design lead on the Canyon Road Northerly Extension project that spans across City of Fife, Pierce County and WSDOT jurisdictions. DKS' design scope includes traffic signal design for 3 full intersections and 2 pedestrian crossings, illumination design for 4 corridors with an accumulative length of approximately 2 miles, and fiber optic interconnect design for 2 corridors with an accumulative length of 1.5 miles and drop connections to the signalized intersections.

City of Sequim – Washington St. Signal Improvement Project, WA. Awais is working as the project manager and lead traffic signal designer on Washington St. Signal Improvement project. The project introduces operational improvements on two 4-way traffic signals by changing the split-phase operation to a protected-permissive left turn operation on all approaches. Traffic signal infrastructure improvements include ADA compliant pedestrian pushbuttons and pedestrian signal heads installation as well as upgradation of controller cabinet, traffic signal controller, vehicle signal heads, detection technology, and wiring.

Sound Transit – SR522 Bus Rapid Transit (BRT) Project, WA. Awais is working as the deputy project manager and lead traffic signal and illumination designer on the SR522 BRT project. The design includes traffic signal and illumination infrastructure relocation and upgrade to accommodate the roadway and operational changes introduced by the new bus rapid transit route.

City of Tacoma – Taylor Way Rehabilitation Project, WA. Awais worked as the deputy project manager and lead designer on the Taylor Way Rehabilitation project. The design included complete re-build of 4 traffic signals, continuous illumination and fiber optic interconnect on 2.5-mile long corridor, CCTV cameras, rail detection sensors, vehicle detection technology, variable message signs, and blank-out signs.

Oregon Department of Transport (ODOT) – I-205: Johnson Creek Blvd-Glen Jackson Bridge Phase 2, OR. Awais was the ITS electrical and communications designer for PS&E package delivery of ODOT's I-205 Johnson Creek Blvd to Glen Jackson Bridge Active Traffic Management (ATM) project. The project included 12 ATM sites with design elements including variable message signs (VMS), variable speed signs (VSS), CCTV cameras, fiber optic communication, radio communication, road weather information sensor station, and radar detection.





Registrations:

- Washington Professional Engineer (Civil), No. 19110740
- Minnesota Professional Engineer (Civil), No. 54149

Education:

- M.S, Civil Engineering (Transportation & Statistics minor), North Carolina State University
- MBA, Carlson School of Management, University of Minnesota
- B.Eng., Traffic Engineering, Tongji University, China

Years of experience: 8

Unique Qualifications:

- Electrical demand charging management
- Electrical utility rate analysis
- LCFS credit planning
- Bi-directional charging planning
- Economic Analysis
- Market Assessment
- Strategy Development

YILUN XU, PE, ELECTROMOBILITY ENGINEER

Yilun's relevant expertise:

ELECTROMOBILITY SUMMARY BIO: Yilun has experience with a variety of electromobility projects on which he applies both his engineering and his business analysis expertise. His specialization includes charging demand management, electrical utility rate analysis, Low-carbon fuel standard (LCFS) credit planning, bi-directional charging planning and operational cost analysis. Yilun regularly supports DKS clients including counties, cities, transit agencies, and Universities. Yilun has over 8 years of professional experience in the transportation industry, has advanced engineering and business degrees coupled with a strong passion for electromobility.

ELECTROMOBILITY:

King County Metro Non-bus Fleets to Zero Emissions, King County, WA

Yilun analyzed the utility rate structures of both major utility providers in King County. Utility rate structures involve base utility rates, demand charging, time-of-day charges, transformer fees, a variety of utility credits, etc. Yilun provided crucial supports to the development of the electric vehicle fleet charging strategies that manages electrical utility expenditures. Yilun also customized an EVSE cost estimator, including EVSE operational costs, to meet the project needs.

University of California Davis Campus Electric Vehicle Study, Davis, CA

Yilun compared the pros and cons of EV charging payment methods and recommended the best strategies for student, employees and visitors at UC Davis. These payment technologies involve card payment, RFID, mobile apps, E-currency, etc. Yilun also supported the cost and budget efforts by providing supports on LCFS credits and utility expenses.

STRATEGY & PLANNING:

Bayfront Area Event Parking and Traffic Study, Duluth, MN.

Yilun served as the modeling support and consultant for the Metropolitan Planning Organization of the Duluth/Superior region on parking and traffic strategies during large-scale events at the Bayfront area in Duluth, MN. The Bayfront area has suffered increasing customer complaints about parking access and availability. Yilun conducted planning level analysis of the traffic and parking conditions in the area, categorized potential mitigation strategies based on their financial feasibility, technical viability and benefit, and presented the recommendation at a series of interactive workshop to multiple stakeholders. The client and stakeholders were satisfied with the study outcome and has committed to continue the efforts in the recommendation.

Super Bowl LII Traffic Control Plan Communication, Minneapolis, MN

Yilun developed a GIS system to communicate the traffic control plans and transportation elements (roadway closure/restriction, traffic control agents, viable message signs, transit/shuttle, etc.) of Super Bowl LII in Minneapolis, MN. The GIS system translated complicated traffic control plans and roadway closure/restrictions to straightforward daily views. It also managed multiple data streams in one uniform place. This facilitated effective communications among stakeholders and with the general public. Yilun received positive feedback during the after the event for the system development and consulting process.

Mode Share and Origin/Destination (OD) Study of Campus Travelers, Minneapolis, MN

Yilun led the mode share and OD study for the University of Minnesota Twin Cities campus in 2014 and 2016. The study survey initiated an innovated method to collect the more accurate mode share in a multimodal environment. Yilun also led the data analysis efforts and chaired a planning committee that used the study result to update the campus shuttle plan. Yilun also utilized the OD information from the StreetLight InSight platform to complement the survey results.

Partnership Strategy Analysis for New Market Entry, Warsaw, Poland

As part of a consulting team, Yilun conducted primary and secondary research in Warsaw to prioritize potential retail partners for the client. The prioritization was based on business relevancy as well as the likelihood of partnership formation. A quantitative rating framework was developed to support the final recommendation.

* Some details of project task and client are generalized due to nondisclosure agreement.

Innovation Center Strategy in Agriculture and Food Industry, Shanghai, China

Yilun served as the team lead to draw best practices and lessons learned from the best performing innovation centers. Yilun led a multinational team for primary and secondary research in the US and China. The consulting process includes issue tree development, storyboarding, and synthesizing.

* Some details of project task and client are generalized due to nondisclosure agreement.

Healthcare Start-up Business Valuation, Stockholm, Sweden

Yilun conducted a SWOT, break even, financial, and patent analysis on a start-up in Stockholm, Sweden, as part of a global consulting team. The analysis led to the valuation of the business as well as recommendations on best path forward.

* Some details of project task and client are generalized due to nondisclosure agreement.



Robert Spragg (559) 433-7687 | Robert.spragg@nexteraenergy.com | LinkedIn

CAREER OBJECTIVE

Data scientist and engineer with a diverse set of experiences in mobility, clean energy, utilities, and strategy consulting. Experience seeing projects to completion, managing diverse groups of stakeholders, and developing novel solutions to complex systems problems.

CORE COMPETENCIES

- Project Management
- Python, R, Julia
- Data Analysis, Visualization
- Product Design

- Optimization, Modeling
- Software Development

PROFESSIONAL EXPERIENCE

EIQ MOBILITY (ACQUIRED BY NEXTERA ENERGY RESOURCES), Oakland, CA

Data Scientist, July 2019 – present

- Work closely with product team to design and build new fleet simulation and operations products •
- Develop, test, and deploy new software packages (CI/CD) for eIQ's EValuate[™] model •
- Manage multiple vehicle fleet analysis consulting projects from data retrieval to client presentation •
- Expertise in fleet operations and pain points through dozens of assessments and interviews •

SILICON VALLEY CLEAN ENERGY, Sunnyvale, CA

Decarbonization Analyst, September 2018 – June 2019

- Built GHG forecasting model used to set 2025, 2030 GHG reductions goals and inform program design •
- Created optimizations for solar + storage projects, emissions reductions of SVCE's supply portfolio •
- Aggregated various spatial, vehicle, and billing datasets to begin building master customer database •

CITY OF PALO ALTO UTILITIES, Palo Alto, CA

Microgrid Assessment Analyst Intern, June 2018 – September 2018

- Partnered with Stanford and EDF on APPA funded project to study *thermal microgrids* •
- Performed software tools assessment and feasibility study presented results via webinar •
- Identified emissions reductions of 45% for two districts in Palo Alto •

EDUCATION

STANFORD UNIVERSITY

Master of Science in Energy Engineering, September 2017 – June 2019

- Stanford Graduate Fellow (provided to top 1 or 2 incoming graduate students in each program) •
- Research focused on using Kalman filters to estimate a battery's state of charge •
- GPA: 3.91/4.0

UC BERKELEY

Bachelor of Science in Civil and Environmental Engineering, August 2013 – May 2017

- Minor in Mechanical Engineering: focus on control theory, vehicle dynamics, finite element analysis •
- GPA: 3.90/4.0 •

HOBBIES

- The great outdoors (hiking, skiing, birding)
- Investing, finance, housing policy advocacy ٠

Yann Kulp

E: yann.kulp@nexteraenergy.com | M: 847-271-2813 www.linkedin.com/in/yannkulp | Twitter @YKulp



<u>06/2018 - current</u> <u>Co-founder & Head of Business Development – eIQ Mobility, a NextEra Energy Company</u>

Co-founder of eIQ Mobility and leads business development with focus on building a pipeline of large U.S. fleet clients, utilities, auto manufacturers, and fleet management companies for the EValute[™] cloud-based EV fleet planning & analysis platform. Yann provides project management for client projects.

01/2017 – 06/2018 Head of Electric Mobility Strategy , Schneider Electric (Chicago)

Led strategy development, execution & partner/M&A pipelines for North America operations with a focus on Transportation Electrification and Contractor Digitization. Yann defined the market growth trajectory, and worked across businesses and clients to accelerate the significant charging infrastructure solution suite.

Schneider Electric

- 2012 2017 VP SmartSpace USA
- 2008 2012 Director Marketing Comm, LifeSpace EMEAS (HQ Paris)
- 2006 2008 Strategy & Business Development Manager LifeSpace North America
- 2004 2006 Residential Business Development Manager North America

Legrand, global specialist in electrical and digital building infrastructures

- 2000-2004 Product Manager for residential wiring device lines for North America, ~ \$100 M line
- 1996-2000 Product Manager for retail, Europe, ~ \$30 M line
- 1992-1996 Sales Engineer: specifiers & consulting engineers in Northern France sales region.

EDUCATION & COMMUNITY ENGAGEMENT

- 2014 Accelerated Sales Performance Northwestern University Kellogg
- 2009 Strategic Marketing Management University of Chicago Booth
- 2007 Corporate Strategy University of Chicago Booth
- 2003 Executive MBA Whitman School of Management Syracuse University, NY
- Automotive Fleet & Leasing Association: board member, www.afla.org/
- Jackalope Theater, Chicago: board member www.jackalopetheatre.org/
- Past: French-American Chamber of Commerce: board member <u>www.facc-chicago.com/</u>
- Past: CABA: chair of the Connected Home Council <u>www.caba.org/</u>

SPOKANE Agenda Sheet	Date Rec'd	8/2/2021	
08/16/2021		Clerk's File #	OPR 2021-0530
		Renews #	
Submitting Dept	HISTORIC PRESERVATION	Cross Ref #	
Contact Name/Phone	MEGAN DUVALL 625-6543	Project #	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0470- LIBBY JR HIGH NOMINATION TO THE REGISTER OF HISTORIC PLACES		

Agenda Wording

Recommendation to list the Libby Junior High School, 2912 E 1st Ave, on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Libby Junior High School has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

Grant related? NO	Public Works? NO
	Budget Account
	#
	#
	#
	#
	Council Notifications
DUVALL, MEGAN	Study Session\Other
BECKER, KRIS	Council Sponsor
ORLOB, KIMBERLY	Distribution List
PICCOLO, MIKE	mduvall@spokanecity.org
ORMSBY, MICHAEL	sbishop@spokanecity.org
<u>Is</u>	gregoryf@spokaneschools.org
	DUVALL, MEGAN BECKER, KRIS ORLOB, KIMBERLY PICCOLO, MIKE ORMSBY, MICHAEL

Findings of Fact and Decision for Council Review Nomination to the Spokane Register of Historic Places

Libby Junior High School – 2912 E 1st Avenue

FINDINGS OF FACT

- 1. SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."
 - Originally built in 1928; Libby Junior High School meets the age criteria for listing on the Spokane Register of Historic Places.
- 2. SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D).
 - Libby Junior High School meets Spokane City/County Register of Historic Places **Category A**, for its association with the theme of Education, specifically the spread of junior high schools across the United States and the construction of the first junior high schools in Spokane.
 - Libby Junior High School and its companion on the Northside, Havermale Junior High School (also 1928) were the first junior high schools to be built in Spokane school district. The typical school system at that time had consisted of elementary/grade schools and high schools. The junior high school --grades 7 through 9 was an innovation and reorganization of the pattern of secondary education in the United States.
 - Libby Junior High School meets Spokane City/County Register of Historic Places **Category C**, as a property that embodies the distinctive characteristics of a type and period of construction, specifically Spokane education buildings in the first few decades of the 20th century. The property is also significant under Category C for its association with a father and son pair of Spokane architects who both designed portions of the school during their respective careers.
 - The 1928 building is typical of the classically-inspired grade school buildings (such as the original buildings at Roosevelt and Stevens Elementary Schools), that were popular in Spokane between 1900 and 1920: raised basement podium with a short run of steps to the first floor, two story brick façade dominated by banks of windows, classical proportions and design elements, with a cornice and parapet wall fronting a flat roof.
 - The building was designed by two generations of Vantynes, Roland Vantyne for the original classically-inspired 1928 building, and his son Carl for the Mid-Century Modern 1961 addition. Both architects had notable careers and at least four of Roland's buildings are listed on the Spokane Register of Historic Places including one elementary school, Hutton Elementary. This building would be Carl's first attribution on the SRHP.
 - The property's period of significance is identified as 1928-1971, starting when the 1928 building was constructed and ending when the 1971 addition was constructed. The 1971 final addition used lower quality materials and is lacking the distinct design elements of the earlier buildings, however the repeated additions to Libby show the nature of school development as the district worked to provide services to a growing city.
- **3. SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association."** From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."
 - Although the integrity of the original classroom building as well as the 1961 addition have been

diminished by the energy upgrades of the 1980s and the replacement of the original window sash in the 1928 building, the 1928 and 1961 buildings retain much of their original form, materials, detailing, and high level of craftsmanship. Libby Junior High School is recognizable for both its function as a public school and its original architectural style.

4. Once listed, this property will be eligible to apply for incentives, including:

Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated Libby Junior High School according to the appropriate criteria at a public hearing on 7/21/21 and recommends that Libby Junior High School be listed on the Spokane Register of Historic Places under Categories A and C.

<u>After Recording Return to:</u> City of Spokane Clerk 808 W Spokane Falls Blvd Spokane, WA 99201

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

BISBEES ADD L1TO12 B3 VAC ALLEY IN B3&VAC REGAL ST LYG WOF&ADJ SD B

Parcel Number(s) 35222.0901, is governed by a Management Agreement between the City of Spokane and the *Owner(s)*, Spokane School District #81, of the subject property.

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on ______. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No._____.

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: _____

Dated:_____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **21st** day of **July 2021**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Spokane School District #81** (hereinafter "Owner(s)"), the owner of the property located at **2912 East 1st Avenue** commonly known as **Libby Middle School** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. <u>CONSIDERATION</u>. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. <u>COVENANT</u>. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties. 3. <u>ALTERATION OR EXTINGUISHMENT</u>. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. <u>PROMISE OF OWNERS</u>. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. <u>HISTORIC LANDMARKS COMMISSION</u>. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.

Owner	Owner
CITY OF SPOKANE	
HISTORIC PRESERVATION OFFICER	MAYOR
Megan M.K. Duvall	Nadine Woodward
ATTEST:	

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF _____)
Ss.
County of _____)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of ______, personally appeared _______, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____(he/she/they) signed the same as _____ (his/her/their) 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 ______, residing at ______ 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 NADINE WOODWARD, MAYOR 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_____

Attachment A

Secretary of The Interior's Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Spokane Register of Historic Places Nomination

Spokane City/County Historic Preservation Office, City Hall, Third Floor 808 Spokane Falls Boulevard, Spokane, Washington 99201-3337

1. Name of Property

Historic Name: Libby Junior High School And/Or Common Name: Libby Middle School, Libby Center

2. Location

Street & Number: 2900-2912 East First Avenue City, State, Zip Code: Spokane, WA 99202 Parcel Number: 35222.0901

3. Classification

Category	Ownership	Status	Present Use	
⊠building □site	⊠public □private	□occupied ⊠work in progress	□agricultural □commercial	□museum □park
□structure □object	Doth Public Acquisition	Accessible	⊠educational □entertainment	U
	□ in process □ being considered	⊠yes, restricted □yes, unrestricted	☐government ☐industrial	□ scientific □ transportation
4. Owne	r of Property	∐no	□military	□other

Name: Spokane School District #81 Street & Number: 200 North Bernard Street City, State, Zip Code: Spokane, WA 99201 Telephone Number/E-mail: Mark Anderson – 509-354-5900 (contact)

5. Location of Legal Description

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number:	1116 West Broadway
City, State, Zip Code:	Spokane, WA 99260
County:	Spokane

6. Representation in Existing Surveys

Title: Libby Junior High School				
Date: 11/30/2001	Federal	State X	County	Local
Depository for Survey Records	Spokane Histori	c Preservat	ion Office	

7. Description	n
----------------	---

Architectural Classification (see nomination, section 8)	Condition	Check One □unaltered
	⊠good □fair	⊠altered
	☐deteriorated □ruins □unexposed	Check One ⊠original site □moved & date

Narrative statement of description is found on one or more continuation sheets.

8. Spokane Register Criteria and Statement of Significance

Applicable Spokane Register of Historic Places Categories: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:

- A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- \square B Property is associated with the lives of persons significant in our past.
- C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- D Property has yielded, or is likely to yield, information important in prehistory history.

Narrative statement of significance is found on one or more continuation sheets.

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property: 2.09 acres

Verbal Boundary Description:

Verbal Boundary Justification: The nominated property is at the east end of the within the block bounded by First Avenue on the north, Haven Street on the east, Pacific Avenue on the south, and Lacy Street on the east.

11. Form Prepared By

Name and Title: Jim Kolva Organization: Jim Kolva Associates LLC Street, City, State, Zip Code: 115 South Adams Street, Spokane, WA 99201 Telephone Number: 509-458-5517 E-mail Address: jim@jimkolvaassociates.com Date Final Nomination Heard:

12. Additional Documentation

Map: Photographs:

13. Signature of Owner(s)

Greg Forsyth

14. For Official Use Only:

Date nomination application filed: June 30, 2021

Date of Landmarks Commission Hearing: July 21, 2021

Landmarks Commission decision: Approved

Date of City Council hearing:

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of the Spokane City Council as set forth above.

Megan Duvall City/County Historic Preservation Officer City/County Historic Preservation Office Third Floor – City Hall 808 W. Spokane Falls Blvd. Spokane, WA 99201

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Date

Nomination Signature Page - Libby

Final Audit Report

2021-07-28

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"Nomination Signature Page - Libby" History

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DESCRIPTION OF PROPERTY Description -Summary

Libby Junior High School, built in 1928, is a nicely proportioned two-story brick building that incorporates classical design elements to provide a formal and stately demeanor to a center of learning. As Spokane's first junior high school, the building carries the two-story, classically inspired model of Spokane's early elementary schools. Roland M. Vantyne, a prominent Spokane architect and F. O. Hughes partnered to design the building. Carl Vantyne, Roland's son and a noted Spokane modernist, designed the 1961 addition to the building. As originally constructed, the east wing was added to provide a cafeteria, kitchen and music rooms, was a "crystal palace" with full glass-panel walls, a striking, yet elegant contrast to the classical 1928 building designed by his father. The 1971 addition to the west end of the 1928 classroom building is a simpler building and reflects the materials usage and economy of the early 1970s.

Although the integrity of the original classroom building as well as the 1961 addition have been diminished by the energy upgrades of the 1980s and the replacement of the original sash in the 1928 building, the 1928 building retains its original form, materials, detailing, and high level of craftsmanship. It is recognizable for both its function as a public school and its original architectural style.

Libby Center (Junior High and Middle School) - Building Description Context

Libby Center is at 2900 East First Avenue in the East Central neighborhood of Spokane. First Avenue is a residential street one block south of Sprague Avenue, a major arterial and business street. Pacific Avenue, bordering the south side of the campus is also a residential street with single-family and multi-family housing along both sides. The majority of the neighboring single-family bungalows were built between 1900 and 1912. Most of the residences in the blocks between Pacific and Interstate 90 have been cleared for future expansion of the Interstate corridor. Haven Street forms the eastern boundary, and the west boundary abuts the back and side yards of housing units that front either along Pacific or Lacey Street. The primary entrance and the two-story classroom building face north on First Avenue toward the new "Hive" complex, a joint venture between the Spokane Library and School District 81, which will occupy that entire block. The area between First and Sprague avenues is transitioning to commercial use.

The Libby campus occupies a flat site of about 3.68 acres in area. The classroom buildings occupy the eastern half while a grass turf playfield covers the western half. A chain link fence runs along the perimeter of the playfield back to the west ends of the classroom buildings. The building complex, originally an "H" shape formed by the two-story brick 1928 classroom building, 235'x 66', at the north end, the one-story brick 1928 shop building, 183' x 45' at the south end, connected by a 133' x 35' north-south corridor. The 1928 gymnasium formed a rectangular knob on the west side of a north-south connecting corridor. The corridor was both a straight passageway to the south shop wing and, along the west side, included dressing, shower rooms, toilet rooms, and storage.



1. Libby Junior High School showing additions and overall campus

Subsequent additions in 1941 filled in a rectangular notch in the north side of the second floor of the classroom building, and in 1961 added a cafeteria, kitchen, and music rooms to the east side of the corridor and lengthened the original gymnasium. In 1971 a one-story concrete block classroom addition was attached to the west side of the two-story 1928 classroom building. Driveway access from Haven is at the southern portion of the campus and provides access to the kitchen and the shop building. A driveway is along Pacific and provides access to a loading dock along the south side of the shop building. Three wood-frame portable classroom units are west of the classroom and gymnasium wings. Asphalt play courts and sand box play areas are along the west side of the shop and gymnasium wings with the grass playfields beyond.

The building received a major energy upgrade ca. 1986 during which insulated metal panels were placed over the upper sections of the original steel sash, and the upper glass walls of the 1961 cafeteria. Additionally, the interiors of the 1971 addition and 1928 classroom building were extensively remodeled in 1995. In spite of its additions and the partial covering over and replacement of the original steel sash windows, the building retains its original form, crisply rendered detailing, quality materials, and skill of craftsmanship.

The two-story brick building incorporates classical design elements to provide a formal and stately demeanor to a center of learning. The original building was designed by Roland M. Vantyne and F. O. Hughes. Vantyne was a prominent Spokane architect who practiced through the 1930s and who, with Archibald Rigg, had designed the 1921 Hutton Elementary School (SRHP). The 1961 addition to the building was designed by Roland's son, Carl Vantyne, a noted Spokane modernist architect. Originally, the east wing which was added to provide a cafeteria, kitchen and music rooms, was a "crystal palace" with full glass-panel walls, a striking, yet elegant contrast to the classical 1928 building designed by his father. The 1971 addition to the west end of the 1928 classroom building, is a simpler building and reflects the materials usage and economy of the early 1970s.

The building is typical of the classically-inspired grade school buildings that had been built between 1900 and 1920: raised basement podium with a short run of steps to the first floor, two story brick façade dominated by banks of windows, classical proportions and design elements,

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with a cornice and parapet wall fronting a flat roof. In the 1920s, the new grade school designs were horizontal one-story buildings with Classical design elements, parapet walls and flat roofs as illustrated at Finch, Wilson, and Hutton elementaries. Hutton's design, however, stood out with a gable roof - the only example in Spokane. In spite of the horizontal one-story buildings that were popular, Spokane's first junior high school used the two-story concept.

1928 Two-Story Brick Classroom Wing

The two-story brick classroom wing faces and fronts along the south side of First Avenue with Haven Street forming its east boundary. Constructed of masonry, the symmetrical facade is faced with "Masonic" rug-face brick in common bond. The color is variegated and ranges from tan to orange to red. Rising approximately 33 feet from a three-foot concrete foundation wall to the top of the coping course atop the flat parapet wall, the building is topped by a flat built-up roof. The front façade consists of the central entry salient, flanking midsections, and projecting

end wings. The midsections are identical, but with a slight variation in the window arrangements: the east side which is the same on both the first and second floors, has two wide bands of five sets of steel sash, and in the inside bay, an opening with a set of paired, but wider, steel sash. On the west side, the second-floor mid-section is identical to the east, but the first-floor arrangement is different. On the first floor, from the center to the west end, is a double-sash



2. 1928 Front Entry

bay identical to the east side; a separated pair of high-set short and narrow vertical openings; and three equally-spaced double-sash openings. The first-floor easterly bay is aligned with the west edge of the second-floor easterly window band, the second and third bays are aligned with the east and west edges of the westerly second floor window band. (Note that an illustration of the front façade published in 1927, showed the first-floor windows to be the same as the second floor.)

The square end wings step out from the façade plane three feet and are detailed identically to the mid-section—brick foundation wall, variegated brick, long window bands of five sash sections on the first and second floors, belt courses and cornice. The parapet walls, however, step up slightly and frame a decorative terra cotta panel in the middle of the wall.

Each window opening is framed by a brick header course, running vertically on the head, stacked horizontally on the jambs; and on the sills, running vertically and projecting slightly. The sills

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extend to the inside edge of the openings and the juncture of the jamb and sill courses is marked by a 4-inch square terra cotta tile. On both sides, the mid-section jamb courses of the five-sash openings extend vertically through the brick field between the first and second floors and connect the window openings. This is not the pattern, however, for the inside paired sash bays where the headers wrap only the openings. On the westerly mid-section, the first-floor brick header courses of the window heads and along the sill lines continue beyond the jambs to connect the openings and form a single rectangular pattern that emulates the five-bay enclosure of the second-floor openings. The same brick header pattern is used on the end wings and central entry salient.

The central entry salient, and as mentioned, the end wings, project three feet from the façade plane (mid-sections). Likewise, they project above the mid-sections of the façade. The parapets of the wings step up about 8-inches at the juncture corners, then inset from each corner, rise six more inches to form a flat pediment. The entry salient is articulated to emphasize the front entry-a centered entry bay with flanking buttresses. The entry bay is adorned by a pink terra cotta entablature formed by flat recessed-panel Doric pilasters rising from molded square bases and terminating in flat Doric capitals supporting a relatively plain entablature. Atop the projecting entablature cornice is a balustrade with turned spindles between molded pedestals aligned with the pilasters and the inside of the recessed mid-section of the salient. A large steel sash window is set within a narrow brick field within the span above the balustrade and extending the molded belt course at the window heads. The opening is framed by brick header courses as previously described. The upper third of the original steel sash has been covered by solid metal (aluminum) insulated panel.

The buttresses flanking the entry bay are identical and each side contains a single centered window opening on the first and on the second floor. The openings are framed with brick headers identically to the mid-sections and the jamb course from the first floor extends through the brick field to also frame the window opening of the second floor. The top half of the 24-light steel sash windows have been covered by an insulated metal panel with louvered vents. A pink molded terra cotta (or pressed tin) belt course tops the window heads and extends across the recessed center section, the flanking buttresses, then turns the corner back into the mid-section and extends to and around the projecting end wings. Six courses above the belt course is a much more elaborate and wider cornice molding that runs the same route as the belt course. The parapet wall above the cornice steps on two planes to a low triangular pediment atop the center section. The middle of the buttress pediment steps up to frame a terra cotta shield set in the brick field. As with the window frames below, the bas relief shield which depicts the book and torch of learning is framed by brick headers. The more pronounced recessed center entry bay section rises above the buttress walls to a low triangular terra cotta pediment set atop the molded pressed tin coping. The coping caps the entire parapet wall of the building. Relieving the step from the flanking walls to the center section are scrolled wings of pink terra cotta. A flat rectangular panel inscribed with "LIBBY MIDDLE SCHOOL" is within the brick field beneath the pediment.

Within the entablature framing the main entry, is a secondary brickwork frame: a segmental arch composed of three courses of vertical brick headers embellished by pink terra cotta keystone and

skewbacks. Jambs composed of a double column of stacked brick-header and brick-stretcher courses support the terra cotta skewbacks. The entry door assembly (original) is composed of double wood doors with lower recessed flat panel and upper six-light window. Sidelights with lower recessed wood panel and upper three-light glass panel corresponding to the door configuration and a three-section segmental arch transom window fill the opening. The transom is configured with a twelve-light middle section above the doors and flanking two-light sections over the sidelights. The entry at the end of a 32-foot concrete sidewalk is at grade with seven steps inside the entry vestibule to first floor level.

The window sash have been altered: the original sash is multi-light steel divided by two horizontal mullions into three sections each with four columns and two rows, for a total of 32 lights. In the five-sash set arrangement, the middle three sash have operable four-light middle sections, while the bottom halves of the paired sash pivot to open bottom out. In the late 1980s, the upper half was covered with insulated metal panels (and sheetrocked on the interior face). Additionally, the existing original bottom sections are gradually being replaced with aluminum storefront windows with internal grids while leaving the upper window covers in place. The new sash is divided vertically in accordance with the original sash pattern; but the new lower half contains a four-column, three-row configuration. Additionally, alternating sash sections have a middle four-light section that is operable.

East Façade – 1928 Classroom Wing, 1961 Addition, 1928 Shop Wing

The east façade consists of the north, two-story 1928 classroom wing, the 1961 Cafeteria/kitchen addition, and the south one-story 1928 shop and plant wing and the visible segments of the recessed central corridor, with only the southern segment fully visible.

The east façade of the two-story original 1928 classroom wing is detailed the same as the aforedescribed front façade. The centered entry is at grade with stairs to the first floor within the entry vestibule. The entry bay penetrates and divides into two equally-sized and detailed sections, flat, blank brick walls each with a rectangular brick pattern composed of brick headers.

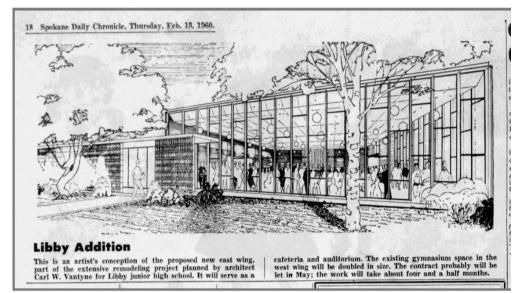


3. East Facade - 1928 Classroom Wing

The molded belt course which terminates the entry bay, cornice, parapet wall and coping are the same as described for the front. The entry is configured almost identically to that of the front with Doric pilasters, entablature, balustrade, and large steel sash window above. The width of the door assembly is slightly smaller with the omission of the sidelights. Above the window opening (upper section of steel sash covered with metal panel), is the belt course, a continuous wall section, the cornice, and within the twostep flat pediment, the bas relief book and torch shield. The parapet wall and coping step up slightly at the corners.

Addition - 1961 East Wing East Facade

Attached to the east side of the central north-south corridor connecting the main classroom building on the north and the shop classrooms on the south, the concrete block and glass-panel addition is divided into two sections: the cafetorium on the north and the kitchen on the south. In the area between the cafeteria-kitchen and the central corridor on the west are the band room with office and practice rooms and a choir room with platform, janitor's room and office.



Fronting the kitchen (faculty dining room) and a portion of the cafeteria is a concrete block wall in a Layrite "Starlite" pattern which allows light passage. Set 6'-4" in front of the kitchen wall, it is the same height as the kitchen wall and covered by the roof extended from the kitchen. A sidewalk from the street enters the "Starlite" wall and passes to a door in the cafeteria wall at the

5. 1960 newspaper rendering of new east wing

juncture of the cafeteria and kitchen. The door opening contains double flat-slab steel doors with a single-light transom above. The glasswall cafeteria is framed by a low concrete foundation wall, concrete posts at the northeast and the southeast corners and a 12-inch cornice fascia fronting the deck of the flat built-up roof. The sheet metal fascia is ribbed to correspond to the mullions



of the glass panel façade wall. The wall is composed of sixteen columns of glass panels divided by steel mullions spaced at 2'-9" on center. Narrower horizontal muntins divide the vertical panels into variable widths from 4 feet to 5 feet. The muntins are staggered and alternate every other vertical division as do the bottom glass panels which are operable. During an energy retrofit in 1986, insulated aluminum panels replaced the upper 10'-6" of the glass panel wall,

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with the lower 6 feet remaining open. The panels are bronze in color and ribbed to correspond to the mullions and the ribbed fascia above.

1928 Building – East Façade Central Corridor and Shop/Boiler Room

The 1928 one-story wing at the end of a north-south enclosed corridor is approximately 183 feet long (east-west), 45 feet wide with a height of approximately 20 feet depending on grade. The building originally housed the wood shop at the west side, and metal shop and drafting room on the east side, with storage rooms, and in the basement below the east wing, a boiler room. The



6. Southeast corner showing original shop wing, 1961 addition and original classroom building at the rear.

plans for the 1995 remodel labeled the metal shop and the drafting room as storage rooms. The wood shop remained as originally built with the addition of girls and boys toilet rooms and a janitor's room between the shop and central hallway.

A short 20-foot segment of the central corridor between the 1961 addition and the 1928 wing is visible and carries the same pattern as the two-story classroom wing which carries to the one-story shop at its south end. As with the main classroom building, the end wall of the shop wing has a parapet wall that steps up to a flat pediment that incorporates the bas relief terra cotta book and torch shield. Two window openings are equally-spaced within the east wall and two louvered vents are between the

bays at the top of the foundation wall. As previously described the windows are framed with stacked brick header jambs, vertical brick header window heads that abut the belt course, and vertical brick header sills. The sash is double steel with 24-lights, to top half covered with insulated metal panels.

1928 Shop Building – South Facade

The one-story brick façade is asymmetrical, and because of grade slope, the floor level is about five feet above grade as demonstrated by the foundation wall. A loading dock and stepped landings to the entry doors illustrate the height. Above the



7. 1928 Shop wing, south facade

concrete foundation wall, the brick wall is detailed the same as previously described: brick field,

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pressed tin window head belt course, projecting molded cornice, parapet wall and pressed tin coping. The front entry to the central corridor is offset to the east of center by almost 30 feet. The entry bay is accentuated by projecting approximately 3 feet, stepping up the flat pediment four brick courses and centering the bas relief book and torch of learning shield within the parapet wall. The entry surround is semi-circular composed of three-courses of vertical headers with a pronounced terra cotta keystone that extends upward to abut the pressed tin belt course molding. Square terra cotta springers support the ends of the arch courses. A single column of stacked brick headers forms the jambs and runs between the springer and the top of the concrete foundation wall. A double multi-light transom tops the double entry doors. The top section is a fan window with fourteen lights separated by a molded mullion from the fourteen light (2 rows, seven columns) section below. The doors are metal with recessed panels in the bottom half and glass panels in the upper. The entry landing is at grade with a ramp to the first floor within the entry vestibule.

The wall east of the main entry contains a single steel sash in the first bay, a double-steel sash window bay, a pedestrian entry bay, and a second double-steel-sash window bay. The window surrounds, sash, and insulated metal covers are detailed as previously described for the rest of the 1928 building. The brick framed entry bay is divided into two sections: the west half is 8-inch-square concrete block and a solid-panel steel door is in the east half. A solid insulated metal panel covers the original transom window. This door is approached by a poured-in-place concrete landing with eights steps that open to the east. A wrought Iron railing edges the steps and landing. This wing of the building originally housed the metal shop and drafting room, but in the 1995 remodel the rooms were labeled as storage rooms.

The west side of the entry has a longer wall and includes, attached to the wall just west of the main entry, a 15-by-26-foot, 8-foot-high concrete block wall enclosing a chiller (no roof) and, adjacent to its west, a 10-by-35-foot poured-in-place concrete loading dock. A straight run of seven steps that opens to the south is between the chiller wall and dock platform. The dock slopes down from the entry door to the east to the loading platform. The door opening is framed with brick headers and consists of a centered flat steel-slab pedestrian door with sidelights and four section transom that are covered with insulated metal panels. Finally, a standard double-sash window bay is between the entry and the southwest corner of the building. At the corner, a 6-foot chain link fence projects south to the sidewalk, turns west and continues along the sidewalk to the west end of the school playground.

West Façade

On the west side of the central corridor, the west façade is composed of, from south to north, the end of the 1928 one-story brick shop building, the 1961 concrete block gymnasium addition/1928 brick gymnasium, and end of the 1928 two-story classroom building and 1971 concrete block addition. The west end of the shop building is essentially the same as the east, concrete foundation, brick wall with two equally-spaced double-steel sash window openings, molded pressed tin belt, cornice and coping. The parapet wall has a one-step pediment that surrounds the bas relief terra cotta book and torch shield. Attached to the northwest corner of the shop building is an open, chain link fence enclosing a utility area covered with a flat corrugated-metal shed roof. The façade detailing is similar to that previously described.

1971 Addition to West End - *Plans by Sylvester Associates Architects – 9/14/1970* In 1971, a square concrete block one-story wing was added to the west façade of the 1928 classroom wing, 69'-4" long (east-west) by 65'-5" deep (north-south). Eight-inch square and conventional 8" x 16" concrete blocks stacked on a 32-inch concrete foundation wall comprise the façade wall that is 15'-6" in height. The concrete foundation wall continues at the same height as that of the 1928 building, projecting about four inches with a bevel to provide a drip course. The addition is relatively austere with detailing provided by using a combination of 8inch-square and standard 8-by-16-inch blocks to provide texture and articulation. The field is generally 8-by-16-inch with articulation provided by slightly (4-inches) projecting the corners and the north and west entry bays and using stacked 8-inch blocks to provide further definition. Two horizontal bands, both formed by single rows of 8-inch blocks, wrap the west and south walls; one at the door heads and the other at the bottom of the parapet walls. The top of the parapet wall is clad with a sheet metal coping that provides a decorative element by narrowing the width of the fascia as it wraps corners and entries. The addition is topped by a flat built-up roof. The roof is layered with a 4-inch concrete slap clad, rigid foam insulation, and lightweight concrete. The parapet wall extends 24-inches above the roof top.

The north façade (front) is slightly inset from the corner and extends from the west wall of the 1928 classroom building. The wing's main entry is in the northeast corner and pushes back into the recessed entryway at the same height as the 4-footdeep entry alcove. The recessed alcove contains a double-door entry with glass panel sidelights and transom that opens to a nine-footwide corridor. Two



8. 1928 building and 1971 addition juncture

horizontal three-light windows are in the façade, both set on a 4-inch-wide concrete block sill. The windows are three-light aluminum sash with a sliding center section fronted with a diamond pattern extruded metal security screen.

The symmetrical west façade is detailed similarly to the north elevation. The façade includes a slightly projecting entry bay, flanked by stacked 8-inch block surrounds, and slightly offset from the center. A square concrete post, set to the projecting entry-wall plane, divides the entry into two openings. Metal panel doors with sidelights and transoms are in each of the openings. Within each of the flanking walls are two windows that abut the projecting outside corner and the projecting entry bay surround. At the same sill height and opening height as the front, the windows are one-light metal sash and covered with a security screen.

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The south façade includes a 20-foot by 58-foot patio that extends from the south wall, with an 8-foot-deep covered section between two wing walls. The outside wall is detailed the same as west and north. The wall section within the covered patio includes a window in the west corner, and a sliding door opening (now fixed) inset approximately 10-feet from the southeast corner. A second sliding door assembly in the middle of the wall was closed over in the 1995 remodel.

An "L"-shape corridor provides access to the four classrooms within the wing (per the original 1971 plans). With the front entry in the northeast corner, adjacent to the northwest corner of the 1928 classroom building, a corridor runs south to intersect with the central east-west corridor in the middle of the wing. This middle corridor provides access to the four classrooms, toilets and support rooms as well as the entry from the 1928 classroom building (original west entry) and exits through the west end. In the 1995 remodel, the rooms were reconfigured into two large classroom spaces, with portable dividers to split two rooms. New flooring, ceilings and lighting, walls, doors, and trim replaced the 1971 materials.

1995 Remodel plans - Interior of 1928 Classroom Building

First Floor – The front entry is centered in the building and through a stepped corridor provides access to the central east-west hallway of the first floor. The entry was modified by closing the landing and stair run to the second floor and adding doors to close off the central east-west hallway. Immediately west of the entry corridor on the north side of the hallway is the office area with books storage and records rooms. A men's room is adjacent to the west, followed by a storage room and library in the west end and northwest corner. At the west end of the hall are stairs that ascend in a switchback to the second floor, and a doorway to the 1971 addition (original doorway and the same as on the east end). Across the hallway and stairs to the second floor along the south side is a classroom and girl's toilet, showers and locker room. Opposite the main entry corridor is the major north-south corridor that connects with the gymnasium, cafeteria, kitchen, music rooms, and shop building at the south end. At the east end of the building, along both sides of the east-west hallway are six classrooms, counselor's and nurses' offices. A stairway to the second floor and exit doorway are at the east end. The main hallways are original terrazzo floors and base with sheetrock and plaster walls and ceilings. Carpeted and vinyl floors and dropped acoustical tile/fluorescent light fixture ceilings are typical in the classrooms. Trim is a combination of original wood and rubber base moldings, flat contemporary door trim and doors. Original wood trim and moldings adorn the west stair tower between the first and second floors.

Areas of Significance – Category A - Broad Patterns of Spokane History, Education Category C – Architecture Significant Dates – 1928, 1961 Architect – 1928 building - Vantyne and Hughes (Roland M. Vantyne); 1961 Addition - Carl W. Vantyne Builder: Spokane School District No. 81

Summary

Libby Junior High School is significant under categories A, Broad Patterns of Spokane Educational History, and C, Architecture.

Built in 1928, Libby Junior High School and its companion on the northside, Havermale Junior High School (1928) were the first junior high schools to be built in the Spokane school district. With its venture into the new school concept, Spokane was advancing to a new era in American education. The typical school system at that time had consisted of elementary/grade schools and high schools. The junior high school --grades 7 through 9 – was an innovation and reorganization of the pattern of secondary education in the United States.

"The junior high school would become the transition between the elementary experience and high school. In the late 1800s when compulsory attendance laws were first enacted in the United States, most elementary schools served students in grades 1-8, while secondary schools were reserved for students in grades 9-12. The National Education Association's Committee of Ten on Secondary School Studies, led by Harvard University president, Charles Eliot, argued that seventh and eighth grade students needed to be introduced to more advanced coursework that would help prepare them for college and that advanced students should have access to the necessary coursework to be able to graduate early. After the committee proposed making elementary first through sixth grade and moving seventh and eighth grade to high school, junior high schools began to pop up in the early 1900s and were prevalent by the mid-1900s. One of the biggest contributions these schools made is the ability for students to try various exploratory courses that helped them discover their interests. Junior high schools were also the birthplace of homeroom classes, teacher advisory programs, extracurricular activities, and integrated instruction." (Historic Development of the Middle School Movement)

Although the original 1928 Libby Junior High School has been altered over the years with a major addition in 1961, a second addition in 1971, energy upgrades that covered upper sections of windows in 1986, and major interior renovations in 1995, the original 1928 classroom building retains integrity of form, craftsmanship, material, and most importantly, design presence. Even though the windows have been significantly altered, the 1928 classroom building is recognizable as the building attended by thousands of students over its 93-year life. The building was designed by two generations of Vantynes, Roland for the original classically-inspired 1928 building, and Carl for the Mid-Century Modern 1961 addition. The 1961 kitchencafeteria addition by Carl Vantyne was significant in its original configuration of "floor to ceiling" glass, but the 1986 energy upgrades significantly reduced the expanse and character of the glass.

The 1928 classroom building and its partner Havermale Junior High School were the last of the junior high schools to follow the two story model that had traditionally been used by Spokane elementary or grade schools. Although at the time of the construction of Libby and Havermale, the 1920s Wilson, Hutton, and Finch elementary schools were precursors of the modern one-story elementary and junior high schools in Spokane. After Libby and Havermale, the next wave of junior high schools to meet the baby boomers were one-story buildings configured with multiple classroom wings extending from a central corridor. These schools were built in the late 1950s and include Glover, Shaw, Sacajawea, and Salk junior high schools. In that wave, Libby was expanded by extending the gymnasium, building a modern addition to include a kitchen, cafeteria, and music rooms, and conversion of the old kitchen/cafeteria into classrooms.

Libby Junior High School through its history has served one of Spokane's most demographically-diverse areas of the city spanning the East Central and the South Hill neighborhoods and prepared students for their high school experience at Lewis and Clark High School and later, Ferris High School.

HISTORICAL CONTEXT

The following narrative about the development of the Spokane school system is adapted primarily from these sources: Emerson (2008), HistoryLink.org Essay 8723, and National Historic Register Nomination for Lewis and Clark High School (2007); "Spokane: Early Education," Pratt (1943); Spokane Public Schools: A Brief History and the Annual Report for 1941-1942. Spokane School District No. 81;" and Spokane Public Schools School District No. 81 (1989), "First Class for 100 Years."

The first school in Spokane was opened by Spokane Garry, a Spokane Indian, in 1870, near the site of Drumheller Springs, north of the Spokane River. At that time, few people resided in Spokane Falls, a townsite settled by J.J. Downing and S.R. Scranton in 1871. It was not until the fall of 1874 that a school election was held in Spokane Falls in which Henry T. Cowley, Cyrus F. Yeaton, and L.S. Swift were elected directors. Reverend Cowley was elected as teacher. In January 1875, Cowley began the first public school in Spokane, housed in his home (at current site of Cowley Park on the lower South Hill). Soon thereafter, Mrs. L.S. Swift took over teaching the first students in her home. The first annual school report, prepared by C.F. Yeaton, in 1887 shows eleven children in the district between the ages of 4 and 21 and that there was an average daily attendance of four children. The first dedicated public school building in Spokane, a two-room wood frame structure, located on the former Northern Pacific right of way near Lincoln Street, was built in 1878.

The arrival of Henry T. Cowley in Spokane coincided with the organization of the first Spokane school district in what was then Stevens County. Designated as School District 8 and organized in 1872, its boundaries included: "Commencing at the mouth of Hangmans Creek, following up the Creek to the Idaho line, thence north along said line to Spokan River, thence down Spokan to place of beginning." (Pratt, 1946). The superintendent of Stevens County schools at the time was James Monaghan, who would later become a prominent Spokane businessman. The school founded by Cowley became a part of the new school district. When Spokane County was formed in 1879, J.J. Browne was appointed

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superintendent of the newly designated Spokane School District No. 41. Maggie M. Halsell was elected in the first county election held in 1880, to succeed Browne. (Emerson, 2008)

In the year 1889, Spokane schools were reorganized as School District No. 81 and David Bemis was hired as superintendent. Bemis' task was to organize a massive building campaign. At this time six schools were in operation: Central school (high school and grade school), Lincoln school, Bancroft school, Bryant school, Irving school, and Logan school. In July 1890, \$250,000 in bonds were sold with which a new high school building, and four elementary school buildings were erected. The Central building was removed to a new location to provide a site for a new high school and new buildings were built for Bancroft, Irving, Bryant and Franklin schools. (Pratt, 1946)

Designed by architect Charles F. Helmle, the new Spokane High School was built in 1891 at a cost of \$110,000. The school grew slowly at first increasing from 7 graduates in its first year, to 39 students in 1901. But the growth of Spokane and increasing enrollment required the construction a new high school, one north of the Spokane River. The north side high school, North Central, was completed in 1908. The original high school then became South Central. School bond levies of 1907 and 1909, coinciding with the rapid growth of the city, were approved to continue the building of new schools in Spokane. In 1910 disaster struck and South Central high school was destroyed by fire, but rebuilt on the same site and reopened as Lewis and Clark High School in 1912.

As reported in "First Class for 100 Years," by 1890, Spokane had constructed six elementary schools (Central [within South Central High School], Bancroft, Lincoln, Irving, Bryant, Franklin [original Franklin was replaced in 1909]), and by 1900, Spokane had constructed eleven more (Whittier, Emerson, Logan, Longfellow, Edison, Washington, Garfield, Hawthorne, Grant, Lowell, and Holmes. Eighteen elementary schools were built between 1900 and 1910, the heyday of school building. The next ten years through 1920, saw the construction of Mann, Alcott, Yardley, Rockwood, and Cowley. (Spokane Public Schools 1889-1989, 11/1989). Rockwood's span though would be quite short, only four years, since it was replaced by Hutton School in 1921. Two existing schools that followed Hutton in the 1920s include Finch (1924) and Wilson (1927).

Until the construction of Libby Junior High School on the south side and Havermale on the north in 1928, elementary students (grades 1-8) graduated directly into high school. Libby was built to facilitate the passage of south side elementary students from grade school to Lewis and Clark High School and Havermale Junior High School on the north side to service North Central (and to some degree Hillyard High School).

Libby Junior High School – the first of Spokane's modern junior high schools

Opening its doors on September 6, 1928 to 360 students—but "without desks, lockers, and a place to lay a sheet of paper," Libby Junior High School was one of Spokane's first two modern junior high schools. Libby, south of the Spokane River, and Havermale Junior High School, north of the river, built in the same year, would support Lewis and Clark High School on the lower South Hill and North Central and Hillyard High on the near north side. Libby served south side students first as a junior high school, then as a middle school, between 1928 and 1994, when it was replaced by the new Chase Middle School in 1995. Since that time, the building has been remodeled and repurposed but continues to serve the education needs of Spokane and maintains is presence as a community asset in the diverse East Central

neighborhood. The Libby Junior High School was designed by Roland M. Vantyne with the firm of Vantyne and Riggs, a prominent architectural firm in Spokane, and architect F. Omar Hughes, in a dignified "colonial adaption" style as defined by the local press. A new cafeteria and kitchen were added in 1941, and in 1961, a major addition designed by Carl Vantyne son of Roland added a new cafeteria and kitchen, and expanded the gymnasium. A final addition, designed by Sylvester Associates Architects, was built on the west end of the original classroom building in 1971. At the completion of the new Chase middle school on the South Hill in 1994, Libby middle school was vacated. A major interior remodel was completed at the design of Tan Heyamoto Architects as the new Libby Center, a special purpose building designed for professional and gifted learning, and as a community center.

The 1928 building, in spite of the additions, retains the location, integrity of design, materials, and craftsmanship. The original forms of the one-story south shop wing and the north two-story classroom wing have been maintained in spite of additions, and the partial covering and, in several cases, the replacement of the original window. The 1961 addition is well-defined and a good example of mid-century modern design and use of glass panel, while the 1971 addition, although basic in form and material, retains its original character as a distinct addition to the west end of the 1927 classroom building. The building continues to convey the fundamentals of an educational building; one that holds an important place in its East Central Neighborhood and the educational history of Spokane.

Construction of Spokane's First Modern Junior High Schools

On January 25, 1926, the *Spokane Daily Chronicle (Chronicle)* reported a plan by the city school board to readjust the school units in accordance with the proposed \$600,000 bond issue. A new Arlington building to serve the Hillyard area, an addition to Finch elementary, building a sixroom Wilson school and constructing a "A junior high school building property located on the North and South Sides will relieve both of the high schools." The article continues, "as a form of school organization, the junior high school has the unanimous support of the leading educators."

An article in the February 20 issue of *The Spokesman-Review* told of the need of the "\$990,000 bond issue" (misprinted in tag line, should be \$690,000). Mrs. J. M. Simpson, president of the Spokane school board explained the need for the building improvement proposed in the bond vote scheduled for the March 9 election. The city's three high schools designed for 3800 students were now filled with 4930 students. North Central, Lewis and Clark, and Hillyard high schools were overcrowded. The junior high schools were intended to provide needed classroom space. "Two junior high schools are also proposed, one for 850 students on the North Side and one for 600 on the South Side. Grounds are available for all buildings except the North Side junior high school."

On February 26, 1926 the *Chronicle* editorial opined "All Spokane Will Profit" by passing the \$690,000 school bond. Again, a junior high school, accommodating 600 pupils would be erected south of the river.

On March 5, the "**Education Board Tells How Funds to be Spent**," informed the *Chronicle* in advance of the March 9 bond. The south side junior high would accommodate 600 pupils and cost \$175,000. The five new schools would accommodate 2150 students and cost \$620,000. An additional \$70,000 was allocated to the north side junior high equipment and site purchase.

In a March 11 article in the *Chronicle*, Spokane Schools Superintendent Orville Pratt explained the advantages of the junior high school concept. "Pupils of the sixth grade in the grade schools and students who will attend the new junior high school will now have a better chance for developing leadership and initiative as they will be the oldest members of their respective schools. …" The junior high schools will care for students of the seventh, eighth and ninth grades only." "Attention to the individual student can be paid much more easily than at present while the student will have the opportunity to give more care in planning his senior high school and college courses with the help of a special vocational director."

In more discussion on junior high schools in Spokane, the School Board was working on plans for a comprehensive school system that would ultimately have six junior high schools. As reported by the *Chronicle* on March 13, 1926 with the passage of the \$690,000 bond issue, the board was looking to the future and planning beyond the two schools recently approved to the next group of junior high schools that would meet growing demand. The article revealed that there are "No Real Junior Highs Here," and the proposed north side and south side schools would be the first and follow Tacoma's model.

Nationally, the junior high school was a growing educational movement. Initiated in 1895 in Richmond, Indiana, the junior high movement did not gain acceptance until 1909-1912 when Columbus, Ohio and Berkeley, California organized junior high schools and the number of school districts adopting the concept multiplied. Educators saw this model as an excellent way to correct the numerous ills of the American school system during the early 1900s.

Various factors—social, economic and political--set the stage for the development and growth of the junior high school movement. Writings on adolescence by pioneering psychologist and educator G. Stanley Hall in the early 1905, school building shortage caused by WWI, studies on high school drop-out rates, recommendations for education reorganization by national committees, criticisms by educators on the existing system and others.

During the decade of the 1920s, the number of junior high schools grew precipitously from 100 separate junior high school in 1920 to 1,842 in 1930. Articles on this concept "flooded professional periodicals." By 1930 more than twenty-five books on the junior high school had appeared. Although the onrush of junior high concept slowed down during the 1930s and 1940s, the number continued to increase somewhat. In spite of that, the outlook was good and the concept would adapt to growing needs. (Lounsbury, 1956).

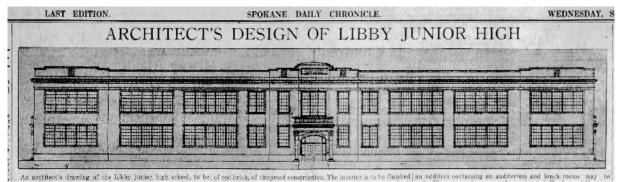
On April 9, 1927 *The Spokesman-Review* reported that the School Board had given official approval to the south side junior high site at Pacific and Haven. Superintendent Pratt presented figures showing the grade schools within a mile radius would supply 500 eighth and ninth grade pupils in the next year; the school will be designed for 500 pupils. The site had been purchased for \$33,000 four years prior and contained seven houses which had been rented out. The houses would be vacated in May and sold by auction.

The next big step in the evolution of the south side junior high was reported by *The Spokesman-Review* on April 1: "**Name Architects to Build School**." The team of R. M. Vantyne and F. O. Hughes were selected after "many executive sessions to thresh out the question of who to employ as architect for the new South Side junior high school." The article noted that the two architects do not office together. Because of board member opposition to Archibald Rigg of Rigg and Vantyne on account of structural issues with Hutton school (big cracks in the walls that were attributed to Rigg's design), the firm split in order to design the south side project.

In the next month, as reported by *The Spokesman-Review* on May 24, 1927, the south side school received its name: Libby, in memory of Professor and Mrs. I. C. Libby. "Mr. Libby for many years taught Latin at Lewis and Clark High School and was respected and loved by pupils and teachers." The north side school was named after Mr. And Mrs. S. G. Havermale. Mr. Havermale had been the county's first superintendent of schools. The article also indicated that Roland M. Vantyne, architect, had submitted and gotten approved the preliminary drawings for the Libby School. The 500-student school would cost around \$175,000 and would be planned for future expansion to house 400 more students when necessary. The architect's final plan drawings were underway, and in July, the school board asked the architects "to hurry them along" in order that construction might be started while the weather was favorable.

On August 9, *The Spokesman-Review* reported that acceptance of the Libby plans had been deferred. Superintendent of Buildings, Frank Williams, would check over the drawings and would report to a special meeting of the school board. The *Review* reported on the 25th of August that a contractor had been selected for the Havermale Junior High, which had been designed by Louis Zittel. Additionally, the plans and specifications had been accepted by the school board and that bids were called, to be submitted by September 12, 1927. "**Bids on Libby School \$197,813**," announced *The Spokesman-Review* in its September 13 edition. A. McLellan was low on the general contract at \$144,482. I. J. Blair was low bidder on plumbing and heating at \$9228; and for electrical wiring, the lowest bid was Inland Electric company at \$15,562. On the north side, work on Havermale had commenced with a steam shovel and six or seven trucks preparing the site.

The newspaper gave a peek at the future Libby Junior High followed on the next day, on September 14, with the *Chronicle* featuring a rendering of the "Architect's Design" of the new school across the top of page 13. A brief description of the building was included in the photo



9. Spokesman-Review Architect Rendering

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caption. "Plans call for a building with 235 feet of frontage, 238 feet deep, with 28,000 feet of floor space. It is to be of red brick, of fireproof construction. The interior is to be finished in fir, with terrazzo floors. The front wing is to be two stories high and the rest is one story. The front will include nine classrooms, and the rear, shops, gymnasium and dressing rooms. In the future, an addition containing an auditorium and lunchrooms may be built." Hughes and Vantyne designed the \$175,000 building. An October 9 report in *The Spokesman-Review* updated construction progress. "The Libby site had been excavated and the pouring of concrete was underway. At Havermale, the entire foundation had been poured. Frank Williamson said that good progress is being made on both jobs." On October 25, *The Review* reported that the Libby school brick contract had been let to American Fire Brick Company. The brick would be a rough brick of light color and called "Masonic Rug Tex."

November 16, 1928 was Libby's dedication: "**Two Programs at New School**," as reported by the *Chronicle*. A photograph of the "Fine New Libby Junior High" accompanied the article. The student body would attend the first ceremony held at 2 o'clock, and the second at 8:30 for the general public would be held in the gymnasium. The Libby orchestra would play for the student opening, and the Lewis and Clark High School orchestra for the evening program. Mrs. R. Rothrock, president of the Libby Parent-Teacher association, and Alex Turnbull, president of the board of education, would speak with H. C. Godfrey Fry, principal, presiding. Dr. G. Allen Coe, professor of education of Washington State College, as the main speaker, would discuss the "Place of the Junior High School in American Education." According to the photo caption, "Masonic rug" faced brick has been used in the exterior construction, and the architectural design is "Colonial Adaptation." The library, woodworking and metal shop rooms were touted as the outstanding features.

The *Spokane Daily Chronicle*, pondering the recent dedication of Libby Junior High School, proffered an editorial in recognizing "**Growing Spokane Will Need More New Schools**." In the November 26 edition, the fact that the opening of the new junior highs did not relieve materially congested conditions at the high school and that the relief has been almost negligible "is a fine indication of the growth of Spokane's school population." It was also noted that the new buildings "meet a real need in the Spokane school system, providing special training for the transition from the grades to the high school period. They serve particularly the eighth and ninth grades and give instruction that is beyond the regular grade course as a preparation for the later high school work."

As the year 1929 closed, the need for a \$1,000,000 bond issue for the board proposed "Big Building Program Beginning in 1930." The school population was continuing to grow. On the list of projects were again Libby and Havermale. "Complete buildings of the Havermale and Libby junior high schools now occupied for the second year." "And, in a few years, a junior high school for the South Side."

The *Spokane Chronicle* lauded Libby Junior High in a November 18, 1938 editorial "**Junior High Fills Big Place**."

Libby junior high school can bring a good report to patrons and other taxpayers on conclusion of its first 10 years of service in Spokane.

Alumni, students and school officials joined this week in exercises recognizing the part the school has played in the educational system. That part has been an important one.

One of the chief benefits has been the softening of the transition between the grade and high schools. It has encouraged many a student to continue his studies into the higher brackets and in so doing has difference between success and failure for an incalculable number of youngsters.

"Libby Junior High School Becomes Progressive Learning Center This Year." The *Chronicle* edition of September 2, 1939 told the story of the schools proposed transformation into a "tryout, information exploratory" school in the true meaning of the word junior high school. Principal H. C. G. Fry made the announcement that Libby will be the center of progressive education under the new system. According to Fry:

Aptitude Experiment

"Chief feature of the plan is to experiment with the aptitudes of its pupils to determine for what subjects they have a natural inclination."

"If the plan is 100 percent successful, every pupil who is graduated from Libby will have determined for what vocation he or she is best fitted. He or she can then follow this course in high school."

"For those who do not wish to experiment to determine for what subjects they are best fitted, we will continue the present general education courses. All students will be required to take English, some form of mathematics and physical education."

The next step in Libby's development came in 1941 when a large cafeteria was constructed on the second floor of the school building. Construction began in February and was expected to be completed about May 15. Bids were called in January for the cafeteria with an expected cost of \$11,000. On February 14, 1941 it was reported in the *Chronicle*, that contracts had been let for a four-room addition to Wilson Elementary School, four new classrooms for Rogers High School, and work was scheduled to begin on the new cafeteria for Libby Junior High School. On March 18, *The Spokesman-Review* reported a building permit issued for a \$10,600 brick and concrete addition to Libby Junior High School. On June 24, a short article reported by *The Spokesman-Review*: "School Edifices Being Improved," listed the cafeteria at Libby as having been completed. "Libby Junior High Proud of Its New Cafeteria," proclaimed the photo caption in the August 31, 1941 edition of *The Spokesman-Review*. The new room had capacity for approximately half the student body, and students would be permitted to eat in it whether or not they purchase food.

The new cafeteria filled a 123-foot by 25-foot void on the rear of the second floor of the main classroom building between the east and west wings. Within this space was a kitchen at the east end with the bulk of the space devoted to dining. Multi-light wood sash windows opened to the south (rear) of the dining room and kitchen. Rigg and Vantyne were the architects for the project (plans - 1/2/1941). Note that the Vantyne was Carl, the son of Roland who had designed the original Libby buildings and passed away in 1938.

"Architects Picked for New Schools" announced The Spokesman-Review on May 23, 1959. The next round of improvements were scheduled for Libby Junior High School. Among the list of projects were the new south side senior high school, and the new northwest junior high school at Alberta and Francis. Three other new junior high schools were already under construction or nearing completion: Glover in the northwest quadrant, Shaw in Hillyard, and Sacajawea in the Manito area. [Sacajawea Junior High School, covering the upper South Hill neighborhoods would supplement Libby in preparing students for Lewis and Clark High School.] Carl W. Vantyne was named architect for remodeling and additions planned for Libby junior high school. Vantyne and Verne C. Chaney of the city school plant department met with the Libby staff on October 5, 1959 to discuss the modernization program. "New Junior High Projects Advanced" was the news reported by the Chronicle in its November 25 edition. The preliminary plans of architect Victor L. Wulff for the new "northwest" junior high school had received full state support, work was progressing nicely on the Sacajawea Junior High project, and according to Superintendent William C. Sorenson, "the state gave approval to preliminary plans prepared by Carl W. Vantyne and approved support in the amount of \$35,449 on the \$204,000 Libby project."

On February 11. 1960, the *Chronicle* provided an update on the Libby project: "Plans for the \$270,000 remodeling and addition at Libby junior high school were presented before a delegation from the Libby district. Architect Carl W. Vantyne said it will take four and a half months to complete the project after the contract is let, probably sometime in May. *The Spokesman-Review* also covered the same projects but provided somewhat more detail about Libby.

"School Board Considers Junior High Problems." Rooters Applaud

A delegation including Libby Principal Carl E. Halvorson formed a "rooting section" at the meeting and applauded the decision of the board in approving a \$270,000 construction and remodeling program for the East Side school. Delegates wore emblems bearing the question, "Why the delay?"

The project includes doubling the size of the gymnasium as presented by Architect Carl W. Vantyne and construction of a cafetorium, band rooms, practice rooms, office facilities and other rooms on the east side of the school between the existing north and south wings.

Other proposed work includes fire safety projects and relighting the entire school.

Vantyne estimated it would take 4-1/2 months to complete if the contract could be awarded in early May.

The following week, on February 18, the *Chronicle* provided a look at what the new east wing would look like in the extensive remodeling planned for Libby. An artist's conception of the new cafeteria and auditorium showed tall glass walls which opened the space to the outside. Additionally, the existing gymnasium space in the west wing would be doubled in size.

"Libby Contracts Let," reported The Spokesman-Review on April 20, 1960.

Contracts were awarded Monday by the Spokane school board to three firms for construction of the new Libby junior high school addition at a total cost of \$285,099. The school board budgeted \$298,990 for the project and according to Superintendent William C. Sorenson, the work should begin soon, with only state approval being needed now on the basis of state aid.

Contracts were awarded, at a special meeting, to Gus J. Bouten Construction Co. for the general contract, \$161,602; D.G. Quinton, electrical, \$32,985, and Senna Service, mechanical, \$65,594.

The project includes a new wing between the metal shop and the main building, which will provide a new music and food service department and a new gymnasium, which will double the present gymnasium capacity of the school."

The Chronicle reported the State's O.K. to the \$36,546 in matching funds for the Libby project on May 3, 1960.

The Spokesman-Review reported the completion and dedication of the Libby addition. On February 11, 1961, "Dedications Scheduled for Schools" were announced. More than \$550,000 worth of Spokane public school construction will be dedicated the week of Washington's birthday. These included the \$285,000 Libby Junior High School addition on February 23 and new Bancroft Elementary on the following night. The February 23 edition previewed the Libby Annex dedication that would take place at 8 p.m. Miss Spokane will extend greetings to those attending the Libby dedication and Architect Carl W. Vantyne will formally present the addition to the school district. The project included a new cafeteria-auditorium, an addition to the gymnasium as well as remodeled space for a new music department.

The year 1962 opened with reports of the school board's next round of school improvements. On January 21, *The Spokesman-Review* reported the two revenue measures that would be submitted to the voters at the February 13 election. A \$4.5 million bond issue would be focused on classroom additions to existing schools, construction of two new schools, and land acquisition for future schools among others. The second vote was a special levy to yield \$2,150,000 for operating expenses. Additions were proposed for both Havermale and Libby junior high schools. A four-classroom addition to Libby Junior High at a total cost of \$74,750, of which \$14,500 would come from the state was needed to meet September 1963 enrollment projections.

The success of the bond vote was reported on February 14, 1962. There was, however, a challenge to the legality of the bond issues which threatened school and state building projects. But, the State Supreme Court, in a decision issued of August 7, 1963, upheld the legality of \$35.75 million in state bond issues. This decision directly impacted \$2 million of school construction in Spokane. Among the projects was the remodeling of Libby Junior High School.

Libby would wait almost a decade before funding was actually in place to build the addition approved by voters in the 1962 bond vote. Finally, "**District 81 on Fund List for \$84,996**," reported *The Spokesman-Review* on January 29, 1970. "The Director of Plant Facilities, Merle M. Hood said that the funds matched with location money derived from the 1962 bond issues would provide an addition to Libby Junior High School." Spokane's project was given priority

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under the "improvement in racial balance," category. The February 26 *Chronicle* reported that the Spokane School Board had adopted a resolution citing the Libby addition, originally prescribed in the \$4 million bond issue of 1962, as necessary if the district is to comply with state laws related to the maintenance of racial balance. Finally, the *Chronicle* reported the announcement of Louis Bruno, state superintendent of public instruction on April 30, 1970 that "An addition to Libby Junior High School, financed locally with \$97,750 from a 1962 bond issue, has been given preliminary approval for state aid." The \$126,778 project to include two homemaking teaching stations, storage and toilet facilities has been approved for \$99,169 in state aid.

It was noted in the Chronicle article that the funds from the 1962 bond issue were insufficient to build the proposed addition and state assistance was needed but had not been granted. With the opening of Sacajawea Junior High School on South Hill, the student body of Libby which now was the in the center of the city's and school district's most socially and economically diverse neighborhood. The East Central Neighborhood had the highest concentration of black and other minorities in the city and it has also been bisected by the construction of Interstate 90 in the early 1960s. In 1969, the Washington State Legislature passed Engrossed Senate Bill No. 737 "Education—State Assistance to School Districts" which provided for state assistance to school districts for the construction and modernization of common school plant facilities. The state board of education would allocate the funds by formula. Section 4(e) provided that additional state assistance would be allowed it is found by the state board of education that the assistance is necessary in order to meet (e) a need for the construction of a school building to provide for improved school district organization of racial balance.

The November 24, 1970 edition of *The Spokesman-Review* portrayed the new Libby addition in an artist's sketch and announced the award of the \$119,670 construction contract to S. G. Morin & Son Inc by the Spokane City School Board. The 4,792 square foot addition would provide a flexible classroom facility and have roof construction of sufficient strength to add a second story in the future. Designed by Spokane architectural firm Sylvester & Associates (E. Norman Sylvester) it was the last of the voter-approved 1962 bond issue. Attached to the west end of the original 1928 classroom building, the one-story structure was relatively plain and constructed of concrete block. The approval of the contracts for the \$132,868 Libby project was approved by the Washington State Board of Education in December 1970.

The new Libby addition was dedicated on Wednesday, November 17, 1971, as announced in a photo caption in the November 11 edition of the *Chronicle. The Spokesman-Review* in reporting the dedication the following day, included a photograph of the two future school board members, Mrs. Judith Alexander and Richard Oakley, who were viewing the dedicatory plaque. In the dedicatory address "Individual difference," "the most dominant reality in American education today," has always been a reality in education, said Dr. L. Ayars, the Spokane school superintendent. In describing the new addition, he stated, "The facilities dedicated include a food lab, a general purpose lab combining clothing and foods and a dining practice room all of which can be combined into one classroom for large group instruction. An observation-dressing room and outdoor child activity area are part of the new addition. Besides the \$133,102 construction cost, \$22,000 was made in equipment. "The Libby addition, though relatively small

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and unpretentious, does constitute one step in 'the mighty reach' to serve the needs of each child regardless of race, creed, socio-economic background, interest, capacity and deficiencies in past achievement," Dr. Ayars said. Dr. Ayars also said the dining practices room will provide "vocationally important experiences in housekeeping techniques and child care and development." Home nursing routines, beauty shop training, hostessing and waitress training and household mechanics are some of the instruction experiences that can be provided in the addition, it was added.

In June 1994, with the completion of Chase Middle School on Spokane's South Hill, Libby Middle School was closed. The school district had allocated \$700,000 from a 1992 bond issue to remodel the vacated building which included an area of 69,000 square feet. Spokane School district officials had been meeting with East Central Neighborhood leaders who were concerned that the closure of the school would contribute to the deterioration of the neighborhood. A planning committee comprised of Spokane Police, YMCA, Spokane Parks and Recreation, East Central Community Center and Martin Luther King Center were represented on the Libby Planning Committee. Input was solicited and a group also worked to plan a teen center as part of the building's function.

In May 1995 the Spokane architectural firm Tan Heyamoto developed plans for the total remodel of the Libby Middle School building, now the Libby Center. Walls were reconfigured and repaired, restrooms were reconfigured, pipes were removed, electrical and lighting systems were updated, interior trim, countertops, tack and chalk boards were replaced, wood, vinyl and terrazzo floors were repaired and cleaned. Most of this work took place in the 1928 classroom wing (north building) and the 1971 addition.

Libby Center was transformed into a professional learning center for summer classes and school district teaching-faculty training. It also functioned as a teen center—a gathering point for sports, dances, counseling, vocation/college information, or just hanging out. *The Spokesman-Review* in a March 6, 1997 feature, told of the transformation: "Vintage school building has become Libby Center, an activity focal point for the East Central neighborhood." "Libby Center is slowing perfecting its split personality."

Retired in 1993, after 65 years of service as a junior high and middle school, the handsome, buff-colored brick building in the East Center neighborhood has since been refurbished and reborn. And in the 18 months since is post-retirement reopening, Libby Center has assumed several new roles.

Today, it is home to School District 81 programs for both gifted and developmentally impaired students, and to the school district's Homework Support Center. In summer, it houses the East Central Community Center's activity program for children. And Libby Center regularly hosts such community groups as the Men's African American Academy.

Soon, it will embrace an ambitious new role. A long-awaited teen center is scheduled to open at Libby Center later this month.

Libby Center currently serves through Tessera and Odyssey, as the gifted education center for District 81; as the staff development center for SPS staff training; as well as the language immersion programs offered by the district.

Architects <u>Rigg and Vantyne Architects – Roland M. Vantyne and Carl W. Vantyne</u>

Roland M. Vantyne was born in 1887 South Dakota and died on November 26, 1938 in Spokane. He attended the Buffalo Polytechnic Institute and was trained in business. He then worked for several architects in Buffalo and in Minnesota before moving to Spokane and becoming a draftsman for Albert Held and Julius Zittel. In 1919 he joined in partnership with Archibald Rigg to form Rigg and Vantyne Architects. The new partnership may have been formed to take on the work of designing over 50 buildings at Greene Park Amusement Park in Tacoma for the U.S. Army. For the Greene Park development, Rigg & Vantyne opened an office in Tacoma to coordinate the firm's designs with local contractors, Pratt & Watson. Their most notable design at the Park was the Red Shield Inn (1919); a Swiss Chalet inspired structure which now serves as a military museum for Joint Base Lewis-McChord.

Other projects back in the Spokane area included the Salvation Army Headquarters Building (1921); Hutton Elementary School (1921); the Masonic Temple and subsequent enlargements; the Idaho State Tuberculosis Sanitarium (1922) in Payette, ID; the Science Hall/Abelson Hall (1935) at WSU; KFPY Radio Station Building (1936); and Shriner's Hospital for Crippled Children (1938). As the sole architect, Vantyne also designed the Libby Junior High school, built in 1928. The school board requested that his partner, Archibald Rigg, be excluded over issues with Hutton Elementary School. [The Spokane Register Nomination for Hutton Elemental School provides a discussion of the Archibald Rigg issue with the Spokane School Board under the heading "Gable Roof Reveals Problems." After completion of the school structural defects in the gable roof began to appear (first such roof type used for a school in Spokane). In 1928 the board asked Rigg and contractor to resolve the deficiencies; a special meeting was held, and architects Wells and Whitehouse were engaged by the board to evaluate the defects in the roof structure. Although the problem was resolved, Rigg had lost favor with the Spokane School Board.]

When Roland Vantyne passed away suddenly in 1938, Rigg continued the firm. Projects during this phase of his career included the Engineering Laboratory Building (1942) at WSU Pullman; the Edgecliff Tuberculosis Sanatorium; the Riverside Mausoleum (1954); Cheney & Harriet Cowles Library at Whitworth College, additions to Emerson and Columbia Schools (1951); and City Light Building (1952) in Grand Coulee.

Eventually Roland Vantyne's son, Carl, was named partner in 1957 after previously serving as an associate (1950-1957). The name of the firm was then changed back to Rigg & Vantyne.

Carl William Vantyne was born in Spokane in 1918, graduated from Lewis and Clark High School, and was a World War II Army veteran. In spite of not having attended college he worked as an associate then as partner with Archibald Rigg, his father's former partner. In his work at the Fairmount Memorial Park in northwest Spokane, Carl Vantyne designed the Garden Crypt Mausoleum in 1957 and 1970, Sunset Chapel and Mausoleum, and the Temple Court Crypts in 1965. In 1959, he opened his own practice and designed the 1961 addition to Libby Junior High School. Other works included the conversion of the downtown Spokane Sear's building to the Comstock Library (1962), Harriet Cheney Cowles Memorial Library at Whitworth University (1967), Sacred Heart Medical Center (1972), J.C. Penney building (1972), Shriner's Hospital Isolation ward (1977), and the first River Park Square shopping mall, skywalks, and parking garage (1974 and 1978). He was on the board of the Fairmount Memorial Association through 2001. He died in Spokane on November 28, 2003 at age 85.

E. (Ernest) Norman Sylvester, Architect - 1925-1986

Architect E. Norman Sylvester, designer of the 1971 addition, was born August 28, 1925 in Portland, Oregon and attended North Central High School in Spokane. Following service in the Army during World War II in Italy, England, Germany and France, he took architectural and engineering studies at Biarritz American University in France and graduated from Washington State University. Arriving in Spokane in 1946, Sylvester worked as a draftsman for Dean L. Donaldson and G. A. Pehrson and for Victor Louis Wulff from 1947 to about 1962. During that period, he became a registered architect in 1954, his work was published in *Architectural Forum* in 1955, and he won the 1956 Chapter Honor Award from the Spokane AIA chapter. In 1962 he formed a brief partnership with Laurel E. Carlsson, after which he formed his own firm. He designed Spokane Fire Station No. 18 in 1970, using concrete block as his finish material. In 1971 he collaborated on the design of the 14-story Washington Mutual Building in downtown. He designed several Spokane Bank branches, office buildings, school building remodels, singlefamily houses, and apartment buildings.

In 1959, he was awarded a patent for a "Solar Penetration Indicator," a device to measure solar penetration in a building using a scale model. In addition to his architectural practice, Sylvester and his wife Evelyn brought Boehm's Candy Kitchen to Spokane and were among the original founders of the 49 Degrees North Ski area, and he was active in Spokane civic affairs including the Inland Empire Industrial Exposition, and Spokane County Building Code Board. Sylvester was killed in 1986 when his private plane crashed near Republic, Washington on the way home from a job site.

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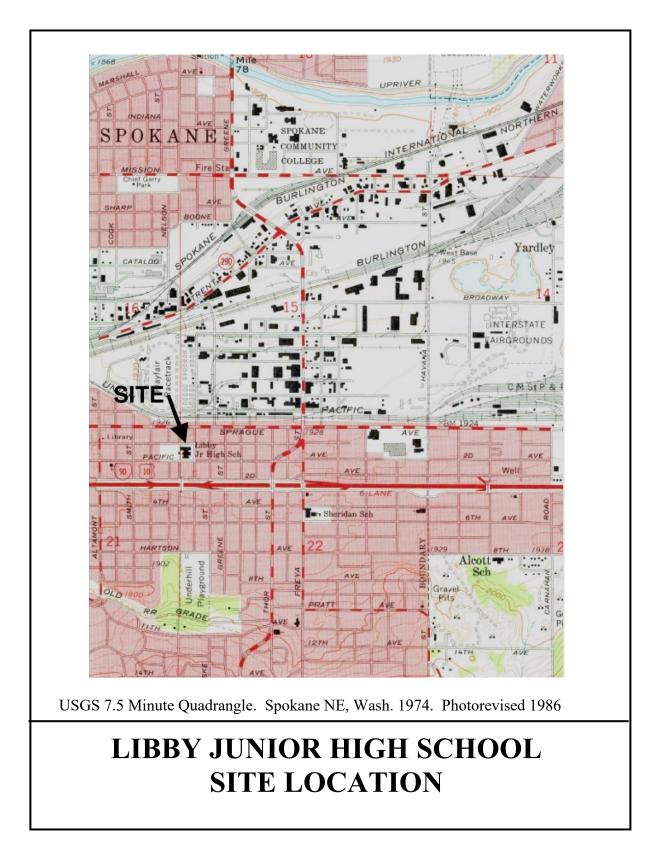
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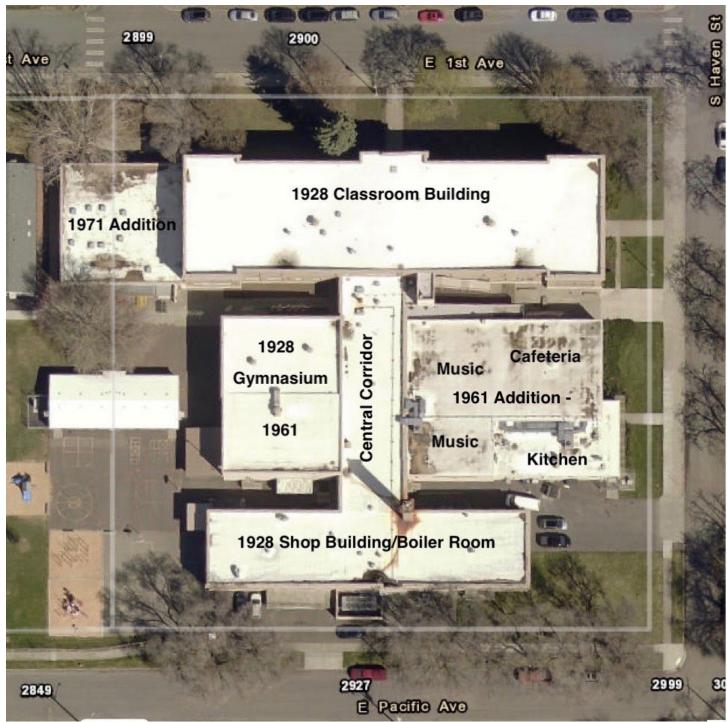
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MAPS, PHOTOS, DRAWINGS

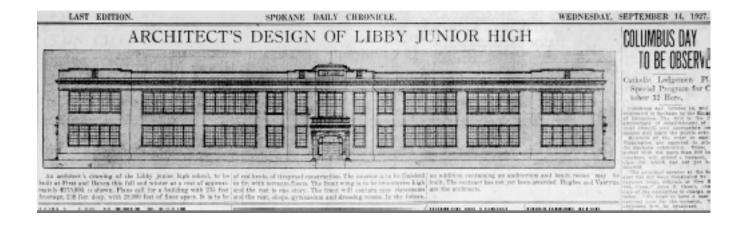


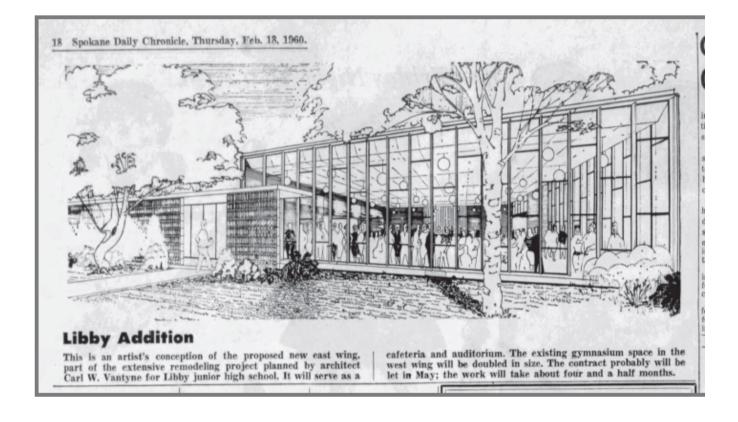


Spokane city map – 2021

LIBBY CENTER – 2900-2912 EAST FIRST AVENUE

Spokane City/County Register of Historic Places Nomination Continuation Sheet Libby Junior High School Section 12 Page 4







1928 Classroom building front (north) facade - main entry, looking south



1928 Classroom building--northeast corner of 1928 building, looking southwest

Spokane City/County Register of Historic Places Nomination Continuation SheetLibby Junior High SchoolSection 12Page 6



1928 classroom wing - east facade, looking west



1928 classroom wing - southeast corner, looking northwest



1928 shop wing - south facade main entry, looking north



1928 Classroom building - south wing, looking northwest



1961 Addition - east wing kitchen and cafeteria, looking west



Southwest corner - 1928 shop wing, 1961 gym addition, 1928 gymnasium



1928 building and 1971 addition - juncture, looking southeast



1971 addition - southwest corner, looking northeast

Spokane City/County Register of Historic Places Nomination Continuation Sheet Libby Junior High School Section 12 Page 10



West side-looking northwest across playfield at portable classrooms, 1928 and 1961 facades

SPOKANE Agenda Sheet for City Council Meeting of:		Date Rec'd	8/2/2021
08/16/2021		Clerk's File #	OPR 2021-0531
		<u>Renews #</u>	
Submitting Dept	HISTORIC PRESERVATION	Cross Ref #	
Contact Name/Phone	MEGAN DUVALL 625-6543	Project #	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0470-LEWIS & CLARK HS NOMINATION TO THE REGISTER OF HISTORIC PLACES		

Agenda Wording

Recommendation to list the Lewis & Clark High School, 521 W 4th Ave, on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Lewis & Clark High School has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

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
Division Director	BECKER, KRIS	Council Sponsor
Finance	ORLOB, KIMBERLY	Distribution List
Legal	PICCOLO, MIKE	mduvall@spokanecity.org
For the Mayor	ORMSBY, MICHAEL	sbishop@spokanecity.org
Additional Appro	vals	gregoryf@spokaneschools.org
Purchasing		

Findings of Fact and Decision for Council Review Nomination to the Spokane Register of Historic Places

Lewis and Clark High School – 521 W 4th Avenue

FINDINGS OF FACT

- 1. SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."
 - Completed in 1912 with significant additions, demolitions and remodels in both 2001 and 2020, Lewis and Clark High School meets the 50-year age criteria established for listing in the Spokane Register of Historic Places.
- 2. SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D).
 - Under Category A, Lewis and Clark High School is historically significant under Category A for its direct contribution to the broad pattern of educational development in Spokane.
 - Three schools have existed on the site of Lewis and Clark High School. The wood-framed Central School that housed all grades was erected in 1883. This structure was moved to another site and Spokane High School was completed in 1891. At the completion of North Central High School in 1908, the building was renamed "South Central High School." After a fire in 1910 that destroyed the school, architect L.L. Rand designed the Collegiate Gothic Lewis and Clark High School which was completed in 1912.
 - Changes to Lewis and Clark occurred rather recently the first major renovation/remodel of the school took place in 2001. That project removed the 1964 E.L. "Squinty" Hunter Field House as well as the 1908 Administration (aka Annex) Building which was located to the east of the historic school building. A new gym was constructed across Stevens Street, connected to a new addition to the historic building by skywalk. In 2020, a new Commons and classroom building was constructed where the previous gym had been. While controversial when first proposed, the 1912, Lewis and Clark High School still remains as the primary focus of modernization and expansion dictated by a growing population of students in Spokane.
 - Under Category C as a resource that embodies the distinguishing characteristics of its type and period of construction as well as its association with a master architect.
 - Loren L. Rand was one of Spokane's master architects. Even though most of his schools have been demolished, Rand was the premier architect of Spokane's early elementary schools and also designed Lewis and Clark High School.
 - Rand originally planned to use parts of the burned South Central High School in the design of the new school building, but ultimately provided an up-to-date, completely new Collegiate Gothic style design for the building. Inspired by the great universities in England in the Collegiate Gothic style, as adapted for high schools, the building is an important example of Rand's work. Although Lewis and Clark has been altered over the years, with a major renovation and additions in 2001 and an addition in 2019-2020, the original classroom building retains integrity of location, design, materials, setting, and workmanship.
 - The school is an outstanding example of early public school architecture in Spokane and is one of only two standing historic high school structures from Spokane's earliest days of educating youth.
- **3.** SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association." From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain,

however, the essential physical features that enable it to convey its historic identity."

- Lewis and Clark High School retains good integrity in terms of its location, setting, design, workmanship, materials, feeling and association.
- 4. Once listed, this property will be eligible to apply for incentives, including: Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated Lewis and Clark High School according to the appropriate criteria at a public hearing on 7/21/21 and recommends that Lewis and Clark High School be listed on the Spokane Register of Historic Places under Categories A and C.

<u>After Recording Return to:</u> City of Spokane Clerk 808 W Spokane Falls Blvd Spokane, WA 99201

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

RAILROAD 2ND ADD ALL OF BLKS 82&83 INC VAC ALLEY WITHIN BLK83

Parcel Number(s) 35191.4002, is governed by a Management Agreement between the City of Spokane and the *Owner(s)*, Spokane School District #81, of the subject property.

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on ______. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No.______.

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated:

Dated:_____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **21st** day of **July 2021**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Spokane School District #81** (hereinafter "Owner(s)"), the owner of the property located at **521 West 4th Avenue** commonly known as **Lewis and Clark High School** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. <u>CONSIDERATION</u>. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. <u>COVENANT</u>. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties. 3. <u>ALTERATION OR EXTINGUISHMENT</u>. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. <u>PROMISE OF OWNERS</u>. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. <u>HISTORIC LANDMARKS COMMISSION</u>. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.

Owner	Owner	
CITY OF SPOKANE		
HISTORIC PRESERVATION OFFICER	MAYOR	
Megan M.K. Duvall	Nadine Woodward	
ATTEST:		

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF _____)
Ss.
County of _____)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of ______, personally appeared _______, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____(he/she/they) signed the same as _____ (his/her/their) 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 ______, residing at ______ 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 NADINE WOODWARD, MAYOR 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_____

Attachment A

Secretary of The Interior's Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Spokane Register of Historic Places Nomination

Spokane City/County Historic Preservation Office, City Hall, Third Floor 808 Spokane Falls Boulevard, Spokane, Washington 99201-3337

1. Name of Property

Historic Name: Lewis and Clark High School And/Or Common Name: LC High School

2. Location

Street & Number: 521 West Fourth Avenue City, State, Zip Code: Spokane, WA 99204 Parcel Number: 35191.4002

3. Classification

Category	Ownership	Status	Present Use	
⊠building □site	⊠public □private	□occupied ⊠work in progress	□agricultural □commercial	□museum □park
□structure	□both		⊠educational	□residential
□object	Public Acquisition	Accessible	□entertainment	□religious
	\Box in process	⊠yes, restricted	□government	□scientific
	□being considered	\Box yes, unrestricted	\Box industrial	\Box transportation
		□no	\Box military	□other

4. Owner of Property

Name: Spokane School District #81 Street & Number: 200 North Bernard Street City, State, Zip Code: Spokane, WA 99201 Telephone Number/E-mail: Mark Anderson – 509-354-5900 (contact)

5. Location of Legal Description

Courthouse, Registry of Deeds Street Number: City, State, Zip Code: County: Spokane County Courthouse 1116 West Broadway Spokane, WA 99260 Spokane

6. **Representation in Existing Surveys**

Title:Lewis & Clark High SchoolDate:11/30/2001Federal XStateCountyDepository for Survey RecordsSpokane Historic Preservation Office

y Local

7. Description			
Architectural Classification	Condition	Check One	
(see nomination, section 8)	□excellent	□unaltered	
	⊠good	⊠altered	
	□fair		
	deteriorated	Check One	
	□ruins	⊠original site	
	□unexposed	moved & date	

Narrative statement of description is found on one or more continuation sheets.

8. Spokane Register Criteria and Statement of Significance

Applicable Spokane Register of Historic Places Categories: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:

- A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- \square B Property is associated with the lives of persons significant in our past.
- C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- D Property has yielded, or is likely to yield, information important in prehistory history.

Narrative statement of significance is found on one or more continuation sheets.

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property: approximately two acres Verbal Boundary Description:

Verbal Boundary Justification: The nominated property is within the block bounded by Fourth Avenue on the north, vacated Howard Street on the west, Fifth Avenue on the south, and Stevens Street on the east.

11. Form Prepared By

Name and Title: Jim Kolva Organization: Jim Kolva Associates LLC Street, City, State, Zip Code: 115 South Adams Street, Spokane, WA 99201 Telephone Number: 509-458-5517 E-mail Address: jim@jimkolvaassociates.com Date Final Nomination Heard : July 21, 2021

12. Additional Documentation

Map:

Photographs:

13. Signature of Owner(s)

13. Signature of Owner(s)

Greg Forsyth

14. For Official Use Only:

Date nomination application filed: June 30, 2021

Date of Landmarks Commission Hearing: July 21, 2021

Landmarks Commission decision: Approved

Date of City Council hearing:

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of the Spokane City Council as set forth above.

Megan Duvall City/County Historic Preservation Officer City/County Historic Preservation Office Third Floor – City Hall 808 W. Spokane Falls Blvd. Spokane, WA 99201

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Date

Nomination Signature Page - LC

Final Audit Report

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DESCRIPTION OF PROPERTY

Description - Summary

Fronting Fourth Avenue, the 1912 four-story red brick and crème terra cotta Collegiate Gothic style building presents a stately visage as it dominates the views along the street. The building is constructed of load-bearing unreinforced brick with a steel and concrete interior structure. Crisply articulated and lavishly detailed, the central clock tower immediately draws attention as it steps above the terra cotta capped parapet wall. At the base of the tower, the main entry is framed by an elaborate gothic arch ensemble that encompasses three stories and terminates at a blind arcade marking the top of the third story. The arcade supports a cornice course and three sculpted terra cotta gargoyles reaching to the crowning pediment that frames a wrought iron clock face. The front façade is symmetrical and composed of the centered main entry tower, flanked on each side by two buttress-defined bays that extend to the projecting square corners that anchor the ends of the façade. Within each of the bays and the corners are four bands, each containing five double-hung windows that present a strong horizontal component to balance the verticality of the tower, buttresses, and corners. A flat roof is behind the crenelated terra cotta parapet cap.

In spite of additions to the east and west sides, the building retains a high degree of architectural integrity in its original location, design, materials, workmanship, character, and association with its continued use as a public high school. The original north (front) and south facades appear virtually the same as originally constructed. The 2001 east addition replaced the separate but adjacent historic Administration Building by being attached to and covering the majority of the historic east façade. The 2020 west addition is a separate wing attached by a two-story glass panel corridor that connects to the northern entry of the west façade, the only point at which the addition touches the historic west façade.

Context and Site

The area in which the historic Lewis and Clark High School is sited is on the lower slopes of Spokane's South Hill just south of the downtown business core. Large-scale buildings and structures surround the historic campus, including Deaconess Medical Center west of Wall Street, the Cooper-George (1942, SRHP) high rise apartment building at the southwest corner of Fifth Avenue and Wall Street, a five-story medical office building (2004) to the south between Wall and Howard streets, and three 1910-1912 apartment buildings along the south side of Fifth Avenue between Howard and Stevens Streets. The Knickerbocker Apartments (1911, NRHP, SRHP) occupies the southeast corner of Howard and Fifth Avenue. Adjacent to the east is the Fifth Avenue Flats (1910, SRHP), a parking lot, and the former Plaza Hotel/Avon Hotel (ca. 1910), three-story brick, on the corner of Fifth Avenue and Stevens Street. The Lewis and Clark campus reaches across via a skywalk to the east side of Stevens Street and the 2001 fieldhouse addition and playfield. The elevated concrete viaduct of the 1960s Interstate 90, with parking beneath, occupies the entire the north side of the campus and obscures views of the high school from the downtown area; indeed, the building does not come to view until one emerges from beneath the I-90 viaduct at Fourth Avenue at either Stevens or Wall streets (except for the terra cotta framed clock face).

The historic Lewis and Clark High School campus is bounded by Fourth Avenue on the north, Wall Street on the west (the vacated Howard Street, that once split the campus, forms the west boundary of the historic building), Fifth Avenue on the south, and Stevens Street on the east. The Lewis and Clark campus, expanded and modified in 2001, covers a greater area than the historic classroom building. Additionally, a new building addition with classrooms, kitchen and cafeteria was recently constructed in 2020 west of the historic building on the western half of the campus (location of the former Squinty Hunter Field House that was razed in the 2001 expansion project).

In the 2001 expansion, a classroom addition that replaced the historic administration building was built on the east side of the 1912 building. Additionally, an overhead skywalk that connected to the original building's northeast corner above the historic entry, was built across Stevens Street to connect a new fieldhouse that was built across Stevens Street to the east. This building occupies the block south of Fourth Avenue between Stevens Street and Washington Street, the eastern campus boundary. A new grass turf play field was also constructed on the remainder of the block, with Fifth Avenue as the southern boundary. Additionally, approximately the western 3/4s of the block to the south, bounded by Stevens, Washington, Fifth and Sixth was acquired by the school district and developed as an athletic field.

The site of the original high school is a 300-foot-square block that was bounded on the west by the now-vacated Howard Street, south by Fifth Avenue, east by Stevens Street and north by Fourth Avenue. The broad front steps ascend in three landings from Fourth Avenue to the front door of the school. The contour of the site itself elevates the building creating an imposing edifice that commands attention. Red brick provides the field into which terra cotta elements have been embedded to create a rich and inviting façade. Rising from the terra cotta ground floor base, the façade becomes red brick with terra cotta water tables, sill courses, quoins, drip moldings, square panels, rosettes, crenels, coping, and finials.

The footprint of the historic Lewis and Clark is essentially a rectangle with projecting bays at the corners and the front clock tower and main entry. The east façade of the northeast corner has a more pronounced projection that those of the other corners. The roof is flat and covered with an elastometic fabric and penetrated by two rectangular light wells and various HVAC equipment. The symmetrical 2001 addition fills in the east side and projects about 52 feet from the east façade of the historic building.

The landscaped site is generally flat but slopes down to the northwest from an elevation of 1964 feet in the southeast corner to 1932 feet in the northwest corner. A concrete and stone retaining wall that wraps the southeast corner and the rusticated basalt wall fronting along the north facade reduces the ground slope. Also, the basement is below grade in a well, along the south side and at grade along the north side. A concrete walkway along the Howard Street alignment declines with slope and steps from 1946 feet to 1934 feet, over a distance of 300 feet.

The front and portions of the rear retaining walls date back to the original South Central high school that burned in 1910. Beginning at the northeast corner of the campus are two granite gateposts with pyramidal-shaped sandstone caps. From the westerly gate post the mortared, rusticated basalt wall capped with a sandstone coping extends west to the centered main entry of the building, opens, and continues to the northwest corner.

The original fountain, donated by the class of 1910 just before the fire which razed the building has been placed in the courtyard area at the juncture of the cafeteria and corridor to the historic classroom building. A circular granite bowl about eight feet in diameter, the fountain has a central water spout and is supported by a round granite pedestal. ("In defiance of all the havoc near it, the new fountain placed on the school grounds by the graduating class that left the school this month, continued spouting the little stream of water that fell in a spray in the huge granite bowl." - *Spokane Chronicle*, June 21, 1910)

Description of the Historic Lewis and Clark High School Building

The front (north) façade of the classroom building sits back about forty feet from the low granite wall that edges the campus boundary. On a low embankment, the red brick building rests upon a granite and white terra cotta base from which it rises three stories. Because of the site's slope, the granite foundation and terra cotta basement are fully exposed along the north side to create a four-story façade, although, the basement floor is slightly below the landscaped grade and the granite base course functions as the sill for the window assembly. The composition of material and form exhibited on the north façade are carried through on the east, south and west facades. Projecting about 18 inches beyond the façade plane, is the granite foundation composed of large hewn

rusticated blocks and a cut honed granite base from which the white terra cotta basement wall rises. Both courses are beveled and act as dripstones to divert water from the building wall.

The front façade is symmetrical and composed of the centered main entry/clock tower, flanked on each side by classroom wings composed of two window bay segments anchored on each end by projecting square corners. The two



1. North facade, Lewis and Clark High School

middle window bays are recessed relative to the central tower and end wings. The middle window bays of each of the wings are divided by flat brick piers, suggesting gothic buttresses.

Approached by a broad straight run of twenty-three steps and three landings (bottom two runs are concrete, top run is granite), the main entry and central tower present an imposing portal at which to enter the hallowed halls of education. Landing about midway between the ground-basement floor and the first floor, the entry opens to a vestibule within the building that continues via more steps to the first (main) floor.

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The central entry tower is an elaborate composition of creme terra cotta and red brick, festooned by terra cotta gargoyles and topped with a clock tower. The tower projects about ten feet from the façade plane and is composed of a pair of brick buttresses that flank and frame each side of the lavishly-detailed crème terra cotta field that rises from granite footings of the landing to the crown of the stepped pediment. A pointed arch of colossal order rises three stories to frame the entry, and the triple window arrays of the second and third floors. The arch supports an arcade band of



2. Tower detail north facade showing gargoyle and clock.

pointed arches, a wide belt course in which three gargoyles are engaged, and an elaborate pediment. pediment composed of recessed vertical panels, the pediment is a battlement with four pairs of double arcades, two crenels over a quatrefoil panel that bracket the round face of the clock above which are stepped arcade panels terminated in a short segmental arch pediment.

The double wood and glass panel doors and lattice transom window are framed by an elaborate terra cotta compound Tudor arch topped by a foliated point. In a ribbed panel above the arch is a terra cotta banner "LEWIS AND CLARK HIGH

SCHOOL." The heavy wood doors are each composed of four vertical recessed panels with glass panel uppers. Wide wrought iron bands extend from the exposed side hinges to triangular points at the inside edges of the doors. Within and taking the form of the arch is a transom window with a tracery of eight vertical pointed arch lights with seven inset lights above.

Essentially each three-bay wing is divided horizontally into four layers and joined by the vertical thrust of the central clock tower. The prominent corner bays are formed on the interior and exterior corners by a compound brick pier that projects out in three steps to articulate the façade corners. The corner bays carry the same horizontal element but project forward of the wall plane and are terminated by a stepped pediment centered between the corner finials. The piers dividing the bays are composed of terra cotta on the basement wall and, above the beveled terra cotta drip course, brick through the upper three floors to terminate in terra cotta caps and finials that extend above the parapet wall. At the sill course of the third floor, a terra cotta drip molding



3. Front entry showing stairs, front doors and tower.

projects from the buttress face and at the juncture of the parapet wall the terra cotta finial projects to the same edge as the drip molding of the third floor.

The wall planes are slightly inset from the faces of the buttresses and rise from a tooled granite foundation, crème terra cotta blocks framing the window band on the basement, and a terra cotta drip molding separating the basement and first floors. The first and second floors are unified by a continuous brick field with the five-sash window bands of both floors being framed by terra cotta quoins along the outsides and a molded terra cotta header course to articulate the tops. The first-floor window sash rests on a wide terra cotta sill course while the second-floor windows and terra cotta sill course are set above slightly recessed, molded terra cotta-framed-brick panels that, with the pattern of the terra cotta quoins, form an "I" pattern below each window. Centered in the brick field above the second-floor window head—molded flat terra cotta with half-round label--and corresponding to the thick molded mullions separating the sash are inset terra cotta panels about 12-inches-square.

Separating the brick fields of the second and third floors is a narrow, molded terra cotta string course that extends to and across the framing buttresses. The window band is framed on the bottom by a wide, flat terra cotta sill course, jambs of terra cotta quoins, and a terra cotta head with half-round terra cotta label molding. At the top of the third-floor wall is a composite curved terra cotta molding composed with a projecting torus topped by a wide flat band. Below the torus and equally spaced between the buttresses are three terra cotta rosettes. The terminating parapet wall is brick with a triangular molded terra cotta coping in which are two widely spaced crenels.

As described above the parapet of the corner wings are composed, between the buttress finials, of a two-step pediment with rounded top, flanked by a crenel on each side. A flat terra cotta block is between the molding of the crenel and molding band at the juncture of the third story and parapet walls, and a diamond-shape terra cotta panel is in the brick field below the pediment. Three rosettes are within the molding band aligned below the crenels and pediment.

Within each of the window bays are five sets of one-over-one aluminum-clad wood sash divided by thick round-edge mullions for each of the basement and upper three floors. Note: the double-hung wood windows were replaced in the 2001 remodel with the one-over-one aluminum-clad sash with thermal and sound insulating glass.

A flat roof is behind the crenelated terra cotta parapet cap.

West Façade

The west façade reveals the site's slope down to the north as the exposed terra cotta basement wall appears to rise about one-half story in height relative to the landscape from the south corner which is partially obscured to the north corner which is fully exposed. The symmetrical façade is divided into eight bays divided by square brick piers: from north (front, northwest corner) to south is a corner window bay with a band of five one-over-one sash, an entry bay with a band of three one-over-one sash, five window bays with bands of five one-over-one sash, an entry bay, and corner window bay (rear, southeast corner). As with the front/north facade, the window bays are divided by square piers, terra cotta on the basement wall and, above the beveled terra cotta drip course, brick through the upper three floors to terminate in terra cotta finials that extend above the parapet

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wall. The wall sections of the windows bays are configured and detailed identically to those of the front using brick and terra cotta patterning to frame the band of five sets of double-hung aluminum-clad wood sash (originals replaced).



4. West facade before 2020 addition.



5. West elevation, after addition 2021

second floors. A Tudor arch with the apex of the extrados melding into the top of the panel frame surrounds the wood and glass panel doors and tracery transom window. The doors and sash are the same as the main entry, and northwest entry (removed during 2020 addition to accommodate connecting corridor).

The northwest entry is now within the two-story enclosed metal-frame-glasspanel corridor that connects the 2020 kitchen/cafeteria/classroom addition. The connecting corridor required the Within the two entry bays are three sets of one-over-one aluminum-clad sash on the third and four floors over the double-door entries of the first floor. The entry landings, as with the main entry on the north façade, are midway between the basement and the first-floor level. These entry bays are emphasized by slightly projecting the wall plane and buttresses and terminating the wall similarly to the end wings with a stepped pediment flanked by terra cotta molded crenels and finials atop the buttresses. The detailing is identical to the north side of the end wings, but compressed-rosettes, diamond panel, crenels with terra cotta block below. The entry, though not as lavish as the main front entry, is richly appointed terra cotta. The terra cotta that clads the basement level wraps around the buttresses up to the drip course. The flat field between the buttresses is clad with terra cotta that extends to the juncture of the first and



6. Northwest corner showing connection to 2020 addition.

removal of the original concrete stairs – eighteen steps and concrete buttresses and wrought iron railings, doors, and transom window (transom incorporated into the wall of the classroom building

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just inside the hallway). The new corridor is two-level, the lower accessing, at grade, the basement/ground floor level, and the upper accessing at floor level, the first floor.

The 2020 commons/kitchen and classroom addition is west of the main classroom building (former location of Squinty Hunter field house) and connected by a the corridor as described above. Prior to the construction of the addition and corridor, the sidewalk and plaza ran along the west side of the historic classroom building on the vacated Howard Street. This pathway has been closed and a wrought iron fence along the southern boundary of the campus restricts public access to the building and yard area.

The southwest entry is approached three concrete steps flanked by square rough-hewn granite gate posts and short concrete walkway to a straight run of four granite steps and landing. Two-inch pipe railings flank the walkway and approach stairs. The composition of material and detail is the same as described for the original northwest entry. The heavy wood doors are each



7. 4th Avenue, looking east at the 2020 addition - historic building further east.

composed of four vertical recessed panels with glass panel uppers. Wide wrought iron bands extend from the exposed side hinges to triangular points at the inside edges of the doors. Within and taking the form of the arch is a transom window with a tracery of eight vertical pointed arch lights with seven inset lights above.

South Façade (Rear)

Because the surrounding grade slopes down from rear to front (down to the north) and from east down to west concrete and stone retaining walls are along the north edge of Fifth Avenue and west edge of Stevens Street to form a "moat" separating the street from the school building. An asphalt-paved service lane accessed from the west end extends along the upper half of the basement wall to the southeast corner which houses mechanical equipment.

The rear façade continues the same pattern and detailing as the front and west facades. The southwest and southeast corner bays project slightly and are terminated by a stepped pediment. Between the pronounced corners are five identical bays comprised for four bands of five-sash wall segments separated by square brick buttresses. The sash in one-over-one aluminum clad. The terra cotta detailing is the same as previously described for the north façade.



8. South elevation, 5th Avenue.

A tall square chimney rises from the interior edge of the southeast corner of the historic 1912 building. The verticality is emphasized by the triple-corner brick coursing, recessed vertical panels rising through the middle of the shaft faces. The shaft is terminated by a corbeled brick capital with half-round terra cotta base molding, brick field with square inset terra cotta panels—three in each face—a half-round-molded terra cotta cornice with rosettes, and square terra cotta cap.

The south end of the 2001 addition is set back from the south plane of the historic building to the juncture of the corner wing. Approximately six feet from the east wall is an elevator tower, a flat narrow brick wall (about 10 feet wide by 15 feet deep), that rises to the top of the third story wall of the historic building. A projecting cast concrete cavetto cornice aligns with terra cotta belt course that separates the third floor and parapet wall. The main addition wing is set back further north and filling the corner notch is a four-level stair tower that is inset from the flanking wall planes and slightly lower in elevation. The short wall separating the elevator tower from the historic building (internally, a hallway running between the east side of the historic building and 2001 addition) is glass panel as is the stair tower that fills the corner between the elevator and the solid brick wall of the classroom addition. The stair tower and classroom wing are terminated by cast concrete cavetto cornices.

East Façade

The east façade is dominated by the 2001 addition which replaced the historic 1908 Administration Building. The overall east façade is composed of the northeast and southeast corner wings of the original building and the attached 2001 three-classroom-wing which extends east from the original wall plane about 52 feet and is 95 feet long. At each end of the classroom wing are brick and glass panel (aluminum curtain wall) stair towers that are lower in elevation than the classroom wing. The curtain walls are configured in two bands of four vertical sash separated by a double band of horizontal glass panels. Double-aluminum-frame glass panel doors

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access the stair tower at basement grade level. The classroom addition and flanking stair towers are lower in elevation than the historic building and allow the detailed parapet wall to remain visible (although from a distance). The modern addition includes detail elements in cast concrete which emulate the historical terra cotta elements of the original building. These are described in the following.

The façade, like the south side, is in a "moat" that becomes shallower as Stevens Street descends



9. South east elevation along Stevens and 5th Avenue.

from Fifth to Fourth avenues. At grade level, the addition matches the historic building levels and rises from basement to third floor. Each floor is configured similarly with three bays each with four one-over-one aluminum-clad sash windows. Square brick buttresses topped by beveled cast concrete drip stones rise from the cast concrete basement wall (to the sill line of the third-floor window bays. Detailing within the red brick wall is provided by cast concrete sills that are continuous and encompass the four sash units (cast concrete emulates the terra cotta of the historic classroom building). The

sills extend about six inches beyond the outside jambs to a six-inch-square inset concrete tile. The hood molds framing the top edge of the windows project from the wall and also extend beyond the jambs to intersect a vertical six-inch-wide flat cast concrete molding that drops down twelve brick courses. Within the brick field between the second and third floor windows are five cast concrete tiles, six-inches square, that correspond to the outside jambs and mullions dividing the sash. The walls of the classroom wing and flanking stair towers are terminated by a cast concrete cavetto cornice.

At the north end of the addition and the north stair tower is a narrow gap between the stair tower and historic eastward projecting wing of the northeast corner. A glass curtain wall fills the gap to form the outside wall of the hallway between the historic east façade and 2001 classroom wing.

Projecting from the second story of the historic northeast entry bay is a skywalk that was added in the 2001 addition project to connect with the Hunter fieldhouse on the east side of Stevens Street. A short segment of glass curtain wall skybridge connects the historic building with an intermediate brick tower through which it passes and continues supported by a semi-circular steel I-beam-arch over Stevens Street to the fieldhouse. The tower is similar in detailing to the classroom wing with double square brick piers supporting the corners, high bases of cast concrete

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and terminating with cast concrete drip stores at the top of the skybridge. Extending above the skywalk roof the tower is topped with a cast concrete cavetto cornice. The historic east entry and

approach is below the skywalk which functions as a portico. The entry retains its original terra cotta surround, wood and glass panel doors and lattice transom window.

In front (north side) of the skybridge support tower is a memorial portal, which provides a gateway to the original entry in the northeast corner and incorporates the historic entry and triangular pediment of the razed 1908 Administration building.



Interior

The historic classroom building contains a basement (ground) level, first floor, second, floor and third

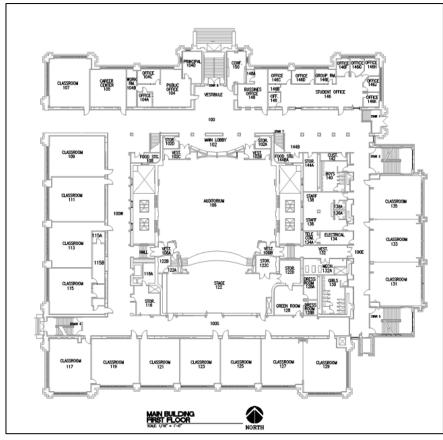
10. Context on Stevens Street looking south, 2001 addition to the right adjoining the historic school building, skywalk connecting east and west sides of campus. Hunter Fieldhouse to the left (2001).

floor. All floors are used for classrooms and other school functions. Four original entries provide access to the building: the front (north) main entry beneath the clock tower; the original northeast entry on the east side with the 2001 skywalk on the second floor (to the fieldhouse east of Stevens Street), the southwest entry on the west side; and the new, 2020 northwest entry corridor on the west side. The new two-level entry corridor provides direct access to the basement and to the first floor. The original entry doors are at the same level with landings between the basement and first floor. New entries were added in the stair towers in conjunction with 2001 addition to the east façade.

According to the 2007 National Register of Historic Places Nomination (Emerson, 2007), several of the characteristic design elements were retained during the 2001 expansion and modernization project including the entry foyer, the auditorium as well as hallway and room configuration: original hardwood window framing, surrounds and sills; new dropped ceilings are set back from the openings; original wood doors, transoms and trim; wood plank floors in classrooms; custom wood and glass display and storage cabinets in the hallways; sections of original marble wainscot and tiles in bathrooms; and two of four original triangular stairwells have been retained. The auditorium was extensively rehabilitated and restored to its original Collegiate Gothic or Elizabethan design including the restoration of the original pipe organ, but reconfigurations of the stage and seating were made to improve performance.

Floor Plans of 1912 Classroom Building (After 2020 Addition)

Through the front doors, a broad straight run of steps ascends to the entry vestibule and main eastwest corridor of the **First Floor**. The hallway plan for the first as well as the **Basement**, **Second and Third floors** forms a square "circle" that provides access to the office/administrative area immediately west of the entry; offices and conference room east of the entry; a classroom in the northwest corner; and classrooms on the outside walls of the hallway: four along the west wall, seven along the south wall, and three with flanking stair towers in the 2001 addition along the east



^{11.} First floor floorplan.

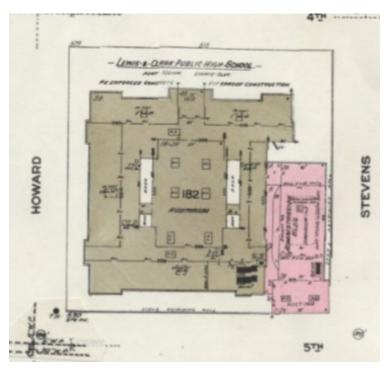
wall. The 2001 changed the location of the east hallway on the first floor as well as the basement and second and third floors. A new passageway connecting the east-west hallways and the new stair towers was developed at the juncture of the historic east wall and the new three-classroom addition for all four levels. Within the core of the first floor is the auditorium—seating and stage--and a variety of rooms for staff, restrooms, dressing rooms, mechanical and utilities; and storage. Wood-framed glass trophy and memento cases line the arched alcove opposite the entry vestibule and against the north wall of the auditorium. Internal stairs provide access to the basement below and the second and third floors above.

As with the first floor, the

Basement/Ground Floor circulation is a double-loaded hallway with a square "circular" plan. Access is provided by stairways in the northeast corner, two stair towers on the east side that flank the 2001 classroom wing, a stairway in the southwest corner, and the new 2020 corridor ramp to the new cafeteria/kitchen/classroom wing on the west side. The library fills the core of the building and classrooms line the perimeter with window access: three on the west side, five and electrical room and boiler room on the south side, and three in the 2001 east side addition; and four classrooms plus two utility rooms on the north side. Restrooms, staff and student rooms, offices, storage rooms, and a classroom surround the west, south and east sides of the library which opens to the north east-west hallway. That hallway has a stairwell on the east end and a ramp to the corridor connection the 2020 addition on the west side. The **Second Floor** continues the same hallway and room pattern as the lower floors: a square "circular" hallway, classrooms on the perimeter and smaller rooms lining the large middle section, in this case the upper-balcony level of the auditorium. Opposite the entry to the auditorium balcony level is a staff lounge in the tower room. In the 2001 addition and rehabilitation project, a new second floor entry was opened at the east end of the front north-south hall to provide access to the skywalk and the Hunter fieldhouse across Stevens Street to the east. A unique feature on the second and third floors are the triangular corner staircases at the northwest and northeast hallway corners. The stairs are divided, one run each to the west and east halls and one run each to the north hallway with a triangular gap in the middle. The **Third Floor** is typical with perimeter classrooms lining the main hallway, the triangular corner stairs, a large void in the middle with electrical, mechanical, and storage rooms on the west and east sides. A narrow stairway in the tower provides access to the room housing the clockworks and to the roof.

2001 Addition-Exterior

The historic Lewis and Clark High School was remodeled and added to in 2001. That project also resulted in the demolition of the historic 1908 Administration building and expansion of the campus to the east, between Stevens and Washington Streets. The Administration Building (aka Annex) was adjacent to the east façade of the original building and covered from view a façade that was detailed similarly to the existing south, west and north facades. The addition was



12. 1958 Sanborn Map showing the original Annex Building which was replaced by the 2001 classroom addition.

designed by Spokane architects, NAC, with Steve McNutt as the principal in charge, and Fred King as the lead designer. Shea Construction erected the addition attached to the east façade of the historic building (over the footprint of the razed Administration Building) and the new Hunter Field House across Stevens Street to the east. The classroom addition was described above under East Façade.

The three-story brick fieldhouse occupies the north half of the block to the east of the historic campus with its main entry on the north side and is approximately 290 feet by 174 feet in dimension. The symmetrical façade is composed of a pronounced central entry bay, flanked by six equally-sized bays each with four high-set square windows with cast concrete hoods. The detailing references the historical elements of the historic classroom building as demonstrated in the 2001 east side classroom wing.

Buttresses and cast concrete cavetto cornices top the walls of the three central bays and flanking bays. The three central bays are emphasized by projecting the tops above the parapet walls, projecting them forward, and terminating with ribbed and projecting cornices with exposed eaves.

The center bay is taller and features a glass multi-light panel front. The ground floor contains indoor parking and smaller utility and storage spaces. The main entry in the middle of the north side opens to a broad run of steps to the first floor. Vehicular access—an entry and an exit lane—is on the west side of the main pedestrian entry. The first floor contains sports courts, restrooms, locker and dressing rooms, storage classrooms, and offices. The west end of the second floor has the skywalk access across Stevens Street to the historic classroom building. An open area is above the gym floor with classrooms, restrooms and storage spaces on the west and north sides.

The 2020 addition

The 2020 project included a major building addition to the west side over the footprint of the original Squinty Hunter fieldhouse that was demolished in conjunction with the 2001 addition and rehabilitation. Rectangular, and approximately 200 feet by 150 feet, this new two-story brick and glass curtain wall building that includes a kitchen, cafeteria/commons area and classrooms, was also designed by NAC Architects with Randy Wilson as the lead architect. Garco Construction erected the building. The project includes a two-level glass curtain wall connector, approximately 68 feet long which enters the historic classroom building at the ground floor and the first-floor levels. In preparation for the connector, the original northwest entry was reconfigured by removing the stairs, creating a new opening at ground level and incorporating the terra cotta door opening and terra cotta surround at the first floor. The original lattice transom window was removed and placed on the revamped interior hallway wall.

Interior work done in conjunction with the addition project involved remodeling the former kitchen and portion of the library on the ground floor and converting a DECA office and store into classroom space on the first floor as well as the ground and first floor hallway connections at the northwest corner.

The addition is red brick with cast concrete accent panels and is terminated by a cast concrete cavetto cornice. Glass curtain walls dominate the south façade which also displays the sweep of the sloping ribbed metal roof. The glass panels provide an interaction of interior exterior spaces. The east façade facing the Howard Court is strongly angular with the sloping roof section stepping down from a short flat section of the second level to the longer section of the ground level. The concrete foundation wall rises from grade to ascend and follow the angle of the roof to the second level.

Areas of Significance -

Category A - Broad Patterns of Spokane History, Education

Category C – Architecture

Significant Dates - 1912, 2001, 2020

Architect – Loren L. Rand (1911); Steve McNutt -Lead Architect (2001); Randy Wilson (2020)

Builder: Spokane School District No. 81 (1912), Shea Construction (2001); Garco Construction (2020)

Summary

Lewis and Clark High School is significant under categories A, Broad Patterns of Spokane Educational History, and C, Architecture. Three high schools have existed on the site of Lewis and Clark High School. A wood frame Central High School that housed all grades was erected in 1883. This structure was moved to another site and Spokane High school was completed in 1891. In 1908 at the completion of North Central High School, the school was renamed South Central High School. After a fire in 1910 that destroyed the school, L.L. Rand designed the Collegiate Gothic Lewis and Clark High School that, after a cornerstone ceremony officiated by Theodore Roosevelt, was opened in 1912. Considered as one of Rand's masterworks, the Lewis Clark High School has held an important place in Spokane's educational legacy.

Spokane Educational History

Spokane residents supported the establishment of public schools and the construction of many schools as the city grew during its early years. By 1910, 35 grade schools had been constructed. Add junior high schools (nomination we just read should provide info). For many years, two high schools served older students, the Spokane High School, later the South Central/Lewis and Clark High School, and the North Central High School. While the construction of the replacement high school after the fire in 1910 included controversies and safety concerns, the final result was a school that has stood the test of time and continues to be used. The expansions to the Lewis and Clark High school campus provide the facilities that will keep it in use and continue the legacy of this school for more generations of Spokanites.

Architecture

Loren L. Rand was one of Spokane's master architects. Even though most of his schools have been demolished, Rand was the premier architect of Spokane's early elementary schools and designed the magnificent Lewis and Clark High School. L.L. Rand dominated school design for the Spokane School Board for several years, and was in position to design the Lewis and Clark High School. While he first supported the School Board's interest in reusing portions of the building damaged by fire, he ultimately provided an up-to-date Collegiate Gothic style design for the building. Inspired by the great universities in England in the Collegiate Gothic style, as adapted for high schools, the building is an important example of Rand's work. Although Lewis and Clark has been altered over the years, with a major renovation and additions in 2001 and an addition in 2019-2020, the original classroom building retains integrity of form and material, and most importantly, presence.

HISTORICAL CONTEXT

The following narrative about the development of the Spokane school system is adapted primarily from these sources: Emerson (2008); HistoryLink.org Essay 8723; and National Historic Register Nomination for Lewis and Clark High School (2007); "Spokane: Early Education," Pratt (1943); Spokane Public Schools: A Brief History and the Annual Report for 1941-1942; Spokane School District No. 81; and Spokane Public Schools School District No. 81 (1989), "First Class for 100 Years."

The first school in Spokane was opened by Spokane Garry, a Spokane Indian, in 1870, near the site of Drumheller Springs, north of the Spokane River. At that time, few people resided in Spokane Falls which was originally settled by J.J. Downing and S.R. Scranton in 1871. It was not until the fall of 1874 that a school election was held in Spokan Falls in which Henry T. Cowley, Cyrus F. Yeaton, and L.S. Swift were elected directors. Reverend Cowley was elected as teacher. In January 1875, Cowley began the first public school in Spokane, housed in his home (at current site of Cowley Park on the lower South Hill). Soon thereafter, Mrs. L.S. Swift took over teaching the first students in her home. The first annual school report, prepared by C.F. Yeaton, in 1897 shows eleven children in the district between the ages of 4 and 21 and an average daily attendance of four children. The first dedicated public school building in Spokane was built in 1878; a two-room wood frame structure, located on the former Northern Pacific right of way near Lincoln Street,.

The arrival of Henry T. Cowley in Spokane coincided with the organization of the first Spokane school district in what was then Stevens County. Designated as School District 8 and organized in 1872, its boundaries included: "Commencing at the mouth of Hangmans Creek, following up the Creek to the Idaho line, thence north along said line to Spokan [sic] River, thence down Spokan [sic] to place of beginning." (Pratt, 1946). The superintendent of Stevens County schools at the time was James Monaghan, who would later become a prominent Spokane businessman. The school founded by Cowley became a part of the new school district. When Spokane County was formed in 1879, J.J. Browne was appointed superintendent of the newly designated Spokane School District No. 41. Maggie M. Halsell was elected in the first county election held in 1880, to succeed Browne. (Emerson, 2008)

In 1889, Spokane schools were reorganized as School District No. 81 and David Bemis was hired as superintendent. Bemis' task was to organize a massive building campaign. At this time six schools were in operation: Central school (high school and grade school), Lincoln school, Bancroft school, Bryant school, Irving school, and Logan school. In July 1890, \$250,000 in bonds were sold with which a new high school building, and four elementary school buildings were erected. The Central building was removed to a new location to provide a site for a new high school, and new buildings were built for Bancroft, Irving, Bryant and Franklin schools. (Pratt, 1946)

Designed by architect Charles F. Helmle, the new Spokane High School was built in 1891 at a cost of \$110,000. The school grew slowly at first increasing from 7 graduates in its first year, to 39 students in 1901. But the growth of Spokane and increasing enrollment required the construction a new high school, one north of the Spokane River. The north side high school, North Central, was completed in 1908. The original high school then became South Central. School bond levies of 1907 and 1909, coinciding with the rapid growth of the city, were approved to continue the building of new schools in Spokane.

As reported in "First Class for 100 Years," by 1890, Spokane had constructed six elementary schools (Central [within South Central High School], Bancroft, Lincoln, Irving, Bryant, Franklin [original Franklin was replaced in 1909]), and by 1900, Spokane had constructed eleven more (Whittier, Emerson, Logan, Longfellow, Edison, Washington, Garfield, Hawthorne, Grant, Lowell, and Holmes). Eighteen elementary schools were built between 1900 and 1910, the heyday of school building. The next ten years through 1920, saw the construction of Mann, Alcott, Yardley, Rockwood, and Cowley. (Spokane Public Schools 1889-1989, 11/1989). Rockwood's span though would be quite short, only four years, since it was replaced by Hutton School in 1921. Two existing schools that followed Hutton in the 1920s include Finch (1924) and Wilson (1927).

It is notable that Architect L.L. Rand, who would design the new South Central High School in 1910, in the span between 1907 and 1910, designed the District 81 Administration building (AKA the Annex, 1908) next to the high school (demolished in the 2001 project and only the entryway remains as a sculptural feature) and the following elementary schools: Roosevelt (1907 - demolished), Stevens (1908 - demolished), Audubon (1908 - demolished), Franklin (1909), Cooper (1909 - demolished), Jefferson (1910), and Adams (1910). Rand also designed McKinley School, constructed in 1902.

South Central – Lewis and Clark High School

On June 21, 1910, disaster struck; and the Spokane Chronicle would report: "High School Is Destroyed." "Fire, which broke out at 6 o'clock this morning totally destroyed South Central High School." More than 5000 people watched for three hours as the "splendid building, where half the youth of Spokane have been educated, was gutted, until only the smoking walls remained." A loss of over \$250,000 was estimated --the building is valued at \$200,000 and was insured for \$86,000; \$11,000 insurance was carried on the furnishings, worth many times that sum."

As described by the Chronicle: "The fire was wonderfully spectacular. From the front to the back and from the basement to the roof, and even through the high clock tower, the interior of the building was a monster furnace, the flames tearing through the heavy floors and walls as if they were so much paper."

"The high steeple of the clock tower fell first just as the chimes were striking the hour of 7 and crashed through the three floors of the main building to the ground."

Yet, "In defiance of all the havoc near it, the new fountain placed on the school grounds by the graduating class that left the school this month, continued spouting the little stream of water that fell in a spray in the huge granite bowl."

The board of education acted immediately: "At a conference of the members of the board of education at the scene of the fire while the flames were still at their height was tentatively decided to begin rebuilding as soon as the state of the ruins will permit."

As the embers remained in glow, H.W. Allen, president of the board of education instructed Architect L.L. Rand "...to prepare sketches for a new building to replace the South Central high

school destroyed by fire this morning. The drawings are to be presented to the board at its regular meeting Monday evening." "The board gives great latitude to Mr. Rand in calling for a modern and absolutely fire-proof building, to cost between \$300,000 and \$400,000."

Rand was reported as stating: "I believe that the old tower and a part of the walls still standing can be used in rebuilding." "A new and attractive front can be erected on the north face, leaving the remainder of the structure much as it was before this morning's fire."

But an opportunity for the site of a new city hall seemed to present itself. While the Board of Education was planning the rebuilding within the remaining walls of the old high school, City Clerk C.A. Fleming was musing about a site for the city's municipal building. As reported on the same page a couple of columns over, "While the embers of the old South Central high school were still smoldering this morning, the project of the building the new city hall on that site and seeking a location elsewhere for a new high school was broached at the city hall and found favor with a number of city officials as the best solution yet offered of the problem which is confronting the municipality."

Discussions over the next two days confirmed the school board's resolve to rebuild on the same site using the old walls. Fire Chief A. H. Meyers and Architect L.L. Rand pronounced the walls in fine shape; as well as the new administration building being saved by the east wall of the main building. "To Use Old Walls" reported the Spokane Daily Chronicle on June 23rd.

"Between \$60,000 and \$70,000 is the value placed by the Spokane school board on the hollow, smoke-stained walls of the old South Central high school as they stand over \$225,000 in charred ruins today. The board has arrived at this conclusion after another conference with Architect L. L. Rand, who has thoroughly examined the old school walls and found them still in good condition.

In all probability the new school will be builded [sic]within the old walls, but after a widely different plan from that followed out in the construction of the old place. This can be done quite satisfactorily, according to Mr. Rand, and the new building will be as perfectly sanitary as if built new from the foundation up.

Won't Move School

"We are not considering any proposition to change the location of the South Central school building for by the time we figure what it would cost to erect a new structure on another site and give up the new \$50,000 administration building on the old grounds I cannot see that we could make anything by it." Thus stated President H. W. Allen of the Spokane school board this morning.

"Architect L. L. Rand tells us that the old walls as they stand after the fire are worth about \$60,000 to the patrons of the South Central high school district, for they are still sound, and so long as we figure on rebuilding on the old site, there is no reason why they should be razed and built over again. The work of tearing them down would cost several thousand dollars." Ideas for the new school grew as Architect L. L. Rand worked on his plans. The Chronicle would report on June 27th a request by "Twenty physicians and half as many other citizens who are favoring the erection of a two-story building for the South Central high school." They planned to attend the evening's school board meeting to request and interview with the board and endeavor to influence the board members.

"Many Plans For School" were reported in the June 28th edition of the Chronicle.

"Architect Rand Will Draft Several Varied Types of Buildings"

Several more weeks may yet elapse before the eager Spokane public knows just what plan of building will replace the old South Central high school... A series of plans—plans that will conform to several of the varied ideas of the school patronswill be drafted by Architect L.L. Rand before the board of education chooses from among them ...

Three-Story Building Wanted.

Expressing his opinion before members of the school board, Dr. Fred Essig is quoted as saying that never in his experience as a practitioner of medicines has a case been brought before him where ill health of a student was due to the climbing of a third flight of stairs in their school building.

Others, some of whom have been actively engaged in school work for years have stated positively that they know of numerous cases where, especially young girls, have been compelled to give up school work because their studies made it imperative for them to ascend to the third floor of the building several times every day. No plans have yet been submitted to the school board by Architect Rand.

Plans for the new school were revealed in September. "BUILD A FINE SCHOOL" reported the Chronicle on September 13th. The Spokane board of education in its meeting the previous night had adopted the plans. With an estimated cost of two hundred and sixty-nine thousand dollars, fully\$35,000, and perhaps \$40,000, will be saved by utilizing a part of the walls of the old structure." The school would most up-to-date in the Pacific northwest, and equipped with the latest conveniences and sanitary devices never brought into use in Spokane." It would have a big vacuum cleaning system to eliminate the inevitable dust and germ hazard. "The entire building is to be equipped with private and public telephone systems, program and bell clock system and a complete system of electrical wiring and gas piping." The building would be able to accommodate at least 1400 pupils as compared to the old school, crowded at 1000 to 1100. Finally, in spite of protests of having three flights of stairs, the new school will be the same height as the old one.

In spite of the school board's insistence that the high school would be rebuilt on its current site, the discussion of building a city hall there instead would carry on for a few more days until July 6th when The Spokesman-Review reported a meeting of the city council and park commission. Members of the school board had been invited but did not appear. As stated in the article: "It was said the school board does not want to consider the South Central high school property as a site for the new city hall and has found that in the school district's deed from the Northern Pacific Railroad company it is stipulated that the high school property must always be used for public school purposes."

On September 15th the Chronicle would state its editorial position.

NOW BUILD THE SCHOOL

The plans...have been adopted by the board of education, will give this city a fine building. It is to be expected there will be protests against the construction of a building with more than two flights of stairs and against the use of the old walls, but it would be impossible to satisfy everyone and board is evidently trying to do its best. The plans now having been agreed upon, the work should be started as soon as possible and rushed to completion.

A Notice to Contractors was posted in The Spokesman-Review on September 17th. Bids, including all plumbing and heating were to be submitted at the office of L. L. Rand by Monday, October 10th.

Even before the final sketch from Architect L. L. Rand was displayed in the October 6th edition of The Spokesman-Review, protests were being lodged about the plans of rebuilding from the "walls of the burned building." The sketch showed a Romanesque style building with a central clock tower set back in the main wall flanked on each end by projecting gabled corners. As proffered in a complaint a couple of days later: "The using of the old walls necessitates the adoption of the Romanesque style of architecture, a style entirely out of date for first-class school structures, not used in the east, sacrificing the lighting of class rooms—a matter of most vital importance—for architectural effect."

On October 8th the Spokesman-Review would headline an article "INDIGNANT CITIZENS SAY HIGH SCHOOL PLANS ARE OUTRAGEOUS," and the following day, October 9th offer a lesson in civic responsibility in its editorial.

Work for A Municipal Committee of the Chamber of Commerce

When the South Central high school was destroyed by fire, confidence was publicly expressed that the board of education would certainly see to it that the new building would conserve the health of the public and be well lighted and unquestionably safe. These expressions of opinion formed the moral equivalent of a vote of confidence in the board as well as revealed the deep interest of the people in the matter.

The board, however, failed to take the public into its confidence, though it stands as the agent of the people's educational interests, which are peculiarly the people's business. Instead of inviting discussion from the public it gave out not information and awarded the designing of the building without competition among architects. It was not until ten days ago that the proposed plans were made public.

The procedure was a mistake in principle, method and results. Every parent who has a child at school is a partner in the work of the board. His money pays for the buildings and he has every right to know what is proposed as to a new building before a definite decision is reached.

The present case is but one of many where mischief has been caused by lack of publicity. A weak spot in city government is the secrecy in which the operations of a department may be wrapped. What is needed is an unofficial body of citizens

that will secure the needed publicity. The chamber of commerce contains the material for a live committee to through light on public matters.

The chamber should appoint a committee on the municipal buildings of Spokane. This committee, though at liberty to consult architects, ought not to have a single architect in its membership. It should be aggressive and fearless. It should examine all plans for municipal buildings, decide as to their utility and beauty, and recommend of disapprove. Municipal buildings are a part of the people's business as citizens. Such a committee on buildings would render legitimate and valuable assistance to the public departments of the city government and to the taxpayers.

In the days following the submittal of "latest approved sketch," accusations were thrown, criticism was voiced, opposition rallied, and petitions were offered:

"PROTESTS COME FROM ALL SIDES AGAINST PROPOSED H. S. PLANS," "Business Man Argues For Modern Edifice," "INDIGNANT CITIZENS SAY HIGH SCHOOL PLANS ARE OUTRAGEOUS," "Declare School Board Digs Own Grave If Drawings For Building Are Approved," "patchwork building," "Architects Fight Scheme," "Suppressed Complete Plans," "Draftsman Resigns Rather Than Be Associated With Proposed H. S. Plans," "A LITTLE TALK TO FATHERS AND MOTHERS ON THE SOUTH CENTRAL HIGH SCHOOL PLANS" "Prominent Architects Sign," "Condemns Proposed Plans," "Architects File Kick On H.S." "Plans a 'botch.""

Even the city's leading architects, 21 of them, including Cutter and Malmgren, W.W. Hyslop, F. P. Rooey, C. Harvey Smith, R. Edward Vincent, Archibald G. Rigg, W.A. Ritchie, C.T. Diamond, Clapp & Clapp, H.C. Whitehouse, H.M. Keeney, C. Ferris White, George H. Keith, L.R. Stritesky, H. G. Ellis, Arthur W. Cowley, Robert C. Sweatt, Clarence Z. Hubbell and others drafted, circulated, and submitted a petition to the school board for the October 12th board meeting. This is quite unusual, since architects rarely publicly criticize one of their own. They did, however, in closing their petition state: "Resolved, That the Spokane school board be, and herewith is, petitioned to stop proceedings with the rebuilding and instruct its architect, Mr. L.L. Rand, to prepare plans for an entirely new building."

The result of the citizen protest was announced in the October 12th Chronicle: "REJECT ALL BIDS" "Spokane Will Have a Strictly New South Central High School Building." H.W. Allen, president of the Spokane board of education stated: "We expect to throw out all plans so far submitted for the replacement of the South Central high school at the meeting of the board this afternoon and to instruct Mr. Rand, the school architect, to prepare an altogether new site of plans."

On the same date, the Spokesman-Review offered advice to the school board in an editorial: *"More Publicity Needed in the Board of Education:"*

The latest developments as to the proposed new building for the South Central high school only confirm and emphasize the need for publicity in the management of matters relating to the construction of new schools.

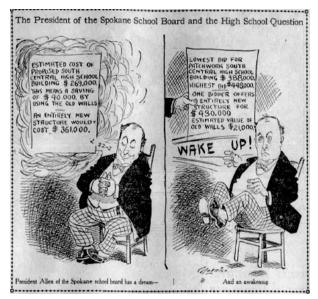
The question has been raised whether the plans adopted would insure health, light and safety to the pupils. But the opening of the bids for the new building on

Monday night brought out the amazing and discomforting fact that the lowest contractor's bid is \$118,000 higher than the original architect's estimate!

...The lack of publicity has been a mistake that might have cost the city dearly. Moreover, the great difference between the architect's estimate and the lowest bid showed that there must be something wrong somewhere.

Fortunately, however, the light of publicity has been turned on in time. The board deferred action of the bids. ...

In addition, The Spokesman-Review featured a bit of a jab at President Allen of the Spokane Board of Education, on its October 12, 1910 front page. The two-panel cartoon depicted President Allen having a dream about the estimated cost of rebuilding the new high school within existing walls, and his "Awakening" when the true cost came in during the bid opening.



13. Spokesman-Review comic, 10/12/1910.

"Women Favor New School Building"

reported the Spokane Daily Chronicle on October 13th. "Disapproval of the proposed plan to build the new South Central high school from the walls of the old structure was unanimously expressed at a meeting of the social economics department of the Woman's Club of Spokane, held Wednesday afternoon in the Carnegie library." ...

Indeed, on the same day, The Spokesman-Review reported that the school plans had been rejected by the board in yesterday's meeting. "Spokane's new South Central high school will be "new" in every sense of the word and not a patchwork from the old ruins." A special meeting of the board yesterday rejected all bids from the former approved Rand plans. Further, the

board called for "...a set of entirely new plans, to be submitted within 30 days." [Author's aside: architects were quick in those days.]

Most likely anticipating the board decision, Rand was already developing a new set of plans. The Spokane Daily Chronicle announced on October 13th, "Architect Rand Commences Work on New School Plans"

"Will Design Building on Tudor Gothic Plan – To Seat 1400 Pupils."

A building designed much after the style of the McKinley high school of St. Louis will likely be constructed to take the place of the old South Central high school. This is on the Tudor-Gothic lines of architecture.

Architect L.L. Rand stated today that he has already begun work on a new set of plans and that he will endeavor to use the Tudor-Gothic character of architecture, though the Spokane building will be altogether different in relative dimensions from the St. Louis building.

[Note: McKinley High School (1902), St. Louis' first public high school, now McKinley Classical Leadership Academy is a public high school and middle school for gifted and talented students. Drawing inspiration from the colleges of Great Britain, the architects, Ittner and Milligan created a veritable castle of public education.]

In late November and December, the walls were coming down, The Spokesman-Review would report that "*Old South Central Building Crumbles Before Tools of Thirty Laborers.*" "With 30 men now working and 10 more going on the job tomorrow morning the work of tearing down the walls of the old South Central high school building and clearing the ground for the erection of the new building is being carried on with a vim that bids fair to win the race against approaching winter." A report by the contractor stated: "The veneer of hard brick on the outside was in fair condition and the mortar very hard," said J.M. Raught, "but the inside walls were ready to crumble to pieces and the brick were as chalky as the mortar."



14. December 3, 1901 artist's sketch of the revised plan for the new South Central High School Building by L.L. Rand, published in The Spokesman-Review.

Also reported by the Spokesman-Review was the new plan that had been rendered by architect Rand for a building that was projected to cost between \$400,000 and \$500,000. Rand had apparently redeemed himself, for on December 4th the Review would report:

"NEW HIGH SCHOOL A MODEL"

"ARCHITECT L. L. RAND DESIGNS IDEAL STRUCTURE."

"That the new South Central high school will be a model structure is assured in the new plans which have recently been prepared by Architect L. L. Rand and approved by the school board."

Cost \$400,000 to \$500,000. 3-story and basement, basement-8 classrooms; five entrances; 1st floor-12 class rooms; 2nd-large library, work rooms, 19 classrooms, two toilets; 3rd will be manual training.

"The building is to be as artistic as practical. The architecture is to follow the Tudor Gothic style. It will be practically fireproof, with steel, brick and concrete of the main components. The floors of the hall will be terrazza [sic], which hard maple is to be used in the class rooms".

A report from December 17th described the last of the ruined building to be removed. "Rising defiantly above the shattered ruins of old brick wall that once clung to its stolid side for support the smokeblackened tower of the old South Central high school now stands alone, frowning triumphantly across the sloping gray campus. It has been left till the last by the force of workmen engaged in razing what remained standing of the denuded walls and clearing away the debris."

"The hand of the clock still stands at 6:58 o'clock, which is the time in the morning when flames burst through the tower and licked the mechanism from inside the wall."

The new year, January 1, 1911 brought good news. First, the grand opening of the new Old National Bank Building was attended by thousands of Spokane residents, and the bids for the new high school were opened by the board of education. "With the meeting room filled to utmost capacity with contractors yesterday...the bids were opened for the new high school. Pleasing the board, the bids were lower than when it was proposed to use the old walls." Eight bids were opened. M.C. Murphy, a local man, submitted the low bid of \$349,261.60 for terra cotta (The submittals also included alternative bids for Tenino sandstone and Bedford sandstone.) "This bid for terra cotta, the lowest of all, is for local material, the factory being located 30 miles north of Spokane."

On the following day, The Spokesman-Review provided a short resume for the winning bidder.

Mr. Murphy is one of the best known contractors in Spokane and is known throughout the state. He came to Spokane 21 years ago last September, and during that time has done much to forward the upbuilding of Spokane, if the man who furnished the brains as well as engineers the actual work of construction is due such credit.

Buildings he has erected are in the Gonzaga college building, the Orpheum theater, Columbia building, the Berry building, the Wallace and Mullan (Idaho) high school buildings, as well as many smaller jobs throughout this section of the country, especially around Coeur d'Alene, Idaho.

One unfailing custom of Mr. Murphy's is said to be to always use local material and employ local men.

On January 4th, Murphy was awarded the contract in the amount of \$349,261.60 with a completion date of by January 1, 1912. Blair-Megher Co. was awarded the plumbing contract for \$66,994. A.W. Davis was elected as the new president of the school board. Work was slated to begin within a couple of weeks.

Before construction would begin, plans were being made for the "laying of the cornerstone." "A ceremony intended to bring together more than 16,000 school children and many thousands of citizens..." "The event will be in the nature of a holiday affair for every school boy and girl of the city." "...a parade in which thousands of school children may be in the line of march."

"It seems entirely appropriate that a ceremony of some sort should be held at the laying of a cornerstone of a large public edifice ...," said Arthur W. Davis, president of the Board of Education."

The Spokesman-Review tempered the excitement of the new school's ground-breaking by reporting the inevitable: "**School Buildings Require Big Sum**" on January 18th. "President of Board Tells of Needs of \$500,000 Bond Issue." Funding was needed for construction of the new South Central high school, with "\$75,000 needed for four-room additions to Sheridan, Audubon, and Francis Willard schools, not to mention the other schools which the increasing population of the city necessitates more funds must be secured for immediate use."

"NEW SCHOOL IS NAMED "LEWIS AND CLARK"" graced the banner of the Spokane Daily Chronicle in its February 6, 1911 edition. In a special meeting the board of education announced the name and revealed that Theodore Roosevelt would be asked to lay the cornerstone of the new Lewis and Clark high school during his April visit. Apparently, the Chronicle had held a contest for naming the new school. Since "Lewis and Clark" was barred from the contest (had been suggested to the board prior to the opening of the contest), Louis H. Seagrave was declared the winner at his suggestion "Columbia" which was selected by the board as second choice. During the same contest, a name for the North Central High School of Herman Beare was also suggested but never approved. [Professor J. Herman Beare was the first principal of North Central High School; appointed in 1908 at the school's opening, he fell ill and passed away in 1909.]

On February 9th, the Chronicle reported a tussle between Teamowner's Union No. 101 and Teamsters' Local No. 202 of Spokane. Contractor M. C. Murphy had a problem with Teamowners because they refused to use their teams to pull dump wagons on the excavation work while members of the Teamsters continue to work. Difficulty arose when Murphy refused to permit members of the Teamowner's Union to use "slat" wagons on the job and their refusal to furnish hopper box dump wagons. Murphy was following city official's guidance who "strenuously objected" to use of slat wagons because dirt and gravel leaks onto city streets.

Construction progressed in February and March with excavation being completed and trenches dug for concrete foundations. On March 13th, the Chronicle warned that other contractors may criticize M.C. Murphy at the upcoming board of education meeting; but "It is not likely that any very serious fault will be found."

As March drew to a close, "Principal H. M. Hart and a corps of workers and members of the faculty were at the Lewis and Clark high school early this morning arranging everything to the minute detail for the three days of festivities which begin Monday."

The March 30th edition of the Chronicle included a photo that distinctly showed the Tudor Gothic architecture of the new building. "The above picture of the new Lewis and Clark high school shows distinctly the Tudor Gothic effect in the architecture of the building. The structure carries many resemblances to the college buildings at Oxford University in England. There are 93 rooms in the building and 30,000 square feet of terrazzo flooring." **"Colonel Theodore Roosevelt Addresses Big Crowd After Laying Cornerstone**" reported the Spokane Daily Chronicle on April 8, 1911. Mr. Roosevelt, accompanied by Senator Poindexter, Governor Hay, and Mayor Hindley, gathered at the cornerstone. Two masons, John Marsh and Joe Anton, were busily mixing the mortar. "Mr. Roosevelt placed the copper box containing coins, school records and the names of pupils in the pocket in the lower stone and spread the mortar [he did not actually set the stone]." He then spoke to the crowd. "There is no use whatever in having the best type of school in which to teach children unless there are children to teach, and I congratulate you in Washington that as far as I have seen the children seem to be all right in quantity and quality." It was a short stop and he quickly moved to the next event on his day's agenda.

Overall economic news for downtown Spokane was good as the Chronicle reported: "Spend Millions in Fine Blocks" on April 21st. "One million dollars worth of construction work is being done in the downtown section of Spokane on building operations that have been commenced, not including the new city hall, the Monroe street bridge, or the Milwaukee railroad work." Thirteen buildings were under construction, with the Lewis and Clark project topping the list.

Controversy over the Lewis and Clark project would again make the news as the walls were going up. "All Work on New High School Is Stopped By Inspector" reported the Spokane Daily Chronicle in a sub banner headline on May 4th. "John M. Goodwin, the New City Official, Declares the Building as Being Constructed Would Crumble Before It Could Be Completed by the Contractors." He alleged that the use of unfit old material for the load-bearing piers was a grave violation of the building specifications. Further, after a week passed since his giving notice of such, neither the board of education, the contractor, nor the superintendent made any attempt to correct the matter. Therefore, he gave a letter of violation. His letter: "Dears Sirs: I hereby order all labor and work of every description and character to immediately cease and discontinue on the central high school district No. 81, until such time as the board of education can satisfactorily solve the existing exigency."

On May 6th, The Spokesman-Review informed that architects W.A. Ritchie, J.A. Zittel and K.G. Malmgren were marshalled to decide the worth and strength of the piers--and arbitrate the dispute. Reportedly a "hot argument" between Inspector J.M. Goodwin and contractor M.D. Murphy ensued over an amount of about \$1000 [the cost to make the modifications]. "According to the building inspector, Architect Rand promised Thursday night to tear down and replace the parts with which Mr. Goodwin found fault, but yesterday morning changed his position and refused to comply with the inspector's demands."

According to Goodwin: "The walls are 13 inches thick, aside from the eight inches of terra cotta, which is for ornamental purposes. Thirteen-inch walls, if built solid of good material, are none too thick to support those steel girders that must span 22 and 23 feet over the windows. But instead of being solid there is nine inches of sandstone left from the fire. The stone is in irregular shapes, which makes it more dangerous. Then the other four inches is brick."

Another article of the same day indicated that the architects as of yet, were unable to reach any agreement. "The committee visited the work this morning, and after a thorough inspection returned to the office of Preusse & Zittel ...where they commenced a lengthy job of making computations to decide whether the brick piers under dispute have sufficient strength to be safe enough to allow the continuation of the work on the building. "Architect Zittel stated this afternoon that he had never yet known of a dispute, in which both parties did not have some basis for their complaints." "We realize that in this dispute there are reputations at stake, "declared Mr. Zittel, "and we are going to be very thorough in our computations before we announce a decision."

"BUILDING INSPECTOR GOODWIN IS DISMISSED BY HAYDEN" announced the Page 1 banner of the Spokane Daily Chronicle on May 10th. "Following a Request From Commissioner Hayden That He Resign and the Refusal of the Official, He Is Informed That His Services Are No Longer Required."

"Building Inspector John M. Goodwin was removed from office today by Commissioner of Public Safety Z.E. Hayden after the inspector had refused to hand in his resignation on request of the commissioner." As it turns out, the arbitration board "...finds the piers as being constructed were insufficient and Commissioner Hayden announced that they must be torn down and rebuilt, the architect, board of education and contractor agreeing to the change."

"While sustained in his main contention concerning the insufficiency of the walls, Goodwin is removed for alleged incapacity to handle public affairs without friction with persons dealing with the city." ...

"...he overstepped the bounds of good taste and that his motives in this and other matters which have come up previously were not purely for the protection of the city."

The lengthy article that continued on page 13, detailed the analysis by the architects, the allegations surrounding the selection of the committee of architects, and also the happenings on the school grounds.

Error in Plans

Architect L.L. Rand, in a statement today admits having made an error of calculation of the specifications and states that he told Mr. Goodwin that even the corrections demanded by Goodwin would not make the piers strong enough. ... "The original design called for a grouping for four windows between the piers. While I was in Seattle getting plans prepared for the concrete reinforcing, heating and ventilation, the young men in my office studied the design and changed the windows from four to five, cutting into the wall surface at the piers.

Looked Better That Way.

"The architectural effect was so much better with five windows that I permitted the change to stand, but in my anxiety to get the work out in time, I neglected to check over again in the bearing power of the piers.

Inspector Goodwin took his case to the Builders Exchange and "While there was considerable sentiment expressed on both sides of the controversy, it is said the majority felt there should be more publicity with regard to the facts leading to the discharge of Mr. Goodwin by Commissioner Hayden." ---motions were made, but all failed to pass." His attempt to engage the Architectural club was stymied when it declined to read his letter of explanation.

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On May 18th, the Chronicle reported that "Goodwin Replies to All Charges"

The statement made public by commissioner of public safety, Mr. Hayden, to the effect that he withheld the report of the board of architects in order to save me from 'disgrace' is more harmful to me than a statement of facts."

Performed Only Duty.

There is room for doubt as to whether my method of stopping a fatally faulty construction before it reached a criminally dangerous stage could be more properly be termed 'lack of diplomacy' or rather the only possible method of performing my duty. As to Mr. Hayden's refusing to allow me to see the report before I was discharged, in order that I might clear myself of any 'disgraceful accusations' there is certainly every appearance of something more than simply lack of justice to me in this act.

If the great tax-paying public; the safety of the children of this city; and the next generation itself were not seriously concerned here I might be content to overlook with contempt what merely concerns the dignity or the interest of my own poor personality.

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"Complete School Next February" is the word given by L.L. Rand in an interview with the Chronicle on November 1st.

Work on the Lewis and Clark high school is progressing rapidly, and Architect L.L. Rand declares there is no question that the building will be ready for occupancy by the time of the opening of the February term of school.

All of the walls and roof have been completed. Glass will be set in the windows during the present week.

The cement floor in the basement is practically completed. The terrazzo floor is finished on the first floor and is nearly all down on the second floor. The plastering of the walls is two thirds finished and the work on the installation of the heating system is well along toward completion. The big boilers are in and ready to fire up.

The next day, however, was a different story—apparently, Rand had not consulted with his contractor. As the Chronicle reported on November 2^{nd} .

Contractor M. C. Murphy, who is building the new Lewis and Clark high school, is now facing the probability of forfeiting \$30,000 to the school board for failure to complete the building within the date specified by contract.

Mr. Murphy does not hold out any hopes for the building being completed before February 1, the contract calls for its completion by January 1, and the forfeiture of \$100 each day thereafter before it is finished.

If there is any delay in the arrival of material from the east, the carpenters may be working until late in February. A large share of the steel work has not arrived.

Contractor Murphy was held up in the commencing of the building for nearly three weeks endeavoring to secure bonds and at a later date the work was halted by the city building inspector who ordered a change in the construction of the piers. On account of these two delays it is probable that the school board will allow extra time within which to complete the school although no official action has been taken to the effect.

The 200 laborers on the new Lewis and Clark high school got two days rest for the Christmas holiday.

As the year 1911 came to a close, a strike of the hodcarriers had stopped the plastering work, according to a December 30th report by the Chronicle.

The strike conditions at the Lewis and Clark...remains practically the same as Friday. The plasterers were at work on the walls of the auditorium when the strike occurred. The lower portions of the walls are finished and the laborers were ready to start on the ceiling.

Business Agent George Woods of the hodcarriers' union intends to take the matter up Tuesday morning with Contractor M. C. Murphy, when, it is anticipated, it will be decided whether or not the strike will continue.

Even though the completion of the new high school was being delayed, in January 1912, plans for a big celebration were being made for the grand opening that was planned for the spring. The 1800 living graduates of the South Central high school planned to meet, in the greatest school reunion ever held in the northwest. The alums would hold a monster gathering during the week the new Lewis and Clark high school is dedicated.

"Plan Big Celebration to Dedicate New School" reported the Chronicle on January 15th. "Representative educators of the northwest, members of the board of education and graduates of the school will participate in the most elaborate ceremonies ever attending the dedication of a high school building in the west when Spokane's new Lewis and Clark high school is dedicated on April 1, 2 and 3. ...The magnificent structure will be formally dedicated on Wednesday evening, April 3.

The grand opening of Lewis and Clark High School was a three-day affair beginning the evening of April 1, 1912. The Chronicle included a photo of the front entry tower, and another of the building in its April 1st edition. *"First Dedicatory Exercises of the Lewis and Clark High School Will Be Held This Evening."* "This evening at 8 o'clock the public will be given its first glimpse of the auditorium of the magnificent Lewis and Clark high school when the concert recital,

which has been in preparation for months, will be given." Only the auditorium, with reservations for over 1100 seats having been made, would be opened to the public. The concert, sponsored by the Mendelsohn club, was a benefit for the art decoration fund. The public would not have access to rest of building and would have to wait for the opening on April 3rd.

Lewis and Clark High School was "delivered to the city" on April 3, 1912. As reported by the Spokesman-Review: "Dedicatory Exercises at Lewis and Clark Building Mark Epoch in Spokane History." "Best Equipped building West of Mississippi, Declares State Superintendent."

The Lewis and Clark high school is now the property of the citizens of Spokane. The handsome structure at Fourth avenue and Howard street, which has arisen Phoenix-like from the ashes of the old Spokane high school, was formally delivered to and accepted by the city yesterday afternoon by its representatives on the school board. Impressive ceremonies marked the formal transfer of the completed building.

Sermon in Brick and Mortar.

"When we dedicate this building we dedicate the individuality of the community. Like the Parthenon at Athens and the great cathedrals in Rome and Milan it speaks for the community, it is the best token of the community's interest in education. It speaks for itself. It stands, not a sermon in stone, but an eloquent one in brick and mortar and no living tongue can add anything.

It is well that it is called after those northwestern pioneers, Lewis and Clark. Their heroic deeds will be an inspiration to the students who enter its walls. Like the pioneers they too, cannot hope for success without service and effort.

In accepting the building in behalf of the school board and the citizens," said President Greene, "I realize that what we get is not a school, but a mass of inanimate materials, an insensate body without a soul, just a mass of iron, steel, brick and marble wrought together by human skill and intelligence it is useless to us as it is."

School Will Always Live

"It is a mere shell until the soul is breathed into it. The old Spokane high school was not destroyed by fire. It will always live in the lives of the boys and girls it produced. We have the teacher who will breathe that soul into these lifeless walls and then we will have the real Lewis and Clark high school. It will be an educational inspiration to the whole northwest."

In September 1912, the portraits of Lewis and Clark, commissioned by the class of June 1912 as a gift to the school, were hung in the auditorium. The two life-size portraits were painted by Alonzo Victor Lewis, who was living in Spokane at the time. (Lewis also completed the sculpture of Abraham Lincoln in downtown Spokane in 1930.) Additionally friezes donated to the school by the class of June, 1907, arrived from the east and would be placed above the main entrance to the auditorium. Thus began the noted Lewis and Clark High School art collection.

Voters approved a bond for a new school, and Lewis and Clark High School was opened in 1912.

Lewis and Clark High School continues to serve the students of Spokane's south side and has been adapted over the past 90 years to expand, provide new facilities and modernize to meet current educational standards. Lewis and Clark is an icon of Spokane that transcends its educational function—the Tudor design, richly detailed façade and stately presence at the edge of downtown is one of a kind and near and dear to thousands of Spokane residents. Indeed, the Spokesman-Review in recounting the overwhelmingly successful 1988 bond vote attributed the positive turnout to having the renovation of Lewis and Clark High School as the headline project.

Spokane's high schools - North Central High School on the near north side and Lewis and Clark (replacing South Central High School) on the near south side - were followed by Rogers in 1932, Shadle in 1956, and Ferris, the second south hill high school, in 1963. The 1908 North Central High School was razed and replaced by a new building in 1981 and has been expanded over the years. Likewise, Rogers received major upgrades and an addition in 2009, but still retains its historic front Art Deco façade (NRHP). Ferris was replaced in 2013, and Shadle was extensively remodeled in 2010. Lewis and Clark High School retains its historic form and detailing in spite of modifications over the years.

The controversy that plagued the rebuilding of the fire-destroyed South Central High School into the present Lewis and Clark High School, again confronted the Lewis and Clark renovation project. Approved by the voters in 1998, the bond issue and other funding from the state, apparently did not reveal the full extent of the renovation. Essentially, the design team and the school board did not know the scope of the renovation project until funding was approved and design work was underway. The architects, as supported by teachers and staff, determined that the 1908 Rand-designed "Annex" which was never designed as a classroom and did not match the floor levels of the classroom had to be demolished. But, because that building was included with the main classroom building on the National Register of Historic Places, several groups became involved in the effort to preserve old Administration Building, in itself an architectural gem.

As Spokane's population grew and the city spread to the north and south with new houses, student growth demanded new schools. Spokane voters supported bond issues to build new grade schools and add classrooms to existing schools. Meanwhile the city's two high schools were bursting at the seams as elementary students moved directly to high school. No wings or classrooms were added to the high schools, although, in the case of Lewis and Clark, the Adminstration building was transformed into a somewhat dysfunctional classroom building. Relief came with the passage of a bond issue in 1926 that provided for a new junior high school for the south side and one for the north side.

Thus Libby and Havermale were added to the list of Spokane schools as the first junior high schools. On January 25, 1926, the *Spokane Daily Chronicle (Chronicle)* reported a plan by the school board to adjust the school units in accordance with the proposed \$600,000 bond issue. A new Arlington building to serve the Hillyard area, an addition to Finch elementary, building a six-room Wilson school and constructing a "A junior high school building property located on

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the North and South Sides will relieve both of the high schools." The article continues, "as a form of school organization, the junior high school has the unanimous support of the leading educators." Spokane schools were joining the ranks of junior high school builders nationwide.

An article in the February 20, 1926 issue of *The Spokesman-Review* told of the need of the "\$990,000 bond issue" (misprinted in tag line, should be \$690,000). Mrs. J. M. Simpson, president of the Spokane school board explained the need for the building improvement proposed in the bond vote scheduled for the March 9 election. The city's three high schools designed for 3800 students were now filled with 4930 students. North Central, Lewis and Clark, and Hillyard high schools were overcrowded. The junior high schools were intended to provide needed classroom space. "Two junior high schools are also proposed, one for 850 students on the North Side and one for 600 on the South Side. Grounds are available for all buildings except the North Side junior high school."

As the year 1929 closed, the need for a \$1,000,000 bond issue for the board proposed "Big Building Program Beginning in 1930." The school population was continuing to grow. On the list of projects were again Libby and Havermale. "Complete buildings of the Havermale and Libby junior high schools now occupied for the second year." "And, in a few years, a junior high school for the South Side."

Post WWII led to the Baby Boom in the early 1950s that initiated a wave of classroom additions and new schools to keep up with the growth of the grade school population. The Spokane School District No. 81 built 17 new primary schools, 3 junior high schools, and 1 high school in the 1950s. One additional junior high school added at the end of the 1950s was completed in 1961. Five elementary schools built in the early 1900s received additions. The 1950s outpaced the years between 1900 and 1910, the city's most significant growth period, in the number of classrooms in new elementary schools and additions to existing elementary schools. Shaw and its late 1950s counterparts represent the significant student growth in Spokane in which the newly built elementary schools were pushing their students to the overcrowded junior high schools built in the late 1920s.

The actions of the school board in putting together its largest building program in history was discussed in regular and special board meetings and reported in the local press during the month of August 1956. The *Spokane Daily Chronicle* reported the August 8, 1956 school board meeting on the following day: "School Building Program for Spokane Is Outlined by Superintendent Shaw." Shaw proposed a \$10,000,000 building program for Spokane's public school system. That bond issue would be voted by Spokane citizens on November 6th.

The programs principal goals would be the construction of three junior high schools by the start of the 1959-60 school year to provide for the postwar baby crop of 1946 that then will be of the seventh grade age, he said." ... In the southwest, \$1,630,000 would be spent with \$1,400,000 set aside for the junior high school to go up north of Hart field. Board members voted before the evening was over to take steps to acquire title to land on the site now owned by the Lewis and Cark Playground association.

"Spokane O.K.s School Bond Issue," announced *The Spokesman-Review* on November 7, 1956 (P1:4-5). This approval, "by a commanding margin," would trigger the largest building program in the city's history. The approval of the 1954 bond issue of \$5,000,000 was recounted wherein Shadle Park High School (just completed) and 106 grade school classrooms, and the first unit of the trade school branch (to become Spokane Community College) were constructed.

In an important step signaling the beginning of a project was announced in November 27, 1958: "**South Side Junior High Bids Called in January**" was reported in *The Spokesman-Review*. The bids were called and were to be submitted by January 7, 1959. The building plans, with an estimated cost of \$1,300,000 were under review by state officials. Architect W.W. DeNeff of the firm which also prepared the plans for Glover and Shaw junior high school estimated an additional cost of \$57,622 for site development.

"Heavy Load Expected in Schools." Reported the *Chronicle* on December 12, 1958). South Side elementary schools are expected to be heavily loaded with pupils during the 1959-1960 school year. According to Superintendent William C. Sorenson, Sacajawea would provide relief when opening in the fall of 1960.

"Until Sacajawea is built, Lewis and Clark will be carrying a heavy load." Next fall we expect to take over rooms in the old trade school. Sorenson added that plans for Sacajawea are now in the state education office in Olympia and will be presented to the board of education next week.

The Sacajawea Junior Hgh School, that finally opened in September 1960, was described by an article in the December 12, 1958 edition of *The Spokesman-Review* in which it announced that 1279 students were expected to attend the new school. The school would face Thirty-third provide 24 general classrooms, library and a cafeteria, two arts and crafts rooms, four science rooms, and four home economics, gymnasium, two music rooms, shower rooms, a kitchen-health unit and offices facilities, two physical education teaching stations, and athletic fields.

Sacajawea was the third new junior high school, following Glover and Shaw, and each was planned to cost \$1,300,000 under the 1956 bond issue. The district's two other "much smaller" junior high schools, Havermale and Libby, were built in 1928.

The Spokesman-Review reported in its May 14, 1961 edition: "State O.K.s Plans for Ferris High." The new south side high school, first south of the Spokane River since Lewis and Clark, was approved for a site at Thirty-seventh and Regal. The state would provide \$392,152 in aid for the \$3,000,000 project which would fund the new 1,600-student high school.

Lewis and Clark would finally get a new field house according to the plans for the next bond issue. According to the January 21, 1962 edition of *The Spokesman-Review*: "School Group

Tells Bond Money Plans." The board was proposing a "...\$4.5 million bond issue chiefly for classroom additions to existing schools construction of two new schools, land acquisition for future schools..." Projects included an addition to Libby Junior High School, a field house for Lewis and Clark High School, including facilities for classrooms and physical education with a total cost of \$494,000 of which \$44,000 would be from state aid.

"Lewis and Clark's physical education facilities are among the poorest in the state for a large high school. (Boys' indoor physical education facilities have not been expanded since World War I. 1917.) If Lewis and Clark students are to receive a physical education program commensurate with that provided other Spokane boys and girls, the new field house must be provided immediately." The success of the bond vote was reported on February 14, 1962. There was, however, a challenge to the legality of the bond issues which threatened school and state building projects.

In March 1963 as the Lewis and Clark field house project was slated to begin, a stop was placed in the city's school projects. "Planning will stop on nearly \$2.5 million in Spokane school projects scheduled to start this year and the impending call for bids on the Lewis and Clark Field House probably will be postponed ... Those were immediate results in Spokane of today's order by the State Board of Education halting all school construction projects depending on state matching money from a 1961 bond issue authorized by the State Legislature. ... The \$600,000 LC Field House plans now are in Olympia awaiting approval of the State Department of Public Instruction ... probably will mean a delay in calling for bids on it."

But, the State Supreme Court, in a decision issued of August 7, 1963, upheld the legality of \$35.75 million in state bond issues. This decision had directly impacted \$2 million of school construction in Spokane. Among the projects was the remodeling of Libby Junior High School and the new Lewis and Clark High School Field House which were now both allowed to proceed. And apparently gift wrapping was in the offing as reported in a September 9, 1963 article in the *Chronicle* which included a photo of the "Gift Wrapped" wooden beams that had been erected in the new field house. Further up the South Hill in November 1963 the new Ferris High School was dedicated. Ferris would relieve the Lewis and Clark student load and become a friendly South Hill competitor over the ensuing years.

In addition to the Field House project which was nearing completion, *The Spokesman-Review* would report on June 5, 1964: "Freeway Halt Woes Mount." It was reported that property owners in the path of the proposed Fourth Avenue route of the Spokane Freeway, "were in the throes of confusion and fearful of staggering economic losses Tuesday as a consequence of a Superior Court decision barring construction of the expressway adjacent to Deaconess Hospital." One of the biggest potential losers is Spokane School District No 81, owner of the old Lewis and Clark High School Annex, which lies in the path of the proposed highway. H. Avery Peyton, president of the Spokane School Board, said the district will be hurt if the Fourth Avenue route is abandoned...

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The school district had been offered \$368,200 by the state for the LC. Annex Building [Author's note: Although this building is referenced as the Annex Building, it was not the former 1908

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Administration Building adjacent to the east side of the classroom building. Its stated location seems to be between Third and Fourth avenues at 704 West Fourth which is west of Wall Street]. The offer was accepted by the school district and formalized by action of the school board. The district was to have turned over the school building to the state June 30, after the close of the school year in 1964.

In addition, Peyton added, the school district has gone to considerable expense in recent months adding facilities to the new Lewis and Clark Field House because the board thought the annex would have to be abandoned. ... "Everything is too up in the air now," said Peyton. But, according a June 11, 1964 article in the *Chronicle*:

And the State Highway Commission's offer of \$368,200 for the Lewis and Clark Annex, at 704 Fourth, apparently was shelved pending the outcome of the Deaconess Hospital's lawsuit blocking construction of the freeway through the school property just north of the hospital between Third and Fourth. [Note: the I-90 viaduct was built so it apparently caused the removal of the "Annex."]

The Field House completion became a sore point for the school board as reported by *The Spokesman-Review* on June 25, 1964. The article revealed that the Spokane School Board directors were not pleased by the delay in completion of the Lewis and Clark Field House. "School officials said they had toured the project and found "very few men working" and the job still not completed although the completion date had passed almost five months ago."

In July, however, the building was complete and ready for public inspections. Articles in *The Spokesman-Review* of July 22 and 30, 1964 included photos of the new overpass over Howard Street (connecting to the west façade near the location of the 2020 passageway) and of the interior of the impressive new fieldhouse itself. The fieldhouse would open at the start of the new school year. The *Chronicle* of April 15, 1966 reported the dedication of the Lewis and Clark field house to E.L. "Squinty" Hunter who had coached at Lewis and Clark teams for 39 years and produced 21 city league championships. The event took place two years after his retirement and a year after opening but the honor was still cherished.

Lewis and Clark High School had, for over fifty years, been in the same "old" building without addition or remodel. The February 1, 1998 edition of *The Spokesman-Review* reported the upcoming bond vote and the improvements it would bring to the venerable school:

The bond, the largest the district has ever asked the public to support, includes many projects—from construction to remodeled science rooms.

The most expensive project, a dramatic renovation of Lewis and Clark High School, is also attracting its share of voters. About \$41 million would be spent to buy more property and remodel the building, which is so old that Theodore Roosevelt laid the cornerstone in 1911.

The plan is to preserve LC's Gothic Tudor style is inspiring Lori Holmes to vote yes, even though she didn't know how the rest of the bond money would be spent.

I like the way it looks," said Holmes an East Central resident whose children attend LC and Grant Elementary School. "I don't like this new stuff the district builds." [Others are quoted.]

The Spokesman-Review in the "Our View" editorial column wrote: "Thousands Wrote This Happy Ending." 2/5/1998. pB6:1. … "The women held signs that read "Yes for Kids" but the dreary weather and indifferent drivers seemed to predict a big no. It was election day in February and schools all over the region needed money. In a great, rainy day surprise, they got it." … "Voters in District 81 overwhelming approved a \$74.5 million bond. … "Why the big turnouts and why the yes votes? These are much happier questions to ponder than the where-dowe cut questions that follow school bond levy defeats.""Many theories were buzzing around Wednesday morning. In Spokane School District 81 maybe it was nostalgia voting. Lewis and Clark is a landmark. So people voted to save a bit of the past and wire it, and all the other schools, for the future." …

The project which would modernize the historic classroom building and add a much needed new gymnasium, parking and playfields across Stevens Street to the east also brought with it a period of intense controversy. The bond planning and bond issue did not reveal that the historic 1908 Administration building "Annex" would be demolished as part of the project. And, although, the Squinty Hunter field house was to be razed, that was planned as an extension of the green space west of the school and integration of Howard Street right of way into the campus.

As soon as the architect concepts indicated that the Annex was likely to be demolished, opposition began. *The Spokesman-Review* broached the subject in its June 29, 1998 "Our View" column "Public's input also important."

Beautiful old buildings capture our imagination -and our hearts.

Certainly, it was the love of a grand old building that let Spokane District voters to approve February's bond issue. These bonds will help finance the renovation of Lewis and Clark High School.

That election should be seen as a contract between the voters and the school district. It's a contract which implies that the historic character of Lewis and Clark will be preserved and restored as faithfully as possible.

It's a contract which the school district and the architect have repeatedly pledged to uphold. Now, as the design process begins, however, two issues have emerged which concern local historic preservation experts.

The school's wide, four-level staircases have been a defining characteristic of its interior for 86 years, Currently, the design calls for closing off most of those stairwells. That would prevent smoke from spreading should the building ever catch fire.

But it's possible that other creative—and safe—solutions exist. Open stairwells and atrium designs in buildings as diverse as the Spokane Opera House,

North Town Mall and Liberty Building, which houses' Aunties's Bookstore, have managed to balance safety and aesthetics.

Local architects experienced in historic preservation say that smoke evacuation systems—essentially large fans which quickly circulate smoke to the top of the building—can be sound alternatives.

The second concern is the future of the 1908 brick building on the east end of the campus. Tearing it down and replacing it, preservationists warn, would jeopardize the building's status on the National Register of Historic Places.

It will be important to fully examine the historic issues surrounding the renovation of LC, allowing plenty of time for public discussion and seeking the expertise of those who have successfully restored other historic Spokane buildings.

It is also important that the concerns of alumni, parents and students be heard early in the design process. The time to ignite the public's passion for this building is now.

The school district should consider rescheduling its LC public forum meetings. These meetings, at 9 a.m. on Wednesdays, are difficult for working people to attend.

In the meantime, it's important to remember that most of the news surrounding the Lewis and Clark renovation has been extremely positive. Lately, a new idea has emerged which could be a win-win solution for historic buildings in downtown Spokane.

Lewis and Clark alum Rob Brewster hopes to restore the Holley-Mason building and house Lewis and Clark students there during the 1999-2000 and 2000-2001 school years. The 1905 building, with its remarkable brick and terracotta façade, has stood vacant for nearly two decades. This link to Lewis and Clark could help revive not one, but two historically significant Spokane landmarks.

It's difficult to underestimate the importance of old, treasured buildings to a city's identity and livability. Such heirlooms require the entire community's wise and careful attention.

Chris Peck, editor of *The Spokesman-Review* wrote his opinion of August 9, 1998: "Despite charm, old school faces new realities." Mr. Peck was a bit harsher on the historic Annex than the previous writer. He discussed the architect's plight in meeting current building codes and making the building work as an top-flight educational facility with respect to the stairs as well as the saving the old Administration building. But his lead into the article suggested he was not so keen about saving the 1908 building.

"Anyone who has ever gone junking in a dusty antique stop knows this dilemma. Is what you find there valuable and a treasure? Or is it just dirty and old?

The junker's dilemma is precisely what faces the architects charged with renovation the 1912 Lewis and Clark High School in Spokane.

In February, an astonishing 78 percent of the voters approved plans to turn 86year-old Lewis and Clark into a school for the 21st century.

Now, in August, comes the hard part.

"How much restoration can we do and still make sure we watch out for student safety and prepare for the needs of the 21st-century education?" said Ned Hammond, Spokane School Districts' planning director, on a recent tour of the old building.

The warm glow left over from voter approval to restore the oldest high school in Spokane threatens to turn into a heated debate.

"We want Lewis and Clark renovated as promised and not gutted," said Steve Franks, co-founder of a year-old group called Spokane Preservation Advocates.

"I supported the LC project," Franks said. "I never dreamt in a million years that they would now be talking about demolishing a part of the school and removing the staircases. These are shocking proposals we never thought would be on the table."

The details of how LC would be renovated weren't ever outlined because the bond had to be approved before real planning for renovation could begin.

And once the architects got inside the old administration building, which has roots predating LC because the building was part of South Central High School that burned in 1909, the challenges were even more complex and costly

"That annex building has four different floor levels that don't match up with the LC building." McNutt (NAC architecture) said. "And the annex never was built for classroom spaces."

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Perhaps. But the historic preservation folks also need to remember the junker's dilemma. Just because it's old, doesn't mean it's good.

A drive up Stevens past the old administration building doesn't exactly bring tears to the eyes.

The old building is half buried into the hillside, has few outstanding architectural features and actually blocks the view of the much more visually appealing Gothic Tudor ornamentation on the main Lewis and Clark structure.

"Historic LC Annex to be Demolished," was the Page One report in September 10, 1998 edition of *The Spokesman-Review*.

Renovation of Lewis and Clark High School will include demolishing the school's 1908 administration building, Spokane School District 81 board members decided Wednesday. Despite last-minute pleas from preservationists, the board unanimously approved designs for LC that call for replacing the administration building with a structure that officials say will be more space-efficient.

"I am very disappointed but not surprised," said Steve Franks, a member of Spokane Preservation Advocates. "The school district staff and school board proved tonight that public input is meaningless." *The Spokesman-Review* announced on 10/23/1998: "Group to hold rally on Saturday to urge saving Lewis and Clark annex." The "Save the Annex Project" will hold a rally at the Lewis and Clark High School to promote saving the school's 1908 administration building. The annex is the only structure that survived a fire that destroyed South Central High School, LC's predecessor. Replacing it means the school most likely will be removed from the National Register of Historic Places." On January 7, 1999, the "Billboard Salvo" was reported in the *Review* as the supporters of the Annex publicly criticized the school board for its decision to demolish the historic building. One of the boards was placed across from the District 81 headquarters downtown, and one across from the Annex itself. Dr. Gary Livingstone, School District superintendent reminded that the board decision was supported by the teachers: "LC staff and teachers voted unanimously last summer to get rid of the old building saying it wasn't compatible with learning." In the same issue, it was reported that the Holley-Mason, another historic building would be configured to accommodate LC students during the 2-year renovation project.

Salvos of letters to the editor, one from National Historic Trust member as far away as San Francisco, citizens, former students, teachers, staff and board members argued passionately on both sides of the issue. *The Spokesman-Review* Roundtable page of January 19, 1999, featured two quarter-page opinion pieces, one by Christie Querna, Spokane School Board member: "Best Education is School Board Priority for LC Renovation," and the other by Kathy and Bill and Semmler, LC alums and parents of recent LC graduates.

Functional LC Should be Result of Preservation Through Renovation." Ms. Querna voiced the position that "The majority of the public comments seemed to favor keeping the education mission of the high school as our first priority. Most importantly, the LC staff, those who use the building on a daily basis and know intimately what works and what doesn't, voted overwhelmingly in favor of replacement of the annex."

The Semmler's, on the other hand posited that "The school district promised renovation, had money for renovation it its budget, but now says demolition is what we'll get. We did not vote to tear down the most historical building District 81 owns. The public voted in February, overwhelmingly, to renovate LC, but District 81 is ignoring that vote."

Finally, on August 5, 1999, the *The Spokesman-Review* reported: Group drops appeal; LC annex will be razed." Groups including "Save the Administration Building," and "Citizens for Standards" that had railed against Spokane Schools for what they perceived as a project that would ruin the historical integrity of the school "raised the white flag." They withdrew their appeal from Superior Court. They maintained their position and stated that "dropping the appeal in no way invalidates our position."

Construction progressed on the new Lewis and Clark and *The Spokesman-Review* reported on August 23, 2001 that "Crews Race to Finish LC on Time." The grand opening for the refurbished Lewis and Clark would begin on Friday and carry through the weekend. "In one week, hammers will give way to the pounding of 4,000 feet as teachers and students start classes again." A three-day gala was hosted by the school district. Associate Superintendent Mark

Anderson stated, "LC is an example of how the community can rally around education." "This weekend is expressing our gratitude." The article described how the historic auditorium was coming back alive, historic paintings were restored, the dedication of the new "Squinty" Hunter Field House, the Administration building's repurposed front facade that became a 22-foot tall archway, opening up skylights that had been closed over for WWII, and refurbishing of historic terrazzo floors among other things.

Although the Administration building had been razed, and stood now only as a gateway monument, the Lewis and Clark High School nomination for the National Register of Historic Places was amended in 2001 by Spokane Schools with the assistance of Stephen Emerson to document changes to the building from when it had first been listed.

Lewis and Clark High School continues to serve the south side of Spokane, enriching the minds of eager students, and with its 2020 cafeteria/kitchen and classroom addition in the place of the original "Squinty" Hunter Field House, looking toward the future of Spokane's youth.

Loren L. Rand (1851 - 1935)

Loren Rand was born in Amesbury, MA in 1851, the son of William H. and Mary Ann Bartlet Rand. His father was a manufacturer of carriages, and his mother, a descendant of Josiah Bartlet, a signer of the Declaration of Independence. Educated at Massachusetts Institute of Technology, Rand opened an architect's office in Grand Rapids, MI, moved to Minneapolis, and settled in Spokane in 1888. According to Durham (1912), Rand "has been one of the leading architects of the city throughout all the intervening years." Among some of his earlier residences which he designed were those of former Territorial Judge Nash; E.L. Powell, former Spokane Mayor, Spokane businessman and civic leader; H.F. Belt; and S. Heath, founder of what would become John W. Graham and Company.

Rand, with J.K. Dow, designed the first four-story building erected in Spokane after the fire, known as the Tidball Block. Also with J.K. Dow, he designed the Masonic Temple, Bump Block/Carlyle Hotel, and Bennett Block. According to Durham: "...some of the more recent business buildings which stand as monuments to his skill and ability are the Riverside avenue and Main street additions to the Crescent store, all of the buildings for the Spokane Dry Goods Realty Company, the Marble bank building, now occupied by the Union Trust & Savings Bank, and others." "He has also erected twelve or fifteen school buildings, including the new Lewis and Clarke [sic] high school, which has but recently been completed and which is the finest school building in the northwest; also the Roosevelt, Longfellow, Stevens, Cooper, New Franklin, Audubon, Frances Willard, Hayes Park, Adams and Jefferson school buildings. He likewise designed the First Presbyterian church, which has been built only a few years and which is perhaps the finest in the Inland Empire." … "He entered a profession in which only merit and ability win advancement and his thorough preliminary training and long experience have qualified him for important duties in this direction."

In 1926, Lucy Robinson wrote in The Spokane Woman about architect Rand:

The architect more than any other man builds his own monuments. In wood or stone he raises memorials to his own personality, his own dream made permanent. The builder of schools leaves an influence that affects the lives of thousands, in his own time and in many years to come.

Loren L. Rand has designed many buildings in Spokane but Lewis and Clark high school is probably his finest achievement. In the desire to pass the credit for his successful piece of work to other people, Mr. Rand says that the cooperation and personal interest of the teachers in his plans made his success possible. He talked over every detail of the building. They knew the results they needed and he translated their ideas into a structure of permanent beauty and usefulness. He has designed many schools. The unit plan used by the Spokane School Board for several fine buildings is his work, adaptable to many conditions and to easy changes as a school grows. The Hawthorne, McKinley and Columbia buildings are also his work. Prominent in the downtown district, the Main Avenue building of the Crescent store is one of the business blocks designed by Mr. Rand.

Rand was known for his prolific work in designing Spokane schools, but most have been razed. His extant buildings, in addition to Lewis and Clark High School, include Adams Elementary School, Jefferson Elementary School, Wilson Elementary School, Franklin Elementary School, and McKinley School.

Rand's other major buildings include: the Crescent Building #2 (1919), 707 W. Main Avenue; Dry Goods Realty Company Building (1909), 170 South Lincoln; Crescent Service Building (1908), 152 South Lincoln; Hotel Grand Coulee (1910), 106 S. Cedar Street; and Masonic Temple (1905), 1108 West Riverside Avenue.

Rand was a member of the Masonic Lodge, the Oriental Lodge and the Shrine. Also a member and a past president of the Sons of the American Revolution, his mother being a descendant of Josiah Bartlet, one of the signers of the Declaration of Independence.

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- --. "Graduating Class of South Central High Presents Fountain to School." 6/10/1010. P3:3.
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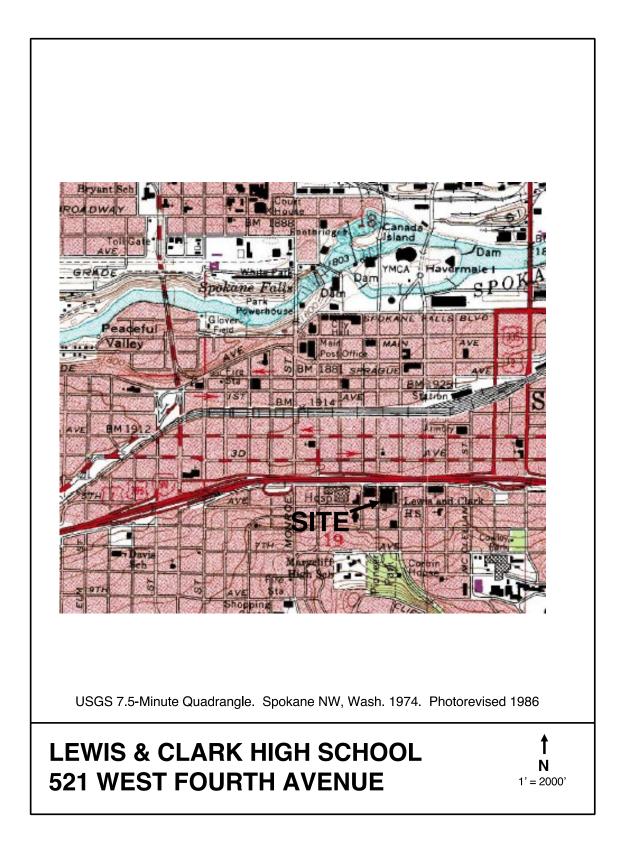
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MAPS, PHOTOS, DRAWINGS



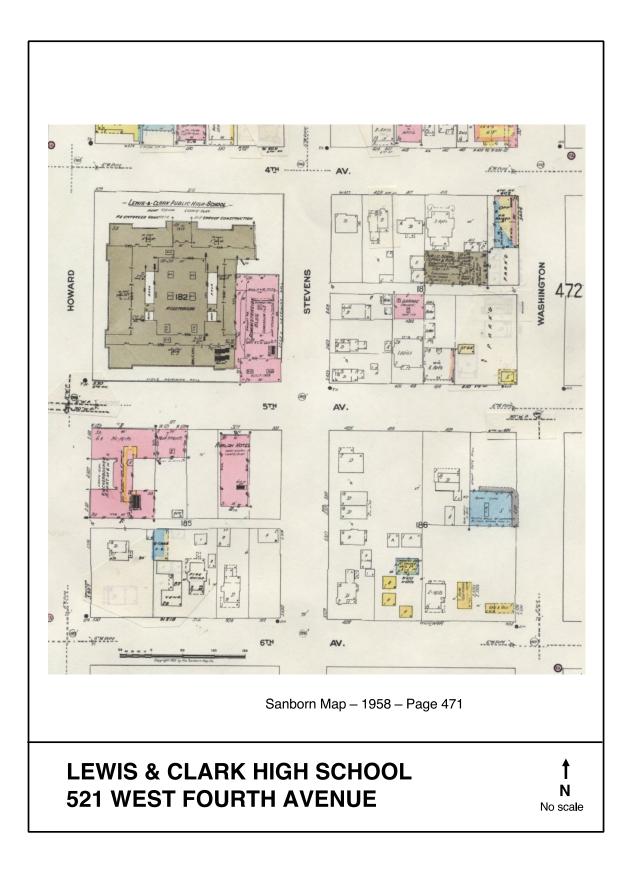


Spokane City Map – May 2021

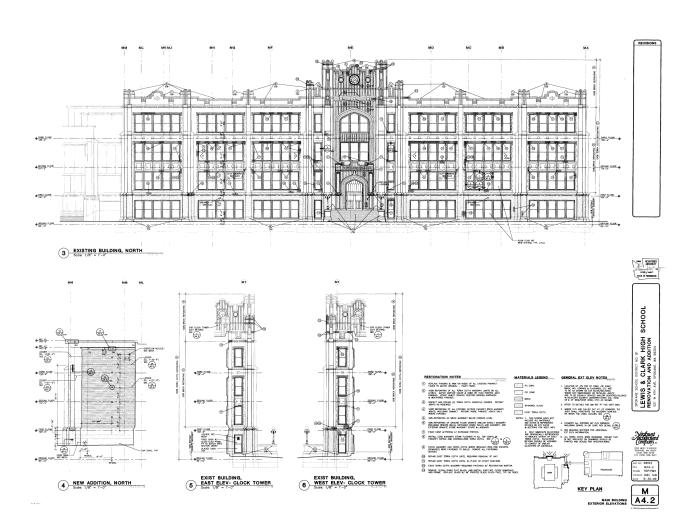
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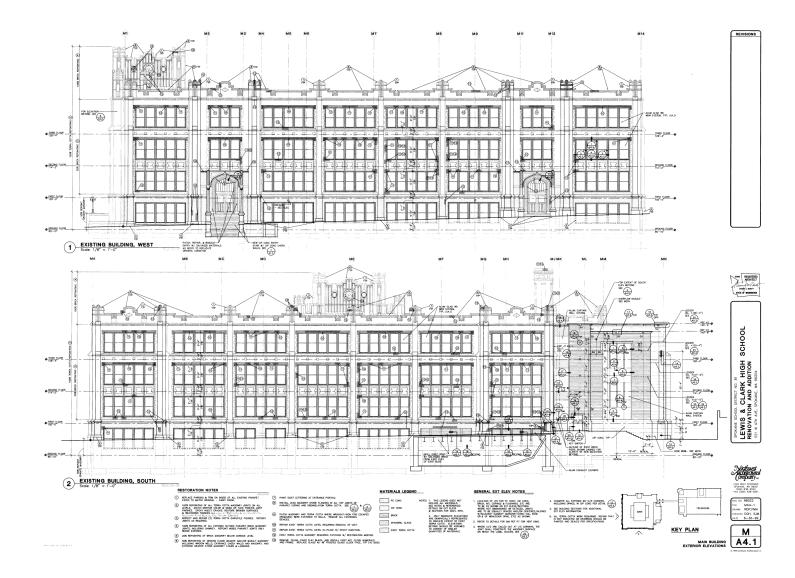
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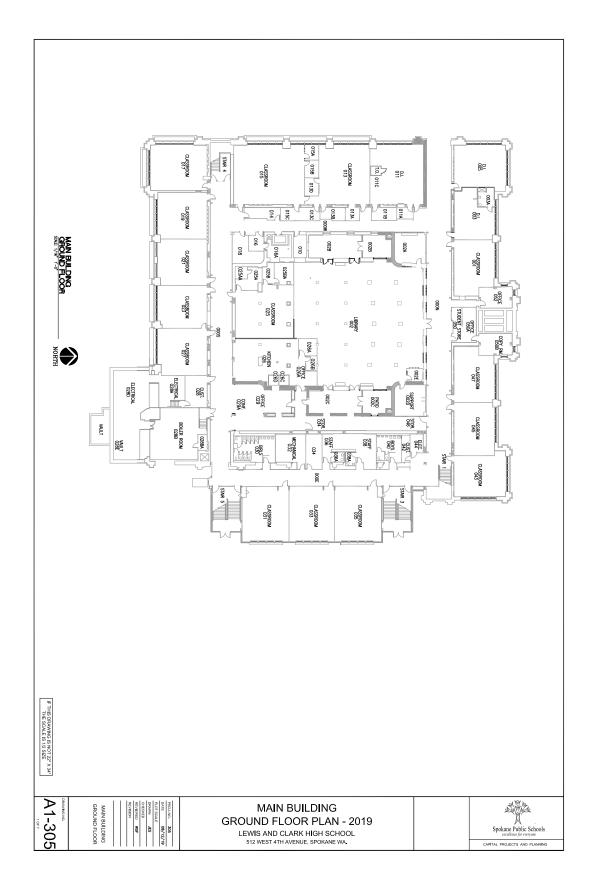


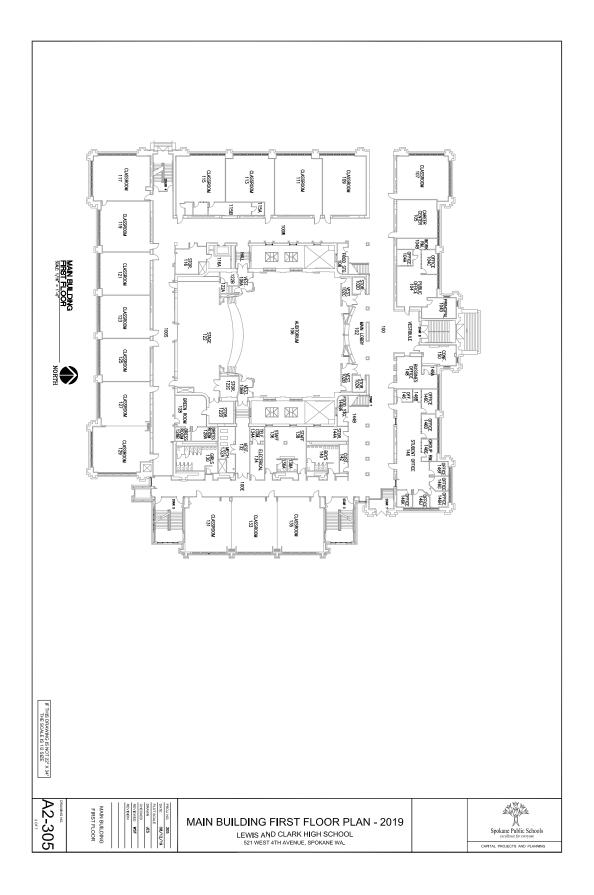
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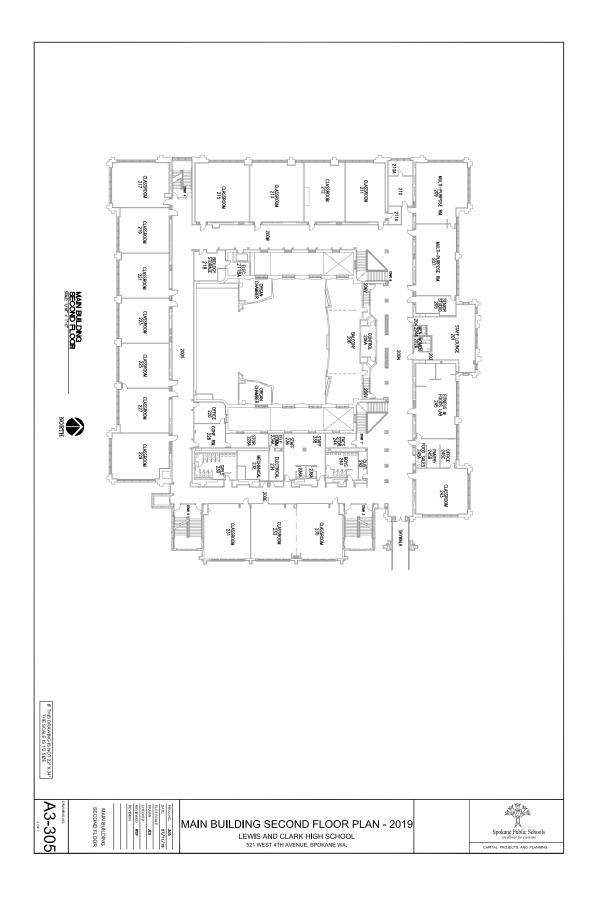


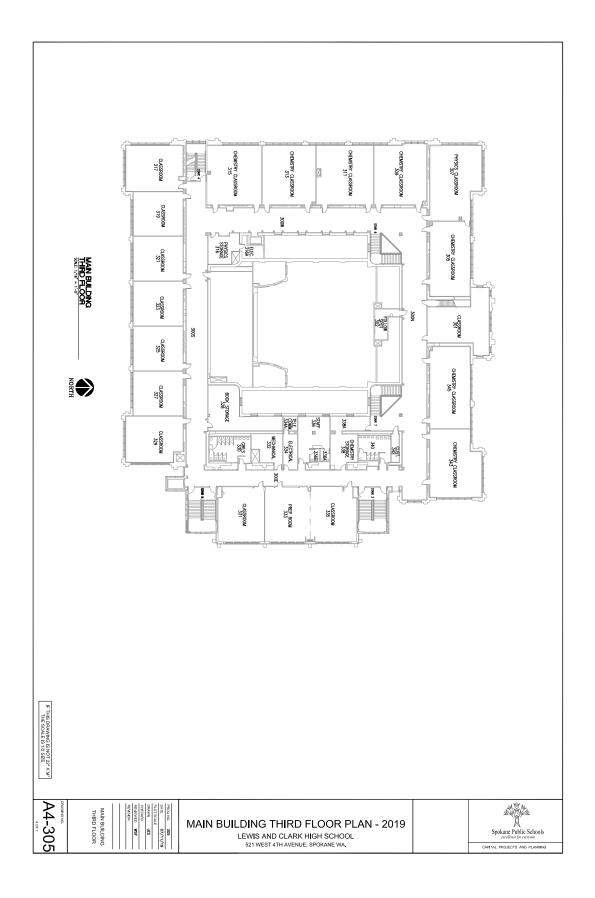
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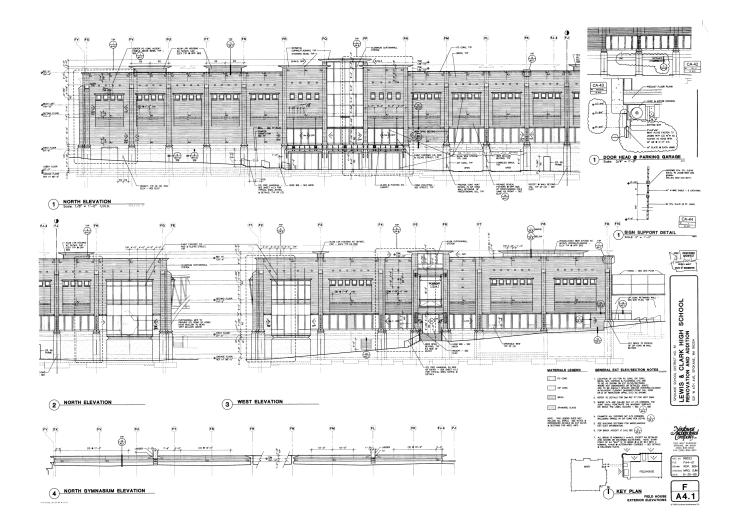






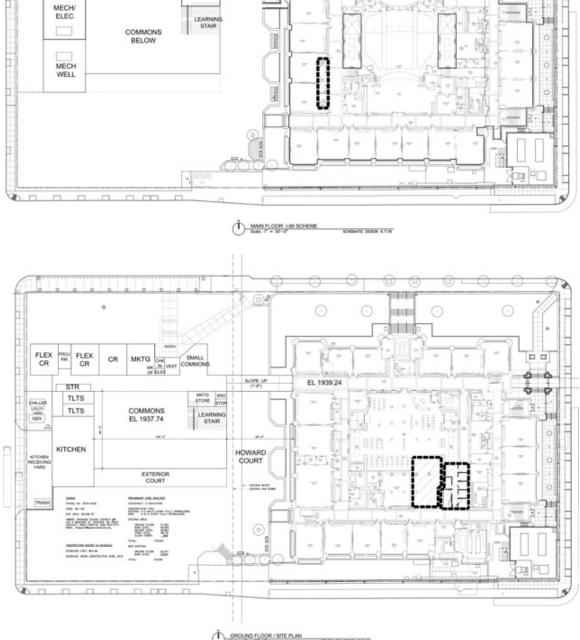


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ELEVATIONS FOR 2001 ADDITION – HUNTER FIELD HOUSE

FLOOR PLANS FOR 2020 ADDITION



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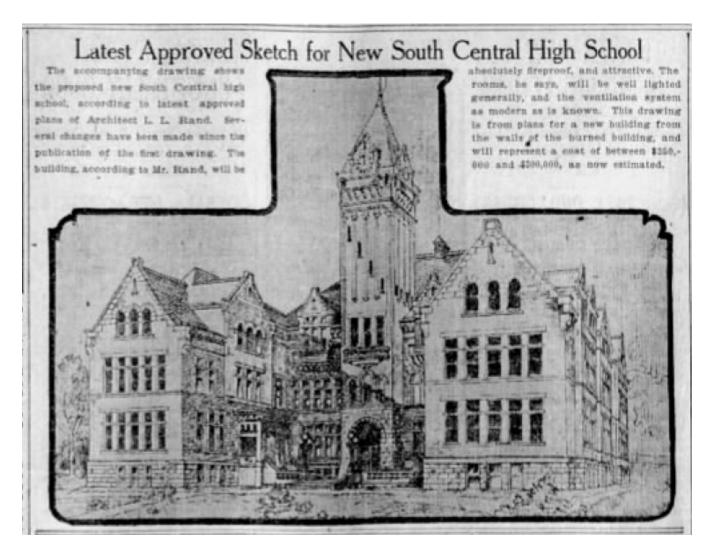
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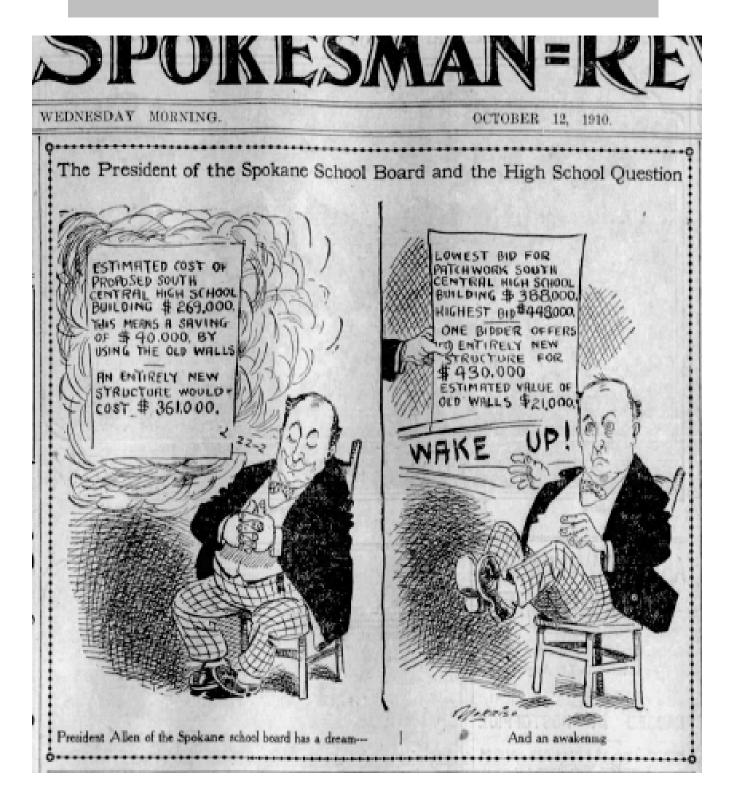
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The Spokesman Review. 10/6/1910. p

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The Spokesman-Review. "New South Central High School Front Elevation Drawing. 12/3/1910.



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08/16/2021 Clerk's File # OPR 2021- Renews # Submitting Dept HOUSING & HUMAN SERVICES Cross Ref # Contact Name/Phone DEBBIE CATO 625-6707 Project # Contact E-Mail DCATO@SPOKANECITY.ORG Bid # Contact #		
Submitting Dept HOUSING & HUMAN SERVICES Cross Ref # Contact Name/Phone DEBBIE CATO 625-6707 Project #	0532	
Contact Name/PhoneDEBBIE CATO625-6707Project #		
Contact E-Mail DCATO@SPOKANECITY.ORG Bid #		
Agenda Item TypeContract ItemRequisition #N/A		
Agenda Item Name 1680 - 2021-2023 CONSOLIDATED HOMELESS GRANT PROGRAM AGREE	1680 - 2021-2023 CONSOLIDATED HOMELESS GRANT PROGRAM AGREEMENT	

Agenda Wording

CHHS is requesting approval to accept the Consolidated Homeless Grant award from the Washington State Office of Family and Adult Homelessness (OFAH) and approval to subaward funds in accordance with the CHHS 5-year RFP (OPR 2019-0336 & 2019-0649).

Summary (Background)

CHHS's CHG award consists of \$1,392,813 in CHG Base funding, \$368,900 for Permanent Supportive Housing for Chronically Homeless Families, and \$7,849,338 for the Housing and Essential Needs program inclusive of administrative funding for CHHS and the subrecipients. In acknowledgement of the CHHS department's status as Collaborative Applicant for the regional Continuum of Care Grant, OFAH has renewed the City's status as System Demonstration Grantee (SDG). See briefing paper for additional detail.

Lease? NO	Grant related? YES	Public Works? NO	
Fiscal Impact		Budget Account	
Neutral \$ 1,76	1,713 - CHG	# 1540-95571-XXXXX-XXX	XX-XXXXX
Neutral \$ 7,84	9,338 - HEN	# 1540-95572-XXXXX-XXX	XX-XXXXX
Select \$		#	
Select \$		#	
Approvals		Council Notification	IS
Dept Head	LEWIS, DAVID G.	Study Session\Other	PIES - 7/26/2021
Division Director	DAVIS, KIRSTIN	Council Sponsor	CM Wilkerson
Finance	HUGHES, MICHELLE	Distribution List	
Legal	ODLE, MARI	dcato@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	kdavis@spokanecity.org	
Additional App	provals	cpatterson@spokanecity.c	org
Purchasing		chhsgrants@spokanecity.c	org
<u>GRANTS,</u>	STOPHER, SALLY	chhsaccounting@spokanecity.org	
CONTRACTS &			
PURCHASING			
		cmis@spokanecity.org	
		•	

Briefing Paper

Public Infrastructure, Environment, & Sustainability

Division & Department:	Neighborhood and Business Services – Community, Housing, and Human Services (CHHS) Department
Subject:	Office of Family and Adult Homelessness Award Renewal –
	2021-2023 Consolidated Homeless Grant Program Agreement
Date:	July 26, 2021
Author (email & phone):	Matt Davis (mrdavis@spokanecity.org ext. 6815)
City Council Sponsor:	CM Betsy Wilkerson
Executive Sponsor:	David Lewis
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	Consent 🔲 Discussion 🔲 Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness
Strategic Initiative:	Safe & Healthy / Reduce Homelessness
Deadline:	Award is retroactive to July 1, 2021
	CHHS is requesting permission to accept a \$9,611,051 grant renewal award from the Office of Family and Adult Homelessness and subgrant funds to awardees of the CHHS 5-Year RFP. 2, 2021, the Office of Family and Adult Homelessness (OFAH) released a Department for the Consolidated Homeless Grant (CHG) for the period
 Supportive Housing for Essential Needs progra In acknowledgement o regional Continuum of Demonstration Grante implementation. 	sists of \$1,392,813 in CHG Base funding, \$368,900 for Permanent Chronically Homeless Families, and \$7,849,338 for the Housing and m inclusive of administrative funding for CHHS and the subrecipients. f the CHHS department's status as Collaborative Applicant for the Care Grant, OFAH has renewed the City's status as System e (SDG) for CHG which offers a higher degree of flexibility in program
Budget Impact: Approved in current year budg Annual/Reoccurring expenditu If new, specify funding source: Other budget impacts: N/A Operations Impact: Consistent with current operat Requires change in current operat Specify changes required: N/A Known challenges/barriers: N/A	re? Yes No N/A Yes No ions/policy? Yes No erations/policy? Yes No



Interagency Agreement with

City of Spokane – Community, Housing, and Human Services Department

through

Community Services and Housing Division Housing Assistance Unit

System Demonstration Grant (SDG)

Start date: July 1, 2021

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	Definitions All Writings Contained Herein Amendments Amendments Assignment Confidentiality and Safeguarding of Information Confidentiality and Safeguarding of Information Copyright Disputes Zerostration Governing Law and Venue Zerostration Indemnification Zerostration Licensing, Accreditation and Registration Zerostration Records Maintenance Zerostration Savings Zerostrating Subcontracting Zerostration Survival Zerostration Termination for Cause Zerostration Treatment of Assets Zerostration Waiver Zerostration

Attachment A, Scope of Work Attachment B, Budget

FACE SHEET

Washington State Department of Commerce Community Services and Housing Division Housing Assistance Unit System Demonstration Creant (SDC)

	System Demons	stration Grant (SD	(Di		
1. Contractor		2. Contractor Do	ing Business As (optiona	l)
City of Spokane Community, Housing, and H 808 W. Spokane Falls Blvd. Spokane, WA	uman Services Department	N/A			
3. Contractor Representativ	ve	4. COMMERCE	Representative		
Matt Davis Homelessness Program Professional (509) 625-6815 <u>mrdavis@spokanecity.org</u>		Sarah Harrison1011 Plum Street SEGrant ManagerOlympia,Washington,98504(360) 463-02162525sarah.harrison@commerce.wa.gov			
5. Contract Amount	6. Funding Source		7. Start Date		8. End Date
\$9,611,051	Federal: State: Other	: 🛛 N/A: 🗌	July 1, 2021		June 30, 2023
9. Federal Funds (as applic	able) Federal Agency:		CFDA Nu	mber	
N/A	N/A		N/A		
10. Tax ID #	11. SWV #	12. UBI #		13. DI	UNS #
N/A	SWV0003387-03	328013877		N/A	
14. Contract Purpose				•	

This grant provides resources to assist people who are experiencing homelessness obtain and maintain housing stability. Grantees and subgrantees must prioritize unsheltered homeless households for assistance and services

15. Signing Statement

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: 2022-2023 SDG Information and Budget workbook, SDG Guidelines (as they may be revised from time to time), and Contract Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.

FOR CONTRACTOR	FOR COMMERCE
David Lewis, Action Senior Manager	Diane Klontz, Assistant Director Community Services and Housing Division
Date	Date
	APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed the Contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment B – Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly. Exceptions to the single billing per month (or quarterly) can be made by COMMERCE on a case-by-case basis.

When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

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

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

5. ELIGIBLE USE OF FUNDS

Funding awarded under this Grant may only be used for eligible activities and expenses described in the SDG Program Guidelines. These Guidelines are incorporated by reference.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable. Contractor shall provide upon requested to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program.

7. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A Scope of Work
- Attachment B Budget
- SDG Guidelines, incorporated by reference on the Face Sheet

1. **DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- **A.** "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- **C.** "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- **D.** "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- **F.** "State" shall mean the state of Washington.
- **G.** "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

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

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. <u>COPYRIGHT</u>

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. <u>RECORDS MAINTENANCE</u>

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. <u>SURVIVAL</u>

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. <u>WAIVER</u>

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

- A. Grantees shall commit to operating a high-performing crisis response system in their county by:
 - a. Prioritizing unsheltered homeless households and households fleeing violence for services and programs.
 - b. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing.
 - c. Employing a progressive engagement service model.
 - d. Prioritizing households most likely to become homeless when using prevention rent assistance.
- B. Grantees shall submit the following monthly deliverables on time with truthful, accurate information:
 - a. Invoice and Voucher Detail Worksheet for reimbursement
 - b. Required report(s) from HMIS included with the Invoice
- C. Grantees shall submit the following deliverables on time with truthful, accurate information:
 - a. Local Homeless Housing Plan Updates.
 - b. Annual County Report/Homeless Housing Inventory including Point-In-Time Count information.
 - c. Essential Needs Report.
 - d. Grantees shall commit to reporting complete quality data that is timely, truthful and accurate.
- D. Grantees shall comply with all of the requirements, policies and procedures in the System Demonstration Guidelines, including the Coordinated Entry Guidelines.
- E. Grantees shall commit to participating in developing new performance measures that will be finalized by January 2022.

Budget

Budget	Total
Admin	\$208,922.00
Rent/Fac Support Lease	\$543,197.00
Other Rent/Fac Support Lease and Housing Costs	\$13,928.00
Operations	\$626,766.00
PSH CHF Rent/Fac Support Lease	\$236,500.00
PSH CHF Other Rent/Fac Support Lease and Housing	\$10,000.00
Costs	
PSH CHF Operations	\$122,400.00
HEN Admin 2022	\$189,815.00
HEN Rent/Fac Support and Housing Costs 2022	\$2,211,000.00
HEN Operations 2022	\$1,523,854.00
HEN Admin 2023	\$189,815.00
HEN Rent/Fac Support and Housing Costs 2023	\$2,211,000.00
HEN Operations 2023	\$1,523,854.00
Total	\$9,611,051.00

Consolidated Homeless Grant (CHG)

Contract Number: 22-46108- 30 Contract Dates: July 1, 2021-June 30, 2023

Grantee Name: City of Spokane

Review by:

(Before Executive signature)

Name:	Date:	Initials:
Cassandra Brown		

DocuSign^{*}

		_ = = = =
Certificate Of Completion		
Envelope Id: EAF947D0E72D43CC97C946FD9540 Subject: Please DocuSign: Spokane City SDG Gran Division: Community Services and Housing Program: SDG ContractNumber: 22-46108-30 Source Envelope:	ED32 ht Agreement 2021-2023.docx, Routing memo.docx	Status: Sent
Document Pages: 13 Certificate Pages: 5 AutoNav: Enabled Envelopeld Stamping: Enabled Time Zone: (UTC-08:00) Pacific Time (US & Canad	Signatures: 0 Initials: 0 la)	Envelope Originator: Sarah Harrison 1011 Plum Street SE MS 42525 Olympia, WA 98504-2525 sarah.harrison@commerce.wa.gov IP Address: 198.239.10.178
Record Tracking		
Status: Original 7/6/2021 8:37:47 AM Security Appliance Status: Connected Storage Appliance Status: Connected	Holder: Sarah Harrison sarah.harrison@commerce.wa.gov Pool: StateLocal Pool: Washington State Department of Commerce	Location: DocuSign Location: DocuSign
Signer Events	Signature	Timestamp
Cassandra Brown cbrown@spokanecity.org City of Spokane Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/29/2021 5:11:25 PM ID: a42a41d5-8118-474e-ba86-57235765e7f7 David Lewis dglewis@spokanecity.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Diane Klontz diane.klontz@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 7/7/2021 3:28:50 PM Viewed: 7/7/2021 3:48:13 PM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Kathy Kinard Kathy.Kinard@commerce.wa.gov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 147.55.134.15	Sent: 7/6/2021 8:44:43 AM Viewed: 7/7/2021 2:57:21 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Tedd Kelleher tedd.kelleher@commerce.wa.gov Senior Managing Director Washington State Department of Commerce Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	VIEWED Using IP Address: 147.55.149.249	Sent: 7/7/2021 2:57:22 PM Viewed: 7/7/2021 3:28:50 PM
Carbon Copy Events	Status	Timestamp
Matt Davis mrdavis@spokanecity.org Security Level: Email, Account Authentication		
(None) Electronic Record and Signature Disclosure: Accepted: 6/29/2021 4:58:25 PM ID: 7619f156-fe2d-4595-9ef7-53d6bda8ac7c		
Electronic Record and Signature Disclosure: Accepted: 6/29/2021 4:58:25 PM	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 6/29/2021 4:58:25 PM ID: 7619f156-fe2d-4595-9ef7-53d6bda8ac7c	Signature Signature	Timestamp Timestamp
Electronic Record and Signature Disclosure: Accepted: 6/29/2021 4:58:25 PM ID: 7619f156-fe2d-4595-9ef7-53d6bda8ac7c Witness Events		
Electronic Record and Signature Disclosure: Accepted: 6/29/2021 4:58:25 PM ID: 7619f156-fe2d-4595-9ef7-53d6bda8ac7c Witness Events Notary Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 6/29/2021 4:58:25 PM ID: 7619f156-fe2d-4595-9ef7-53d6bda8ac7c Witness Events Notary Events Envelope Summary Events	Signature Status	Timestamp Timestamps

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows: To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <u>https://support.docusign.com/guides/signer-guide-signing-system-requirements</u>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	7/27/2021	
08/16/2021	Clerk's File #	OPR 2020-0449		
		Renews #		
Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	RES 2020-0028	
	MANAGEMENT			
Contact Name/Phone	KEVIN PICANCO 625-6088	Project #	2017141	
Contact E-Mail	KPICANCO@SPOKANECITY.ORG	Bid #		
Agenda Item Type	Contract Item	Requisition #		
Agenda Item Name	4250 - WILSON & COMPANY SOLE SOURCE THIRD AMENDMENT			
	•			

Agenda Wording

Third amendment for Wilson & Company's Contract for additional costs to complete BNSF inspection work associated with the COS - Regal/Cleveland/Grace Water & Sewer replacement project associated with WSDOT-NSC construction.

Summary (Background)

This third amendment covers Wilson & Company costs to complete the remainder of inspection activities in the amount of \$24,813; the revised total contract amount is \$174,703. WSDOT will reimburse the City for the costs incurred.

Lease? NO Gr	rant related? NO	Public Works? YES		
Fiscal Impact		Budget Account		
Expense \$ 24,813.00		# Various		
Select \$		#		
Select \$		#		
Select \$		#		
Approvals		Council Notification	<u>S</u>	
Dept Head MILLER, KATHERINE E		Study Session\Other	PIES 7/26/21	
Division Director FEIST, MARLENE		Council Sponsor	Beggs	
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List		
Legal	ODLE, MARI	eraea@spokanecity.org		
For the Mayor	ORMSBY, MICHAEL	kpicanco@spokanecity.org		
Additional Approvals	<u> </u>	icmaccounting@spokaneci	ty.org	
Purchasing		aduffrey@spokanecity.org		
		publicworksaccounting@spokanecity.org		
		and rew.leifheit@wilson.com		
		mdavis@spokanecity.org, k	kemiller@spokanecity.org	

City Clerk's No. 2020-0449



City of Spokane

CONTRACT AMENDMENT

Title: ON CALL INSPECTION SERVICES

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WILSON & COMPANY**, whose address is 4401 Masthead Street, Suite 150, Albuquerque, New Mexico 87109 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to perform On-Call inspection services for NSC as required by BNSF Railroad; and

WHEREAS, additional time and funds have been requested, thus the original Contract needs to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated June 16, 2020 and June 17, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

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

3. AMENDMENT.

The original Contract is amended to include additional time and work as required.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **TWENTY FOUR THOUSAND EIGHT HUNDRED THIRTEEN AND NO/100 DOLLARS** (**\$24,813.00**) for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document. IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

WILSON & COMPANY

CITY OF SPOKANE

Ву		Ву	
Signature	Date	Signature	Date
Type or Print Name		Type or Print Name	
Title		Title	
Attest:		Approved as to form:	

City Clerk

Assistant City Attorney

21-109

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Public Works Division / Integrated Capital Management		
Subject:	NSC – City Utility Relocations - Wilson & Company Contract		
Date:	7/26/21		
Author (email & phone):	kpicanco@spokanecity.org, (509) 625-6088		
City Council Sponsor:	Council President Beggs		
Executive Sponsor:	Marlene Feist		
Committee(s) Impacted:	PIES		
Type of Agenda item:	🖾 Consent 🔲 Discussion 🔲 Strategic Initiative		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan, 6-Year Wastewater & Stormwater Utility Program		
Strategic Initiative:	Innovative Infrastructure		
Deadline:			
Outcome: (deliverables, delivery duties, milestones to meet)	3rd Amendment for Wilson & Company's Contract for additional cost to complete BNSF inspection work associated with COS - Regal/Cleveland/Grace Water & Sewer replacement project		
provider and authorizing contract services associated with the Row Previous amendments cover exp relocation work for the NSC-Cleve and Casings project, with the sam This 3rd amendment covers Wils The 3rd amendment amount is \$ WSDOT will reimburse the City for executed WSDOT/COS GCB 3086	cil approved the declaration of Wilson & Company as a sole source at and the expenditure of approximately \$91,080 for BNSF Inspection an Force Main project without public bidding. ansion of the project scope and cost to cover additional NSC utility eland, Grace, Green, Jackson, Ralph Water & Sewer Replacements the BNSF inspection requirements to be conducted by Wilson & Co. on costs to complete the remainder of inspection activities. 24,813; the revised total contract amount is \$174,703. or the costs incurred for Wilson inspection services utilizing the Task Order AJ.		
 for inspection services as Contract amendments w A 3rd amendment is nece This 3rd amendment is \$ 	cource resolution was approved by Council on Monday May 11, 2020 sociated with the NSC Rowan Force Main project ere approved by Council on Sept. 14, 2020 and May 3 rd , 2021 essary to cover remaining Wilson/BNSF inspection costs 24,813 for remaining inspection; revised contract total: \$174,073 e City for the costs incurred		
Budget Impact: Approved in current year budget? Annual/Reoccurring expenditure? Yes If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Operations Impact: Operations Impact:			
Consistent with current operatio Requires change in current opera Specify changes required: Known challenges/barriers:			

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	7/21/2021	
08/16/2021		Clerk's File #	OPR 2020-0694	
		Renews #		
Submitting Dept	PUBLIC WORKS	Cross Ref #		
Contact Name/Phone	MARLENE FEIST 625-6505	Project #		
Contact E-Mail	MFEIST@SPOKANECITY.ORG	Bid #		
Agenda Item Type	Contract Item	Requisition #		
Agenda Item Name	5200 - FLUORIDATION AGREEMENT CONTRACT AMENDMENT WITH ARCORA			
Agenda Wording				

In September of 2020, the City entered into a contract with the Arcora Foundation that would provide funding for fluoridation of the City's water system; the contract required the City to pay back any funds if it did not proceed with fluoridation.

Summary (Background)

The City and Arcora need to sign an amended agreement to allow the City to proceed with a comprehensive engineering study of up to \$600,000 using Arcora grant funds. These funds would not have to be repaid regardless of whether the City proceeds with installing a fluoridation system. The Mayor and Council have agreed to have a full public and transparent discussion to review the study's results and determine next steps.

Lease?	NO Gra	ant related? YES	Public Works? YES		
Fiscal	Impact		Budget Account		
Expense	\$ 600,000.00		# 4250-98899-99999-367	11-99999	
Revenue	\$ (600,000.00)	# 4250-98899-30210-5420	01-99999	
Select	\$		#		
Select	\$		#		
Approv	als		Council Notification	S	
Dept He	ad	FEIST, MARLENE	Study Session\Other	PIES 7/26/2021	
Division Director FEIST, MARLENE		Council Sponsor	Council President Beggs		
Finance		ALBIN-MOORE, ANGELA	Distribution List		
Legal		SCHOEDEL, ELIZABETH	sburns@spokanecity.org		
For the	<u>Mayor</u>	ORMSBY, MICHAEL	kmiller@spokanecity.org		
Additio	nal Approvals		mfeist@spokancity.org		
Purchasing		aalbinmoore@spokanecity.org			
GRANTS, STOPHER, SALLY					
L		1	1		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Arcora has agreed to allow the City to conduct a comprehensive study of a fluoridation system with its funding and not require repayment if the City doesn't proceed with the installation of such a system. This amendment makes that change.

Summary (Background)

With the passage of this amendment, the City's ICM and Water departments will proceed with an RFQ for proposals for the study work. A contract award will follow.

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

Briefing Paper

Public Infrastructure, Environment & Sustainability (PIES) Committee

Division & Department:	Public Works Division	
Subject:	Fluoridation Contract Amendment	
Date:	July 26, 2021	
Author (email & phone):	Marlene Feist, mfeist@spokanecity.org, (509) 625.6505	
City Council Sponsor:	Breean Beggs	
Executive Sponsor:	Marlene Feist	
Committee(s) Impacted:	Public Infrastructure, Environment & Sustainability (PIES) Committee	
Type of Agenda item:	Consent Discussion 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)	Adopt a contract amendment to the Arcora Foundation agreement related to fluoridation that allows the City to proceed with an engineering study without financial risk.	
funding for fluoridation of the	entered into a contract with the Arcora Foundation that would provide City's water system; the contract required the City to pay back any	
comprehensive study of a fluor	d with fluoridation. Arcora has agreed to allow the City to conduct a ridation system with its funding and not require repayment if the City llation of such a system. This amendment makes that change.	
comprehensive engineering stu have to be repaid regardless of Mayor and Council have agreed results and determine next ste	gn an amended agreement to allow the City to proceed with a udy of up to \$600,000 using Arcora grant funds. These funds would not whether the City proceeds with installing a fluoridation system. The d to have a full public and transparent discussion to review the study's ps. With the passage of this amendment, the City's ICM and Water an RFQu for proposals for the study work. A contract award will	
follow. 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:		



September 14, 2020

<u>City Clerk File No.</u>: OPR 2020-0694 CR: ORD C35936

COUNCIL ACTION MEMORANDUM

RE: GRANT AGREEMENT WITH ARCORA FOUNDATION FOR CAPITAL COSTS ASSOCIATED WITH IMPLEMENTATION OF COMMUNITY WATER FLUORIDATION

During its 3:30 p.m. Administrative Session held virtually Monday, September 14, 2020, upon review of the September 14 Current Agenda, the following action were taken:

Motion by Council Member Kinnear, seconded by Council Member Mumm, **to substitute** the new version of OPR 2020-0694* (Grant Agreement with ARCORA Foundation for capital costs associated with implementation of community water fluoridation) that was circulated to City Council by (City Council Policy Advisor) Brian McClatchey today (September 14) (and thereby replace the previously filed version); **carried unanimously**.

Motion by Council Member Cathcart, seconded by Council Member Burke, to indefinitely defer OPR 2020-0694* as substituted; rejected 1-6 (Council Member Cathcart voting "aye" and Council President Beggs and Council Member Burke, Kinnear, Mumm, Stratton, and Wilkerson voting "no").

During its 6:00 p.m. Legislative Session held virtually September 14, the City Council considered the Grant Agreement with ARCORA Foundation. Subsequent to an overview by Council President Beggs, considerable public testimony from opponents and proponents of the matter, and Council commentary, the following action was taken:

Upon 6-1 Roll Call Vote (Council Member Cathcart "no"), the City Council **approved** the Grant Agreement with ARCORA Foundation for capital costs associated with implementation of community water fluoridation (\$4,000,000).

*[<u>Clerical Note</u>: It was discovered following the City Council meeting that OPR 2020-0693 is already assigned to another contract and the City Clerk File Number appearing on the City Council's agenda for this item should have read OPR 2020-0694 (not OPR 2020-0693). The City Council's motions have been clerically corrected to reflect the correct assigned number of OPR 2020-0694.]

DocuSigned by: Jerri Prister

Terri bৣ₅@fisterş₄MMC Spokane City Clerk

	OKANE Agenda Sheet for City Council Meeting of:			9/4/2020
09/14/2020			<u>Clerk's File #</u>	OPR 2020-0694
			Renews #	
Submitting Dept	CITY COUNCIL		Cross Ref #	
Contact Name/Phone	BREEAN BEGGS 625	6254	Project #	
Contact E-Mail	BBEGGS@SPOKANECITY.O	RG	Bid #	
Agenda Item Type	Contract Item		Requisition #	
Agenda Item Name	0320 - GRANT AGREEMENT FOR COMMUNITY WATER FLUORIDATION CAPITAL			
	COSTS			

Agenda Wording

Grant agreement with Arcora Foundation for capital costs associated with implementation of community water fluoridation.

<u>Summary (Background)</u>

A proposed grant agreement with Arcora Foundation for \$4,000,000 to defray the capital costs of implementing community water fluoridation, including milestone tasks and reimbursement of planning, design, permitting, and capital costs, among others.

Fiscal Impact Grant r		Grant related?	YES	Budget Account	
	F	Public Works?	YES		
Revenue	4 ,000,0	000		# various water capital fur	nds - TBD
Select S	6			#	
Select S	6			#	
Select S	6			#	
Approvals		Council Notification	<u>s</u>		
<u>Dept Head</u>		ALLERS,	HANNAHLEE	Study Session\Other	PIES Comm. 8/24/20
Division Director				Council Sponsor	CP Beggs
<u>Finance</u>		WALLAC	CE, TONYA	Distribution List	
<u>Legal</u>		PICCOLO	D, MIKE		
For the May	<u>vor</u>	CRAGO,	WES		
Additional	Appro	<u>ovals</u>			
Purchasing					
GRANTS &			R, SALLY		
CONTRACT	<u>MGMT</u>				
				Approved by Spokane Cit	y Council
				on: 9-14-2020	
				DocuSigned by:	

Jerri Pfister City Clerk

DocuSign Envelope ID: 5C4F2BB5-8BD3-4E4E-A07D-C3C6D16BD29D

Expenditure Control Form



- 1. All requests being made must be accompanied by this form.
- 2. Route <u>ALL</u> requests to the Finance Department for signature.
- 3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 8/23/2020Type of expenditure:GoodsOServicesO				
Department: City Council				
Approving Supervisor: Breean Beggs				
Amount of Proposed Expenditure: \$0				
Funding Source: Grant Agreement between City & Arcora Foundat				
Please verify correct funding sources. Please indicate breakdown if more than one funding source.				
Why is this expenditure necessary now?				
No immediate expenditures necessary - contract authorizes receipt of grant funds.				
What are the impacts if expenses are deferred?				
No immediate expenditures necessary - contract authorizes receipt of grant funds. However, if receipt of grant funds is not approved, grant offer likely will be rescinded.				
What alternative resources have been considered? N/A				
Description of the goods or service and any additional information?				
Grant agreement provides \$4,000,000 to help fund the capital costs of implementing community water fluoridation.				
Person Submitting Form/Contact: Brian McClatchey, bmcclatchey@spokanecity				
FINANCE SIGNATURE: CITY ADMINISTRATOR SIGNATURE:				

ARCORA FOUNDATION AND THE CITY OF SPOKANE Grant Agreement

1. **GRANT AGREEMENT.** This Grant Agreement ("Agreement") is entered by and between ARCORA Foundation, a Washington non-profit corporation ("Foundation") and the City of Spokane, a Washington municipal corporation ("Grantee" or "City"). The Foundation and Grantee are each a "Party" and, collectively, the "Parties" to this Agreement. The Foundation and Grantee agree as follows.

2. GRANT SUMMARY.

Grantee: The City of Spokane.

Grantee Contact: Public Works Director Scott Simmons.

Grant Amount: Not to exceed \$4,000,000 ("Grant" or "grant funds").

Grant Purpose: Fluoridation Project (See Exhibit A).

Grant Period for Initial Installation of Equipment and Construction of Facilities: October 1, 2020 – September 30, 2024 or earlier.

Agreement Term for Operation of Community Water Fluoridation Facilities: October 1, 2023 – September 30, 2043

3. RECITALS.

3.1 Our community faces significant oral health challenges that disproportionately affect people with low incomes, people of color, people with disabilities, young children, and older adults. Furthermore, the COVID-19 pandemic has exacerbated conditions for our most vulnerable populations. Community water fluoridation reduces dental disease and promotes oral health. Through this Agreement the City accepts grant funds for the capital costs of fluoridating the City's drinking water, thereby adjusting the levels of naturally occurring fluoride in the City's drinking water consistent with Washington State Department of Health regulations and the Centers for Disease Control (CDC) recommendations.

3.2 The Foundation is pleased to award this Grant to the City of the improvement of public health in the Spokane community. The Grant and this Agreement is supported by community sponsors, including Empire Health Foundation, Better Health Together, Kaiser Permanente and Molina Healthcare.

3.3 This Agreement supports the planning, design, engineering, construction and operation of a fluoridation system for the City water system (the "Project"). Additionally, the Grant provides for the capital costs for a public access and water availability without the recommended balance of fluoride.

4. **GRANT – USE OF GRANT FUNDS.** The Foundation makes the Grant to Grantee subject to all terms and conditions of this Agreement. Grantee agrees to use the grant funds during the initial four years of the Grant Period solely for the purposes outlined in Section 5 of this Agreement, including payment of Grantee's staff, engineering and legal services incurred in

the Grant Period for the planning, preliminary engineering, engineering report preparation and design engineering for the Project. Parties shall meet and confer if additional time beyond the initial four years is requested to complete the installation of the equipment and facilities. The grant funds shall be used exclusively by a public or governmental entity. Grantee shall comply with all applicable federal, state, county and municipal laws in conducting the Project and use of the Grant.

5. USE AND CONDITIONS OF GRANT.

The Grant is to be used to fund Project fluoridation equipment and facilities for the 5.1 purposes of fluoridating water for the City water distribution system and other related and authorized Project fees, costs and expenses. The level of fluoride added to the water will be in accordance with all applicable federal, state and local requirements. Grantee may not use any of the grant funds for expenditures other than those outlined in Agreement Exhibit A without prior written approval from the Foundation. Grantee will repay to the Foundation any grant funds that are received by Grantee and not expended within the Grant Period. Additionally, failure to maintain fluoridation at the Project consistent with Agreement Exhibit A for a twenty (20) year period from commencement of Project under this Agreement shall result in a default of this Agreement and a prorated amount of grant funds expended shall be repaid by Grantee to Foundation: 5% for each year less than 20 years of operation. Repayment shall be within the earlier of ninety (90) days of end of (a) Grant Period if fluoridation Project not implemented, or (b) the permanent cessation of fluoridation after commencement of Project operations. Provided, however, the repayment obligation under this Agreement Section 5 shall have no application if fluoridation of water banned by federal or State of Washington law or regulation.

5.2 As set forth in Exhibit A, this Grant is further contingent upon:

5.2.1 Foundation review of final design documents that identify estimated final Project costs;

5.2.2 Grantee initiation of Project; and,

5.2.3 Commencement of optimal fluoridation, in accordance with all applicable federal, state and local requirements.

5.3 Grantee shall notify the Foundation immediately if there are changes in the scope, budget, staffing or timing of the Project or if there are any other developments that significantly affect the operation of the Project or the Grantee. Such notice shall not relieve Grantee of its obligations under this Agreement, except as otherwise approved in writing by Foundation, but may be a basis for modification of this Agreement.

5.4 Upon substantial completion of the Project when the Grantee is permitted and approved to commence fluoridation of the water supply, the Grantee shall fluoridate the domestic water supply from the facility treatment facility for a continuous twenty (20) year period, except for reasonable periods of time for normal maintenance or repair and during such periods that the Grantee is prevented from fluoridating at the facility water supply as a result of force majeure.

Simplifications may be possible and may include combining the Grace and Nevada Well Pump Stations so that only one fluoridation facility will be required for them; and at Hoffman, where the demand is low and where the facility is only used to meet peak summer demands, a small fluoridation system using 55-gallon drums is recommended, subject to City engineering determinations and existing conditions. Depending upon City engineering analysis and existing conditions, additional fluoridation may not be necessary at the Hoffman well location, particularly in the vicinity of the well during summer operations.

The control requirements to maintain a constant concentration of fluoride within the water system shall include, without limitation: monitoring well pump flow rates to flow pace the metering pumps, measuring the amount of fluoride consumed, and daily inspection of equipment. Data will need to be recorded on daily basis to assure that an accurate concentration of fluoride is maintained within the water system. The City may choose to add one non-fluoridated tap at a location which is convenient and suitable, based on City engineering analysis and existing conditions.

Operator certification is expected to remain at current levels, and the City will likely not need to increase its operator certification program. However, it is expected that there will be additional training for operator operation of the facilities. The Citymay need to add two additional operators to assist with maintenance of the fluoridation facilities.

SCHEDULE.

Absent extenuating circumstances or agreement of the Parties, the following schedule shall apply.

- Project Commences Within 90 days of Agreement Execution
- Design/Review Stage Commences Within 180 days of Agreement Execution
- Construction Stage Commences Within 24 months of Agreement Execution
- Completion and Implementation Stage Within 48 months of Agreement Execution

DISBURSEMENT OF GRANT FUNDS AND REPORTING

ARCORA shall reimburse the City for only those expenditures incurred during the term of this Grant Agreement.

ARCORA shall disburse the amounts of the total Grant Funds to the City at the completion of the milestone actions as follows:

6. **REPORTS AND RECORDS**

6.1 Grantee shall submit interim reports every six (6) months, and/or reports tied to key milestones in the Project, describing Project updates and funds expended before the Project is completed. In addition, Grantee shall submit a one-page final report describing the Project and the funds that were expended once the Project is operational.

6.2 The Grantee will keep adequate supporting records to document expenditure of grant funds and of the Project. Grantee will permit representatives of the Foundation to visit Grantee premises and review activities of the Grantee and will permit the Foundation, at its own expense, to conduct an independent financial and/or programmatic audit of the expenditure of this Grant, at Foundation's sole discretion.

7. ACKNOWLEDGEMENT/EVENT/PRESS RELEASES

7.1 The Grantee and Grantor will work together on mutually agreeable initial or formal press releases or other formal general information intended for the media or the public related to the Project. The Foundation shall be invited to any formal public and media events associated with this Project. Grantee, upon request, shall provide to Foundation copies of all press releases, other public announcements from the Grantee of the Grant.

7.2 By executing this agreement, Grantee represents that the IRS determination or information regarding its tax-exempt status has not been revoked or modified and the Grantee has received no indication from the Internal Revenue Service of its intent to revoke or modify such determination.

8. INDEMNIFICATION

8.1 Grantee, subject to applicable law, shall indemnify, defend and hold harmless Foundation, its officers, directors, officials, employees, and agents from and against all third party claims, demands, suits, losses, expenses (including court costs and reasonable attorneys' fees), and damages for bodily injury or physical property damage (individually or collectively, "Loss"), brought against or incurred by the Foundation resulting from, arising out of, or in any way connected with the Project, including, without limitation, Grantee's intentional acts or omissions, negligence or the negligence of its employees, agents, suppliers and subcontractors of any tier in the performance or nonperformance of their obligations under this Agreement. Grantee's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts or omissions of the Foundation, its officers, directors, officials, employees, agents.

8.2 Foundation, subject to applicable law, shall indemnify, defend and hold harmless Grantee, its officers, directors, officials, employees, and agents from and against all third party claims, demands, suits, losses, expenses (including court costs and reasonable attorneys' fees), and damages for bodily injury or physical property damage (individually or collectively, "Loss"), brought against or incurred by Foundation resulting from, arising out of, or in any way connected with the Project, including, without limitation, Foundation's intentional acts or omissions, negligence or the negligence of its employees, agents, suppliers and subcontractors of any tier in the performance or nonperformance of their obligations under this Agreement. Foundation's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts or omissions of Grantee, its officers, directors, officials, employees, agents.

9. GENERAL

9.1 <u>Choice of Law</u>. This Agreement shall be governed and interpreted according to the laws of the State of Washington. The Parties agree that the Superior Court for Spokane County, in the State of Washington, shall be the exclusive and proper forum for any action or proceeding, including arbitration, if any, brought under this Agreement. The Parties accept the personal jurisdiction of such court.

9.2 <u>Dispute Resolution</u>. The Parties shall use reasonable, good faith efforts to cooperatively resolve any disputes that arise in connection with this Agreement. When a bona fide dispute arises between the Grantee and Foundation subject to this Section 9.2, each Party shall each notify the other of the dispute, with the notice specifying the disputed issues and the position of the Party submitting the notice. If the Parties are unable to resolve a dispute within ten (10) business days, pursuant to this Section 9.2, either Party may proceed with any remedy available to it at law or in equity.

9.3 <u>Remedies</u>.

9.3.1 Except as otherwise provided for herein, no remedy conferred by any of the specific provisions of the Agreement or available to Foundation is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by Foundation shall not constitute a waiver of the right to pursue other available remedies.

9.3.2 Except as otherwise provided for herein, upon Grantee's satisfaction of its obligations under the Agreement, the Grantee's sole and exclusive remedy from the Foundation shall be the receipt of the Grant.

9.4 <u>Amendments</u>. This Agreement may be amended, supplemented or modified only by a writing dated and signed by both Parties.

9.5 <u>Assignment; Successors</u>. Except as specifically provided in this Agreement, neither Party may assign or transfer this Agreement or any of its rights or delegate any of its duties hereunder, without the prior written consent of the other Party. Any attempted assignment, transfer, or delegation in contravention of this Section 9.5 shall be null and void.

9.6 <u>Severability</u>. If any provision of this Agreement is invalid or unenforceable, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

9.7 <u>Waiver</u>. Any failure or delay by either Party to exercise or partially exercise any right, power or privilege hereunder shall not be deemed a waiver of any of the rights, powers or privileges under the Agreement. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written instrument signed by the Parties hereto. No such waiver, modification or deletion in any one instance shall be deemed to be a waiver, modification or deletion of a term or condition in any other instance, whether like or unalike. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

9.8 <u>Entire Agreement</u>. This Agreement, with Exhibit A which is incorporated into and is a part of this Agreement, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and is not subject to amendment or modification except as provided herein.

9.9 <u>Force Majeure</u>. Neither Party shall be deemed to be in violation of this Agreement if such Party is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitation, acts of God or of any public enemy, elements, flood or other natural disaster not caused by Grantee.

9.10 <u>Binding Effect</u>. This Agreement shall be binding upon and shall inure to the benefit of the Parties thereto and their respective successors and assigns.

9.11 <u>Section Headings</u>. The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement.

9.12 <u>Term and Survival</u>. This Agreement shall remain in force and effect until the later of September 30, 2043 or the date twenty (20) years after the date of commencement of fluoridation of the Project consistent with this Agreement. Notwithstanding the foregoing, Sections 8, 9.1 and 9.2 shall survive the termination of this Agreement.

10. **EXECUTION AND APPROVAL** The undersigned represent and warrant that each is authorized to and executes this Agreement for and on behalf of the identified Party. Specifically, the City Council authorizes and directs the City Council President to execute this Agreement if the Mayor or her designee does not execute the Agreement within five (5) days of the City Council's approval of this Agreement. This Agreement may be executed in multiple counterparts, each of which may be considered an original Agreement.

THE CITY OF SPOKANE

By Julie Anduar [Nadine Woodward / Breean Beggs]

Mayor / Council President] $\frac{9/2}{Date}$

9/28/2020

Attest:

-DocuSigned by:

City ClerkA4DCC84D6...

Approved as to Form:

DocuSigned by: Mike Piccolo

Assistent^BCity^E4Attorney

ARCORA FOUNDATION

By Vanetta Abdellatif Vanetta Abdellatif

President and CE09/26/2020President and CEODate

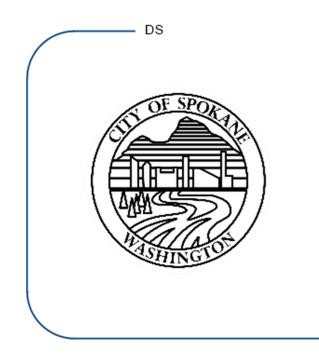


EXHIBIT A TO CITY OF SPOKANE – ARCORA GRANT AGREEMENT

FLUORIDATION PROJECT OUTLINE

GENERAL

The City of Spokane will plan for, design, construct and operate a fluoridation system for a period of 20 years, as set forth in the Grant Agreement ("Agreement"). The following is a general outline of the Project, with administrative control of the City's water system and the fluoridation additive resting with the City.

PROJECT

Fluoridation of the City's water system will require the retrofit of each of the City's seven(7) well pump stations to add fluoridation facilities: Well Electric; Parkwater; Ray; Central; Nevada; Grace; and, Hoffman. Each of the well pump stations is unique because of variation in sizes of pumps and buildings. All the wells pump water from the Spokane Valley-Rathdrum Prairie Aquifer. Operation of each well pump is based on demands on the water system. Daily water demand changes greatly throughout the year, from a winter average of about 30 million gallons per day to a summer peak of over 180 million gallons per day.

While the City determined preliminarily some years' prior to the execution of the Agreement that fluoridation would be best accomplished using fluorosilicic acid to fluoridate the water system, alternative methods may be considered. The typical fluoridation system will include a new structure or an addition to an existing pump station to house the following equipment or equivalents, as determined by engineering design and specifics of the City's existing system components: storage tank with capacity for several months, a day tank to accurately measure fluoride dosage, metering pumps, a residual fluoride analyzer, telemetry and programmable logic controller systems, and safety equipment. The overall average system chemical demand is preliminarily estimated to be approximately 2,878 pounds (288 gallons) per day, or 1,050,340 pounds (105,034 gallons) per year. Simplifications may be possible and may include combining the Grace and Nevada Well Pump Stations so that only one fluoridation facility will be required for them; and at Hoffman, where the demand is low and where the facility is only used to meet peak summer demands, a small fluoridation system using 55-gallon drums is recommended, subject to City engineering determinations and existing conditions. Depending upon City engineering analysis and existing conditions, additional fluoridation may not be necessary at the Hoffman well location, particularly in the vicinity of the well during summer operations.

The control requirements to maintain a constant concentration of fluoride within the water system shall include, without limitation: monitoring well pump flow rates to flow pace the metering pumps, measuring the amount of fluoride consumed, and daily inspection of equipment. Data will need to be recorded on daily basis to assure that an accurate concentration of fluoride is maintained within the water system. The City may choose to add one non-fluoridated tap at a location which is convenient and suitable, based on City engineering analysis and existing conditions.

Operator certification is expected to remain at current levels, and the City will likely not need to increase its operator certification program. However, it is expected that there will be additional training for operator operation of the facilities. The Citymay need to add two additional operators to assist with maintenance of the fluoridation facilities.

SCHEDULE.

Absent extenuating circumstances or agreement of the Parties, the following schedule shall apply.

- Project Commences Within 90 days of Agreement Execution
- Design/Review Stage Commences Within 180 days of Agreement Execution
- Construction Stage Commences Within 24 months of Agreement Execution
- Completion and Implementation Stage Within 48 months of Agreement Execution

DISBURSEMENT OF GRANT FUNDS AND REPORTING

ARCORA shall reimburse the City for only those expenditures incurred during the term of this Grant Agreement.

ARCORA shall disburse the amounts of the total Grant Funds to the City at the completion of the milestone actions as follows:

Design/Review Stage	<u> 15%:</u>	
 City execution of Grant Agreement City execution of Design Contract/Engineering Contr City approval of bid specifications and bid notice 	act	2% 8% 5%
Construction Stage	<u>50%:</u>	
 Award and notice to proceed 25% completion 50% completion 75% completion 		5% 15% 15% 15%
Completion and Implementation Stage	<u>35%:</u>	
 City acceptance of substantial completion City release of retainage and project close out System Operational 		15% 10% 10%

Progress Payments and Reporting

ARCORA shall disburse the identified amount of the Grant Funds within thirty (30) days after ARCORA review and approval of City documentation of the substantial completion of each Project stage described above. The City shall provide adequate documentation for ARCORA review. Disbursements shall not be construed as a waiver by ARCORA of any authority to enforce any term of the Agreement.

The City shall provide to ARCORA Project status reports not less than quarterly. Additionally, the City shall provide to ARCORA an audited final financial report within ninety (90) days of the commencement of operations of the community fluoridation system. The City shall promptly return within sixty (60) days to ARCORA any unexpended funds that have not been accounted for in the financial report.

FIRST AMENDMENT TO ARCORA FOUNDATION AND THE CITY OF SPOKANE Grant Agreement

1. FIRST AMENDMENT TO GRANT AGREEMENT. This FIRST AMENDMENT to ARCORA AND THE CITY OF SPOKANE GRANT AGREEMENT ("Amendment") amends the Grant Agreement ("Agreement") entered in September 2020 by and between ARCORA Foundation, a Washington non-profit corporation ("Foundation") and the City of Spokane, a Washington municipal corporation ("Grantee" or "City"). The Foundation and Grantee further agree as follows.

2. RECITALS.

2.1 The Agreement supports the planning, design, engineering, construction and operation of a fluoridation system for the City water system (the "Project"). Additionally, the Agreement provides for the capital costs for a public access and water availability without the recommended balance of fluoride.

2.2 The Agreement allows the City to take a phased approach toward community water fluoridation, with status updates at each phase. The City will publish and fund with Grant Agreement proceeds a Request for Proposals for a design and engineering study of a community fluoridation system for Spokane, and to promptly complete that work; and the City Council shall discuss the full details of the design feasibility study prior to commencing the build-out of the community water fluoridation system.

2.3 The Foundation has agreed, at the City's request, to waive the repayment obligation under the Agreement of up to \$600,000, the amount identified for the design and engineering phase, even if the City decides not to implement community water fluoridation. This Amendment implements that further agreement.

3. GRANT AGREEMENT AMENDED. The Agreement is amended as follows.

3.1 Agreement Section 5.1 ("USE AND CONDITIONS OF GRANT"), is amended to read as follows:

5.1 The Grant is to be used to fund Project fluoridation equipment and facilities for the purposes of fluoridating water for the City water distribution system and other related and authorized Project fees, costs and expenses. The level of fluoride added to the water will be in accordance with all applicable federal, state and local requirements. Grantee may not use any of the grant funds for expenditures other than those outlined in Agreement Exhibit A without prior written approval from the Foundation. Grantee will repay to the Foundation any grant funds that are received by Grantee and not expended within the initial three years of the Grant Period. Additionally, failure to maintain fluoridation at the Project

consistent with Agreement Exhibit A for a twenty (20) year period from commencement of Project under this Agreement shall result in a default of this Agreement and a prorated amount, excluding costs associated with feasibility study, design planning, preliminary engineering, engineering report preparation and design engineering for the Project shall be repaid by Grantee to Foundation as follows: 5% for each year less than 20 years. Provided, however, the repayment obligation under this Agreement Section 5 shall have no application if fluoridation of water banned by federal or State of Washington law or regulation. Provided, further, up to \$600,000 expended during the Design/Review Stage as identified in Agreement Exhibit A ("Fluoridation Project Outline") need not be repaid by City; that is, costs up to \$600,000 associated with a feasibility study, design planning, preliminary engineering, engineering report preparation, design engineering, City approval of bid specifications and bid notice for the Project are not subject to repayment by Grantee.

4. **EXECUTION AND APPROVAL** The undersigned represents and warrants that each is authorized to and executes this Amendment for and on behalf of the identified Party. This Amendment may be executed in multiple counterparts, each of which may be considered an original Agreement.

THE CITY OF SPOKANE			
By			
	Title	Date	
ARCORA FOUNDATION			
Ву			
Vanetta Abdellatif	President and CEO	Date	

SPOKANE Agenda Sheet for City Council Meeting of:		Date Rec'd	8/2/2021
08/16/2021		Clerk's File #	OPR 2021-0533
		Renews #	
Submitting Dept	SOLID WASTE COLLECTION	Cross Ref #	
Contact Name/Phone	DUSTIN 625-7806	Project #	
<u>Contact E-Mail</u>	DDBENDER@SPOKANECITY.ORG	Bid #	5457-21
<u>Agenda Item Type</u>	Contract Item	Requisition #	MASTER
Agenda Item Name	4500 & 4490 MASTER CONTRACT FOR DUMPSTER REFURBISHING SERVICES		
Agenda Wording			

Five-year master contract with Linn Machine & Manufacturing, Inc. (Spokane Valley, WA) to refurbish metal refuse and recycling dumpsters -- estimated annual expenditure \$670,000 (including tax).

Summary (Background)

Solid Waste Collection and Solid Waste Disposal own an inventory of metal refuse/recycling containers and roll off boxes (collectively referred to as "dumpsters"). Refurbishing dumpsters extends their useful life, saves resources and is less expensive than purchasing new ones. Bid #5457-21 was issued with only one response received. Linn Machine & Manufacturing, Inc. has been providing refurbishing services for both departments the previous five years with satisfactory results.

Grant related? NO	Public Works? NO		
	Budget Account		
	# 4500-45100-37148-5480	03-19020 (SWC)	
	# 4500-44200-37148-5480	03-19017 (SWC)	
	# 4490-44100-37148-5480	03-34002 (SWD)	
	#		
	Council Notification	S	
BENDER, DUSTIN D.	Study Session\Other	PIES 07/26/21	
FEIST, MARLENE	Council Sponsor	CP Breean Beggs	
ALBIN-MOORE, ANGELA	Distribution List		
ODLE, MARI	ddbender@spokanecity.or	g	
ORMSBY, MICHAEL	rschoonover@spokanecity	.org	
Additional Approvals		jsalstrom@spokanecity.org	
PRINCE, THEA	Tax & Licenses		
	caveryt@spokanecity.org		
	mdorgan@spokanecity.org	J.	
	DocuSign - rich@linnma	achine.com	
	BENDER, DUSTIN D. FEIST, MARLENE ALBIN-MOORE, ANGELA ODLE, MARI ORMSBY, MICHAEL	Budget Account # 4500-45100-37148-5480 # 4500-44200-37148-5480 # 4490-44100-37148-5480 # 4490-44100-37148-5480 # 4490-44100-37148-5480 # 4490-44100-37148-5480 # 500-44200-37148-5480 # 4490-44100-37148-5480 # 500-44200-37148-5480 # 500-44200-37148-5480 # 500-44200-37148-5480 # 500-44200-37148-5480 # 500-44100-37148-5480 # 500-44100-37148-5480 # 500-44100-37148-5480 # 500-44100-37148-5480 # 600-44100-37148-5480 # 600-44100-37148-5480 # 600-44100-37148-5480 # 700-44100-37148-5480 # 700-44100-37148-5480 # 700-44100-37148-5480 # 700-44100-37148-5480 # 700-700-700 ODLE, MARI ODLE, MARI ODLE, MARI ODLE, MARI ODLE, MARI OBender@spokanecity.org Isalstrom@spokanecity.org jsalstrom@spokanecity.org PRINCE, THEA Tax & Licenses PRINCE, THEA Tax & Licenses Isalstrom@spokanecity.org mdorgan@spokanecity.org	



SPOKANE Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact	Budget Account
Select \$	#
Select \$	#
Distribution List	
tprince@spokanecity.org	
rrinderle@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment, and Sustainability

-		
Public Works / Solid Waste Collection & Solid Waste Disposal		
Five-year master contract with Linn Machine & Manufacturing, Inc.		
July 26, 2021		
Dustin Bender / ddbender@spokanecity.org. / 509.625.7806		
Breean Beggs, Council President		
Marlene Feist, Public Works Director		
Public Infrastructure, Environment, and Sustainability		
Consent 🔲 Discussion 🔲 Strategic Initiative		
Funding is provided in Solid Waste Collection & Solid Waste Disposal's		
operating budgets.		
Affordable Utility Services & Sustainable Resources		
Current contract expires 08.31.2021.		
Seeking approval by City Council for a five-year master contract with		
vendor to provide refurbishing services on City-owned metal		
refuse/recycling containers and roll off boxes.		

<u>Background/History:</u> Solid Waste Collection & Solid Waste Disposal own an inventory of metal refuse/recycling containers and roll off boxes (collectively referred to as "dumpsters"). Solid Waste Collection provides dumpsters to commercial customers in additional to renting them out on a temporary basis to contractors and homeowners. Solid Waste Disposal utilizes their dumpsters onsite at the Waste to Energy Facility. A Request for Proposals #5457-21 was issued to contractors who possibly engage in metal fabrication services; Linn Machine & Manufacturing, Inc. was the only response received.

Executive Summary:

- The City has had a contract with Linn Machine & Manufacturing since 2016 with highly satisfactory results; dumpsters are returned in a "like new" condition.
- This five-year master contract is an "as needed, unit price" contract; pricing is based on materials with a percentage markup and hourly labor costs by labor category.
- Total annual expenditure is not to exceed \$670,000
 - Solid Waste Collection \$650,000
 - Solid Waste Disposal \$20,000
- Annual expenditures for refurbishing services have increased due to steel prices escalating significantly over the last many years.
- Linn Machine & Manufacturing's markup and labor pricing on current RFP were almost the same as bid five years ago.
- Permanent and temporary dumpster accounts have grown immensely in recent years due to the economy, real estate market, construction and annexations. COVID-19 had minimal impacts to the solid waste industry.
- This contract will ensure that Solid Waste Collection and Solid Waste Disposal have enough usable dumpsters to operate efficiently.
- Refurbishing worn dumpsters uses fewer resources which has a positive impact on the environment and extends their useful life.
- Refurbishing services cost less than purchasing new dumpsters. Often dumpsters can be refurbished several times during their useful life before being deemed unrepairable.

Budget Impact: Approved in current year budget? Yes Annual/Reoccurring expenditure? Yes If new, specify funding source: Other budget impacts: (revenue generating, matc	No No h requireme	nts, etc.)	
Operations Impact: Consistent with current operations/policy? Requires change in current operations/policy? Specify changes required: Known challenges/barriers:	Yes Yes	🔲 No 🗾 No	

City Clerk's No. 2021-0533



City of Spokane

MASTER PURCHASED SERVICE CONTRACT

Title: REFURBISH REFUSE/RECYCLING CONTAINERS AND ROLL OFF BOXES – AS NEEDED

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **LINN MACHINE AND MANUFACTURING**, **INC.**, whose address is 3808 North Sullivan Road, Building N7, Spokane Valley, Washington, 99216, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.

The Company 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 **REFURBISH REFUSE/RECYCLING CONTAINERS AND ROLL OFF BOXES – AS NEEDED**, RFP 5457-21. Company's Response to RFP is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Purchased Service Contract controls.

2. TERM OF CONTRACT.

The term of this Contract begins on September 1, 2021, and shall run through August 31, 2026, unless amended by written agreement or terminated earlier under the provisions.

3. TERMINATION.

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

4. COMPENSATION / PAYMENT.

This is a unit-price contract with pricing based on Attachment "A" to the RFP - Pricing Page, with no guarantee of minimum or maximum order amount.

The Company shall submit its applications for payment to the applicable department that requested the services being invoiced: Solid Waste Disposal, 2900 S. Geiger Blvd, Spokane, Washington 99224, or Solid Waste Collections, 915 N. Nelson St, Spokane, Washington 99202. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. INSURANCE.

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

Commissioner pursuant to 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 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 Contract, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Contract. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Contractor's services under this Contract, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the 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.

6. INDEMNIFICATION.

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

7. TAXES, FEES AND LICENSES.

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

10. DEBARMENT AND SUSPENSION.

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

11. AUDIT.

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

12. ASSIGNMENT AND SUBCONTRACTING.

The Company shall not assign or subcontract its obligations under this Contract without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Contract, except as otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract.

13. STANDARD OF PERFORMANCE.

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

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are *public records* and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

15. ANTI KICK-BACK.

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

16. MISCELLANEOUS PROVISIONS.

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

B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.

C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Contract**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract between the City and the Company. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

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

LINN MACHINE AND MANUFACTURING, INC.	CITY OF SPOKANE
--------------------------------------	-----------------

By	By		
Signature Date	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 - Company's Response to RFP			

21-132

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

Bid Response Summary

Bid Number	RFP 5457-21
Bid Title	Refurbish Refuse/Recycling Containers and Roll Off Boxes – As Needed
Due Date	Monday, June 28, 2021 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Linn Machine and mfg. inc.
Submitted By	Rich Linn - Thursday, June 24, 2021 12:08:47 PM [(UTC-08:00) Pacific Time (US & Canada)]
	rich@linnmachine.com 5098915600
Comments	

Question Responses

Group	Reference Number	Question	Response
PROPOSER			
ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
		Proposer has read and acknowledges compliance with Terms and Conditions. If answer is "I	
	2	don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	l agree and l acknowledge
	2	Proposer has read and understands the Request for Proposals document to include "all"	I agree and I
	3	attachments located in the Documents Tab.	acknowledge
	3.1	If you took exception to #3 above, explain in detail.	l did not take exception
	4	Proposer has included Letter of Submittal with Proposal combined into one document per	I agree and I
	4	Section 4 "Proposal Content" instructions.	acknowledge
	5	Proposer acknowledges agreement with Paragraph 5.4 Award/Rejection of Proposal/Contract.	l agree and l acknowledge
		Proposer acknowledges that proprietary information must be on separate page(s) from	I agree and I
	6	Proposal document and clearly identified as "Proprietary". See "Proprietary Information/Public	acknowledge
		Disclosure" Paragraph for public record requirements.	dokilowiedge
		Successful Proposal will designate a representative who will be available during regular City	Richard Linn 509-954
	7	business hours to serve as a primary contact for the City in the implementation of this supply	1175
		agreement. Enter representative's name, phone number, and Email Address	rich@linnmachine.com
DOCUMENTS TO			
UPLOAD:			

1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	Attachment A RFP 5457-21 Pricing Page.docx
	Upload Addenda documents if applicable and was not included in uploaded Proposal	
2	document. Combine documents as needed. Only one document can be uploaded in this line	
	item.	
	Upload Proprietary information if applicable. Keep Proprietary information separate from	
3	Proposal document and clearly identify document as "Proprietary". See "Proprietary	
5	Information/Public Disclosure" Paragraph for public record requirements. Combine documents	
	as needed. Only one document can be uploaded in this line item.	
4	Upload any other information required or desired. Combine documents as needed. Only one	
4	document can be uploaded in this line item.	

ATTACHMENT "A" - PRICING PAGE RFP #5457-21 Refurbish Refuse/Recycling Containers and Roll Off Boxes – As Needed

The undersigned agrees to furnish the following goods and/or services according to all provisions set forth in the above referenced RFP.

		LABOR RATES:			
		he contract period. Rate increase ication for such price increase an			
Annual estimates with no	guarantee of quantity. Payr	nent would only be for made actu	al services reques	ted, performed and	l accepted.
should not be included in	respondent's pricing. All sub	ntity and is therefore obligated to missions shall be tabulated by th	e Čity who will the		
		partment - REFUSE CONTAINI		Hrly Rate	Extended Cost
Refuse Containers	CLEANING & PREP	Annual Hours Estimated	75	\$40.00	
Refuse Containers	SANDBLASTING	Annual Hours Estimated	577	\$89.00	
Refuse Containers	REPAIRS & WELDING	Annual Hours Estimated	1,550	\$85.00	
Refuse Containers	PAINTING	Annual Hours Estimated	680	\$89.00	
Refuse Containers	DECALS & STRIPING	Annual Hours Estimated	173	\$50.00	
Refuse Containers	DELIVERY & PICKUP	Annual Hours Estimated	118	\$50.00	
				Hrly Rate	Extended Cost
Spokane Solid Waste Collection Department- RECYCLING CONTAINERS					
Recycling Containers	CLEANING & PREP	Annual Hours Estimated	7	\$40.00	
Recycling Containers	SANDBLASTING	Annual Hours Estimated	47	\$89.00	
Recycling Containers	REPAIRS & WELDING	Annual Hours Estimated	107	\$85.00	
Recycling Containers	PAINTING	Annual Hours Estimated	55	\$89.00	
Recycling Containers	DECALS & STRIPING	Annual Hours Estimated	14	\$50.00	
Recycling Containers	DELIVERY & PICKUP	Annual Hours Estimated	22	\$50.00	

ContainersSANDBLASTINGAnnual Hours Estimated9\$89.00ContainersREPAIRS & WELDINGAnnual Hours Estimated138\$85.00ContainersPAINTINGAnnual Hours Estimated11\$89.00ContainersDECALS & STRIPINGAnnual Hours Estimated1\$50.00					Hrly Rate	Extended Cost
ContainersSANDBLASTINGAnnual Hours Estimated9\$89.00ContainersREPAIRS & WELDINGAnnual Hours Estimated138\$85.00ContainersPAINTINGAnnual Hours Estimated11\$89.00ContainersDECALS & STRIPINGAnnual Hours Estimated1\$50.00ContainersDELIVERY & PICKUPAnnual Hours Estimated1\$50.00ContainersDELIVERY & PICKUPAnnual Hours Estimated1\$50.00ALL MATERIALS AND INVENTORY PARTS:Percentage Markup: All Materials and Inventory Parts that Contractor uses to refurbish, and that are provided to Solid Waste Collection to install, shall be marked up over Contractor's base cost to purchase from their supplier. Markup will be based on the base subtotal of the item cost, no shipping/handling or sales tax charged to the Contractor to purchase the materials will be added to the pre-markup amount. The percentageEstimated annual cost of materials and inventory parts is \$123,735 plusEnter Markup Here:17%		Spokane Solid Waste D	Disposal Department			
ContainersREPAIRS & WELDINGAnnual Hours Estimated138\$85.00ContainersPAINTINGAnnual Hours Estimated11\$89.00ContainersDECALS & STRIPINGAnnual Hours Estimated1\$50.00ContainersDELIVERY & PICKUPAnnual Hours Estimated1\$50.00ContainersDELIVERY & PICKUPAnnual Hours Estimated1\$50.00ALL MATERIALS AND INVENTORY PARTS:Percentage Markup: All Materials and Inventory Parts that Contractor uses to refurbish, and that are provided to Solid Waste Collection to install, shall be marked up over Contractor's base cost to purchase from their supplier. Markup will be based on the base subtotal of the item cost, no shipping/handling or sales tax charged to the Contractor to purchase the materials will be added to the pre-markup amount. The percentageEstimated annual cost of materials and inventory parts is \$12,735 plusEnter Percentage Markup Here:17%	Containers	CLEANING & PREP	Annual Hours Estimated	3	\$40.00	
ContainersPAINTINGAnnual Hours Estimated11\$89.00ContainersDECALS & STRIPINGAnnual Hours Estimated1\$50.00ContainersDELIVERY & PICKUPAnnual Hours Estimated1\$50.00ALL MATERIALS AND INVENTORY PARTS:Percentage Markup: All Materials and Inventory Parts that Contractor uses to refurbish, and that are provided to Solid Waste Collection to install, shall be marked up over Contractor's base cost to purchase from their supplier. Markup will be based on the base subtotal of the item cost, no shipping/handling or sales tax charged to the Contractor to purchase the materials will be added to the pre-markup amount. The percentageEstimated annual cost of materials end \$123,735 plusEnter Percentage17%	Containers	SANDBLASTING	Annual Hours Estimated	9	\$89.00	
ContainersDECALS & STRIPINGAnnual Hours Estimated1\$50.00ContainersDELIVERY & PICKUPAnnual Hours Estimated1\$50.00ALL MATERIALS AND INVENTORY PARTS:Percentage Markup: All Materials and Inventory Parts that Contractor uses to refurbish, and that are provided to Solid Waste Collection to install, shall be marked up over Contractor's base cost to purchase from their supplier. Markup will be based on the base subtotal of the item cost, no shipping/handling or sales tax charged to the Contractor to purchase the materials will be added to the pre-markup amount. The percentageEstimated annual cost of materials estimated17%	Containers	REPAIRS & WELDING	Annual Hours Estimated	138	\$85.00	
ContainersDELIVERY & PICKUPAnnual Hours Estimated1\$50.00ALL MATERIALS AND INVENTORY PARTS:Percentage Markup: All Materials and Inventory Parts that Contractor uses to refurbish, and that are provided to Solid Waste Collection to install, shall be marked up over Contractor's base cost to purchase from their supplier. Markup will be based on the base subtotal of the item cost, no shipping/handling or sales tax charged to the Contractor to purchase the materials will be added to the pre-markup amount. The percentageEstimated annual cost of materials and inventory parts is \$123,735 plusEnter Percentage17%	Containers	PAINTING	Annual Hours Estimated	11	\$89.00	
ALL MATERIALS AND INVENTORY PARTS: Percentage Markup: All Materials and Inventory Parts that Contractor uses to refurbish, and that are provided to Solid Waste Collection to install, shall be marked up over Contractor's base cost to purchase from their supplier. Markup will be based on the base subtotal of the item cost, no shipping/handling or sales tax charged to the Contractor to purchase the materials will be added to the pre-markup amount. The percentage Estimated annual cost of materials and inventory parts is \$123,735 plus	Containers	DECALS & STRIPING	Annual Hours Estimated	1	\$50.00	
Percentage Markup: All Materials and Inventory Parts that Contractor uses to refurbish, and that are provided to Solid Waste Collection to install, shall be marked up over Contractor's base cost to purchase from their supplier. Markup will be based on the base subtotal of the item cost, no shipping/handling or sales tax charged to the Contractor to purchase the materials will be added to the pre-markup amount. The percentage	Containers	DELIVERY & PICKUP	Annual Hours Estimated	1	\$50.00	
Percentage Markup: All Materials and Inventory Parts that Contractor uses to refurbish, and that are provided to Solid Waste Collection to install, shall be marked up over Contractor's base cost to purchase from their supplier. Markup will be based on the base subtotal of the item cost, no shipping/handling or sales tax charged to the Contractor to purchase the materials will be added to the pre-markup amount. The percentage						
The percentage Markup: All Materials and Inventory Parts that Contractor uses to refurbish, and that are provided to Solid Waste Collection to install, shall be marked up over Contractor's base cost to purchase from their supplier. Markup will be based on the base subtotal of the item cost, no shipping/handling or sales tax charged to the Contractor to purchase the materials will be added to the pre-markup amount. The percentage		ALL	MATERIALS AND INVENTORY	PARTS:		
	to refurbish, and th be marked up over Markup will be bas shipping/handling materials will be ac	hat are provided to Solid Was Contractor's base cost to pu sed on the base subtotal of th or sales tax charged to the Co dded to the pre-markup amou	te Collection to install, shall rchase from their supplier. e item cost, no ontractor to purchase the unt. The percentage	annual cost of materials and inventory parts is \$123,735 plus	Percentage	17%
	Delivery and Pickup	p Charges for refuse containe	rs, recycling containers, and r	oll off boxes are	based off of the "	Delivery and
Delivery and Pickup Charges for refuse containers, recycling containers, and roll off boxes are based off of the "Delivery and	Pickup Rate" subm					

SPOKANE Agenda Sheet	for City Council Meeting o	f: Date Rec'd	8/11/2021
08/16/2021		Clerk's File #	CPR 2021-0002
		Renews #	
Submitting Dept	ACCOUNTING	Cross Ref #	
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: 7/30/2021. Total: \$9,060,431.73 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$7,096,489.54

Summary (Background)

Pages 1-54 Check numbers: 580719 - 580854 ACH payment numbers: 92800 - 93114 On file for review in City Clerks Office: 54 Page listing of Claims Note:

Lease? NO G	rant related?	Public Works? NO
Fiscal Impact		Budget Account
Expense \$ 7,096,489.5	4	# 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 Approval	<u>s</u>	
Purchasing		

REPORT: PG3620 SYSTEM: FMSAP USER: MANAGER RUN NO: 30

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	509,209.71
1100	STREET FUND	365,010.91
1200	CODE ENFORCEMENT FUND	7,826.78
1300	LIBRARY FUND	47,271.14
1360	MISCELLANEOUS GRANTS FUND	0.00
1380	TRAFFIC CALMING MEASURES	408.00
1400	PARKS AND RECREATION FUND	124,593.40
1460	PARKING METER REVENUE FUND	7,783.46
1560	FORFEITURES & CONTRIBUTION FND	5,780.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	4,312.29
1625	PUBLIC SAFETY PERSONNEL FUND	13,665.90
1630	COMBINED COMMUNICATIONS CENTER	11,961.80
1680	CD/HS OPERATIONS	8,227.78
1690	COMM DEVELOPMENT BLOCK GRANTS	2,423.61
1695	CDBG REVOLVING LOAN FUND	4,307.98
1715	HOME REVOLVING LOAN FUND	10,414.40
		-
1910	CRIMINAL JUSTICE ASSISTANCE FD	2,555.00
1940	CHANNEL FIVE EQUIPMENT RESERVE	2,618.65
1970	FIRE/EMS FUND	411,911.10
3200	ARTERIAL STREET FUND	191,198.80
4100	WATER DIVISION	305,330.84
4250	INTEGRATED CAPITAL MANAGEMENT	385,582.25
4300	SEWER FUND	189,932.59
4480	SOLID WASTE FUND	444,791.97
4600	GOLF FUND	22,550.40
4700	DEVELOPMENT SVCS CENTER	36,995.21
5100	FLEET SERVICES FUND	330,415.13
5200	PUBLIC WORKS AND UTILITIES	9,318.62
5300	IT FUND	48,700.94
5310	IT CAPITAL REPLACEMENT FUND	58,455.63
5400	REPROGRAPHICS FUND	8,107.85
5500	PURCHASING & STORES FUND	4,293.53
5600	ACCOUNTING SERVICES	20,767.82
5700	MY SPOKANE	5,579.86
5750	OFFICE OF PERFORMANCE MGMT	4,107.76
5800	RISK MANAGEMENT FUND	8,500.44
5810	WORKERS' COMPENSATION FUND	6,916.32
5820	UNEMPLOYMENT COMPENSATION FUND	61.74
5830	EMPLOYEES BENEFITS FUND	582,275.47
5900	ASSET MANAGEMENT FUND OPS	52,232.26
5902	PROPERTY ACQUISITION POLICE	47,013.43
5903	PROPERTY ACQUISITION FIRE	691.50
6060	EMPLOYEES' RETIREMENT FUND	2,529.66
6070	FIREFIGHTERS' PENSION FUND	48,172.17
6080	POLICE PENSION FUND	40,172.17 52,329.64
		23,275.50
6255	LAW ENFORCEMENT RECORDS MGMT	23,275.50
6920	CLAIMS CLEARING FUND	
6960	SALARY CLEARING FUND NEW	2,666,210.70

TOTAL: 7,096,849.54

REPORT: PG3630 SYSTEM: FMSAP USER: MANAGER RUN NO: 30 DATE: 08/02/21 TIME: PAGE: 1

HONORABLE MAYOR AND COUNCIL MEMBERS 08/02/21 PAGE 2

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

DANIELLE NISHIYAMA 1003 E TRENT AVE STE 145	OTHR BUS REGISTRATIONS/PERMITS CHECK NO 00580761	240.00
PACIFICA LAW GROUP LLP	LEGAL SERVICES CHECK NO 00580767	8,782.50
PROFORMA	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO 80092904	2,567.37
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO 80093086	57,547.04
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO 80093004	4,959.06
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	97.65
TOTAL FOR 0020 -	- NONDEPARTMENTAL	74,193.62
0030 - POLICE OMBUDSMAN		
US BANK OR CITY TREASURER EMP BENEFITS (CITY)		1,919.23
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO 80093004	23.94
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO 80093004	1,142.48
	RETIREMENT ACH PMT NO 80093106	2,530.60

VERIZON WIRELESS CELL PHONE ACH PMT NO 80092918	156.57

TOTAL FOR 0030 - POLICE OMBUDSMAN

5,772.82

0100 - GENERAL FUND

SPOKANE CITY TREASURER	DEPOSIT-MISCELLANEOUS DEPOSITS CHECK NO 00580770	139.00
SPOKANE INT'L AIRPORT AIRPORT PARKING TICKETS	DEPOSIT-AIRPORT PARK VIOLATION ACH PMT NO 80092911	355.62
US BANK P CARD PAYMENTS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO 80093004	270.00-
US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO 80093004	296,289.55-

HONORABLE MAYOR AND COUNCIL MEMBERS 08/02/21 PAGE 3

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	DEPOSIT-LEASE EXCISE TAX	
MISCELLANEOUS TAX DIVISION	CHECK NO 00580735	11,564.28

3,034.21

0230 - CIVIL SERVICE

COPIERS NORTHWEST INC	CONTRACTUAL SERVICES	
	ACH PMT NO 80092872	512.65
MARTIN LUTHER KING JR FAMILY		
OUTREACH CENTER	ACH PMT NO 80092897	900.00
US BANK OR CITY TREASURER		2 (25 42
EMP BENEFITS (CITY)	CHECK NO 00580847	2,625.43
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO 80093004	92.19
		52.15
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO 80093004	379.74
NO DANK D GADD DAVMENTED		
US BANK P CARD PAYMENTS	ACH PMT NO 80093004	15.01
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO 80093004	175.00
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO 80093106	3,420.99
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO 80092918	104.38

0260 - CITY CLERK

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO 80092913	155.86
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	1,220.95
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO 80093004	58.04
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO 80093106	1,599.36

TOTAL FOR 0260 - CITY CLERK

0300 - HUMAN SERVICES

HONORABLE MAYOR AND COUNCIL MEMBERS	08/02/21 PAGE 4
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:	
US BANK P CARD PAYMENTS OPERATING SUPPLIES ACH PMT NO 80093004	8.44
US BANK P CARD PAYMENTS PROFESSIONAL SERVICES ACH PMT NO 80093004	189.85
US BANK P CARD PAYMENTS REGISTRATION/SCHOOLING	

TOTAL FOR 0300 - HUMAN SERVICES

0320 - COUNCI	. Ц
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DESIMONE CONSULTING LLC	PROFESSIONAL SERVICES ACH PMT NO 80092876	3,000.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO 00580829	400.00
NICHOLAS ANTHONY FEDERICI	PROFESSIONAL SERVICES ACH PMT NO 80092927	3,500.00
SPOKANE INT'L TRANSLATION/DIV OF PERCIBA INC	INTERPRETER COSTS ACH PMT NO 80092912	2,170.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)		3,900.14
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO 80093004	802.87
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO 80093004	43.74
US BANK P CARD PAYMENTS	OTHER MISC CHARGES ACH PMT NO 80093004	279.94
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO 80093004	205.00
	RETIREMENT ACH PMT NO 80093106	4,796.39
VERIZON WIRELESS	CELL PHONE ACH PMT NO 80092918	1,044.20
WA STATE DEPT OF REVENUE	OTH DUES/SUBSCRIPTNS/MEMBERSHP -	0.90
WA STATE DEPT OF REVENUE	PROMOTIONAL SUPPLIES	18.45

20,161.63

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

TOTAL FOR 0320 - COUNCIL

HONORABLE MAYOR
AND COUNCIL MEMBERS08/02/21
PAGE 5PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:08/02/21
PAGE 5US BANK OR CITY TREASURER
EMP BENEFITS (CITY)SOCIAL SECURITY
CHECK NO. - 005808472,233.68US BANK P CARD PAYMENTS
CONTRACTUAL SERVICES
ACH PMT NO. - 800930041,673.47US BANK P CARD PAYMENTS
ACH PMT NO. - 80093004273.15

US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO 80093004	19.79

US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO 80093004	192.00
	RETIREMENT ACH PMT NO 80093106	2,923.68
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES	0.56
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	0.90
TOTAL FOR 0330 -	- PUBLIC AFFAIRS/COMMUNICATIONS	7,317.23
0350 - COMMUNITY CENTERS		
MARTIN LUTHER KING JR FAMILY OUTREACH CENTER	ACH PMT NO 80092897	58,333.32
TOTAL FOR 0350 -		58,333.32
0370 - ENGINEERING SERVICES		
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX		20.44
CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO 80092870	997.54
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS		80.00
GEO ENGINEERS INC	CONTRACTUAL SERVICES ACH PMT NO 80092885	3,297.00
GRAYBAR ELECTRIC COMPANY INC	OTHER IMPROVEMENTS ACH PMT NO 80092887	833.45
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	13,621.84
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO 80093004	419.61
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 6
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO 80093004	768.95
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO 80093004	382.39
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO 80093004	375.00
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO 80093004	77.74
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO 80093004	1,670.00

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO 80093106	17,619.62
WESTCOTT CONSULTING GROUP LLC	CONTRACTUAL SERVICES ACH PMT NO 80092921	3,900.00
TOTAL FOR 0370 -	- ENGINEERING SERVICES	44,063.58
0410 - FINANCE		
COMCAST	MOBILE BROADBAND ACH PMT NO 80092868	85.05
DELL MARKETING LP %DELL USA LP	OFFICE SUPPLIES ACH PMT NO 80092875	51.72
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO 80092894	885.57
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO 80093079	70.60
US BANK OR CITY TREASURER EMP BENEFITS (CITY)		2,750.14
US BANK P CARD PAYMENTS	BANK FEES ACH PMT NO 80093004	25.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO 80093004	292.19
	RETIREMENT ACH PMT NO 80093106	3,599.56
TOTAL FOR 0410 -	- FINANCE	7,759.83
0430 - GRANTS MANAGEMENT		
0450 - GRANIS MANAGEMENI		
US BANK OR CITY TREASURER EMP BENEFITS (CITY)		773.34
US BANK OR CITY TREASURER		773.34 08/02/21 PAGE 7
US BANK OR CITY TREASURER EMP BENEFITS (CITY) HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21
US BANK OR CITY TREASURER EMP BENEFITS (CITY) HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES US BANK P CARD PAYMENTS	CHECK NO 00580847 SULTS IN CLAIMS AS FOLLOWS:	08/02/21
US BANK OR CITY TREASURER EMP BENEFITS (CITY) HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES US BANK P CARD PAYMENTS US BANK P CARD PAYMENTS	CHECK NO 00580847 SULTS IN CLAIMS AS FOLLOWS: MINOR EQUIPMENT ACH PMT NO 80093004	08/02/21 PAGE 7
US BANK OR CITY TREASURER EMP BENEFITS (CITY) HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES US BANK P CARD PAYMENTS US BANK P CARD PAYMENTS	CHECK NO 00580847 SULTS IN CLAIMS AS FOLLOWS: MINOR EQUIPMENT ACH PMT NO 80093004 OFFICE SUPPLIES ACH PMT NO 80093004 RETIREMENT	08/02/21 PAGE 7 105.56 3.71 1,017.45
US BANK OR CITY TREASURER EMP BENEFITS (CITY) HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES US BANK P CARD PAYMENTS US BANK P CARD PAYMENTS US BANK TRUST NA OR CITY OF SPOKANE	CHECK NO 00580847 SULTS IN CLAIMS AS FOLLOWS: MINOR EQUIPMENT ACH PMT NO 80093004 OFFICE SUPPLIES ACH PMT NO 80093004 RETIREMENT	08/02/21 PAGE 7 105.56 3.71
US BANK OR CITY TREASURER EMP BENEFITS (CITY) HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES US BANK P CARD PAYMENTS US BANK P CARD PAYMENTS US BANK TRUST NA OR CITY OF SPOKANE	CHECK NO 00580847 SULTS IN CLAIMS AS FOLLOWS: MINOR EQUIPMENT ACH PMT NO 80093004 OFFICE SUPPLIES ACH PMT NO 80093004 RETIREMENT ACH PMT NO 80093106 - GRANTS MANAGEMENT	08/02/21 PAGE 7 105.56 3.71 1,017.45
US BANK OR CITY TREASURER EMP BENEFITS (CITY) HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES US BANK P CARD PAYMENTS US BANK P CARD PAYMENTS US BANK TRUST NA OR CITY OF SPOKANE TOTAL FOR 0430 -	CHECK NO 00580847 SULTS IN CLAIMS AS FOLLOWS: MINOR EQUIPMENT ACH PMT NO 80093004 OFFICE SUPPLIES ACH PMT NO 80093004 RETIREMENT ACH PMT NO 80093106 - GRANTS MANAGEMENT CS SOCIAL SECURITY	08/02/21 PAGE 7 105.56 3.71 1,017.45

	ACH PMT NO 80093004	35.00
	OPERATING SUPPLIES ACH PMT NO 80093004	25.02
	RETIREMENT ACH PMT NO 80093106	846.16
VERIZON WIRELESS	CELL PHONE ACH PMT NO 80092918	23.30
TOTAL FOR 0450 -	NEIGHBHD HOUSING HUMAN SVCS	1,914.92
0470 - HISTORIC PRESERVATION		
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	505.15
	RETIREMENT ACH PMT NO 80093106	420.32
VERIZON WIRELESS	CELL PHONE ACH PMT NO 80092918	52.19
TOTAL FOR 0470 -	HISTORIC PRESERVATION	977.66
0500 - LEGAL		
ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba		343.19
ANDREW HAVENS	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO 00580745	50.00
	LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80092862	35.28
		35.28 08/02/21 PAGE 8
AUS WEST LOCKBOX HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21
AUS WEST LOCKBOX HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES	ACH PMT NO 80092862	08/02/21
AUS WEST LOCKBOX HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES AVISTA UTILITIES	ACH PMT NO 80092862 ULTS IN CLAIMS AS FOLLOWS: UTILITY LIGHT/POWER SERVICE	08/02/21 PAGE 8
AUS WEST LOCKBOX HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES AVISTA UTILITIES	ACH PMT NO 80092862 ULTS IN CLAIMS AS FOLLOWS: UTILITY LIGHT/POWER SERVICE ACH PMT NO 80092863 UTILITY NATURAL GAS ACH PMT NO 80092863 MISC SERVICES/CHARGES	08/02/21 PAGE 8 784.82
AUS WEST LOCKBOX HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES AVISTA UTILITIES AVISTA UTILITIES CERTIFIED SECURITY SYSTEMS	ACH PMT NO 80092862 ULTS IN CLAIMS AS FOLLOWS: UTILITY LIGHT/POWER SERVICE ACH PMT NO 80092863 UTILITY NATURAL GAS ACH PMT NO 80092863 MISC SERVICES/CHARGES ACH PMT NO 80092865	08/02/21 PAGE 8 784.82 58.95
AUS WEST LOCKBOX HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES AVISTA UTILITIES AVISTA UTILITIES CERTIFIED SECURITY SYSTEMS SPOKANE SECURITY SYSTEMS INC DEVRIES INFORMATION MANAGEMENT EASTERN WASHINGTON ATTORNEY SERVICES INC	ACH PMT NO 80092862 ULTS IN CLAIMS AS FOLLOWS: UTILITY LIGHT/POWER SERVICE ACH PMT NO 80092863 UTILITY NATURAL GAS ACH PMT NO 80092863 MISC SERVICES/CHARGES ACH PMT NO 80092865 MISC SERVICES/CHARGES ACH PMT NO 80092877 LEGAL SERVICES CHECK NO 00580743	08/02/21 PAGE 8 784.82 58.95 65.34
AUS WEST LOCKBOX HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES AVISTA UTILITIES AVISTA UTILITIES CERTIFIED SECURITY SYSTEMS SPOKANE SECURITY SYSTEMS INC DEVRIES INFORMATION MANAGEMENT EASTERN WASHINGTON ATTORNEY SERVICES INC JOHNSON CONTROLS FIRE	ACH PMT NO 80092862 ULTS IN CLAIMS AS FOLLOWS: UTILITY LIGHT/POWER SERVICE ACH PMT NO 80092863 UTILITY NATURAL GAS ACH PMT NO 80092863 MISC SERVICES/CHARGES ACH PMT NO 80092865 MISC SERVICES/CHARGES ACH PMT NO 80092877 LEGAL SERVICES	08/02/21 PAGE 8 784.82 58.95 65.34 22.50
AUS WEST LOCKBOX HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES AVISTA UTILITIES AVISTA UTILITIES CERTIFIED SECURITY SYSTEMS SPOKANE SECURITY SYSTEMS INC DEVRIES INFORMATION MANAGEMENT EASTERN WASHINGTON ATTORNEY SERVICES INC JOHNSON CONTROLS FIRE PROTECTION LP	ACH PMT NO 80092862 ULTS IN CLAIMS AS FOLLOWS: UTILITY LIGHT/POWER SERVICE ACH PMT NO 80092863 UTILITY NATURAL GAS ACH PMT NO 80092863 MISC SERVICES/CHARGES ACH PMT NO 80092865 MISC SERVICES/CHARGES ACH PMT NO 80092877 LEGAL SERVICES CHECK NO 00580743 BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80093052 PUBLICATIONS	08/02/21 PAGE 8 784.82 58.95 65.34 22.50 75.00

US BANK OR CITY TREASURER EMP BENEFITS (CITY)		9,537.12
US BANK P CARD PAYMENTS	CLE TRAVEL ACH PMT NO 80093004	375.00
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO 80093004	151.36
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO 80093004	174.81
	RETIREMENT ACH PMT NO 80093106	12,039.40
YWCA	PROFESSIONAL SERVICES ACH PMT NO 80092923	3,242.65
TOTAL FOR 0500 -	- LEGAL	32,742.03
0520 - MAYOR		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO 00580829	100.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	2,596.38
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO 80093004	143.14
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO 80093004	670.44
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 9
PROCESSING OF VOUCHERS RES	SULTS IN CLAIMS AS FOLLOWS:	
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO 80093106	2,187.28
TOTAL FOR 0520 -	- MAYOR	5,697.24
0550 - NEIGHBORHOOD SERVICES		
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	822.84

EMP BENEFITS (CITY)	CHECK NO 00580847	822.84
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO 80093004	113.53
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO 80093106	1,081.76

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES 2,018.13

0560 - MUNICIPAL COURT

CAMTEK INC SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80092939

624.37

COMCAST	IT/DATA SERVICES ACH PMT NO 80092868	110.01
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO 80092872	495.92
-	COMPUTERS ACH PMT NO 80092875	12,889.89
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO 00580829	100.00
JIM'S TRANSFER INC DBA DEVRIES MOVING PACKING STORAGE	MISC SERVICES/CHARGES ACH PMT NO 80092947	296.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO 80092894	1,156.98
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO 80092906	448.50
SPOKANE COUNTY TREASURER	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80092965	1,669.00
SPOKANE COUNTY TREASURER	MISC SERVICES/CHARGES ACH PMT NO 80092965	302.21
UNIVERSAL PROTECTION SERVICE DBA ALLIED UNIVERSAL SECURITY		80.63
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	8,312.08
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 10
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO 80093004	25.03
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO 80093004	420.24
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO 80093004	7.61
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO 80093004	122.46
	POSTAGE Ach pmt no 80093004	41.50
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO 80093004	39.00
	RETIREMENT ACH PMT NO 80093106	10,770.08
TOTAL FOR 0560 -	- MUNICIPAL COURT	37,911.51

0570 - OFFICE OF HEARING EXAMINER

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO 00580847	522.83

187.45

TOTAL FOR 057) - OFFICE OF HEARING EXAMINER	1,206.27
)620 - HUMAN RESOURCES		
DGT ENTERPRISES LLC	MEDICAL SERVICES	
DBA SPOKANE TESTING SOLUTIONS		520.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO 00580847	2,097.04
US BANK P CARD PAYMENTS		
	ACH PMT NO 80093004	245.00
US BANK P CARD PAYMENTS		
	ACH PMT NO 80093004	47.81
US BANK P CARD PAYMENTS		
	ACH PMT NO 80093004	110.00
	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO 80093106	2,763.62
TOTAL FOR 062() - HUMAN RESOURCES	5,783.47
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 11
650 - PLANNING SERVICES US BANK OR CITY TREASURER EMP BENEFITS (CITY)		3,096.89
ILC DANK D CADD DAVMENING		
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO 80093004	671.77
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO 80093004	35.00
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO 80093106	4,054.56
TOTAL FOR 0650) - PLANNING SERVICES	7,858.22
680 - POLICE		
ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO 80093009	370.75
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
WATOLY ATTITTED	ACH PMT NO 80093014	8,946.09
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO 80093014	301.74
BRIAN BLANKENSTEIN	OPERATING SUPPLIES	
	CHECK NO $= 0.0580822$	187 45

CENTURYLINK	ALARM/SECURITY SERVICES	
	CHECK NO 00580825	259.99

CHECK NO. - 00580822

CENTURYLINK	TELEPHONE CHECK NO 00580825	700.62
COMCAST	IT/DATA SERVICES ACH PMT NO 80092868	2,206.58
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093025	166.39
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO 80093025	8,205.81
DIVINES TOWING/DIV OF DIVINE CORP	TOWING EXPENSE ACH PMT NO 80093034	103.46
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO 80093038	103.46
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO 80093041	340.08
GALLS LLC	CLOTHING ACH PMT NO 80093042	4,749.08
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 12
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
GALLS LLC	PROTECTIVE GEAR/CLOTHING ACH PMT NO 80093042	1,741.07
	OPERATING SUPPLIES ACH PMT NO 80093039	57.94
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO 80093046	278.18
	DEFERRED COMPENSATION-MATCHING CHECK NO 00580829	67,881.16
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO 80093058	578.49
NELSON'S TOWING AND REPAIR/ DIV OF NELCO SERVICES INC		155.18
REHN & ASSOCIATES SPOKANE CITY TREASURER		1,500.00
	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO 80093078	787.08
SPOKANE COUNTY SHERIFF	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO 80093085	320.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO 80093086	81.21
SPRINT SOLUTIONS INC	MOBILE BROADBAND CHECK NO 00580842	126.72
	POSTAGE CHECK NO 00580846	91.96
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	40,664.37

US BANK P CARD PAYMENTS	COMPUTERS ACH PMT NO 80093004	791.19
US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO 80093004	155.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO 80093004	1,970.20
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO 80093004	662.34
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO 80093004	856.68
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO 80093004	3,207.67
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO 80093004	261.47
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 13
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO 80093004	93.58
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO 80093004	1,425.31
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO 80093004	2,723.00
US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE ACH PMT NO 80093004	12.12
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO 80093004	59.88
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO 80093106	24,551.03
VERIZON WIRELESS	CELL PHONE ACH PMT NO 80093107	12,533.44
VERIZON WIRELESS	MOBILE BROADBAND ACH PMT NO 80093107	16,321.89
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	36.88
WA STATE DEPT OF REVENUE	OTH DUES/SUBSCRIPTNS/MEMBERSHP	5.40
WA STATE DEPT OF REVENUE	PROMOTIONAL SUPPLIES	128.28
	PENSION LEOFF II CHECK NO 00580852	231,460.04
WCP SOLUTIONS	PRINTING/BINDING/REPRO ACH PMT NO 80093110	292.21
WILLIAMS TOWING & RECOVERY LLC	TOWING EXPENSE ACH PMT NO 80093113	310.38

OR CITY OF SPOKANE	ACH FMI NO 80095108	1,000.00
	RETIREMENT ACH PMT NO 80093106	7,833.50
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO 80093004	453.06
	SOCIAL SECURITY CHECK NO 00580847	7,675.32
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS ACH PMT NO 80093101	1,321.94
PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO 80093075	655.59
PAUL TAPIA TAPIA INVESTIGATIVE SERVICES	LEGAL SERVICES ACH PMT NO 80093099	227.50
MATTHEW BENDER & CO INC DBA LEXIS NEXIS MATTHEW BENDER		32.94
JOHNSON CONTROLS FIRE PROTECTION LP	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80093052	978.02
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO 80092883	7.24
CCH INC DBA WOLTERS KLUWER LEGAL & REGULATORY U.S.	PUBLICATIONS ACH PMT NO 80092941	581.53
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO 80092863	58.95
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO 80092863	784.81
00 - PUBLIC DEFENDER ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80092936	14.81
	PROBATION SERVICES	6,690.70
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 14
VERIZON WIRELESS	CELL PHONE ACH PMT NO 80092918	114.42
	RETIREMENT ACH PMT NO 80093106	3,567.12
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	2,715.16
	INTERPRETER COSTS ACH PMT NO 80092891	294.00

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO 80092918	65.4
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO 80092918	10.0
TOTAL FOR 0750 -	- COMMUNITY/ECONOMIC DEV DVSN	75.4
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 15
PROCESSING OF VOUCHERS RES	SULTS IN CLAIMS AS FOLLOWS:	
00 - STREET FUND		
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO 80092863	200,447.3
CENTURYLINK	TELEPHONE CHECK NO 00580825	195.9
	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092889	99,497.2
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO 00580775	375.0
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO 80093041	245.2
JAMAR TECHNOLOGIES INC	MINOR EQUIPMENT CHECK NO 00580831	3,372.2
LAND VIEW INC DBA TECHNICHEM	REPAIR & MAINTENANCE SUPPLIES CHECK NO 00580845	2,395.8
NORCO INC	OPERATING SUPPLIES ACH PMT NO 80093065	6.5
OCCUPATIONAL HEALTH CENTERS OF WASHINGTON PS	MEDICAL SERVICES CHECK NO 00580766	31.5
STELLAR INDUSTRIAL SUPPLY INC	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO 80093094	472.9
STREET DEPT IMPREST FUND	OPERATING SUPPLIES CHECK NO 00580843	8.8
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	19,695.8
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093004	204.0
	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO 80093004	408.3
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO 80093004	445.4
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO 80093004	4,955.0
ILC DANK D CADD DAVMENTC	PERSONAL PROTECTIVE EQUIPMENT	

	ACH PMT NO 80093004	412.29
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO 80093004	120.20
US BANK P CARD PAYMENTS	POWER TOOLS/EQUIPMENT ACH PMT NO 80093004	998.62
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 16
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
US BANK P CARD PAYMENTS	PUBLIC UTILITY SERVICE ACH PMT NO 80093004	110.13
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093004	560.31
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO 80093004	3,866.89
US BANK P CARD PAYMENTS	UTILITY LIGHT/POWER SERVICE ACH PMT NO 80093004	114.40
	RETIREMENT ACH PMT NO 80093106	24,573.54
VERIZON WIRELESS	CELL PHONE ACH PMT NO 80093107	744.44
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO 80093107	440.11
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	303.50
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	9.18

TOTAL FOR 1100 - STREET FUND

365,010.91

1200 - CODE ENFORCEMENT FUND

US BANK OR CITY TREASURER EMP BENEFITS (CITY)		2,972.70
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO 80093004	50.00
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093004	250.00
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. – 80093004	7.63
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO 80093004	47.91
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO 80093004	925.94
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO 80093106	3,572.60

1300 - LIBRARY FUND

1300 - LIBR 	ARY FUND		
	DRABLE MAYOR COUNCIL MEMBERS		08/02/21 PAGE 17
PROC	CESSING OF VOUCHERS RES	SULTS IN CLAIMS AS FOLLOWS:	
	DR CITY TREASURER MITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	13,695.20
US BANK P	P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO 80093004	207.10
US BANK F	P CARD PAYMENTS	COMPUTERS ACH PMT NO 80093004	2,656.08
US BANK P	P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO 80093004	1,789.58
US BANK P	P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO 80093004	715.43
US BANK P	P CARD PAYMENTS	LIBRARY BOOKS/OTHER MATERIALS ACH PMT NO 80093004	402.20
US BANK P	P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO 80093004	2,546.32
US BANK F	P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO 80093004	704.00
US BANK F	P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO 80093004	2,667.24
US BANK F	P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO 80093004	405.11
US BANK F	P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO 80093004	160.00
US BANK P	P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093004	2,251.45
US BANK P	P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO 80093004	574.39
US BANK F	P CARD PAYMENTS	SMART PHONES, IPAD, TABLETS ACH PMT NO 80093004	617.46
US BANK P		VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093004	193.23
		RETIREMENT ACH PMT NO 80093106	17,529.29
WA STATE	DEPT OF REVENUE	CONTRACTUAL SERVICES	145.98
WA STATE	DEPT OF REVENUE	OPERATING SUPPLIES	4.46
WA STATE	DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	6.62

HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 18
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
1360 - MISCELLANEOUS GRANTS FUND		
	GRANT CASH PASS THRU ACCOUNT ACH PMT NO 80093004	270.00
	REGISTRATION/SCHOOLING ACH PMT NO 80093004	270.00-
TOTAL FOR 1360 -	MISCELLANEOUS GRANTS FUND	0.00
1380 - TRAFFIC CALMING MEASURES		
ANTHONY REQUA 326 W SHANNON AVE	SCHOOL ZONE SPEED CAMERA FINE CHECK NO 00580753	50.00
	SCHOOL ZONE SPEED CAMERA FINE CHECK NO 00580749	59.00
	SCHOOL ZONE SPEED CAMERA FINE CHECK NO 00580748	299.00
TOTAL FOR 1380 -	TRAFFIC CALMING MEASURES	408.00
1400 - PARKS AND RECREATION FUND		
COMCAST	IT/DATA SERVICES ACH PMT NO 80092868	152.26
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO 00580775	3,405.00
OCCUPATIONAL HEALTH CENTERS OF WASHINGTON PS	MEDICAL SERVICES CHECK NO 00580766	31.50
	SOCIAL SECURITY CHECK NO 00580847	32,189.13
	ADVERTISING ACH PMT NO 80093004	2,013.79
US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80093004	1,089.49
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO 80093004	20.94
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO 80093004	1,695.17
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO 80093004	2,845.31
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093004	3,489.29

HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT ACH PMT NO 80093004	4,071.78
US BANK P CARD PAYMENTS	INVENTORY HELD FOR RESALE ACH PMT NO 80093004	2,319.66
US BANK P CARD PAYMENTS	ITEMS PURCHASED FOR INVENTORY ACH PMT NO 80093004	9,498.73
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO 80093004	6,129.41
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO 80093004	2,598.44
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO 80093004	9,263.25
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO 80093004	703.00
US BANK P CARD PAYMENTS	OTHER IMPROVEMENTS ACH PMT NO 80093004	124.94
US BANK P CARD PAYMENTS	OTHER MISC CHARGES ACH PMT NO 80093004	19.00
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO 80093004	3.80
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO 80093004	3,200.00
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES ACH PMT NO 80093004	10,671.22
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO 80093004	79.35
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO 80093004	4,239.09
US BANK P CARD PAYMENTS	RETIREES' INSURANCE BENEFIT ACH PMT NO 80093004	462.83
US BANK P CARD PAYMENTS		1,392.61
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO 80093004	36.12
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO 80093106	21,772.13
WA STATE DEPT OF REVENUE		
	-	54.91
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	43.11

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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WA STATE DEPT OF REVENUE GENERAL REPAIRS/MAINT

HONORABLE MAYOR AND COUNCIL MEMBERS

	-	0.66
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	1.80
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	27.00
WA STATE DEPT OF REVENUE	RECREATIONAL SUPPLIES -	881.10
WA STATE DEPT OF REVENUE	REPAIRS/MAINTENANCE -	52.94
WA STATE DEPT OF REVENUE	SMALL TOOLS -	11.39
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	3.25
TOTAL FOR 1400 -	PARKS AND RECREATION FUND	124,593.40
1460 - PARKING METER REVENUE FUND		
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO 80093041	245.26
GARLAND PRINTING CO	PRINTING/BINDING/REPRO CHECK NO 00580828	43.60
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO 80092894	1,007.43
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	2,669.99
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO 80093004	69.42
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO 80093004	3.75
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO 80093004	228.13
	RETIREMENT ACH PMT NO 80093106	3,515.88
TOTAL FOR 1460 -	PARKING METER REVENUE FUND	7,783.46
1560 - FORFEITURES & CONTRIBUTION		
CRAIG MEIDL OR JUSTIN LUNDGREN CRAIG MEIDL TRUSTEE	CONFIDENTIAL FUNDS	5,780.00
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 21
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
TOTAL FOR 1560 -	FORFEITURES & CONTRIBUTION FND	5,780.00

TCMA RETIREMENT TRUST 457		
% FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO 00580829	1,096.41
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	319.28
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO 80093004	300.00-
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO 80093106	16.94
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS		3,179.66
TOTAL FOR 1620 -	- PUBLIC SAFETY & JUDICIAL GRANT	4,312.29
1625 - PUBLIC SAFETY PERSONNEL FU	ND	
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD		1,788.02
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO 00580830	457.13
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	1,405.51
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO 80093106	621.48
MAQUINCON LOOP	PENSION LEOFF II	
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS		9,393.76
DEPT OF RETIREMENT SYSTEMS	CHECK NO 00580852	
DEPT OF RETIREMENT SYSTEMS TOTAL FOR 1625 - 1630 - COMBINED COMMUNICATIONS CE	CHECK NO 00580852 	
DEPT OF RETIREMENT SYSTEMS TOTAL FOR 1625 -	CHECK NO 00580852 PUBLIC SAFETY PERSONNEL FUND NTER DEFERRED COMPENSATION-MATCHING	
DEPT OF RETIREMENT SYSTEMS TOTAL FOR 1625 - 1630 - COMBINED COMMUNICATIONS CE ICMA RETIREMENT TRUST 457	CHECK NO 00580852 PUBLIC SAFETY PERSONNEL FUND NTER DEFERRED COMPENSATION-MATCHING CHECK NO 00580829 DEFERRED COMPENSATION-MATCHING	13,665.90
DEPT OF RETIREMENT SYSTEMS TOTAL FOR 1625 - 1630 - COMBINED COMMUNICATIONS CE ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER SPOKANE FIRE FIGHTERS BENEFIT	CHECK NO 00580852 PUBLIC SAFETY PERSONNEL FUND NTER DEFERRED COMPENSATION-MATCHING CHECK NO 00580829 DEFERRED COMPENSATION-MATCHING CHECK NO 00580830	13,665.90
DEPT OF RETIREMENT SYSTEMS TOTAL FOR 1625 - 1630 - COMBINED COMMUNICATIONS CE ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER SPOKANE FIRE FIGHTERS BENEFIT	CHECK NO 00580852 PUBLIC SAFETY PERSONNEL FUND NTER DEFERRED COMPENSATION-MATCHING CHECK NO 00580829 DEFERRED COMPENSATION-MATCHING CHECK NO 00580830 VEBA POST EMPLOYMENT ACH PMT NO 80093087 SOCIAL SECURITY	13,665.90 470.68 1,221.78
DEPT OF RETIREMENT SYSTEMS TOTAL FOR 1625 - 1630 - COMBINED COMMUNICATIONS CE ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER SPOKANE FIRE FIGHTERS BENEFIT TRUST US BANK OR CITY TREASURER	CHECK NO 00580852 PUBLIC SAFETY PERSONNEL FUND NTER DEFERRED COMPENSATION-MATCHING CHECK NO 00580829 DEFERRED COMPENSATION-MATCHING CHECK NO 00580830 VEBA POST EMPLOYMENT ACH PMT NO 80093087 SOCIAL SECURITY	13,665.90 470.68 1,221.78 1,000.00
DEPT OF RETIREMENT SYSTEMS TOTAL FOR 1625 - 1630 - COMBINED COMMUNICATIONS CE ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER SPOKANE FIRE FIGHTERS BENEFIT TRUST US BANK OR CITY TREASURER EMP BENEFITS (CITY) HONORABLE MAYOR	CHECK NO 00580852 PUBLIC SAFETY PERSONNEL FUND NTER DEFERRED COMPENSATION-MATCHING CHECK NO 00580829 DEFERRED COMPENSATION-MATCHING CHECK NO 00580830 VEBA POST EMPLOYMENT ACH PMT NO 80093087 SOCIAL SECURITY CHECK NO 00580847	13,665.90 470.68 1,221.78 1,000.00 3,290.75 08/02/21
DEPT OF RETIREMENT SYSTEMS TOTAL FOR 1625 - 1630 - COMBINED COMMUNICATIONS CE ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER SPOKANE FIRE FIGHTERS BENEFIT TRUST US BANK OR CITY TREASURER EMP BENEFITS (CITY) HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES US BANK P CARD PAYMENTS	CHECK NO 00580852 PUBLIC SAFETY PERSONNEL FUND NTER DEFERRED COMPENSATION-MATCHING CHECK NO 00580829 DEFERRED COMPENSATION-MATCHING CHECK NO 00580830 VEBA POST EMPLOYMENT ACH PMT NO 80093087 SOCIAL SECURITY CHECK NO 00580847 ULTS IN CLAIMS AS FOLLOWS:	13,665.90 470.68 1,221.78 1,000.00 3,290.75 08/02/21
DEPT OF RETIREMENT SYSTEMS TOTAL FOR 1625 - 1630 - COMBINED COMMUNICATIONS CE ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER SPOKANE FIRE FIGHTERS BENEFIT TRUST US BANK OR CITY TREASURER EMP BENEFITS (CITY) HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES US BANK P CARD PAYMENTS US BANK TRUST NA	CHECK NO 00580852 PUBLIC SAFETY PERSONNEL FUND NTER DEFERRED COMPENSATION-MATCHING CHECK NO 00580829 DEFERRED COMPENSATION-MATCHING CHECK NO 00580830 VEBA POST EMPLOYMENT ACH PMT NO 80093087 SOCIAL SECURITY CHECK NO 00580847 ULTS IN CLAIMS AS FOLLOWS: REGISTRATION/SCHOOLING	13,665.90 470.68 1,221.78 1,000.00 3,290.75 08/02/21 PAGE 22

TOTAL FOR 1630 -	COMBINED COMMUNICATIONS CENTER	11,961.80
1680 - CD/HS OPERATIONS		
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	3,767.26
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO 80093106	4,460.52

TOTAL FOR 1680 - CD/HS OPERATIONS 8,227.78

1690 - COMM DEVELOPMENT BLOCK GRANTS

DELL MARKETING LP	MINOR EQUIPMENT	
%DELL USA LP	ACH PMT NO 80092875	2,423.61

TOTAL FOR 1690	COMM DEVELOPMENT BLOCK	GRANTS 2,423.61
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1695 - CDBG REVOLVING LOAN FUND

US TREASURY	INVESTMENT INTEREST/DIVIDENDS	
OR CITY OF SPOKANE	CHECK NO 00580771	4,307.98

_____ TOTAL FOR 1695 - CDBG REVOLVING LOAN FUND 4,307.98

1715 - HOME REVOLVING LOAN FUND

US TREASURY	INVESTMENT INTEREST/DIVIDENDS	
OR CITY OF SPOKANE	CHECK NO 00580771	10,414.40

_____ TOTAL FOR 1715 - HOME REVOLVING LOAN FUND 10,414.40

1910 - CRIMINAL JUSTICE ASSISTANCE FD

CATHOLIC CHARITIES	CONTRACTUAL SERVICES	
	ACH PMT NO 80093018	2,555.00

TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD 2,555.00

HONORABLE MAYOR	08/02/21
AND COUNCIL MEMBERS	PAGE 23

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1940 - CHANNEL FIVE EQUIPMENT RESERVE _____

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO 80093004	2,322.73
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO 80093004	199.00
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO 80093004	96.92

1970 - FIRE/EMS FUND

	PRINTING/BINDING/REPRO ACH PMT NO 80093009	105.12
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80093011	181.54
AT&T MOBILITY	CELL PHONE CHECK NO 00580740	12.00
BOUND TREE MEDICAL LLC	SAFETY SUPPLIES CHECK NO 00580823	3,480.98
BRADLEY DILG	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80092925	156.80
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO 80092943	7,605.80
COMCAST	IT/DATA SERVICES ACH PMT NO 80092868	408.88
FASTENAL CO	MINOR EQUIPMENT ACH PMT NO 80092881	104.42
FASTENAL CO	OFFICE SUPPLIES ACH PMT NO 80092881	7.79
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO 80092881	1,067.13
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092881	43.31
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80092881	156.84
GRADOVILLE ACTIVE TRAINING LLC	CONTRACTUAL SERVICES ACH PMT NO 80092952	3,750.00
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	VEBA POST EMPLOYMENT ACH PMT NO 80093049	500.00
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 24
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO 00580829	8,713.51
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO 00580830	42,126.28
KEVIN HAUGHTON	LODGING ACH PMT NO 80092930	1,080.96
KEVIN HAUGHTON	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80092930	548.80
KEVIN HAUGHTON	PER DIEM Ach PMT NO 80092930	372.00
L N CURTIS & SONS	VEHICLE REPAIR & MAINT SUPPLY	
L N CORIIS & SONS	ACH PMT NO 80092874	204.92

L N CURTIS & SONS	VEHICLE REPAIRS/MAINT ACH PMT NO 80092874	68.13
LEE M VENNING	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80092932	235.76
LEE M VENNING	PER DIEM ACH PMT NO 80092932	217.50
MR CAR WASH DEPT #880266	VEHICLE REPAIRS/MAINT ACH PMT NO 80093062	125.10
NATIONSERVE OVERHEAD DOOR CORPORATION	BUILDING REPAIRS/MAINTENANCE CHECK NO 00580772	2,198.69
NATIONSERVE OVERHEAD DOOR CORPORATION	REPAIR & MAINTENANCE SUPPLIES CHECK NO 00580772	556.48
NORCO INC	SAFETY SUPPLIES ACH PMT NO 80093065	248.21
PACIFIC NW EMERGENCY EQUIPMENT dba GENERAL FIRE APPARATUS		1,765.80
POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80093072	114.35
PRO MECHANICAL SERVICES INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80092903	797.70
PRO MECHANICAL SERVICES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092903	346.24
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093080	118.14
SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO 80093087	19,000.00
THEODORE FRATER	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80092928	198.24
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 25
PROCESSING OF VOUCHERS RES	SULTS IN CLAIMS AS FOLLOWS:	
THEODORE FRATER	PER DIEM ACH PMT NO 80092928	224.50
TODD A POWELL	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80092931	185.92
TODD A POWELL	PER DIEM ACH PMT NO 80092931	73.25
US BANK OR CITY TREASURER EMP BENEFITS (CITY)		27,119.54
US BANK P CARD PAYMENTS	CAMERAS AND PROJECTION EQUIPMT ACH PMT NO 80093004	488.96
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO 80093004	78.41
US BANK P CARD PAYMENTS	CLOTHING ALTERATIONS & REPAIRS ACH PMT NO 80093004	135.96

US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093004	258.20
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO 80093004	17,739.27
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO 80093004	397.09
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO 80093004	704.34
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO 80093004	1,816.16
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO 80093004	388.49
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO 80093004	232.57
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO 80093004	2,460.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093004	2,204.70
US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE ACH PMT NO 80093004	10.72
US BANK P CARD PAYMENTS	TELEPHONE ACH PMT NO 80093004	26.64
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093004	5,316.06
US BANK P CARD PAYMENTS		627.99
US BANK P CARD PAYMENTS HONORABLE MAYOR AND COUNCIL MEMBERS	VEHICLE REPAIRS/MAINT	627.99 08/02/21 PAGE 26
HONORABLE MAYOR AND COUNCIL MEMBERS	VEHICLE REPAIRS/MAINT	08/02/21
HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RE US BANK TRUST NA	VEHICLE REPAIRS/MAINT ACH PMT NO 80093004	08/02/21
HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RE US BANK TRUST NA OR CITY OF SPOKANE	VEHICLE REPAIRS/MAINT ACH PMT NO 80093004 SULTS IN CLAIMS AS FOLLOWS: RETIREMENT	08/02/21 PAGE 26
HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RE US BANK TRUST NA OR CITY OF SPOKANE	VEHICLE REPAIRS/MAINT ACH PMT NO 80093004 SULTS IN CLAIMS AS FOLLOWS: RETIREMENT ACH PMT NO 80093106 CELL PHONE	08/02/21 PAGE 26 5,705.28
HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RE US BANK TRUST NA OR CITY OF SPOKANE VERIZON WIRELESS VINCE A COMSTOCK	VEHICLE REPAIRS/MAINT ACH PMT NO 80093004 SULTS IN CLAIMS AS FOLLOWS: RETIREMENT ACH PMT NO 80093106 CELL PHONE ACH PMT NO 80093107 PERSONAL PROTECTIVE EQUIPMENT	08/02/21 PAGE 26 5,705.28 20.88
HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RE US BANK TRUST NA OR CITY OF SPOKANE VERIZON WIRELESS VINCE A COMSTOCK	VEHICLE REPAIRS/MAINT ACH PMT NO 80093004 SULTS IN CLAIMS AS FOLLOWS: RETIREMENT ACH PMT NO 80093106 CELL PHONE ACH PMT NO 80093107 PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO 80092924	08/02/21 PAGE 26 5,705.28 20.88 394.85
HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RE US BANK TRUST NA OR CITY OF SPOKANE VERIZON WIRELESS VINCE A COMSTOCK WA STATE DEPT OF REVENUE WA STATE DEPT OF REVENUE	VEHICLE REPAIRS/MAINT ACH PMT NO 80093004 SULTS IN CLAIMS AS FOLLOWS: RETIREMENT ACH PMT NO 80093106 CELL PHONE ACH PMT NO 80093107 PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO 80092924 EQUIPMENT REPAIRS/MAINTENANCE	08/02/21 PAGE 26 5,705.28 20.88 394.85 14.04
HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RE US BANK TRUST NA OR CITY OF SPOKANE VERIZON WIRELESS VINCE A COMSTOCK WA STATE DEPT OF REVENUE WA STATE DEPT OF REVENUE WA STATE DEPT OF REVENUE	VEHICLE REPAIRS/MAINT ACH PMT NO 80093004 SULTS IN CLAIMS AS FOLLOWS: RETIREMENT ACH PMT NO 80093106 CELL PHONE ACH PMT NO 80093107 PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO 80092924 EQUIPMENT REPAIRS/MAINTENANCE - MINOR EQUIPMENT - REPAIR & MAINTENANCE SUPPLIES	08/02/21 PAGE 26 5,705.28 20.88 394.85 14.04 9.90
HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RE US BANK TRUST NA OR CITY OF SPOKANE VERIZON WIRELESS VINCE A COMSTOCK WA STATE DEPT OF REVENUE WA STATE DEPT OF REVENUE WA STATE DEPT OF REVENUE	VEHICLE REPAIRS/MAINT ACH PMT NO 80093004 SULTS IN CLAIMS AS FOLLOWS: RETIREMENT ACH PMT NO 80093106 CELL PHONE ACH PMT NO 80093107 PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO 80092924 EQUIPMENT REPAIRS/MAINTENANCE - MINOR EQUIPMENT - REPAIR & MAINTENANCE SUPPLIES - VEHICLE REPAIR & MAINT SUPPLY - PENSION LEOFF II	08/02/21 PAGE 26 5,705.28 20.88 394.85 14.04 9.90 14.35

	ACH PMT NO 80093110	105.68
WESTERN STATES EQUIPMENT CO	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80092922	1,026.20
WESTERN STATES EQUIPMENT CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092922	1,166.61
	AIRFARE ACH PMT NO 80092929	299.00
TOTAL FOR 1970 -	- FIRE/EMS FUND	411,911.10
3200 - ARTERIAL STREET FUND		
DAVID EVANS AND ASSOCIATES INC	CONTRACTUAL SERVICES ACH PMT NO 80092946	945.60
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80093047	65,634.86
LARIVIERE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80093056	124,123.34
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80092895	495.00
total for 3200 -	- ARTERIAL STREET FUND	191,198.80
4100 - WATER DIVISION		
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 27
AND COUNCIL MEMBERS	SULTS IN CLAIMS AS FOLLOWS:	
AND COUNCIL MEMBERS	CONSTRUCTION OF FIXED ASSETS	
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES ABADAN REPROGRAPHICS	CONSTRUCTION OF FIXED ASSETS	PAGE 27
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONSTRUCTION OF FIXED ASSETS CHECK NO 00580820 REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092933	PAGE 27 2,106.74
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER ACTION MATERIALS	CONSTRUCTION OF FIXED ASSETS CHECK NO 00580820 REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092933 CHEMICAL/LAB SUPPLIES	PAGE 27 2,106.74 225.56
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER ACTION MATERIALS AGATHOS LABORATORIES INC	CONSTRUCTION OF FIXED ASSETS CHECK NO 00580820 REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092933 CHEMICAL/LAB SUPPLIES ACH PMT NO 80092934 REPAIR & MAINTENANCE SUPPLIES	PAGE 27 2,106.74 225.56 5,605.65
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER ACTION MATERIALS AGATHOS LABORATORIES INC CB PACIFIC INC CDW GOVERNMENT INC CHRISTOPHER DREWEL	CONSTRUCTION OF FIXED ASSETS CHECK NO 00580820 REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092933 CHEMICAL/LAB SUPPLIES ACH PMT NO 80092934 REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092864 SMART PHONES, IPAD, TABLETS	PAGE 27 2,106.74 225.56 5,605.65 6,426.00
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER ACTION MATERIALS AGATHOS LABORATORIES INC CB PACIFIC INC CDW GOVERNMENT INC CHRISTOPHER DREWEL	CONSTRUCTION OF FIXED ASSETS CHECK NO 00580820 REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092933 CHEMICAL/LAB SUPPLIES ACH PMT NO 80092934 REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092864 SMART PHONES, IPAD, TABLETS ACH PMT NO 80093019 REFUNDS	PAGE 27 2,106.74 225.56 5,605.65 6,426.00 652.67
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER ACTION MATERIALS AGATHOS LABORATORIES INC CB PACIFIC INC CDW GOVERNMENT INC CHRISTOPHER DREWEL 7809 S WEST TERRACE DR CHRYSTAL AVELAR	CONSTRUCTION OF FIXED ASSETS CHECK NO 00580820 REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092933 CHEMICAL/LAB SUPPLIES ACH PMT NO 80092934 REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092864 SMART PHONES, IPAD, TABLETS ACH PMT NO 80093019 REFUNDS CHECK NO 00580754 REFUNDS CHECK NO 00580834	PAGE 27 2,106.74 225.56 5,605.65 6,426.00 652.67 2.36
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER ACTION MATERIALS AGATHOS LABORATORIES INC CB PACIFIC INC CDW GOVERNMENT INC CHRISTOPHER DREWEL 7809 S WEST TERRACE DR CHRYSTAL AVELAR 3514 E EMPIRE AVE CINTAS CORPORATION NO 3	CONSTRUCTION OF FIXED ASSETS CHECK NO 00580820 REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092933 CHEMICAL/LAB SUPPLIES ACH PMT NO 80092934 REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092864 SMART PHONES, IPAD, TABLETS ACH PMT NO 80093019 REFUNDS CHECK NO 00580754 REFUNDS CHECK NO 00580834 LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80092942	PAGE 27 2,106.74 225.56 5,605.65 6,426.00 652.67 2.36 17.95
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER ACTION MATERIALS AGATHOS LABORATORIES INC CB PACIFIC INC CDW GOVERNMENT INC CHRISTOPHER DREWEL 7809 S WEST TERRACE DR CHRYSTAL AVELAR 3514 E EMPIRE AVE CINTAS CORPORATION NO 3 LOC 606	CONSTRUCTION OF FIXED ASSETS CHECK NO 00580820 REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092933 CHEMICAL/LAB SUPPLIES ACH PMT NO 80092934 REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092864 SMART PHONES, IPAD, TABLETS ACH PMT NO 80093019 REFUNDS CHECK NO 00580754 REFUNDS CHECK NO 00580834 LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80092942 OPERATING RENTALS/LEASES	PAGE 27 2,106.74 225.56 5,605.65 6,426.00 652.67 2.36 17.95 2,066.60

DANIA KINCAID 1803 E SHARP AVE	REFUNDS CHECK NO 00580758	17.72
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO 00580775	135.00
EDGE CONSTRUCTION SUPPLY	MACHINERY/EQUIPMENT ACH PMT NO 80092879	6,726.06
EDWIN HASKELL 310 W AUBURN CREST CT	REFUNDS CHECK NO 00580755	982.61
ENCORE VENTURES LLC DBA FASTSIGNS OF SPOKANE	IF REPROGRAPHICS ACH PMT NO 80092882	2,614.91
FIRE PROTECTION SPECIALISTS LLC	PERMITS/OTHER FEES ACH PMT NO 80092949	315.00
GRAYBAR ELECTRIC COMPANY INC	REPAIRS/MAINTENANCE ACH PMT NO 80092887	832.70
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER ACH PMT NO 80092954	7,885.58
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092955	1,467.41
HEATHER HOPPE 11719 N FAIRWOOD DR	REFUNDS CHECK NO 00580757	46.91
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 28
PROCESSING OF VOUCHERS RES	SULTS IN CLAIMS AS FOLLOWS:	
PROCESSING OF VOUCHERS RES HELEN ELIADIS 2844 HAWTHORNE ST	SULTS IN CLAIMS AS FOLLOWS: REFUNDS CHECK NO 00580835	32.65
HELEN ELIADIS	REFUNDS	32.65 17.95
HELEN ELIADIS 2844 HAWTHORNE ST HOMERIVER GROUP	REFUNDS CHECK NO 00580835 REFUNDS	
HELEN ELIADIS 2844 HAWTHORNE ST HOMERIVER GROUP 910 N WASHINGTON ST KEVIN MCCARDELL	REFUNDS CHECK NO 00580835 REFUNDS CHECK NO 00580836 REFUNDS	17.95
HELEN ELIADIS 2844 HAWTHORNE ST HOMERIVER GROUP 910 N WASHINGTON ST KEVIN MCCARDELL 9807 N HILLSDALE CT	REFUNDS CHECK NO 00580835 REFUNDS CHECK NO 00580836 REFUNDS CHECK NO 00580760 INVENTORY PURCHASES FOR WATER	17.95 1,206.46
HELEN ELIADIS 2844 HAWTHORNE ST HOMERIVER GROUP 910 N WASHINGTON ST KEVIN MCCARDELL 9807 N HILLSDALE CT OLYMPIC FOUNDRY INC PRS HOLDINGS LLC	REFUNDS CHECK NO 00580835 REFUNDS CHECK NO 00580836 REFUNDS CHECK NO 00580760 INVENTORY PURCHASES FOR WATER ACH PMT NO 80092958 REFUNDS	17.95 1,206.46 866.56
HELEN ELIADIS 2844 HAWTHORNE ST HOMERIVER GROUP 910 N WASHINGTON ST KEVIN MCCARDELL 9807 N HILLSDALE CT OLYMPIC FOUNDRY INC PRS HOLDINGS LLC PO BOX 1254 PYROTEK INC	REFUNDS CHECK NO 00580835 REFUNDS CHECK NO 00580836 REFUNDS CHECK NO 00580760 INVENTORY PURCHASES FOR WATER ACH PMT NO 80092958 REFUNDS CHECK NO 00580756 REFUNDS	17.95 1,206.46 866.56 709.39
HELEN ELIADIS 2844 HAWTHORNE ST HOMERIVER GROUP 910 N WASHINGTON ST KEVIN MCCARDELL 9807 N HILLSDALE CT OLYMPIC FOUNDRY INC PRS HOLDINGS LLC PO BOX 1254 PYROTEK INC PO BOX 203024	REFUNDS CHECK NO 00580835 REFUNDS CHECK NO 00580836 REFUNDS CHECK NO 00580760 INVENTORY PURCHASES FOR WATER ACH PMT NO 80092958 REFUNDS CHECK NO 00580756 REFUNDS CHECK NO 00580751 PERMITS/OTHER FEES CHECK NO 00580774	17.95 1,206.46 866.56 709.39 87.00
HELEN ELIADIS 2844 HAWTHORNE ST HOMERIVER GROUP 910 N WASHINGTON ST KEVIN MCCARDELL 9807 N HILLSDALE CT OLYMPIC FOUNDRY INC PRS HOLDINGS LLC PO BOX 1254 PYROTEK INC PO BOX 203024 RYAN CLEVELAND	REFUNDS CHECK NO 00580835 REFUNDS CHECK NO 00580836 REFUNDS CHECK NO 00580760 INVENTORY PURCHASES FOR WATER ACH PMT NO 80092958 REFUNDS CHECK NO 00580756 REFUNDS CHECK NO 00580751 PERMITS/OTHER FEES CHECK NO 00580774 DEPOSIT - U-HELP CHECK NO 00580769	17.95 1,206.46 866.56 709.39 87.00 151.00
HELEN ELIADIS 2844 HAWTHORNE ST HOMERIVER GROUP 910 N WASHINGTON ST KEVIN MCCARDELL 9807 N HILLSDALE CT OLYMPIC FOUNDRY INC PRS HOLDINGS LLC PO BOX 1254 PYROTEK INC PO BOX 203024 RYAN CLEVELAND SPOKANE CITY TREASURER	REFUNDS CHECK NO 00580835 REFUNDS CHECK NO 00580836 REFUNDS CHECK NO 00580760 INVENTORY PURCHASES FOR WATER ACH PMT NO 80092958 REFUNDS CHECK NO 00580756 REFUNDS CHECK NO 00580751 PERMITS/OTHER FEES CHECK NO 00580774 DEPOSIT - U-HELP CHECK NO 00580769 OTHER MISC CHARGES CHECK NO 00580769 REFUNDS	17.95 1,206.46 866.56 709.39 87.00 151.00 113.00

US BANK OR CITY TREASURER EMP BENEFITS (CITY)		34,373.56
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO 80093004	835.49
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093004	832.34
US BANK P CARD PAYMENTS	INVENTORY PURCHASES FOR WATER ACH PMT NO 80093004	3,576.52
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO 80093004	2,039.02
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO 80093004	2,893.49
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO 80093004	1,039.13
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO 80093004	1,574.66
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO 80093004	250.00
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 29
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO 80093004	5,404.42
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093004	27,629.53
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO 80093004	241.50
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO 80093106	42,024.19
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	52.50
WA STATE DEPT OF REVENUE	REGISTRATION/SCHOOLING -	243.62
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	20.57
WCP SOLUTIONS	IF REPROGRAPHICS ACH PMT NO 80093110	2,605.89
WESTERN STATES EQUIPMENT CO	MACHINERY/EQUIPMENT ACH PMT NO 80092971	63,056.20
TOTAL FOR 4100 -	WATER DIVISION	305,330.84

4250 - INTEGRATED CAPITAL MANAGEMENT

CHRISTOPHER DREWEL	REFUNDS	
7809 S WEST TERRACE DR	CHECK NO 00580754	4.17
DANIA WINGAID		
DANIA KINCAID	REFUNDS	

1803 E SHARP AVE	CHECK NO 00580758	31.27
GEO ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80092885	4,193.41
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80093047	270,315.16
	REFUNDS CHECK NO 00580835	27.80
KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80093055	10,079.94
LARIVIERE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80093056	88,513.53
	SOFTWARE (NONCAPITALIZED) CHECK NO 00580776	2,781.52
	REFUNDS CHECK NO 00580752	23.97
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 30
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
US BANK OR CITY TREASURER EMP BENEFITS (CITY)		3,356.28
US BANK P CARD PAYMENTS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80093004	32.66
	RETIREMENT ACH PMT NO 80093106	4,422.54
WESTCOTT CONSULTING GROUP LLC	CONTRACTUAL SERVICES ACH PMT NO 80092921	1,800.00
total for 4250 -	INTEGRATED CAPITAL MANAGEMENT	385,582.25
300 - SEWER FUND		
CHRISTOPHER DREWEL 7809 S WEST TERRACE DR	 REFUNDS CHECK NO 00580754	5.06
DANIA KINCAID 1803 E SHARP AVE	REFUNDS CHECK NO 00580758	37.99
HELEN ELIADIS 2844 HAWTHORNE ST	REFUNDS CHECK NO 00580835	15.70
TAYLOR RIDENOUR 831 S LINCOLN ST APT 204	REFUNDS CHECK NO 00580752	29.13
TOTAL FOR 4300 -	SEWER FUND	87.88
310 - SEWER MAINTENANCE DIVISION		
ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092933	136.16

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO 80092938	1,652.56

AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO 80092938	112.52
CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO 80092944	998.46
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO 80092945	1,245.41
FASTENAL CO	MISC REPAIRS/MAINTENANCE ACH PMT NO 80092948	26.79
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES		195.00
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO 80092908	817.27
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 31
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
SPOKANE CITY TREASURER	OTHER MISC CHARGES CHECK NO 00580769	1,015.79
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	8,370.54
US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80093004	584.79
US BANK P CARD PAYMENTS	IF FACILITY MAINTENANCE ACH PMT NO 80093004	23.21
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO 80093004	2,458.53
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO 80093004	537.24
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO 80093004	5,052.76
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO 80093004	4.50
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO 80093004	99.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093004	3,756.49
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO 80093004	2,672.29
US BANK P CARD PAYMENTS	SMART PHONES, IPAD, TABLETS ACH PMT NO 80093004	251.89
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO 80093106	10,939.38
VERIZON WIRELESS	CELL PHONE ACH PMT NO 80092969	2,496.11
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	146.74

WSF LLC dba WESTERN SYSTEMS &	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092972	624.65
TOTAL FOR 4310 -	- SEWER MAINTENANCE DIVISION	44,218.08
4320 - RIVERSIDE PARK RECLAMATION	I FAC	
CENTURYLINK	TELEPHONE CHECK NO 00580773	5,862.83
	OFFICE SUPPLIES ACH PMT NO 80093023	985.75
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 32
PROCESSING OF VOUCHERS RES	SULTS IN CLAIMS AS FOLLOWS:	
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS		170.00
SHI CORP	PROFESSIONAL SERVICES ACH PMT NO 80092908	8,502.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)		26,043.22
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093004	381.80
US BANK P CARD PAYMENTS	MINOR SAFETY EQUIPMENT ACH PMT NO 80093004	504.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO 80093004	575.26
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO 80093004	31,710.48
	REGISTRATION/SCHOOLING ACH PMT NO 80093004	495.00
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO 80093004	880.63
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO 80093004	49.88
	RETIREMENT ACH PMT NO 80093106	33,558.30
VERIZON WIRELESS	TELEPHONE ACH PMT NO 80092969	908.82
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	17.91
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	383.43
TOTAL FOR 4320 -	- RIVERSIDE PARK RECLAMATION FAC	111,029.31

4330 - STORMWATER

	ACH PMT NO 80092938	1,945.34
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO 80092938	31.74
CENTURYLINK	TELEPHONE CHECK NO 00580773	1,820.33
CUSTOM SPRAY SERVICE INC	CONTRACTUAL SERVICES ACH PMT NO 80092980	8,488.91
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 33
PROCESSING OF VOUCHERS RE	SULTS IN CLAIMS AS FOLLOWS:	
LSB CONSULTING ENGINEERS PLLC	CONTRACTUAL SERVICES ACH PMT NO 80092895	9,840.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)		4,352.38
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO 80093004	125.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093004	1,059.51
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO 80093106	5,705.06
VERIZON WIRELESS	CELL PHONE ACH PMT NO 80092969	332.98
VERIZON WIRELESS	TELEPHONE ACH PMT NO 80092969	323.08
TOTAL FOR 4330	- STORMWATER	34,024.33
4360 - ENVIRONMENTAL PROGRAMS		
US BANK OR CITY TREASURER EMP BENEFITS (CITY)		248.35
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO 80093106	324.64
TOTAL FOR 4360	- ENVIRONMENTAL PROGRAMS	572.99
4480 - SOLID WASTE FUND		
CHRISTOPHER DREWEL 7809 S WEST TERRACE DR	REFUNDS	2.49
DANIA KINCAID 1803 E SHARP AVE	REFUNDS CHECK NO 00580758	33.73
TAYLOR RIDENOUR 831 S LINCOLN ST APT 204	REFUNDS CHECK NO 00580752	39.50
UPWARD CREATIONS LLC 1210 N LOCUST RD	REFUNDS CHECK NO 00580762	174.19
WORLD RELIEF SPOKANE 1522 N WASHINGTON ST STE 200		222.01

TOTAL FOR 4480 - SOLID WASTE FUND

471.92

4490 - SOLID WASTE DISPOSAL

HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 34
PROCESSING OF VOUCHERS RES	SULTS IN CLAIMS AS FOLLOWS:	
AIRGAS SPECIALTY PRODUCTS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO 80092975	8,346.13
BEARING DISTRIBUTORS INC dba BROWN BEARING	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092976	1,761.87
CASCADE AUTOMATION INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093017	2,605.10
COPIERS NORTHWEST INC	CONTRACTUAL SERVICES ACH PMT NO 80092979	304.40
CORINNA REN DBA THE PNW DREAM	CONTRACTUAL SERVICES ACH PMT NO 80093026	4,200.00
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO 80092875	1,111.39
DELL MARKETING LP %DELL USA LP	OPERATING SUPPLIES ACH PMT NO 80092875	30.05
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO 00580775	35.00
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO 80092981	1,237.01
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO 80092982	460.75
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO 80092982	1,028.21
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092982	564.26
FASTENAL CO	SAFETY SUPPLIES ACH PMT NO 80092982	55.72
FIRE SYSTEMS WEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093040	566.28
HYDRAULICS PLUS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80092988	3,213.45
INFORMATION SYSTEMS INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO 80093050	3,950.00
KENWORTH SALES COMPANY	OPERATING RENTALS/LEASES ACH PMT NO 80092990	770.11
NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO 80092994	2,928.87
NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES ACH PMT NO 80092996	6,041.22

NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES		280.00
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 35
PROCESSING OF VOUCHERS RES	SULTS IN CLAIMS AS FOLLOWS:	
OIL RE-REFINING CO INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO 80093068	794.00
PARAMOUNT SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES CHECK NO 00580817	1,545.73
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO 80092999	13,714.48
SPECIALTY MACHINING & MFG CO	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093002	1,900.00
SPRING ENVIRONMENTAL INC	REGISTRATION/SCHOOLING ACH PMT NO 80093090	525.00
TESTAMERICA LABORATORIES INC DBA EUROFINS TESTAMERICA	CONTRACTUAL SERVICES CHECK NO 00580827	2,673.80
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	20,090.63
US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80093004	471.73
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO 80093004	389.01
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093004	2,396.84
US BANK P CARD PAYMENTS	HAZARDOUS WASTE DISPOSAL ACH PMT NO 80093004	427.50
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO 80093004	759.01
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO 80093004	961.53
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO 80093004	2,385.47
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO 80093004	445.00
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO 80093004	1,428.45
US BANK P CARD PAYMENTS	POSTAGE Ach pmt no. – 80093004	119.29
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO 80093004	940.68
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO 80093004	250.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093004	16,291.04

HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 36
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO 80093004	684.48
	RETIREMENT ACH PMT NO 80093106	25,304.62
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	140.09
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	479.24
WASHINGTON EQUIMENT MFG CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093005	797.70
TOTAL FOR 4490 -	SOLID WASTE DISPOSAL	135,405.14
4500 - SOLID WASTE COLLECTION		
C & C YARD CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO 80093016	631.62
CASCADE ENGINEERING INC	MINOR EQUIPMENT CHECK NO 00580814	230,931.79
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80092807	7,675.19
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO 80092872	864.63
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO 00580775	170.00
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO 80093041	228.91
	OPERATING SUPPLIES ACH PMT NO 80092883	72.42
	OPERATING SUPPLIES ACH PMT NO 80093048	5,258.90
SPOKANE CITY TREASURER	OTHER MISC CHARGES CHECK NO 00580769	1,015.79
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	20,271.20
US BANK P CARD PAYMENTS	BACKGROUND CHECKS ACH PMT NO 80093004	12.50
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO 80093004	52.20
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO 80093004	83.49
HONORABLE MAYOR		08/02/21 PAGE 37

AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

	HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 38
US BA	NK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO 80093004	618.77
US BA	NK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE ACH PMT NO 80093004	3,995.52
US BA	NK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO 80093004	7,147.53
US BA	NK P CARD PAYMENTS	MISC REPAIRS/MAINTENANCE ACH PMT NO 80093004	1,056.32
US BA	NK P CARD PAYMENTS	GENERAL REPAIRS/MAINT ACH PMT NO 80093004	1,218.53
US BA EMP F	NK OR CITY TREASURER BENEFITS (CITY)		5,118.45
4600 -	GOLF FUND		
	total for 4530 -	SOLID WASTE LANDFILLS	13,976.36
	NK TRUST NA TY OF SPOKANE	RETIREMENT ACH PMT NO 80093106	229.04
US BA	NK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO 80093004	569.00
	NK OR CITY TREASURER BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	171.82
JACOE	S/CH2M HILL	CONTRACTUAL SERVICES ACH PMT NO 80092977	5 , 558.50
JACOE	S ENGINEERING GROUP INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80092989	7,343.00
COMCA	ST	IT/DATA SERVICES ACH PMT NO 80092868	105.00
	SOLID WASTE LANDFILLS		
	total for 4500 -	- SOLID WASTE COLLECTION	294,938.55
		RETIREMENT ACH PMT NO 80093106	26,302.07
US BA		SAFETY SUPPLIES ACH PMT NO 80093004	460.94
US BA	NK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO 80093004	693.46
US BA	NK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO 80093004	213.44

US BANK P CARD PAYMENTS	SMALL TOOLS	
	ACH PMT NO 80093004	84.40

	RETIREMENT ACH PMT NO 80093106	3,134.95
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	97.66
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINTENANCE	78.27
TOTAL FOR 4600 -	- GOLF FUND	22,550.40
4700 - DEVELOPMENT SVCS CENTER		
DAVENPORT HOTEL WALTER WORTHY	PERMIT REFUNDS PAYABLE CHECK NO 00580832	270.00
DELL MARKETING LP %DELL USA LP	OFFICE SUPPLIES ACH PMT NO 80092875	98.01
MAINSTREAM ELECTRIC TODD DAMSCHEN	PERMIT REFUNDS PAYABLE CHECK NO 00580759	15.00
MAINSTREAM ELECTRIC INC PO BOX 3436	PERMIT REFUNDS PAYABLE CHECK NO 00580750	55.00
MCKINSTRY CO LLC 850 E SPOKANE FALLS BLVD #100	PERMIT REFUNDS PAYABLE CHECK NO 00580833	22.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES		137.21
SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE		104.50
STEVEN BAFUS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO 80093114	45.00
TRUEPOINT SOLUTIONS LLC	PROFESSIONAL SERVICES ACH PMT NO 80092916	3,000.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	13,520.69
US BANK P CARD PAYMENTS	BANK FEES ACH PMT NO 80093004	195.95
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO 80093004	833.36
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO 80093004	1,080.95
	RETIREMENT ACH PMT NO 80093106	17,572.54
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 39
PROCESSING OF VOUCHERS RES	SULTS IN CLAIMS AS FOLLOWS:	
VPC ELECTRIC 6875 W WOODARD WAY UNIT A	PERMIT REFUNDS PAYABLE CHECK NO 00580763	45.00
TOTAL FOR 4700 -	- DEVELOPMENT SVCS CENTER	36,995.21

ADVANCE AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00580719	394.85
ASPEN AERIALS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093013	204.38
ASSETWORKS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80092800	753.48
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO 80093014	37.01
A-STAR DISTRIBUTING	VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00580821	78.41
	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80092803	5,153.42
BEARING DISTRIBUTORS INC dba BROWN BEARING	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80092804	223.51
BRAD L WHITE dba SUPERIOR FLUID POWER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093095	6,276.28
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE		5,643.64
BUCK'S TIRE & AUTOMOTIVE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80092805	109.00
CHEMSEARCH FE DIVISION A DIVISION OF NCH CORPORATION		424.59
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80093021	1,824.30
CINTAS CORPORATION NO 3 LOC 606	SAFETY SUPPLIES ACH PMT NO 80093021	568.36
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO 80093022	64,542.30
COMPUNET INC LB 410802	MINOR EQUIPMENT ACH PMT NO 80093023	389.73
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80092811	350.85
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093028	13,374.29
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 40
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
ELJAY OIL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093036	3,131.95
ENVIRO-CLEAN EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093037	192.73
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING		376.05
FABTEC INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00580722	3,790.89

FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO 80093041	228.91	
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093045	573.25	
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093045	3,890.94	
GRAINGER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80092821	44.14	
	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80092813	295.99	
	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093035	9,726.60	
HASKINS STEEL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80092824	126.13	
	VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00580723	1,526.87	
INDUSTRIAL BOLT & SUPPLY INC/ IBS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80092826	123.99	
INLAND PACIFIC HOSE & FITTINGS INC	MINOR EQUIPMENT ACH PMT NO 80092828	52.22	
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80092828	216.31	
KENWORTH SALES COMPANY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093054	1,411.08	
	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093054	926.53	
LITHIA DOWNTOWN BODY & PAINT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80092831	512.04	
LITHIA OF SPOKANE INC LITHIA MOTORS SUPPORT SERVICES	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093057	583.16	
MCCOLLUM FORD SALES INC GUS JOHNSON FORD	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80092823	128.50	
HONORABLE MAYOR		08/02/21	
AND COUNCIL MEMBERS		PAGE 41	
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:			
MCGUIRE BEARING CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80092833	51.94	
MCNEILUS TRUCK & MFG CO/DIV OF MCNEILUS FINANCIAL INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093060	901.19	
MOTION AUTO SUPPLY PARTS WHOLESALERS INC		3,431.71	
	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80092837	430.70	
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO 80093063	4,235.10	

NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093063	2,024.96
NORLIFT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093066	296.38
NORTH DIVISION MUFFLER CLINIC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093067	626.62
NORTHWEST RADIATOR	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO 00580837	277.96
NORTHWEST RADIATOR	VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00580837	1,685.14
	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80092997	391.81
OCHOCO MANUFACTURING CORP	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80092899	1,291.30
OXARC INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093069	501.95
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00580838	670.63
PACWEST MACHINERY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093071	8,236.19
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093071	3,894.96
PAPE MACHINERY INC	OPERATING RENTALS/LEASES ACH PMT NO 80092843	6,763.45
PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80092843	1,194.20-
POWERCOM.INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80092902	696.76
REBUILDING & HARDFACING INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00580727	9,450.30
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 42
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
SHAMROCK AUTOMOTIVE DBA ZIEBART OF SPOKANE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80092857	747.54
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00580840	4,030.65
SIX STATES DISTRIBUTORS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80092846	210.72
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80092847	6,024.48
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093081	27,409.57
SPECIAL ASPHALT PRODUCTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093084	2,156.22
SPOKANE HOUSE OF HOSE INC	MINOR EQUIPMENT	

	ACH PMT NO 80092848	153.35
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093088	890.66
SUPERIOR SIGNALS INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00580844	2,566.14
THERMO KING NORTHWEST	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093100	1,146.57
TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093102	2,118.14
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093003	11,831.76
TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093103	4,781.51
ULRICK'S AUTOMATIC TRANSMISSION SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO 00580734	2,977.08
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	7,552.46
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093004	2,248.27
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH FMT NO 80093004	435.63
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO 80093004	723.93
US BANK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE ACH PMT NO 80093004	21.78
US BANK P CARD PAYMENTS US BANK P CARD PAYMENTS	ACH PMT NO 80093004	21.78 962.25
	ACH PMT NO 80093004 PERMITS/OTHER FEES	
US BANK P CARD PAYMENTS HONORABLE MAYOR AND COUNCIL MEMBERS	ACH PMT NO 80093004 PERMITS/OTHER FEES	962.25
US BANK P CARD PAYMENTS HONORABLE MAYOR AND COUNCIL MEMBERS	ACH PMT NO 80093004 PERMITS/OTHER FEES ACH PMT NO 80093004 ULTS IN CLAIMS AS FOLLOWS:	962.25
US BANK P CARD PAYMENTS HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES US BANK P CARD PAYMENTS	ACH PMT NO 80093004 PERMITS/OTHER FEES ACH PMT NO 80093004 ULTS IN CLAIMS AS FOLLOWS: PROFESSIONAL SERVICES	962.25 08/02/21 PAGE 43
US BANK P CARD PAYMENTS HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES US BANK P CARD PAYMENTS	ACH PMT NO 80093004 PERMITS/OTHER FEES ACH PMT NO 80093004 ULTS IN CLAIMS AS FOLLOWS: PROFESSIONAL SERVICES ACH PMT NO 80093004 RENTAL/LEASE-VEHICLE/EQUIPMENT ACH PMT NO 80093004	962.25 08/02/21 PAGE 43 352.77
US BANK P CARD PAYMENTS HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES US BANK P CARD PAYMENTS US BANK P CARD PAYMENTS US BANK P CARD PAYMENTS US BANK TRUST NA	ACH PMT NO 80093004 PERMITS/OTHER FEES ACH PMT NO 80093004 ULTS IN CLAIMS AS FOLLOWS: PROFESSIONAL SERVICES ACH PMT NO 80093004 RENTAL/LEASE-VEHICLE/EQUIPMENT ACH PMT NO 80093004 VEHICLE REPAIR & MAINT SUPPLY	962.25 08/02/21 PAGE 43 352.77 7,283.77
US BANK P CARD PAYMENTS HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES US BANK P CARD PAYMENTS US BANK P CARD PAYMENTS US BANK P CARD PAYMENTS US BANK TRUST NA OR CITY OF SPOKANE	ACH PMT NO 80093004 PERMITS/OTHER FEES ACH PMT NO 80093004 ULTS IN CLAIMS AS FOLLOWS: PROFESSIONAL SERVICES ACH PMT NO 80093004 RENTAL/LEASE-VEHICLE/EQUIPMENT ACH PMT NO 80093004 VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093004 RETIREMENT	962.25 08/02/21 PAGE 43 352.77 7,283.77 9,008.42
US BANK P CARD PAYMENTS HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES US BANK P CARD PAYMENTS US BANK P CARD PAYMENTS US BANK P CARD PAYMENTS US BANK TRUST NA OR CITY OF SPOKANE	ACH PMT NO 80093004 PERMITS/OTHER FEES ACH PMT NO 80093004 ULTS IN CLAIMS AS FOLLOWS: PROFESSIONAL SERVICES ACH PMT NO 80093004 RENTAL/LEASE-VEHICLE/EQUIPMENT ACH PMT NO 80093004 VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093106 VEHICLE REPAIR & MAINT SUPPLY - VEHICLE REPAIR & MAINT SUPPLY	962.25 08/02/21 PAGE 43 352.77 7,283.77 9,008.42 9,909.47
US BANK P CARD PAYMENTS HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES US BANK P CARD PAYMENTS US BANK P CARD PAYMENTS US BANK P CARD PAYMENTS US BANK P CARD PAYMENTS US BANK TRUST NA OR CITY OF SPOKANE WA STATE DEPT OF REVENUE WASHINGTON AUTO CARRIAGE FABRICATION & TRUCK EQUIP INC WATERCO OF THE PACIFIC NORTH	ACH PMT NO 80093004 PERMITS/OTHER FEES ACH PMT NO 80093004 ULTS IN CLAIMS AS FOLLOWS: PROFESSIONAL SERVICES ACH PMT NO 80093004 RENTAL/LEASE-VEHICLE/EQUIPMENT ACH PMT NO 80093004 VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093106 VEHICLE REPAIR & MAINT SUPPLY - VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80092852	962.25 08/02/21 PAGE 43 352.77 7,283.77 9,008.42 9,909.47 1,017.93

ARAMARK UNIFORM SERVICES		3 05
TOTAL FOR 5200 -	PUBLIC WORKS AND UTILITIES	
	RETIREMENT ACH PMT NO 80093106	4,647.62
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO 80093004	132.52
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO 80093004	270.37
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	3,521.62
TAYLOR RIDENOUR 831 S LINCOLN ST APT 204	REFUNDS CHECK NO 00580752	3.00
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 44
HELEN ELIADIS 2844 HAWTHORNE ST	REFUNDS CHECK NO 00580835	10.00
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO 80092877	220.00
DELL MARKETING LP %DELL USA LP	OPERATING SUPPLIES ACH PMT NO 80092875	331.05
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO 80092872	180.94
CHRISTOPHER DREWEL	REFUNDS CHECK NO 00580754	1.50
200 - PUBLIC WORKS AND UTILITIES		
total for 5100 -	FLEET SERVICES FUND	330,415.13
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE		22,186.93
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE		5,582.98
WESTERN STATES EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093112	3,382.88
WESTERN STATES EQUIPMENT CO	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093112	6,190.93
WESTERN REFUSE & RECYCLING EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80092854	277.11

AUS WEST LOCKBOX ACH PMT NO. - 80092862 3.05 COMCAST IT/DATA SERVICES ACH PMT NO. - 80092868 684.39

COMPUNET INC LB 410802	ADVISORY TECHNICAL SERVICE ACH PMT NO 80092869	3,100.00
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO 80092877	27.00
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO 80093041	2,496.38
GRAVITON CONSULTING SERVICES	ADVISORY TECHNICAL SERVICE CHECK NO 00580744	300.00
PICTOMETRY INTERNATIONAL CORP	SOFTWARE MAINTENANCE ACH PMT NO 80092901	2,398.00
PITNEY BOWES	OPERATING SUPPLIES CHECK NO 00580768	1,381.74
POWERCOM.INC	ADVISORY TECHNICAL SERVICE ACH PMT NO 80092902	1,086.28
SECUREAUTH CORPORATION	SOFTWARE MAINTENANCE ACH PMT NO 80092907	2,125.00
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO 80092908	70.60
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	13,324.43
US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO 80093004	753.77
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 45
AND COUNCIL MEMBERS	SULTS IN CLAIMS AS FOLLOWS:	
AND COUNCIL MEMBERS		
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES	MINOR EQUIPMENT ACH PMT NO 80093004	PAGE 45
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO 80093004 OPERATING SUPPLIES	PAGE 45 1,974.15
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES US BANK P CARD PAYMENTS US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO 80093004 OPERATING SUPPLIES ACH PMT NO 80093004 PREPAID POSTAGE	PAGE 45 1,974.15 1,632.98
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES US BANK P CARD PAYMENTS US BANK P CARD PAYMENTS US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO 80093004 OPERATING SUPPLIES ACH PMT NO 80093004 PREPAID POSTAGE ACH PMT NO 80093004 PUBLICATIONS	PAGE 45 1,974.15 1,632.98 77.88
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES US BANK P CARD PAYMENTS US BANK P CARD PAYMENTS US BANK P CARD PAYMENTS US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO 80093004 OPERATING SUPPLIES ACH PMT NO 80093004 PREPAID POSTAGE ACH PMT NO 80093004 PUBLICATIONS ACH PMT NO 80093004 SOFTWARE (NONCAPITALIZED)	PAGE 45 1,974.15 1,632.98 77.88 69.00
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES US BANK P CARD PAYMENTS US BANK TRUST NA	MINOR EQUIPMENT ACH PMT NO 80093004 OPERATING SUPPLIES ACH PMT NO 80093004 PREPAID POSTAGE ACH PMT NO 80093004 PUBLICATIONS ACH PMT NO 80093004 SOFTWARE (NONCAPITALIZED) ACH PMT NO 80093004 RETIREMENT ACH PMT NO 80093106	PAGE 45 1,974.15 1,632.98 77.88 69.00 858.13
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES US BANK P CARD PAYMENTS US BANK TRUST NA OR CITY OF SPOKANE	MINOR EQUIPMENT ACH PMT NO 80093004 OPERATING SUPPLIES ACH PMT NO 80093004 PREPAID POSTAGE ACH PMT NO 80093004 PUBLICATIONS ACH PMT NO 80093004 SOFTWARE (NONCAPITALIZED) ACH PMT NO 80093004 RETIREMENT ACH PMT NO 80093106 OPERATING SUPPLIES	PAGE 45 1,974.15 1,632.98 77.88 69.00 858.13 16,301.62
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES US BANK P CARD PAYMENTS US BANK TRUST NA OR CITY OF SPOKANE WA STATE DEPT OF REVENUE	MINOR EQUIPMENT ACH PMT NO 80093004 OPERATING SUPPLIES ACH PMT NO 80093004 PREPAID POSTAGE ACH PMT NO 80093004 PUBLICATIONS ACH PMT NO 80093004 SOFTWARE (NONCAPITALIZED) ACH PMT NO 80093004 RETIREMENT ACH PMT NO 80093106 OPERATING SUPPLIES	PAGE 45 1,974.15 1,632.98 77.88 69.00 858.13 16,301.62 30.33

LB 410802	ACH PMT NO 80093023	31,393.69
	COMPUTERS ACH PMT NO 80092875	19,442.80
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO 80093004	7,619.14
total for 5310 -	IT CAPITAL REPLACEMENT FUND	58,455.63
5400 - REPROGRAPHICS FUND		
ARAMARK UNIFORM SERVICES		64.06
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO 80092872	1,001.33
	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80092926	395.31
MARK ANDY INC DBA MARK ANDY PRINT PRODUCTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80092896	1,537.72
MARK ANDY INC DBA MARK ANDY PRINT PRODUCTS	OPERATING SUPPLIES ACH PMT NO 80092896	2,837.98
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 46
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	696.58
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO 80093004	211.55
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO 80093106	910.56
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	13.35
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO 80093110	359.93
WCP SOLUTIONS	PRINTING/BINDING/REPRO ACH PMT NO 80093110	79.48
TOTAL FOR 5400 -	REPROGRAPHICS FUND	8,107.85
5500 - PURCHASING & STORES FUND		
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	1,672.70
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO 80093004	297.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO 80093106	2,209.45
VERIZON WIRELESS	CELL PHONE ACH PMT NO 80092918	114.38

5600 - ACCOUNTING SERVICES

%DELL USA LP	OFFICE SUPPLIES ACH PMT NO 80092875	414.07
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	8,389.36
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO 80093004	65.52
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO 80093004	405.00
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO 80093004	395.00
	RETIREMENT ACH PMT NO 80093106	11,063.32
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 47
PROCESSING OF VOUCHERS R	ESULTS IN CLAIMS AS FOLLOWS:	
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	35.55
TOTAL FOR 5600	- ACCOUNTING SERVICES	20,767.82
5700 - MY SPOKANE		
5700 - MY SPOKANE JIM'S TRANSFER INC DBA DEVRIE MOVING PACKING STORAGE		1,200.00
JIM'S TRANSFER INC DBA DEVRIE	ACH PMT NO 80092878	1,200.00 1,893.57
JIM'S TRANSFER INC DBA DEVRIE MOVING PACKING STORAGE US BANK OR CITY TREASURER EMP BENEFITS (CITY)	ACH PMT NO 80092878 SOCIAL SECURITY	
JIM'S TRANSFER INC DBA DEVRIE MOVING PACKING STORAGE US BANK OR CITY TREASURER EMP BENEFITS (CITY) US BANK TRUST NA	ACH PMT NO 80092878 SOCIAL SECURITY CHECK NO 00580847 RETIREMENT ACH PMT NO 80093106	1,893.57
JIM'S TRANSFER INC DBA DEVRIE: MOVING PACKING STORAGE US BANK OR CITY TREASURER EMP BENEFITS (CITY) US BANK TRUST NA OR CITY OF SPOKANE	ACH PMT NO 80092878 SOCIAL SECURITY CHECK NO 00580847 RETIREMENT ACH PMT NO 80093106 - MY SPOKANE	1,893.57 2,486.29
JIM'S TRANSFER INC DBA DEVRIES MOVING PACKING STORAGE US BANK OR CITY TREASURER EMP BENEFITS (CITY) US BANK TRUST NA OR CITY OF SPOKANE TOTAL FOR 5700	ACH PMT NO 80092878 SOCIAL SECURITY CHECK NO 00580847 RETIREMENT ACH PMT NO 80093106 - MY SPOKANE MT SOCIAL SECURITY	1,893.57 2,486.29
JIM'S TRANSFER INC DBA DEVRIES MOVING PACKING STORAGE US BANK OR CITY TREASURER EMP BENEFITS (CITY) US BANK TRUST NA OR CITY OF SPOKANE TOTAL FOR 5700 5750 - OFFICE OF PERFORMANCE MGM US BANK OR CITY TREASURER EMP BENEFITS (CITY)	ACH PMT NO 80092878 SOCIAL SECURITY CHECK NO 00580847 RETIREMENT ACH PMT NO 80093106 - MY SPOKANE MT SOCIAL SECURITY CHECK NO 00580847 RETIREMENT	1,893.57 2,486.29 5,579.86

5800 - RISK MANAGEMENT FUND

US BANK OR CITY TREASURER	INSURANCE CLAIMS	
LIABILITY CLAIMS	ACH PMT NO 80092968	8,114.70

US BANK OR CITY TREASURER EMP BENEFITS (CITY)		166.82
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO 80093106	218.92
total for 5800 -	RISK MANAGEMENT FUND	8,500.44
310 - WORKERS' COMPENSATION FUND)	
KIRKPATRICK & STARTZEL P.S.	INSURANCE CLAIMS ACH PMT NO 80092892	2,447.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	1,298.10
	RETIREMENT ACH PMT NO 80093106	1,700.72
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 48
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO 80092919	1,470.00
total for 5810 -	- WORKERS' COMPENSATION FUND	
320 - UNEMPLOYMENT COMPENSATION	FUND	
US BANK OR CITY TREASURER EMP BENEFITS (CITY)		26.30
	RETIREMENT ACH PMT NO 80093106	35.44
TOTAL FOR 5820 -		55.44
	UNEMPLOYMENT COMPENSATION FUND	61.74
330 - EMPLOYEES BENEFITS FUND	UNEMPLOYMENT COMPENSATION FUND	
330 - EMPLOYEES BENEFITS FUND ALLIANT INSURANCE SERVICES INC		
	CONTRACTUAL SERVICES ACH PMT NO 80093008	61.74
ALLIANT INSURANCE SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO 80093008 INSURANCE ADMINISTRATION ACH PMT NO 80093029	61.74 5,420.00
ALLIANT INSURANCE SERVICES INC DELTA DENTAL OF WASHINGTON	CONTRACTUAL SERVICES ACH PMT NO 80093008 INSURANCE ADMINISTRATION ACH PMT NO 80093029 INSURANCE CLAIMS	61.74 5,420.00 13,402.50
ALLIANT INSURANCE SERVICES INC DELTA DENTAL OF WASHINGTON DELTA DENTAL OF WASHINGTON	CONTRACTUAL SERVICES ACH PMT NO 80093008 INSURANCE ADMINISTRATION ACH PMT NO 80093029 INSURANCE CLAIMS ACH PMT NO 80093029 DUE FROM OTHER GOVERNMENT UNIT CHECK NO 00580746	61.74 5,420.00 13,402.50 33,740.09
ALLIANT INSURANCE SERVICES INC DELTA DENTAL OF WASHINGTON DELTA DENTAL OF WASHINGTON GARY KOEPPEN KAISER FOUNDATION HEALTH PLAN	CONTRACTUAL SERVICES ACH PMT NO 80093008 INSURANCE ADMINISTRATION ACH PMT NO 80093029 INSURANCE CLAIMS ACH PMT NO 80093029 DUE FROM OTHER GOVERNMENT UNIT CHECK NO 00580746 INSURANCE ADMINISTRATION ACH PMT NO 80093053	61.74 5,420.00 13,402.50 33,740.09 2,928.82 81,947.90
ALLIANT INSURANCE SERVICES INC DELTA DENTAL OF WASHINGTON DELTA DENTAL OF WASHINGTON GARY KOEPPEN KAISER FOUNDATION HEALTH PLAN OF WASHINGTON KAISER FOUNDATION HEALTH PLAN	CONTRACTUAL SERVICES ACH PMT NO 80093008 INSURANCE ADMINISTRATION ACH PMT NO 80093029 INSURANCE CLAIMS ACH PMT NO 80093029 DUE FROM OTHER GOVERNMENT UNIT CHECK NO 00580746 INSURANCE ADMINISTRATION ACH PMT NO 80093053 INSURANCE CLAIMS ACH PMT NO 80093053	61.74 5,420.00 13,402.50 33,740.09 2,928.82
DELTA DENTAL OF WASHINGTON DELTA DENTAL OF WASHINGTON GARY KOEPPEN KAISER FOUNDATION HEALTH PLAN OF WASHINGTON KAISER FOUNDATION HEALTH PLAN KAISER FOUNDATION HEALTH PLAN	CONTRACTUAL SERVICES ACH PMT NO 80093008 INSURANCE ADMINISTRATION ACH PMT NO 80093029 INSURANCE CLAIMS ACH PMT NO 80093029 DUE FROM OTHER GOVERNMENT UNIT CHECK NO 00580746 INSURANCE ADMINISTRATION ACH PMT NO 80093053 INSURANCE CLAIMS ACH PMT NO 80093053 INSURANCE PREMIUMS	61.74 5,420.00 13,402.50 33,740.09 2,928.82 81,947.90 133,046.08

	ACH PMT NO 80093073	52,055.40
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER		233,967.70
REHN & ASSOCIATES	DUE FROM OTHER GOVERNMENT UNIT ACH PMT NO 80092905	28.41
TERESA KRUGER	DUE FROM OTHER GOVERNMENT UNIT CHECK NO 00580747	1,637.62
TERESA KRUGER	MISC SERVICES/CHARGES CHECK NO 00580747	1,437.02
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	725.47
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 49
PROCESSING OF VOUCHERS RES	SULTS IN CLAIMS AS FOLLOWS:	
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO 80093106	969.46

TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND 582,275.	TOTAL	FOR	5830	_	EMPLOYEES	BENEFITS	FUND	582,275.4	7
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5900 - ASSET MANAGEMENT FUND OPS

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	ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80092862	33.96
	AUCA WESTERN FIRST AID & SAFETY LLC	SAFETY SUPPLIES ACH PMT NO 80093111	80.68
	CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80092871	238.22
	EMPIRE GLASS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80092880	245.03
	EMPIRE GLASS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092880	27.97
	FIVE STAR PLUMBING	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80092884	588.06
	FIVE STAR PLUMBING	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092884	263.82
		OPERATING SUPPLIES ACH PMT NO 80092883	152.08
	GRAINGER INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80092886	250.23
	HOME DEPOT USA INC THE HOME DEPOT PRO-SUPPLYWORKS	OPERATING SUPPLIES ACH PMT NO 80092890	577.57
	JOHNSON CONTROLS FIRE PROTECTION LP	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80093052	3,150.62
	JOHNSON CONTROLS FIRE PROTECTION LP	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093052	124.15
	MAINTENANCE SOLUTIONS INC	OPERATING SUPPLIES ACH PMT NO 80093059	287.13

NW MUSEUM OF ARTS & CULTURE/ DIV OF EASTERN WA STATE		1,257.80
RIVER CITY GLASS INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80092964	3,661.09
SNO VALLEY PROCESS SOLUTIONS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80092909	3,002.76
ULUPALAKUA RANCH INC C/O JERRY ABRAMS CO INC	OPERATING RENTALS/LEASES ACH PMT NO 80092917	16,421.15
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 50
PROCESSING OF VOUCHERS RES	SULTS IN CLAIMS AS FOLLOWS:	
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO 00580847	2,246.98
US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80093004	119.78
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO 80093004	2,932.44
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093004	13,398.52
US BANK TRUST NA OR CITY OF SPOKANE		2,937.22
WESTCOAST WINDOW CLEANING INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80092920	235.00
TOTAL FOR 5900 -	- ASSET MANAGEMENT FUND OPS	 52,232.26
5902 - PROPERTY ACQUISITION POLIC	E	
BULLET BIKE CORPORATION dba BULLS BIKES USA	MACHINERY/EQUIPMENT CHECK NO 00580824	46,896.43
WA STATE DEPT OF REVENUE	MACHINERY/EQUIPMENT -	117.00
TOTAL FOR 5902 -	PROPERTY ACQUISITION POLICE	47,013.43
5903 - PROPERTY ACQUISITION FIRE		
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO 80093004	691.50
TOTAL FOR 5903 -	PROPERTY ACQUISITION FIRE	691.50
6100 - RETIREMENT		
ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO 80093009	93.30
US BANK OR CITY TREASURER EMP BENEFITS (CITY)		850.50

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO 80093004	23.70
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO 80093004	9.95
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO 80093004	428.61
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 51
PROCESSING OF VOUCHERS RESU	ULTS IN CLAIMS AS FOLLOWS:	
	RETIREMENT ACH PMT NO 80093106	1,123.60
TOTAL FOR 6100 -	RETIREMENT	2,529.66
200 - FIREFIGHTERS' PENSION FUND		
ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION ACH PMT NO 80093008	1,665.00
BROOKDALE SENIOR LIVING COMMUNITIES INC	SERVICE REIMBURSEMENT CHECK NO 00580720	12,229.51
CHARLES KETURAKAT	SERVICE REIMBURSMENT CHECK NO 00580725	98.00
CLIVE D JONES	SERVICE REIMBURSMENT ACH PMT NO 80092858	317.88
CONSONUS PHARMACY SERVICES WASHINGTON LLC	SERVICE REIMBURSMENT CHECK NO 00580721	19.55
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO 80093029	1,244.22
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO 80093029	9,283.00
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO 80093073	7,645.10
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO 80092963	5,560.08
ROSAUER'S PHARMACY	SERVICE REIMBURSMENT CHECK NO 00580729	167.88
ROYAL PARK CARE CENTER, LLC	SERVICE REIMBURSEMENT CHECK NO 00580730	9,579.00
ROYAL PARK CARE CENTER, LLC	SERVICE REIMBURSMENT CHECK NO 00580730	31.00
VERNON WHEELER	SERVICE REIMBURSMENT CHECK NO 00580736	331.95
TOTAL FOR 6200 -	FIREFIGHTERS' PENSION FUND	48,172.17

6255 - LAW ENFORCEMENT RECORDS MGMT

	CHECK NO 00580848	17,151.00
WA STATE PATROL	DEPOSIT-SPD STATE REMITTANCE CHECK NO 00580849	6,124.50
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 52
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
TOTAL FOR 6255 -	- LAW ENFORCEMENT RECORDS MGMT	23,275.50
6300 - POLICE PENSION		
ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION ACH PMT NO 80093008	1,665.00
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO 80093029	1,006.56
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO 80093029	9,113.00
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO 80093073	6,184.80
	SERVICE REIMBURSEMENT ACH PMT NO 80092963	8,754.21
RICHARD JORGENSON	SERVICE REIMBURSMENT CHECK NO 00580724	85.03
ROSAUER'S PHARMACY	SERVICE REIMBURSMENT CHECK NO 00580729	168.70
SPOKANE EAR NOSE & THROAT CLINIC PS	SERVICE REIMBURSMENT CHECK NO 00580732	5,500.00
SULLIVAN PARK CARE CENTER dba PRESTIGE CARE INC	SERVICE REIMBURSEMENT CHECK NO 00580733	10,540.00
UNITED METHODIST HOMES dba ROCKWOOD SOUTH HILL		9,270.00
UNITED METHODIST HOMES dba ROCKWOOD SOUTH HILL		42.34
TOTAL FOR 6300 -	- POLICE PENSION	52,329.64
6920 - CLAIMS CLEARING FUND		
	ACCOUNTS PAYABLE CHECK NO 00580816	229.60
TOTAL FOR 6920 -	- CLAIMS CLEARING FUND	229.60
6960 - SALARY CLEARING FUND NEW		
AFLAC/AMERICAN FAMILY LIFE ASSURANCE CO OF COLUMBUS	AFLAC	30,568.01
AUTOMATED ACCOUNTS INC	AUTOMATED ACCOUNTS INC CHECK NO 00580813	1,862.38

HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 53
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO 80093032	100.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD		106,652.58
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD		2,975.63
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	ICMA ROTH IRA CHECK NO 00580830	300.00
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO 00580830	76,989.58
JUNE WALLACE	JUNE WALLACE CHECK NO 00580851	1,012.44
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO 00580839	7.00
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO 80093076	3,057.13
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO 80093076	15,978.88
SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO 80093083	79.13
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO 80093082	105.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U		430.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U		280.00
UNITED WAY	UNITED WAY ACH PMT NO 80093104	297.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO 00580847	284,119.64
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO 00580847	808,915.81
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO 00580847	111,783.88
US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO 80093106	420,233.08
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO 80093108	45.74
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER		133.73
HONORABLE MAYOR AND COUNCIL MEMBERS		08/02/21 PAGE 54

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	DEPT OF RET SYS-LEOFF 2 CHECK NO 00580852	800,167.06
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO 00580853	116.50
TOTAL FOR 6960 -	SALARY CLEARING FUND NEW	2,666,210.70

TOTAL CLAIMS

_____ 7,096,849.54

REPORT: PG3640 SYSTEM: FMSAP USER: MANAGER RUN NO: 30

DATE: 08/02/21 PAGE: 1

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS ADVANCE AUTO PARTS BROOKDALE SENIOR LIVING CONSONUS PHARMACY SERVICES FABTEC INC HI-LINE ELECTRIC CO RICHARD JORGENSON CHARLES KETURAKAT O'REILLY AUTOMOTIVE STORES I	4,780.46	1,440.00	
00580719	ADVANCE AUTO PARTS	394.85		
00580720	BROOKDALE SENIOR LIVING	12,229.51		
00580721	CONSONUS PHARMACY SERVICES	19.55		
00580722	FABTEC INC	3,790.89		
00580723	HI-LINE ELECTRIC CO	1,526.87		
00580724	RICHARD JORGENSON	85.03		
00580725	CHARLES KETURAKAT	98.00		
00580726	O'REILLY AUTOMOTIVE STORES I REBUILDING & HARDFACING INC UNITED METHODIST HOMES ROSAUER'S PHARMACY ROYAL PARK CARE CENTER, LLC SIX ROBBLEES INC SPOKANE EAR NOSE & THROAT SULLIVAN PARK CARE CENTER db	416.71		
00580727	REBUILDING & HARDFACING INC	9,450.30		
00580728	UNITED METHODIST HOMES	9,312.34		
00580729	ROSAUER'S PHARMACY	336.58		
00580730	ROYAL PARK CARE CENTER, LLC	9,610.00		
00580/31	SIX ROBBLEES INC	3,500.55		
00580732	SPOKANE EAR NOSE & THROAT	5,500.00		
00580/33	SULLIVAN PARK CARE CENTER db	10,540.00		
00580/34	SULLIVAN PARK CARE CENTER db ULRICK'S AUTOMATIC WA STATE DEPT OF REVENUE	2,977.08		
00580735	WA STATE DEPT OF REVENUE	11,564.28		
00580736	VERNON WHEELER DANIEL WAYNE BAKKEN	331.95	105 00	
00580737	CENTURY INK		125.00	
00580738	CENTURILING MACHINGMON CHARE UNIVERSITY		74.15 50.00	
00580739	WASHINGTON STATE UNIVERSITY	12 00	50.00	
00580740	AI&I MUBILIII Pound Thee Medical IIC	12.00		
00580741	DOWND IKEE MEDICAL LLC	24.27		
00580742	VERNON WHEELER DANIEL WAYNE BAKKEN CENTURYLINK WASHINGTON STATE UNIVERSITY AT&T MOBILITY BOUND TREE MEDICAL LLC DGT ENTERPRISES LLC EASTERN WASHINGTON ATTORNEY GRAVITON CONSULTING SERVICES ANDREW HAVENS GARY KOEPPEN TERESA KRUGER RANDALL LEAVER JANICE LIEBER MAINSTREAM ELECTRIC INC PYROTEK INC TAYLOR RIDENOUR ANTHONY REQUA CHRISTOPHER DREWEL EDWIN HASKELL PRS HOLDINGS LLC HEATHER HOPPE DANIA KINCAID MAINSTREAM ELECTRIC	250.00		
00580743	CRAVITON CONSULTING SERVICES	300 00		
00580745	ANDREW HAVENS	50.00		
00580746	GARY KOEPPEN	2.928.82		
00580747	TERESA KRUGER	3,074,64		
00580748	RANDALL LEAVER	299.00		
00580749	JANICE LIEBER	59.00		
00580750	MAINSTREAM ELECTRIC INC	55.00		
00580751	PYROTEK INC	87.00		
00580752	TAYLOR RIDENOUR	207.86		
00580753	ANTHONY REQUA	50.00		
00580754	CHRISTOPHER DREWEL	15.58		
00580755	EDWIN HASKELL	982.61		
00580756	PRS HOLDINGS LLC	709.39		
00580757	HEATHER HOPPE	46.91		
00580758	DANIA KINCAID	120.71		
00580759	MAINSTREAM ELECTRIC	15.00		
	KEVIN MCCARDELL	1,206.46		
00580761	DANIELLE NISHIYAMA	240.00		
	UPWARD CREATIONS LLC	174.19		
	VPC ELECTRIC	45.00		
	WORLD RELIEF SPOKANE	222.01		
	NW MUSEUM OF ARTS & CULTURE/	1,257.80		
	OCCUPATIONAL HEALTH CENTERS	63.00		
	PACIFICA LAW GROUP LLP	8,782.50		
	PITNEY BOWES	1,381.74		
	SPOKANE CITY TREASURER	3,160.37		
00580770	SPOKANE CITY TREASURER	139.00		

RUN NO: 30

CHECK # VENDOR	CITY	LIBRARY	PARKS
00580771 US TREASURY 00580772 NATIONSERVE 00580773 CENTURYLINK 00580774 RYAN CLEVELAND 00580775 DGT ENTERPRISES LLC 00580776 SPOKANE REGIONAL 00580813 AUTOMATED ACCOUNTS INC 00580814 CASCADE ENGINEERING INC 00580815 TESTAMERICA LABORATORIES INC	14,722.38		_
00580772 NATIONSERVE	2,755.17		
00580773 CENTURYLINK	7,683.16		
00580774 RYAN CLEVELAND	151.00		
00580775 DGT ENTERPRISES LLC	4,640.00		
00580776 SPOKANE REGIONAL	2,781.52		
00580813 AUTOMATED ACCOUNTS INC	1,862.38		
00580814 CASCADE ENGINEERING INC	230,931.79		
00580815 TESTAMERICA LABORATORIES INC	1,238.80		
00580816 LACEY L GIES	229.60		
00580815 TESTAMERICA LABORATORIES INC 00580816 LACEY L GIES 00580817 PARAMOUNT SUPPLY CO 00580818 CENTURYLINK	1,545.73		
00580818 CENTURYLINK			18,069.52
00580819 PATRICIA SIMPSON WARD	0 100 54		228.00
00580820 ABADAN REPROGRAPHICS	2,106.74		
00580821 A-STAR DISTRIBUTING	/8.41		
00580822 BRIAN BLANKENSTEIN	187.45		
00580823 BOUND TREE MEDICAL LLC	3,430.71		
00580825 CENTIDVI INK	40,090.43		
00580826 WATERCO OF THE PACIFIC NORTH	556 93		
00580827 TESTAMERICA LABORATORIES INC	1 435 00		
00580828 GARLAND PRINTING CO	43.60		
00580818 CENTURYLINK 00580819 PATRICIA SIMPSON WARD 00580820 ABADAN REPROGRAPHICS 00580821 A-STAR DISTRIBUTING 00580822 BRIAN BLANKENSTEIN 00580823 BOUND TREE MEDICAL LLC 00580824 BULLET BIKE CORPORATION 00580825 CENTURYLINK 00580826 WATERCO OF THE PACIFIC NORTH 00580827 TESTAMERICA LABORATORIES INC 00580828 GARLAND PRINTING CO 00580829 ICMA RETIREMENT TRUST 457 00580830 ING LIFE INSURANCE & ANNUITY 00580831 JAMAR TECHNOLOGIES INC	190,177,99		
00580830 ING LIFE INSURANCE & ANNUITY	121,094.77		
00580830 ING LIFE INSURANCE & ANNUITY 00580831 JAMAR TECHNOLOGIES INC 00580832 DAVENPORT HOTEL 00580833 MCKINSTRY CO LLC 00580834 CHRYSTAL AVELAR 00580835 HELEN ELIADIS 00580836 HOMERIVER GROUP 00580837 NORTHWEST RADIATOR 00580838 O'REILLY AUTOMOTIVE STORES I 00580839 PEOPLE QUALIFIED COMMITTEE 00580840 SIX ROBBLEES INC 00580841 CRAIG MEIDL OR JUSTIN LUNDGR 00580842 SPRINT SOLUTIONS INC 00580843 STREET DEPT IMPREST FUND 00580844 SUPERIOR SIGNALS INC 00580845 LAND VIEW INC 00580846 UNITED PARCEL SERVICE 00580847 US BANK OR CITY TREASURER 00580848 WA STATE DEPT OF LICENSING	3,372.25		
00580832 DAVENPORT HOTEL	270.00		
00580833 MCKINSTRY CO LLC	22.00		
00580834 CHRYSTAL AVELAR	17.95		
00580835 HELEN ELIADIS	86.15		
00580836 HOMERIVER GROUP	17.95		
00580837 NORTHWEST RADIATOR	1,963.10		
00580838 O'REILLY AUTOMOTIVE STORES I	253.92		
00580839 PEOPLE QUALIFIED COMMITTEE	7.00		
00580840 SIX ROBBLEES INC	530.10		
00580841 CRAIG MEIDL OR JUSTIN LUNDGR	5,780.00		
00580842 SPRINT SOLUTIONS INC	126.72		
00580843 STREET DEPT IMPREST FUND	8.8Z		
00580844 SUPERIOR SIGNALS INC	2,300.14		
00580846 UNITED DADCEL SEDVICE	2,393.00		
00580847 US BANK OR CITY TREASURER	1 600 721 01		
00580848 WA STATE DEPT OF LICENSING	17,151.00		
00580849 WA STATE PATROL	6,124.50		
00580850 WA STATE SUPPORT REGISTRY OR	133.73		
00580851 JUNE WALLACE	1,012.44		
00580852 WASHINGTON LEOFF	1,292,190.54		
00580853 WSCCCE, AFSCME, AFL-CIO	116.50		
00580854 KHQ INC			2,600.00
80092800 ASSETWORKS	753.48		
80092801 AVISTA UTILITIES		5,688.94	
80092802 BAKER & TAYLOR BOOKS		2,331.74	
80092803 BATTERY SYSTEMS INC	5,153.42		
80092804 BEARING DISTRIBUTORS INC	223.51		

REPORT: PG3640 SYSTEM: FMSAP USER: MANAGER RUN NO: 30	CITY OF SPO COUNCIL CHECK RAN		DATE: TIME: PAGE:	
CHECK # VENDOR	(CITY LIBRARY	7	PARKS
80092805 BUCK'S TIRE & AU	UTOMOTIVE	109.00		

80092806	CENGAGE LEARNING INC		827.39
80092807	CINTAS CORPORATION NO 3	8,587.75	
80092808	COMPRISE TECHNOLOGIES INC		16,000.00
80092809	CONTRACT DESIGN ASSOCIATES I		7,924.23
80092810	CONTROL SOLUTIONS NW INC		864.51
	CUMMINS NORTHWEST LLC	2,605.73	
	DELL MARKETING LP		7,079.55
	GWP HOLDINGS LLC	7,796.82	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	EBSCO INFORMATION SERVICES	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	6.53
	ELJAY OIL CO INC	1,133.06	0.00
	FULCRUM ENVIRONMENTAL	1,100.00	9,000.00
	GARCO CONSTRUCTION INC		468,792.70
	BRIDGESTONE AMERICAS INC	2,796.78	400,192.10
	WINGFOOT COMMERCIAL TIRE	3,547.87	
		•	
	GORDON TRUCK CENTERS INC DBA	2,748.10	
	GRAINGER INC	44.14	105 303 05
	GROUP 4 ARCHITECTURE, RESEARC		105,797.95
	MCCOLLUM FORD SALES INC	128.50	
	HASKINS STEEL CO INC	126.13	
	HILL INTERNATIONAL INC		71,647.62
	INDUSTRIAL BOLT & SUPPLY INC	123.99	
	INGRAM LIBRARY SERVICES LLC		41.18
80092828	INLAND PACIFIC HOSE & FITTIN	268.53	
80092829	KENWORTH SALES COMPANY	874.89	
80092830	LEONE & KEEBLE INC		687,412.01
80092831	LITHIA DOWNTOWN BODY & PAINT	512.04	
80092832	LITHIA OF SPOKANE INC	519.39	
80092833	MCGUIRE BEARING CO	51.94	
80092834	MCKINSTRY CO LLC		2,105.67
80092835	MIDWEST TAPE		220.94
80092836	MOTION AUTO SUPPLY	2,273.55	
80092837	MURL'S DRIVELINE SERVICE	430.70	
80092838	NAPA AUTO PARTS	4,922.54	
80092839	NOVUS AUTO GLASS	326.46	
80092840	OCLC INC		43,650.52
	OVERDRIVE INC		11,796.10
	PACWEST MACHINERY LLC	469.80	,
	PAPE MACHINERY INC	5,569.25	
	PROQUEST LLC	0,000.20	1,500.00
	JOHN ROGERS		30,000.00
	SIX STATES DISTRIBUTORS INC	210.72	30,000.00
	SOLID WASTE SYSTEMS INC	29,939.47	
	SPOKANE HOUSE OF HOSE INC	654.86	
	TITAN TRUCK EQUIPMENT	1,907.45	
	TRANSPORT EQUIPMENT INC	2,059.45	
		2,059.45	1 (75 1)
	VERIZON WIRELESS	11 011 10	1,675.16
	WASHINGTON AUTO CARRIAGE	11,911.19	
	WENDLE FORD NISSAN ISUZU	496.19	
	WESTERN REFUSE & RECYCLING	277.11	
	WESTERN STATES EQUIPMENT CO	3,617.61	
	WISS, JANNEY, ELSTNER ASSC I		512.50
80092857	SHAMROCK AUTOMOTIVE	747.54	

	ITY OF SPOKANE L CHECK RANGE/TOTAL		08/02/21 10:31 4
CHECK # VENDOR	CITY	LIBRARY	PARKS
80092858 CLIVE D JONES 80092859 SHAWN PARKS 80092860 ABM JANITORIAL SERVICES S 80092861 NORTHWEST INDUSTRIAL SERV 80092862 ARAMARK UNIFORM SERVICES		3,753.96	

80092863	AVISTA UTILITIES	202,134.89
	CB PACIFIC INC	6,426.00
	CERTIFIED SECURITY SYSTEMS	65.34
	CINTAS CORPORATION NO 3	449.90
	CITY SERVICE VALCON LLC	7,265.55
80092868		3,752.17
	COMPUNET INC	3,100.00
	CONTRACT DESIGN ASSOCIATES I	997.54
	CONTROL SOLUTIONS NW INC	238.22
	COPIERS NORTHWEST INC	3,055.47
	COPIERS NORTHWEST INC CORE & MAIN LP	68,835.80
	L N CURTIS & SONS	273.05
	DELL MARKETING LP	36,792.59
	DESIMONE CONSULTING LLC	3,000.00
	DEVRIES INFORMATION MANAGEME	•
	JIM'S TRANSFER INC DBA DEVRI	
	EDGE CONSTRUCTION SUPPLY	6,726.06
	EDGE CONSTRUCTION SUFFLI EMPIRE GLASS	273.00
	FASTENAL CO	1,379.49
	ENCORE VENTURES LLC	2,614.91
	GORLEY LOGISTICS LLC	231.74
	FIVE STAR PLUMBING	851.88
	GEO ENGINEERS INC	7,490.41
	GRAINGER INC	250.23
	GRAYBAR ELECTRIC COMPANY INC	
	HASKINS STEEL CO INC	562.82
	CPM DEVELOPMENT CORP DBA	99,497.25
	HOME DEPOT USA INC	577.57
	JRM ENTERPRISES INC	294.00
80092892	KIRKPATRICK & STARTZEL P.S.	2,447.50
	MATTHEW BENDER & CO INC	32.94
	LOOMIS ARMORED US INC	3,049.98
80092895	LSB CONSULTING ENGINEERS PLL	10,335.00
80092896	MARK ANDY INC	4,375.70
80092897	MARTIN LUTHER KING JR FAMILY	59,233.32
80092898	NORCO INC	211.99
80092899	OCHOCO MANUFACTURING CORP	1,291.30
80092900	OGLETREE DEAKINS NASH SMOAK	
80092901	PICTOMETRY INTERNATIONAL COR	2,398.00
	POWERCOM.INC	1,783.04
80092903	PRO MECHANICAL SERVICES INC	1,143.94
	PROFORMA	2,567.37
	REHN & ASSOCIATES	28.41
	RIVER PARK SQUARE LLC	448.50
	SECUREAUTH CORPORATION	2,125.00
	SHI CORP	9,389.87
	SNO VALLEY PROCESS SOLUTIONS	
80092910	SPOKANE COUNTY AUDITOR	104.50

	SPOKANE K RANGE/TOTAL		08/02/21 10:31 5
CHECK # VENDOR	CITY	LIBRARY	PARKS
80092911 SPOKANE INT'L AIRPORT	355.62		
80092912 SPOKANE INT'L TRANSLATION/DI	2,170.00		
80092913 COWLES PUBLISHING COMPANY	155.86		
80092914 THOMSON WEST	4,669.42		
80092915 TK ELEVATOR CORPORATION	139.16		
80092916 TRUEPOINT SOLUTIONS LLC	3,000.00		
80092917 ULUPALAKUA RANCH INC	16,421.15		
80092918 VERIZON WIRELESS	1,684.90		
80092919 WASHINGTON SELF INSURERS	1,470.00		

80092920	WESTCOAST WINDOW CLEANING IN WESTCOTT CONSULTING GROUP LL WESTERN STATES EQUIPMENT CO YWCA VINCE A COMSTOCK BRADLEY DILG ED HAIGHT SERVICE NICHOLAS ANTHONY FEDERICI THEODORE FRATER WILLIAM GRUMMONS KEVIN HAUGHTON TODD A POWELL LEE M VENNING ACTION MATERIALS AGATHOS LABORATORIES INC NORTHWEST INDUSTRIAL SERVICE ARAMARK UNIFORM SERVICES ATLAS BOILER AND EQUIPMENT C AVISTA UTILITIES CAMTEK INC CATHOLIC CHARITIES CCH INC DBA WOLTERS KLUWER CINTAS CORPORATION NO 3 CITY SERVICE VALCON LLC CONTRACT DESIGN ASSOCIATES I COPIERS NORTHWEST INC DAVID EVANS AND ASSOCIATES I JIM'S TRANSFER INC DBA DEVRI FASTENAL CO FIRE PROTECTION SPECIALISTS FIREPOWER INC FIVE STAR PLUMBING	235.00	
80092921	WESTCOTT CONSULTING GROUP LL	5,700.00	
80092922	WESTERN STATES EOUIPMENT CO	2,192.81	
80092923	YWCA	3,242.65	
80092924	VINCE A COMSTOCK	394.85	
80092925	BRADLEY DILG	156.80	
80092926	ED HAIGHT SERVICE	395 31	
80092927	NICHOLAS ANTHONY FEDERICI	3.500.00	
80092928	THEODORE FRATER	422 74	
80092929	WILLIAM GRUMMONS	299 00	
80092930	KEVIN HAUGHTON	2.001 76	
80092930	TODD & POWELL	259 17	
80092931	LEE M VENNING	453 26	
80092932	ACTION MATERIALS	361 72	
80092933	ACTION MATERIALS	5 605 65	
80092934	NORTHWERT INDUGTRIAL SERVICE	195 00	261 36
00092933	ADAMADE UNIFORM SERVICE	7 40	201.30
00092930	ARAMARK UNIFORM SERVICES	7.40	261.36 4,214.88
80092937	ATLAS BUILER AND EQUIPMENT C	2 742 16	4,214.88
80092938	AVISTA UTILITIES	3,742.10	
80092939	CAMTER INC	624.37	
80092940	CATHOLIC CHARITIES		
80092941	CCH INC DBA WOLTERS KLOWER	581.53	
80092942	CINTAS CORPORATION NO 3	1,616.70	4,158.83
80092943	CITY SERVICE VALCON LLC	340.25	4 150 00
80092944	CONTRACT DESIGN ASSOCIATES I	998.46	4,158.83
80092945	COPIERS NORTHWEST INC	1,433.33	
80092946	DAVID EVANS AND ASSOCIATES I	945.60	
80092947	JIM'S TRANSFER INC DBA DEVRI	296.00	
80092948	FASTENAL CO	26.79	
80092949	FIRE PROTECTION SPECIALISTS	315.00	
80092950	FIREPOWER INC		265.72 1,467.97
80092951	FIVE STAR PLUMBING		1,467.97
80092952	GRADOVILLE ACTIVE TRAINING L	3,750.00	
80092953	THE GUARDIANS FOUNDATION INC		
80092954	THE GUARDIANS FOUNDATION INC H D FOWLER COMPANY HASKINS STEEL CO INC INTERFAITH HOSPITALITY	7,885.58	
80092955	HASKINS STEEL CO INC	904.59	
80092956	INTERFAITH HOSPITALITY		
80092957	ELIZABETH A PIKE		681.10
80092958	OLYMPIC FOUNDRY INC	866.56	
80092959	OXARC INC		195.62
80092960	PARKEON INC		90.00
80092961	PIONEER HUMAN SERVICES		
80092962	HASKINS STEEL CO INC INTERFAITH HOSPITALITY ELIZABETH A PIKE OLYMPIC FOUNDRY INC OXARC INC PARKEON INC PIONEER HUMAN SERVICES POWERCOM.INC PREMERA BLUE CROSS OR		985.22
80092963	PREMERA BLUE CROSS OR	248,281.99	

	CITY OF SPOKANE CL CHECK RANGE/TOTAL	DATE: TIME: PAGE:	
CHECK # VENDOR	CITY	LIBRARY	PARKS
80092964 RIVER CITY GLASS INC 80092965 SPOKANE COUNTY TREASUREF 80092966 TRANSITIONS DBA TRANSITI 80092967 TRUTH MINISTRIES OF SPOR	IONAL		
80092968 US BANK OR CITY TREASURE 80092969 VERIZON WIRELESS 80092970 VOLUNTEERS OF AMERICA OF	4,060.99		
80092971 WESTERN STATES EQUIPMENT 80092972 WSF LLC 80092973 WILBUR ELLIS COMPANY	CO 63,056.20 624.65		1,144.18
80092974 YWCA 80092975 AIRGAS SPECIALTY PRODUCT 80092976 BEARING DISTRIBUTORS INC			

80092977	JACOBS/CH2M HILL	5,558.50	
	CLUB PROPHET SYSTEMS	-,	1,220.80
	COPIERS NORTHWEST INC	304.40	_,
80092980	CUSTOM SPRAY SERVICE INC	8,488.91	
80092981	ELJAY OIL CO INC	1,237.01	
	FASTENAL CO	2,108.94	
	FIRE CONTROL SPRINKLER SYSTE		976.00
80092984	WINGFOOT COMMERCIAL TIRE	2,258.59	
	CLOVERDALE RANCH INC		13,192.15
80092986	HELENA AGRI-ENTERPRISES		266.48
80092987	HILLYARD SENIOR ACTIVITY CTR		6,666.66
80092988	HYDRAULICS PLUS INC	3,213.45	
80092989	JACOBS ENGINEERING GROUP INC		
80092990	KENWORTH SALES COMPANY	770.11	
80092991	KPFF CONSULTING ENGINEERS		8,122.36
80092993	MID CITY CONCERNS INC		1,543.75
80092994	NALCO CO	2,928.87	
80092995	NORTHEAST YOUTH CENTER		11,628.17
80092996	NORTHSTAR CHEMICAL INC	6,041.22	
80092997	NOVUS AUTO GLASS	65.35	
80092998	OIL RE-REFINING CO INC	576.75	
80092999	PETE LIEN & SONS INC	13,714.48	
80093000	SINTO SENIOR CENTER		6,434.17
	SOUTHSIDE SENIOR & COMMUNITY		7,736.84
80093002	SPECIALTY MACHINING & MFG CO	1,900.00	
80093003	TOBY'S BODY & FENDER INC	11,831.76	
	US BANK P CARD PAYMENTS	62,856.49	
80093005	WASHINGTON EQUIMENT MFG CO I	797.70	
	WEST CENTRAL COMMUNITY		6,056.25
	AFLAC/AMERICAN FAMILY LIFE	30,568.01	
80093008	ALLIANT INSURANCE SERVICES I	8,750.00	
	ALLIED ENVELOPE	569.17	
80093010	ALPINE BARK BLOWING LLC		8,613.99
80093011	ALSCO DIVISION OF ALSCO INC	181.54	281.19
80093012	NORTHWEST INDUSTRIAL SERVICE		3,485.00
	ASPEN AERIALS INC	204.38	
	AVISTA UTILITIES	9,284.84	
80093015	BIG BELLY SOLAR LLC		47,877.70
	C & C YARD CARE	631.62	
80093017	CASCADE AUTOMATION INC	2,605.10	

REPORT: PG3640 SYSTEM: FMSAP USER: MANAGER RUN NO: 30	CITY OF SPOKANE COUNCIL CHECK RANGE/		DATE: 08/02/21 TIME: 10:31 PAGE: 7	
CHECK # VENDOR	CITY	LIBRAF	RY PARKS	
80093018 CATHOLIC CHARITIE	s 2,55	5.00		_
80093019 CDW GOVERNMENT IN	C 65	52.67		
80093020 CHEMSEARCH FE DIV	ISION 42	24.59		
80093021 CINTAS CORPORATIO	N NO 3 1,48	80.10		
80093022 CITY SERVICE VALC	ON LLC 64,54	2.30		
80093023 COMPUNET INC	32,70	59.17		
80093024 STEVE CONNER			21,701.96	
80093025 COPIERS NORTHWEST	INC 8,3	2.20		
80093026 CORINNA REN	4,20	0.00		
80093027 CREEK AT QUALCHAN	GOLF COURS		18,646.72	
80093028 CUMMINS NORTHWEST	LLC 11,12	.9.41		
80093029 DELTA DENTAL OF W	ASHINGTON 67,78	39.37		
80093030 DESAUTEL HEGE COM	MUNICATIONS		7,480.47	
80093031 DESIGN WORKSHOP I	NC		18,361.54	
80093032 DIGNITARY PROTECT	ION TEAM FU 10	0.00		
80093033 DISHMAN HILLS CON			140.00	
80093034 DIVINES TOWING/DI	V OF 10	03.46		

80093035	5 GWP HOLDINGS LLC	2,225.77	
80093036	5 ELJAY OIL CO INC	1,998.89	
8009303	/ ENVIRO-CLEAN EQUIPMENT INC	192.73	
80093038	B EVERGREEN STATE TOWING LLC	479.51	
80093039	GORLEY LOGISTICS LLC	57.94	14.50
80093040) FIRE SYSTEMS WEST INC	566.28	
80093041	FIREPOWER INC	3,784.80	
80093042	2 GALLS LLC	6,490.15	
80093043	BRIDGESTONE AMERICAS INC	2,846.86	
80093044	WINGFOOT COMMERCIAL TIRE	21,963.45	
80093045	GORDON TRUCK CENTERS INC DBA	1,716.09	
80093046	5 GRAINGER INC	278.18	
8009304	GWP HOLDINGS LLC ELJAY OIL CO INC ENVIRO-CLEAN EQUIPMENT INC EVERGREEN STATE TOWING LLC GORLEY LOGISTICS LLC FIRE SYSTEMS WEST INC FIREPOWER INC GALLS LLC BRIDGESTONE AMERICAS INC WINGFOOT COMMERCIAL TIRE GORDON TRUCK CENTERS INC DBA GRAINGER INC HALME CONSTRUCTION INC GRAINGER INC HALME CONSTRUCTION INC HOTSY OF SPOKANE LLC HRA VEBA TRUST INFORMATION SYSTEMS INC INLAND POWER & LIGHT CO JOHNSON CONTROLS FIRE KAISER FOUNDATION HEALTH PLA KENWORTH SALES COMPANY KPFF CONSULTING ENGINEERS LARIVIERE INC ILITHIA OF SPOKANE INC MAINTENANCE SOLUTIONS INC MCNEILUS TRUCK & MFG CO/DIV MOTION AUTO SUPPLY MR CAR WASH NAPA AUTO PARTS NELSON'S TOWING AND REPAIR/ NORCO INC NORLIFT INC NORTH DIVISION MUFFLER CLINI OLL RE-REFINING CO INC PACIFIC NW EMERGENCY EQUIPME	335,950.02	
80093048	B HOTSY OF SPOKANE LLC	5,258.90	
80093049	HRA VEBA TRUST	500.00	
80093050) INFORMATION SYSTEMS INC	3,950.00	
80093051	. INLAND POWER & LIGHT CO		104.15
80093052	2 JOHNSON CONTROLS FIRE	5,230.82	
80093053	KAISER FOUNDATION HEALTH PLA	235,962.98	
80093054	KENWORTH SALES COMPANY	1,462.72	
80093055	5 KPFF CONSULTING ENGINEERS	10,079.94	
80093050	5 LARIVIERE INC	212,636.87	
8009305	/ LITHIA OF SPOKANE INC	63.77	
80093058	B LOOMIS ARMORED US INC	578.49	
80093059	MAINTENANCE SOLUTIONS INC	287.13	
80093060) MCNEILUS TRUCK & MFG CO/DIV	901.19	
80093061	MOTION AUTO SUPPLY	1,158.16	
80093062	2 MR CAR WASH	125.10	
80093063	B NAPA AUTO PARTS	1,337.52	
80093064	NELSON'S TOWING AND REPAIR/	155.18	
80093065	5 NORCO INC	42.76	
80093066	5 NORLIFT INC	296.38	
8009306	NORTH DIVISION MUFFLER CLINI	626.62	
80093068	BOIL RE-REFINING CO INC	217.25	
80093069	OXARC INC	501.95	734.33
80093070) PACIFIC NW EMERGENCY EQUIPME	1,765.80	

REPORT: SYSTEM: USER: MA RUN NO:		OF SPOKANE IECK RANGE/TOTAL	DATE: TIME: PAGE:	
CHECK #	VENDOR	CITY	LIBRARY	PARKS
80093071	PACWEST MACHINERY LLC	11,661.35		
80093072	POINTE PEST CONTROL	114.35		
80093073	PREMERA BLUE CROSS	65,885.30		
80093074	PROJECT JOY PROVOST PROFESSIONAL			2,580.83
80093075	PROVOST PROFESSIONAL	655.59		
	REHN & ASSOCIATES	20,536.01		
80093077	SANDBAGGERS CLUB LLC			14,202.49
80093078	SHAMALAMADINGDONG LLC	787.08		
80093079	SHI CORP	70.60		
80093080	SITEONE LANDSCAPE SUPPLY LLC	118.14		
80093081	SOLID WASTE SYSTEMS INC	3,494.58		
80093082	SPOKANE POLICE K-9 MEMBERSHI SPOKANE POLICE GUILD LONG	105.00		
80093084	SPECIAL ASPHALT PRODUCTS SPOKANE COUNTY SHERIFF	2,156.22		
80093085	SPOKANE COUNTY SHERIFF	320.00		
	SPOKANE COUNTY TREASURER			
80093087	SPOKANE FIRE FIGHTERS BENEFI	20,000.00		
	SPOKANE HOUSE OF HOSE INC			4.0.0
80093089	SPRAGUE PEST CONTROL/DIV OF			128.53
80093090	SPRING ENVIRONMENTAL INC	525.00		
80093091	TC SHERRY & ASSOCIATES PS db	5,175.00		

80093092 SPOKANE SOFTBALL UMPIRE ASSO 80093093 STANLEY CONVERGENT SECURITY			8,343.92 2,593.08
80093094 STELLAR INDUSTRIAL SUPPLY IN	472.90		_,
80093095 BRAD L WHITE	6,276.28		
80093096 SPOKANE POLICE SWAT TEAM			
80093097 T & T GOLF MANAGEMENT INC			26,651.64
80093098 SPOKANE POLICE TACTICAL TEAM	280.00		
80093099 PAUL TAPIA	227.50		
80093099 PAUL TAPIA 80093100 THERMO KING NORTHWEST	1,146.57		
80093101 THOMSON WEST 80093102 TITAN TRUCK EQUIPMENT 80093103 TRANSPORT FOULPMENT INC	1,321.94		
80093102 TITAN TRUCK EQUIPMENT	210.69		
80093103 TRANSPORT EQUIPMENT INC	2,722.06		
80093104 UNITED WAY 80093105 UNIVERSAL PROTECTION SERVICE 80093106 US BANK TRUST NA	297.50		
80093105 UNIVERSAL PROTECTION SERVICE	80.63		
80093106 US BANK TRUST NA	840,466.16		
80093107 VERIZON WIRELESS 80093108 WA ST COUNCIL OF CITY & COUN	30,060.76		
80093108 WA ST COUNCIL OF CITY & COUN	45.74		
80093109 WENDLE FORD NISSAN ISUZU	397.39		
80093110 WCP SOLUTIONS	3,443.19		
80093111 AUCA WESTERN FIRST AID &	80.68		
80093110 WCP SOLUTIONS 80093111 AUCA WESTERN FIRST AID & 80093112 WESTERN STATES EQUIPMENT CO	5,956.20		
80093113 WILLIAMS TOWING & RECOVERY L	310.38		
80093114 STEVEN BAFUS	45.00		
	7,096,849.54	1,480,318.35	280,148.07
	CITYWIDE	TOTAL:	9,060,431.73

SPOKANE Agenda Sheet	for City Council Meeting o	f: Date Rec'd	8/11/2021
08/16/2021		Clerk's File #	CPR 2021-0002
		Renews #	
Submitting Dept	ACCOUNTING	Cross Ref #	
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: 8/6/2021. Total: \$6,931,517.40 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$4,614,650.10

Summary (Background)

Pages 1-23 Check numbers: 580855 - 580958 ACH payment numbers: 93115 - 93325 On file for review in City Clerks Office: 23 Page listing of Claims Note:

Lease? NO G	irant related?	Public Works? NO
Fiscal Impact		Budget Account
Expense \$ 4,614,650.1	10	# 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 Approval	<u>S</u>	
Purchasing		

REPORT: PG3620 SYSTEM: FMSAP USER: MANAGER RUN NO: 31

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	202,989.37
1100	STREET FUND	76.50
1300	LIBRARY FUND	167.18
1360	MISCELLANEOUS GRANTS FUND	0.00
1380	TRAFFIC CALMING MEASURES	824.00
1400	PARKS AND RECREATION FUND	5,352.50
1460	PARKING METER REVENUE FUND	1,250.22
1590	HOTEL/MOTEL TAX FUND	345,524.78
1620	PUBLIC SAFETY & JUDICIAL GRANT	10,435.50
1630	COMBINED COMMUNICATIONS CENTER	16,905.84
1640	COMMUNICATIONS BLDG M&O FUND	24,450.88
1970	FIRE/EMS FUND	119,376.54
1985	VOYA DEFINED CONTR ADMIN FUND	6,875.00
3200	ARTERIAL STREET FUND	3,875.59
4100	WATER DIVISION	179,557.13
4250	INTEGRATED CAPITAL MANAGEMENT	545,386.91
4300	SEWER FUND	312,598.88
4480	SOLID WASTE FUND	1,639,476.02
4600	GOLF FUND	377.57
4700	DEVELOPMENT SVCS CENTER	3,379.08
5100	FLEET SERVICES FUND	22,678.04
5200	PUBLIC WORKS AND UTILITIES	19,841.57
5300	IT FUND	100,371.64
5310	IT CAPITAL REPLACEMENT FUND	141,275.67
5400	REPROGRAPHICS FUND	1,159.21
5600	ACCOUNTING SERVICES	142.70
5700	MY SPOKANE	49.00
5750	OFFICE OF PERFORMANCE MGMT	284.22
5800	RISK MANAGEMENT FUND	4,993.29
5810	WORKERS' COMPENSATION FUND	2,712.50
5830 5900	EMPLOYEES BENEFITS FUND ASSET MANAGEMENT FUND OPS	646,142.40
5900	PROPERTY ACOUISITION FIRE	7,409.01 36,380.97
6070	FIREFIGHTERS' PENSION FUND	143,800.18
6080	POLICE PENSION FUND	68,425.13
	SALARY CLEARING FUND NEW	105.08
0900	SAFANI CHEANING FOND NEW	103.00
	TOTAL:	4,614,650.10

REPORT: PG3630 SYSTEM: FMSAP USER: MANAGER RUN NO: 31 DATE: 08/09/21 TIME: PAGE: 1

HONORABLE MAYOR AND COUNCIL MEMBERS 08/09/21 PAGE 2

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

LUKE ESSER	PROFESSIONAL SERVICES	
0320 - COUNCIL		
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
HONORABLE MAYOR AND COUNCIL MEMBERS		08/09/21 PAGE 3
TOTAL FOR 0300 -	HUMAN SERVICES	58.54
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO 00580917	58.54
0300 - HUMAN SERVICES		
TOTAL FOR 0230 -	CIVIL SERVICE	99.00
COPIERS NORTHWEST INC		99.00
0230 - CIVIL SERVICE		
TOTAL FOR 0100 -	GENERAL FUND	15,474.36
	PERMIT REFUNDS PAYABLE CHECK NO 00580888	11,479.36
	PERMIT REFUNDS PAYABLE CHECK NO 00580898	55.00
ABSOLUTE DRUG TESTING LLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO 80093191	3,940.00
0100 - GENERAL FUND		
TOTAL FOR 0020 -	NONDEPARTMENTAL	107,434.14
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO 00580917	1,090.65-
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO 00580917	15.02
SUMMIT LAW GROUP PLLC	LEGAL SERVICES ACH PMT NO 80093315	15,282.63
	CONTRACTUAL SERVICES ACH PMT NO 80093236	8,996.50
SPOKANE REGIONAL CLEAN AIR AGENCY	OPERATING ASSESSMENTS/TAXES CHECK NO 00580865	82,501.75
GREEN WITCH RELEAF ATTN: BRIAN SCHROEDER	OTHR BUS REGISTRATIONS/PERMITS CHECK NO 00580899	120.00
	ACH PMT NO 80093160	1,608.89

7,000.00

TOTAL FOR 0320	- COUNCIL	7,000.00
0350 - COMMUNITY CENTERS		
MARTIN LUTHER KING JR FAMILY OUTREACH CENTER		29,166.66
TOTAL FOR 0350	- COMMUNITY CENTERS	29,166.66
0370 - ENGINEERING SERVICES		
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX		20.44
GRAYBAR ELECTRIC COMPANY INC	OTHER IMPROVEMENTS ACH PMT NO 80093164	251.66
PMTECH INC DBA PMWEB	SOFTWARE (NONCAPITALIZED) ACH PMT NO 80093300	6,000.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO 80093187	1,562.26
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO 80093187	752.51
TOTAL FOR 0370	- ENGINEERING SERVICES	8,586.87
0410 - FINANCE		
ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	ACH PMT NO 80093142	64.00
BANK OF NEW YORK MELLON CORPORATE TRUST DEPARTMENT	BANK FEES ACH PMT NO 80093199	250.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO 00580917	3,882.13
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO 00580917	2,223.21
VERIZON WIRELESS	CELL PHONE ACH PMT NO 80093243	146.57
TOTAL FOR 0410	- FINANCE	2,119.49
HONORABLE MAYOR AND COUNCIL MEMBERS		08/09/21 PAGE 4
PROCESSING OF VOUCHERS RE	SULTS IN CLAIMS AS FOLLOWS:	
0450 - NEIGHBHD HOUSING HUMAN SV		
JIM'S TRANSFER INC DBA DEVRIES MOVING PACKING STORAGE	MISC SERVICES/CHARGES	567.20
TOTAL FOR 0450	- NEIGHBHD HOUSING HUMAN SVCS	567.20

0500 - LEGAL

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	ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80093145	34.11
	CERTIFIED SECURITY SYSTEMS SPOKANE SECURITY SYSTEMS INC		366.24
	MARY ELLEN ERTEL	INTERPRETER COSTS CHECK NO 00580861	60.00
	PACER SERVICE CENTER	JUDGEMENTS/DAMAGES ACH PMT NO 80093176	65.80
	US BANK TREASURY MANAGEMENT SERVICES	BANK FEES Check no 00580917	22.31
	US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO 00580917	0.15-
		CELL PHONE ACH PMT NO 80093187	104.38
	TOTAL FOR 0500 -	-LEGAL	652.69

0560 - MUNICIPAL COURT

CONSTRUCTION ASSOC OF SPOKANE 2834 N PERRY	CASH OVER/SHORT CHECK NO 00580894	25.00
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO 80093208	52.50
GARY RUTHFORD PO BOX 197	CASH OVER/SHORT CHECK NO 00580895	15.00
lois boyd 1718 e lincoln rd apt g141	CASH OVER/SHORT CHECK NO 00580896	15.00
UNIVERSAL PROTECTION SERVICE DBA ALLIED UNIVERSAL SECURITY		80.63
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO 00580917	145.39
TOTAL FOR 0560 -	MUNICIPAL COURT	333.52
HONORABLE MAYOR AND COUNCIL MEMBERS		08/09/21 PAGE 5

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0620 - HUMAN RESOURCES

DGT ENTERPRISES LLC	MEDICAL SERVICES	
DBA SPOKANE TESTING SOLUTIONS	CHECK NO 00580860	135.00

TOTAL FOR 0620 - HUMAN RESOURCES 135.00

0650 - PLANNING SERVICES

DBA CENTER BASED PLANNING LLC	ACH PMT NO 80093217	4,045
TOTAL FOR 0650 -	- PLANNING SERVICES	4,045
0680 - POLICE		
ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80093115	3,166
ALEXANDER GOOD DEPOT LLC C/O BLACK REALTY MGMT	OPERATING RENTALS/LEASES ACH PMT NO 80093119	13,368
DIVINES TOWING/DIV OF DIVINE CORP	TOWING EXPENSE ACH PMT NO 80093209	206
DR LOUIS C SOWERS	MEDICAL SERVICES ACH PMT NO 80093181	1,800
FOUR SEASONS LANDSCAPING INC	LANDSCAPE/GROUNDS MAINT ACH PMT NO 80093124	3,708
GALLS LLC	CLOTHING ACH PMT NO 80093161	454
GLOBAL AEROSPACE INC	INSURANCE PREMIUMS ACH PMT NO 80093214	111
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO 80093171	115
ST ANN PARISH	OPERATING RENTALS/LEASES ACH PMT NO 80093184	475
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO 00580917	144
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO 00580917	10
WYOMING WRECKER LLC DBA AA ACES TOWING	TOWING EXPENSE ACH PMT NO 80093192	103
TOTAL FOR 0680 -	- POLICE	23,642
HONORABLE MAYOR AND COUNCIL MEMBERS		08/09/21 PAGE 6
PROCESSING OF VOUCHERS RES	SULTS IN CLAIMS AS FOLLOWS:	
0690 - PROBATION SERVICES		
JRM ENTERPRISES INC DBA PROFESSIONAL LANGUAGE	INTERPRETER COSTS	504
TOTAL FOR 0690 -	- PROBATION SERVICES	504
0700 - PUBLIC DEFENDER		
PAUL TAPIA TAPIA INVESTIGATIVE SERVICES	LEGAL SERVICES	1,170

0750 - COMMUNITY/ECONOMIC DEV DV	'SN	
WA ECONOMIC DEVELOPMENT ASSN	REGISTRATION/SCHOOLING CHECK NO 00580869	2,000.00
TOTAL FOR 0750	- COMMUNITY/ECONOMIC DEV DVSN	2,000.00
1100 - STREET FUND		
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES	45.00
OCCUPATIONAL HEALTH CENTERS OF WASHINGTON PS	MEDICAL SERVICES CHECK NO 00580863	31.50
TOTAL FOR 1100	- STREET FUND	76.50
1300 - LIBRARY FUND		
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES	170.56
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO 00580917	3.38-
TOTAL FOR 1300	- LIBRARY FUND	167.18
1360 - MISCELLANEOUS GRANTS FUND		
ABSOLUTE DRUG TESTING LLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO 80093191	3,940.00-
ABSOLUTE DRUG TESTING LLC	PROFESSIONAL SERVICES ACH PMT NO 80093191	3,940.00
HONORABLE MAYOR AND COUNCIL MEMBERS		08/09/21 PAGE 7
PROCESSING OF VOUCHERS RE	SULTS IN CLAIMS AS FOLLOWS:	
TOTAL FOR 1360	- MISCELLANEOUS GRANTS FUND	0.00
1380 - TRAFFIC CALMING MEASURES		
	SCHOOL ZONE SPEED CAMERA FINE CHECK NO 00580893	237.00
	PHOTO RED FINES CHECK NO 00580891	139.00
SERGI BASARGIN 5742G CORKSCREW CANYON RD	SCHOOL ZONE SPEED CAMERA FINE CHECK NO 00580892	309.00
	PHOTO RED FINES CHECK NO 00580890	139.00

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO 80093142	5,154.75
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO 80093158	8.54
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO 00580917	189.21
TOTAL FOR 1400 -	PARKS AND RECREATION FUND	5,352.50
1460 - PARKING METER REVENUE FUND	1	
CENTURYLINK	TELEPHONE CHECK NO 00580858	134.06
	CONTRACTUAL SERVICES ACH PMT NO 80093229	570.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO 00580917	494.86
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES -	51.30
TOTAL FOR 1460 -	PARKING METER REVENUE FUND	1,250.22
1590 - HOTEL/MOTEL TAX FUND		
SPOKANE PUBLIC FACILITIES DISTRICT		345,524.78
HONORABLE MAYOR AND COUNCIL MEMBERS		08/09/21 PAGE 8
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
TOTAL FOR 1590 -	HOTEL/MOTEL TAX FUND	345,524.78
1620 - PUBLIC SAFETY & JUDICIAL G	RANT	
ушса	CONTRACTUAL SERVICES ACH PMT NO 80093190	10,435.50
TOTAL FOR 1620 -	PUBLIC SAFETY & JUDICIAL GRANT	10,435.50
1630 - COMBINED COMMUNICATIONS CE	NTER	
GALLS LLC	CLOTHING ACH PMT NO 80093213	217.94
LOCUTION SYSTEMS INC	SOFTWARE MAINTENANCE ACH PMT NO 80093220	16,687.90
	COMBINED COMMUNICATIONS CENTER	1,6,005,04

1640 - COMMUNICATIONS BLDG M&O FUND

CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80093205	1,275.30
CONTROL SOLUTIONS NW INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093205	1,353.78
CORTNER ARCHITECTURAL COMPANY	ENGINEERING SERVICES ACH PMT NO 80093266	21,800.00
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO 80093157	21.80
TOTAL FOR 1640	- COMMUNICATIONS BLDG M&O FUND	24,450.88
970 - FIRE/EMS FUND		
ALSCO DIVISION OF ALSCO INC		164.37
ANTHONY'S RESTAURANTS PO BOX 3805	PUBLIC SAFETY LICENSE/PERM CHECK NO 00580897	19.00
CENTURYLINK	TELEPHONE CHECK NO 00580873	273.96
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO 80093148	9,672.42
CONNELL OIL INC DBA CO-ENERGY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093150	1,609.50
HONORABLE MAYOR AND COUNCIL MEMBERS		08/09/21 PAGE 9
PROCESSING OF VOUCHERS RE	SULTS IN CLAIMS AS FOLLOWS:	
EDGE CONSTRUCTION SUPPLY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093154	57.43
ESO SOLUTIONS INC	SOFTWARE MAINTENANCE ACH PMT NO 80093156	81,827.99
FASTENAL CO	MINOR EQUIPMENT ACH PMT NO 80093157	158.80
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO 80093157	535.65
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093157	112.92
FIRE CONTROL SPRINKLER PO BOX 7204	PUBLIC SAFETY LICENSE/PERM CHECK NO 00580880	38.00
GALLS LLC	CLOTHING ACH PMT NO 80093161	126.54
	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093163	11,458.00
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093166	219.08

JASON WEBSTER	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80093250	229.60
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093168	105.22
KYOCERA DOCUMENT SOLUTIONS AMERICA INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093169	1,089.60
L N CURTIS & SONS	CLOTHING ACH PMT NO 80093207	223.90
MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093172	77.94
NEIGHBORCARE PHARMACY SVCS DBA EVERGREEN PHARMACEUTICAL LLC		87.50
NICHOLAS MORSE EMPLOYEE #23302	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO 80093224	212.34
PHO VAN INC 2909 N DIVISION ST	PUBLIC SAFETY LICENSE/PERM CHECK NO 00580879	6.00
POHL SPRING WORKS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093177	95.61
	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80093230	130.68
SEAWESTERN FIRE APPARATUS & EQUIPMENT/SEAWESTERN INC	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO 80093179	1,024.60
HONORABLE MAYOR AND COUNCIL MEMBERS		08/09/21 PAGE 10
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00580864	734.83
SPOKANE EMERGENCY PHYSICIANS INC	CONTRACTUAL SERVICES ACH PMT NO 80093237	7,728.96
SPOKANE FIRE DEPARTMENT IMPREST FUND	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO 00580914	18.48
SPOKANE FIRE DEPARTMENT IMPREST FUND	REPAIR & MAINTENANCE SUPPLIES CHECK NO 00580914	22.42
THE ONION BAR & GRILL 302 W RIVERSIDE AVE		19.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES Check no 00580917	173.61
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO 00580917	5.39-
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	98.07
WHELEN ENGINEERING CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093189	682.15
WILLIAM J GONZALEZ	OTHER TRANSPORTATION EXPENSES CHECK NO 00580876	347.76

R.V. KUHNS & ASSOCIATES, INC. DBA RVK, INC	ADVISORY TECHNICAL SERVICE CHECK NO 00580910	6,875.00
TOTAL FOR 1985 -	VOYA DEFINED CONTR ADMIN FUND	6,875.00
00 - ARTERIAL STREET FUND		
AVISTA CORPORATION	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80093196	3,692.41
WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80093188	183.18
TOTAL FOR 3200 -	ARTERIAL STREET FUND	3,875.59
00 - WATER DIVISION		
ACRANET CBS BRANCH/DIV OF		20.00
HONORABLE MAYOR AND COUNCIL MEMBERS		08/09/21 PAGE 11
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093143	899.37
ANNIKKI CHAMBERLAIN DBA MIMIR WATER	CONTRACTUAL SERVICES ACH PMT NO 80093261	22,133.90
AVISTA UTILITIES	PUBLIC UTILITY SERVICE ACH PMT NO 80093146	64.22
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER ACH PMT NO 80093151	96,211.86
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO 80093211	41.25
FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP	CONTRACTUAL SERVICES ACH PMT NO 80093274	3,888.75
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093165	1,322.31
JACQUELINE BABOL 205 N UNIVERSITY AVE #5	REFUNDS CHECK NO 00580883	3,618.90
JAMES BILLMAN 9504 W SEVEN MILE ROAD	REFUNDS CHECK NO 00580881	400.00
	CONTRACTUAL SERVICES	
K & L GATES LLP	ACH PMT NO 80093284	356.40
K & L GATES LLP LAKESIDE INDUSTRIES LOCKBOX 1086		356.40 9,846.74

ROGUE HEART MEDIA INC	CONTRACTUAL SERVICES ACH PMT NO 80093234	9,411.47
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093180	7.50
SPOKANE POWER TOOL & HDWE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093183	110.54
SPRING ENVIRONMENTAL INC	CONTRACTUAL SERVICES ACH PMT NO 80093314	8,566.61
TIMOTHY CLINTON	JUDGEMENTS/DAMAGES CHECK NO 00580874	125.30
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO 00580917	39.06
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO 00580917	15.48-
YWCA ACCOUNTING C/O NAOMI MOSIER	REFUNDS CHECK NO 00580882	54.43
HONORABLE MAYOR AND COUNCIL MEMBERS		08/09/21 PAGE 12
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
TOTAL FOR 4100 -	WATER DIVISION	179,557.13
4250 - INTEGRATED CAPITAL MANAGEM	IENT	
	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80093116	484.00
HDR ENGINEERING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80093277	4,849.73
JACOBS ENGINEERING GROUP INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80093283	7,826.57
MURRAYSMITH INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80093289	20,174.50
MWH CONSTRUCTORS INC & SLAYDEN CONSTRUCTION GROUP INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80093131	156,734.63
OAC SERVICES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80093292	765.00
OSBORN CONSULTING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80093294	80,155.52
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80093296	23,590.24
RIVER PARK SQUARE LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80093233	1,600.00
SYSTEMS AND SOFTWARE INC DBA SYSTEMS AND SOFTWARE		124,508.00
WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80093320	124,521.37

WINSTON & CASHATT PS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80093324	82.50
YWCA ACCOUNTING C/O NAOMI MOSIER	REFUNDS CHECK NO 00580882	94.85
total for 4250 -	INTEGRATED CAPITAL MANAGEMENT	545,386.91
4300 - SEWER FUND		
YWCA ACCOUNTING C/O NAOMI MOSIER	REFUNDS CHECK NO 00580882	114.92
TOTAL FOR 4300 -	SEWER FUND	114.92
4310 - SEWER MAINTENANCE DIVISION		
HONORABLE MAYOR AND COUNCIL MEMBERS		08/09/21 PAGE 13
PROCESSING OF VOUCHERS RES	HITS IN CLAIMS AS FOLLOWS.	
ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093143	79.19
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS		90.00
FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP		3,888.75
WSF LLC dba WESTERN SYSTEMS &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093246	2,393.17
TOTAL FOR 4310 -	SEWER MAINTENANCE DIVISION	6,451.11
4320 - RIVERSIDE PARK RECLAMATION		
ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO 80093253	8,624.00
BATTERY SYSTEMS INC	OPERATING SUPPLIES ACH PMT NO 80093255	325.17
	PROFESSIONAL SERVICES ACH PMT NO 80093257	2,003.85
CASCADE COLUMBIA DISTRIBUTION CO/DIV OF NEWCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO 80093260	2,523.39
CINTAS CORPORATION NO 3	LAUNDRY/JANITORIAL SERVICES	
LOC 606	ACH PMT NO 80093204	5,769.39
CINTAS CORPORATION NO 3 LOC 606	SAFETY SUPPLIES ACH PMT NO 80093262	194.02
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO 80093263	3,461.92
	MINOR EQUIPMENT ACH PMT NO 80093149	1,056.30
DALLY ENVIRONMENTAL LLC	OTH DUES/SUBSCRIPTNS/MEMBERSHP	

	ACH PMT NO 80093268	1,311.56
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE Ach PMT NO 80093158	215.33
HUBER TECHNOLOGY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093280	45,700.43
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO 80093282	15,978.14
JOHNSON CONTROLS FIRE PROTECTION LP	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80093218	2,895.64
K & L GATES LLP	LEGAL SERVICES ACH PMT NO 80093284	113.40
HONORABLE MAYOR AND COUNCIL MEMBERS		08/09/21 PAGE 14
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO 80093286	122,818.57
NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO 80093132	2,120.79
NORCO INC	OPERATING SUPPLIES ACH PMT NO 80093290	411.42
OCCUPATIONAL HEALTH CENTERS OF WASHINGTON PS	MEDICAL SERVICES CHECK NO 00580863	31.50
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES ACH PMT NO 80093293	12,902.29
OXARC INC	POSTAGE Ach PMT NO 80093295	60.68
POINTE PEST CONTROL	CONTRACTUAL SERVICES ACH PMT NO 80093301	1,464.71
POLYDYNE INC	CHEMICAL/LAB SUPPLIES ACH PMT NO 80093302	18,354.42
SEAL ANALYTICAL INC	MACHINERY/EQUIPMENT ACH PMT NO 80093310	41,690.82
TESTAMERICA LABORATORIES INC DBA EUROFINS TESTAMERICA	TESTING SERVICES CHECK NO 00580951	422.00
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO 80093318	8,510.52
WA STATE DEPT OF ECOLOGY	PERMITS/OTHER FEES ACH PMT NO 80093141	56.00
TOTAL FOR 4320 -	- RIVERSIDE PARK RECLAMATION FAC	299,016.26

4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO 80093146	21.28
DALLY ENVIRONMENTAL LLC	TESTING SERVICES ACH PMT NO 80093268	1,311.56

DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO 00580860	45.00
FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP	CONTRACTUAL SERVICES ACH PMT NO 80093274	3,888.75
ROGUE HEART MEDIA INC	CONTRACTUAL SERVICES ACH PMT NO 80093234	1,750.00
total for 4330 -	STORMWATER	7,016.59
HONORABLE MAYOR AND COUNCIL MEMBERS		08/09/21 PAGE 15
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
480 - SOLID WASTE FUND		
YWCA ACCOUNTING C/O NAOMI MOSIER	REFUNDS CHECK NO 00580882	74.07
TOTAL FOR 4480 -	· SOLID WASTE FUND	74.07
1490 - SOLID WASTE DISPOSAL		
AIRGAS SPECIALTY PRODUCTS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO 80093252	8,447.50
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO 80093117	130.32
BARR-TECH LLC	CONTRACTUAL SERVICES ACH PMT NO 80093118	39,662.83
BEARING DISTRIBUTORS INC dba BROWN BEARING	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093256	1,734.60
CASCADE AUTOMATION INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093121	2,602.71
CENTURYLINK	TELEPHONE CHECK NO 00580873	64.15
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80093204	17,980.97
DEECO INC	EMISSION TESTING ACH PMT NO 80093122	83,565.00
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO 00580860	80.00
ECOCHEM ANALYTICS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093270	833.74
ELJAY OIL CO INC	LUBRICANTS ACH PMT NO 80093271	1,816.26
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO 80093271	2,286.80
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO 80093273	653.68
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT	

	ACH PMT NO 80093273	961.83
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093273	511.63
FASTENAL CO	SAFETY SUPPLIES ACH PMT NO 80093273	60.02
HONORABLE MAYOR AND COUNCIL MEMBERS		08/09/21 PAGE 16
PROCESSING OF VOUCHERS RES	SULTS IN CLAIMS AS FOLLOWS:	
HITACHI ZOSEN INOVA U.S.A.	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093279	18,000.00
KENWORTH SALES COMPANY	OPERATING RENTALS/LEASES ACH PMT NO 80093168	1,537.67
KNIGHT CONSTRUCTION & SUPPLY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093128	1,081,151.63
MCCOY POWER CONSULTANTS INC	PROFESSIONAL SERVICES ACH PMT NO 80093130	7,400.00
NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO 80093132	2,926.19
OIL RE-REFINING CO INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO 80093134	771.50
ONLINE CLEANING SERVICES	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093136	7,363.20
ORKIN	PROFESSIONAL SERVICES CHECK NO 00580905	156.96
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO 80093298	23,557.48
RIPPLINGER ENGINEERING LABORATORIES	PROFESSIONAL SERVICES ACH PMT NO 80093137	1,834.50
SNW TEC LLC DBA SWAGELOCK NW/ALASKA	REPAIR & MAINTENANCE SUPPLIES CHECK NO 00580952	3,028.76
SPOKANE INT'L AIRPORT	OPERATING RENTALS/LEASES ACH PMT NO 80093138	348.48
SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES CHECK NO 00580866	16,087.36
SPRING ENVIRONMENTAL INC	REGISTRATION/SCHOOLING ACH PMT NO 80093139	150.00
TESTAMERICA LABORATORIES INC DBA EUROFINS TESTAMERICA	CONTRACTUAL SERVICES CHECK NO 00580855	14,098.00
THE MAHER CORP DBA RISK MGMT PROFESSIONALS	PROFESSIONAL SERVICES ACH PMT NO 80093140	766.25
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO 00580917	236.71
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	1,620.00

4500 - SOLID WASTE COLLECTION

HONORABLE MAYOR AND COUNCIL MEMBERS		08/09/21 PAGE 17
PROCESSING OF VOUCHERS RE	SULTS IN CLAIMS AS FOLLOWS:	
ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO 80093142	232.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO 80093146	9,633.72
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO 80093146	33.03
BARR-TECH LLC	CONTRACTUAL SERVICES ACH PMT NO 80093118	137,924.00
C & C YARD CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO 80093120	2,440.52
CENTURYLINK	TELEPHONE CHECK NO 00580873	279.55
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS		215.00
SPOKANE COUNTY TREASURER	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO 80093182	143,516.33
SWANA	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO 00580868	1,383.00
TOTAL FOR 4500	- SOLID WASTE COLLECTION	295,657.14
530 - SOLID WASTE LANDFILLS		
CINTAS CORPORATION NO 3 LOC 606		193.30
SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES CHECK NO 00580867	1,124.78
TOTAL FOR 4530	- SOLID WASTE LANDFILLS	1,318.08
1600 - GOLF FUND		
ACRANET CBS BRANCH/DIV OF CBS REPORTING INC		23.50
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO 00580917	354.07
TOTAL FOR 4600	- GOLF FUND	377.5
1700 - DEVELOPMENT SVCS CENTER		
BILL'S HEATING AIR APPLIANCE	PERMIT REFUNDS PAYABLE	

BILL'S HEATING AIR APPLIANCE	PERMIT REFUNDS PAYABLE	
REPAIR	CHECK NO 00580887	88.00

HONORABLE MAYOR AND COUNCIL MEMBERS		08/09/21 PAGE 18
PROCESSING OF VOUCHERS	RESULTS IN CLAIMS AS FOLLOWS:	
HUG CONSTRUCTION 630 W SHANNON AVE		50.00
NORTH COUNTRY SERVICES LLC	CONTRACTUAL SERVICES ACH PMT NO 80093133	364.20
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO 00580917	116.51
VERIZON WIRELESS	CELL PHONE ACH PMT NO 80093187	2,356.27
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO 80093187	404.10
TOTAL FOR 470	0 - DEVELOPMENT SVCS CENTER	3,379.08
00 - FLEET SERVICES FUND		
ACRANET CBS BRANCH/DIV OF CBS REPORTING INC		32.00
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTION	MEDICAL SERVICES S CHECK NO 00580860	45.00
FLEETCOR TECHNOLOGIES INC DBA FUELMAN	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO 80093275	22,184.89
NORLIFT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80093225	28.91
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80093174	387.24
TOTAL FOR 510	0 - FLEET SERVICES FUND	22,678.04
00 - PUBLIC WORKS AND UTILIT	IES	
PITNEY BOWES	IF REPROGRAPHICS CHECK NO 00580904	1,569.60
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO 00580917	18,261.97
YWCA ACCOUNTING C/O NAOMI MOSIER	REFUNDS CHECK NO 00580882	10.00
TOTAL FOR 520	0 - PUBLIC WORKS AND UTILITIES	19,841.57
00 - IT FUND		
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80093195	1.53
HONORABLE MAYOR AND COUNCIL MEMBERS		08/09/21 Page 19

AND COUNCIL MEMBERS

08/09/21 PAGE 19 PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PROCESSING OF VOUCHERS RI		
AT&T MOBILITY	CELL PHONE CHECK NO 00580857	50.43
COMPUNET INC LB 410802	HARDWARE MAINTENANCE ACH PMT NO 80093264	400.00
NORTHWEST OPEN ACCESS NETWORK	TELEPHONE ACH PMT NO 80093291	3,630.00
PITNEY BOWES	OPERATING SUPPLIES CHECK NO 00580904	174.40
RIVER PARK SQUARE LLC	OPERATING RENTALS/LEASES ACH PMT NO 80093306	800.00
SHI CORP	SOFTWARE MAINTENANCE ACH PMT NO 80093312	95,315.28
TOTAL FOR 5300	- IT FUND	100,371.64
5310 - IT CAPITAL REPLACEMENT FU	JND	
INCAPSULATE LLC	CAPITALIZED SOFTWARE ACH PMT NO 80093281	109,734.07
QUESTICA LTD	CAPITALIZED SOFTWARE	31,541.60
	ACH PMT NO 80093304	51,541.00
	ACH PMT NO 80093304 - IT CAPITAL REPLACEMENT FUND	
TOTAL FOR 5310 5400 - REPROGRAPHICS FUND ARAMARK UNIFORM SERVICES	- IT CAPITAL REPLACEMENT FUND	141,275.67
TOTAL FOR 5310 5400 - REPROGRAPHICS FUND ARAMARK UNIFORM SERVICES	- IT CAPITAL REPLACEMENT FUND LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80093195	
TOTAL FOR 5310 5400 - REPROGRAPHICS FUND ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	- IT CAPITAL REPLACEMENT FUND LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80093195 OPERATING RENTALS/LEASES	141,275.67 37.32 927.80
TOTAL FOR 5310 5400 - REPROGRAPHICS FUND ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX CANON FINANCIAL SERVICES INC WCP SOLUTIONS	- IT CAPITAL REPLACEMENT FUND LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80093195 OPERATING RENTALS/LEASES CHECK NO 00580949 OPERATING SUPPLIES	141,275.67 37.32 927.80 194.09
TOTAL FOR 5310 5400 - REPROGRAPHICS FUND ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX CANON FINANCIAL SERVICES INC WCP SOLUTIONS	- IT CAPITAL REPLACEMENT FUND LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80093195 OPERATING RENTALS/LEASES CHECK NO 00580949 OPERATING SUPPLIES ACH PMT NO 80093245	141,275.67 37.32 927.80 194.09
TOTAL FOR 5310 5400 - REPROGRAPHICS FUND ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX CANON FINANCIAL SERVICES INC WCP SOLUTIONS TOTAL FOR 5400 5600 - ACCOUNTING SERVICES	- IT CAPITAL REPLACEMENT FUND LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80093195 OPERATING RENTALS/LEASES CHECK NO 00580949 OPERATING SUPPLIES ACH PMT NO 80093245	141,275.67 37.32 927.80 194.09 1,159.21
TOTAL FOR 5310 5400 - REPROGRAPHICS FUND ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX CANON FINANCIAL SERVICES INC WCP SOLUTIONS TOTAL FOR 5400 5600 - ACCOUNTING SERVICES ACRANET CBS BRANCH/DIV OF	 IT CAPITAL REPLACEMENT FUND LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80093195 OPERATING RENTALS/LEASES CHECK NO 00580949 OPERATING SUPPLIES ACH PMT NO 80093245 REPROGRAPHICS FUND BACKGROUND CHECKS 	141,275.67 37.32 927.80 194.09 1,159.21 40.50
TOTAL FOR 5310 5400 - REPROGRAPHICS FUND ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX CANON FINANCIAL SERVICES INC WCP SOLUTIONS TOTAL FOR 5400 5600 - ACCOUNTING SERVICES ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	 IT CAPITAL REPLACEMENT FUND LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80093195 OPERATING RENTALS/LEASES CHECK NO 00580949 OPERATING SUPPLIES ACH PMT NO 80093245 REPROGRAPHICS FUND BACKGROUND CHECKS ACH PMT NO 80093142 CELL PHONE 	141,275.67

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

142.70

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO 80093142	49.00
TOTAL FOR 5700 ·	- MY SPOKANE	49.00
750 - OFFICE OF PERFORMANCE MGM		
VERIZON WIRELESS	CELL PHONE ACH PMT NO 80093187	284.22
TOTAL FOR 5750 ·	- OFFICE OF PERFORMANCE MGMT	284.22
800 - RISK MANAGEMENT FUND		
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES	243.33
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO 00580917	92.69-
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO 80093242	4,842.65
TOTAL FOR 5800 -	- RISK MANAGEMENT FUND	4,993.29
810 - WORKERS' COMPENSATION FUN	D	
	INSURANCE ADMINISTRATION ACH PMT NO 80093155	2,712.50
TOTAL FOR 5810 -	- WORKERS' COMPENSATION FUND	2,712.50
830 - EMPLOYEES BENEFITS FUND		
DELTA DENTAL OF WASHINGTON		31,464.36
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO 80093285	174,719.31
LIFEWISE ASSURANCE CO	INSURANCE PREMIUMS ACH PMT NO 80093219	24,324.84
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER		415,470.18
HONORABLE MAYOR AND COUNCIL MEMBERS		08/09/21 PAGE 21
PROCESSING OF VOUCHERS RE	SULTS IN CLAIMS AS FOLLOWS:	
REHN & ASSOCIATES	DUE FROM OTHER GOVERNMENT UNIT ACH PMT NO 80093178	28.71
SAMUEL CANTY	IF MAND EMP CONTRIBUTION CHECK NO 00580872	135.00

11,000.00

5900 - ASSET MANAGEMENT FUND OPS

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80093195	51.00
BLACK'S PAINTING INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80093201	435.60
FIVE STAR PLUMBING	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80093212	1,078.11
FIVE STAR PLUMBING	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80093212	207.92
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO 80093159	152.08
RESOURCE SYNERGY LLC	CONTRACTUAL SERVICES ACH PMT NO 80093305	613.99
SPOKANE PRO CARE INC	LANDSCAPE/GROUNDS MAINT ACH PMT NO 80093313	4,870.31
TOTAL FOR 5900	- ASSET MANAGEMENT FUND OPS	7,409.01
03 - PROPERTY ACQUISITION FIR		
AHS RESCUE LLC DBA AHS RESCUE & ARIZONA HKIN	MINOR EQUIPMENT G CHECK NO 00580856	3,621.75
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO 80093152	5,556.76
NW EMERGENCY VEHICLE GRAPHICS	VEHICLES ACH PMT NO 80093227	2,834.00
WA STATE DEPT OF LICENSING SPOKANE COUNTY COURTHOUSE		24,042.50
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	325.96
TOTAL FOR 5903	- PROPERTY ACQUISITION FIRE	36,380.97
00 - FIREFIGHTERS' PENSION FU	ND	
HONORABLE MAYOR AND COUNCIL MEMBERS		08/09/21 PAGE 22
PROCESSING OF VOUCHERS R	ESULTS IN CLAIMS AS FOLLOWS:	
BKD-HCN TENANT LLC DBA BROOKDALE NORTH SPOKANE	SERVICE REIMBURSEMENT CHECK NO 00580870	8,104.00
BKD-HCN TENANT LLC DBA BROOKDALE NORTH SPOKANE	SERVICE REIMBURSMENT CHECK NO 00580870	100.00
BROOKDALE SENIOR LIVING	SERVICE REIMBURSEMENT	11 000 00

COMMUNITIES INC CHECK NO. - 00580871

	SERVICE REIMBURSMENT CHECK NO 00580871	5,776.00
		3,770.00
CLIVE D JONES	SERVICE REIMBURSMENT ACH PMT NO 80093248	1,300.19
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO 80093219	3,572.46
MICHAEL J RABEL	SERVICE REIMBURSMENT CHECK NO 00580908	1,856.83
NEIGHBORCARE PHARMACY SVCS DBA EVERGREEN PHARMACEUTICAL LLC		214.35
NICOLAS GALLEGIOS DDS PLLC	SERVICE REIMBURSEMENT CHECK NO 00580903	616.00
NORTH RIDGE HOUSE INC	SERVICE REIMBURSEMENT ACH PMT NO 80093226	5,000.00
NORTH RIDGE HOUSE INC	SERVICE REIMBURSMENT ACH PMT NO 80093226	4,000.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER		81,222.09
ROYAL PARK CARE CENTER, LLC	SERVICE REIMBURSMENT CHECK NO 00580909	5,483.02
SNOW PEAK 1 LIBERTY LAKE REAL ESTATE LLC	SERVICE REIMBURSEMENT CHECK NO 00580911	7,550.00
SNOW PEAK 1 LIBERTY LAKE REAL ESTATE LLC	SERVICE REIMBURSMENT CHECK NO 00580911	4,700.00
SPOKANE EAR NOSE & THROAT CLINIC PS	SERVICE REIMBURSMENT CHECK NO 00580913	3,187.90
WILLIAM R WHITE	SERVICE REIMBURSMENT CHECK NO 00580919	117.34
total for 6200 -	FIREFIGHTERS' PENSION FUND	143,800.18
300 - POLICE PENSION		
CRISTA SENIOR COMMUNITY ASSISTED LIVING	SERVICE REIMBURSEMENT CHECK NO 00580875	5,800.00

HONORABLE MAYOR AND COUNCIL MEMBERS

08/09/21

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CRISTA SENIOR COMMUNITY ASSISTED LIVING	SERVICE REIMBURSMENT CHECK NO 00580875	1,400.00
DEBORAH L MILLER dba professional hearing	SERVICE REIMBURSMENT CHECK NO 00580906	249.95
JAMES MANSON	SERVICE REIMBURSMENT CHECK NO 00580901	50.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO 80093219	2,890.08

NEIGHBORCARE PHARMACY SVCS DBA SERVICE REIMBURSMENT

EVERGREEN PHARMACEUTICAL LLC	CHECK NO 00580902	42.35
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER		33,109.10
PURITYS CALICO COTTAGE AFH LLC	SERVICE REIMBURSMENT CHECK NO 00580907	10,000.00
RICKY HAYES	SERVICE REIMBURSMENT CHECK NO 00580877	333.91
SOUNDVIEW MEDICAL SUPPLY LLC	SERVICE REIMBURSMENT CHECK NO 00580912	169.16
SULLIVAN VENTURES, LLC DBA SULLIVAN PARK ASSISTED LVG		6,708.84
SULLIVAN VENTURES, LLC DBA SULLIVAN PARK ASSISTED LVG		2,316.77
WATERFORD ON SOUTH HILL SPE DBA TOUCHMARK ON SOUTH HILL		4,573.50
WATERFORD ON SOUTH HILL SPE DBA TOUCHMARK ON SOUTH HILL		781.47
TOTAL FOR 6300 -	POLICE PENSION	68,425.13

6960 - SALARY CLEARING FUND NEW

EMPLOYMENT SECURITY DEPT BENEFIT PAYMENT CONTROL	EMPLOYMENT SECURITY DEPT CHECK NO 00580950	105.08
TOTAL FOR 6960	- SALARY CLEARING FUND NEW	105.08

TOTAL CLAIMS

4,614,650.10

REPORT: PG3640 SYSTEM: FMSAP USER: MANAGER RUN NO: 31

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	LICE MAY AMOUNTO	2 005 22		
00580855	TESTAMERICA LABORATORIES INC	14,270.00		
00580856	AHS RESCUE LLC	3,621.75		
00580857	AT&T MOBILITY	50.43		
00580858	CENTURYLINK	346.54		
00580860	DGT ENTERPRISES LLC	655.00		
00580861	TESTAMERICA LABORATORIES INC AHS RESCUE LLC AT&T MOBILITY CENTURYLINK DGT ENTERPRISES LLC MARY ELLEN ERTEL NEIGHBORCARE PHARMACY SVCS D OCCUPATIONAL HEALTH CENTERS	60.00		
00580862	NEIGHBORCARE PHARMACY SVCS D	87.50		
00580863	OCCUPATIONAL HEALTH CENTERS	63.UU 724 92		
00500004	MARY ELLEN ERTEL NEIGHBORCARE PHARMACY SVCS D OCCUPATIONAL HEALTH CENTERS SIX ROBBLEES INC SPOKANE REGIONAL CLEAN AIR SPOKANE REGIONAL HEALTH DIST SPOKANE REGIONAL HEALTH DIST SWANA WA ECONOMIC DEVELOPMENT ASSN BKD-HCN TENANT LLC BROOKDALE SENIOR LIVING SAMUEL CANTY CENTURYLINK TIMOTHY CLINTON CRISTA SENIOR COMMUNITY WILLIAM J GONZALEZ RICKY HAYES FIRE CONTROL SPRINKLER PHO VAN INC FIRE CONTROL SPRINKLER JAMES BILLMAN YWCA JACQUELINE BABOL BILL'S HEATING AIR APPLIANCE BILL'S HEATING AIR APPLIANCE	754.05		
00580865	SPOKANE REGIONAL CLEAN AIR	16 087 36		
00580867	SPOKANE REGIONAL HEALTH DIST	1 124 78		
00580868	SWANA	1,383,00		
00580869	WA ECONOMIC DEVELOPMENT ASSN	2,000.00		
00580870	BKD-HCN TENANT LLC	8,204,00		
00580871	BROOKDALE SENIOR LIVING	16,776.00		
00580872	SAMUEL CANTY	135.00		
00580873	CENTURYLINK	405.18		
00580874	TIMOTHY CLINTON	125.30		
00580875	CRISTA SENIOR COMMUNITY	7,200.00		
00580876	WILLIAM J GONZALEZ	347.76		
00580877	RICKY HAYES	333.91		
00580878	FIRE CONTROL SPRINKLER	19.00		
00580879	PHO VAN INC	6.00		
00580880	FIRE CONTROL SPRINKLER	19.00		
00580881	JAMES BILLMAN	400.00		
00580882	YWCA	348.27		
00580883	JACQUELINE BABOL	3,618.90		
00580884	BILL'S HEATING AIR APPLIANCE	15.00		
00580885	BILL'S HEATING AIR APPLIANCE	43.00		
00500000	BILL'S MEATING AIR APPLIANCE	15.00		
00580887	MATTHEW COODWIN	11 479 36		
00580889	HUG CONSTRUCTION	50 00		
00580890	SYSTEM TRANSPORT INC	139.00		
00580891	MAUREEN MCATEE	139.00		
00580892	SERGI BASARGIN	309.00		
00580893	BILL'S HEATING AIR APPLIANCE BILL'S HEATING AIR APPLIANCE BILL'S HEATING AIR APPLIANCE MATTHEW GOODWIN HUG CONSTRUCTION SYSTEM TRANSPORT INC MAUREEN MCATEE SERGI BASARGIN ALYSSA AND MICHAEL SNEDIKER CONSTRUCTION ASSOC OF SPOKAN GARY RUTHFORD LOIS BOYD	237.00		
00580894	CONSTRUCTION ASSOC OF SPOKAN	25.00		
00580895	GARY RUTHFORD	15.00		
00580896	LOIS BOYD	15.00		
00580897	ANTHONY'S RESTAURANTS	19.00		
	ADALYN V ALOUETTE	55.00		
	GREEN WITCH RELEAF	120.00		
	THE ONION BAR & GRILL	19.00		
	JAMES MANSON	50.00		
	NEIGHBORCARE PHARMACY SVCS D	256.70		
	NICOLAS GALLEGIOS DDS PLLC	616.00		
	PITNEY BOWES	1,744.00		
00580905		156.96		
	DEBORAH L MILLER	249.95		
00380907	PURITYS CALICO COTTAGE AFH L	10,000.00		

REPORT: PG3640 SYSTEM: FMSAP USER: MANAGER RUN NO: 31

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	MICHAEL J RABEL ROYAL PARK CARE CENTER, LLC			
00580909	ROYAL PARK CARE CENTER, LLC	5,483.02		
00580910	R.V. KUHNS & ASSOCIATES, INC	6,875.00		
00580911	SNOW PEAK 1 LIBERTY LAKE REA	12 250 00		
00580912	SNOW ILLAW MEDICAL SUPPLY LLC SPOKANE EAR NOSE & THROAT SPOKANE FIRE DEPARTMENT SULLIVAN VENTURES, LLC WATERFORD ON SOUTH HILL SPE US BANK	169.16		
00580913	SPOKANE EAR NOSE & THROAT	3,187.90		
00580914	SPOKANE FIRE DEPARTMENT	40.90		
00580915	SULLIVAN VENTURES, LLC	9,025.61		
00580916	WATERFORD ON SOUTH HILL SPE	5,354.97		
00580917	US BANK	21,105.73		
		12,021.25		
00580919	WILLIAM R WHITE	117.34		
00580920	CENTURYLINK		483.47	
00580921	LEVEL 3 FINANCING INC		2,384.86	
00580922	SPOKANE CITY TREASURER		5,981.46	
00580923	CENTURYLINK LEVEL 3 FINANCING INC SPOKANE CITY TREASURER INTERFAITH HOSPITALITY CANON FINANCIAL SERVICES INC			
00580949	CANON FINANCIAL SERVICES INC	927.80		
00580950	EMPLOYMENT SECURITY DEPT	105.08		
00580951	CANON FINANCIAL SERVICES INC EMPLOYMENT SECURITY DEPT TESTAMERICA LABORATORIES INC SNW TEC LLC	250.00		
00580952	SNW TEC LLC	3,028.76		
00580953	WA STATE DEPT OF LICENSING	12,021.25		10.04
00580954	AT&T			18.84
00580955	WATERCO OF THE PACIFIC NORTH			63.34
00580956	NW PLAYGROUND EQUIPMENT INC			4,910.62
00580957	PEROVICH PARTNERS INC			3/4.42
00580958	SNW TEC LLC WA STATE DEPT OF LICENSING AT&T WATERCO OF THE PACIFIC NORTH NW PLAYGROUND EQUIPMENT INC PEROVICH PARTNERS INC VISIONARY COMMUNICATIONS, IN ABM JANITORIAL SERVICES SOUT ALS LABORATORY GROUP AVISTA UTILITIES BARR-TECH LLC ALEXANDER GOOD DEPOT LLC C & C YARD CARE CASCADE AUTOMATION INC DEECO INC FEDERAL EXPRESS CORP/DBA FED FOUR SEASONS LANDSCAPING INC INLAND ENVIRONMENTAL RESOURC	2 166 07		391.78
80093115	ABM JANITORIAL SERVICES SOUT	3,100.97 1 169 00		
80093110	ALS LABORATORI GROUP	130.32		
80093118	RADD_TECH IIC	177 586 83		
80093119	ALEXANDER COOD DEPOT LLC	13 368 00		
80093120	C & C YARD CARE	2.440 52		
80093121	CASCADE AUTOMATION INC	2,602.71		
80093122	DEECO INC	83,565.00		
80093123	FEDERAL EXPRESS CORP/DBA FED	203.58		
80093124	FOUR SEASONS LANDSCAPING INC	3,708.09		
80093125	INLAND ENVIRONMENTAL RESOURC	7,370.58		
00002126				
80093127	KEMIRA WATER SOLUTIONS INC KNIGHT CONSTRUCTION &	56,076.38		
80093128	KNIGHT CONSTRUCTION &	1,081,151.63		
80093129	GEOCKO INC.			
80093130	MCCOY POWER CONSULTANTS INC			
80093131	MWH CONSTRUCTORS INC &	156,734.63		
80093132	NALCO CO	5,046.98		
80093133	NORTH COUNTRY SERVICES LLC	364.20		
	OIL RE-REFINING CO INC	771.50		
	OLIN CORPORATION	6,341.20		
	ONLINE CLEANING SERVICES	7,363.20		
	RIPPLINGER ENGINEERING	1,834.50		
	SPOKANE INT'L AIRPORT	348.48		
	SPRING ENVIRONMENTAL INC	150.00		
	THE MAHER CORP DBA RISK MGMT	766.25		
80093141	WA STATE DEPT OF ECOLOGY	56.00		

REPORT: PG3640 SYSTEM: FMSAP USER: MANAGER RUN NO: 31	CITY OF SPOKANE COUNCIL CHECK RANGE/TOTAL		08/09/21 07:44 3
CHECK # VENDOR	CITY	LIBRARY	PARKS
80093142 ACRANET CBS BRANCH	/DIV OF 5,615.75		

80093143	ACTION MATERIALS ALSCO DIVISION OF ALSCO INC ARAMARK UNIFORM SERVICES AVISTA UTILITIES CERTIFIED SECURITY SYSTEMS CITY SERVICE VALCON LLC COMPUNET INC CONNELL OIL INC CONSOLIDATED SUPPLY CO L N CURTIS & SONS JIM'S TRANSFER INC DBA DEVRI EDGE CONSTRUCTION SUPPLY EQUIAN LLC ESO SOLUTIONS INC FASTENAL CO FEDERAL EXPRESS CORP/DBA FED GORLEY LOGISTICS LLC FRONTIER BEHAVIORAL HEALTH GALLS LLC GORDON TRUCK CENTERS INC DBA GRAYBAR ELECTRIC COMPANY INC HASKINS STEEL CO INC HUGHES FIRE EQUIPMENT INC JRM ENTERPRISES INC KENWORTH SALES COMPANY KYOCERA DOCUMENT SOLUTIONS LAKESIDE INDUSTRIES LANGUAGE LINE SERVICES MUNICIPAL EMERGENCY SERVICES NEPTUNE TECHNOLOGY GROUP INC NOVUS AUTO GLASS OVERDRIVE INC PACER SERVICE CENTER POHL SPRING WORKS INC REHN & ASSOCIATES SEAWESTERN FIRE APPARATUS & SITEONE LANDSCAPE SUPPLY LLC DR LOUIS C SOWERS SPOKANE COUNTY TREASURER SPOKANE POWER TOOL & HDWE ST ANN PARISH DAUK	978.56		
80093144	ALSCO DIVISION OF ALSCO INC	90.77		
80093145	ARAMARK UNIFORM SERVICES	54.55		
80093146	AVISTA UTILITIES	9,752.24		
80093147	CERTIFIED SECURITY SYSTEMS	366.24		
80093148	CITY SERVICE VALCON LLC	9,672.42		
80093149	COMPUNET INC	1,056.30		
80093150	CONNELL OIL INC	1,609.50		
80093151	CONSOLIDATED SUPPLY CO	96,211.86		
80093152	L N CURTIS & SONS	5,556.76		
80093153	JIM'S TRANSFER INC DBA DEVRI	567.20		
80093154	EDGE CONSTRUCTION SUPPLY	57.43		
80093155	EOUIAN LLC	2,712.50		
80093156	ESO SOLUTIONS INC	81,827.99		
80093157	FASTENAL CO	829.17		
80093158	FEDERAL EXPRESS CORP/DBA FED	20.29		
80093159	GORLEY LOGISTICS LLC	152.08		
80093160	FRONTIER BEHAVIORAL HEALTH	1,608.89		
80093161	GALLS LLC	580.87		
80093163	GORDON TRUCK CENTERS INC DBA	11,458,00		
80093164	GRAYBAR ELECTRIC COMPANY INC	251.66		
80093165	HASKINS STEEL CO INC	1,322.31		
80093166	HUGHES FIRE EQUIPMENT INC	219.08		
80093167	JRM ENTERPRISES INC	504.00		
80093168	KENWORTH SALES COMPANY	1.642.89		
80093169	KYOCERA DOCUMENT SOLUTIONS	1,089,60		
80093170	LAKESIDE INDUSTRIES	9,846,74		
80093171	LANGUAGE LINE SERVICES	115 24		
80093172	MUNICIPAL EMERGENCY SERVICES	77.94		
80093173	NEPTUNE TECHNOLOGY GROUP INC	22.454.00		
80093174	NOVUS AUTO GLASS	387.24		
80093175	OVERDRIVE INC		10,799.75	
80093176	PACER SERVICE CENTER	65.80	,	
80093177	POHL SPRING WORKS INC	95.61		
80093178	REHN & ASSOCIATES	28.71		
80093179	SEAWESTERN FIRE APPARATUS &	1.024.60		
80093180	SITEONE LANDSCAPE SUPPLY LLC	7.50		
80093181	DR LOUIS C SOWERS	1.800.00		
80093182	SPOKANE COUNTY TREASURER	143,516.33		
80093183	SPOKANE POWER TOOL & HDWE	110.54		
80093184	ST ANN PARISH	475.00		
80093185	SPOKANE COUNTY TREASURER SPOKANE POWER TOOL & HDWE ST ANN PARISH PAUL TAPIA UNIVERSAL PROTECTION SERVICE VEBIZON WIRELESS	1,170,00		
80093186	UNIVERSAL PROTECTION SERVICE	80.63		
80093187	VERIZON WIRELESS	5,463.74		
	WA STATE DEPT/TRANSPORTATION	183.18		
	WHELEN ENGINEERING CO INC	682.15		
80093190		10,435.50		
	ABSOLUTE DRUG TESTING LLC	3,940.00		
	WYOMING WRECKER LLC	103.45		
	ADAMS & CLARK INC		2,500.00	
	ALSCO DIVISION OF ALSCO INC	73.60	_,	
	ARAMARK UNIFORM SERVICES	89.85		

	SPOKANE K RANGE/TOTAL		08/09/21 07:44 4
CHECK # VENDOR	CITY	LIBRARY	PARKS
80093196 AVISTA CORPORATION 80093197 AVISTA UTILITIES 80093198 BAKER & TAYLOR BOOKS 80093199 BANK OF NEW YORK MELLON 80093200 SECURITY SOLUTIONS NORTHWEST	3,692.41 250.00	531.88 17,188.41 9,900.00	

80093201	BLACK'S PAINTING INC	435.60	
80093202	CATHOLIC CHARITIES	9,035.14 23,943.66	
80093203	CATHOLIC CHARITIES ANNIKKI CHAMBERLAIN CINTAS CORPORATION NO 3	9,035.14	
80093204	CINTAS CORPORATION NO 3	23,943.66	
80093205	CONTROL SOLUTIONS NW INC	2,629.08	
80093206	COPIERS NORTHWEST INC	99.00	
80093207	CONTROL SOLUTIONS NW INC COPIERS NORTHWEST INC L N CURTIS & SONS DEVRIES INFORMATION MANAGEME DIVINES TOWING/DIV OF	223.90	
80093208	DEVRIES INFORMATION MANAGEME	52.50	
80093209	DIVINES TOWING/DIV OF	206.92	
80093210	TARA DOWD		5,000.00
80093211	FEDERAL EXPRESS CORP/DBA FED	41.25	
80093212	FIVE STAR PLUMBING	1,286.03	
80093213	GALLS LLC	217.94	
80093214	FIVE STAR PLUMBING GALLS LLC GLOBAL AEROSPACE INC	111.00	
80093215	GOODWILL INDUSTRIES OF THE		
80093216	INGRAM LIBRARY SERVICES LLC		191.20
80093217	JASON N GRAF	4,045.50	
80093218	JOHNSON CONTROLS FIRE	2,895.64	
80093219	LIFEWISE ASSURANCE CO	30,787.38	
80093220	LIFEWISE ASSURANCE CO LOCUTION SYSTEMS INC	16,687.90	
80093221	MARTIN LUTHER KING JR FAMILY	29,166.66	283.26
	MCKINSTRY CO LLC		439.00
80093223	MIDWEST TAPE		46.25
80093224	MIDWEST TAPE NICHOLAS MORSE NORLIFT INC NORTH RIDGE HOUSE INC	212.34	
80093225	NORLIFT INC	28.91	
80093226	NORTH RIDGE HOUSE INC	9,000.00	
80093227	NW EMERGENCY VEHICLE GRAPHIC	2,834,00	
80093228	PARAMETRIX INC PARKEON INC POINTE PEST CONTROL PREMERA BLUE CROSS OR	1,393.75	
80093229	PARKEON INC	570.00	
80093230	POINTE PEST CONTROL	130.68	
80093231	PREMERA BLUE CROSS OR	529,801.37	
80093232	PROCLAIM LIBERTY INC		
80093233	RIVER PARK SQUARE LLC ROGUE HEART MEDIA INC SPOKANE NEIGHBORHOOD ACTION	1,600.00	
80093234	ROGUE HEART MEDIA INC	11,161.47	
80093235	SPOKANE NEIGHBORHOOD ACTION		
	SPOKANE TREATMENT AND	8,996.50	
80093237	SPOKANE EMERGENCY PHYSICIANS	7,728.96	
	SPOKANE HOUSING AUTHORITY		
	SPOKANE PUBLIC FACILITIES		
	STRATA GEOTECHNICAL ENGINEER		1,347.50
	UNCLES INC		2,444.02
80093242	US BANK OR CITY TREASURER	4,842.65	
80093243	VERIZON WIRELESS	248.77	
80093244	VOLUNTEERS OF AMERICA OF		
80093245	WCP SOLUTIONS	194.09	
80093246		2,393.17	
			700.00
80093248	CLIVE D JONES	1,300.19	

REPORT: PG36 SYSTEM: FMS7 USER: MANAGE RUN NO: 31	AP COUNCIL CHEC	SPOKANE K RANGE/TOTAL	DATE: TIME: PAGE:	
CHECK # VEN	NDOR	CITY	LIBRARY	PARKS
80093249 AMA	ANDA MILLER		5.60	
80093250 JAS	SON WEBSTER	229.60		
80093251 INI	LAND NW AGC APPRENTICESHIP			
80093252 AIF	RGAS SPECIALTY PRODUCTS IN	8,447.50		
80093253 ALS	S LABORATORY GROUP	7,940.00		
80093254 ARF	ROW CONCRETE & ASPHALT			1,541.07
80093255 BAT	ITERY SYSTEMS INC	325.17		
80093256 BEA	ARING DISTRIBUTORS INC	1,734.60		
80093257 BRC	OWN AND CALDWELL	2,003.85		

80093258 BRUNGARDT ENTERPRISES LLC		450.00
80093259 CARL MAXEY CENTER		
80093260 CASCADE COLUMBIA DISTRIBUTIO	2,523.39	
80093261 ANNIKKI CHAMBERLAIN	13,098.76	
80093262 CINTAS CORPORATION NO 3	194.02	
80093262 CINTAS CORPORATION NO 3 80093263 CITY SERVICE VALCON LLC 80093264 COMPUNET INC 80093265 STEVE CONNER	3,461.92	4,357.72 15,382.23
80093264 COMPUNET INC	400.00	
80093265 STEVE CONNER		15,382.23
80093266 CORTNER ARCHITECTURAL COMPAN	21,800.00	
80093267 CREEK AT QUALCHAN GOLF COURS		9,053.76
80093268 DALLY ENVIRONMENTAL LLC	2,623.12	
80093269 DELTA DENTAL OF WASHINGTON	31,464,36	
80093270 ECOCHEM ANALYTICS INC	833.74	
80093271 ELJAY OIL CO INC	4,103.06	
80093272 LUKE ESSER	7,000.00	
80093270 ECOCHEM ANALYTICS INC 80093271 ELJAY OIL CO INC 80093272 LUKE ESSER 80093273 FASTENAL CO 80093274 FINANCIAL CONSULTING SOLUTIO	2,187.16	
80093274 FINANCIAL CONSULTING SOLUTIO	11,666.25	
80093275 FLEETCOR TECHNOLOGIES INC	22,184.89	
80093276 GALLS LLC		2,765.10
80093277 HDR ENGINEERING INC	4,849.73	
80093278 HELENA AGRI-ENTERPRISES		7,222.25
80093279 HITACHI ZOSEN INOVA U.S.A. 80093280 HUBER TECHNOLOGY INC	18,000.00	
80093280 HUBER TECHNOLOGY INC	45,700.43	
80093281 INCAPSULATE LLC	109,734.07	
80093280 HUBER TECHNOLOGY INC 80093281 INCAPSULATE LLC 80093282 INLAND ENVIRONMENTAL RESOURC 80093283 JACOBS ENGINEERING GROUP INC 80093284 K & L GATES LLP	8,607.56	
80093283 JACOBS ENGINEERING GROUP INC	7,826.57	
80093284 K & L GATES LLP	469.80	
80093285 KAISER FOUNDATION HEALTH PLA		
80093286 KEMIRA WATER SOLUTIONS INC	66,742.19	
80093287 LUTHERAN COMMUNITY SERVICES		
80093288 MARTIN LUTHER KING JR FAMILY		
80093289 MURRAYSMITH INC 80093290 NORCO INC	20,174.50	
80093290 NORCO INC	411.42	
80093291 NORTHWEST OPEN ACCESS NETWOR	3,630.00	
80093292 OAC SERVICES INC	765.00	
80093293 OLIN CORPORATION	6,561.09	
80093294 OSBORN CONSULTING INC	80,155.52	
80093295 OXARC INC	60.68	
80093292 OAC SERVICES INC 80093293 OLIN CORPORATION 80093294 OSBORN CONSULTING INC 80093295 OXARC INC 80093296 PARAMETRIX INC 80093297 PARTNERS WITH FAMILIES & 80093298 PETE LIEN & SONS INC 80093299 PLANET TURE	22,196.49	
80093297 PARTNERS WITH FAMILIES &		
80093298 PETE LIEN & SONS INC	23,557.48	
		674.47
	6,000.00	
80093301 POINTE PEST CONTROL	1,464.71	

	OF SPOKANE CK RANGE/TOTAL		08/09/21 07:44 6
CHECK # VENDOR	CITY	LIBRARY	PARKS
80093302 POLYDYNE INC 80093303 PROCLAIM LIBERTY INC	18,354.42		
80093304 QUESTICA LTD	31,541.60		
80093305 RESOURCE SYNERGY LLC	613.99		
80093306 RIVER PARK SQUARE LLC	800.00		
80093307 RLO GOLF CARS INC			871.20
80093308 THE SALVATION ARMY			
80093309 SANDBAGGERS CLUB LLC			11,062.56
80093310 SEAL ANALYTICAL INC	41,690.82		
80093311 SHAMROCK MACHINING INC			1,312.35
80093312 SHI CORP	95,315.28		
80093313 SPOKANE PRO CARE INC	4,870.31		
80093314 SPRING ENVIRONMENTAL INC	8,566.61		

80093315 SUMMIT LAW GROUP PLLC	15,282.63		
80093316 SYSTEMS AND SOFTWARE INC	124,508.00		
80093317 T & T GOLF MANAGEMENT INC			20,313.69
80093318 TWO RIVERS TERMINAL LLC	8,510.52		
80093319 TWO WAY RADIO GEAR INC			4,667.50
80093320 WA STATE DEPT/TRANSPORTATION	124,521.37		
80093321 WEST CENTRAL COMMUNITY			
80093322 WESTERN STATES EQUIPMENT CO			330.27
80093323 WILBUR ELLIS COMPANY			2,168.08
80093324 WINSTON & CASHATT PS	82.50		
80093325 YWCA			
	4,614,650.10	60,226.66	87,931.25
	CITYWIDE	TOTAL:	6,931,517.40

Lease? NO Grant related? NO Public Work <u>Fiscal Impact</u> Expense \$ 7,840,240.99 # N/A Select \$ #	:40.99	
Contact Name/Phone MICHELLE HUGHES 6032 Contact E-Mail MHUGHES@SPOKANECITY.ORG Agenda Item Type Claim Item Agenda Item Name 5600-ACCOUNTING-PAYROLL Agenda Wording Report of the Mayor of pending payroll claims of previously approved Payroll check #560271 through check #560518 \$7,840,240.99 ,840,2 Summary (Background) N/A Lease? NO Grant related? NO Public Work Fiscal Impact Budget A Expense \$ 7,840,240.99 # N/A	Cross Ref # Project # Bid # Requisition d obligations throu 40.99	<u>#</u>
Contact Name/Phone MICHELLE HUGHES 6032 Contact E-Mail MHUGHES@SPOKANECITY.ORG Agenda Item Type Claim Item Agenda Item Name 5600-ACCOUNTING-PAYROLL Agenda Wording Report of the Mayor of pending payroll claims of previously approved Payroll check #560271 through check #560518 \$7,840,240.99 ,840,2 Summary (Background) N/A Lease? NO Grant related? NO Public Work Fiscal Impact Budget A Expense \$ 7,840,240.99 # N/A	Project # Bid # Requisition d obligations throu 40.99	<u>#</u>
Contact Name/Phone MICHELLE HUGHES 6032 Contact E-Mail MHUGHES@SPOKANECITY.ORG Agenda Item Type Claim Item Agenda Item Name 5600-ACCOUNTING-PAYROLL Agenda Wording Report of the Mayor of pending payroll claims of previously approved Payroll check #560271 through check #560518 \$7,840,240.99 ,840,2 Summary (Background) N/A Lease? NO Grant related? NO Public Work Fiscal Impact Budget A Expense \$ 7,840,240.99 # N/A	Project # Bid # Requisition d obligations throu 40.99	<u>#</u>
Agenda Item Type Claim Item Agenda Item Name 5600-ACCOUNTING-PAYROLL Agenda Wording Report of the Mayor of pending payroll claims of previously approved Payroll check #560271 through check #560518 \$7,840,240.99 ,840,2 Summary (Background) N/A Lease? NO Grant related? NO Public Work Fiscal Impact Budget A Expense \$7,840,240.99 # N/A	Requisition	
Agenda Item Name 5600-ACCOUNTING-PAYROLL Agenda Wording Report of the Mayor of pending payroll claims of previously approved Payroll check #560271 through check #560518 \$7,840,240.99 ,840,2 Summary (Background) N/A Lease? NO Grant related? NO Public Work Fiscal Impact Budget A Expense \$ 7,840,240.99 \$ 7,840,240.99 # N/A	d obligations throu 40.99	
Agenda Wording Report of the Mayor of pending payroll claims of previously approved Payroll check #560271 through check #560518 \$7,840,240.99 ,840,2 Summary (Background) N/A Lease? NO Grant related? NO Public Work Fiscal Impact Budget A Expense \$ 7,840,240.99 \$ 7,840,240.99 # N/A	:40.99	ıgh: August 7, 2021.
Report of the Mayor of pending payroll claims of previously approved Payroll check #560271 through check #560518 \$7,840,240.99 ,840,2 Summary (Background) N/A Lease? NO Grant related? NO Public Work Fiscal Impact Expense \$ 7,840,240.99 # N/A	:40.99	ugh: August 7, 2021.
Fiscal Impact Budget A Expense \$ 7,840,240.99 # N/A Select \$ #		
Expense \$ 7,840,240.99 # N/A Select \$ #		
Select \$ #		
· · · · · · · · · · · · · · · · · · ·		
Select \$ #		
Approvals Council N	Notifications	
Dept Head HUGHES, MICHELLE Study Ses	sion\Other	
Division Director WALLACE, TONYA Council Sp	ponsor	
FinanceHUGHES, MICHELLEDistribution	on List	
Legal PICCOLO, MIKE		
For the Mayor ORMSBY, MICHAEL		
Additional Approvals		
Purchasing		

PAYROLL RECAP BY FUND PAY PERIOD ENDING AUGUST 7, 2021

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	11,208.00
0230	CIVIL SERVICE	33,647.85
0260	CITY CLERK	16,313.61
0320		48,010.82
0330 0370	PUBLIC AFFAIRS / COMMUNICATIONS ENGINEERING SERVICES	62,117.91 180,708.13
0370	FINANCE	
		36,478.40
0430	GRANTS MNGMT & FINANCIAL ASSIST	11,554.40
0450	CD/HS DIVISION	16,787.00
0470	HISTORIC PRESERVATION	6,603.20
0500	LEGAL	128,692.08
0520	MAYOR	24,812.80
0550	NEIGHBORHOOD SERVICES	10,978.40
05601	MUNICIPAL COURT	109,924.24
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	6,834.40
0620	HUMAN RESOURCES	28,204.80
0650	PLANNING SERVICES	41,733.97
0680	POLICE	1,752,806.33
0690	PROBATION SERVICES	35,675.22
0700	PUBLIC DEFENDERS	85,265.18
0750	ECONOMIC DEVELOPMENT	0.00
0860	TREASURER	0.00
	TOTAL GENERAL FUND	2,648,356.74

1100 STREET 249,190.54 1200 CODE ENFORCEMENT 50,417.07 1300 LIBRARY 182,464.40 1390 URBAN FORESTRY FUND 0.00 1400 PARKS AND RECREATION 394,477.46 1460 PARKING METER 35,110.01 1510 LAW ENFORCEMENT INFO SYSTEM FUND 0.00 1620 PUBLIC SAFETY & JUDICIAL GRANT 13,399.72 1625 PUBLIC SAFETY PERSONNEL 127,740.43 1630 COMBINED COMMUNICATIONS CENTER 47,888.36 1680 CD/HS 59,385.65 1970 EMS FUND 1,664,065.55 4100 WATER 440,255.80 4250 INTEGRATED CAPITAL FUND 44,225.44 4300 SEWER 537,984.07 4480 REFUSE 0.00 4600 GOLF 58,593.08 4700 GENERAL SERVICES FUND 157,247.10 5100 FLEET SERVICE 99,607.33 5200 PUBLIC WORKS & UTILITY FUND 46,435.15	FUND	FUND NAME	TOTAL
1300 LIBRARY 182,464,40 1390 URBAN FORESTRY FUND 0.00 1400 PARKS AND RECREATION 394,477,46 1460 PARKING METER 35,110.01 1510 LAW ENFORCEMENT INFO SYSTEM FUND 0.00 1620 PUBLIC SAFETY & JUDICIAL GRANT 13,399,72 1625 PUBLIC SAFETY PERSONNEL 127,740,43 1630 COMBINED COMMUNICATIONS CENTER 47,888.36 1680 CD/HS 59,385.65 1970 EMS FUND 1,664,065.55 4100 WATER 440,255.80 4250 INTEGRATED CAPITAL FUND 44,225.44 4300 SEWER 537,984.07 4480 REFUSE 542,779.20 4490 SOLID WASTE 0.00 4530 LANDFILLS 0.00 4600 GOLF 58,593.08 4700 GENERAL SERVICES FUND 157,247.10 5100 FLEET SERVICE 99,607.33 5200 PUBLIC WORKS & UTILITY FUND 46,435.15 53	1100	STREET	249,190.54
1390 URBAN FORESTRY FUND 0.00 1400 PARKS AND RECREATION 394,477.46 1460 PARKING METER 35,110.01 1510 LAW ENFORCEMENT INFO SYSTEM FUND 0.00 1620 PUBLIC SAFETY & JUDICIAL GRANT 13,399.72 1625 PUBLIC SAFETY PERSONNEL 127,740.43 1630 COMBINED COMMUNICATIONS CENTER 47,888.36 1680 CD/HS 59,385.65 1970 EMS FUND 1,664.065.55 4100 WATER 440,255.80 4250 INTEGRATED CAPITAL FUND 44,225.44 4300 SEWER 537,984.07 4480 REFUSE 542,779.20 4490 SOLID WASTE 0.00 4530 LANDFILLS 0.00 4600 GOLF 58,593.08 4700 GENERAL SERVICES FUND 157,247.10 5100 FLEET SERVICE 99,607.33 5200 PUBLIC WORKS & UTILITY FUND 46,435.15 5300 MIS 176,811.23 5400 </td <td>1200</td> <td>CODE ENFORCEMENT</td> <td>50,417.07</td>	1200	CODE ENFORCEMENT	50,417.07
1400 PARKS AND RECREATION 394,477.46 1460 PARKING METER 35,110.01 1510 LAW ENFORCEMENT INFO SYSTEM FUND 0.00 1620 PUBLIC SAFETY & JUDICIAL GRANT 13,399.72 1625 PUBLIC SAFETY PERSONNEL 127,740.43 1630 COMBINED COMMUNICATIONS CENTER 47,888.36 1680 CD/HS 59,385.65 1970 EMS FUND 1,664,065.55 4100 WATER 440,255.80 4250 INTEGRATED CAPITAL FUND 44,225.44 4300 SEWER 537,984.07 4480 REFUSE 542,779.20 4490 SOLID WASTE 0.00 4600 GOLF 58,593.08 4700 GENERAL SERVICES FUND 157,247.10 5100 FLEET SERVICE 99,607.33 5200 PUBLIC WORKS & UTILITY FUND 46,435.15 5300 MIS 176,811.23 5400 REPROGRAPHICS 9,105.60 5500 PURCHASING 20,116.80 56	1300	LIBRARY	182,464.40
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5810 WORKER'S COMPENSATION 17,214.56 5830 SELF-FUNDED MEDICAL/DENTAL 9,164.80 5900 ASSET MANAGEMENT 26,248.14	5700	MY SPOKANE	27,904.85
5830 SELF-FUNDED MEDICAL/DENTAL 9,164.80 5900 ASSET MANAGEMENT 26,248.14	5750	PROJECT MANAGEMENT OFFICE	25,523.20
5900 ASSET MANAGEMENT 26,248.14	5810	WORKER'S COMPENSATION	17,214.56
	5830	SELF-FUNDED MEDICAL/DENTAL	9,164.80
	5900	ASSET MANAGEMENT	26,248.14
6060 CITY RETIREMENT 11,236.00	6060	CITY RETIREMENT	11,236.00
6750 REGIONAL PLAN 0.00	6750	REGIONAL PLAN	0.00

TOTAL

7,840,240.99

MINUTES OF SPOKANE CITY COUNCIL

Monday, July 26, 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 3:35 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 <u>https://my.spokanecity.org/citycable5/live</u>, 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 also participated in the meeting via WebEx. Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.)

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

Advance Agenda Review

The City Council received an overview from staff on the August 2, 2021, Advance Agenda items.

Final Reading Ordinance C36088

Motion by Council Member Mumm, seconded by Council Member Wilkerson, **to substitute** Special Budget Ordinance C36088—relating to the adoption of a wildlandurban interface code—with updated version; **carried unanimously.**

Action to Approve August 2, 2021, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the August 2, 2021, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

Motion by Council Member Kinnear, seconded by Council Member Wilkerson, **to approve** the Advance Agenda for Monday, August 2, 2021, as amended; **carried unanimously.**

ADMINISTRATIVE SESSION

Current Agenda Review

The City Council reviewed changes to the July 26, 2021, Current Agenda.

Suspension of Council Rules

Motion by Council Member Wilkerson, seconded by Council Member Mumm, to **suspend** the Council Rules for purposes of adjusting the agenda today; **carried unanimously**.

Resolution 2021-0066

Motion by Council Member Wilkerson, seconded by Council Member Mumm, **to add** Resolution 2021-0066 to the (July 26) Legislative Agenda; **carried unanimously**.

Emergency Ordinance C36082

Motion by Council Member Kinnear, seconded by Council Member Wilkerson, **to substitute** Emergency Ordinance C36082—amending the policy framework for the City's homeless response system—with new version circulated to City Council; **carried unanimously**.

Resolution 2021-0062

Motion by Council Member Kinnear, seconded by Council Member Burke, **to substitute** the Implementation Plan under Resolution 2021-0062 with the draft circulated this afternoon (July 26); **carried unanimously.**

<u>Contract Amendment with Spokane Community Oriented Policing Services (C.O.P.S.)</u> (OPR 2020-0306) (Deferred from July 19, 2021, Agenda) **Motion** by Council Member Stratton, seconded by Council Member Mumm, **to substitute** the C.O.P.S. contract with the amended version; **carried unanimously**.

Emergency Ordinance C36091

Motion by Council Member Kinnear, seconded by Council Member Wilkerson, **to add** Emergency Ordinance C36091 to the (July 26) Legislative Agenda; **carried unanimously**.

CONSENT AGENDA

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

Low Bid of LaRiviere, Inc. (Rathdrum, ID) for the Cochran Basin Conveyance - Downriver Golf Course—\$1,264,676. An administrative reserve of \$126,467.60, which is 10% of the contract price, will be set aside. (Council Sponsor: Council President Beggs) (OPR 2021-0477 / ENG 2018060)

Acceptance of an \$889,125 grant award from the Office of Homeless Youth and permission for CHHS to subgrant funds to SNAP and VOA for the period of July 1, 2021 through December 21, 2021. An RFP will be conducted for the remaining funding for January 1, 2022 through June 30, 2023. (Council Sponsor: Council Member Stratton) (OPR 2021-0478)

Contract Amendment/Extension with KPFF Consulting Engineers (Seattle, WA) for Phase II of the Fish Lake Trail Connection Study including additional City funds to cover cost of evaluating a fifth trail alignment—\$82,355. Total Contract Amount: \$266,206. (Council Sponsor: Council President Beggs) (OPR 202-0096 / ENG 2016089)

Acceptance of grant award through FEMA/Homeland Security (Grant ID EMW-2020-FG-15438)—\$82,994.29 with a 10% match from local funds. (Relates to Special Budget Ordinance C36083) (Council Sponsor: Council Member Kinnear) (OPR 2021-0479)

Memorandum of Understanding Agreement between Spokane County and City of Spokane to apply and split 2021 Fiscal Year Edward Byrne Memorial JAG Grant totaling \$176,381. (Council Sponsor: Council Member Kinnear) (OPR 2021-0481)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through July 19, 2021, total \$9,439,188.75, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$8,659,336.64. (CPR 2021-0002)

City Council Meeting Minutes: July 12, 2021. (CPR 2021-0013)

Contract Amendment (as substituted above) with Spokane Community Oriented Policing Services (C.O.P.S.) detailing the agreed upon additional services, term, and cost—\$56,250 for 2021, \$135,000 for 2022, and \$67,500 for 2023. Total additional amount not to exceed \$258,750. (Deferred from July 19, 2021, Agenda) (OPR 2020-0306)

Council Recess/Executive Session

The City Council adjourned into an Executive Session at 4:31 p.m. to discuss litigation and potential litigation. City Attorney Mike Ormsby and Assistant City Attorney Mike Piccolo were present for the Executive Session. The Executive session ended at 4:55 p.m. at which time the Briefing Session was adjourned. The City Council reconvened at 6:03 p.m. for the Legislative Session.

LEGISLATIVE SESSION

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.)

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

There were no **Appointments**.

COUNCIL SALUTATION

Recognition of Finn Baker

Council President Beggs presented a Council Salutation in recognition of Finn Baker who was instrumental in getting a new wheels park in Riverfront Park. The City Council on behalf of the citizens and community members of Spokane salutes Mr. Baker for their service to the community and the citizens of Spokane.

There was no City Administrative Report.

There were no **Council Committee Reports**.

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCE

Special Budget Ordinance C36083 (Sponsor: Council Member Kinnear)

After an opportunity for public testimony, with none provided, and an opportunity for Council commentary, the following action occurred:

Upon Unanimous Roll Call Vote, the City Council **passed Special Budget Ordinance C36083** 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:

That in the budget of the Fire Grants Misc. Fund and the budget annexed thereto with reference to the Fire Grants Misc. Fund, the following changes be made:

- 1) Increase revenue by \$82,995
 - a. Revenue increase due to awarded grant funding through FEMA-Dept of Homeland Security.
- 2) Increase appropriations by \$82,995
 - a. Increase in appropriations to be used for the registration and travel costs of various training opportunities.

(This action accepts grant funding to be used towards training and travel related costs.) (Relates to OPR 2021-0479 under the Consent Agenda)

Ayes:	Beggs, Burke, Wilkerson	Cathcart,	Kinnear,	Mumm,	Stratton, and	ł
Nays: Abstain: Absent:	None None None					

Special Budget Ordinance C36085 (Sponsors: Council Members Kinnear and Stratton)

After an opportunity for public testimony, with none provided, and an opportunity for Council commentary, the following action occurred:

Upon Unanimous Roll Call Vote, the City Council **passed Special Budget Ordinance C36085** 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:

Parking Fund

FROM: Parking - Processing Fee, \$16,630; TO: Parking – Clerk II, same amount.

(This action funds a new Clerk II position in Parking Services to manage existing and future permit types.)

Ayes:	Beggs, Wilkerso	Cathcart,	Kinnear,	Mumm,	Stratton,	and
Nays: Abstain: Absent:	None None None					

Special Budget Ordinance C36086 (Sponsors: Council Members Kinnear and Stratton)

After receiving public testimony and Council commentary, the following action occurred:

Upon 6-1 Unanimous Roll Call Vote, the City Council **passed Special Budget Ordinance C36086** 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:

Parking Fund

FROM: Various accounts, \$35,716;

TO: Various accounts, same amount.

(This action budgets for a new Parking Enforcement Specialist position.)

Ayes:	Beggs, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson
Nays:	Burke
Abstain:	None
Absent:	None

Special Budget Ordinance C36087 (Sponsor: Council Member Kinnear)

After an opportunity for public testimony, with none provided, and an opportunity for Council commentary, the following action occurred:

Upon Unanimous Roll Call Vote, the City Council **passed Special Budget Ordinance C36087** 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:

General Fund FROM: Planning Services, various accounts, \$190,000; TO: Planning Services Admin, Contractual Services, same amount.

(This action funds consulting services and the Planning Director recruitment.)

Ayes:Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and
WilkersonNays:NoneAbstain:NoneAbsent:None

EMERGENCY ORDINANCES

Emergency Ordinance C36082 (as amended during the 3:30 p.m. Administrative Session) (Council Sponsor: Council Member Kinnear)

Subsequent to an introduction by Council President Beggs and an overview by Council Member Kinnear, public testimony, and Council commentary, the following action was taken:

Upon 6-1 Roll Call Vote, the City Council **passed Emergency Ordinance C36082** amending the policy framework for the City's homeless response system; amending section 18.05.030 of the Spokane Municipal Code; and declaring an emergency.

Ayes:	Beggs, Burke, Kinnear, Mumm, Stratton, and Wilkerson
Nays:	Cathcart
Abstain:	None
Absent:	None

Emergency Ordinance C36091 (Council Sponsors: Council President Beggs and Council Member Kinnear)

Subsequent to an overview by Council President Beggs, public testimony, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Emergency Ordinance C36091** clarifying the authority of certain officials to write civil infractions relating to their regulatory functions, amending sections 17D.060.070, 13.02.0206, 17F.080.040, 16A.07.010, 12.06A.020, 12.06A.030, 12.06A.040, 12.06A.050, 03.01A.253, 17F.040.160 and 10.24A.020 of the Spokane Municipal Code and declaring an emergency.

Ayes:	Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, Wilkerson	and
Nays:	None	
Abstain:	None	
Absent:	None	

RESOLUTIONS

Resolution 2021-0062 (as substituted during the 3:30 p.m. Administrative Session) (Council Sponsors: Council President Beggs and Council Member Kinnear) Subsequent to an overview of Resolution 2021-0062 by Assistant Planner Maren Murphy, public testimony, and Council commentary, the following action occurred:

Motion by Council Member Cathcart, seconded by Council Member Burke, **to amend** Section II, the action Council can take without the Plan Commission, to include No. 1: "In accordance with RCW 36.70A.390, enact an emergency interim official control ordinance expressly allowing for up to four units attached in any residential zone along with necessary modifications to land use dimensional standards to accommodate these enhanced housing options." **Motion carried 4-3**.

Ayes:	Burke, Cathcart, Stratton, and Wilkerson
Nays:	Beggs, Kinnear, and Mumm
Abstain:	None
Absent:	None

Addition Council commentary was held, after which the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2021-0062** adopting the City of Spokane Housing Action Plan as a guide for future housing planning, policy development and regulatory and programmatic implementation measures, and to increase housing options that are affordable and accessible for people and families of all incomes.

Ayes:	Beggs, Burke, Wilkerson	Cathcart,	Kinnear,	Mumm,	Stratton,	and
Nays: Abstain: Absent:	None None None					

Resolution 2021-0063 (CR: OPR 2021-0480) (Council Sponsor: Council Member Kinnear)

After an opportunity for public testimony, with none provided, and an opportunity for Council commentary, the following action occurred:

Upon Unanimous Roll Call Vote, the City Council adopted Resolution 2021-0063 declaring Rebound a sole source provider to establish and

implement a network-based system of medical service providers for management of the treatment of orthopedic injuries for current and retired employees. To help reduce injury-related costs, streamline the management of injury treatment and rehabilitation, and lead to the implementation of a sustainable and efficient health, fitness, and performance programming for the Spokane City Fire Department and authorizing a contract with Rebound for said services for a base two-year term with three optional renewals—\$170,000 (excl. tax).

Ayes:	Beggs, Burke, Wilkerson	Cathcart,	Kinnear,	Mumm,	Stratton,	and
Nays: Abstain: Absent:	None None None					

Resolution 2021-0064

Subsequent to an introduction of Resolution 2021-0064 by Council President Beggs, public testimony, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2021-0064** requesting the Spokane County Auditor to hold a special election on November 2, 2021, in conjunction with the scheduled general election to submit to the voters of the City of Spokane a proposition regarding an amendment to the Spokane City Charter relating to adoption of the Spokane Cleaner Energy Protection Act.

Ayes:	Beggs, Wilkerso	Cathcart,	Kinnear,	Mumm,	Stratton,	and
Nays: Abstain: Absent:	None None None					

Resolution 2021-0066

Subsequent to a full reading of Resolution 2021-0066 by the City Clerk, an overview of the resolution by Council President Beggs, public testimony, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Resolution 2021-0066** expressing support for Catholic Charities of Eastern Washington's application for funding through the Washington Department of Commerce's Rapid Capital Housing Acquisition grant program via the Washington Housing Trust Fund and pledging future approval of matching funds and contract support to assist in the grant application.

Ayes:	Beggs, Burke, Wilkerson	Cathcart,	Kinnear,	Mumm,	Stratton,	and
Nays:	None					
Abstain:	None					
Absent:	None					

FINAL READING ORDINANCES

For action on Final Reading Ordinance C36080, see section of minutes under "Hearings."

FIRST READING ORDINANCES

The following Ordinances were read for the first time. There was an opportunity for public testimony, with none provided. Further action is deferred on the ordinance.

- **ORD C36088** Relating to the adoption of a wildland-urban interface code; adopting a new chapter to Title 17 of the Spokane Municipal Code designated as Chapter 17F.110 SMC. (Council Sponsor: Council Member Kinnear)
- ORD C36089 Relating to the fire code; amending SMC sections 8.02.0207, 8.02.0226, 8.02.034, 8.02.0615, 8.02.0617 and 17F.080.010 of the Spokane Municipal Code. (Council Sponsor: Council Member Kinnear)

There were no **Special Considerations**.

HEARINGS

Hearing on Final Reading Ordinance C36080 (Council Sponsor: Council Member Kinnear)

The City Council held a hearing on Final Reading Ordinance C36080 amending the City of Spokane's Comprehensive Plan by repealing "Fast Forward Spokane Downtown Plan Update" passed on December 22, 2008; and adopting a new subarea plan, "Spokane Downtown Plan." Subsequent to a presentation by Assistant Planner Nathan Gwinn, the following action was taken:

Motion by Council Member Wilkerson, seconded by Council Member Mumm, **to add in omissions** as explained by Mr. Gwinn; **carried unanimously.** (See attachment to minutes – Memo to City Council Members from Nathan Gwinn, Assistant Planner, dated July 1, 2021.) Public testimony was received and Council commentary ensued. The following action was then taken:

Upon 6-1 Roll Call Vote, the City Council **passed Final Reading Ordinance C36080** amending the City of Spokane's Comprehensive Plan by repealing "Fast Forward Spokane Downtown Plan Update" passed on December 22, 2008; and adopting a new subarea plan, "Spokane Downtown Plan."

Ayes:Beggs, Burke, Cathcart, Kinnear, Mumm, and WilkersonNays:StrattonAbstain:NoneAbsent:None

OPEN FORUM

The following individuals spoke during Open Forum:

- Nicolette Ocheltree
- Joan Medina
- Ken Lee

POINT OF PRIVILEGE

Council President Beggs announced that he is taking some intermittent medical leave in August and September to complete chemotherapy and radiation treatment. He noted that this past June, he joined millions of Americans who have been diagnosed with cancer and he is working toward eradicating it.

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 9:30 p.m.

Minutes prepared and submitted for publication in the August 11, 2021, issue of the *Official Gazette*.

Terri Pfister Spokane City Clerk Approved by Spokane City Council on _____, 2021.

Breean Beggs City Council President





PLANNING & ECONOMIC DEVELOPMENT 808 W. SPOKANE FALLS BLVD. SPOKANE, WASHINGTON 99201-3329 509.625.6500 MY.SPOKANECITY.ORG

To: City Council Members

From: Nathan Gwinn, Assistant Planner

Date: July 1, 2021

Re: Corrections to Errors in Spokane Downtown Plan Draft

The planning team identified two drafting errors in the Plan Commission's May 12, 2021, hearing draft. These items, described below and attached, were simply left out in preparing the draft. I recommend correcting the errors by including these items in the final plan:

- Include the missing 2 sections from the previous February draft document: "The Plan," and "Implementation and Monitoring" in the Executive Summary on Page 5 of the plan. These are short descriptions that correspond to the descriptions of the other sections in the Executive Summary. The descriptions of these two sections were left out of the April draft by mistake.
- Include the **Upper and Lower Spokane Falls** as cultural sites to Figure 22, Cultural Sites Map on **Page 63** of the plan. The labels over these sites on the map would ensure they are included as sites of cultural significance, along with other places shown on that map.

The pages affected and insertions are shown with <u>underlined text</u>, attached.

SPOKANE Agenda Shee	et for City Council	Meeting of:	Date Rec	:'d	8/4/2021
08/23/2021			Clerk's F	ile #	ORD C36094
			Renews	#	
Submitting Dept	HISTORIC PRESERVA	ΓΙΟΝ	Cross Re	f #	
Contact Name/Phone	KRIS BECKER	X6392	Project #		
Contact E-Mail	KBECKER@SPOKANE	CITY.ORG	Bid #	-	
Agenda Item Type	Special Budget Ordin	ance	Requisiti	on #	
Agenda Item Name	0470 - SBO FOR HIST	ORIC PRESERVAT	ION SECOND F	POSITIO	N
SBO to convert the existing					
Summary (Backgrou	<u>nd)</u>				
Funding for a second position	on in Historic Preservatio	n was approved i	n the 2021 bu	dget.	
		Dublic Micro	-2 NO		
	ant related? NO	Public Work			
<u>Fiscal Impact</u>	ant related? NO	<u>Budget A</u>	ccount	80	
Fiscal ImpactExpense\$ 29,703	ant related? NO	Budget A # 0470-536	.ccount 10-58620-082		
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Briefing Paper Public Safety and Community Health

Division & Department:	Community and Economic Development – Historic Preservation		
Subject:	SBO for Historic Preservation Second Position		
Date:	7/23/2021		
Author (email & phone):	Kris Becker kbecker@spokanecity.org 625-6392		
City Council Sponsor:	Lori Kinnear		
Executive Sponsor:	Kris Becker, Interim Director, CED		
Committee(s) Impacted:	Public Safety and Community Health		
Type of Agenda item:	Consent Discussion Strategic Initiative		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget, Comprehensive Plan (Chapter 8)		
Strategic Initiative:	Economic Development – Ensure businesses, both new and existing feel connected and valued in our community to continue economic growth		
Deadline:			
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of SBO		
properties listed on the Spokar Addition Local Historic District District). With the number of p undertaken by the department continue exploring economic d needs additional professional s City Council passed an SBO ear Preservation. The department position in order to utilize the e hiring. An SBO is required to el position. This change is cost ne	lier this year to create a second full-time exempt position in Historic would like to convert this exempt position to a classified Civil Service existing job classification of Planning Specialist for recruitment and liminate the existing exempt position and create a new classified		
 <u>Executive Summary:</u> Funding for a second position in Historic Preservation was approved in the 2021 budget. An SBO is required to convert the existing exempt position to a classified Civil Service position. 			
Budget Impact: Approved in current year budget? Yes Annual/Reoccurring expenditure? Yes If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)			

<u>Operations Impact:</u> Consistent with current operations/policy? Requires change in current operations/policy? Specify changes required: Known challenges/barriers:



ORDINANCE NO C36094

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

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

The City of Spokane does ordain:

TO:

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:	0470-53610 58620-08280	Historic Preservation Historic Preservation Specialist (pos# 828001, from 1 to 0 position)	\$ 29,703
	0470-53610 58620-02250	Historic Preservation Planning Specialist (from 0 to 1 pos # 225)	\$ 29,703

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to reclass the vacant Historic Preservation Specialist position to a Planning Specialist position, 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 Ci	ty Attorney	
Mayor		Date

Effective Date

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	6/30/2021
08/16/2021		Clerk's File #	ORD C36092
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BREEAN BEGGS 625-6210	Project #	
Contact E-Mail	BBEGGS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Emergency Ordinance	Requisition #	
Agenda Item Name	0320 - AMENDING CRITERIA AND PROCESS FOR CONSIDERING IMPACT		NG IMPACT FEE
	EXEMPTION		

Agenda Wording

An ordinance amending the conditions upon which the City will grant exemptions from transportation impact fees; amending sections 07.08.010 and 17D.075.060 of the Spokane Municipal Code; and declaring an emergency.

Summary (Background)

An ordinance amending the process and criteria by which the impact fee exemptions are considered and granted.

Lease?	NO	Grant related? NO	Public Works? NO		
Fiscal Impact			Budget Account		
Neutral	\$		#		
Select	\$		#		
Select	\$		#		
Select	\$		#		
Approv	<u>vals</u>		Council Notification	S	
Dept He	ad	ALLERS, HANNAHLEE	Study Session\Other	PIES Comm. 7/26/2021	
Division	n Director		Council Sponsor	CP Beggs	
Finance		WALLACE, TONYA	Distribution List		
<u>Legal</u>		PICCOLO, MIKE			
For the	<u>Mayor</u>	PICCOLO, MIKE			
Additional Approvals		ls			
Purchas	sing				

ORDINANCE NO. C36092

An ordinance amending the conditions upon which the City will grant exemptions from transportation impact fees; amending sections 07.08.010 and 17D.075.060 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, the economic disruption caused by COVID-19 has focused new attention on the fiscal situation of all cities, and Spokane is no exception; and

WHEREAS, transportation impact fees are imposed to help pay for infrastructure that is required for new development throughout the City; and

WHEREAS, existing City law allows for some exemptions from impact fees, but state law requires that the impact fees be paid regardless, essentially shifting the obligation to pay impact fees from the developer requiring additional infrastructure onto the City's general fund; and

WHEREAS, the City Council finds that it is not in the public interest or the City's fiscal interest to allow the obligation to pay transportation impact fees to be shifted from the development activity onto the City's general fund; and

WHEREAS, the City Council previously imposed a moratorium on the granting of exemptions from impact fees, which expired on October 17, 2020; and

WHEREAS, without City Council action, it is likely that all transportation impact fee exemption applications which fall within the terms of SMC 17D.075.060 will be granted, thereby imposing potentially hundreds of thousands of dollars in payment obligations onto the City's general fund.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 07.08.010 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.010 General Fund and Reserve Accounts – Establishment

- A. There is established a "general fund" into which all sums of money collected by the City for any purpose whatsoever shall be deposited unless otherwise provided by ordinance directing the deposit into some specific fund other than the general fund.
- B. There is established within the general fund a revenue stabilization account which shall consist of a specific portion of the unappropriated general fund balance as determined by this section and which shall be used for the revenue stabilization for future city operations and to fund ordinary and ongoing city activities that would otherwise be reduced in scope, suspended, or eliminated due to unanticipated

shortfalls in general fund revenues. The revenue stabilization account and other dedicated reserve accounts listed in 07.08.010 shall be funded as follows.

- 1. At the conclusion of each and every fiscal year, that year's positive general fund variance, net of unrealized gains/losses, shall be automatically transferred into the dedicated reserve accounts in the following order until such time as the dedicated reserve accounts are funded to the targeted funding level as listed in this section:
 - a. Contingency reserve account;
 - b. Revenue stabilization account;
 - c. Strategic reserve account.
- 2. Additional funds may be added to the revenue stabilization account during the ensuing fiscal year when approved by the city council.
- 3. The targeted funding level for revenue stabilization account shall initially be three and one-half percent (3.5%) of current-year budgeted general fund revenues.
 - a. Annually during each budget cycle, the chief financial officer, or designee, shall report to the city council on the revenue stabilization account including current and proposed future funding levels consistent with revenue growth projected in the City's longterm general fund financial forecast and a discussion of investment activity within the account for the period and investment planning in place for future periods. This annual report shall also include analysis and consideration of the proper targeted funding level going forward in relation to changing conditions and prudent fiscal practices.
 - b. Disbursements from the revenue stabilization account may be made to mitigate a general fund revenue shortfall deemed by the city council, in consultation with the chief financial officer or designee to meet the following criteria:
 - i. The revenue shortfall results from revenue collections considered to be materially short of the amount budgeted, or the revenue shortfall results from projected baseline (existing) budgeted revenues for any ensuing year increasing by less than the assumed long-term revenue growth rate in the City's six-year general fund projection for the immediate year; and
 - ii. The revenue shortfall is expected to persist through the end of the fiscal year; and

- iii. The revenue shortfall is reasonably expected to persist for a period no longer than three (3) years. A revenue shortfall expected to persist beyond three (3) years shall be directly addressed in the current annual budget process through longterm budget measures.
- c. Disbursements from the revenue stabilization account may include amounts budgeted in the general fund to supplement revenue shortfalls that occur in other City funds.
- d. Appropriation from the revenue stabilization account is by the standard special budget ordinance procedure.
- C. There is established within the general fund a contingency reserve account which shall consist of a specific portion of the unappropriated general fund balance.
 - 1. Annual allocations to the contingency reserve account shall be in accordance with SMC 07.08.010(B)(1).
 - 2. Additional funds may be added to the contingency reserve account in such amounts and at such additional times during the ensuing fiscal year when approved by the city council.
 - 3. The targeted funding level within the contingency reserve account shall be ten percent (10%) of current-year budgeted general fund expenditures.

During each budget cycle, the chief financial officer, or designee, shall report to the city council on the contingency reserve account including current and estimated future funding levels consistent with the City's long-term general fund financial forecast. This annual report shall include analysis and consideration of the proper targeted funding level in relation to changing conditions and prudent fiscal practices.

- 4. Disbursements from the contingency reserve account are for the purpose of meeting extraordinary expenditures as deemed by the city council, in consultation with the chief financial officer or designee, to meet the following criteria:
 - a. Unforeseen circumstances arising after the adoption of the annual budget which require an unavoidable and non-continuing allocation; or
 - b. Unforeseen emergency threatening health and/or safety of the citizens; or

- c. Unanticipated non-continuing expenses are needed to fulfill an unfunded legislative mandate; or
- d. Significant operating efficiencies can be achieved resulting in clearly identified near-term and offsetting cost savings.
- 5. Appropriation from the contingency reserve account is by the standard special budget ordinance procedure.
- D. There is established within the general fund a strategic reserve account which shall consist of a specific portion of the unappropriated general fund balance.
 - 1. Annual allocations to the strategic reserve account shall be in accordance with SMC 07.08.010(B)(1).
 - 2. Additional funds may be added to the strategic reserve account during the year when approved by the city council.
 - 3. The targeted funding level within the strategic reserve account shall initially be 1% of current year budgeted general fund expenditures.
 - 4. Disbursements from the strategic reserve account may be made for the following purposes.
 - a. To fund a strategic program or initiative in the areas of housing, environmental protection, innovation((, or));
 - b. <u>To fund impact fee waiver exemptions subject to the following</u> requirements:
 - i. <u>Located within the boundaries of the Northeast</u> <u>Public Development Authority or the West</u> <u>Plains/Airport Area Public Development Authority</u> <u>area;</u>
 - <u>ii.</u> <u>Submission of a completed request for an</u> <u>exemption of a form provided by the Planning</u> <u>Director; and</u>
 - iii. Achievement of at least thirty percent (30%) of the total points available on the impact fee exemption matrix provided in Table 07.08.010T; and

((b.))<u>c. to fund</u> ((Any))<u>any</u> other project, program, or initiative determined by City Council to be of strategic significance to the City or its people.

5. Appropriation from the strategic reserve account is by the standard special budget ordinance procedure or funds may be appropriated as part of the annual budget process.

- E. During such time that the revenue stabilization, contingency reserve and strategic reserve accounts are at the targeted funding levels, any unappropriated fund balance in ensuing years should first be used to pay for existing obligations rather than to fund new programs.
- F. The transfers required by SMC 07.08.010(B)(1), (C)(1) and (D)(1) shall be accomplished as part of the year-end closing process.

Section 2. That section 17D.075.060 of the Spokane Municipal Code is amended to read as follows:

Section 17D.075.060 Exemptions

- A. The City Council finds that <u>some</u> development ((of (i) manufacturing and production facilities (see SMC 17C.190.320), (ii) industrial service (see SMC 17C.190.310), (iii) warehouse and freight movement (see SMC 17C.190.340), (iv) hotels and motels, (v) office uses (see SMC 17C.190.250), and (vi) residential household living uses (see SMC 17C.190.110))) within the boundaries of the Northeast Public Development Authority ((and the West Plains/Airport Area Public Development Authority)) may, in the appropriate circumstances, have broad public purposes and therefore may be <u>considered for</u> ((exempted)) <u>exemption</u> from the payment of impact fees within the process provided by this section and as provided by SMC 07.08.010.
- B. Requests for the exemptions set forth in subsection A of this Section 17D.075.060 shall be submitted to the Department on such forms as the Director may provide. The Director shall make a threshold determination whether the particular development activity described in the request for an exemption falls within the parameters of SMC ((17D.075.060(A)))07.08.010(D)(4)(b) (as more specifically detailed in Table 07.08.010-1) and whether funds are available. If so, the Director shall provide a recommendation to the City Council concerning the request for an exemption, which Council may grant or deny in an open public meeting. The exemption amount will be equal to the percentage of the total points available the project application receives, according to Table 07.08.010-1, provided that the application receives at least 30% of the available points.
- C. The impact fee for an exempt development shall be calculated as provided for in this Chapter and paid with ((public))the strategic reserve account ((funds other than the impact fee account))as provided for in SMC 07.08.010(D)(4). Such payment may be made by including such amount(s) in the public share of system improvements undertaken within the applicable service area.
- D. On an annual basis, simultaneous with the report required under Section 17D.075.100, the Director shall provide a report to the council regarding the exemptions approved under this Section and the status of ((public funds))the

strategic reserve account that is available to pay the impact fees that would have otherwise been paid by the exempted development activity.

Section 3. That this ordinance is necessary for the immediate preservation of the City and its existing public institutions, and therefore is effective immediately upon passage by the vote of one more than a majority of the members of the City Council, pursuant to Section 19 of the Spokane City Charter.

PASSED by the City Council on	
	Council President
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Mayor	Date
	Effective Date

Table 07.08.010-1	
Criteria	Total Points Available
City Property Tax, Sales Tax (Retail and Construction), Utility Taxes, Utility	
Revenues (over a three-year period):	
 Exceeds \$1 million (30 points) 	
 Between \$750,000 and \$999,999 (25 points) 	
 Between \$500,000 and \$749,999 (20 points) 	
 Between \$250,000 and \$499,000 (15 points) 	30
Number of new jobs anticipated to be created by the project:	
 > 100 (10 points) 	
 75 to 99 (8 points) 	
• 50 to 74 (6 points)	
• 25 to 49 (4 points)	
• 1 to 24 (2 points)	
Living wage creation multiplier (multiply the "number of new jobs" score	
above by the following multiplier corresponding to the percentage of new	
jobs which pay > 130% of the median per capita income):	
• 80% to 100%: 6x	
• 60% to 79%: 5x	
• 40% to 59%: 4x	
• 20% to 39%: 3x	
• 10% to 19%: 2x	60
• 0% to 9%: 1x	
Brownfield redevelopment (5 points) Innovative or exemplary site design (5 points)	
Design includes enhanced public amenities (5 points) Project includes neighborhood or sub-area Improvements (5 points)	
Incorporates Low-Impact Development standards (5 points)	
Incorporation of adopted green building standards (5 points)	
Creates a mixed-use development (5 points)	
Creates a mixed-income development (5 points)	
Historic Preservation components of the project (5 points)	
Adaptive reuse project (5 points)	
Remediates or removes existing blight conditions (5 points)	
Creates new workforce housing (5 points)	60
Addresses legacy environmental issues (5 points)	
No Impact to Environmentally Sensitive Areas (separate from SEPA) (5	
points)	
Uses best practices for construction stormwater pollution prevention (5	
points)	
Uses on-site Stormwater Treatment (5 points)	
Controls Irrigation Water Use (5 points)	
Uses SpokaneScape Landscaping (i.e., no turf) (10 points)	
Installs new EV Charging Stations (10 points)	

Promotes Active Transportation (5 points)	
Participates in Commute Trip Reduction program (5 points)	
Provides transit passes for employees (5 points)	
Transit Oriented Development (5 points)	
Storage and collection of recyclables and compostables (5 points)	
Uses best practices for construction site waste management (5 points)	75
TOTAL POINTS AVAILABLE	225
TOTAL POINTS RECEIVED	
PERCENTAGE OF TOTAL POINTS RECEIVED	%

SPOKANE Agenda Sheet	Agenda Sheet for City Council Meeting of:			6/2/2021
06/14/2021	06/14/2021		Clerk's File #	ORD C36064
			Renews #	
Submitting Dept	CITY COUNCIL		Cross Ref #	
Contact Name/Phone	BRIAN	625-6210	Project #	
	MCCLATCHEY			
Contact E-Mail	BMCCLATCHEY@SP	OKANECITY.ORG	Bid #	
Agenda Item Type	Emergency Ordinance		Requisition #	
Agenda Item Name	0320 - CLARIFYING HISTORIC RE-USE REGULATIONS			

Agenda Wording

An ordinance clarifying the requirements for the adaptive re-use of historic properties; amending sections 17C.335.010 and 17C.335.110 of the Spokane Municipal Code; declaring an emergency; and providing for an immediate effective date.

Summary (Background)

This ordinance clarifies that the historic re-use regulations apply to the entire property, rather than just to the structure on the property. This ordinance also restricts historic re-use to properties on the Spokane Historic Register, and gives the Historic Landmarks Commission a greater role in the approval of historic re-use applications.

Lease? NO G	Grant related? NO	Public Works? NO	
Fiscal Impact		Budget Account	
Neutral \$		#	
Select \$		#	
Select \$		#	
Select \$		#	
Approvals		Council Notification	<u>S</u>
Dept Head	ALLERS, HANNAHLEE	Study Session\Other	UD Comm., 5-10-2021
Division Director		Council Sponsor	CM Wilkerson
<u>Finance</u>	WALLACE, TONYA	Distribution List	
<u>Legal</u>	PICCOLO, MIKE		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

ORDINANCE NO. C36064

An ordinance clarifying the requirements for the adaptive re-use of historic properties; amending sections 17C.335.010 and 17C.335.110 of the Spokane Municipal Code; declaring an emergency; and providing for an immediate effective date.

WHEREAS, Spokane has an array of historic properties, many of which are underused, abandoned, or have the potential for blighted conditions, and which can be reused in ways that complement and help spur additional development in neighborhoods that very much need the development of new housing, office space, and retail uses; and

WHEREAS, currently, the Spokane Municipal Code allows for the re-use of historic properties in ways that complement, but may not exactly match the underlying zoning; and

WHEREAS, however, current chapter 17C.335 of the Spokane Municipal Code contains inherent, internal contradictions and conflicts, which the City Council intends to clarify immediately to help spur the responsible reuse and redevelopment of historic properties located near the city's core in our historic neighborhoods; and

WHEREAS, given the existing housing crisis and the dire need for development near or within the City's core, which is also the area within which we are likely to see historic properties in need of re-use, the City Council determines that this ordinance should become effective immediately to more rapidly get these unused historic properties back into productive use and therefore increase the taxable value and improve the economic, aesthetic, and social conditions in neighborhoods that desperately need it.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 17C.335.010 of the Spokane Municipal Code is amended to read as follows:

Section 17C.335.010 Purpose

The purpose of this chapter is to establish <u>clear and efficient standards and process</u> for the use and re-use of historic structures and the properties on which they are located and to encourage the adaptive reuse of historic structures and properties to more effectively enable economic development, community revitalization, and aesthetic benefit.

Section 2. That section 17C.335.110 of the Spokane Municipal Code is amended to read as follows:

Section 17C.335.110 Development Standards

A. Applicability.

The development standards of this section apply only to those structures ((er)) listed in the ((National)) <u>Spokane</u> Register of Historic Places and the property on which they are located. All <u>such</u> structures and properties ((listed in the National Register)) are subject to all of the use restrictions and development standards of the base zone as minimum standards unless otherwise specifically provided by this section or by an approved planned unit development.

B. Permits Required.

A change in the use of an historic structure <u>and/or the property on which such structure</u> <u>is located</u> to any use allowed in the base zoning district is permitted through the issuance of a certificate of occupancy so long as there are no significant exterior alterations made to the structure. <u>A Certificate of Appropriateness for any new</u> <u>construction on the property must be applied for and received by the Spokane Historic</u> <u>Landmarks Commission before a building permit may be issued.</u>

C. Change in Use.

A change to any use <u>of an historic structure and/or the property on which it is located</u> other than a use listed as permitted in the base zoning district may be allowed by Type III permit from the hearing examiner if the following criteria are met:

- 1. The structure is listed on the Spokane Register ((or National Register)) of Historic Places.
- 2. All proposed changes to the structure <u>or the property on which it is located</u> have been approved by the landmarks commission as being compatible with the historical designation of the <u>structure or property</u>, the form of approval being specified in the rules of procedure of the hearing examiner.
- 3. The change in use is demonstrated as necessary to ensure that the structure will be preserved, considering all uses allowed in the underlying zone.
- 4. The benefits to the public arising out of preserving the structure are greater than the harm to the public resulting from allowing the proposed use of the structure or property, considering such factors as public access to the structure or property provided by the proposed use, the distinctive character of the proposed use, the need for the proposed use in the neighborhood in which the ((building))property is located or in the City, the amount of traffic, noise and other off-site impacts anticipated to be caused by the use and the means available to mitigate any potential off-site impacts.
- 5. <u>Any change of use of an historic structure which is permitted under this section shall also apply to the remainder of the property on which such historic structure is located.</u>

Section 3. That the City Council declares that the need for the expedient redevelopment of historic properties in and near the city core presents an urgency and emergency such that this ordinance is needed to protect the public health, safety, and/or for the support of existing public institutions, and that because of such need, this ordinance shall be effective immediately, under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on	
	Council President
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Mayor	Date
	Effective Date

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	7/28/2021
08/16/2021		Clerk's File #	RES 2021-0068
		Renews #	
Submitting Dept	HOUSING & HUMAN SERVICES	Cross Ref #	RES 2020-0053
Contact Name/Phone	GEORGE DAHL 625-6036	Project #	
Contact E-Mail	GDAHL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	N/A
Agenda Item Name	1680 - PROGRAM YEAR 2021 ANNUAL	ACTION PLAN	

Agenda Wording

CHHS is requesting adoption of this resolution and approval of the 2021 Action Plan component of the 2020-2024 Consolidated Plan for CDBG, HOME, and ESG grant programs as well as approval to enter into agreement with HUD and awarded organizations.

Summary (Background)

CHHS completed the process of preparing the 2021 Annual Action Plan component of the 2020-2024 Consolidated Plan for Community Development. Public services projects are awarded as outlined in the 5-year award approval (OPR 2019-0336) and non-service funds will be awarded throught a competitive process. HUD will issue a grant agreement after submission of the plan. Amounts listed below are HUD entitlement amounts and do not include program income. See briefing paper for further detail.

1		Bublic Marked NO			
Lease? NO Grant related? YES			Public Works? NO		
Fiscal Impact		<u>Budget Account</u>	Budget Account		
Neutral \$ 3,328,739 - CDBG		# 1690-95576-XXXXX-XXX	# 1690-95576-XXXXX-XXXX-XXXXX		
Neutral \$ 1,527,113 - HOME		# 1710-95579-XXXXX-XXX	# 1710-95579-XXXXX-XXXX-XXXXX		
Neutral \$ 288,596 - ESG		# 1540-95573-XXXXX-XXX	# 1540-95573-XXXXX-XXXXX-XXXXX		
Select \$		#			
Approvals		Council Notification	IS		
Dept Head	LEWIS, DAVID G.	Study Session\Other	PIES - 7/26/2021		
Division Director	DAVIS, KIRSTIN	Council Sponsor	CM Wilkerson		
Finance HUGHES, MICHELLE		Distribution List			
Legal	PICCOLO, MIKE	gdahl@spokanecity.org			
For the Mayor	ORMSBY, MICHAEL	rtuno@spokanecity.org			
Additional Appro	vals	kdavis@spokanecity.org			
Purchasing		cpatterson@spokanecity.org			
<u>GRANTS,</u>	STOPHER, SALLY	chhsgrants@spokanecity.org			
CONTRACTS &					
PURCHASING					
		chhsaccounting@spokane	city.org		

Briefing Paper

Public Infrastructure, Environment, & Sustainability

Division & Department:	Neighborhood and Business Services: Community, Housing, and		
	Human Services		
Subject:	2021 Annual Action Plan component of the 2020-2024 Consolidated		
-	Plan for Community Development		
Date:	7/26/2021		
Author (email & phone):	George Dahl (gdahl@spokanecity.org/625-6036)		
City Council Sponsor:	CM Wilkerson		
Executive Sponsor:	David Lewis		
Committee(s) Impacted:	Public Safety & Community Health		
Type of Agenda item:	Consent 🔲 Discussion 🔲 Strategic Initiative		
Alignment: (link agenda item	2020-2024 Consolidated Plan		
to guiding document – i.e.,	2020-2025 Strategic Plan to End Homelessness		
Master Plan, Budget , Comp			
Plan, Policy, Charter, Strategic			
Plan)	Cofe & Healthy		
Strategic Initiative:	Safe & Healthy		
Deadline:	CHHS must submit final draft to HUD no later than August 16, 2021		
Outcome: (deliverables,	Review and approve 2021 Annual Action Plan for submission to the		
delivery duties, milestones to	Department of Housing and Urban Development (HUD). Total		
meet)	anticipated revenue (grants) \$6,644,448.		
	• \$4,828,739 (CDBG)		
	• \$1,527,113 (HOME)		
	• \$288,596 (ESG)		

Background/History:

The Department of Housing and Urban Development requires grantees (City of Spokane) to submit an Annual Action Plan every year to receive CDBG, HOME and ESG funds. The Annual Action Plan includes sections that outline expected resources, and funding priorities for the program year (7/1/21 - 6/30/22).

For more information, please visit the CHHS webpage for a copy of the Draft 2021 Annual Action Plan and Public Hearing Presentation (<u>https://my.spokanecity.org/chhs/documents/</u>).

Executive Summary:

The 2021 Annual Action Plan will fund activities that support the needs and goals outlined in the 2020 – 2024 Consolidated Plan.

- 1. Improve affordable housing access & availability
 - a. Expand the number of affordable housing options for low and moderate income individuals and households. The City will fund proposals that address the needs of target populations including, but not limited to homeownership, rental housing, communal living, etc. Additionally the City will prioritize proposals that integrate service that help stabilize permeant housing for high barrier populations. The goal of housing stability is to prevent and divert individuals and families from entering into the homeless response system.
- 2. Urgent public health & safety response

a. Adaptive response to changing community needs related to sheltering homeless
populations, natural disasters, and public health pandemics.
3. Community based social service programming
a. Community based services that address the following areas:
i. Food Security
ii. Workforce Development
iii. Housing Stability
iv. Childcare
v. Transportation
vi. Behavior and victim services
Budget Impact:
Approved in current year budget? 📕 Yes 🦳 No
Annual/Reoccurring expenditure? 🦳 Yes 🔚 No
If new, specify funding source: N/A 🔤
Other budget impacts: N/A
Operations Impact:
Consistent with current operations/policy? Yes 🛄 No
Requires change in current operations/policy? 🛛 📕 Yes 🔲 No
Specify changes required: N/A
Known challenges/barriers: N/A

RESOLUTION 2021-0068

WHEREAS, the Congress of the United States of America has found that the Nation's cities and urban communities face social, economic and environmental problems resulting from the growth and concentration of population in metropolitan areas; and

WHEREAS, in order to assist local governments in meeting these problems, the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act, as amended, were enacted, which provided for a program of community development and housing assistance; and

WHEREAS, under the Housing and Community Development Act and the National Affordable Housing Act, the City of Spokane is "entitled" upon proper application to receive funds for the program year 2021 of approximately \$3,328,739 - Community Development Block Grant (CDBG), \$1,277,113 – HOME Investments Partnership Program (HOME), \$288,596 - Emergency Solutions Grant (ESG); and

WHEREAS, the Community, Housing, and Human Services Department of the City of Spokane has prepared a report describing the nature of the application and the process and procedures followed in its preparation; and

WHEREAS, during the course of the application process, a plan for citizen participation was developed and implemented which permitted citizens to participate in the preparation of the program and to articulate their needs, preferences, and priorities; and

WHEREAS, citizens were given full information concerning funds available for proposed community development and housing assistance, the range of activities that may be undertaken, the estimated amount of CDBG, HOME, and ESG funds proposed to be used for activities that will benefit persons of low and moderate income, and other important program requirements; and

WHEREAS, citizen participation was extensive throughout the many public meetings and hearings which were held to obtain the view of Spokane citizens on community development and housing needs; and

WHEREAS, as a result of citizen's effort and City staff assistance, the Community, Housing, and Human Services Department and the Community, Housing, and Human Services Board has prepared an application for funds under the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act, as amended, and recommended to the City Council its adoption and approval; Now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL:

- 1. The City Council finds:
 - a) that in preparing the 2021 Action Plan Component of the 2020-2024 Consolidated Community Development and Housing Plan (Action Plan) and for Title 1 CDBG funds, HOME funds, and ESG funds, all rules and regulations as promulgated under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act, as amended, have been complied with;
 - b) the Community, Housing, and Human Services Department, the Community, Housing, and Human Services Board, and the program participation with citizen/government participation are in the public interest and beneficial to the physical environment of our community and quality of life therein;
 - c) the certifications have been reviewed and the commitments of this City are understood.

2. That the 2021 Action Plan and for CDBG, HOME, and ESG funds is hereby approved. The Mayor is authorized to sign and directed to file the same on or after August 9, 2021, to execute such additional documents as required, to request and secure the release of Community Development Title I funds, to provide such other information as may be required to obtain the funds and execute the projects, and to proceed with project execution upon HUD approval of the Action Plan with the Community, Housing, and Human Services Department and the Community, Housing, and Human Services Board acting for the City Council as the policy body guiding project execution including executing contracts for the projects identified in the Community, Housing, and Human Services Department Action Plan.

Adopted by the City Council _____

Approved as to form:

City Clerk

Assistant City Attorney

SPOKANE Agenda Sheet	for City Council Meeting	Date Rec'd	6/29/2021
<u>of:</u>		Clerk's File #	ORD C36093
08/16/2021		Renews #	
Submitting Dept	DSC, CODE ENFORCEMENT &	Cross Ref #	
Contact Name/Phone	ELDON BROWN 6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	<u>Bid #</u>	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4700 – STREET VACATION OF PORTI	ONS OF LINTON & WES	ST AVENUES
Agenda Wording			

<u>Agenda Wording</u>

Vacation of portions of Linton Avenue and West Avenue as requested by Richard Palmer.

Summary (Background)

At its legislative session held on July 12, 2021, the City Council set a hearing on the above vacation for August 16, 2021. Staff has solicited responses from all concerned parties.

Lease? NO Gr	ant related? NO	Public Works? YES	
Fiscal Impact		Budget Account	
Revenue \$ 67,731.00		# 3200 49199 99999 3951	LO.
Select \$		#	
Select \$		#	
Select \$		#	
Approvals		Council Notification	IS
Dept Head	BECKER, KRIS	Study Session\Other	UE 06/14/2021
Division Director	BECKER, KRIS	Council Sponsor	Lori Kinnear
<u>Finance</u>	ORLOB, KIMBERLY Distribution List		
Legal	RICHMAN, JAMES	, JAMES edjohnson@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	ebrown@spokanecity.org	
Additional Approvals	5	kbecker@spokanecity.org	
Purchasing		jwest@spokanecity.org	

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

ORDINANCE NO. C36093

An ordinance vacating portions of Linton Avenue and West Avenue

WHEREAS, a petition for the vacation of portions of Linton Avenue and West Avenue has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

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

The City of Spokane does ordain:

Section 1. That Linton Avenue and West Avenue (more particularly described below) is hereby vacated. Parcel number not assigned.

Located partially in the Northwest Quarter of Section 24, Township 25 North, Range 42 East, Willamette Meridian and located partially in the Southwest Quarter of Section 13, Township 25 North, Range 42 East, Willamette Meridian more particularly described as,

West Avenue from the north line of Riverside Avenue to the south line of Clarke Avenue

Together with:

Linton Avenue from the east line of West Ave to the east line of Lot 38, Block 4 of the Plat of Bennetts Addition to Spokane

Passed the City Council _____

Council President

Date: _____

Attest: _____ City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Effective Date:_____





Right-of-way Description: West Ave between Clarke and Riverside and Linton Ave between West St.and the west line of Lot 38 of Bennetts Add



ITHS IS NOT A LEGAL DOCOMENT: The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



Printed by: edjohnson Print date: 8/5/2021



CITY OF SPOKANE DEVELOPMENT SERVICES

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

STREET VACATION REPORT June 17, 2021

- **LOCATION:** West Ave. between Clarke and Riverside and Linton Ave between Clarke and Riverside
- **PROPONENT:** Richard Palmer
- **PURPOSE:** Consolidate property for future development
- HEARING: August 16, 2021

REPORTS:

AVISTA UTILITIES – Avista has no comments or concerns.

COMCAST – Comcast has reviewed the vacation request. We have no objections to the vacation.

CENTURYLINK – CenturyLink has no objections to the vacation of Linton & West.

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

ZAYO COMMUNICATIONS – Zayo has no comment and or objection to the proposed vacation.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No Comments

FIRE DEPARTMENT – Fire has no concerns with this one

NEIGHBORHOOD SERVICES - No Comments

PARKS DEPARTMENT – Parks does not have any current concerns with the requested TOW vacation. No future park development is planned on the park parcel adjacent the ROW and the topography within that area prohibits us from accessing it from the ROW now. We see no detriment to the park parcel as a result of a vacation.

PLANNING & DEVELOPMENT – DEVELOPER SERVICES - No Comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No Comments

PLANNING & DEVELOPMENT – PLANNING – The sale of City Property and aggregation of land locked parcels would need to be completed prior to finalizing the vacation.

POLICE DEPARTMENT – No Comments

SOLID WASTE MANAGEMENT - No Comments

STREET DEPARTMENT – The Street Department has no objection to the street vacation.

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

WATER DEPARTMENT – The Water Department does not appear to have installed infrastructure in the proposed vacation area.

BICYCLE ADVISORY BOARD – No comments from my perspective

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

- The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$67,731.00 and is to be deposited to Budget Account #3200 49199 99999 39510.
- 2. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2022.

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

Eloty W. Burn

SPOKANE Agenda Sheet	for City Council Meet	ing of:	Date Rec'd	6/30/2021
07/12/2021			Clerk's File #	ORD C36078
			Renews #	
Submitting Dept	CITY COUNCIL		Cross Ref #	
Contact Name/Phone	BREEAN BEGGS 625-6	5210	Project #	
Contact E-Mail	BBEGGS@SPOKANECITY.OR	G	Bid #	
Agenda Item Type	Emergency Ordinance		Requisition #	
Agenda Item Name	0320 - EMERGENCY MORAT	ORIUM ON	I IMPACT FEE EXEMP	TIONS
a 1 107 IP				

Agenda Wording

An ordinance establishing a temporary moratorium on impact exemption applications.

Summary (Background)

This six-month moratorium on the acceptance of applications for impact fee exemptions will allow the City Council to consider and implement a new framework which will guide future decisions on impact fee exemption determinations.

Lease? NO	Grant related? NO	Public Works? NO	5
Fiscal Impact		Budget Account	
Neutral \$		#	
Select \$		#	
Select \$		#	
Select \$	· · · · · · · · · · · · · · · · · · ·	#	
Approvals		Council Notification	<u>15</u>
Dept Head	ALLERS, HANNAHLEE	Study Session\Other	UE Comm., 7/12/21
Division Director		Council Sponsor	CP Beggs
<u>Finance</u>	BUSTOS, KIM	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	ORMSBY, MICHAEL		
Additional Appro	vals		
Purchasing			
		· · ·	
		PASSE[DBY
		SPOKANE CITY	COUNCIL

ORDINANCE NO. C36078

An ordinance imposing an immediate moratorium on the consideration of impact fee exemptions; setting a public hearing; establishing a work program; and declaring an emergency.

WHEREAS, the SMC provides for impact fee exemption requests to be considered by the City Council; and

WHEREAS, the COVID-19 pandemic has had, and will likely continue to have, a detrimental impact on the City's ability to provide needed services and infrastructure for all Spokane residents; and

WHEREAS, the City may receive impact fee exemption requests in the future; and

WHEREAS, sections 35.63.200 and 36.70A.390 of the Revised Code of Washington authorize cities to implement land use moratoria without a hearing (see also Matson v. Clark County Board of Commissioners, 79 Wash.App. 641, 904 P.2d 317 (1995)); and

WHEREAS, pursuant to RCW 35.63.200 and 36.70A.390, when the City Council adopts a moratorium without holding a public hearing on the proposed moratorium, it must hold a hearing on the adopted moratorium within at least sixty (60) days of its adoption; and

WHEREAS, the City intends to impose a moratorium barring the acceptance or consideration of requests for exemptions from impact fees as currently provided in SMC 17D.075.060; and

WHEREAS, the City also intends to conduct a work program during the pendency of this moratorium, to enable the City Council to hear feedback from the public and interested stakeholders concerning a possible replacement for the impact fee exemption framework; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act ("SEPA"); and

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying its adoption of this ordinance and documenting the existence of an

emergency allowing this ordinance to become effective immediately upon adoption; and

WHEREAS, the City Council finds that the moratorium imposed by this ordinance is necessary for the protection of the public health, safety, property or peace.

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

Section 1.<u>Moratorium Imposed</u>. A moratorium is imposed on the acceptance or consideration of requests for exemptions from impact fees, under SMC 17D.075.060. During the term of this moratorium, the City will not accept, process, or consider requests for impact fee exemptions.

Section 2.<u>Purpose</u>. The purpose of this moratorium is to allow the City adequate time to review and possibly amend its ordinances relating to impact fee exemptions in order to prevent the potential frustration of the City's intent and policy regarding impact fee exemptions.

Section 3. <u>Duration of Moratorium</u>. The moratorium imposed by this Ordinance shall be in effect for a period of six (6) months, beginning on the date of the adoption of this Ordinance.

Section 4. <u>Public Hearing on Moratorium</u>. Pursuant to RCW 35.63.200 and 36.70A.390, the City Council shall hold a public hearing on this moratorium on August 16, 2021. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this moratorium, and either extend the moratorium for an additional six-month period or cancel the moratorium.

Section 5. <u>Severability</u>. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 6. <u>Declaration of Emergency and Effective Date</u>. This ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the protection of the public health, public safety, public property, or public peace, shall be effective immediately upon its passage. Without an immediate moratorium on the City's acceptance, processing, or consideration of requests for impact fee exemptions, the acceptance, processing, or consideration of such requests by the City could occur under regulations that are inconsistent with the City's legitimate policy of ensuring that the City is able to fund, provide, and maintain essential services and infrastructure within the City of Spokane, for the welfare of its residents. Current City regulations have not anticipated the potential loss of revenues, which undermine the City's ability to provide necessary services and infrastructure. Therefore, the City's moratorium must be imposed immediately to prevent any development rights from vesting and preserve the City's ability to process requests under valid codes.

ADOPTED BY THE CITY COUNCIL ON _

Council President

Attest:

City Clerk

Mayor

SPC

Approved as to form:

Assistant City Attorney

Date

Effective Date