

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

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

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the December 12, 2022, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of December 12, 2022:

1:15 p.m. Committee Meeting: 1-408-418-9388; access code: 2491 952 4023; password: 0320

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 018 9050; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2498 609 7885; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2480 676 7327; password: 0320

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, December 12, 2022. You must sign up by 6:00 p.m. to be called on to testify. Sign up forms will be available outside of Council Chambers for in-person attendees.

Those wishing to give testimony virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

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

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

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

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

- A. At the 6:00 p.m. legislative session, after the conclusion of the legislative agenda, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum will not extend past 9:30 p.m. unless extended by a supermajority of the Council.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. The order of the speakers be determined at the discretion of the chair. Each speaker shall be limited to no more than three minutes unless a majority of the Council Members in attendance vote on an alternate time limit.
- C. No action, other than a statement of Council Members' intent to address the matter in the future, points of order, or points of information will be taken by Council Members during an open forum.
- D. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during open forum shall address their comments to the Council President and shall 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 during the Council's legislative session: the consent agenda as a whole, 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 on issues that are not part of the current or advanced agendas during open forum.
- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting shall verbally identify themselves by 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 or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. Members of City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
 - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
 - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
 - 3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time, or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. When any person, including members of the public, City staff, and others, are addressing the Council, Council Members shall observe the same decorum and process, as the rules require among the members *inter se*. That is, a Council Member shall not engage the person addressing the Council in colloquy but shall speak only when granted the floor by the Council President. All persons and/or Council Members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, newly revised*, shall extend to all speakers before the City Council. The City Council's Director of Policy and Government Relations and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

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 2.15(A), with those exceptions stated in Rule 2.16(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker unless the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- B. No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.
- C. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- D. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:
 - 1. Following an assessment by the chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the

presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.

- e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the chair may grant the same procedural and time allowances to each group or groups, as stated previously.
 4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- E. 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.
- F. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.¹

¹ <https://my.spokanecity.org/citycouncil/members/>

THE CITY OF SPOKANE



CURRENT COUNCIL AGENDA

MEETING OF MONDAY, DECEMBER 12, 2022

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEN BEGGS

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

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

City of Spokane Guest Wireless access for Council Chambers for December 12, 2022:

User Name: **COS Guest**

Password: **K8vCr44y**

**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

BRIEFING AND LEGISLATIVE SESSIONS

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

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

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk. (If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.)
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall continue to the matters that are specifically before the Council at that time.
- Members of the City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

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

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

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

APPROVAL BY MOTION OF THE ADVANCE AGENDA

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

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

COUNCIL AND COMMITTEE REPORTS

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

PROCLAMATIONS AND SALUTATIONS

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

ANNOUNCEMENTS

(Announcements Regarding Adjustments to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

Spokane Public Library Board: One Appointment
 Salary Review Commission: One Reappointment

RECOMMENDATION

Approve CPR 1981-0400
 Approve CPR 2007-0040

ADMINISTRATIVE REPORTS

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|---|------------------------|---|
| <p>1. Purchase from Action Target (Provo, UT) of a fixed target turning system and installation for the Spokane Police Department firing range utilizing GSA cooperative contract GS-07-0482Y—\$153,472. (Council Sponsor: Council Member Stratton)</p> | <p>Approve</p> | <p>OPR 2022-0891</p> |
| <p>2. Pipe Preorders in support of the Marshall Road Transmission Phase 1 project with:</p> <p style="margin-left: 20px;">a. Consolidated Supply (Spokane Valley, WA)—\$62,736.55</p> <p style="margin-left: 20px;">b. H.D. Fowler (Spokane Valley, WA)—\$156,921.56</p> <p style="margin-left: 20px;">c. Core and Main (Spokane Valley, WA)—\$1,751,355.90 (Council Sponsor: Council Member Kinnear)</p> | <p>Approve
All</p> | <p>RFQ 5753-22
ENG 2018106</p> <p>OPR 2022-0892</p> <p>OPR 2022-0893</p> <p>OPR 2022-0894</p> |
| <p>3. Pipe Preorder with Core and Main (Spokane Valley, WA) in support of the SIA Transmission Line Crossing under I-90 project—\$1,029,050.45. (Council Sponsor: Council Member Kinnear)</p> | <p>Approve</p> | <p>OPR 2022-0895
ENG 2018107
RFQ 5753-22</p> |
| <p>4. Value Blanket Orders, to approve purchases without bringing each purchase over the City purchase limit to City Council for approval, with:</p> <p style="margin-left: 20px;">a. CDW Government (Vernon Hills, IL) for technology equipment (hardware and software) for various departments—\$120,000 (plus tax).</p> | <p>Approve
All</p> | <p>OPR 2022-0896</p> |

- b. Software House International, Inc. (Somerset, NJ) for software products including professional services, maintenance and support subscriptions/upgrades—\$650,000 (plus tax).
(Council Sponsor: Council Member Cathcart) OPR 2022-0897

- 5. Purchase from Traffic Safety Supply Company (Portland, OR) of perforated square steel tubing for the Street Department—\$90,000. (Council Sponsor: Council Member Kinneer) Approve OPR 2022-0898

- 6. Purchase from Salt Distributors, Inc. (Spokane Valley, WA) of road salt for the Street Department utilizing Washington State Contract No. 11021—\$140,000. (Council Sponsor: Council Member Kinneer) Approve OPR 2022-0899

- 7. Value Blanket Renewals 1 of 4 for January 1, 2023, through December 31, 2023, for the Waste to Energy Facility with: Approve All

 - a. Cabot Norit Activated Carbon (Marshall, TX) for the purchase of activated carbon—annual cost not to exceed \$105,000 (plus tax). OPR 2022-0007
RFQ 5541-21

 - b. National Filter Media (Olive Branch, MS) for the purchase of fabric filter bags—not to exceed \$150,000 (incl. tax and delivery).
(Council Sponsor: Council Member Kinneer) OPR 2020-0786
RFQ 5426-20

- 8. Value Blankets for December 15, 2022, through December 14, 2023, for the Waste to Energy Facility with: Approve All

 - a. Dykman (Spokane Valley, WA) for the as-needed purchase of variable frequency drives—annual cost not to exceed \$70,100 (plus tax). OPR 2022-0900
RFQ 5760-22

 - b. Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for the purchase of superheater tube panels—\$1,663,596.15 (incl. tax and delivery).
(Council Sponsor: Council Member Kinneer) OPR 2022-0901
ITB 5754-22

- 9. Contract Renewal 1 of 4 with Hydrotech Generator Repair Plus, Inc., dba Hydraulics Plus (Spokane Valley, WA), for the off-site rebuild of hydraulic and pneumatic cylinders at the Waste to Energy Facility from January 1, 2023, through December 31, 2023—not to exceed \$100,000 (incl. tax). (Council Sponsor: Council Member Kinneer) Approve OPR 2021-0786
IRFP 5525-21

- | | | |
|---|----------------|---------------------------------------|
| 10. Contract Renewal 3 of 4 with Eurofins Environment Testing, LLC (Spokane Valley, WA), for analytical testing services at the Waste to Energy Facility from November 1, 2022, through October 31, 2023—annual cost not to exceed \$35,000 (incl. tax). (Council Sponsor: Council Member Kinnear) | Approve | OPR 2019-0983
IRFP 5152-19 |
| 11. Revenue Contract Renewal/Amendment 3 of 4 with American Recycling Corp. (Spokane Valley, WA) for the sale of the Waste to Energy Facility’s metals and scrap metals from January 1, 2023, through December 31, 2023—anticipated revenue approximately \$300,000. (Council Sponsor: Council Member Kinnear) | Approve | OPR 2019-1093
RFP 5176-19 |
| 12. Contract Amendment with cost with United Rentals (Stamford, CT) for tank rentals at the Waste to Energy Facility from August 1, 2022, through July 31, 2023—additional \$80,000. Total contract cost: \$100,000 (incl. tax). (Council Sponsor: Council Member Kinnear) | Approve | OPR 2018-0687
WTE 18-023 |
| 13. Purchase from Western Peterbilt (Liberty Lake, WA) of Peterbilt 520 Chain & Hook Roll Off vehicle for the Solid Waste Collections Department utilizing Sourcewell Contract #060920-PMC—\$433,549.12 (incl. tax). (Council Sponsor: Council Member Stratton) | Approve | OPR 2022-0499 |
| 14. Five-year Value Blanket with Pomp’s Tire Service (Spokane) as a secondary source for the purchase of miscellaneous tires for City vehicles utilizing Washington State Contract No. 0519—estimated annual amount \$150,000. (Council Sponsor: Council President Beggs) | Approve | OPR 2022-0902 |
| 15. Master Contract with Pomp’s Tire Service (Spokane) as a secondary source for tire-related services for City vehicles through March 31, 2024, utilizing Washington State Contract No. 00519—estimated annual amount \$150,000. (Council Sponsor: Council President Beggs) | Approve | OPR 2022-0903 |
| 16. Contract Renewal 3 of 4 with Wingfoot Commercial Tire Systems, LLC (Spokane Valley, WA) for tire-related services for all City vehicles from October 1, 2022, through September 30, 2023, utilizing Washington State Contract 00519—\$150,000. (Council Sponsor: Council Member Wilkerson) | Approve | OPR 2019-0855 |
| 17. Public Works Agreement with McClintock & Turk, Inc. (Spokane) for the Riverside Park Water Reclamation | Approve | OPR 2022-0904 |

Facility Membrane Pilot Room Feed Pump Installation project from November 1, 2022, through June 23, 2023—\$71,624 (plus applicable bonds and taxes). (Council Sponsor: Council Member Kinnear)

- 18. Supplemental Agreement with Local 270, AFSCME to allow non-Local 270 police employees to perform call processing duties at Police Dispatch during the transition of duties from SREC to the Spokane Police Department. (Council Sponsors: Council President Beggs and Council Member Stratton) Approve OPR 2022-0505

- 19. Purchase and Sale Agreement with Redband Development, LLC, for the purchase of the surplus property at 2912 E. Wabash Avenue (acquired through the Spokane County tax foreclosure process)—\$50,000 Revenue. (Council Sponsor: Council Member Stratton) Approve OPR 2022-0905

- 20. Five-year Contract Amendment/Extension with Barr-Tech, LLC (Sprague, WA) for transporting, processing, and composting organics for the Solid Waste Collections Department from January 1, 2023, through December 31, 2027—estimated annual expenditure for first year \$1,950,000. (Council Sponsor: Council Member Kinnear) Approve OPR 2018-0158
BID 4420-17

- 21. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through December 2, 2022, total \$13,509,758.56, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$12,974,179.61. Approve & Authorize Payments CPR 2022-0002

- 22. City Council Meeting Minutes: November 28 and December 1, 2022. Approve All CPR 2022-0013

Request motion to suspend Council Rules and add the following items (OPR 2022-0918 and OPR 2022-0919):

- 23. Disperse funds from the Department of Commerce’s Office of Homeless Youth to Volunteers of America from October 1, 2022, to June 30, 2023, for the following: Approve All
 - a. SOS (InRreach Program)—\$158,910.40. OPR 2022-0918

 - b. YAHP (Bridge Housing Program)—\$237,325. OPR 2022-0919
(Council Sponsors: Council President Beggs and Council Member Stratton)

Jenn Cerecedes

ACTION ON CONSENT AGENDA

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36161 passed by the City Council December 13, 2021, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

- ORD C36341** **American Rescue Plan Fund**
1) Increase the appropriation by \$3,700,000.
A) Of the increased appropriation, \$3,700,000 is provided solely for uniformed overtime in the Fire department.
- (This action arises from the need to pay Fire uniformed overtime while understaffed.) (Council Sponsors: Council President Beggs and Council Members Wilkerson and Zappone)
- ORD C36342** **American Rescue Plan Fund**
1) Increase the appropriation by \$2,500,000.
A) Of the increased appropriation, \$2,500,000 is provided solely for uniformed overtime in the Police department.
- (This action arises from the need to pay Police uniformed overtime while understaffed.) (Council Sponsors: Council President Beggs and Council Members Wilkerson and Zappone)
- ORD C36343** **General Obligation Bond Redemption Fund**
1) Increase the appropriation by \$663,628.
A) Of the increased appropriation, \$663,128 is provided solely for interest expenses on debt that are anticipated to exceed budgeted amounts.
B) Of the increased appropriation, \$500 is provided solely for interest expenses on taxpayer refunds that are anticipated to exceed budgeted amounts.
C) The increased appropriation is funded by the General Obligation Bond Redemption Fund's unappropriated fund balance.
- (This action arises from the need to adjust appropriation authority in the General Obligation Bond Redemption Fund.) (Council Sponsors: Council Members Wilkerson and Bingle)

- ORD C36344** **Office of Performance Management Fund**
- 1) Decrease the appropriation for a Senior Project Manager position by \$31,000.**
 - 2) Decrease the appropriation for a Continuous Improvement Analyst position by \$31,000.**
 - 3) Increase the appropriation for contractual services by \$62,000.**
- (A) There is no change to the overall appropriation level in the Office of Performance Management Fund.**

(This action arises from the need for contractual support to meet project and service delivery commitments.) (Council Sponsors: Council President Beggs and Council Member Kinnear)

Request motion to suspend Council Rules and add the following item (ORD C36347):

- ORD C36347** **American Rescue Plan Fund (5th round of funding programs)**
- 1) Increase appropriation by \$6,800,000, funded from the city's direct allocation of the State and Local Fiscal Recovery Fund of the American Rescue Plan Act.**
 - A) Of the increased appropriation, \$150,000 is provided as revenue replacement for the purpose of offsetting the amount of accessory dwelling unit permit fee waivers directed under the Spokane Municipal Code.**
 - B) Of the increased appropriation, \$4,000,000 is provided for the purpose of providing matching grant funding of one dollar for every dollar in outstanding utility bills written off the bills of economically challenged customers within the City of Spokane impacted by the COVID pandemic, on the condition that the City not waive or reduce any wastewater tax obligations owed under the Spokane Municipal Code to customers outside the City of Spokane without first obtaining approval by a majority of the Spokane City Council.**
 - C) Of the increased appropriation, \$150,000 is provided as revenue replacement for the purpose of developing a broadband infrastructure study supporting increased access within the City of Spokane.**
 - D) Of the increased appropriation, \$500,000 is provided for the purpose of helping the City fund current homelessness obligations.**
 - E) Of the increase appropriation, \$2,000,000 is provided as one time revenue replacement to aid the City in recovering from the COVID pandemic while developing long term solutions to the structural gap currently forecasted in the proposed budget.**

(This action arises from the need to provide appropriation authority for funding supporting Spokane utility customers, aiding in increasing housing, increasing broadband access, and helping with homelessness efforts within the city.) (Council Sponsors: Council President Beggs and Council Members Zappone and Wilkerson)

Matt Boston

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2022-0105** Reducing the speed limit on Cedar Road, from 45 miles per hour (mph) to 35 miles per hour (mph) from the Cheney-Spokane Road intersection to the south city limits. (Council Sponsors: Council Members Kinnear and Stratton)
- RES 2022-0106** Regarding an update to Appendix “A” of the Public Rule for the City of Spokane Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees. (Council Sponsors: Council Members Kinnear and Bingle)
- RES 2022-0107** Committing to a goal to achieve zero traffic fatalities and severe injuries among all road users (including people walking, biking, using transit, and driving). (Council Sponsors: Council President Beggs and Council Member Zappone)
- ORD C35237
(As Amended)** Vacating the Alley between Pacific Avenue and 2nd Avenue from Scott Street to Sprague Way. (Council Sponsors: Council Members Bingle and Cathcart)
- ORD C36308** Granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Intermountain Infrastructure Group LLC., subject to certain conditions and duties as further provided. (First Reading held November 7, 2022) (Council Sponsors: Council President Beggs and Council Member Kinnear)
- ORD C36340** Relating to the executive and administrative organization of the City; amending SMC sections 3.01A.253 and 3.01A.254. (Removes Code Enforcement Department from Development Services Center and Code Enforcement Department and combines it with Parking Services Department to create a new Code and Parking Services Department.) (Council Sponsors: Council President Beggs and Council Member Stratton)

Request motion to substitute the following item (ORD C36345) with updated version filed December 9, 2022:

- ORD C36345** Adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage. (Final Budget Hearing to be held on December 5, 2022) (Council Sponsors: Council President Beggs and Council Member Wilkerson)

ORD C36346 Establishing requirements for unallocated reserve balances within the General Fund; enacting a new section within article 07.08.010 G of the Spokane Municipal Code. (Council Sponsors: Council Members Cathcart and Wilkerson)

NO FIRST READING ORDINANCES

SPECIAL CONSIDERATIONS

RECOMMENDATION

The following item (updated ORD C36330) is only for Council discussion/deliberation and to consider potential amendments, with no public testimony to be taken. The Council will formally substitute the ordinance sometime in January. There will be an opportunity for public testimony on the ordinance at a later date.

S1.	Consideration of updated Ordinance C36330 establishing a local program for assisting landlords and tenants in Spokane; enacting a new chapter 10.57 and new sections 07.08.145 and 07.08.150; and amending sections 07.08.139, 08.01.160, 08.01.195, and 08.02.0206 of the Spokane Municipal Code. (Council Sponsors: Council President Beggs and Council Member Stratton)	Council Discussion/ Deliberation	ORD C36330
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NO HEARINGS

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 by 6:00 p.m. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Those wishing to comment virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seal1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

ADJOURNMENT

The December 12, 2022, Regular Legislative Session of the City Council is adjourned to December 19, 2022. (Note: The December 19, 2022, City Council meeting may be canceled.)

NOTES



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/29/2022
Clerk's File #	CPR 1981-0400
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	JESSICA KIRK 5097206262
Contact E-Mail	JKIRK@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 APPOINTMENT TO SPOKANE PUBLIC LIBRARY BOARD

Agenda Wording
Gary A. Stokes Appointment for the Spokane Public Library Board, term: 1/1/2023 - 3/31/2027

Summary (Background)
Gary A. Stokes Appointment for the Spokane Public Library Board term: 1/1/2023 - 3/31/2027

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

Approvals		Council Notifications	
Dept Head	KIRK, JESSICA	Study Session\Other	
Division Director		Council Sponsor	
Finance		Distribution List	
Legal		jkirk@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	achanse@spokanecity.org	
Additional Approvals			
Purchasing			



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/29/2022
Clerk's File #	CPR 2007-0040
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	JESSICA KIRK 5097206262
Contact E-Mail	JKIRK@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 REAPPOINTMENT TO SALARY REVIEW COMMISSION

Agenda Wording
Carl Reed Jessen 0520 Reappointment to Salary Review Commission term: 1/1/2023-12/31/2026

Summary (Background)
Carl Reed Jessen 0520 Reappointment to Salary Review Commission term: 1/1/2023-12/31/2026

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

Approvals		Council Notifications	
Dept Head	KIRK, JESSICA	Study Session\Other	
Division Director		Council Sponsor	
Finance		Distribution List	
Legal		jkirk@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	mpiccolo@spokanecity.org	
Additional Approvals		sfaggiano@spokanecity.org	
Purchasing			

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

12/12/2022

Date Rec'd	11/28/2022
Clerk's File #	OPR 2022-0891
Renews #	
Cross Ref #	ORD C36234
Project #	
Bid #	
Requisition #	BT

Submitting Dept	POLICE
Contact Name/Phone	JACQUI 625-4109 MACCONNELL
Contact E-Mail	JMACCONNELL@SPOKANEPOLICE.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	0680 TARGET TURNING SYSTEM

Agenda Wording

Seeking approval to make a purchase without contract with Action Target for target turning system for the Spokane Police Department

Summary (Background)

The Spokane Police Department would like to make a purchase without contract with Action Target Inc utilizing GSA cooperative contract GS-07-0482Y, for the purchase and installation of a fixed target turning system for the SPD firing range. Funding previously approved via ORD C36234.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ \$150,000.00

Expense \$ \$ 3,472.00

Select \$

Select \$

Budget Account

1620-99138-94000-56401-99999

0680-11480-94000-56401-99999

#

#

Approvals**Dept Head** OLSEN, ERIC**Division Director** LUNDGREN, JUSTIN**Finance** SCHMITT, KEVIN**Legal** HARRINGTON,
MARGARET**For the Mayor** ORMSBY, MICHAEL**Council Notifications****Study Session\Other** Urban Experience
11/14/22**Council Sponsor** Stratton**Distribution List**

spdfinance@spokanepolice.org

Additional Approvals**Purchasing**

Committee Agenda Sheet

Urban Experience

Submitting Department	Spokane Police Department
Contact Name & Phone	Jacqui MacConnell 625-4109
Contact Email	jmacconnell@spokanepolice.org
Council Sponsor(s)	Councilmember Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract w/ Action Target for target turning system
Summary (Background)	<p>Contract between the Spokane Police Department and Action Target Inc. for the purchase and installation of a fixed turning target system at the SPD firing range.</p> <p>Pricing is based on GSA contract number GS-07F-0482Y and funding was approved via ORD C36234.</p>
Proposed Council Action & Date:	Contract approval Nov. 28th
<p>Fiscal Impact: Total Cost: <u>\$153,472</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: \$150k from State legislative reform funding. Balance due from SPD operating budget.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

ACTION TARGET PROPOSAL

Spokane Police

Quotation Number: 137413

Prepared by: Scott DeSanti



3411 Mountain Vista Pkwy, Provo Ut 84606
ActionTarget.com | 888.377.8033

PRICING

(30) Fixed Turning Target Stand with Lights	\$140,800.00
<ul style="list-style-type: none">Reliable and low maintenance Electric Turning Target with on-board lightingQuiet Turning to prevent shooters from anticipating turning360 degree turning capability for shoot/no shoot scenariosFull length AR500 ballistic shields included(1) Wireless downrange tablet controls with Touch Screen(1) Master control tablet with touch screen	
Installation and Shipping	
Includes Field Support Installation - Customer to provide (2) skilled workers to assist ATI Foreman on the install. Estimated (9) days.	
<ul style="list-style-type: none">Assumes forklift access to rangeAccess to range requires verificationIncludes Shipping to destination	
<hr/>	
Trusted Partner 3 Year Warranty	\$0.00
<ul style="list-style-type: none">Comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing or product defects.	
 * See below for detail	
<hr/>	
Sales Tax	\$12,672.00
<hr/>	
Total	\$153,472.00

TERMS & CONDITIONS

Action Target Inc. may be referred to as "Action Target" or "ATI" throughout this proposal.

PROPOSAL DATE 10-26-2022

PROPOSAL VALIDITY 30 days from 10-26-2022

PAYMENT TERMS

1. PO with Milestones
2. ATI reserves the right to adjust installation costs based upon the actual site conditions encountered.
3. Unless explicitly itemized, price does not include bonds, fees, assessments, licenses, permits, mandatory wage requirements, other regulatory costs that may be applicable to the job site, or anything else not expressly identified in this proposal.
4. Price applies to range equipment and systems only. It does not include site preparation, construction, trusses/baffle supports, electrical, conduit, or any other work not directly contained in ATI's scope of work.

SHIPPING TERMS

1. FOB destination: prepaid.
2. Shipping costs are estimates and subject to change; actual shipping costs will be subject to availability and rates at time of purchase.

DELIVERY & INSTALLATION TERMS

1. Manufacturing shall take no fewer than 14 weeks
2. Factory Certified Installesimated 9-days.
3. Installation cost is based upon having forklift and scissor lift access. If forklift and scissor lift access is not available, the installation cost will increase.

ACTION TARGET RESPONSIBILITIES

1. Consultation and recommendation of optimal range design.
2. Design of ranges for complete ballistic containment.
3. Procurement, engineering, cutting and painting of ballistic steel plate.
4. Manufacture of targets and control systems.
5. Provision of sound attenuation material as called out on ATI drawings.
6. Design, engineering, and supply of HVAC systems provided by ATI. (if applicable to this project)

**CUSTOMER
RESPONSIBILITIES**

1. Buyer to verify the ceiling structure within the range is capable of containing any errant type secondary bullet impacts.
 2. All conduit, A.C. wiring, A.C. electrical connections, lighting, and any duct work is specifically excluded from this proposal and scope of work. If conflict with HVAC, plumbing or electrical equipment occurs, it will be the owner's / contractor's responsibility to resolve issues in a timely manner. Any delays from these may require a change order for additional install time.
 3. Engineered stamped drawings for all hanging points, seismic engineering/components and/or ATI provided equipment.
 4. Permits, licenses, special insurance requirements, bonds (when applicable), regulatory costs, or any other special fees unknown at this time.
 5. Concrete work including slabs, footings, and walls, floor trenching and wall notching (if applicable).
 6. Structural work of any kind, including structural supports, canopies, etc.
 7. Engineering of ceiling or roof structures, trusses, beams cross-members, columns or pillars to accommodate baffle, trap, target systems, lighting and HVAC equipment weight loads. Weights and load points will be provided in ATI drawings for utilization by the general contractor, engineer or architect.
 8. Drop ceiling behind the safety ceiling at the firing line or other light fixtures in this area.
 9. Temporary lighting and power (including 3 phase, if necessary).
 10. Supplying of electrical services, electrical outlets, conduit(s), junction boxes, disconnects, stub-outs and lighting of any kind.
 11. 120-volt power to the control panel, control conduits, and dedicated analog phone line to DDC panel, labor to assist ATI's control technician with pulling in all necessary low voltage cable (all control conduits are required to have pull strings installed prior to arrival of ATI's start-up technician), labor and hardware to install DDC control panels in the building and on the roof, dedicated 120-volt circuit to the control pipe and wire for the evaporative cooler section fill and drain valves.
 12. Power and disconnect switches to all equipment per local code and manufacturer's requirements on the equipment, VFDs for the electrical contractor to mount and wire (ATI will only supply low voltage wire connections).
 13. Range lighting controls and wiring. (unless specifically called out in quote)
 14. Gas, water, and drain piping to the ventilation equipment set by ATI;
 15. Cutting, coring, sealing and/or patching of any wall surfaces, roof surfaces, and or concrete (if applicable).
 16. Additional fees related to "customization" of product or work otherwise identified as "custom".
 17. Action Target MUST have temporary internet access at the facility to program HVAC controls. HVAC maintenance personnel must be present for commissioning to learn troubleshooting for post sign-off.
 18. Any other work, materials or equipment that is not expressly included in the ATI Work.
 19. Disposal of construction waste.
 20. Wash area and restroom facilities.
-

**HVAC
CONDITIONS**

Once the HVAC Equipment Payment is received by ATI, ATI will (i) place an order for the HVAC Equipment supplier, which will begin the Scope of Work Project Schedule time for the HVAC Equipment manufacturing lead time and (ii) ATI will update the pricing of the HVAC Equipment. If the Pricing for the HVAC Equipment has incurred increases from the supplier to ATI, Customer agrees to pay ATI for the difference in the HVAC Equipment pricing, estimated to be between 2% and 5% per month. If any changes to scope, design or layout are requested by the Customer which require a change to be made to the HVAC Equipment ordered after the receipt of the HVAC Equipment, Customer agrees to pay ATI for any increased costs incurred from such changes. If drawings are not approved within 5 months of a signed contract Customer agrees to Pay ATI difference in the HVAC Equipment pricing, estimated to be between 2% and 5% per month.

**CONFIDENTIALITY
COPYRIGHT &
REPRODUCTION**

This proposal is submitted by Action Target Inc. Any and all information, drawings, specifications and other design documents contained herein is the property of Action Target Inc. and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this quote.

**TERMS &
CONDITIONS
CLAUSE**

This is a summary of standard Action Target Inc. Terms and Conditions. Action Target Inc. reserves the right to change, modify or add to these Terms and Conditions in the final customer contract.

MEET YOUR ACTION TARGET TEAM

Action Target's approach to projects as such is to form cross-functional teams to ensure a timeliness and accuracy from the bidding phase through delivery and warranty. The primary team responsible for the production, delivery, and installation of your range is as follows:



**SCOTT DESANTI, RANGE
CONSULTANT - scottd@actiontarget.com**

Scott is Action Target's range consultant for the Northwestern United States. He assists the team by evaluating shooting range needs and providing detailed building requirements, range drawings, and precise budgets for range equipment. With 30 years of experience in sales and management, Scott has been a strong asset to Action Target since he joined the company in 2011.

Notable range projects: Altoona PD, Spokane PD, Portland PD, Seattle PD, Sioux Falls PD, Council Bluffs PD. Calgary Police, Vancouver Tactical Training Center, Idaho National Lab, Hanford DOE, Washington County Public Safety, RCMP Western Regional Training Center, RCMP Regina Academy.

TRUSTED PARTNER WARRANTY™

3-YEAR COMPREHENSIVE COVERAGE

Action Target's 3-year Trusted Partner Warranty is peace of mind for gun ranges. It is uninterrupted training for those that serve. It is a resounding pledge from Action Target to its customer's success as the Trusted Partner at Every Level™.

Our Promise

The comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing to product defects.

CORE PRODUCTS COVERED

- Genesis™ Target Retriever
- Pilot™ Target Retriever
- SmartRange Axis™ Range control
- DRM Pro™
- Shooting Stalls
- Rubber Berm Trap
- Vortex™ Steel Trap
- Baffles and Deflectors
- Turning targets
- Auto Targets™
- MATCH™
- TAC House™
- Line of Fire™

LEARN MORE

ActionTarget.com/TrustedPartnerWarranty



FIXED TURNING TARGET STAND

VERSATILE TRAINING SYSTEM

The Fixed Turning Target Stand is an ideal system for tactical training and shoot/no shoot scenarios. This all-electric version is a quiet 360-degree target turning system, making it difficult for shooters to anticipate when the target will turn. This system may be used in the harshest conditions, including sub-zero temperatures. Additional options include multiple pedestal heights, on-board target lighting, and a ballistic clamp.

360° Turning

Targets can turn 90, 180, and 360 degrees in the blink of an eye.

Ballistic

Front deflector is built from 3/8" AR500 steel to protect internal components.

Rugged Clamp

The quick release clamp makes changing target backers easy and holds them securely, even in strong wind.

On-Board Lighting

Optional lighting provides red, blue, and white strobes as well as three intensities of white.

Extreme Weather

Functional in both indoor and outdoor conditions including sub-zero temperatures.

Connected

Integrates with our range control software for advanced features and functionality.



LEARN MORE

ActionTarget.com/Fixed-Turning-Target-Stand

FEATURES

- 360° Turning
- Ballistic AR500 Steel Deflector
- Connected to Range Control
- Rugged Quick Release Clamp
- Extreme Weather Rated
- On-Board Lighting
- Electrical
- Low Maintenance



AFTERMARKET SERVICES

TURNKEY CONVENIENCE, COMPLIANCE, AND SAFETY

Managing a range requires a lot of effort and attention to detail. Action Target eliminates much of that effort with our turnkey range solutions. From scheduled maintenance and cleanings to managing metals recycling and compliance documentation, Action Target's services streamline your operations.

Recycling & Disposal Programs

Metals Recycling

Recycling your metals with Action Target is easy and efficient. Simply contact Action Target to schedule a pickup. We will be there within 72 hours, at which time your London Metals Exchange (LME) spot pricing will be locked in.

- **Fast and Convenient Pickup**
- **Simple Brass and Lead Packaging**
- **Best in Class Payment Structure and Loyalty Bonus**
- **10% BONUS for Action Target equipment and services**

Range Waste Disposal

Genesis is connected to SmartRange Axis™ range control software through Action Target's cloud network. This allows Action Target to update content remotely, troubleshoot on the fly, and provide expedited customer support.

Rubber Berm Trap Cleaning

Transparent pricing

Action Target uses a simple, transparent, all-inclusive pricing structure based on the size of your trap to give you the best return on your metals. 100% of the metals value belongs to you. Opt for a check or credit at our store with a 10% loyalty discount. Store credit can be applied to Action Target products, services, and range equipment.

Proprietary Process

We have developed a proprietary process to clean your rubber berm traps with the safety and profitability of your range in mind.

Convenience

This complete turnkey solution integrates with our Metals Recycling and Filter Disposal Programs. We also provide all the necessary containers, pallets, packaging, and other transport materials, simplifying your role in the process.

Maintenance & Cleaning Programs

Range Visits

Action Target works with you to build a plan that determines the appropriate number of annual visits your range requires. These visits include a number of specialized services to keep your range running at peak condition.

Range Cleaning

With staff and client safety as our top priority, we provide cleaning services to help you maintain a safe and sanitary range.

Range Maintenance

We provide resources to help you maintain your range. From maintenance schedules to operation and maintenance manuals, we ensure you are prepared to properly care for your equipment.

Action Target Store



Paper and Cardboard Targets

With more than 1,000 target designs, we offer a greater selection than anyone else in the industry.



Target Backers

We stock a variety of backers to fit any target system.



Steel Targets

We offer a wide variety of innovative steel targets.



Eye and Ear Protection

Keep your customers safe with quality ear and eye protection designed for target shooting and tactical situations.



Firearm Storage and Cleaning

Keep your rental guns secure and working smoothly with our selection of firearms storage, cleaning, and lubrication gear.



Range Cleaning Products

Keep your range safe and clean with products designed to remove lead from hands, shoes, floors, and other surfaces.



HVAC Filters

Specifically designed to filter lead and high loading conditions found in indoor firing range applications.

Customer Support

24/7 Support

Action Target Customer Service is always on call and ready to help with warranty issues, replacement parts, and anything else you need to keep your range running at peak performance. We stand behind our work and we stand behind you.

Nation-Wide Representatives

Regionally-located customer service technicians provide fast industry-leading service in all states.

Remote Access

Many of our products are remotely-accessible, allowing our team to quickly troubleshoot and provide assistance. This speeds up the maintenance process, ensuring minimum downtime.

Inventory

We maintain a parts inventory to minimize service lead times. Additionally, our team works with you to ensure you have the necessary parts on-site to maximize the effectiveness of technician visits.

3-year Warranty

We at Action Target stand behind our products with the industry's best warranty. Our 3 year trusted partner warranty is 3x the protection of industry-standard warranties and 3x the peace of mind for customers.



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/30/2022
Clerk's File #	OPR 2022-0892
Renews #	
Cross Ref #	
Project #	2018106
Bid #	RFQ 5753-22
Requisition #	RE

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	0370 – PIPE PREORDER MARSHALL RD T-MAIN (2018106) CONSOLIDATED SUPPLY

Agenda Wording

Pipe Preorder in support of the Marshall Road Transmission Main Phase 1 project with Consolidated Supply Co.

Summary (Background)

Sealed bids were accepted through the City's electronic bidding portal on 11/21/22 to support the SIA Transmission Main Crossing under I-90 and the Marshall Road Transmission Main Projects. Award is recommended across three respondents in accordance with the low responsive, responsible bidder able to deliver timely in each category. Items proposed for preorder are included as outlined in the bid tabulation.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 62,736.55

Select \$

Select \$

Select \$

Budget Account

4250-42300-94340-56501-15771

#

#

#

Approvals

Dept Head	BULLER, DAN
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON, MARGARET
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PIES 11/28/2022
Council Sponsor	KINNEAR
Distribution List	eraea@spokanecity.org
	publicworksaccounting@spokanecity.org
Additional Approvals	ICM@spokanecity.org
Purchasing	ddaniels@spokanecity.org

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Marshall Rd Transmission Main
Summary (Background)	<ul style="list-style-type: none"> As development occurs along the Hwy 195 corridor, the Water Department is upgrading its infrastructure to support such development. At present, a single transmission main (large diameter main) connects the city's sources of supply (wells) to the growing Hwy 195 residential corridor. This project provides a second transmission main by way of a three phase 2.5 mile 30" diameter transmission main. Phase 1 is within the mostly gravel Marshall Rd. and is planned for construction in 2023. Phase 2 crosses multiple privately owned parcels as well as the railroad and is planned for either later 2023 or 2024. Phase 3 is mostly within Cheney Spokane Rd. and is planned for construction in 2024. This project is locally funded.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
Fiscal Impact:	
Total Cost:	
Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source X One-time <input type="checkbox"/> Recurring	
Specify funding source: project funds (generally street or utility funds)	
Expense Occurrence X One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
<p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

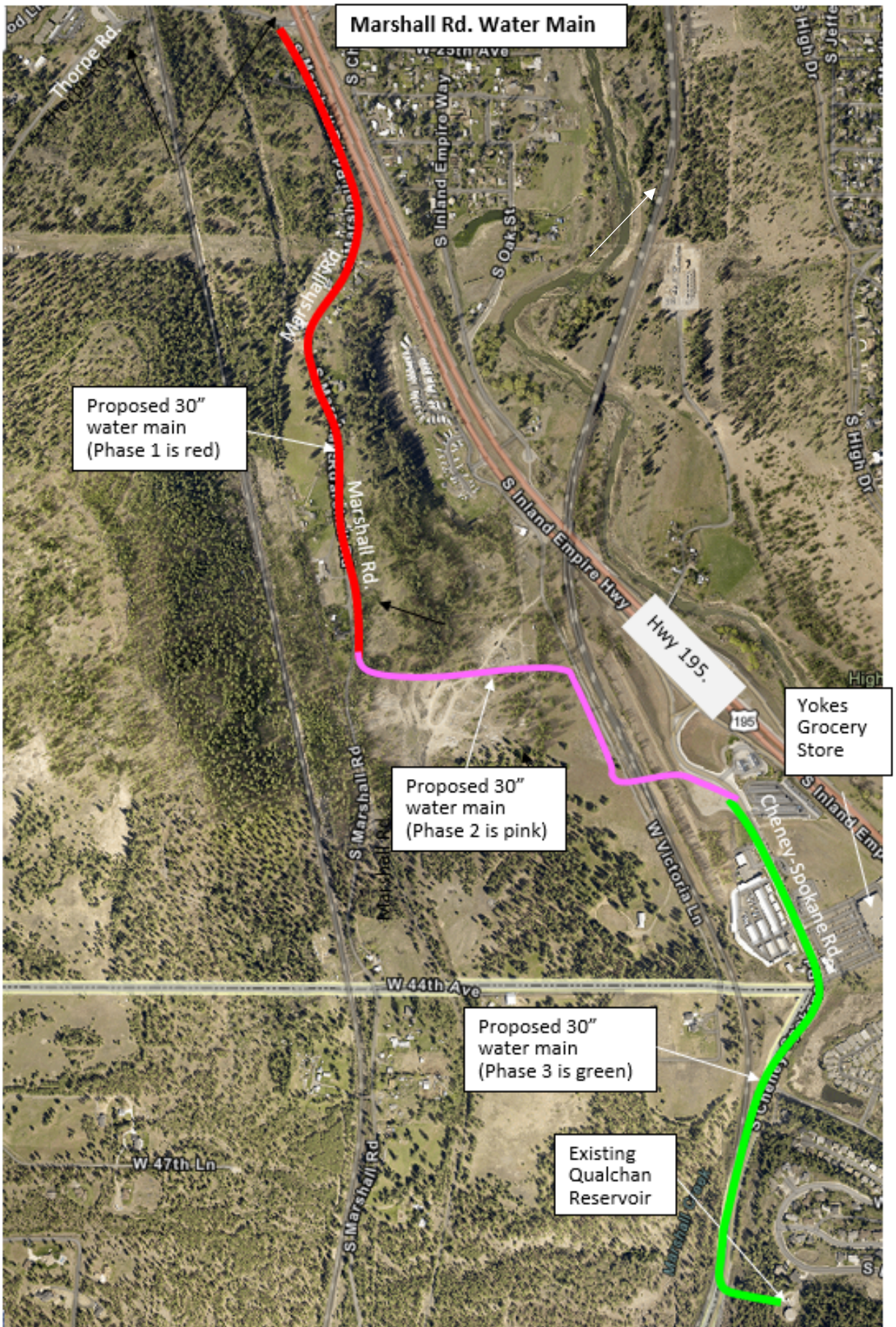
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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

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

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

Project Location



Bid Response Summary

Bid Number ITB 5753-22
Bid Title SIA T-Main I90 Crossing & Marshall Rd Pipe & Fittings
Due Date Monday, November 21, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Consolidated Supply Co.
Submitted By Levi Martin - Monday, November 21, 2022 10:15:09 AM [(UTC-08:00) Pacific Time (US & Canada)]
 levi.martin@consolidatedsupply.com 509-891-9911

Comments

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Indicate the appropriate point of contact (phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, explicitly specify all relevant contacts.	ANDY WILSON 509-590-5580 LEVI MARTIN 509-891-9911
Council Approval			
	1	This purchase is subject to City Council approval. Approval is anticipated in late November 2022. The City assumes no obligation to purchase until the purchase is approved by Council and a City purchase order is issued.	I understand and I agree
General			
	1	Acceptable product makes/models, where specified, must be adhered to. The items needing to be ordered are in the Pricing tab as well as in the Documents tab.	I understand and I agree
	2	The City of Spokane may award the products to multiple vendors based on size or product.	I understand and I agree
	3	The City of Spokane will adjust pipe quantities on the Purchase Order to meet standard pipe lengths.	I acknowledge and I understand

4	Upload the "Pre-Order Specifications" document in the "Documents" tab. This document will need to be printed and signed prior to uploading it. This document will need to be saved as one document as this system will only allow upload of one document. Signing and uploading this document means you have read and understood ALL the information on this document.	Signed Specs.pdf
Withdrawal of Bid		
1	Suppliers may withdraw Bids prior to the scheduled Bid due date and time. Unless otherwise specified, no Bids may be withdrawn for thirty (30) calendar days after the due date.	I understand and I agree
Use of American Iron and Steel - ONLY FOR SIA T-MAIN CROSSING I90 ITEMS		
1	This provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.). This provision does not apply if the engineering plans and specifications for the project were approved by the Ecology prior to January 17, 2014. The Contractor acknowledges to and for the benefit of the Project Owner and the State of Washington that it understands the goods and services under this Agreement are being funded with monies made available by the Water Pollution Control Revolving Fund which contains provisions commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirements") including iron and steel products provided by the Contractor pursuant to this Agreement. "Iron and Steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.	I understand and I agree
2	The Contractor hereby represents and warrants to and for the benefit of the Project Owner and the State that: (a) the Contractor has reviewed and understands the American Iron and Steel Requirements, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirements, as may be requested by the Project Owner or the State.	I understand and I agree
3	Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Project Owner or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Project Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Project Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Project Owner for the funding of its project, the Project Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of the Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.	I understand and I agree

Delivery			
1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.		I understand and I agree
2	All product shall be ordered/delivered FOB: Destination to a City owned lot at the intersection of Queen & Myrtle although we reserve the right to change that location. Final delivery destination to be communicated at least three (3) weeks prior to delivery.		I understand and I agree
3	PARTIAL DELIVERIES ARE REQUIRED and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.		I understand and I agree
4	Supplier acknowledges that they understand delivery is needed as soon as product can be obtained.		I understand and I agree
5	24-hour prior notice of delivery is required to Matthew Meek at (509) 625-7817.		I understand and I agree
Additional Items			
1	The City of Spokane reserves the right to purchase additional items at the quoted price for one (1) month from the "due date" of this ITB. Supplier agrees to sell at the same price, terms, and conditions for one (1) month from the "due date" of this ITB..		Yes
Payment Terms			
1	Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediate make every effort to settle the disputed amount.		I understand and I agree
Sales Tax			
1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.		I understand and I agree
Business Registration Requirement			
1	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 being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier 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.		Understood and Agreed
2	Supplier's Business Registration No.		409023243

#1	DI Pipe 6" Dia (Restrained)	Base	LF	30.00	\$28.23	\$846.90	US PIPE 6" CL50 WITH FIELD LOK GASKETS
#2	DI Pipe 12" Dia (Restrained)	Base	LF	63.00	\$56.69	\$3,571.47	US PIPE 12" CL350 WITH FIELD LOK GASKETS
#3	DI Pipe 30" Dia	Base	LF	1,560.00	\$284.56	\$443,913.60	US PIPE 30" CL250
#4	DI Pipe 30" Dia (Restrained)	Base	LF	1,744.00	\$396.10	\$690,798.40	US PIPE 30" CL250 HDSS - HDSS PIPE IS REPLACING TR FLEX PER US PIPE
#5	Bend - 12" 45 degree MJxMJ	Base	ea	4.00	\$448.87	\$1,795.48	C153 DOMESTIC
#6	Bend - 12" 90 degree MJxMJ	Base	ea	1.00	\$564.86	\$564.86	C153 DOMESTIC
#7	Tee - 12" x 6" MJ	Base	ea	1.00	\$521.96	\$521.96	C153 DOMESTIC
#8	Sleeve - 12" MJ Longsleeve C153	Base	ea	2.00	\$355.12	\$710.24	C153 DOMESTIC
#9	Megalugs - 12" w/gaskets and bolts	Base	ea	19.00	\$144.17	\$2,739.23	EBAA 1112DSC MEGALUG
#10	Bend - 30", 11.25 deg	Base	ea	1.00	\$4,648.30	\$4,648.30	C153 DOMESTIC
#11	Bend - 30", 22.5 deg	Base	ea	1.00	\$5,167.88	\$5,167.88	C153 DOMESTIC
#12	Bend - 30", 45 deg (compact fitting)	Base	ea	2.00	\$6,048.11	\$12,096.22	C153 DOMESTIC
#13	Bend - 30", 45 deg	Base	ea	3.00	\$6,048.11	\$18,144.33	C153 DOMESTIC
#14	Bend - 30", 90 deg	Base	ea	3.00	\$8,992.32	\$26,976.96	C153 DOMESTIC
#15	Tee - 30"x30" MJ	Base	ea	0.00	\$12,393.33	\$0.00	C153 DOMESTIC
#16	Sleeve - 30" MJ Longsleeve C153	Base	ea	2.00	\$5,279.89	\$10,559.78	C153 DOMESTIC
#17	Tee - 30"x12", MJ on 12"	Base	ea	1.00	\$6,804.62	\$6,804.62	C153 DOMESTIC
#18	Megalug - 30" w/gaskets and bolts	Base	ea	28.00	\$1,208.63	\$33,841.64	EBAA 1130DEC MEGALUG

#19	Megalug - 6" w/gaskets and bolts	Base	ea	5.00	\$57.19	\$285.95	EBAA 1106DSC MEGALUG
#20	O'Ring Tapping Sleeve - 18" x 12", MJ on 12"	Base	ea	1.00	\$5,513.60	\$5,513.60	ROMAC 18X12 FTS 420 SSFE - DOMESTIC DI FLANGE OUTLET
#21	Gate Valve 12" FLJxMJ	Base	ea	1.00	\$2,850.08	\$2,850.08	AMERICAN FLOW CONTROL AIS DOMESTIC
#22	Butterfly Valve 30" MJxMJ	Base	ea	2.00	\$24,857.87	\$49,715.74	VALMATIC 30" MJxMJ AIS BUTTERFLY VALVE
#23	Threaded Tapping Sleeve - 30"x2"	Base	ea	4.00	\$1,654.57	\$6,618.28	ROMAC FTS420T 30X2 THREADED TAPPING SLEEVE
#24	O-Ring Tapping Sleeve - 30" x 4"	Base	ea	4.00	\$2,853.84	\$11,415.36	ROMAC FTS420 SSFE
#25	1700 Megalug Harness 30" Dia	Base	ea	1.00	\$1,941.72	\$1,941.72	EBAA 1730 SERIES BELL RESTRAINT
#26	Bend - 8" 45 Deg,	Base	ea	12.00	\$179.54	\$2,154.48	C153 DOMESTIC
#27	Megalug - 8" w/gaskets and bolts	Base	ea	24.00	\$76.37	\$1,832.88	EBAA 1108DSC MEGALUG
#28	Sleeve - 8" MJ Longsleeve C153	Base	ea	3.00	\$176.37	\$529.11	C153 DOMESTIC
#29	DI Pipe 8" Dia (Restrained)	Base	LF	80.00	\$37.40	\$2,992.00	US PIPE CL350 WITH FIELD LOK GASKETS
Products for 2018106 Marshall Rd. Transmission Main (These do not need to meet American Iron & Steel Provisions) - only WSDOT/City of Spokane							
#1	DI Pipe 12" Dia	Base	LF	826.00	\$45.75	\$37,789.50	US PIPE 12" CL350

#2	DI Pipe 12" Dia (Restrained)	Base	LF	780.00	\$56.70	\$44,226.00	US PIPE 12" CL350 WITH FIELD GASKETS
#3	DI Pipe 30" Dia	Base	LF	4,914.00	\$284.56	\$1,398,327.84	US PIPE 30" CL250
#4	DI Pipe 30" Dia (Restrained)	Base	LF	2,350.00	\$396.10	\$930,835.00	US PIPE 30" CL250 HDSS - HDSS PIPE IS REPLACING TR FLEX PER US PIPE
#5	Tapping Sleeve - 30"x12" steel FL on 12"	Base	EA	2.00	\$6,995.47	\$13,990.94	SSTIII 30X12 STAINLESS STEEL FLANGE
#6	Bend - 30" 11.25 deg MJxMJ	Base	EA	12.00	\$2,460.15	\$29,521.80	C153 IMPORT
#7	Bend - 30" 22.5 deg MJxMJ	Base	EA	15.00	\$2,416.15	\$36,242.25	C153 IMPORT
#8	Bend - 30" 90 deg MJxMJ	Base	EA	5.00	\$3,432.00	\$17,160.00	C153 IMPORT
#9	Bend - 12" 11.25 deg MJxMJ	Base	EA	4.00	\$248.05	\$992.20	C153 IMPORT
#10	Bend - 12" 22.5 deg MJxMJ	Base	EA	6.00	\$264.55	\$1,587.30	C153 IMPORT
#11	Bend - 12" 45 deg MJxMJ	Base	EA	4.00	\$302.50	\$1,210.00	C153 IMPORT
#12	Tee - 12"x12" MJ	Base	EA	1.00	\$508.20	\$508.20	C153 IMPORT
#13	Gate Valve 12" MJxMJ	Base	EA	3.00	\$2,981.23	\$8,943.69	AMERICAN FLOW CONTROL
#14	Gate Valve 12" FLxMJ	Base	EA	1.00	\$2,845.69	\$2,845.69	AMERICAN FLOW CONTROL
#15	Megalugs - 30" w/gaskets & bolts	Base	EA	78.00	\$1,208.63	\$94,273.14	EBAA 1130DEC MEGALUG
#16	Megalugs - 12" w/gaskets & bolts	Base	EA	38.00	\$144.17	\$5,478.46	EBAA 1112DSC MEGALUG
#17	Threaded Tapping Sleeve - 30"x2"	Base	EA	5.00	\$1,027.12	\$5,135.60	ROMAC FTS420T 30X2 THREADED TAPPING SLEEVE

#18	O-Ring Tapping Sleeve - 30"x4"	Base	EA	4.00	\$1,323.00	\$5,292.00	ROMAC FTS420 30X4 SSFE
#19	1700 Megalug Harness 30"	Base	EA	3.00	\$1,941.72	\$5,825.16	EBAA 1730 SERIES BELL RESTRAINT
#20	Sleeve - 12" MJxMJ	Base	ea	6.00	\$278.85	\$1,673.10	C153
#21	Adapter - 12" FLxMJ	Base	ea	2.00	\$317.35	\$634.70	C153
#22	Gate Valve - 12" FLxFL	Base	ea	1.00	\$2,954.56	\$2,954.56	AMERICAN FLOW CONTROL
#23	Check Valve Wafer Style 12"	Base	ea	2.00	\$1,918.16	\$3,836.32	VALMATIC DUAL DISC CHECK VALVE
#24	1700 Megalug Harness 12"	Base	ea	3.00	\$225.17	\$675.51	EBAA 1712 SERIES BELL RESTRAINT
#25	DI Plug MJ - 30"	Base	ea	2.00	\$2,085.41	\$4,170.82	C153
#25	DI Plug MJ - 12"	Base	ea	3.00	\$171.21	\$513.63	C153
#26	Bend - 30" 45 Deg	Base	ea	4.00	\$3,053.28	\$12,213.12	C153
Total Base Bid		\$4,016,407.60					

Specifications for Water Pipe, Fittings & Valves

The pipe, fittings & valves included in this bid solicitation shall meet standard City of Spokane water dept materials ordering practice as specified in the 2022 WSDOT Standard Specifications for Road, Bridge and Municipal Construction except as modified below.

SECTION 7-09 WATER MAINS

7-09.2 Materials

Water mains shall be at the pressure class or thickness class with equal or greater wall thickness as listed below.

Ductile Iron Pipe Diameter	Pressure Class
3 inch to 12 inch	350
Greater than 12 inch	150

SECTION 9-30 WATER DISTRIBUTION MATERIALS

9-30.2 Fittings

9-30.2(6) Restrained Joints

Add the following after the last paragraph:

For pipe 12-inches and under, acceptable manufactured restraint joint systems are as follows:

MJ Gripper Gland as manufactured by U.S. Pipe;
TR Flex restraint joints as manufactured by U.S. Pipe; Lok-tyton restraint joints as manufactured by U.S. Pipe;
Field-Lok restraint joint as manufactured by U.S. Pipe;
Tyton-Lok mechanical joints as manufactured by the Pacific States Cast Iron Pipe Company;
MEGALUG as manufactured by Ebaa Iron, Inc.;
American Fast Grip Gaskets as manufactured by American Ductile Iron Pipe;
Gripper Gaskets as manufactured by Gripper Gasket LLC;
McWayne Sure Stop 350 gaskets as manufactured by McWayne.
One-Lok as manufactured by SIGMA Corporation;
Star Grip as manufactured by Star Pipe Products;
ROMAGrip as manufactured by ROMAC Industries.

The preceding restrained joint systems which are external restraint shall be acceptable only if external restraint systems for pipe 12-inches and under have multiple teeth on the gripping wedge at the gripping surface.

For pipe larger than 12-inches the acceptable manufactured restraint joint systems are as follows:

TR Flex Gripper Ring as manufactured by U.S. Pipe (Water Department's written approval is required prior to use);
TR flex restraint joints as manufactured by U.S. Pipe; Lok-Tyton restraint joints as manufactured by U.S. Pipe;
Tyton-Lok mechanical joints as manufactured by Pacific States Cast Iron Pipe Company;
American Lok-Ring restraint joints as manufactured by American Ductile Iron Pipe Company;
Flex-Ring Joint Including Field Flex-Ring for sizes 14-inch through 36-inch restraint joints as manufactured by American Ductile Iron Pipe Company;
MEGALUG [pipe 48-inches and under] as manufactured by EBAA Inc.;
Field Lok Gaskets as manufactured by United States Pipe & Foundry Company;
American Fast Grip Gaskets as manufactured by American Ductile Iron Pipe;
SuperLug as manufactured by Sigma Corporation;
Snap-loc restraints for push-on joints as manufactured by Griffin Pipe Products Co.;
HP Loc Restrained joint pipe as manufactured by U.S. Pipe Co;
Star Grip as manufactured by Star Pipe Products.

The preceding restrained joint systems which are external restraint shall be acceptable only if external restraint systems for pipe larger than 12-inches have multiple teeth on the gripping wedge at the gripping surface.

9-30.3 Valves

Check Valves. Check valves shall be wafer type resilient seat double disc swing check valves, of class specified on the Plans or Special Provisions with cast or ductile iron plate and body, Buna-N seals and plain or flat face, Marlin Duo-Check II, HMP, or an approved substitute.

Replace the last sentence with the following:

Valves shall open CLOCKWISE (open right).

Gate Valves. Gate valves shall be resilient seat. Where indicated on the Plans or directed by the Engineer, ends shall be flange x mechanical joint, flange x flange, or mechanical joint x mechanical joint.

Pre-Approved Gate Valve Manufacturers:

American Flow Systems

Clow

East Jordan Iron Works

M&H

Mueller

Kennedy

Stockham
Waterous

All valves shall comply with ANSI/AWWA C509-01 or ANSI/AWWA C515-01 or their latest revisions, Class 150. Resilient seated Gate Valves shall be non-rising stem type suitable for direct burial, or the rising stem type (OS&Y). Shaft seals shall be standard "O" ring seals.

All cast iron shall conform to ASTM A-126 Class B. All ductile iron shall conform to ASTM A-536 Class B.

Stems shall be manganese bronze having a minimum ultimate tensile strength of 60,000 psi, and a minimum yield strength of 20,000 psi or greater. Stainless steel stems will also be allowed. Bolts shall be electro-plated steel with hex heads and hex nuts in accordance with ASTM A-307.

NRS stem collars shall be cast integral with the stem and machined to size. The housing for the valve stem collar shall be machined. A thrust bearing shall be incorporated as required to optimize operating torques.

NRS valves shall be furnished with "O" ring stem seals using two "O" rings located above the thrust collar to be set in grooves in the stem.

The internal and external iron surfaces of the body and bonnet shall be totally coated with epoxy and shall conform to AWWA 550 standards. Gates for all valves shall be encapsulated in rubber, be field replaceable and provide a dual seal on the mating body seat. Valves shall be capable of installation in any position with rated sealing in both directions. Rubber seats of specially compounded SBR material shall be utilized and be capable of sealing even under conditions of normal wear. The valve body shall have internal guides engaging integral lugs in the gate in a tongue and groove manner, supporting the gate throughout open/close travel.

Gate valve stems shall have a 2" wrench operating nut, painted red and with an arrow showing clockwise opening direction. Gate valves shall open in a clockwise direction of the operating nut (Open Right).

Rising stem gate valves (OS&Y) shall open in a counter-clockwise direction (Open Left) and shall be wheel top operator, painted black.

Gate valves shall be furnished with a type of end connection as follows: Mechanical joint per ANSI/AWWA C111, or Flange-ANSI/AWWA flange drilling Class 125, or as shown on the plans.

Markings shall be in accordance with ANSI/AWWA C509-01, or ANSI/AWWA 515-01 to include the name of the manufacturer, minimum working pressure, and valve size.

Gate valves shall be rated for zero leakage at 150 psi water working pressure and have a 300 psi hydrostatic test for structural soundness for 4" through 12".

Bidders shall submit a catalog or brochure that describes the valves, including materials used in the valve construction, they propose to furnish.

9-30.3(3) Butterfly Valves

Add the following after the first paragraph:

Valve shafts shall be constructed of 18-8 Type 304 stainless steel or protected with 18-8 Type 304 stainless steel journals.

The valve mating seat shall be constructed of 18-8 Type 304 stainless steel.

Valve ends shall be mechanical joint conforming to ANSI/AWWA C111/A21.11 or as specified on the Plans and Specifications.

The vendor and/or Contractor shall furnish the City of Spokane an affidavit of compliance that the valves furnished comply with, or exceed the applicable provisions of these Specifications as well as those of the ANSI/AWWA C504 (latest revision).

Tapping Sleeves

- A. Fabricated Steel Tapping Sleeve, Flange Outlet
Nuts and bolts must be Type 304 stainless steel.

Acceptable Products: Ford FTSC-SH, ROMAC FTS420-SSFE, or Smith-Blair 622-031 only.

Ductile Iron Fittings

All ductile iron fittings must be compact style (unless otherwise noted), provided without accessories, and meet ANSI/AWWA C153/A21.53-11 standards. Full body fittings, meeting ANSI/AWWA C110/A21.10-12 standards, are acceptable only when a requested fitting is not covered by the C153 standard.

Gaskets

- B. Tyton Joint Restraint Gasket

Approved Products: US Pipe Field Lok, Gripper Gasket, or McWane Sure Stop only.

The following is only applicable to that portion of the job entitled SIA T-main I90 Crossings.

American Iron and Steel Provision

Congress passed a law January 17, 2014, that requires water systems to use U.S. steel and iron products for projects funded in part or in full by a Drinking Water State Revolving Fund (DWSRF) loan.

The act defines iron and steel products as, "...the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials."

We are quoting US Pipe HDSS pipe instead of TR Flex for the 30" bid items. Per US Pipe, this is their new version that will be phasing out TR Flex

A handwritten signature in black ink, appearing to be 'L. M. W.' or similar, written in a cursive style.

11/21/22

ITB #5753-22 SIA T-Main I90 Crossing & Marshall Rd Pipe & Fittings Tabulation

Reference Number	Description	Type	UOM	Quantity	Core & Main	H D FOWLER CO	Consolidated Supply Co.
Products for 2018107- SIA Transmission Main Crossing Under I-90 (Must meet American iron & steel Provision & WSDOT/City of Spokane)							
#1	DI Pipe 6" Dia (Restrained)	Base	LF	30	\$1,080.60	\$912.60	\$846.90
#2	DI Pipe 12" Dia (Restrained)	Base	LF	63	\$4,437.09	\$3,908.52	\$3,571.47
#3	DI Pipe 30" Dia	Base	LF	1,560.00	\$283,966.80	\$320,190.00	\$443,913.60
#4	DI Pipe 30" Dia (Restrained)	Base	LF	1,744.00	\$459,317.28	\$546,744.00	\$690,798.40
#5	Bend - 12" 45 degree MJxMJ	Base	ea	4	\$1,615.92	\$1,683.24	\$1,795.48
#6	Bend - 12" 90 degree MJxMJ	Base	ea	1	\$564.86	\$529.55	\$564.86
#7	Tee - 12" x 6" MJ	Base	ea	1	\$521.96	\$489.33	\$521.96
#8	Sleeve - 12" MJ Longsleeve C153	Base	ea	2	\$710.26	\$665.86	\$710.24
#9	Megalugs - 12" w/gaskets and bolts	Base	ea	19	\$2,469.62	\$2,852.66	\$2,739.23
#10	Bend - 30", 11.25 deg	Base	ea	1	\$4,547.25	\$4,357.78	\$4,648.30
#11	Bend - 30", 22.5 deg	Base	ea	1	\$5,055.53	\$4,844.87	\$5,167.88
#12	Bend - 30", 45 deg (compact fitting)	Base	ea	2	\$11,833.28	\$11,340.20	\$12,096.22
#13	Bend - 30", 45 deg	Base	ea	3	\$17,749.92	\$17,010.30	\$18,144.33
#14	Bend - 30", 90 deg	Base	ea	3	\$26,390.52	\$25,290.90	\$26,976.96
#15	Tee - 30"x30" MJ	Base	ea	0	\$0.00	\$0.00	\$0.00

#16	Sleeve - 30" MJ Longsleeve C153	Base	ea	2	\$10,330.20	\$9,899.78	\$10,559.78
#17	Tee - 30"x12", MJ on 12"	Base	ea	1	\$6,656.50	\$6,379.15	\$6,804.62
#18	Megalug - 30" w/gaskets and bolts	Base	ea	28	\$31,002.16	\$39,047.68	\$33,841.64
#19	Megalug - 6" w/gaskets and bolts	Base	ea	5	\$257.80	\$297.75	\$285.95
#20	O'Ring Tapping Sleeve - 18" x 12", MJ on 12"	Base	ea	1	\$2,612.75	\$4,131.95	\$5,513.60
#21	Gate Valve 12" FLJxMJ	Base	ea	1	\$2,898.28	\$2,662.64	\$2,850.08
#22	Butterfly Valve 30" MJxMJ	Base	ea	2	\$49,315.80	\$48,458.20	\$49,715.74
#23	Threaded Tapping Sleeve - 30"x2"	Base	ea	4	\$4,573.72	\$6,834.96	\$6,618.28
#24	O-Ring Tapping Sleeve - 30" x 4"	Base	ea	4	\$6,478.80	\$11,968.80	\$11,415.36
#25	1700 Megalug Harness 30" Dia	Base	ea	1	\$1,793.57	\$1,718.83	\$1,941.72
#26	Bend - 8" 45 Deg,	Base	ea	12	\$2,154.60	\$2,019.84	\$2,154.48
#27	Megalug - 8" w/gaskets and bolts	Base	ea	24	\$1,652.40	\$1,908.72	\$1,832.88
#28	Sleeve - 8" MJ Longsleeve C153	Base	ea	3	\$529.11	\$496.02	\$529.11
#29	DI Pipe 8" Dia (Restrained)	Base	LF	80	\$3,566.40	\$3,190.40	\$2,992.00
Sub Total					\$944,082.98	\$1,079,834.53	\$1,349,551.07

Products for 2018106 Marshall Rd. Transmission Main (These do not need to meet American Iron & Steel Provisions) - only WSDOT/City of Spokane

#1	DI Pipe 12" Dia	Base	LF	826	\$45,033.52	\$37,029.58	\$37,789.50
#2	DI Pipe 12" Dia (Restrained)	Base	LF	780	\$50,551.80	\$48,391.20	\$44,226.00
#3	DI Pipe 30" Dia	Base	LF	4,914.00	\$891,055.62	\$1,008,598.50	\$1,398,327.84
#4	DI Pipe 30" Dia (Restrained)	Base	LF	2,350.00	\$620,306.00	\$736,725.00	\$930,835.00
#5	Tapping Sleeve - 30"x12" steel FL on 12"	Base	EA	2	\$5,152.34	\$5,086.40	\$13,990.94
#6	Bend - 30" 11.25 deg MJxMJ	Base	EA	12	\$27,713.28	\$24,601.44	\$29,521.80
#7	Bend - 30" 22.5 deg MJxMJ	Base	EA	15	\$34,022.10	\$30,201.90	\$36,242.25
#8	Bend - 30" 90 deg MJxMJ	Base	EA	5	\$16,108.70	\$14,300.00	\$17,160.00
#9	Bend - 12" 11.25 deg MJxMJ	Base	EA	4	\$952.16	\$826.84	\$992.20
#10	Bend - 12" 22.5 deg MJxMJ	Base	EA	6	\$1,523.22	\$1,322.76	\$1,587.30
#11	Bend - 12" 45 deg MJxMJ	Base	EA	4	\$1,161.12	\$1,008.32	\$1,210.00
#12	Tee - 12"x12" MJ	Base	EA	1	\$487.67	\$423.50	\$508.20
#13	Gate Valve 12" MJxMJ	Base	EA	3	\$9,029.28	\$9,141.30	\$8,943.69
#14	Gate Valve 12" FLxMJ	Base	EA	1	\$2,898.28	\$2,662.64	\$2,845.69
#15	Megalugs - 30" w/gaskets & bolts	Base	EA	78	\$86,363.16	\$86,542.56	\$94,273.14
#16	Megalugs - 12" w/gaskets & bolts	Base	EA	38	\$4,939.24	\$4,732.90	\$5,478.46
#17	Threaded Tapping Sleeve - 30"x2"	Base	EA	5	\$4,471.90	\$4,628.50	\$5,135.60

#18	O-Ring Tapping Sleeve - 30"x4"	Base	EA	4	\$4,548.36	\$4,706.12	\$5,292.00
#19	1700 Megalug Harness 30"	Base	EA	3	\$5,380.71	\$3,183.24	\$5,825.16
#20	Sleeve - 12" MJxMJ	Base	ea	6	\$1,605.54	\$1,394.28	\$1,673.10
#21	Adapter - 12" FLxMJ	Base	ea	2	\$609.08	\$528.92	\$634.70
#22	Gate Valve - 12" FLxFL	Base	ea	1	\$3,009.76	\$2,764.94	\$2,954.56
#23	Check Valve Wafer Style 12"	Base	ea	2	\$5,781.02	\$6,181.00	\$3,836.32
#24	1700 Megalug Harness 12"	Base	ea	3	\$637.98	\$598.08	\$675.51
#25	DI Plug MJ - 30"	Base	ea	2	\$3,697.80	\$3,282.58	\$4,170.82
#25	DI Plug MJ - 12"	Base	ea	3	\$465.51	\$404.25	\$513.63
#26	Bend - 30" 45 Deg	Base	ea	4	\$10,827.96	\$9,612.16	\$12,213.12
Sub Total					\$1,838,333.11	\$2,048,878.91	\$2,666,856.53
Total Extended					\$2,782,416.09	\$3,128,713.44	\$4,016,407.60



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/30/2022
Clerk's File #	OPR 2022-0893
Renews #	
Cross Ref #	
Project #	2018106
Bid #	RFQ 5753-22
Requisition #	RE

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	0370 - PIPE PREORDER MARSHALL RD T-MAIN (2018106) H.D. FOWLER

Agenda Wording
Pipe Preorder in support of the Marshall Road Transmission Phase 1 project with H.D. Fowler.

Summary (Background)
Sealed bids were accepted through the City's electronic bidding portal on 11/21/22 to support the SIA Transmission Main Crossing under I-90 and the Marshall Road Transmission Main Projects. Award is recommended across three respondents in accordance with the low responsive, responsible bidder able to deliver timely in each category. Items proposed for preorder are included as outlined in the bid tabulation.

Lease? NO	Grant related? NO	Public Works? YES
Fiscal Impact		Budget Account
Expense	\$ 156,921.56	# 4250-42300-94340-56501-15771
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	BULLER, DAN	Study Session\Other	PIES 11/28/2022
Division Director	FEIST, MARLENE	Council Sponsor	KINNEAR
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	HARRINGTON, MARGARET	eraea@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	publicworksaccounting@spokanecity.org	
Additional Approvals		ICM@spokanecity.org	
Purchasing	PRINCE, THEA	ddaniels@spokanecity.org	

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Marshall Rd Transmission Main
Summary (Background)	<ul style="list-style-type: none"> As development occurs along the Hwy 195 corridor, the Water Department is upgrading its infrastructure to support such development. At present, a single transmission main (large diameter main) connects the city's sources of supply (wells) to the growing Hwy 195 residential corridor. This project provides a second transmission main by way of a three phase 2.5 mile 30" diameter transmission main. Phase 1 is within the mostly gravel Marshall Rd. and is planned for construction in 2023. Phase 2 crosses multiple privately owned parcels as well as the railroad and is planned for either later 2023 or 2024. Phase 3 is mostly within Cheney Spokane Rd. and is planned for construction in 2024. This project is locally funded.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
Fiscal Impact:	
Total Cost:	
Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source X One-time <input type="checkbox"/> Recurring	
Specify funding source: project funds (generally street or utility funds)	
Expense Occurrence X One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
<p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

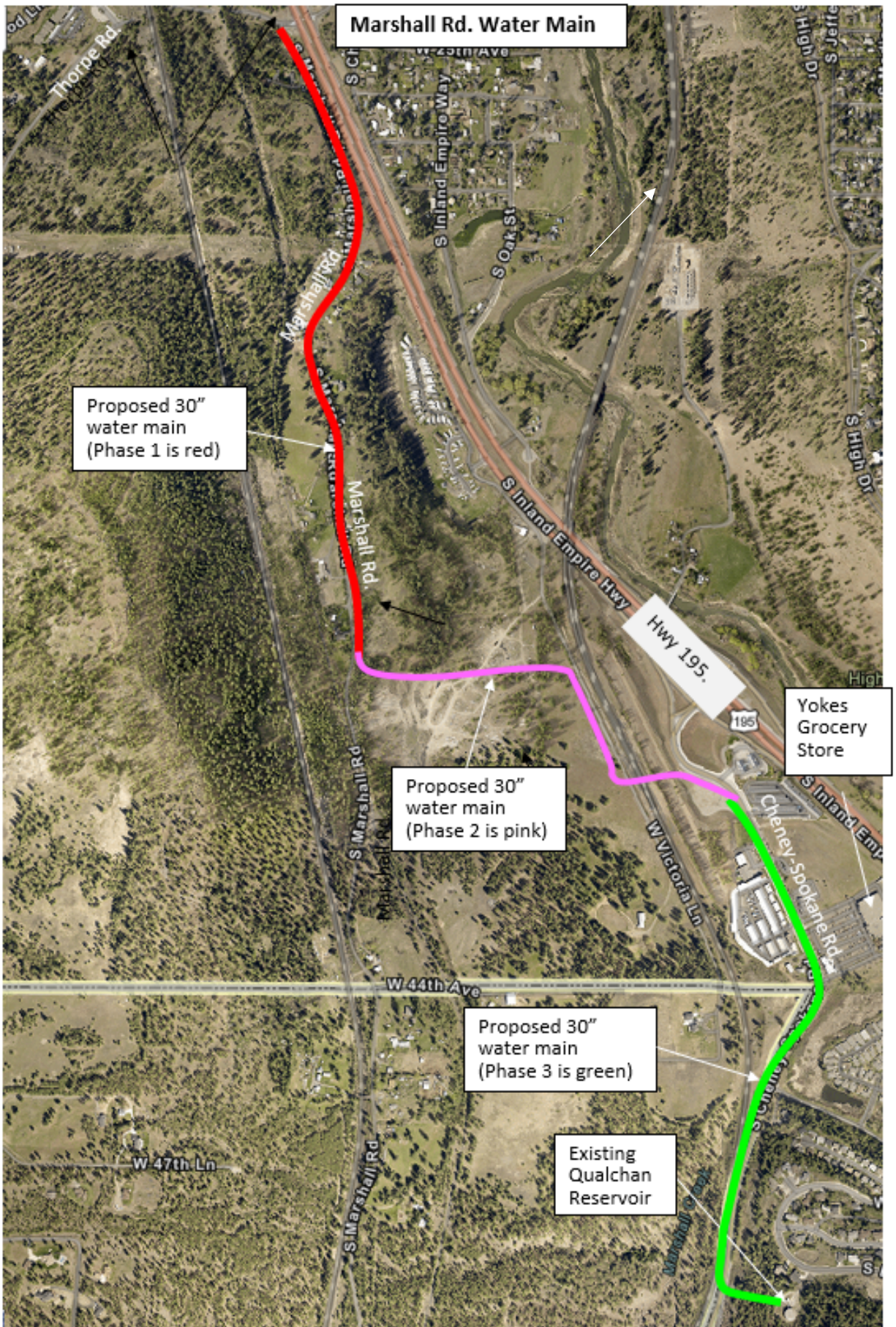
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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

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

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

Project Location



Bid Response Summary

Bid Number ITB 5753-22
Bid Title SIA T-Main I90 Crossing & Marshall Rd Pipe & Fittings
Due Date Monday, November 21, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company H D FOWLER CO
Submitted By JOSH ALDERMAN - Monday, November 21, 2022 11:37:11 AM [(UTC-08:00) Pacific Time (US & Canada)]
 JOSHA@HDFOWLER.COM 5095688400

Comments

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Indicate the appropriate point of contact (phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, explicitly specify all relevant contacts.	Josh Alderman 509-370-2723 josh@hdfowler.com
Council Approval			
	1	This purchase is subject to City Council approval. Approval is anticipated in late November 2022. The City assumes no obligation to purchase until the purchase is approved by Council and a City purchase order is issued.	I understand and I agree
General			
	1	Acceptable product makes/models, where specified, must be adhered to. The items needing to be ordered are in the Pricing tab as well as in the Documents tab.	I understand and I agree
	2	The City of Spokane may award the products to multiple vendors based on size or product.	I understand and I agree
	3	The City of Spokane will adjust pipe quantities on the Purchase Order to meet standard pipe lengths.	I acknowledge and I understand
	4	Upload the "Pre-Order Specifications" document in the "Documents" tab. This document will need to be printed and signed prior to uploading it. This document will need to be saved as one document as this system will only allow upload of one document. Signing and uploading this document means you have read and understood ALL the information on this document.	Preorder specs signed.pdf
Withdrawal of Bid			

1	Suppliers may withdraw Bids prior to the scheduled Bid due date and time. Unless otherwise specified, no Bids may be withdrawn for thirty (30) calendar days after the due date.	I understand and I agree
Use of American Iron and Steel - ONLY FOR SIA T-MAIN CROSSING I90 ITEMS		
1	This provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.). This provision does not apply if the engineering plans and specifications for the project were approved by the Ecology prior to January 17, 2014. The Contractor acknowledges to and for the benefit of the Project Owner and the State of Washington that it understands the goods and services under this Agreement are being funded with monies made available by the Water Pollution Control Revolving Fund which contains provisions commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirements") including iron and steel products provided by the Contractor pursuant to this Agreement. "Iron and Steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.	I understand and I agree
2	The Contractor hereby represents and warrants to and for the benefit of the Project Owner and the State that: (a) the Contractor has reviewed and understands the American Iron and Steel Requirements, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirements, as may be requested by the Project Owner or the State.	I understand and I agree

3	<p>Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Project Owner or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Project Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Project Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Project Owner for the funding of its project, the Project Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of the Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.</p>	I understand and I agree
Delivery		
1	<p>All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.</p>	I understand and I agree
2	<p>All product shall be ordered/delivered FOB: Destination to a City owned lot at the intersection of Queen & Myrtle although we reserve the right to change that location. Final delivery destination to be communicated at least three (3) weeks prior to delivery.</p>	I understand and I agree
3	<p>PARTIAL DELIVERIES ARE REQUIRED and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.</p>	I understand and I agree
4	<p>Supplier acknowledges that they understand delivery is needed as soon as product can be obtained.</p>	I understand and I agree
5	<p>24-hour prior notice of delivery is required to Matthew Meek at (509) 625-7817.</p>	I understand and I agree
Additional Items		
1	<p>The City of Spokane reserves the right to purchase additional items at the quoted price for one (1) month from the "due date" of this ITB. Supplier agrees to sell at the same price, terms, and conditions for one (1) month from the "due date" of this ITB..</p>	No
Payment Terms		
1	<p>Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediate make every effort to settle the disputed amount.</p>	I understand and I agree

Sales Tax		
1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I understand and I agree
Business Registration Requirement		
1	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 being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier 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.	Understood and Agreed
2	Supplier's Business Registration No.	179016679
Polychlorinated Biphenyls (PCBs)		
1	In accordance with SMC 7.06.172(A), respondent certifies the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	I understand and I agree
2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
3	If so, were PCBs found at a measurable level?	
4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
5	If so, note from whom the results can be obtained.	
6	Do you have reason to believe the product contains measurable levels of PCBs?	No
7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms & Conditions		

1	Submission of a bid constitutes acceptance of the Terms & Conditions of this request in accordance with the document so named in the 'Documents' tab.	I understand and I agree
Other		
1	This area is for suppliers to add any additional information, comments, etc.	quoting US Pipe HDSS for the 30" restrained ductile pipe. HDSS restrained pipe is the replacement for TR Flex restrained pipe. See attached submittal info.
2	This area is for suppliers to upload add any additional information, documents, etc. You can only upload one document so if you have multiple documents, combine them into one before uploading.	USP_Brochure_HDSS_06292020.pdf

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	Make/Model
Products for 2018107-SIA Transmission Main Crossing Under I-90 (Must meet American iron & steel Provision & WSDOT/City of Spokane)									
	#1	DI Pipe 6" Dia (Restrained)	Base	LF	30.00	\$30.42	\$912.60		
	#2	DI Pipe 12" Dia (Restrained)	Base	LF	63.00	\$62.04	\$3,908.52		
	#3	DI Pipe 30" Dia	Base	LF	1,560.00	\$205.25	\$320,190.00		
	#4	DI Pipe 30" Dia (Restrained)	Base	LF	1,744.00	\$313.50	\$546,744.00		
	#5	Bend - 12" 45 degree MJxMJ	Base	ea	4.00	\$420.81	\$1,683.24		
	#6	Bend - 12" 90 degree MJxMJ	Base	ea	1.00	\$529.55	\$529.55		
	#7	Tee - 12" x 6" MJ	Base	ea	1.00	\$489.33	\$489.33		
	#8	Sleeve - 12" MJ Longsleeve C153	Base	ea	2.00	\$332.93	\$665.86		

#9	Megalugs - 12" w/gaskets and bolts	Base	ea	19.00	\$150.14	\$2,852.66	STAR STARGRIP
#10	Bend - 30", 11.25 deg	Base	ea	1.00	\$4,357.78	\$4,357.78	
#11	Bend - 30", 22.5 deg	Base	ea	1.00	\$4,844.87	\$4,844.87	
#12	Bend - 30", 45 deg (compact fitting)	Base	ea	2.00	\$5,670.10	\$11,340.20	
#13	Bend - 30", 45 deg	Base	ea	3.00	\$5,670.10	\$17,010.30	
#14	Bend - 30", 90 deg	Base	ea	3.00	\$8,430.30	\$25,290.90	
#15	Tee - 30"x30" MJ	Base	ea	0.00	\$11,618.75	\$0.00	
#16	Sleeve - 30" MJ Longsleeve C153	Base	ea	2.00	\$4,949.89	\$9,899.78	
#17	Tee - 30"x12", MJ on 12"	Base	ea	1.00	\$6,379.15	\$6,379.15	
#18	Megalug - 30" w/gaskets and bolts	Base	ea	28.00	\$1,394.56	\$39,047.68	STAR STARGRIP
#19	Megalug - 6" w/gaskets and bolts	Base	ea	5.00	\$59.55	\$297.75	STAR STARGRIP
#20	O'Ring Tapping Sleeve - 18" x 12", MJ on 12"	Base	ea	1.00	\$4,131.95	\$4,131.95	
#21	Gate Valve 12" FLJxMJ	Base	ea	1.00	\$2,662.64	\$2,662.64	
#22	Butterfly Valve 30" MJxMJ	Base	ea	2.00	\$24,229.10	\$48,458.20	
#23	Threaded Tapping Sleeve - 30"x2"	Base	ea	4.00	\$1,708.74	\$6,834.96	
#24	O-Ring Tapping Sleeve - 30" x 4"	Base	ea	4.00	\$2,992.20	\$11,968.80	
#25	1700 Megalug Harness 30" Dia	Base	ea	1.00	\$1,718.83	\$1,718.83	
#26	Bend - 8" 45 Deg,	Base	ea	12.00	\$168.32	\$2,019.84	
#27	Megalug - 8" w/gaskets and bolts	Base	ea	24.00	\$79.53	\$1,908.72	STAR STARGRIP
#28	Sleeve - 8" MJ Longsleeve C153	Base	ea	3.00	\$165.34	\$496.02	
#29	DI Pipe 8" Dia (Restrained)	Base	LF	80.00	\$39.88	\$3,190.40	

Products for 2018106
 Marshall Rd.
 Transmission Main
 (These do not need to
 meet American Iron
 & Steel
 Provisions) - only
 WSDOT/City of
 Spokane

#1	DI Pipe 12" Dia	Base	LF	826.00	\$44.83	\$37,029.58	
#2	DI Pipe 12" Dia (Restrained)	Base	LF	780.00	\$62.04	\$48,391.20	
#3	DI Pipe 30" Dia	Base	LF	4,914.00	\$205.25	\$1,008,598.50	
#4	DI Pipe 30" Dia (Restrained)	Base	LF	2,350.00	\$313.50	\$736,725.00	
#5	Tapping Sleeve - 30"x12" steel FL on 12"	Base	EA	2.00	\$2,543.20	\$5,086.40	
#6	Bend - 30" 11.25 deg MJxMJ	Base	EA	12.00	\$2,050.12	\$24,601.44	
#7	Bend - 30" 22.5 deg MJxMJ	Base	EA	15.00	\$2,013.46	\$30,201.90	
#8	Bend - 30" 90 deg MJxMJ	Base	EA	5.00	\$2,860.00	\$14,300.00	
#9	Bend - 12" 11.25 deg MJxMJ	Base	EA	4.00	\$206.71	\$826.84	
#10	Bend - 12" 22.5 deg MJxMJ	Base	EA	6.00	\$220.46	\$1,322.76	
#11	Bend - 12" 45 deg MJxMJ	Base	EA	4.00	\$252.08	\$1,008.32	
#12	Tee - 12"x12" MJ	Base	EA	1.00	\$423.50	\$423.50	
#13	Gate Valve 12" MJxMJ	Base	EA	3.00	\$3,047.10	\$9,141.30	
#14	Gate Valve 12" FLxMJ	Base	EA	1.00	\$2,662.64	\$2,662.64	
#15	Megalugs - 30" w/gaskets & bolts	Base	EA	78.00	\$1,109.52	\$86,542.56	STAR STARGRIP
#16	Megalugs - 12" w/gaskets & bolts	Base	EA	38.00	\$124.55	\$4,732.90	STAR STARGRIP
#17	Threaded Tapping Sleeve - 30"x2"	Base	EA	5.00	\$925.70	\$4,628.50	

#18	O-Ring Tapping Sleeve - 30"x4"	Base	EA	4.00	\$1,176.53	\$4,706.12	
#19	1700 Megalug Harness 30"	Base	EA	3.00	\$1,061.08	\$3,183.24	
#20	Sleeve - 12" MJxMJ	Base	ea	6.00	\$232.38	\$1,394.28	
#21	Adapter - 12" FLxMJ	Base	ea	2.00	\$264.46	\$528.92	
#22	Gate Valve - 12" FLxFL	Base	ea	1.00	\$2,764.94	\$2,764.94	
#23	Check Valve Wafer Style 12"	Base	ea	2.00	\$3,090.50	\$6,181.00	APCO MOD. CDD
#24	1700 Megalug Harness 12"	Base	ea	3.00	\$199.36	\$598.08	
#25	DI Plug MJ - 30"	Base	ea	2.00	\$1,641.29	\$3,282.58	
#25	DI Plug MJ - 12"	Base	ea	3.00	\$134.75	\$404.25	
#26	Bend - 30" 45 Deg	Base	ea	4.00	\$2,403.04	\$9,612.16	
Total Base Bid	\$3,128,713.44						

Specifications for Water Pipe, Fittings & Valves

The pipe, fittings & valves included in this bid solicitation shall meet standard City of Spokane water dept materials ordering practice as specified in the 2022 WSDOT Standard Specifications for Road, Bridge and Municipal Construction except as modified below.

SECTION 7-09 WATER MAINS

7-09.2 Materials

Water mains shall be at the pressure class or thickness class with equal or greater wall thickness as listed below.

Ductile Iron Pipe Diameter	Pressure Class
3 inch to 12 inch	350
Greater than 12 inch	150

SECTION 9-30 WATER DISTRIBUTION MATERIALS

9-30.2 Fittings

9-30.2(6) Restrained Joints

Add the following after the last paragraph:

For pipe 12-inches and under, acceptable manufactured restraint joint systems are as follows:

MJ Gripper Gland as manufactured by U.S. Pipe;
TR Flex restraint joints as manufactured by U.S. Pipe; Lok-tyton restraint joints as manufactured by U.S. Pipe;
Field-Lok restraint joint as manufactured by U.S. Pipe;
Tyton-Lok mechanical joints as manufactured by the Pacific States Cast Iron Pipe Company;
MEGALUG as manufactured by Ebaa Iron, Inc.;
American Fast Grip Gaskets as manufactured by American Ductile Iron Pipe;
Gripper Gaskets as manufactured by Gripper Gasket LLC;
McWayne Sure Stop 350 gaskets as manufactured by McWayne.
One-Lok as manufactured by SIGMA Corporation;
Star Grip as manufactured by Star Pipe Products;
ROMAGrip as manufactured by ROMAC Industries.

The preceding restrained joint systems which are external restraint shall be acceptable only if external restraint systems for pipe 12-inches and under have multiple teeth on the gripping wedge at the gripping surface.

For pipe larger than 12-inches the acceptable manufactured restraint joint systems are as follows:

TR Flex Gripper Ring as manufactured by U.S. Pipe (Water Department's written approval is required prior to use);
TR flex restraint joints as manufactured by U.S. Pipe; Lok-Tyton restraint joints as manufactured by U.S. Pipe;
Tyton-Lok mechanical joints as manufactured by Pacific States Cast Iron Pipe Company;
American Lok-Ring restraint joints as manufactured by American Ductile Iron Pipe Company;
Flex-Ring Joint Including Field Flex-Ring for sizes 14-inch through 36-inch restraint joints as manufactured by American Ductile Iron Pipe Company;
MEGALUG [pipe 48-inches and under] as manufactured by EBAA Inc.;
Field Lok Gaskets as manufactured by United States Pipe & Foundry Company;
American Fast Grip Gaskets as manufactured by American Ductile Iron Pipe;
SuperLug as manufactured by Sigma Corporation;
Snap-loc restraints for push-on joints as manufactured by Griffin Pipe Products Co.;
HP Loc Restrained joint pipe as manufactured by U.S. Pipe Co;
Star Grip as manufactured by Star Pipe Products.

The preceding restrained joint systems which are external restraint shall be acceptable only if external restraint systems for pipe larger than 12-inches have multiple teeth on the gripping wedge at the gripping surface.

9-30.3 Valves

Check Valves. Check valves shall be wafer type resilient seat double disc swing check valves, of class specified on the Plans or Special Provisions with cast or ductile iron plate and body, Buna-N seals and plain or flat face, Marlin Duo-Check II, HMP, or an approved substitute.

Replace the last sentence with the following:

Valves shall open CLOCKWISE (open right).

Gate Valves. Gate valves shall be resilient seat. Where indicated on the Plans or directed by the Engineer, ends shall be flange x mechanical joint, flange x flange, or mechanical joint x mechanical joint.

Pre-Approved Gate Valve Manufacturers:

American Flow Systems

Clow

East Jordan Iron Works

M&H

Mueller

Kennedy

Stockham
Waterous

All valves shall comply with ANSI/AWWA C509-01 or ANSI/AWWA C515-01 or their latest revisions, Class 150. Resilient seated Gate Valves shall be non-rising stem type suitable for direct burial, or the rising stem type (OS&Y). Shaft seals shall be standard "O" ring seals.

All cast iron shall conform to ASTM A-126 Class B. All ductile iron shall conform to ASTM A-536 Class B.

Stems shall be manganese bronze having a minimum ultimate tensile strength of 60,000 psi, and a minimum yield strength of 20,000 psi or greater. Stainless steel stems will also be allowed. Bolts shall be electro-plated steel with hex heads and hex nuts in accordance with ASTM A-307.

NRS stem collars shall be cast integral with the stem and machined to size. The housing for the valve stem collar shall be machined. A thrust bearing shall be incorporated as required to optimize operating torques.

NRS valves shall be furnished with "O" ring stem seals using two "O" rings located above the thrust collar to be set in grooves in the stem.

The internal and external iron surfaces of the body and bonnet shall be totally coated with epoxy and shall conform to AWWA 550 standards. Gates for all valves shall be encapsulated in rubber, be field replaceable and provide a dual seal on the mating body seat. Valves shall be capable of installation in any position with rated sealing in both directions. Rubber seats of specially compounded SBR material shall be utilized and be capable of sealing even under conditions of normal wear. The valve body shall have internal guides engaging integral lugs in the gate in a tongue and groove manner, supporting the gate throughout open/close travel.

Gate valve stems shall have a 2" wrench operating nut, painted red and with an arrow showing clockwise opening direction. Gate valves shall open in a clockwise direction of the operating nut (Open Right).

Rising stem gate valves (OS&Y) shall open in a counter-clockwise direction (Open Left) and shall be wheel top operator, painted black.

Gate valves shall be furnished with a type of end connection as follows: Mechanical joint per ANSI/AWWA C111, or Flange-ANSI/AWWA flange drilling Class 125, or as shown on the plans.

Markings shall be in accordance with ANSI/AWWA C509-01, or ANSI/AWWA 515-01 to include the name of the manufacturer, minimum working pressure, and valve size.

Gate valves shall be rated for zero leakage at 150 psi water working pressure and have a 300 psi hydrostatic test for structural soundness for 4" through 12".

Bidders shall submit a catalog or brochure that describes the valves, including materials used in the valve construction, they propose to furnish.

9-30.3(3) Butterfly Valves

Add the following after the first paragraph:

Valve shafts shall be constructed of 18-8 Type 304 stainless steel or protected with 18-8 Type 304 stainless steel journals.

The valve mating seat shall be constructed of 18-8 Type 304 stainless steel.

Valve ends shall be mechanical joint conforming to ANSI/AWWA C111/A21.11 or as specified on the Plans and Specifications.

The vendor and/or Contractor shall furnish the City of Spokane an affidavit of compliance that the valves furnished comply with, or exceed the applicable provisions of these Specifications as well as those of the ANSI/AWWA C504 (latest revision).

Tapping Sleeves

- A. Fabricated Steel Tapping Sleeve, Flange Outlet
Nuts and bolts must be Type 304 stainless steel.

Acceptable Products: Ford FTSC-SH, ROMAC FTS420-SSFE, or Smith-Blair 622-031 only.

Ductile Iron Fittings

All ductile iron fittings must be compact style (unless otherwise noted), provided without accessories, and meet ANSI/AWWA C153/A21.53-11 standards. Full body fittings, meeting ANSI/AWWA C110/A21.10-12 standards, are acceptable only when a requested fitting is not covered by the C153 standard.

Gaskets

- B. Tyton Joint Restraint Gasket

Approved Products: US Pipe Field Lok, Gripper Gasket, or McWane Sure Stop only.

The following is only applicable to that portion of the job entitled SIA T-main I90 Crossings.

American Iron and Steel Provision

Congress passed a law January 17, 2014, that requires water systems to use U.S. steel and iron products for projects funded in part or in full by a Drinking Water State Revolving Fund (DWSRF) loan.

The act defines iron and steel products as, "...the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials."

A handwritten signature in black ink that reads "Josh Alderman". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.



HDSS[®]
HIGH DEFLECTION HIGH PRESSURE RESTRAINED
PIPE

PIPE <

- FABRICATION
- RESTRAINED JOINTS
- FITTINGS
- GASKETS
- COATINGS & LININGS





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NOTES

9

ANSI/AWWA STANDARDS

ANSI/AWWA C151/A21.51 "Ductile-Iron Pipe, Centrifugally Cast, for Water."

Asphaltic outside coating and inside lining are in accordance with ANSI/AWWA C151/A21.51.

ANSI/AWWA C153/A21.53 "Ductile-Iron Compact Fittings For Water Service" or ANSI/AWWA C110/A21.10 "Ductile-Iron and Gray-Iron Fittings, 3 In. Through 48 In., For Water."

HDSS Fittings conform to applicable requirements of ANSI/AWWA C153/A21.53 or ANSI/AWWA C110/A21.10.

ANSI/AWWA C104/A21.4 "Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water."

Cement lining, in accordance with ANSI/AWWA C104 or special linings and/or coatings can be furnished for specific conditions.

ASTM A746-03 Standard Specification for Ductile Iron Gravity Sewer Pipe.**ASTM A716-08 Standard Specification for Ductile Culvert Pipe.****ASTM A536 Standard Specification for Ductile Iron Castings.****ASTM C150 Standard Specification for Portland Cement**

HDSS® Pipe can provide a true 350psi working pressure with a flexible restrained push-on joint for 12", 16", 20", 24", 30", 36", 42", and 48*" ductile Iron pipe. The HDSS Restrained Joint has a working pressure rating that matches the class of pipe it is used with. 42" and 48" HDSS provide 2.0° deflection, 30" and 36" HDSS provide up to 2.5 and 2.0° deflection respectively, 16" thru 24" HDSS provides up to 4.0° deflection, and 12" provides up to 5° deflection to allow for alignment and settlement issues in buried applications. The simple robust design, high deflection coupled with the strongest joint on the market also make it ideal for; bridge piping, horizontal directional drilling (HDD) and pipe bursting applications.

To facilitate quick, easy and trouble free installation, ductile Iron locking segments are inserted through a single slot in the bell face and slid into position around the bell to provide a positive axial lock between the bell interior surface and a retainer weldment on the spigot end of the pipe. A rubber retainer installed between the locking segments completes the installation and insures the segments stay in place while the joint is extended to engage the restraint. The HDSS joint can be easily disassembled by reversing the installation procedure with no need of special tools or shims.

HDSS Pipe utilizes the conventional TYTON JOINT® Gasket for reliable sealing.

HDSS spigot ends are compatible with 12"–36" TR FLEX® Pipe and Fittings. When 30"-36" TR Flex Fittings are used the fitting joint rating will be 250 psi or less depending on the class of pipe used. 12", 16", 20" and 24" TR FLEX fittings have a 350 psi joint rating depending on the class of pipe used.

Pipe for wastewater service may be furnished in accordance with ASTM 746 Standard Specification for Ductile Iron Gravity Sewer Pipe. For certain wastewater applications, a ceramic quartz filled, amine cured, novalac epoxy lining is available — see PROTECTO 401™ Ceramic Epoxy Lined Pipe and Fittings brochure.

*For higher pressure ratings, consult your U.S. Pipe Sales Representative.

For a suggested design procedure for the restraint of thrust forces in pressurized, buried Ductile Iron piping systems, the design engineer should refer to the current DIPRA publication "Thrust Restraint Design for Ductile Iron Pipe" or the U.S. Pipe Brochure "The Use And Application of Restrained Joints for Ductile Iron Pipelines."

NOTE: If specifiers or users believe that corrosive soils will be encountered where our products are to be installed, please refer to ANSI/AWWA C105/A21.5 "Polyethylene Encasement for Ductile Iron Pipe Systems" for proper external protection procedures.

For certain wastewater applications a ceramic epoxy lining is available—see PROTECTO 401™ Ceramic Epoxy Lined Pipe and Fittings Brochure.

NOTE: Each of the following is a nationally recognized standards organization: American National Standards Institute (ANSI), American Water Works Association (AWWA), American Society for Testing and Materials (ASTM), Underwriters Laboratories (UL), National Fire Protection Association (NFPA), National Sanitation Foundation (NSF), Factory Mutual (FM)

* - 48" to begin production in 2021

When joint restraint for 12", 16", 20", 24", 30", 36", 42", and 48" push-on joint pipe installation is required and indicated in the project plans and specifications, restrained push-on joint pipe and fittings utilizing Ductile Iron components shall be provided.

Restrained joint pipe shall be Ductile Iron manufactured in accordance with the requirements of ANSI/AWWA C151/A21.51. Push-on joints for such pipe shall be in accordance with ANSI/AWWA C111/A21.11 "Rubber-Gasket Joints for Ductile-Iron Pipe and Fittings." Pipe thickness shall be designed in accordance with ANSI/AWWA C150/A21.50 "Thickness Design of Ductile-Iron Pressure Pipe," and shall be based on laying conditions and internal pressures as stated in the project plans and specifications.

Restrained joint fittings and the restraining components shall be manufactured of Ductile Iron per grade 70-50-05 in accordance with applicable requirements of ANSI/AWWA C110/A21.10 and/or C153/A21.53 with the exception of the manufacturer's proprietary design dimensions. Push-on joints for such fittings shall be in accordance with ANSI/AWWA C111/A21.11.

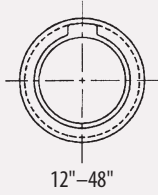
Restrained push-on joints for pipe and fittings shall utilize individual Ductile-iron locking segments that are inserted through a single slot in the bell face and be easily removed. The pressure rating of the joint shall equal the pressure rating of the pipe when deflected to its maximum joint deflection. Restrained joint pipe shall be U.S. Pipe's HDSS Pipe, and Fittings shall be U.S. Pipe's TR Flex or HP LOK® or approved equal. Restraint of field cut pipe shall be provided with U.S. Pipe's HDSS Pipe field weldments or approved equal.

Cement mortar lining and seal coating for pipe and fittings, where applicable, shall be in accordance with ANSI/AWWA C104/A21.4. Asphaltic outside coating shall be in accordance with ANSI/AWWA C151/A21.51 for pipe and ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53 for fittings.

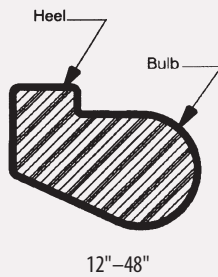
NOTE FOR FIELD WELDING

U.S. Pipe does not recommend, suggest or condone welding on zinc coated pipe without the zinc coating being removed from the weld location. All safety and health precautions as per ANSI/AWS D11.2 Guide for Welding Iron Castings – Section 10 and Appendix F – Safety and Health Fact Sheets, should be followed for safe welding practices and the removal of the zinc coating prior to welding.

INSERTION SLOT ORIENTATION



GASKET INSTALLATION



All foreign matter in the socket must be removed, i.e., mud, sand, cinders, gravel, pebbles, trash, frozen material, etc. The gasket seat should be thoroughly inspected to be certain it is clean. Foreign matter in the gasket seat may cause a leak. The gasket must be wiped clean with a clean cloth, flexed, and then placed into the socket with the rounded bulb end entering first.

Looping the gasket in the initial insertion will facilitate seating the gasket heel evenly around the retainer seat. 12" and 16" require one to two loops, 24" through 36" require two to three loops, 42" and 48" require three to four loops. Evenly space the loops around the socket with each loop raised 4-5 inches. After loops are established, push each loop down to finish installation of the gasket. When installing Tyton Joint Pipe in sub-freezing weather, the gaskets, prior to their use, must be kept at a temperature of at least 40°F by suitable means, such as storing in a heated area or keeping them immersed in a tank of warm water. If the gaskets are kept in warm water, they should be dried before placing in the pipe socket.

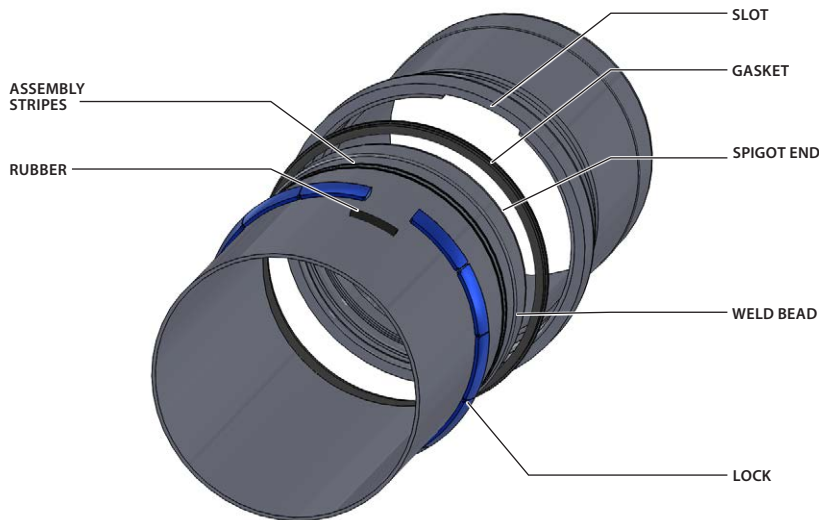
LUBRICATION

After the gasket has been installed into the bell, a thin film of Tyton Joint Lubricant should be applied to the inside surface of the gasket which will come in contact with the beveled end of the pipe. In warm, dry weather conditions, the lubricant can dry out, especially when applied to warm or hot pipe, it will be necessary to add a small amount of water to hydrate the lubricant. Only Tyton Joint Lubricant should be used.

CAUTION: *The use of spray-on lubricant is not recommended. Experience has determined that spray-on lubricant may not have sufficient lubricity to allow joint assembly without gasket displacement.*

Clean the spigot end of the pipe back to the assembly stripes. Apply Tyton Joint Lubricant to the cleaned spigot end. Do not allow the lubricated surface to touch the ground or trench sides prior to installation.

1. The gasket and HDSS locking segment cavity of the bell must be clean and free of debris or any foreign matter.
2. Install the gasket in the bell. Do not lubricate gasket prior to installing bell.
3. Lubricate the gasket and spigot end of the mating pipe with TYTON JOINT® Lubricant.
4. Position the pipe so that the slot in the bell is in a 10 to 2 o'clock location, this will enable easy installation of the locking segments, especially in larger pipe sizes.
5. Insert the spigot end into the bell. The installer must make sure that the spigot end is fully homed in the bell and not deflected.
6. Insert the locking segments (*large end first*) into the slot in the bell and slide the segment left or right allowing it to slide to the bottom of the bell. Continue sliding the segments around the pipe until all 11 are inserted and positioned as shown, See photos to right.
7. Install the Rubber retainer in between the locking segments at the Bell Slot.
8. Pull back on the inserted pipe to extend the joint and remove the slack and deflect the joint as needed but not to exceed the listed joint deflection.
9. Subaqueous/underwater applications notes. Underwater installations are difficult and require special attention to be successful. If pipe will be assembled under water, please contact USP for additional assistance that will aid underwater assembly. USP does not recommend choker straps or cables be used to assemble pipe joints underwater. Experience has shown the use of such devices does not provide enough axial force for assembly. Additionally, use of choking type devices can damage special coatings and polyethylene encasement meant to protect the pipe from corrosion. The preferred method to assemble joints underwater is to use the back-hoe bucket to push against the bell. Special subaqueous lube must also be used for the gasket and spigot.



Components required for each joint:

- 5 HDSS Locking segments for 12"
- 6 HDSS Locking segments for 16"
- 12 HDSS Locking Segments for 24" - 36"
- 15 HDSS Locking Segments for 42" - 48"
- 1 Tyton Joint Gasket
- 1 Rubber Retainer
- Tyton Joint Lubricant (*refer to page 4*)
- Pipe Bell
- Pipe Spigot
- Weld Bead
- Gasket



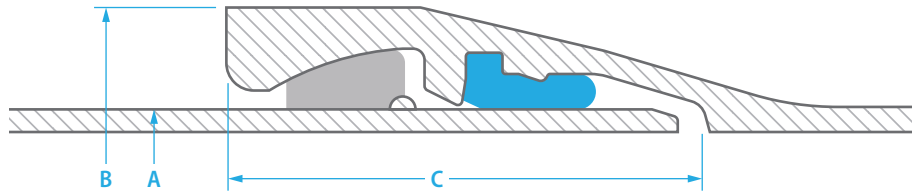
Installation Tips

- Fold and insert rubber retainer/s in a "U" shape as shown for normal buried applications.



Installation Tips

- For applications involving HDD, pipe bursting, bridge crossings, pipe in casings and above ground use. Trim rubber retainer/s 0.25" longer than the gap between the locking segments when they are inserted into the segment cavity. Drive the rubber retainer to the back of the cavity. The rubber is in compression and secure.



INCHES	INCHES					POUNDS	DEGREES	FEET
SIZE	A	B	C	SEGMENTS	RUBBER LOCKING RETAINERS	ACCESSORY WEIGHTS	DEFLECTION	PULLOUT
12	13.20	16.43	6.30	5	1	8	5.00	0.05
16	17.40	21.46	7.95	6	1	15	4.00	0.05
20	21.60	26.07	8.40	6	1	28	4.00	0.05
24	25.80	30.25	8.86	12	1	36	4.00	0.05
30	32.00	36.38	10.28	12	1	60	2.50	0.05
36	38.30	43.35	10.87	12	1	85	2.00	0.05
42	44.50	50.28	10.71	15	1	92	2.00	0.12
48*	50.80	56.95	11.01	15	1	129	2.00	0.13

NOTE: These deflections are based on joints with nominal dimensions.
^aFor higher pressure ratings, consult your U.S. Pipe Sales Representative.
^bNumber of segments.

^cAccessory weights include segments, gaskets, and rubber retainers.
 *Size 48" Performance testing complete, production to begin in 2021.

SPECIFICATIONS

Pressure Class (Thickness, Dimension & Weight)

HDSS®

INCHES SIZE	PSI PRESSURE CLASS	INCHES		PSI RESTRAINED JOINT PRESSURE RATING	POUNDS		
		NOMINAL THICKNESS	OUTSIDE DIAMETER*		WEIGHT PER LENGTH**		BARREL WEIGHT** PER FOOT
					18-FOOT LAYING LENGTH	20-FOOT LAYING LENGTH	
12	350	0.28	13.20	350	-	765	34.8
16	250	0.30	17.40	250	-	1128	49.3
16	300	0.32	17.40	300	-	1192	52.5
16	350	0.34	17.40	350	-	1258	55.8
20	250	0.33	21.6	250	-	1549	67.5
20	300	0.36	21.6	300	-	1669	73.5
20	350	0.38	21.6	350	-	1749	77.5
24	200	0.33	25.8	200	1723	1885	80.8
24	250	0.37	25.8	250	1898	2079	90.5
24	300	0.40	25.8	300	2028	2223	97.7
24	350	0.43	25.8	350	2157	2367	104.9
30	150	0.34	32.0	150	2246	2398	103.5
30	200	0.38	32.0	200	2464	2633	115.5
30	250	0.42	32.0	250	2682	2869	127.5
30	300	0.45	32.0	300	2845	3046	136.5
30	350	0.49	32.0	350	3061	3280	148.4
36	150	0.38	38.3	150	3018	-	138.5
36	200	0.42	38.3	200	3279	-	152.9
36	250	0.47	38.3	250	3605	-	170.9
36	300	0.51	38.3	300	3866	-	185.3
36	350	0.56	38.3	350	4190	-	203.2
42	150	0.41	44.50	150	3820	-	173.8
42	200	0.47	44.50	200	4272	-	198.9
42	250	0.52	44.50	250	4650	-	219.9
42	300	0.57	44.50	300	5025	-	240.7
42	350	0.63	44.50	350	5475	-	265.7

NOTE: Per ANSI/AWWA C150/A21.50 the thicknesses in above table include the 0.08" service allowance and the casting tolerance by size ranges.

Pressure Classes are defined as the rated water pressure of the pipe in psi. The thicknesses shown are adequate for the rated water working pressure plus a surge allowance of 100 psi. Calculations are based on a minimum yield strength of 42,000 and a 2.0 safety factor times the sum of the working pressure and 100 psi surge allowance.

Thicknesses and dimensions of 12" through 48" Ductile Iron pipe conform to ANSI/AWWA C151/A21.51.

Weights may vary from the standard because of differences in bell weights.

^aTolerance of O.D. of spigot end: (12in., ±0.06in.), (16–24 in., +0.05 in., -0.08 in.), (30–48 in., +0.08 in., -0.06in.).

^bIncluding bell; calculated weight of pipe rounded off to nearest 5 lbs.

INCHES SIZE	THICKNESS CLASS	INCHES		PSI RESTRAINED JOINT PRESSURE RATING	POUNDS		
		NOMINAL THICKNESS	OUTER DIAMETER*		WEIGHT PER LENGTH**		BARREL WEIGHT** PER FOOT
					18-FOOT LAYING LENGTH	20-FOOT LAYING LENGTH	
12	50	0.31	13.20	350	-	837	38.4
12	51	0.34	13.20	350	-	909	42
12	52	0.37	13.20	350	-	981	45.6
12	53	0.40	13.20	350	-	1053	49.2
12	54	0.43	13.20	350	-	1125	52.8
12	55	0.46	13.20	350	-	1195	56.3
12	56	0.49	13.20	350	-	1267	59.9
16	50	0.34	17.40	250	-	1258	55.8
16	51	0.37	17.40	350	-	1354	60.6
16	52	0.40	17.40	350	-	1450	65.4
16	53	0.43	17.40	350	-	1545	70.1
16	54	0.46	17.40	350	-	1640	74.9
16	55	0.49	17.40	350	-	1736	79.7
16	56	0.52	17.40	350	-	1830	84.4
20	50	0.36	21.6	300	-	1669	73.5
20	51	0.39	21.6	350	-	1789	79.5
20	52	0.42	21.6	350	-	1909	85.5
20	53	0.45	21.6	350	-	2029	91.5
20	54	0.48	21.6	350	-	2149	97.5
20	55	0.51	21.6	350	-	2267	103.4
20	56	0.54	21.6	350	-	2385	109.3
24	50	0.38	25.8	250	1941	2127	92.9
24	51	0.41	25.8	300	2071	2271	100.1
24	52	0.44	25.8	350	2200	2415	107.3
24	53	0.47	25.8	350	2328	2557	114.4
24	54	0.50	25.8	350	2458	2701	121.6
24	55	0.53	25.8	350	2587	2845	128.8
24	56	0.56	25.8	350	2715	2987	135.9
30	50	0.39	32.0	200	2518	2692	118.5
30	51	0.43	32.0	250	2736	2928	130.5
30	52	0.47	32.0	300	2954	3164	142.5
30	53	0.51	32.0	350	3170	3397	154.4
30	54	0.55	32.0	350	3387	3631	166.3
30	55	0.59	32.0	350**	3603	3865	178.2
30	56	0.63	32.0	350**	3817	4097	190.0
36	50	0.43	38.3	200	3344	-	156.5
36	51	0.48	38.3	250	3670	-	174.5
36	52	0.53	38.3	300	3994	-	192.4
36	53	0.58	38.3	350	4319	-	210.3
36	54	0.63	38.3	350	4641	-	228.1
36	55	0.68	38.3	350**	4964	-	245.9
36	56	0.73	38.3	350**	5286	-	263.7

Thicknesses and dimensions of 12" through 48" Ductile Iron pipe conform to ANSI/AWWA C151/A21.51.

Weights may vary from the standard because of differences in bell weights.

^{aa}Tolerance of O.D. of spigot end: (12in., ±0.06in.), (16–24 in., +0.05 in., -0.08 in.), (30–48 in., +0.08 in., -0.06in.).

^bIncluding bell; calculated weight of pipe rounded off to nearest 5 lbs.

^cConsult with USP for higher pressure applications

SPECIFICATIONS

Thickness Class (Thickness, Dimension & Weight Continued)

HDSS®

INCHES SIZE	THICKNESS CLASS	INCHES		PSI	POUNDS		
		NOMINAL THICKNESS	OUTER DIAMETER*	RESTRAINED JOINT PRESSURE RATING	WEIGHT PER LENGTH**		BARREL WEIGHT**
					18-FOOT LAYING LENGTH	20-FOOT LAYING LENGTH	PER FOOT
42	50	0.47	44.5	200	4272	-	198.9
42	51	0.53	44.5	250	4724	-	224.0
42	52	0.59	44.5	300	5176	-	249.1
42	53	0.65	44.5	350	5624	-	274.0
42	54	0.71	44.5	350	6072	-	298.9
42	55	0.77	44.5	350	6519	-	323.7
42	56	0.83	44.5	350	6963	-	348.4

Thicknesses and dimensions of 12" through 48" Ductile Iron pipe conform to ANSI/AWWA C151/A21.51.

Weights may vary from the standard because of differences in bell weights.

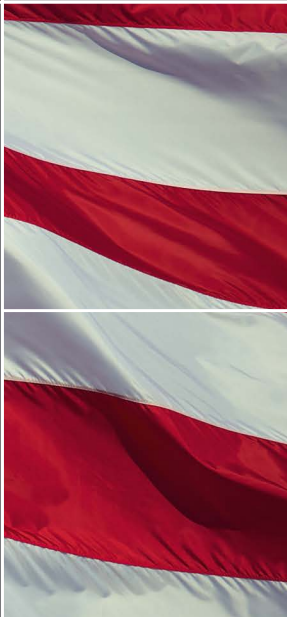
^aTolerance of O.D. of spigot end: (12in., ±0.06in.), (16–24 in., +0.05 in., -0.08 in.), (30–48 in., +0.08 in., -0.06in.).

^bIncluding bell; calculated weight of pipe rounded off to nearest 5 lbs.

^cConsult with USP for higher pressure applications



U.S. Pipe, a Forterra Company, is the leading manufacturer and a principal supplier of highly engineered ductile iron pipe and fabrication in the United States and Canada. Providing custom solutions to owners, engineers and contractors for even the most demanding applications, including water transmission and distribution lines, plant piping, intake and outfall lines, and other diverse applications.



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Our products are manufactured in conformance with national standards so that our customers may be assured of getting the performance and longevity they expect. Use of accessories or other appurtenances that do not comply with recognized standards may jeopardize the performance and longevity of the project.

Headquarters

U.S. Pipe
Two Chase Corporate Drive
Suite 200
Birmingham, AL 35244

866-347-7473
info@uspipe.com
www.uspipe.com



A Forterra Company

ITB #5753-22 SIA T-Main I90 Crossing & Marshall Rd Pipe & Fittings Tabulation

Reference Number	Description	Type	UOM	Quantity	Core & Main	H D FOWLER CO	Consolidated Supply Co.
Products for 2018107- SIA Transmission Main Crossing Under I-90 (Must meet American iron & steel Provision & WSDOT/City of Spokane)							
#1	DI Pipe 6" Dia (Restrained)	Base	LF	30	\$1,080.60	\$912.60	\$846.90
#2	DI Pipe 12" Dia (Restrained)	Base	LF	63	\$4,437.09	\$3,908.52	\$3,571.47
#3	DI Pipe 30" Dia	Base	LF	1,560.00	\$283,966.80	\$320,190.00	\$443,913.60
#4	DI Pipe 30" Dia (Restrained)	Base	LF	1,744.00	\$459,317.28	\$546,744.00	\$690,798.40
#5	Bend - 12" 45 degree MJxMJ	Base	ea	4	\$1,615.92	\$1,683.24	\$1,795.48
#6	Bend - 12" 90 degree MJxMJ	Base	ea	1	\$564.86	\$529.55	\$564.86
#7	Tee - 12" x 6" MJ	Base	ea	1	\$521.96	\$489.33	\$521.96
#8	Sleeve - 12" MJ Longsleeve C153	Base	ea	2	\$710.26	\$665.86	\$710.24
#9	Megalugs - 12" w/gaskets and bolts	Base	ea	19	\$2,469.62	\$2,852.66	\$2,739.23
#10	Bend - 30", 11.25 deg	Base	ea	1	\$4,547.25	\$4,357.78	\$4,648.30
#11	Bend - 30", 22.5 deg	Base	ea	1	\$5,055.53	\$4,844.87	\$5,167.88
#12	Bend - 30", 45 deg (compact fitting)	Base	ea	2	\$11,833.28	\$11,340.20	\$12,096.22
#13	Bend - 30", 45 deg	Base	ea	3	\$17,749.92	\$17,010.30	\$18,144.33
#14	Bend - 30", 90 deg	Base	ea	3	\$26,390.52	\$25,290.90	\$26,976.96
#15	Tee - 30"x30" MJ	Base	ea	0	\$0.00	\$0.00	\$0.00

#16	Sleeve - 30" MJ Longsleeve C153	Base	ea	2	\$10,330.20	\$9,899.78	\$10,559.78
#17	Tee - 30"x12", MJ on 12"	Base	ea	1	\$6,656.50	\$6,379.15	\$6,804.62
#18	Megalug - 30" w/gaskets and bolts	Base	ea	28	\$31,002.16	\$39,047.68	\$33,841.64
#19	Megalug - 6" w/gaskets and bolts	Base	ea	5	\$257.80	\$297.75	\$285.95
#20	O'Ring Tapping Sleeve - 18" x 12", MJ on 12"	Base	ea	1	\$2,612.75	\$4,131.95	\$5,513.60
#21	Gate Valve 12" FLJxMJ	Base	ea	1	\$2,898.28	\$2,662.64	\$2,850.08
#22	Butterfly Valve 30" MJxMJ	Base	ea	2	\$49,315.80	\$48,458.20	\$49,715.74
#23	Threaded Tapping Sleeve - 30"x2"	Base	ea	4	\$4,573.72	\$6,834.96	\$6,618.28
#24	O-Ring Tapping Sleeve - 30" x 4"	Base	ea	4	\$6,478.80	\$11,968.80	\$11,415.36
#25	1700 Megalug Harness 30" Dia	Base	ea	1	\$1,793.57	\$1,718.83	\$1,941.72
#26	Bend - 8" 45 Deg,	Base	ea	12	\$2,154.60	\$2,019.84	\$2,154.48
#27	Megalug - 8" w/gaskets and bolts	Base	ea	24	\$1,652.40	\$1,908.72	\$1,832.88
#28	Sleeve - 8" MJ Longsleeve C153	Base	ea	3	\$529.11	\$496.02	\$529.11
#29	DI Pipe 8" Dia (Restrained)	Base	LF	80	\$3,566.40	\$3,190.40	\$2,992.00
Sub Total					\$944,082.98	\$1,079,834.53	\$1,349,551.07

Products for 2018106 Marshall Rd. Transmission Main (These do not need to meet American Iron & Steel Provisions) - only WSDOT/City of Spokane

#1	DI Pipe 12" Dia	Base	LF	826	\$45,033.52	\$37,029.58	\$37,789.50
#2	DI Pipe 12" Dia (Restrained)	Base	LF	780	\$50,551.80	\$48,391.20	\$44,226.00
#3	DI Pipe 30" Dia	Base	LF	4,914.00	\$891,055.62	\$1,008,598.50	\$1,398,327.84
#4	DI Pipe 30" Dia (Restrained)	Base	LF	2,350.00	\$620,306.00	\$736,725.00	\$930,835.00
#5	Tapping Sleeve - 30"x12" steel FL on 12"	Base	EA	2	\$5,152.34	\$5,086.40	\$13,990.94
#6	Bend - 30" 11.25 deg MJxMJ	Base	EA	12	\$27,713.28	\$24,601.44	\$29,521.80
#7	Bend - 30" 22.5 deg MJxMJ	Base	EA	15	\$34,022.10	\$30,201.90	\$36,242.25
#8	Bend - 30" 90 deg MJxMJ	Base	EA	5	\$16,108.70	\$14,300.00	\$17,160.00
#9	Bend - 12" 11.25 deg MJxMJ	Base	EA	4	\$952.16	\$826.84	\$992.20
#10	Bend - 12" 22.5 deg MJxMJ	Base	EA	6	\$1,523.22	\$1,322.76	\$1,587.30
#11	Bend - 12" 45 deg MJxMJ	Base	EA	4	\$1,161.12	\$1,008.32	\$1,210.00
#12	Tee - 12"x12" MJ	Base	EA	1	\$487.67	\$423.50	\$508.20
#13	Gate Valve 12" MJxMJ	Base	EA	3	\$9,029.28	\$9,141.30	\$8,943.69
#14	Gate Valve 12" FLxMJ	Base	EA	1	\$2,898.28	\$2,662.64	\$2,845.69
#15	Megalugs - 30" w/gaskets & bolts	Base	EA	78	\$86,363.16	\$86,542.56	\$94,273.14
#16	Megalugs - 12" w/gaskets & bolts	Base	EA	38	\$4,939.24	\$4,732.90	\$5,478.46
#17	Threaded Tapping Sleeve - 30"x2"	Base	EA	5	\$4,471.90	\$4,628.50	\$5,135.60

#18	O-Ring Tapping Sleeve - 30"x4"	Base	EA	4	\$4,548.36	\$4,706.12	\$5,292.00
#19	1700 Megalug Harness 30"	Base	EA	3	\$5,380.71	\$3,183.24	\$5,825.16
#20	Sleeve - 12" MJxMJ	Base	ea	6	\$1,605.54	\$1,394.28	\$1,673.10
#21	Adapter - 12" FLxMJ	Base	ea	2	\$609.08	\$528.92	\$634.70
#22	Gate Valve - 12" FLxFL	Base	ea	1	\$3,009.76	\$2,764.94	\$2,954.56
#23	Check Valve Wafer Style 12"	Base	ea	2	\$5,781.02	\$6,181.00	\$3,836.32
#24	1700 Megalug Harness 12"	Base	ea	3	\$637.98	\$598.08	\$675.51
#25	DI Plug MJ - 30"	Base	ea	2	\$3,697.80	\$3,282.58	\$4,170.82
#25	DI Plug MJ - 12"	Base	ea	3	\$465.51	\$404.25	\$513.63
#26	Bend - 30" 45 Deg	Base	ea	4	\$10,827.96	\$9,612.16	\$12,213.12
Sub Total					\$1,838,333.11	\$2,048,878.91	\$2,666,856.53
Total Extended					\$2,782,416.09	\$3,128,713.44	\$4,016,407.60



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/30/2022
Clerk's File #	OPR 2022-0894
Renews #	
Cross Ref #	
Project #	2018106
Bid #	RFQ 5753-22
Requisition #	RE

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	0370 - PIPE PREORDER MARSHALL RD T-MAIN (2018106) CORE AND MAIN

Agenda Wording
Pipe Preorder in support of the Marshall Road Transmission Phase 1 project with Core and Main.

Summary (Background)
Sealed bids were accepted through the City's electronic bidding portal on 11/21/22 to support the SIA Transmission Main Crossing under I-90 and the Marshall Road Transmission Main Projects. Award is recommended across three respondents in accordance with the low responsive, responsible bidder able to deliver timely in each category. Items proposed for preorder are included as outlined in the bid tabulation.

Lease? NO	Grant related? NO	Public Works? YES
Fiscal Impact		Budget Account
Expense	\$ 1,751,355.90	# 4250-42300-94340-56501-15771
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	BULLER, DAN	Study Session\Other	PIES 11/28/2022
Division Director	FEIST, MARLENE	Council Sponsor	KINNEAR
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	HARRINGTON, MARGARET	eraea@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	publicworksaccounting@spokanecity.org	
Additional Approvals		ICM@spokanecity.org	
Purchasing	PRINCE, THEA	ddaniels@spokanecity.org	

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Marshall Rd Transmission Main
Summary (Background)	<ul style="list-style-type: none"> As development occurs along the Hwy 195 corridor, the Water Department is upgrading its infrastructure to support such development. At present, a single transmission main (large diameter main) connects the city's sources of supply (wells) to the growing Hwy 195 residential corridor. This project provides a second transmission main by way of a three phase 2.5 mile 30" diameter transmission main. Phase 1 is within the mostly gravel Marshall Rd. and is planned for construction in 2023. Phase 2 crosses multiple privately owned parcels as well as the railroad and is planned for either later 2023 or 2024. Phase 3 is mostly within Cheney Spokane Rd. and is planned for construction in 2024. This project is locally funded.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
Fiscal Impact:	
Total Cost:	
Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source X One-time <input type="checkbox"/> Recurring	
Specify funding source: project funds (generally street or utility funds)	
Expense Occurrence X One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
<p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

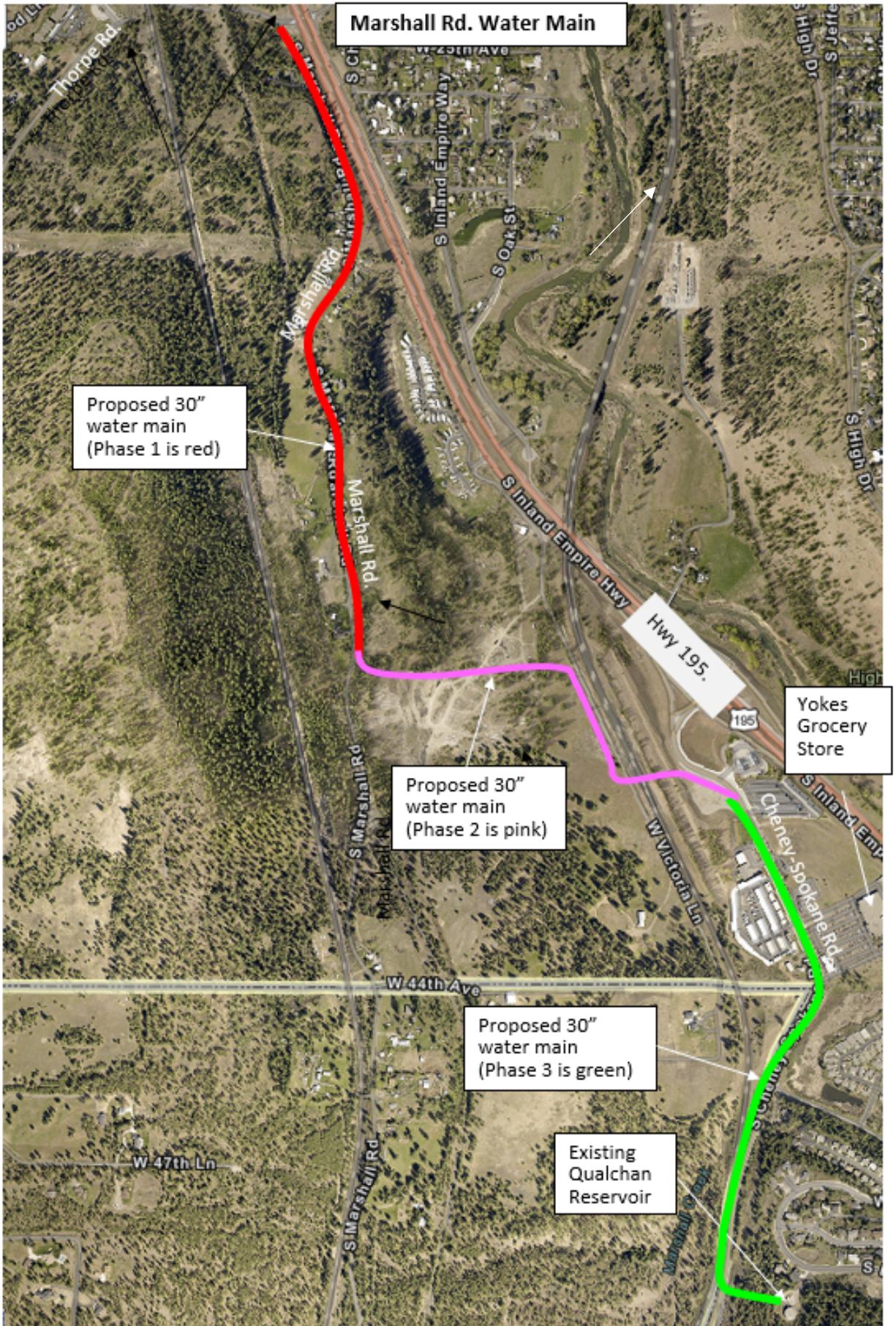
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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

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

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

Project Location



Bid Response Summary

Bid Number ITB 5753-22
Bid Title SIA T-Main I90 Crossing & Marshall Rd Pipe & Fittings
Due Date Monday, November 21, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Core & Main
Submitted By Kevin Hoglund - Thursday, November 17, 2022 1:07:38 PM [(UTC-08:00) Pacific Time (US & Canada)]
 kevin.hoglund@coreandmain.com 509-893-1055

Comments

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Indicate the appropriate point of contact (phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, explicitly specify all relevant contacts.	Kevin Hoglund/ 509-590-5397 / kevin.hoglund@corenadmain.com
Council Approval			
	1	This purchase is subject to City Council approval. Approval is anticipated in late November 2022. The City assumes no obligation to purchase until the purchase is approved by Council and a City purchase order is issued.	I understand and I agree
General			
	1	Acceptable product makes/models, where specified, must be adhered to. The items needing to be ordered are in the Pricing tab as well as in the Documents tab.	I understand and I agree
	2	The City of Spokane may award the products to multiple vendors based on size or product.	I understand and I agree
	3	The City of Spokane will adjust pipe quantities on the Purchase Order to meet standard pipe lengths.	I acknowledge and I understand
	4	Upload the "Pre-Order Specifications" document in the "Documents" tab. This document will need to be printed and signed prior to uploading it. This document will need to be saved as one document as this system will only allow upload of one document. Signing and uploading this document means you have read and understood ALL the information on this document.	ITB #5753-22 Preorder specs (1).pdf
Withdrawal of Bid			
	1	Suppliers may withdraw Bids prior to the scheduled Bid due date and time. Unless otherwise specified, no Bids may be withdrawn for thirty (30) calendar days after the due date.	I understand and I agree

Use of American Iron
and Steel - ONLY FOR
SIA T-MAIN
CROSSING I90 ITEMS

- | | | |
|---|---|--------------------------|
| 1 | <p>This provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.). This provision does not apply if the engineering plans and specifications for the project were approved by the Ecology prior to January 17, 2014. The Contractor acknowledges to and for the benefit of the Project Owner and the State of Washington that it understands the goods and services under this Agreement are being funded with monies made available by the Water Pollution Control Revolving Fund which contains provisions commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirements") including iron and steel products provided by the Contactor pursuant to this Agreement. "Iron and Steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.</p> | I understand and I agree |
| 2 | <p>The Contractor hereby represents and warrants to and for the benefit of the Project Owner and the State that: (a) the Contractor has reviewed and understands the American Iron and Steel Requirements, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirements, as may be requested by the Project Owner or the State.</p> | I understand and I agree |
| 3 | <p>Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Project Owner or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Project Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Project Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Project Owner for the funding of its project, the Project Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of the Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.</p> | I understand and I agree |

Delivery		
1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	I understand and I agree
2	All product shall be ordered/delivered FOB: Destination to a City owned lot at the intersection of Queen & Myrtle although we reserve the right to change that location. Final delivery destination to be communicated at least three (3) weeks prior to delivery.	I understand and I agree
3	PARTIAL DELIVERIES ARE REQUIRED and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	I understand and I agree
4	Supplier acknowledges that they understand delivery is needed as soon as product can be obtained.	I understand and I agree
5	24-hour prior notice of delivery is required to Matthew Meek at (509) 625-7817.	I understand and I agree
Additional Items		
1	The City of Spokane reserves the right to purchase additional items at the quoted price for one (1) month from the "due date" of this ITB. Supplier agrees to sell at the same price, terms, and conditions for one (1) month from the "due date" of this ITB..	Yes
Payment Terms		
1	Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediate make every effort to settle the disputed amount.	I understand and I agree
Sales Tax		
1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I understand and I agree
Business Registration Requirement		

1	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 being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier 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.	Understood and Agreed
2	Supplier's Business Registration No.	T1205100BUS
Polychlorinated Biphenyls (PCBs)		
1	In accordance with SMC 7.06.172(A), respondent certifies the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	I understand and I agree
2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
3	If so, were PCBs found at a measurable level?	
4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
5	If so, note from whom the results can be obtained.	
6	Do you have reason to believe the product contains measurable levels of PCBs?	No
7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms & Conditions		
1	Submission of a bid constitutes acceptance of the Terms & Conditions of this request in accordance with the document so named in the 'Documents' tab.	I understand and I agree
Other		
1	This area is for suppliers to add any additional information, comments, etc.	
2	This area is for suppliers to upload add any additional information, documents, etc. You can only upload one document so if you have multiple documents, combine them into one before uploading.	

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	Make/Model
Products for 2018107-SIA Transmission Main Crossing Under I-90 (Must meet American iron & steel Provision & WSDOT/City of Spokane)									
	#1	DI Pipe 6" Dia (Restrained)	Base	LF	30.00	\$36.02	\$1,080.60	in-stock	
	#2	DI Pipe 12" Dia (Restrained)	Base	LF	63.00	\$70.43	\$4,437.09	in-stock	
	#3	DI Pipe 30" Dia	Base	LF	1,560.00	\$182.03	\$283,966.80	34-36 weeks	
	#4	DI Pipe 30" Dia (Restrained)	Base	LF	1,744.00	\$263.37	\$459,317.28	34-36 weeks	
	#5	Bend - 12" 45 degree MJxMJ	Base	ea	4.00	\$403.98	\$1,615.92	2-4 weeks	
	#6	Bend - 12" 90 degree MJxMJ	Base	ea	1.00	\$564.86	\$564.86	2-4 weeks	
	#7	Tee - 12" x 6" MJ	Base	ea	1.00	\$521.96	\$521.96	2-4 weeks	
	#8	Sleeve - 12" MJ Longsleeve C153	Base	ea	2.00	\$355.13	\$710.26	2-4 weeks	
	#9	Megalugs - 12" w/gaskets and bolts	Base	ea	19.00	\$129.98	\$2,469.62	In-stock	
	#10	Bend - 30", 11.25 deg	Base	ea	1.00	\$4,547.25	\$4,547.25	34-36 weeks	
	#11	Bend - 30", 22.5 deg	Base	ea	1.00	\$5,055.53	\$5,055.53	34-36 weeks	
	#12	Bend - 30", 45 deg (compact fitting)	Base	ea	2.00	\$5,916.64	\$11,833.28	34-36 weeks	
	#13	Bend - 30", 45 deg	Base	ea	3.00	\$5,916.64	\$17,749.92	34-36 weeks	
	#14	Bend - 30", 90 deg	Base	ea	3.00	\$8,796.84	\$26,390.52	34-36 weeks	
	#15	Tee - 30"x30" MJ	Base	ea	0.00	\$0.00	\$0.00	34-36 weeks	

#16	Sleeve - 30" MJ Longsleeve C153	Base	ea	2.00	\$5,165.10	\$10,330.20	34-36 weeks
#17	Tee - 30"x12", MJ on 12"	Base	ea	1.00	\$6,656.50	\$6,656.50	34-36 weeks
#18	Megalug - 30" w/gaskets and bolts	Base	ea	28.00	\$1,107.22	\$31,002.16	34-36 weeks
#19	Megalug - 6" w/gaskets and bolts	Base	ea	5.00	\$51.56	\$257.80	in-stock
#20	O'Ring Tapping Sleeve - 18" x 12", MJ on 12"	Base	ea	1.00	\$2,612.75	\$2,612.75	2-4 weeks
#21	Gate Valve 12" FLJxMJ	Base	ea	1.00	\$2,898.28	\$2,898.28	34-36 weeks
#22	Butterfly Valve 30" MJxMJ	Base	ea	2.00	\$24,657.90	\$49,315.80	48-50 weeks
#23	Threaded Tapping Sleeve - 30"x2"	Base	ea	4.00	\$1,143.43	\$4,573.72	2-4 weeks
#24	O-Ring Tapping Sleeve - 30" x 4"	Base	ea	4.00	\$1,619.70	\$6,478.80	2-4 weeks
#25	1700 Megalug Harness 30" Dia	Base	ea	1.00	\$1,793.57	\$1,793.57	34-36 weeks
#26	Bend - 8" 45 Deg,	Base	ea	12.00	\$179.55	\$2,154.60	2-4 weeks
#27	Megalug - 8" w/gaskets and bolts	Base	ea	24.00	\$68.85	\$1,652.40	in-stock
#28	Sleeve - 8" MJ Longsleeve C153	Base	ea	3.00	\$176.37	\$529.11	2-4 weeks
#29	DI Pipe 8" Dia (Restrained)	Base	LF	80.00	\$44.58	\$3,566.40	in-stock
Products for 2018106 Marshall Rd. Transmission Main (These do not need to meet American Iron & Steel Provisions) - only WSDOT/City of Spokane							
#1	DI Pipe 12" Dia	Base	LF	826.00	\$54.52	\$45,033.52	in-stock
#2	DI Pipe 12" Dia (Restrained)	Base	LF	780.00	\$64.81	\$50,551.80	in-stock

#3	DI Pipe 30" Dia	Base	LF	4,914.00	\$181.33	\$891,055.62	34-36 weeks
#4	DI Pipe 30" Dia (Restrained)	Base	LF	2,350.00	\$263.96	\$620,306.00	34-36 weeks
#5	Tapping Sleeve - 30"x12" steel FL on 12"	Base	EA	2.00	\$2,576.17	\$5,152.34	2-4 weeks
#6	Bend - 30" 11.25 deg MJxMJ	Base	EA	12.00	\$2,309.44	\$27,713.28	34-36 weeks
#7	Bend - 30" 22.5 deg MJxMJ	Base	EA	15.00	\$2,268.14	\$34,022.10	34-36 weeks
#8	Bend - 30" 90 deg MJxMJ	Base	EA	5.00	\$3,221.74	\$16,108.70	34-36 weeks
#9	Bend - 12" 11.25 deg MJxMJ	Base	EA	4.00	\$238.04	\$952.16	2-4 weeks
#10	Bend - 12" 22.5 deg MJxMJ	Base	EA	6.00	\$253.87	\$1,523.22	2-4 weeks
#11	Bend - 12" 45 deg MJxMJ	Base	EA	4.00	\$290.28	\$1,161.12	2-4 weeks
#12	Tee - 12"x12" MJ	Base	EA	1.00	\$487.67	\$487.67	2-4 weeks
#13	Gate Valve 12" MJxMJ	Base	EA	3.00	\$3,009.76	\$9,029.28	2- in-stock
#14	Gate Valve 12" FLxMJ	Base	EA	1.00	\$2,898.28	\$2,898.28	34-36 weeks
#15	Megalugs - 30" w/gaskets & bolts	Base	EA	78.00	\$1,107.22	\$86,363.16	34-36 weeks
#16	Megalugs - 12" w/gaskets & bolts	Base	EA	38.00	\$129.98	\$4,939.24	in-stock
#17	Threaded Tapping Sleeve - 30"x2"	Base	EA	5.00	\$894.38	\$4,471.90	2-4 weeks
#18	O-Ring Tapping Sleeve - 30"x4"	Base	EA	4.00	\$1,137.09	\$4,548.36	2-4 weeks
#19	1700 Megalug Harness 30"	Base	EA	3.00	\$1,793.57	\$5,380.71	34-36 weeks
#20	Sleeve - 12" MJxMJ	Base	ea	6.00	\$267.59	\$1,605.54	2-4 weeks
#21	Adapter - 12" FLxMJ	Base	ea	2.00	\$304.54	\$609.08	2-4 weeks
#22	Gate Valve - 12" FLxFL	Base	ea	1.00	\$3,009.76	\$3,009.76	34-36 weeks
#23	Check Valve Wafer Style 12"	Base	ea	2.00	\$2,890.51	\$5,781.02	10-12 weeks

#24	1700 Megalug Harness 12"	Base	ea	3.00	\$212.66	\$637.98	12-15 weeks
#25	DI Plug MJ - 30"	Base	ea	2.00	\$1,848.90	\$3,697.80	34-36 weeks
#25	DI Plug MJ - 12"	Base	ea	3.00	\$155.17	\$465.51	2-4 weeks
#26	Bend - 30" 45 Deg	Base	ea	4.00	\$2,706.99	\$10,827.96	2-4 weeks
Total Base Bid	\$2,782,416.09						

Specifications for Water Pipe, Fittings & Valves

The pipe, fittings & valves included in this bid solicitation shall meet standard City of Spokane water dept materials ordering practice as specified in the 2022 WSDOT Standard Specifications for Road, Bridge and Municipal Construction except as modified below.

SECTION 7-09 WATER MAINS

7-09.2 Materials

Water mains shall be at the pressure class or thickness class with equal or greater wall thickness as listed below.

Ductile Iron Pipe Diameter	Pressure Class
3 inch to 12 inch	350
Greater than 12 inch	150

SECTION 9-30 WATER DISTRIBUTION MATERIALS

9-30.2 Fittings

9-30.2(6) Restrained Joints

Add the following after the last paragraph:

For pipe 12-inches and under, acceptable manufactured restraint joint systems are as follows:

MJ Gripper Gland as manufactured by U.S. Pipe;
TR Flex restraint joints as manufactured by U.S. Pipe; Lok-tyton restraint joints as manufactured by U.S. Pipe;
Field-Lok restraint joint as manufactured by U.S. Pipe;
Tyton-Lok mechanical joints as manufactured by the Pacific States Cast Iron Pipe Company;
MEGALUG as manufactured by Ebaa Iron, Inc.;
American Fast Grip Gaskets as manufactured by American Ductile Iron Pipe;
Gripper Gaskets as manufactured by Gripper Gasket LLC;
McWayne Sure Stop 350 gaskets as manufactured by McWayne.
One-Lok as manufactured by SIGMA Corporation;
Star Grip as manufactured by Star Pipe Products;
ROMAGrip as manufactured by ROMAC Industries.

The preceding restrained joint systems which are external restraint shall be acceptable only if external restraint systems for pipe 12-inchs and under have multiple teeth on the gripping wedge at the gripping surface.

Kevin Hoglund

For pipe larger than 12-inches the acceptable manufactured restraint joint systems are as follows:

TR Flex Gripper Ring as manufactured by U.S. Pipe (Water Department's written approval is required prior to use);
TR flex restraint joints as manufactured by U.S. Pipe; Lok-Tyton restraint joints as manufactured by U.S. Pipe;
Tyton-Lok mechanical joints as manufactured by Pacific States Cast Iron Pipe Company;
American Lok-Ring restraint joints as manufactured by American Ductile Iron Pipe Company;
Flex-Ring Joint Including Field Flex-Ring for sizes 14-inch through 36-inch restraint joints as manufactured by American Ductile Iron Pipe Company;
MEGALUG [pipe 48-inches and under] as manufactured by EBAA Inc.;
Field Lok Gaskets as manufactured by United States Pipe & Foundry Company;
American Fast Grip Gaskets as manufactured by American Ductile Iron Pipe;
SuperLug as manufactured by Sigma Corporation;
Snap-loc restraints for push-on joints as manufactured by Griffin Pipe Products Co.;
HP Loc Restrained joint pipe as manufactured by U.S. Pipe Co;
Star Grip as manufactured by Star Pipe Products.

The preceding restrained joint systems which are external restraint shall be acceptable only if external restraint systems for pipe larger than 12-inches have multiple teeth on the gripping wedge at the gripping surface.

9-30.3 Valves

Check Valves. Check valves shall be wafer type resilient seat double disc swing check valves, of class specified on the Plans or Special Provisions with cast or ductile iron plate and body, Buna-N seals and plain or flat face, Marlin Duo-Check II, HMP, or an approved substitute.

Replace the last sentence with the following:

Valves shall open CLOCKWISE (open right).

Gate Valves. Gate valves shall be resilient seat. Where indicated on the Plans or directed by the Engineer, ends shall be flange x mechanical joint, flange x flange, or mechanical joint x mechanical joint.

Pre-Approved Gate Valve Manufacturers:

American Flow Systems
Clow
East Jordan Iron Works
M&H
Mueller
Kennedy

Kevin Hoglund

Stockham
Waterous

All valves shall comply with ANSI/AWWA C509-01 or ANSI/AWWA C515-01 or their latest revisions, Class 150. Resilient seated Gate Valves shall be non-rising stem type suitable for direct burial, or the rising stem type (OS&Y). Shaft seals shall be standard "O" ring seals.

All cast iron shall conform to ASTM A-126 Class B. All ductile iron shall conform to ASTM A-536 Class B.

Stems shall be manganese bronze having a minimum ultimate tensile strength of 60,000 psi, and a minimum yield strength of 20,000 psi or greater. Stainless steel stems will also be allowed. Bolts shall be electro-plated steel with hex heads and hex nuts in accordance with ASTM A-307.

NRS stem collars shall be cast integral with the stem and machined to size. The housing for the valve stem collar shall be machined. A thrust bearing shall be incorporated as required to optimize operating torques.

NRS valves shall be furnished with "O" ring stem seals using two "O" rings located above the thrust collar to be set in grooves in the stem.

The internal and external iron surfaces of the body and bonnet shall be totally coated with epoxy and shall conform to AWWA 550 standards. Gates for all valves shall be encapsulated in rubber, be field replaceable and provide a dual seal on the mating body seat. Valves shall be capable of installation in any position with rated sealing in both directions. Rubber seats of specially compounded SBR material shall be utilized and be capable of sealing even under conditions of normal wear. The valve body shall have internal guides engaging integral lugs in the gate in a tongue and groove manner, supporting the gate throughout open/close travel.

Gate valve stems shall have a 2" wrench operating nut, painted red and with an arrow showing clockwise opening direction. Gate valves shall open in a clockwise direction of the operating nut (Open Right).

Rising stem gate valves (OS&Y) shall open in a counter-clockwise direction (Open Left) and shall be wheel top operator, painted black.

Gate valves shall be furnished with a type of end connection as follows: Mechanical joint per ANSI/AWWA C111, or Flange-ANSI/AWWA flange drilling Class 125, or as shown on the plans.

Markings shall be in accordance with ANSI/AWWA C509-01, or ANSI/AWWA 515-01 to include the name of the manufacturer, minimum working pressure, and valve size.

Kevin Hoglund

Gate valves shall be rated for zero leakage at 150 psi water working pressure and have a 300 psi hydrostatic test for structural soundness for 4" through 12".

Bidders shall submit a catalog or brochure that describes the valves, including materials used in the valve construction, they propose to furnish.

9-30.3(3) Butterfly Valves

Add the following after the first paragraph:

Valve shafts shall be constructed of 18-8 Type 304 stainless steel or protected with 18-8 Type 304 stainless steel journals.

The valve mating seat shall be constructed of 18-8 Type 304 stainless steel.

Valve ends shall be mechanical joint conforming to ANSI/AWWA C111/A21.11 or as specified on the Plans and Specifications.

The vendor and/or Contractor shall furnish the City of Spokane an affidavit of compliance that the valves furnished comply with, or exceed the applicable provisions of these Specifications as well as those of the ANSI/AWWA C504 (latest revision).

Tapping Sleeves

A. Fabricated Steel Tapping Sleeve, Flange Outlet

Nuts and bolts must be Type 304 stainless steel.

Acceptable Products: Ford FTSC-SH, ROMAC FTS420-SSFE, or Smith-Blair 622-031 only.

Ductile Iron Fittings

All ductile iron fittings must be compact style (unless otherwise noted), provided without accessories, and meet ANSI/AWWA C153/A21.53-11 standards. Full body fittings, meeting ANSI/AWWA C110/A21.10-12 standards, are acceptable only when a requested fitting is not covered by the C153 standard.

Gaskets

B. Tyton Joint Restraint Gasket

Approved Products: US Pipe Field Lok, Gripper Gasket, or McWane Sure Stop only.

The following is only applicable to that portion of the job entitled SIA T-main I90 Crossings.

Kevin Hoglund

American Iron and Steel Provision

Congress passed a law January 17, 2014, that requires water systems to use U.S. steel and iron products for projects funded in part or in full by a Drinking Water State Revolving Fund (DWSRF) loan.

The act defines iron and steel products as, "...the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials."

Kevin Hoglund

ITB #5753-22 SIA T-Main I90 Crossing & Marshall Rd Pipe & Fittings Tabulation

Reference Number	Description	Type	UOM	Quantity	Core & Main	H D FOWLER CO	Consolidated Supply Co.
Products for 2018107- SIA Transmission Main Crossing Under I-90 (Must meet American iron & steel Provision & WSDOT/City of Spokane)							
#1	DI Pipe 6" Dia (Restrained)	Base	LF	30	\$1,080.60	\$912.60	\$846.90
#2	DI Pipe 12" Dia (Restrained)	Base	LF	63	\$4,437.09	\$3,908.52	\$3,571.47
#3	DI Pipe 30" Dia	Base	LF	1,560.00	\$283,966.80	\$320,190.00	\$443,913.60
#4	DI Pipe 30" Dia (Restrained)	Base	LF	1,744.00	\$459,317.28	\$546,744.00	\$690,798.40
#5	Bend - 12" 45 degree MJxMJ	Base	ea	4	\$1,615.92	\$1,683.24	\$1,795.48
#6	Bend - 12" 90 degree MJxMJ	Base	ea	1	\$564.86	\$529.55	\$564.86
#7	Tee - 12" x 6" MJ	Base	ea	1	\$521.96	\$489.33	\$521.96
#8	Sleeve - 12" MJ Longsleeve C153	Base	ea	2	\$710.26	\$665.86	\$710.24
#9	Megalugs - 12" w/gaskets and bolts	Base	ea	19	\$2,469.62	\$2,852.66	\$2,739.23
#10	Bend - 30", 11.25 deg	Base	ea	1	\$4,547.25	\$4,357.78	\$4,648.30
#11	Bend - 30", 22.5 deg	Base	ea	1	\$5,055.53	\$4,844.87	\$5,167.88
#12	Bend - 30", 45 deg (compact fitting)	Base	ea	2	\$11,833.28	\$11,340.20	\$12,096.22
#13	Bend - 30", 45 deg	Base	ea	3	\$17,749.92	\$17,010.30	\$18,144.33
#14	Bend - 30", 90 deg	Base	ea	3	\$26,390.52	\$25,290.90	\$26,976.96
#15	Tee - 30"x30" MJ	Base	ea	0	\$0.00	\$0.00	\$0.00

#16	Sleeve - 30" MJ Longsleeve C153	Base	ea	2	\$10,330.20	\$9,899.78	\$10,559.78
#17	Tee - 30"x12", MJ on 12"	Base	ea	1	\$6,656.50	\$6,379.15	\$6,804.62
#18	Megalug - 30" w/gaskets and bolts	Base	ea	28	\$31,002.16	\$39,047.68	\$33,841.64
#19	Megalug - 6" w/gaskets and bolts	Base	ea	5	\$257.80	\$297.75	\$285.95
#20	O'Ring Tapping Sleeve - 18" x 12", MJ on 12"	Base	ea	1	\$2,612.75	\$4,131.95	\$5,513.60
#21	Gate Valve 12" FLJxMJ	Base	ea	1	\$2,898.28	\$2,662.64	\$2,850.08
#22	Butterfly Valve 30" MJxMJ	Base	ea	2	\$49,315.80	\$48,458.20	\$49,715.74
#23	Threaded Tapping Sleeve - 30"x2"	Base	ea	4	\$4,573.72	\$6,834.96	\$6,618.28
#24	O-Ring Tapping Sleeve - 30" x 4"	Base	ea	4	\$6,478.80	\$11,968.80	\$11,415.36
#25	1700 Megalug Harness 30" Dia	Base	ea	1	\$1,793.57	\$1,718.83	\$1,941.72
#26	Bend - 8" 45 Deg,	Base	ea	12	\$2,154.60	\$2,019.84	\$2,154.48
#27	Megalug - 8" w/gaskets and bolts	Base	ea	24	\$1,652.40	\$1,908.72	\$1,832.88
#28	Sleeve - 8" MJ Longsleeve C153	Base	ea	3	\$529.11	\$496.02	\$529.11
#29	DI Pipe 8" Dia (Restrained)	Base	LF	80	\$3,566.40	\$3,190.40	\$2,992.00
Sub Total					\$944,082.98	\$1,079,834.53	\$1,349,551.07

Products for 2018106 Marshall Rd. Transmission Main (These do not need to meet American Iron & Steel Provisions) - only WSDOT/City of Spokane

#1	DI Pipe 12" Dia	Base	LF	826	\$45,033.52	\$37,029.58	\$37,789.50
#2	DI Pipe 12" Dia (Restrained)	Base	LF	780	\$50,551.80	\$48,391.20	\$44,226.00
#3	DI Pipe 30" Dia	Base	LF	4,914.00	\$891,055.62	\$1,008,598.50	\$1,398,327.84
#4	DI Pipe 30" Dia (Restrained)	Base	LF	2,350.00	\$620,306.00	\$736,725.00	\$930,835.00
#5	Tapping Sleeve - 30"x12" steel FL on 12"	Base	EA	2	\$5,152.34	\$5,086.40	\$13,990.94
#6	Bend - 30" 11.25 deg MJxMJ	Base	EA	12	\$27,713.28	\$24,601.44	\$29,521.80
#7	Bend - 30" 22.5 deg MJxMJ	Base	EA	15	\$34,022.10	\$30,201.90	\$36,242.25
#8	Bend - 30" 90 deg MJxMJ	Base	EA	5	\$16,108.70	\$14,300.00	\$17,160.00
#9	Bend - 12" 11.25 deg MJxMJ	Base	EA	4	\$952.16	\$826.84	\$992.20
#10	Bend - 12" 22.5 deg MJxMJ	Base	EA	6	\$1,523.22	\$1,322.76	\$1,587.30
#11	Bend - 12" 45 deg MJxMJ	Base	EA	4	\$1,161.12	\$1,008.32	\$1,210.00
#12	Tee - 12"x12" MJ	Base	EA	1	\$487.67	\$423.50	\$508.20
#13	Gate Valve 12" MJxMJ	Base	EA	3	\$9,029.28	\$9,141.30	\$8,943.69
#14	Gate Valve 12" FLxMJ	Base	EA	1	\$2,898.28	\$2,662.64	\$2,845.69
#15	Megalugs - 30" w/gaskets & bolts	Base	EA	78	\$86,363.16	\$86,542.56	\$94,273.14
#16	Megalugs - 12" w/gaskets & bolts	Base	EA	38	\$4,939.24	\$4,732.90	\$5,478.46
#17	Threaded Tapping Sleeve - 30"x2"	Base	EA	5	\$4,471.90	\$4,628.50	\$5,135.60

#18	O-Ring Tapping Sleeve - 30"x4"	Base	EA	4	\$4,548.36	\$4,706.12	\$5,292.00
#19	1700 Megalug Harness 30"	Base	EA	3	\$5,380.71	\$3,183.24	\$5,825.16
#20	Sleeve - 12" MJxMJ	Base	ea	6	\$1,605.54	\$1,394.28	\$1,673.10
#21	Adapter - 12" FLxMJ	Base	ea	2	\$609.08	\$528.92	\$634.70
#22	Gate Valve - 12" FLxFL	Base	ea	1	\$3,009.76	\$2,764.94	\$2,954.56
#23	Check Valve Wafer Style 12"	Base	ea	2	\$5,781.02	\$6,181.00	\$3,836.32
#24	1700 Megalug Harness 12"	Base	ea	3	\$637.98	\$598.08	\$675.51
#25	DI Plug MJ - 30"	Base	ea	2	\$3,697.80	\$3,282.58	\$4,170.82
#25	DI Plug MJ - 12"	Base	ea	3	\$465.51	\$404.25	\$513.63
#26	Bend - 30" 45 Deg	Base	ea	4	\$10,827.96	\$9,612.16	\$12,213.12
Sub Total					\$1,838,333.11	\$2,048,878.91	\$2,666,856.53
Total Extended					\$2,782,416.09	\$3,128,713.44	\$4,016,407.60



Agenda Sheet for City Council Meeting of:

12/12/2022

Date Rec'd	11/30/2022
Clerk's File #	OPR 2022-0895
Renews #	
Cross Ref #	
Project #	2018107
Bid #	RFQ 5753-22
Requisition #	RE

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	0370 – PIPE PREORDER SIA T-LINE CROSSING UNDER I-90 (2018107) CORE AND MAIN

Agenda Wording

Pipe Preorder in support of the SIA Transmission Line Crossing under I-90 with Core and Main.

Summary (Background)

Sealed bids were accepted through the City's electronic bidding portal on 11/21/22 to support the SIA Transmission Main Crossing under I-90 and the Marshall Road Transmission Main Projects. Award is recommended across three respondents in accordance with the low responsive, responsible bidder able to deliver timely in each category. Items proposed for preorder are included as outlined in the bid tabulation.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 1,029,050.45

Select \$

Select \$

Select \$

Budget Account

4250-98818-94340-56501-15801

#

#

#

Approvals

Dept Head	BULLER, DAN
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON, MARGARET
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PIES 11/28/2022
Council Sponsor	KINNEAR
Distribution List	eraea@spokanecity.org
	publicworksaccounting@spokanecity.org
Additional Approvals	ICM@spokanecity.org
Purchasing	ddaniels@spokanecity.org

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	SIA I-90 Transmission Main
Summary (Background)	<ul style="list-style-type: none"> In order to serve the growing West Plains including the West Plains PDA, the Water Department is making upgrades to the water system in this area. A third water tank near the airport (next to the existing two tanks) is currently under construction. Another booster station next to the existing booster station on the south side of I-90 is planned within the next three years. Additionally a 30" water main connecting the new tank and new booster station is in design and nearly ready for bidding – see attached exhibit. This water main will supplement the existing 18" water main. Crossing of I-90 will be by boring and jacking (i.e., tunneling). This work is planned for the summer of 2023. Funding for this project is provided by a low interest federal loan to be repaid with utility rate revenue.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a pipe purchase contract to Council for approval.
Fiscal Impact:	
Total Cost:	
Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source X One-time <input type="checkbox"/> Recurring	
Specify funding source: project funds (generally street or utility funds)	
Expense Occurrence X One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
<p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

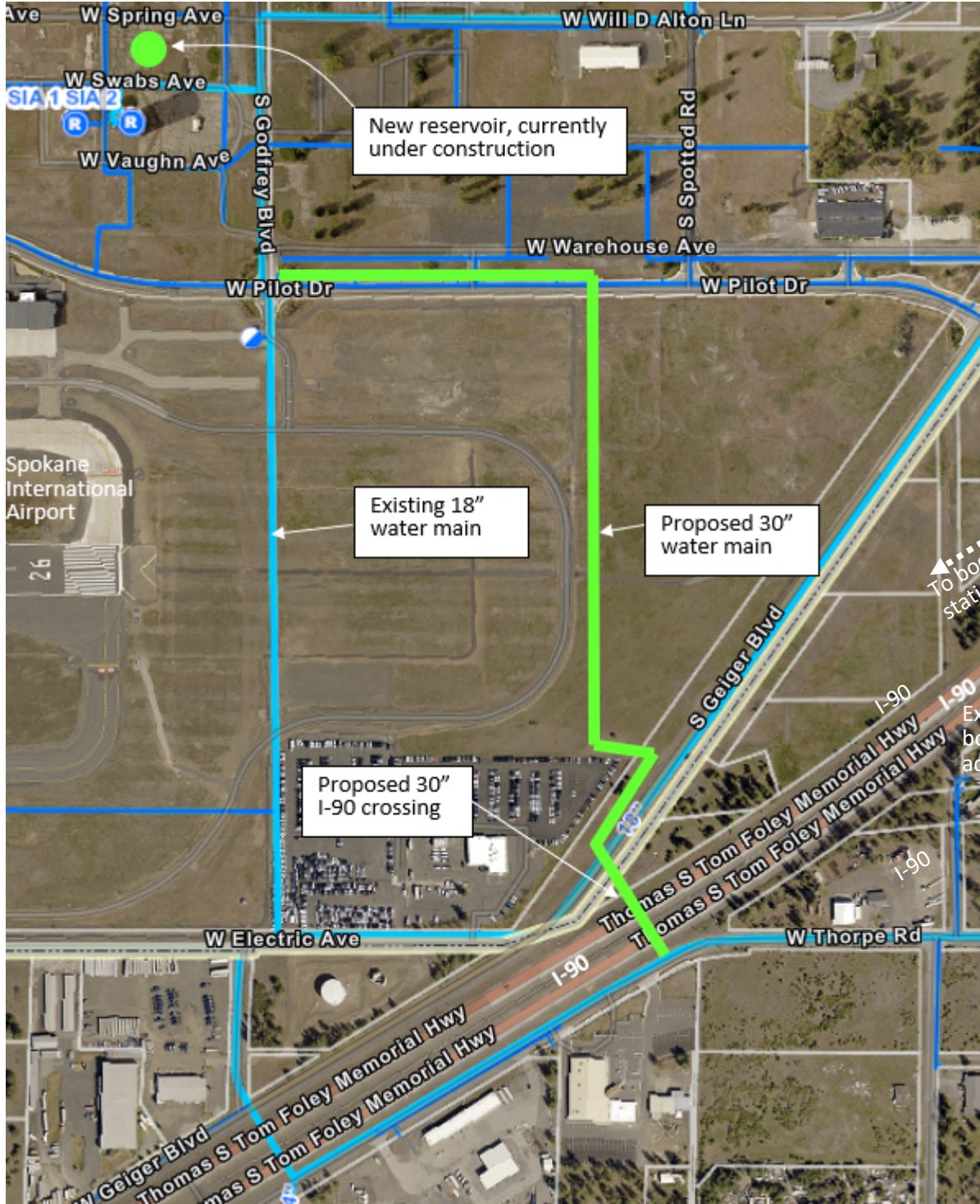
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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

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

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

Project Location



Bid Response Summary

Bid Number ITB 5753-22
Bid Title SIA T-Main I90 Crossing & Marshall Rd Pipe & Fittings
Due Date Monday, November 21, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Core & Main
Submitted By Kevin Hoglund - Thursday, November 17, 2022 1:07:38 PM [(UTC-08:00) Pacific Time (US & Canada)]
 kevin.hoglund@coreandmain.com 509-893-1055

Comments

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Indicate the appropriate point of contact (phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, explicitly specify all relevant contacts.	Kevin Hoglund/ 509-590-5397 / kevin.hoglund@corenadmain.com
Council Approval			
	1	This purchase is subject to City Council approval. Approval is anticipated in late November 2022. The City assumes no obligation to purchase until the purchase is approved by Council and a City purchase order is issued.	I understand and I agree
General			
	1	Acceptable product makes/models, where specified, must be adhered to. The items needing to be ordered are in the Pricing tab as well as in the Documents tab.	I understand and I agree
	2	The City of Spokane may award the products to multiple vendors based on size or product.	I understand and I agree
	3	The City of Spokane will adjust pipe quantities on the Purchase Order to meet standard pipe lengths.	I acknowledge and I understand
	4	Upload the "Pre-Order Specifications" document in the "Documents" tab. This document will need to be printed and signed prior to uploading it. This document will need to be saved as one document as this system will only allow upload of one document. Signing and uploading this document means you have read and understood ALL the information on this document.	ITB #5753-22 Preorder specs (1).pdf
Withdrawal of Bid			
	1	Suppliers may withdraw Bids prior to the scheduled Bid due date and time. Unless otherwise specified, no Bids may be withdrawn for thirty (30) calendar days after the due date.	I understand and I agree

Use of American Iron
and Steel - ONLY FOR
SIA T-MAIN
CROSSING I90 ITEMS

1	<p>This provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.). This provision does not apply if the engineering plans and specifications for the project were approved by the Ecology prior to January 17, 2014. The Contractor acknowledges to and for the benefit of the Project Owner and the State of Washington that it understands the goods and services under this Agreement are being funded with monies made available by the Water Pollution Control Revolving Fund which contains provisions commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirements") including iron and steel products provided by the Contactor pursuant to this Agreement. "Iron and Steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.</p>	I understand and I agree
2	<p>The Contractor hereby represents and warrants to and for the benefit of the Project Owner and the State that: (a) the Contractor has reviewed and understands the American Iron and Steel Requirements, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirements, as may be requested by the Project Owner or the State.</p>	I understand and I agree
3	<p>Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Project Owner or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Project Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Project Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Project Owner for the funding of its project, the Project Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of the Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.</p>	I understand and I agree

Delivery		
1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	I understand and I agree
2	All product shall be ordered/delivered FOB: Destination to a City owned lot at the intersection of Queen & Myrtle although we reserve the right to change that location. Final delivery destination to be communicated at least three (3) weeks prior to delivery.	I understand and I agree
3	PARTIAL DELIVERIES ARE REQUIRED and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	I understand and I agree
4	Supplier acknowledges that they understand delivery is needed as soon as product can be obtained.	I understand and I agree
5	24-hour prior notice of delivery is required to Matthew Meek at (509) 625-7817.	I understand and I agree
Additional Items		
1	The City of Spokane reserves the right to purchase additional items at the quoted price for one (1) month from the "due date" of this ITB. Supplier agrees to sell at the same price, terms, and conditions for one (1) month from the "due date" of this ITB..	Yes
Payment Terms		
1	Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediate make every effort to settle the disputed amount.	I understand and I agree
Sales Tax		
1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I understand and I agree
Business Registration Requirement		

1	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 being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier 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.	Understood and Agreed
2	Supplier's Business Registration No.	T1205100BUS
Polychlorinated Biphenyls (PCBs)		
1	In accordance with SMC 7.06.172(A), respondent certifies the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	I understand and I agree
2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
3	If so, were PCBs found at a measurable level?	
4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
5	If so, note from whom the results can be obtained.	
6	Do you have reason to believe the product contains measurable levels of PCBs?	No
7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms & Conditions		
1	Submission of a bid constitutes acceptance of the Terms & Conditions of this request in accordance with the document so named in the 'Documents' tab.	I understand and I agree
Other		
1	This area is for suppliers to add any additional information, comments, etc.	
2	This area is for suppliers to upload add any additional information, documents, etc. You can only upload one document so if you have multiple documents, combine them into one before uploading.	

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	Make/Model
Products for 2018107-SIA Transmission Main Crossing Under I-90 (Must meet American iron & steel Provision & WSDOT/City of Spokane)									
	#1	DI Pipe 6" Dia (Restrained)	Base	LF	30.00	\$36.02	\$1,080.60	in-stock	
	#2	DI Pipe 12" Dia (Restrained)	Base	LF	63.00	\$70.43	\$4,437.09	in-stock	
	#3	DI Pipe 30" Dia	Base	LF	1,560.00	\$182.03	\$283,966.80	34-36 weeks	
	#4	DI Pipe 30" Dia (Restrained)	Base	LF	1,744.00	\$263.37	\$459,317.28	34-36 weeks	
	#5	Bend - 12" 45 degree MJxMJ	Base	ea	4.00	\$403.98	\$1,615.92	2-4 weeks	
	#6	Bend - 12" 90 degree MJxMJ	Base	ea	1.00	\$564.86	\$564.86	2-4 weeks	
	#7	Tee - 12" x 6" MJ	Base	ea	1.00	\$521.96	\$521.96	2-4 weeks	
	#8	Sleeve - 12" MJ Longsleeve C153	Base	ea	2.00	\$355.13	\$710.26	2-4 weeks	
	#9	Megalugs - 12" w/gaskets and bolts	Base	ea	19.00	\$129.98	\$2,469.62	In-stock	
	#10	Bend - 30", 11.25 deg	Base	ea	1.00	\$4,547.25	\$4,547.25	34-36 weeks	
	#11	Bend - 30", 22.5 deg	Base	ea	1.00	\$5,055.53	\$5,055.53	34-36 weeks	
	#12	Bend - 30", 45 deg (compact fitting)	Base	ea	2.00	\$5,916.64	\$11,833.28	34-36 weeks	
	#13	Bend - 30", 45 deg	Base	ea	3.00	\$5,916.64	\$17,749.92	34-36 weeks	
	#14	Bend - 30", 90 deg	Base	ea	3.00	\$8,796.84	\$26,390.52	34-36 weeks	
	#15	Tee - 30"x30" MJ	Base	ea	0.00	\$0.00	\$0.00	34-36 weeks	

#16	Sleeve - 30" MJ Longsleeve C153	Base	ea	2.00	\$5,165.10	\$10,330.20	34-36 weeks
#17	Tee - 30"x12", MJ on 12"	Base	ea	1.00	\$6,656.50	\$6,656.50	34-36 weeks
#18	Megalug - 30" w/gaskets and bolts	Base	ea	28.00	\$1,107.22	\$31,002.16	34-36 weeks
#19	Megalug - 6" w/gaskets and bolts	Base	ea	5.00	\$51.56	\$257.80	in-stock
#20	O'Ring Tapping Sleeve - 18" x 12", MJ on 12"	Base	ea	1.00	\$2,612.75	\$2,612.75	2-4 weeks
#21	Gate Valve 12" FLJxMJ	Base	ea	1.00	\$2,898.28	\$2,898.28	34-36 weeks
#22	Butterfly Valve 30" MJxMJ	Base	ea	2.00	\$24,657.90	\$49,315.80	48-50 weeks
#23	Threaded Tapping Sleeve - 30"x2"	Base	ea	4.00	\$1,143.43	\$4,573.72	2-4 weeks
#24	O-Ring Tapping Sleeve - 30" x 4"	Base	ea	4.00	\$1,619.70	\$6,478.80	2-4 weeks
#25	1700 Megalug Harness 30" Dia	Base	ea	1.00	\$1,793.57	\$1,793.57	34-36 weeks
#26	Bend - 8" 45 Deg,	Base	ea	12.00	\$179.55	\$2,154.60	2-4 weeks
#27	Megalug - 8" w/gaskets and bolts	Base	ea	24.00	\$68.85	\$1,652.40	in-stock
#28	Sleeve - 8" MJ Longsleeve C153	Base	ea	3.00	\$176.37	\$529.11	2-4 weeks
#29	DI Pipe 8" Dia (Restrained)	Base	LF	80.00	\$44.58	\$3,566.40	in-stock
Products for 2018106 Marshall Rd. Transmission Main (These do not need to meet American Iron & Steel Provisions) - only WSDOT/City of Spokane							
#1	DI Pipe 12" Dia	Base	LF	826.00	\$54.52	\$45,033.52	in-stock
#2	DI Pipe 12" Dia (Restrained)	Base	LF	780.00	\$64.81	\$50,551.80	in-stock

#3	DI Pipe 30" Dia	Base	LF	4,914.00	\$181.33	\$891,055.62	34-36 weeks
#4	DI Pipe 30" Dia (Restrained)	Base	LF	2,350.00	\$263.96	\$620,306.00	34-36 weeks
#5	Tapping Sleeve - 30"x12" steel FL on 12"	Base	EA	2.00	\$2,576.17	\$5,152.34	2-4 weeks
#6	Bend - 30" 11.25 deg MJxMJ	Base	EA	12.00	\$2,309.44	\$27,713.28	34-36 weeks
#7	Bend - 30" 22.5 deg MJxMJ	Base	EA	15.00	\$2,268.14	\$34,022.10	34-36 weeks
#8	Bend - 30" 90 deg MJxMJ	Base	EA	5.00	\$3,221.74	\$16,108.70	34-36 weeks
#9	Bend - 12" 11.25 deg MJxMJ	Base	EA	4.00	\$238.04	\$952.16	2-4 weeks
#10	Bend - 12" 22.5 deg MJxMJ	Base	EA	6.00	\$253.87	\$1,523.22	2-4 weeks
#11	Bend - 12" 45 deg MJxMJ	Base	EA	4.00	\$290.28	\$1,161.12	2-4 weeks
#12	Tee - 12"x12" MJ	Base	EA	1.00	\$487.67	\$487.67	2-4 weeks
#13	Gate Valve 12" MJxMJ	Base	EA	3.00	\$3,009.76	\$9,029.28	2- in-stock
#14	Gate Valve 12" FLxMJ	Base	EA	1.00	\$2,898.28	\$2,898.28	34-36 weeks
#15	Megalugs - 30" w/gaskets & bolts	Base	EA	78.00	\$1,107.22	\$86,363.16	34-36 weeks
#16	Megalugs - 12" w/gaskets & bolts	Base	EA	38.00	\$129.98	\$4,939.24	in-stock
#17	Threaded Tapping Sleeve - 30"x2"	Base	EA	5.00	\$894.38	\$4,471.90	2-4 weeks
#18	O-Ring Tapping Sleeve - 30"x4"	Base	EA	4.00	\$1,137.09	\$4,548.36	2-4 weeks
#19	1700 Megalug Harness 30"	Base	EA	3.00	\$1,793.57	\$5,380.71	34-36 weeks
#20	Sleeve - 12" MJxMJ	Base	ea	6.00	\$267.59	\$1,605.54	2-4 weeks
#21	Adapter - 12" FLxMJ	Base	ea	2.00	\$304.54	\$609.08	2-4 weeks
#22	Gate Valve - 12" FLxFL	Base	ea	1.00	\$3,009.76	\$3,009.76	34-36 weeks
#23	Check Valve Wafer Style 12"	Base	ea	2.00	\$2,890.51	\$5,781.02	10-12 weeks

#24	1700 Megalug Harness 12"	Base	ea	3.00	\$212.66	\$637.98	12-15 weeks
#25	DI Plug MJ - 30"	Base	ea	2.00	\$1,848.90	\$3,697.80	34-36 weeks
#25	DI Plug MJ - 12"	Base	ea	3.00	\$155.17	\$465.51	2-4 weeks
#26	Bend - 30" 45 Deg	Base	ea	4.00	\$2,706.99	\$10,827.96	2-4 weeks
Total Base Bid	\$2,782,416.09						

Specifications for Water Pipe, Fittings & Valves

The pipe, fittings & valves included in this bid solicitation shall meet standard City of Spokane water dept materials ordering practice as specified in the 2022 WSDOT Standard Specifications for Road, Bridge and Municipal Construction except as modified below.

SECTION 7-09 WATER MAINS

7-09.2 Materials

Water mains shall be at the pressure class or thickness class with equal or greater wall thickness as listed below.

Ductile Iron Pipe Diameter	Pressure Class
3 inch to 12 inch	350
Greater than 12 inch	150

SECTION 9-30 WATER DISTRIBUTION MATERIALS

9-30.2 Fittings

9-30.2(6) Restrained Joints

Add the following after the last paragraph:

For pipe 12-inches and under, acceptable manufactured restraint joint systems are as follows:

MJ Gripper Gland as manufactured by U.S. Pipe;
TR Flex restraint joints as manufactured by U.S. Pipe; Lok-tyton restraint joints as manufactured by U.S. Pipe;
Field-Lok restraint joint as manufactured by U.S. Pipe;
Tyton-Lok mechanical joints as manufactured by the Pacific States Cast Iron Pipe Company;
MEGALUG as manufactured by Ebaa Iron, Inc.;
American Fast Grip Gaskets as manufactured by American Ductile Iron Pipe;
Gripper Gaskets as manufactured by Gripper Gasket LLC;
McWayne Sure Stop 350 gaskets as manufactured by McWayne.
One-Lok as manufactured by SIGMA Corporation;
Star Grip as manufactured by Star Pipe Products;
ROMAGrip as manufactured by ROMAC Industries.

The preceding restrained joint systems which are external restraint shall be acceptable only if external restraint systems for pipe 12-inchs and under have multiple teeth on the gripping wedge at the gripping surface.

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For pipe larger than 12-inches the acceptable manufactured restraint joint systems are as follows:

TR Flex Gripper Ring as manufactured by U.S. Pipe (Water Department's written approval is required prior to use);
TR flex restraint joints as manufactured by U.S. Pipe; Lok-Tyton restraint joints as manufactured by U.S. Pipe;
Tyton-Lok mechanical joints as manufactured by Pacific States Cast Iron Pipe Company;
American Lok-Ring restraint joints as manufactured by American Ductile Iron Pipe Company;
Flex-Ring Joint Including Field Flex-Ring for sizes 14-inch through 36-inch restraint joints as manufactured by American Ductile Iron Pipe Company;
MEGALUG [pipe 48-inches and under] as manufactured by EBAA Inc.;
Field Lok Gaskets as manufactured by United States Pipe & Foundry Company;
American Fast Grip Gaskets as manufactured by American Ductile Iron Pipe;
SuperLug as manufactured by Sigma Corporation;
Snap-loc restraints for push-on joints as manufactured by Griffin Pipe Products Co.;
HP Loc Restrained joint pipe as manufactured by U.S. Pipe Co;
Star Grip as manufactured by Star Pipe Products.

The preceding restrained joint systems which are external restraint shall be acceptable only if external restraint systems for pipe larger than 12-inches have multiple teeth on the gripping wedge at the gripping surface.

9-30.3 Valves

Check Valves. Check valves shall be wafer type resilient seat double disc swing check valves, of class specified on the Plans or Special Provisions with cast or ductile iron plate and body, Buna-N seals and plain or flat face, Marlin Duo-Check II, HMP, or an approved substitute.

Replace the last sentence with the following:

Valves shall open CLOCKWISE (open right).

Gate Valves. Gate valves shall be resilient seat. Where indicated on the Plans or directed by the Engineer, ends shall be flange x mechanical joint, flange x flange, or mechanical joint x mechanical joint.

Pre-Approved Gate Valve Manufacturers:

American Flow Systems
Clow
East Jordan Iron Works
M&H
Mueller
Kennedy

Kevin Hoglund

Stockham
Waterous

All valves shall comply with ANSI/AWWA C509-01 or ANSI/AWWA C515-01 or their latest revisions, Class 150. Resilient seated Gate Valves shall be non-rising stem type suitable for direct burial, or the rising stem type (OS&Y). Shaft seals shall be standard "O" ring seals.

All cast iron shall conform to ASTM A-126 Class B. All ductile iron shall conform to ASTM A-536 Class B.

Stems shall be manganese bronze having a minimum ultimate tensile strength of 60,000 psi, and a minimum yield strength of 20,000 psi or greater. Stainless steel stems will also be allowed. Bolts shall be electro-plated steel with hex heads and hex nuts in accordance with ASTM A-307.

NRS stem collars shall be cast integral with the stem and machined to size. The housing for the valve stem collar shall be machined. A thrust bearing shall be incorporated as required to optimize operating torques.

NRS valves shall be furnished with "O" ring stem seals using two "O" rings located above the thrust collar to be set in grooves in the stem.

The internal and external iron surfaces of the body and bonnet shall be totally coated with epoxy and shall conform to AWWA 550 standards. Gates for all valves shall be encapsulated in rubber, be field replaceable and provide a dual seal on the mating body seat. Valves shall be capable of installation in any position with rated sealing in both directions. Rubber seats of specially compounded SBR material shall be utilized and be capable of sealing even under conditions of normal wear. The valve body shall have internal guides engaging integral lugs in the gate in a tongue and groove manner, supporting the gate throughout open/close travel.

Gate valve stems shall have a 2" wrench operating nut, painted red and with an arrow showing clockwise opening direction. Gate valves shall open in a clockwise direction of the operating nut (Open Right).

Rising stem gate valves (OS&Y) shall open in a counter-clockwise direction (Open Left) and shall be wheel top operator, painted black.

Gate valves shall be furnished with a type of end connection as follows: Mechanical joint per ANSI/AWWA C111, or Flange-ANSI/AWWA flange drilling Class 125, or as shown on the plans.

Markings shall be in accordance with ANSI/AWWA C509-01, or ANSI/AWWA 515-01 to include the name of the manufacturer, minimum working pressure, and valve size.

Kevin Hoglund

Gate valves shall be rated for zero leakage at 150 psi water working pressure and have a 300 psi hydrostatic test for structural soundness for 4" through 12".

Bidders shall submit a catalog or brochure that describes the valves, including materials used in the valve construction, they propose to furnish.

9-30.3(3) Butterfly Valves

Add the following after the first paragraph:

Valve shafts shall be constructed of 18-8 Type 304 stainless steel or protected with 18-8 Type 304 stainless steel journals.

The valve mating seat shall be constructed of 18-8 Type 304 stainless steel.

Valve ends shall be mechanical joint conforming to ANSI/AWWA C111/A21.11 or as specified on the Plans and Specifications.

The vendor and/or Contractor shall furnish the City of Spokane an affidavit of compliance that the valves furnished comply with, or exceed the applicable provisions of these Specifications as well as those of the ANSI/AWWA C504 (latest revision).

Tapping Sleeves

A. Fabricated Steel Tapping Sleeve, Flange Outlet

Nuts and bolts must be Type 304 stainless steel.

Acceptable Products: Ford FTSC-SH, ROMAC FTS420-SSFE, or Smith-Blair 622-031 only.

Ductile Iron Fittings

All ductile iron fittings must be compact style (unless otherwise noted), provided without accessories, and meet ANSI/AWWA C153/A21.53-11 standards. Full body fittings, meeting ANSI/AWWA C110/A21.10-12 standards, are acceptable only when a requested fitting is not covered by the C153 standard.

Gaskets

B. Tyton Joint Restraint Gasket

Approved Products: US Pipe Field Lok, Gripper Gasket, or McWane Sure Stop only.

The following is only applicable to that portion of the job entitled SIA T-main I90 Crossings.

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American Iron and Steel Provision

Congress passed a law January 17, 2014, that requires water systems to use U.S. steel and iron products for projects funded in part or in full by a Drinking Water State Revolving Fund (DWSRF) loan.

The act defines iron and steel products as, "...the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials."

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ITB #5753-22 SIA T-Main I90 Crossing & Marshall Rd Pipe & Fittings Tabulation

Reference Number	Description	Type	UOM	Quantity	Core & Main	H D FOWLER CO	Consolidated Supply Co.
Products for 2018107- SIA Transmission Main Crossing Under I-90 (Must meet American iron & steel Provision & WSDOT/City of Spokane)							
#1	DI Pipe 6" Dia (Restrained)	Base	LF	30	\$1,080.60	\$912.60	\$846.90
#2	DI Pipe 12" Dia (Restrained)	Base	LF	63	\$4,437.09	\$3,908.52	\$3,571.47
#3	DI Pipe 30" Dia	Base	LF	1,560.00	\$283,966.80	\$320,190.00	\$443,913.60
#4	DI Pipe 30" Dia (Restrained)	Base	LF	1,744.00	\$459,317.28	\$546,744.00	\$690,798.40
#5	Bend - 12" 45 degree MJxMJ	Base	ea	4	\$1,615.92	\$1,683.24	\$1,795.48
#6	Bend - 12" 90 degree MJxMJ	Base	ea	1	\$564.86	\$529.55	\$564.86
#7	Tee - 12" x 6" MJ	Base	ea	1	\$521.96	\$489.33	\$521.96
#8	Sleeve - 12" MJ Longsleeve C153	Base	ea	2	\$710.26	\$665.86	\$710.24
#9	Megalugs - 12" w/gaskets and bolts	Base	ea	19	\$2,469.62	\$2,852.66	\$2,739.23
#10	Bend - 30", 11.25 deg	Base	ea	1	\$4,547.25	\$4,357.78	\$4,648.30
#11	Bend - 30", 22.5 deg	Base	ea	1	\$5,055.53	\$4,844.87	\$5,167.88
#12	Bend - 30", 45 deg (compact fitting)	Base	ea	2	\$11,833.28	\$11,340.20	\$12,096.22
#13	Bend - 30", 45 deg	Base	ea	3	\$17,749.92	\$17,010.30	\$18,144.33
#14	Bend - 30", 90 deg	Base	ea	3	\$26,390.52	\$25,290.90	\$26,976.96
#15	Tee - 30"x30" MJ	Base	ea	0	\$0.00	\$0.00	\$0.00

#16	Sleeve - 30" MJ Longsleeve C153	Base	ea	2	\$10,330.20	\$9,899.78	\$10,559.78
#17	Tee - 30"x12", MJ on 12"	Base	ea	1	\$6,656.50	\$6,379.15	\$6,804.62
#18	Megalug - 30" w/gaskets and bolts	Base	ea	28	\$31,002.16	\$39,047.68	\$33,841.64
#19	Megalug - 6" w/gaskets and bolts	Base	ea	5	\$257.80	\$297.75	\$285.95
#20	O'Ring Tapping Sleeve - 18" x 12", MJ on 12"	Base	ea	1	\$2,612.75	\$4,131.95	\$5,513.60
#21	Gate Valve 12" FLJxMJ	Base	ea	1	\$2,898.28	\$2,662.64	\$2,850.08
#22	Butterfly Valve 30" MJxMJ	Base	ea	2	\$49,315.80	\$48,458.20	\$49,715.74
#23	Threaded Tapping Sleeve - 30"x2"	Base	ea	4	\$4,573.72	\$6,834.96	\$6,618.28
#24	O-Ring Tapping Sleeve - 30" x 4"	Base	ea	4	\$6,478.80	\$11,968.80	\$11,415.36
#25	1700 Megalug Harness 30" Dia	Base	ea	1	\$1,793.57	\$1,718.83	\$1,941.72
#26	Bend - 8" 45 Deg,	Base	ea	12	\$2,154.60	\$2,019.84	\$2,154.48
#27	Megalug - 8" w/gaskets and bolts	Base	ea	24	\$1,652.40	\$1,908.72	\$1,832.88
#28	Sleeve - 8" MJ Longsleeve C153	Base	ea	3	\$529.11	\$496.02	\$529.11
#29	DI Pipe 8" Dia (Restrained)	Base	LF	80	\$3,566.40	\$3,190.40	\$2,992.00
Sub Total					\$944,082.98	\$1,079,834.53	\$1,349,551.07

Products for 2018106 Marshall Rd. Transmission Main (These do not need to meet American Iron & Steel Provisions) - only WSDOT/City of Spokane

#1	DI Pipe 12" Dia	Base	LF	826	\$45,033.52	\$37,029.58	\$37,789.50
#2	DI Pipe 12" Dia (Restrained)	Base	LF	780	\$50,551.80	\$48,391.20	\$44,226.00
#3	DI Pipe 30" Dia	Base	LF	4,914.00	\$891,055.62	\$1,008,598.50	\$1,398,327.84
#4	DI Pipe 30" Dia (Restrained)	Base	LF	2,350.00	\$620,306.00	\$736,725.00	\$930,835.00
#5	Tapping Sleeve - 30"x12" steel FL on 12"	Base	EA	2	\$5,152.34	\$5,086.40	\$13,990.94
#6	Bend - 30" 11.25 deg MJxMJ	Base	EA	12	\$27,713.28	\$24,601.44	\$29,521.80
#7	Bend - 30" 22.5 deg MJxMJ	Base	EA	15	\$34,022.10	\$30,201.90	\$36,242.25
#8	Bend - 30" 90 deg MJxMJ	Base	EA	5	\$16,108.70	\$14,300.00	\$17,160.00
#9	Bend - 12" 11.25 deg MJxMJ	Base	EA	4	\$952.16	\$826.84	\$992.20
#10	Bend - 12" 22.5 deg MJxMJ	Base	EA	6	\$1,523.22	\$1,322.76	\$1,587.30
#11	Bend - 12" 45 deg MJxMJ	Base	EA	4	\$1,161.12	\$1,008.32	\$1,210.00
#12	Tee - 12"x12" MJ	Base	EA	1	\$487.67	\$423.50	\$508.20
#13	Gate Valve 12" MJxMJ	Base	EA	3	\$9,029.28	\$9,141.30	\$8,943.69
#14	Gate Valve 12" FLxMJ	Base	EA	1	\$2,898.28	\$2,662.64	\$2,845.69
#15	Megalugs - 30" w/gaskets & bolts	Base	EA	78	\$86,363.16	\$86,542.56	\$94,273.14
#16	Megalugs - 12" w/gaskets & bolts	Base	EA	38	\$4,939.24	\$4,732.90	\$5,478.46
#17	Threaded Tapping Sleeve - 30"x2"	Base	EA	5	\$4,471.90	\$4,628.50	\$5,135.60

#18	O-Ring Tapping Sleeve - 30"x4"	Base	EA	4	\$4,548.36	\$4,706.12	\$5,292.00
#19	1700 Megalug Harness 30"	Base	EA	3	\$5,380.71	\$3,183.24	\$5,825.16
#20	Sleeve - 12" MJxMJ	Base	ea	6	\$1,605.54	\$1,394.28	\$1,673.10
#21	Adapter - 12" FLxMJ	Base	ea	2	\$609.08	\$528.92	\$634.70
#22	Gate Valve - 12" FLxFL	Base	ea	1	\$3,009.76	\$2,764.94	\$2,954.56
#23	Check Valve Wafer Style 12"	Base	ea	2	\$5,781.02	\$6,181.00	\$3,836.32
#24	1700 Megalug Harness 12"	Base	ea	3	\$637.98	\$598.08	\$675.51
#25	DI Plug MJ - 30"	Base	ea	2	\$3,697.80	\$3,282.58	\$4,170.82
#25	DI Plug MJ - 12"	Base	ea	3	\$465.51	\$404.25	\$513.63
#26	Bend - 30" 45 Deg	Base	ea	4	\$10,827.96	\$9,612.16	\$12,213.12
Sub Total					\$1,838,333.11	\$2,048,878.91	\$2,666,856.53
Total Extended					\$2,782,416.09	\$3,128,713.44	\$4,016,407.60



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/30/2022
Clerk's File #	OPR 2022-0896
Renews #	

Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	5300 CDW GOVERNMENT (CDWG) VALUE BLANKET		

Agenda Wording

Approval to purchase technology equipment (hardware and software) from CDWG, without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.

Summary (Background)

The City of Spokane currently utilizes CDW-G for hardware and software purchases for various departments. The City of Spokane IT Department has utilized the WA DES Contract #14922 for its selection of CDW-G. In addition, the following contracts will be used to procure the reasonable pricing; King County Directors' Association (KCD) Agreement #AEPA 018-A; National IPA Technology 2018011-01;GSA Federal Contract #47QTCA18D004K, Schedule 70 and Sourcewell Contract #081419.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ \$120,000.00 plus tax	Budget Account	# VARIOUS ACCOUNTS
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

Dept Head SLOON, MICHAEL

Division Director SLOON, MICHAEL

Finance BUSTOS, KIM

Legal HARRINGTON,

For the Mayor PERKINS, JOHNNIE

Additional Approvals

Purchasing WAHL, CONNIE

Council Notifications

Study Session\Other PIES Committee

Council Sponsor CM Michael Cathcart

Distribution List

Accounting - ywang@spokanecity.org

Contract Accounting - ddaniels@spokanecity.org

Legal - mharrington@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Dan Ferner - dandern@cdw.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Value Blanket term beginning January 1, 2023 through March 7, 2026, requesting \$120,000 plus tax annually.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability (PIES)

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 11/28/2022
Agenda Item Name	2023 CDW Government (CDW-G) Value Blanket
Summary (Background)	The City of Spokane currently utilizes CDW-G for hardware and software purchases for various departments. The City of Spokane Innovation and Technology Services Division has utilized the WA DES Contract #14922 for its selection of CDW-G. In addition, the following contracts will be used to procure the reasonable pricing; King County Directors' Association (KCDA) Agreement #AEPA 018-A; National IPA Technology 2018011-01; GSA Federal Contract #47QTCA18D004K, Schedule 70 and Sourcwell Contract #081419.
Proposed Council Action & Date:	Pass/Approval from Council to purchase technology equipment (hardware & software) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval. Requesting \$120,000 annually, term of value blanket 01/01/2023 – 04/07/2026.
Fiscal Impact: \$120,000 plus applicable sales tax Total Cost: \$ 120,000 annually for next 4 years. Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Various department codes Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts:	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/30/2022
Clerk's File #	OPR 2022-0897
Renews #	

Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	5300 SHI VALUE BLANKET		

Agenda Wording
Approval to purchase software products including professional services, maintenance, & support subscriptions/upgrades from Software House International, w/o bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.

Summary (Background)
Washington State DES currently provides previously negotiated pricing and established contracts with pricing advantages for other government agencies to utilize. The City of Spokane Innovation and Technology Services Division utilizes this opportunity whenever possible. We will utilize Washington State Master Contract No. 14922 and Sourcewell Contract # 081419-SHI with Software House International Corp. for various software purchases.

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

Expense \$ 650,000 plus tax	# Various Accounts
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	SLOON, MICHAEL	Study Session\Other	PIES Committee
Division Director	SLOON, MICHAEL	Council Sponsor	CM Michael Cathcart
Finance	BUSTOS, KIM	Distribution List	
Legal	HARRINGTON,	Accounting - ywang@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	Contract Accounting - ddaniels@spokanecity.org	
Additional Approvals		Legal - mharrington@spokanecity.org	
Purchasing	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		SHI - Teamwashington@shi.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Value Blanket term beginning January 1, 2023 through March 7, 2026, requesting \$650,000 annually plus taxes.

Summary (Background)

Future purchases include and not limited to VMware, Azure, Bluebeam, Autoturn, DocuSign, Microcall, Symantec, Nuance, Mindjet, Tenable, Netmotion, KnowBe4, Microsoft, Smarsh, and other necessary software for which SHI provides best pricing and service.

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

Distribution List

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability (PIES)

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 11/28/2022
Agenda Item Name	Software House International Corp. - SHI Value Blanket
Summary (Background)	Washington State DES currently provides previously negotiated pricing and established contracts with pricing advantages for other government agencies to utilize. The City of Spokane Innovation and Technology Services Division utilizes this opportunity whenever possible. We will utilize Washington State Master Contract No. 14922 and Sourcewell Contract # 081419-SHI with Software House International Corp. for various software purchases.
Proposed Council Action & Date:	Pass/Approval from Council to purchase technology equipment (hardware & software) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval. Requesting \$650,000 annually, term of value blanket 01/01/2023 – 04/07/2026.
Fiscal Impact: \$650,000 plus applicable sales tax Total Cost: \$650,000 annually for next 4 years. Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Various department codes Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts:	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/30/2022
Clerk's File #	OPR 2022-0898
Renews #	
Cross Ref #	OPR 2021-0712
Project #	
Bid #	
Requisition #	

Submitting Dept	STREETS
Contact Name/Phone	CLINT HARRIS 625-7744
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	1100 - STREET DEPARTMENT PERFORATED STEEL TUBES

Agenda Wording

The Street Department is seeking approval to purchase perforated square steel tubing from Traffic Safety Supply Company at a cost not to exceed \$90,000.00

Summary (Background)

This perforated square steel tubing is used for the mounting of City signs during new installations as well as for repairs and replacements of existing infrastructure. Purchases will be made using value blanket pricing.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 90,000.00

Select \$

Select \$

Select \$

Budget Account

1100-21400-42640-53210-99999

#

#

#

Approvals

Dept Head	HARRIS, CLINT E.
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	PICCOLO, MIKE
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PIES 11/28/2022
Council Sponsor	Kinnear

Distribution List

ceharris@spokanecity.org
jwthomas@spokanecity.org
meveland@spokanecity.org
jklapp@spokanecity.org
tprince@spokanecity.org
tbrazington@spokanecity.org
sgerkin@spokanecity.org

Additional Approvals

Purchasing

Committee Agenda Sheet [PIES COMMITTEE]

Submitting Department	Streets
Contact Name & Phone	Clint Harris 509-625-7744
Contact Email	ceharris@spokanecity.org
Council Sponsor(s)	Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 – Street Department Perforated Steel Tubes
Summary (Background)	<p>The Street Department is seeking approval to purchase perforated square steel tubing from Traffic Safety Supply Company at a cost not to exceed \$90,000.00</p> <p>This perforated square steel tubing is used for the mounting of City signs during new installations as well as for repairs and replacements of existing infrastructure. Purchases will be made using value blanket pricing.</p>
Proposed Council Action & Date:	PIES Consent Agenda Approval 11/28/22
Fiscal Impact: Total Cost: <u>90,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <u>N/A</u>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <u>N/A</u>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <u>N/A</u>	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? <u>N/A</u>	

Susan Gerkin

From: Hansen, Jill E. <jehansen@spokanecity.org>
Sent: Friday, November 12, 2021 2:45 PM
To: Harris, Clint E.; Thomas, Jared; Eveland, Marcus; Klapp, Jon; Prince, Thea; Susan Gerkin; Brazington, Todd
Subject: OPR 2021-0712 / Traffic Safety Supply Company / Purchase
Attachments: CLK - OPR - Agenda Contracts - 11-8-2021.pdf

Completed contract/amendment/extension and/or support documents attached.


Thank you,
Jill



Jillann Hansen | City of Spokane | Clerk III - City Clerk's Office
808 W. Spokane Falls Blvd. Spokane, WA 99201
509-625-6353 | fax 509.625.6217 | jehansen@spokanecity.org

ADVISORY: Please be advised the City of Spokane is required to comply with the Public Records Act Chapter 42.56 RCW. This act establishes a strong state mandate in favor of disclosure of public records. As such, the information you submit to the City via email, including personal information, may ultimately be subject to disclosure as a public record.

(Supporting Document)

	Agenda Sheet for City Council Meeting of: 11/08/2021		Date Rec'd	10/27/2021	
			Clerk's File #	OPR 2021-0712	
			Renews #		
Submitting Dept	STREETS		Cross Ref #		
Contact Name/Phone	CLINT HARRIS	625-7744	Project #		
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		Bid #		
Agenda Item Type	Purchase w/o Contract		Requisition #		
Agenda Item Name	1100-STREET DEPARTMENT PERFORATED STEEL TUBES				
Agenda Wording The Street Department is seeking approval to purchase perforated square steel tubing from Traffic Safety Supply Company at a cost not to exceed \$90,000.00					
Summary (Background) This perforated square steel tubing is used for the mounting of City signs during new installations as well as for repairs and replacements of existing infrastructure. Purchases will be made using value blanket pricing.					
Lease?	NO	Grant related?	NO	Public Works?	YES
Fiscal Impact			Budget Account		
Expense	\$ 90,000.00			#	1100-21400-42640-53210-99999
Select	\$			#	
Select	\$			#	
Select	\$			#	
Approvals			Council Notifications		
Dept Head	HARRIS, CLINT E.		Study Session\Other	PIES 10/25/2021	
Division Director	FEIST, MARLENE		Council Sponsor	Cp Beggs	
Finance	ORLOB, KIMBERLY		Distribution List		
Legal	ODLE, MARI		ceharris@spokanecity.org		
For the Mayor	ORMSBY, MICHAEL		jwthomas@spokanecity.org		
Additional Approvals			meveland@spokanecity.org		
Purchasing			jklapp@spokanecity.org		
			tprince@spokanecity.org		
			sgerkin@tssco.com		
			tbrazington@spokanecity.org		

Approved by Spokane City Council on: 11/08/2021

Terri Pfister
Terri Pfister (Nov 9, 2021 13:21 PST)

City Clerk

Briefing Paper (PIES)

Division & Department:	Street
Subject:	Perforated Square Steel Tubes for Street Dept
Date:	10/4/2021
Contact (email & phone):	Clint Harris (ceharris@spokanecity.org / 509-625-7744)
City Council Sponsor:	CP Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Continuing ability to meet signage needs impacting city roadways
Background/History: Perforated square steel tubing is used for the mounting of City signs during new sign installations as well as for repairs and replacements of existing infrastructure	
Executive Summary:	
<p><i>Impact</i></p> <ul style="list-style-type: none"> • The total cost to the city is not to exceed \$90,000.00 <p><i>Action</i></p> <ul style="list-style-type: none"> • Approval of the renewal of this value blanket contract <p><i>Funding</i></p> <ul style="list-style-type: none"> • Funding for this is included in the 2021/2022 Street Budget (Signs and Markers) 	
Budget Impact:	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



Traffic Safety Supply
 2324 SE Umatilla Street
 Portland, OR 97202
 Phone: (503) 235-8531
 Fax: (503) 235-5112

CSR: Susan Gerkin

SALES QUOTE

Quote Number	Date	Customer Number
SQN00034247	09-23-21	C000996
Quote valid for 30 days.		

Bill To:

City of Spokane
 W 808 Spokane Falls Blvd
 Del Hours: 7-2:30
 Spokane, WA 99201

Ship To:

City of Spokane
 901 N Nelson St
 Del Hours: 7-2:30
 Spokane, WA 99202

Contact Name: Marcus Eveland
 Phone Number: (509) 232-8803

Project: City of Spokane SQ Post Contract

Freight Terms: Prepaid

Product	Description	Quantity	Price	Extended Price
DP00296	POST, PERFORATED SQUARE TUBE, 2" 12GA 9FT	200.00 EA	\$46.30	\$9,260.00
DP00297	POST, PERFORATED SQUARE TUBE, 2" 12GA 10FT	200.00 EA	\$52.35	\$10,470.00
DP00298	POST, PERFORATED SQUARE TUBE, 2" 12GA 11FT	200.00 EA	\$57.50	\$11,500.00
DP00299	POST, PERFORATED SQUARE TUBE, 2" 12GA 12FT	200.00 EA	\$62.65	\$12,530.00
DP00321	POST, PERFORATED SQUARE TUBE, 1.75" 14GA 12FT	200.00 EA	\$46.95	\$9,390.00



Traffic Safety Supply
2324 SE Umatilla Street
Portland, OR 97202
Phone: (503) 235-8531
Fax: (503) 235-5112

CSR: Susan Gerkin

SALES QUOTE

Quote Number	Date	Customer Number
SQN00034247	09-23-21	C000996
Quote valid for 30 days.		

Total Before Tax	\$53,150.00
Tax	\$4,783.50
Order Total	\$57,933.50

DATE ISSUED: July 07, 2020



CITY OF SPOKANE
PURCHASING
 808 W. SPOKANE FALLS BLVD
 SPOKANE, WA 99201-3316
 TELEPHONE (509) 625-6400
 FAX (509) 625-6413

Purchase Order Number
VB-301047-001

This number must appear on all invoices, papers and shipments

Vendor: TRAFFIC SAFETY SUPPLY INC
 2324 SE UMATILLA ST
 PORTLAND OR 97202

Ship To: STREET DEPARTMENT - S & M
 CITY OF SPOKANE
 901 N. NELSON STREET
 SPOKANE WA 99202-3769

BUYER	BUYER PHONE #	TERMS	F.O.B.	DELIVERY DATE	
THEA PRINCE	509-625-6403	NET 30 DAYS	DESTINATION	--	
Quantity	U/M	Part Number/ Description		Unit Price	Total
		PER SPECIFICATIONS CALLED OUT IN QUOTE #781-19 APPROVED BY CITY COUNCIL ON 4/29/19 (OPR 2019-0312). FIRST RENEWAL APPROVED BY CITY COUNCIL ON 6/29/20 (OPR 2019-0312)			
		ITEMS WILL BE ORDERED ON AN "AS NEEDED" BASIS BY THE DEPARTMENT.			
		PRICING IS ATTACHED.			
		THIS VB EXPIRES 7/1/21 AND HAS THREE (3) ONE-YEAR OPTIONAL RENEWALS AVAILABLE			
ORDER TO INCLUDE "MATERIAL SAFETY DATA SHEETS" IF REQUIRED				Total	60,000.00

AUTHORIZED SIGNATURE

STANDARD TERMS & CONDITIONS

- TAXES:** Unless otherwise indicated, the City agrees to pay all State of Washington sales taxes or use taxes. The City is exempt from federal excise taxes. Business, occupational and personal property taxes are the sole responsibility of the Seller.
- CHANGES:**
 - No alteration in any of the terms, conditions, delivery, price, quantity or specifications of items ordered will be effective without the written consent of the Accounting Director or above-named buyer.
 - In no event will the City agree to any disclaimer of warranties.
 - Any response to the City's order which does not contain the words "counteroffer and not acceptance" prominently will be treated as an acceptance of this purchase order on its terms.
- FREIGHT TERMS:**
 - Unless otherwise specified, all items are to be shipped prepaid F.O.B. Destination.
 - Packing lists shall be enclosed in every box or package.
 - Regardless of F.O.B. point, Seller agrees to bear all risk of loss, injury or destruction of items ordered while in transit.
- ORDERING POLICY:**
 - Items shall not be shipped to the City unless a purchase order is received or an authorized purchase order number is given over the phone.
 - Items received without an authorized purchase order number will be returned to the Seller at the Seller's expense.






OPR 2021-0712 - 11-8-2021 - PURCHASE - TRAFFIC SAFETY SUPPLY COMPANY - SPONSOR BEGGS

Final Audit Report

2021-11-09

Created:	2021-11-09
By:	Jillann Hansen (jehansen@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAccJNOEXe9SsQEmArhboTTUEUsSB1iLPo

"OPR 2021-0712 - 11-8-2021 - PURCHASE - TRAFFIC SAFETY SUPPLY COMPANY - SPONSOR BEGGS" History

-  Document created by Jillann Hansen (jehansen@spokanecity.org)
2021-11-09 - 7:48:30 PM GMT- IP address: 198.1.39.252
-  Document emailed to Terri Pfister (tpfister@spokanecity.org) for signature
2021-11-09 - 7:54:08 PM GMT
-  Email viewed by Terri Pfister (tpfister@spokanecity.org)
2021-11-09 - 9:20:54 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Terri Pfister (tpfister@spokanecity.org)
Signature Date: 2021-11-09 - 9:21:07 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.
2021-11-09 - 9:21:07 PM GMT



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/30/2022
Clerk's File #	OPR 2022-0899
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	STREETS
Contact Name/Phone	CLINT HARRIS 625-7744
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	1100 – STREET DEPARTMENT ROAD SALT

Agenda Wording

The Street Department is seeking approval for the to purchase Road Salt at a cost not to exceed \$140,000 using State Contract pricing from State Contract 11021.

Summary (Background)

This material is used by the street department during the winter months to aid in snow and ice removal. It is primarily mixed with sand and used on sanding routes. Salt Distributors Inc. is the supplier.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 140,000.00

Select \$

Select \$

Select \$

Budget Account

1100-21800-42660-53210-99999

#

#

#

Approvals

Dept Head	HARRIS, CLINT E.
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	PICCOLO, MIKE
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PIES 11/28/2022
Council Sponsor	Kinnear

Distribution List

ceharris@spokanecity.org
jwthomas@spokanecity.org
jdykes@spokanecity.org
jklapp@spokanecity.org
tbrazington@spokanecity.org
tprince@spokanecity.org
sales@saltdistributorsinc.com

Additional Approvals

Purchasing

Committee Agenda Sheet [PIES COMMITTEE]

Submitting Department	Streets
Contact Name & Phone	Clint Harris 509-625-7744
Contact Email	ceharris@spokanecity.org
Council Sponsor(s)	Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 – Street Department Road Salt
Summary (Background)	<p>The Street Department is seeking approval for the to purchase Road Salt at a cost not to exceed \$140,000 using State Contract pricing from State Contract 11021.</p> <p>This material is used by the street department during the winter months to aid in snow and ice removal. It is primarily mixed with sand and used on sanding routes. Salt Distributors Inc. is the supplier.</p> <p>This is a re-submission following an October PIES item that was presented with incorrect contract information.</p>
Proposed Council Action & Date:	PIES Consent Agenda Approval 11/28/22
Fiscal Impact: Total Cost: <u>140,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <u>N/A</u>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <u>N/A</u>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <u>N/A</u>	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? <u>N/A</u>	



Agenda Sheet for City Council Meeting of:

12/12/2022

Date Rec'd	11/29/2022
Clerk's File #	OPR 2022-0007
Renews #	
Cross Ref #	
Project #	
Bid #	RFQ 5541-21
Requisition #	VALUE BLANKET

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

Agenda Wording

Value blanket renewal 1 of 4 with Cabot Norit Activated Carbon (Marshall, TX) for the purchase of activated carbon for the WTE from Jan 1, 2023 - Dec 31, 2023 with an annual cost not to exceed \$105,000,.00 excluding tax.

Summary (Background)

Activated carbon is required in the operation of the WTE Facility to comply with its Title V Air Operating Permit. On Nov 16, 2021 bidding closed on RFQ 5541-21 to procure the needed carbon for the WTE. Cabot Norit was the low cost bidder of the two responses received and awarded a one-year value blanket with the possibility of four (4) one-year renewals. This will be the first renewal and rates will be increased from \$1.14/lb to \$1.19/lb.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 105,000,00.00

Select \$

Select \$

Select \$

Budget Account

4490-44100-37148-53203

#

#

#

Approvals

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

Council Notifications

Study Session\Other	PIES 11/28/22
Council Sponsor	CM Kinnear

Distribution List

mdorgan@spokanecity.org
jsalstrom@spokanecity.org
tprince@spokanecity.org
rrinderle@spokanecity.org

Additional Approvals

Purchasing	PRINCE, THEA
-------------------	--------------

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Value blanket renewal for the purchase of activated carbon at the WTE.
Summary (Background)	<p>Activated Carbon is required in the operation of the WTE Facility. The Air Operating Permit for the WTE Facility requires that the pollution control equipment reduces mercury, dioxins and furans that could potentially be released into the atmosphere. Activated Carbon injected into the flue gas aids in this reduction and is required to maintain compliance with Title V of the Air Operating Permit. On November 16, 2021 bidding closed on RFQ 5541-21 to procure activated carbon for use in the WTE facility. Two bids were received and Cabot Norit Activated Carbon of Marshall, TX, was selected as the lowest cost bidder.</p> <p>The initial term of the value blanket was for one (1) year with the possibility of four (4) one-year renewals; from January 1, 2022 through December 31, 2022 with a cost not to exceed \$100,000.00 including tax. This will be the first of the allowed renewals, from January 1, 2023 through December 31, 2023 with an anticipated cost not to exceed \$105,000.00 excluding tax. Pricing for this term will increase from \$1.14/lb to \$1.19/lb.</p>
Proposed Council Action & Date:	Consent to proceed with value blanket renewal on 11/28/2022.
Fiscal Impact: Total Cost: <u>\$105,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

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

This need is part of the typical support requirement for the safe and effective Operation and Maintenance of the COS WTE. This cost is captured in our annual budget. This support efforts related to our CIP and the SAP.



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/29/2022
Clerk's File #	OPR 2020-0786
Renews #	
Cross Ref #	
Project #	
Bid #	RFQ 5426-20
Requisition #	VALUE BLANKET

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

Agenda Wording
Value blanket renewal 1 of 4 with National Filter Media (Olive Branch, MS) for the purchase of fabric filter bags for the WTE from Jan 1, 2023 - Dec 31, 2023 with a cost not to exceed \$150,000.00 including tax and delivery.

Summary (Background)
The WTE uses fabric filter bags to remove fine particulate from the air prior to discharge from the facility. They require replacement every 4-5 years or as they become worn. On Sep 30, 2020, bidding closed on RFQ 5426-20 for the purchase of these bags and National Filter Media was the low-cost bidder of the two responses received. The initial value blanket award was for two years with the option of three additional one-year renewals. This will be the first renewal.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 150,000.00	# 4490-44100-37148-53210-34002
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	AVERYT, CHRIS	Study Session\Other	PIES 11/28/22
Division Director	FEIST, MARLENE	Council Sponsor	CM Kinnear
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	HARRINGTON, MARGARET	mdorgan@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	jsalstrom@spokanecity.org	
Additional Approvals		tprince@spokanecity.org	
Purchasing	PRINCE, THEA	rrinderle@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Value blanket renewal for the purchase of bag house fabric filter bags for the WTE.
Summary (Background)	<p>The Waste to Energy Facility utilizes fabric filter bags to remove fine particulate from the air before discharge from the facility. These bags must be replaced every 4-5 years or as they become worn. If damaged or worn bags are not replaced periodically, the facility runs the risk of violating its Air Operating Permit, which could result in excessive fines.</p> <p>On September 30, 2020, bidding closed on RFQ 5246-20 for the as-needed annual requirement of tapered fabric filter bags. Two responses were received from National Filter Media (Olive Branch, MS) and BHA Altair, LLC (Overland Park, KS). National Filter Media was the low cost, responsive and responsible bidder. The initial value blanket award was for a two-year period, beginning January 1, 2021 through December 31, 2022, with the option of three (3) one-year renewals. This will be the first of those renewals from January 1, 2023 through December 31, 2023 with a cost not to exceed \$150,000.00, including tax and delivery.</p>
Proposed Council Action & Date:	Consent to proceed with value blanket renewal on 11/28/2022.
Fiscal Impact: Total Cost: <u>\$150,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

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

This need is part of the typical support requirement for the safe and effective Operation and Maintenance of the COS WTE. This cost is captured in our annual budget. This support efforts related to our CIP and the SAP.



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/29/2022
Clerk's File #	OPR 2022-0900
Renews #	
Cross Ref #	
Project #	
Bid #	RFQ 5760-22
Requisition #	VALUE BLANKET

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

Agenda Wording

Value blanket with Dykman (Spokane Valley, WA) for the as-needed purchase of variable frequency drives (VFD's) for the WTE from Dec 15, 2022 - Dec 14, 2023 with an annual cost not to exceed \$70,100.00 plus tax.

Summary (Background)

The VFD's will support replacement efforts for the boiler induction draft fans, as well as the primary and secondary air fans. On Oct 27, 2022 bidding closed on RFQ 5760-22 for the as-needed purchase of these VFD's and of the three responses received, Dykman was selected as the lowest cost bidder. The initial value blanket award would be for one year with the possibility of four (4) one-year renewals.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 70,100.00
Select	\$
Select	\$
Select	\$

Budget Account

4490-44100-37148-53210-34002
#
#
#

Approvals

Dept Head	AVERYT, CHRIS
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON, MARGARET
For the Mayor	PERKINS, JOHNNIE
Additional Approvals	
Purchasing	PRINCE, THEA

Council Notifications

Study Session\Other	PIES 11/28/22
Council Sponsor	CM Kinnear
Distribution List	mdorgan@spokanecity.org
	jsalstrom@spokanecity.org
	tprince@spokanecity.org
	rrinderle@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Value blanket for the purchase of variable frequency drives (VFD) for the WTE.
Summary (Background)	<p>These drives will support replacement efforts for the Boiler Induction Draft Fans, Primary and Secondary Air Fans.</p> <p>On October 27, 2022 bidding closed on RFQ 5760-22 for the as-needed purchase of these variable frequency drives. Three responses were received; Dykman (Spokane Valley, WA), Maktoum Supplier (QC, Canada) and Pro-Line Procurement Services LLC. (Jacksonville, FL). Dykman was selected as the low cost bidder. The initial value blanket award will be for one year with the possibility of four (4) additional one-year renewals. The term will be from December 15, 2022 through December 14, 2023 with an annual cost not to exceed \$70,100.00 plus tax.</p>
Proposed Council Action & Date:	Consent to proceed with value blanket award on 11/28/22.
Fiscal Impact: Total Cost: <u>\$70,100.00 plus tax</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

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

This need is part of the typical support requirement for the safe and effective Operation and Maintenance of the COS WTE. This cost is captured in our annual budget. This support efforts related to our CIP and the SAP.



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/29/2022
Clerk's File #	OPR 2022-0901
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	ITB 5754-22
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4490 VALUE BLANKET FOR THE PURCHASE OF SUPERHEATER TUBE PANELS		

Agenda Wording

Value blanket with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA), for the purchase of superheater tube panels from Dec 15, 2022 - Dec 14, 2023 with a total cost of \$1,663,596.15 incl. tax and delivery.

Summary (Background)

The superheater section of a boiler increases the temperature of steam and dries it out; increasing the energy realized in the turbine generator. High temps and corrosion cause wear on the boiler tubes, requiring periodic replacement. This is currently scheduled in the capital plan in 2023 and 2025. Helfrich Brothers Boiler Works, Inc. was the low-cost bidder of the two responses for ITB 5754-22 for a one-year value blanket award with the option of four (4) one-year renewals.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 1,663,596.15

Select \$

Select \$

Select \$

Budget Account

4490-44900-37145-54803-34002

#

#

#

Approvals

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

Council Notifications

Study Session\Other	PIES 11/28/22
Council Sponsor	CM Kinnear

Distribution List

mdorgan@spokanecity.org
jsalstrom@spokanecity.org
tprince@spokanecity.org
rrinderle@spokanecity.org

Additional Approvals

Purchasing	PRINCE, THEA
-------------------	--------------

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Value blanket for the purchase of superheater tubes at the WTE
Summary (Background)	<p>The superheater section of a boiler increases the temperature of the steam and dries it out; increasing the amount of energy realized in the turbine generator. High temperatures, corrosion, and erosion in the boiler causes wear on the boiler tubes, requiring periodic replacement. This periodic replacement is currently scheduled in the six year capital plan for the secondary superheater replacement in 2023 and the primary superheater replacement in 2025.</p> <p>On October 24, 2022, bidding closed on ITB 5754-22 for the fabrication of these superheater tube panels. There were two responses to the bid, of which Helfrich Brothers Boiler Works, Inc., of Lawrence, MA was the lowest cost responsible bidder.</p> <p>This will be a one-year value blanket, with the possibility of four (4) additional one-year renewals for the off-site fabrication of these tubes with delivery required on or before October 30, 2023. The installation of these tubes will be bid out separately. The total cost of the value blanket will be \$1,663,596.15, including tax and delivery and will span from Dec. 15, 2022 through Dec. 14, 2023.</p>
Proposed Council Action & Date:	Consent to proceed with VB award on 11/28/22.
Fiscal Impact: Total Cost: <u>\$1,663,596.15</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

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

This need is part of the typical support requirement for the safe and effective Operation and Maintenance of the COS WTE. This cost is captured in our annual budget. This support efforts related to our CIP and the SAP.



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/29/2022
Clerk's File #	OPR 2021-0786
Renews #	
Cross Ref #	
Project #	
Bid #	IRFP 5525-21
Requisition #	CR 24208

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 OFFSITE REBUILD OF HYDRAULIC/PNEUMATIC CYLINDERS

Agenda Wording
Contract renewal 1 of 4 with Hydrotech Generator Repair Plus, Inc., dba Hydraulics Plus (Spokane Valley, WA), for the off-site rebuild of hydraulic and pneumatic cylinders from Jan 1, 2023 - Dec 31, 2023 and a cost not to exceed \$100,000.00 incl. tax

Summary (Background)
The WTE uses various hydraulic and pneumatic cylinders throughout the facility. Rebuilding these cylinders with OEM parts extends their life and is more cost effective than purchasing all new cylinders. On Oct 18, 2021, bidding closed on IRFP 5525-21 for the off-site rebuild of these cylinders and Hydraulics Plus was the only respondent. The resulting contract was for one year, with the option of four (4) one-year renewals. This will be the first of those renewals. Rates will remain the same.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense \$ 100,000.00		# 4490-44100-37148-54803-34002
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	AVERYT, CHRIS	Study Session\Other	PIES 10/24/22
Division Director	FEIST, MARLENE	Council Sponsor	CM Kinnear
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	HARRINGTON, MARGARET	mdorgan@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	jsalstrom@spokanecity.org	
Additional Approvals		tprince@spokanecity.org	
Purchasing	PRINCE, THEA	rrinderle@spokanecity.org	
		DocuSign: Loretta Roberts, President, lroberts@hydraulicsplusinc.com	

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Contract renewal for offsite rebuild of hydraulic and pneumatic cylinders for the WTE.
Summary (Background)	<p>The WTE uses various hydraulic and pneumatic cylinders throughout the facility. Rebuilding these cylinders with OEM parts extends their life and is more cost effective than purchasing all new cylinders.</p> <p>On Oct. 18, 2021, bidding closed on IRFP 5525-21 for the off site rebuild of hydraulic and pneumatic cylinders using OEM parts and Hydrotech Generator Repair Plus, Inc., dba Hydraulics Plus, of Spokane Valley, WA, was the only response received. The initial contract award was for one year, spanning from Jan. 1, 2022 to Dec. 31, 2022, with the option of four (4) additional one-year renewals. This will be the first renewal and will span from Jan. 1, 2023 through Dec. 31, 2023 with a total annual cost not to exceed \$100,000.00 including taxes. Rates are to remain unchanged.</p>
Proposed Council Action & Date:	Consent to proceed on 10/24/22
Fiscal Impact: Total Cost: <u>\$100,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

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

This service supports the safe, effective, and efficient operation of the COS WTE. Maintaining the numerous cylinders and air actuators throughout the WTE Facility in optimum conditions support the intent of the SAP.



City of Spokane

**CONTRACT RENEWAL
1 of 4**

Title: **OFF SITE REBUILD OF HYDRAULIC
AND PNEUMATIC CYLINDERS**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HYDROTECH GENERATOR REPAIR PLUS, INC. dba HYDRAULICS PLUS, INC.**, whose address is 5507 East Broadway Avenue, Spokane, Washington 99212, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Off Site Rebuild Of Hydraulic and Pneumatic Cylinders with OEM Parts Only, and

WHEREAS, the initial contract provided for four (4) additional one (1) year renewals, with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.

The Contract dated December 9, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on January 1, 2023 and shall end on December 31, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, plus applicable tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

4. 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.

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

HYDROTECH GENERATOR REPAIR PLUS, INC. dba HYDRAULICS PLUS, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A - Certificate of Debarment

22-199

ATTACHMENT A

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

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

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/29/2022
Clerk's File #	OPR 2019-0983
Renews #	
Cross Ref #	
Project #	
Bid #	IRFP 5152-19
Requisition #	CR 24210

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 ANALYTICAL TESTING SERVICES AT THE WTE

Agenda Wording

Contract renewal 3 of 4 for analytical testing services at the WTE with Eurofins Environment Testing, LLC. (Spokane Valley, WA) from Nov 1, 2022-Oct 31, 2023 with an annual cost not to exceed \$35,000.00 incl. tax.

Summary (Background)

The WTE's environmental permits require routine testing of ash and residues remaining after combustion. Waste generated during operations, soil and storm water also require hazardous waste determinations. The initial contract for these services was awarded to Test America (later assigned to Eurofins) for one year with the possibility of four (4) one year renewals based on their response to IRFP 5152-19. Due to the lifetime contract value of \$161,000.00, council approval is needed.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 35,000.00
Select	\$
Select	\$
Select	\$

Budget Account

#	4490-44100-37148-54101
#	
#	
#	

Approvals

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

Council Notifications

Study Session\Other	PIES 11/28/22
Council Sponsor	CM Kinnear
Distribution List	mdorgan@spokanecity.org
	jsalstrom@spokanecity.org
	tprince@spokanecity.org
Purchasing	rrinderle@spokanecity.org
	DocuSigner: Randee Arrington, Lab Manager, Randee.Arrington@erofinset.com

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Contract renewal for analytical testing services at the WTE
Summary (Background)	<p>The Waste to Energy Facility's environmental permits and regulations require routine testing of ash and residues remaining after the combustion process. Also, waste generated through facility operations, as well as soil and water from the facility's storm water swales requires designation.</p> <p>On Sep. 13, 2019, bidding closed on IRFP 5152-19 for analytical testing services for ash, hazardous waste determinations and storm/swale water and soil testing. Test America was the winning bidder and awarded a one-year contract with the possibility of four (4) additional one-year renewals and an annual cost not to exceed \$39,000.00 including tax. In 2022, the contract was assigned to Eurofins Environment Testing Northwest, LLC. due to a change of ownership.</p> <p>This will be renewal #3 of 4 for analytical testing services and will run from November 1, 2022 through October 31, 2023 with an annual cost not to exceed \$35,000.00 including taxes. Due to the lifetime value of the contract, which is now \$161,000.00, this contract will require City Council approval.</p>
Proposed Council Action & Date:	Consent to proceed with contract renewal on 11/28/22.
Fiscal Impact: Total Cost: <u>\$35,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

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

This need is part of the typical support requirement for the safe and effective Operation and Maintenance of the COS WTE. This cost is captured in our annual budget. This support efforts related to our CIP and the SAP.



City of Spokane
CONTRACT RENEWAL #3 of 4
Title: Analytical Test Service IRFP 5152-19

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **TestAmerica Laboratories, Inc., d/b/a Eurofins TestAmerica**, whose address is 11922 East 1st Avenue, Spokane Valley, Washington 99206 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to perform Analytical Test Service for Ash, Hazardous Waste Determinations, and Storm Water Swale Water per IRFP 5152-19; and

WHEREAS, the original Contract allows for annual renewals wherein this is the third of four, therefore this Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated November 1, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on November 1, 2022 and shall end October 31, 2023.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **THIRTY-FIVE THOUSAND AND 00/100 (\$35,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The 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.

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

**TESTAMERICA LABORATORIES, INC.
d/b/a EUROFINS TESTAMERICA**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment

ATTACHMENT A

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

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

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/29/2022
Clerk's File #	OPR 2019-1093
Renews #	
Cross Ref #	
Project #	
Bid #	RFP 5176-19
Requisition #	REVENUE

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 METAL RECYCLING AT THE WTE

Agenda Wording

Revenue contract renewal/amendment 3 of 4 with American Recycling Corp. (Spokane Valley, WA), for the sale of the WTE's metals and scrap metals from Jan 1, 2023 - Dec 31, 2023 with an anticipated revenue of approximately \$300,000.00.

Summary (Background)

At the WTE, ferrous metals and large metal items are removed from the ash and tipping floor prior to disposal at the landfill for recycling. American Recycling Corp. was the only respondent to RFP 5176-19 for the purchase of these metals and awarded a one year contract with the option of four (4) one-year renewals. This will be the third renewal and will also be amended to include a 30% ash weight deduction and an increase in the deduction amount used for the purchase price calculation.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue	\$ 300,000.00
Select	\$
Select	\$
Select	\$

Budget Account

#	4490-44110-37079-36911
#	
#	
#	

Approvals

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

Council Notifications

Study Session\Other	PIES 11/28/22
Council Sponsor	CM Kinnear
Distribution List	mdorgan@spokanecity.org
	jsalstrom@spokanecity.org
	tprince@spokanecity.org
Purchasing	rrinderle@spokanecity.org
	DocuSign: Jake VanderZanden, General Manager, jake@arecycling.com

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Contract renewal for metals recycling at the WTE
Summary (Background)	<p>At the Waste to Energy Facility, ferrous metals are removed from the ash for recycling prior to disposing of the ash at the landfill. Also, large metal items are removed from the waste on the tipping floor for recycling prior to incineration. This not only reduces disposal costs, but also generates revenue and increases recycling rates within the city.</p> <p>On November 4, 2019 bidding was closed to RFP 5176-19 for the processing, transportation and purchase of the WTEF metals. American Recycling Corporation of Spokane Valley, WA, was the only response received. The RFP stipulated that the term of the agreement would be for one year from January 1, 2020 through December 31, 2020 and may be renewed for four (4) additional one-year periods. This will be the third renewal from January 1, 2023 through December 31, 2023. The revenue received for the materials is determined by a formula based on market prices on the 15th of the previous month. This contract renewal will also be amended to include a 30% ash weight deduction per incinerator load and a deduction price increase of \$85/ton, up from \$65/ton, on incinerator scrap, for use in the Buy Price Quote. Based on recent market trends, it is anticipated that this should generate approximately \$300,000.00 in annual revenue.</p>
Proposed Council Action & Date:	Consent to proceed with contract renewal on 11/28/22.
Fiscal Impact: Total Cost: <u>\$300,000.00</u> Revenue Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)Revenue generatingh	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

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

This need is part of the typical support requirement for the safe and effective Operation and Maintenance of the COS WTE. This cost is captured in our annual budget. This support efforts related to our CIP and the SAP.



City of Spokane
**CONTRACT AMENDMENT AND
RENEWAL 3 of 4**
**Title: PROCESS, TRANSPORT AND
PURCHASE WTEF METALS**

This Contract Amendment/Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **AMERICAN RECYCLING CORPORATION**, whose address is 6203 East Mission Avenue, Spokane Valley, Washington 99212, as "Company", individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein City agreed to provide Company POST COMBUSTIBLE RECOVERED METALS, RECOVERED METALS FROM THE TIPPING FLOOR AND RECOVERED METALS FROM THE RECYCLING AREA OF THE CITY'S WASTE TO ENERGY FACILITY (WTEF), WHICH INCLUDES THE COMPANY'S PROCESS, TRANSPORT AND PURCHASE OF WTEF FERROUS METALS; and

WHEREAS, the original Contract provided for four (4) one (1) year renewals with this being the third of those renewals; and a change to the original contract has been requested; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated December 27, 2019 and December 30, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on January 1, 2023 and shall run through December 31, 2023.

3. AMENDMENT.

This original Contract is hereby amended as follows:

American Recycling will take a 30% ash weight deduction per incinerator load, a deduction price of \$85.00 per ton on incinerator scrap and a deduction price of \$65.00 per ton of mixed tin for use in the calculation of the Buy Price Quote.

4. COMPENSATION.

The Company shall pay City for all recyclable metals picked up at WTEF and delivered to the Company's yard. The City estimates revenue of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)** from the Company for the RECOVERED METALS provided for under this Renewal Agreement. There will be no costs to the City for Company's performance of the services related to this Renewal Agreement. The Company shall pay for all its employees and all costs incurred in the performance of this Renewal Agreement.

5. 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.

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

AMERICAN RECYCLING CORPORATION

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

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

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

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

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

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



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/29/2022
Clerk's File #	OPR 2018-0687
Renews #	
Cross Ref #	
Project #	
Bid #	WTE 18-023
Requisition #	CR 24209

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 WATER STORAGE TANK RENTALS AT THE WTE

Agenda Wording
 Contract amendment with cost for tank rentals with United Rentals (Stamford, CT) from Aug 1, 2022 - Jul 31 2023. An additional \$80,000.00 is needed above the original contract amount of \$20,000.00 for a total cost of \$100,000.00 incl. tax.

Summary (Background)
 Water storage tanks provide supplemental wastewater storage during times of need when the WTE's sump system cannot handle the excess water generated during boiler cleaning and maintenance events. Due to increased maintenance needs during the 2022 fall outage and the upcoming 2023 spring outage, as well as increased fuel costs for delivery, additional funds are requested.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 80,000.00	# 4490-44100-37148-54501-34002
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	AVERYT, CHRIS	Study Session\Other	PIES 11/28/22
Division Director	FEIST, MARLENE	Council Sponsor	CM Kinnear
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	HARRINGTON, MARGARET	mdorgan@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	jsalstrom@spokanecity.org	
Additional Approvals		tprince@spokanecity.org	
Purchasing	PRINCE, THEA	rrinderle@spokanecity.org	
		DocuSign: Breanna Jones, Branch Manager, bjones6@ur.com	

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Contract amendment with cost for tank rentals at the WTE
Summary (Background)	<p>Water storage tanks provide supplemental wastewater storage during times of need when the Facility's sump system cannot handle the excess wastewater generated during boiler cleaning and maintenance events or other upset conditions. Wastewater sent to the tanks is then systematically re-introduced to the process to dispose of it. The tanks are left on site year-round but we are only charged for them when they are in use. The Facility notifies the vendor when the tanks are in use and when they are not.</p> <p>In June of 2018, IRFP WTE 18-023 was issued for delivery and use of these 20,000-gallon tanks. Baker Corp (Everett, WA) was the only responsive bidder was awarded a three-year contract from August of 2018 through July of 2021 with an option of two (2) one year renewals and an estimated annual spend of approximately \$20,000.00. Later in 2018 Baker Corp merged with United Rentals (Stamford, CT) and a contract assignment was executed.</p> <p>The current contract, which is the second of the two allowed renewals spans from Aug. 1, 2022 through Jul. 31, 2023 and has an annual amount not to exceed \$20,000.00. Due to increased needs for the 2022 fall outage and the spring 2023 outage, as well as increased fuel costs for delivery, an additional \$80,000.00 will need added to the contract.</p>
Proposed Council Action & Date:	Consent to proceed with contract amendment on 11/28/22.
Fiscal Impact: Total Cost: <u>\$80,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2022/2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

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

This need is part of the typical support requirement for the safe and effective Operation and Maintenance of the COS WTE. This cost is captured in our annual budget. This support efforts related to our CIP and the SAP.



City of Spokane
CONTRACT AMENDMENT
Title: **Delivery and Use of Containment Tanks**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **United Rentals, (North America) Inc.**, whose address is 100 First Stamford Place, Suite 700, Stamford, Connecticut 06902 as ("**Company**"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the **Company** agreed to provide delivery and use of 20,000 Gallon Fixed Axle, Vapor Tight Lines, Smooth Wall, Containment Tanks at the Waste to Energy Facility for the City; and*

WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated October 22, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on August 1, 2022 and shall end July 31, 2023.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include the following:

Additional funds are needed due to increased transportation costs and additional tank needs at the Waste to Energy Facility.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00)** 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.

UNITED RENTALS, (NORTH AMERICA) INC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

U2022-083a



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/28/2022
Clerk's File #	OPR 2022-0499
Renews #	
Cross Ref #	
Project #	
Bid #	SOURCEWELL #060920-PMC
Requisition #	20117 & 20118

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - UPDATE OPR FOR PURCHASE OF SWC ROLL OFF TRUCK

Agenda Wording
Fleet Services is seeking approval to purchase this vehicle from Western Peterbilt using Sourcewell Contract #060920-PMC in the amount of \$433,549.12 including sales tax.

Summary (Background)
Fleet Services received pre-approval to purchase a Peterbilt 520 Chain & Hook Roll Off for the Solid Waste Collections Department on July 11, 2022 (OPR 2022-0499). Since that pre-approval was obtained the price has increased and the current quote is for \$433,549.12 which is \$93,549.12 more than the amount the pre-approval was for.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 433,549.12	# 4500-45100-94000-56404
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	GIDDINGS, RICHARD	Study Session\Other	F&A 11/21/22
Division Director	WALLACE, TONYA	Council Sponsor	CM Stratton
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	HARRINGTON, MARGARET	tprince@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing	PRINCE, THEA		

Committee Agenda Sheet

Finance and Administration Committee

Submitting Department	Fleet Services
Contact Name & Phone	Rick Giddings 509-625-7706
Contact Email	rgiddings@spokanecity.org
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	5100-Update OPR for Purchase of SWC Roll Off Truck
Summary (Background)	<p>In June, Fleet Services received pre-purchase authorization for one Roll Off Container Truck for Solid Waste Collections in the amount of \$340,000. (OPR 2022-0499) This cost was based on vendor estimates and previous purchase information since accurate quotes cannot be obtained until a build slot becomes available. We have recently received an official quote for this vehicle and body which significantly exceeds the estimated cost.</p> <p>Fleet Services is seeking approval to purchase this vehicle from Western Peterbilt using Sourcewell Contract #060920-PMC in the amount of \$433,549.12 including sales tax.</p>
Proposed Council Action & Date:	Purchase Approval December 5, 2022
Fiscal Impact:	
Total Cost:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source:	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? NA	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Approved in Capital Improvement Plan	

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

12/12/2022

Date Rec'd	11/30/2022
Clerk's File #	OPR 2022-0902
Renews #	
Cross Ref #	
Project #	
Bid #	WA STATE CONTRACT
Requisition #	VB

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - PURCHASE OF MISCELLANEOUS TIRES FROM POMPS TIRES (SECONDARY CONTRACT

Agenda Wording

Fleet Services would like to enter into a Tire Services Contract with Pomp's Tire (Spokane WA) for five (5) years, using Washington State Contract 00519 for an estimated annual amount of \$150,000.00.

Summary (Background)

This Contract will be used as a secondary contractor in case of supply chain issues with primary contractor, Wingfoot. This Tire Service Contract will provide timely tire service to all city vehicles. Funding for this contract is in the Fleet Department's budget.

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

Expense	\$ \$150,000	# various
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	GIDDINGS, RICHARD	Study Session\Other	PIES 11/28/22
Division Director	WALLACE, TONYA	Council Sponsor	CP Beggs
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	PICCOLO, MIKE	tprince	
For the Mayor	PERKINS, JOHNNIE		
Additional Approvals			
Purchasing	PRINCE, THEA		

Briefing Paper

Public Infrastructure, Environmental and Sustainability Committee

Submitting Department	Fleet Services
Contact Name & Phone	Rick Giddings 625-7706
Contact Email	rgiddings@spokanecity.org
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Value Blanket Order with Pomp's Tire for the purchase of misc tires
Summary (Background)	<p>Fleet Services would like to enter into a Tire Services Contract with Pomp's Tire (Spokane WA) for five (5) years, using Washington State Contract 00519 for an annual amount of \$150,000.00 as a secondary contractor in case of supply chain issues with primary contractor, Wingfoot.</p> <p>This Tire Service Contract will provide timely tire service to all city vehicles. Funding for this contract is in the Fleet Department's budget.</p>
Proposed Council Action & Date:	Approve Value Blanket Order December 12, 2022
Fiscal Impact:	
Total Cost:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source:	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Policy	



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/30/2022
Clerk's File #	OPR 2022-0903
Renews #	
Cross Ref #	
Project #	
Bid #	WA STATE CONTRACT
Requisition #	MASTER CONTRACT

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS 625-7703
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5100 - MASTER CONTRACT WITH POMPS TIRE FOR TIRE SERVICES (SECONDARY)

Agenda Wording

Fleet Services would like to enter into a Tire Services Contract with Pump Tire (Spokane WA) until March 31, 2024, using Washington State Contract 00519 for an annual amount of \$150,000.00.

Summary (Background)

This contract will be set up as a secondary contractor in case of labor shortages with primary contractor, Wingfoot. This Tire Service Contract will provide timely tire service to all city vehicles. This contract may be used by multiple City Departments. Funding for this contract is in the Department's Proposed budgets.

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

Expense	\$ 150,000	# various
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Dept Head	GIDDINGS, RICHARD
Division Director	WALLACE, TONYA
Finance	ALBIN-MOORE, ANGELA
Legal	PICCOLO, MIKE
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PIES 11/28/22
Council Sponsor	CP Beggs
Distribution List	tprince

Additional Approvals

Purchasing	PRINCE, THEA



City of Spokane
MASTER SERVICES AGREEMENT
Title: **MISCELLANEOUS TIRE SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **POMP TIRE SERVICES**, whose address is 1505 North Hough Street, Spokane, Washington 99212 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Tires related services such as mounting, rotating, stem repair, flat repair, wheel balancing and alignment, in accordance with NASPO ValuePoint Contract No. 00519, and the Goodyear Tire/Tube Discounts and Service Pricing Sheet, which is attached as Exhibit B. These services will be performed at Fleet Services, using Fleet Services' equipment. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on November 1, 2022, and shall run through March 31, 2024, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. COMPENSATION / PAYMENT.

Under this unit price contract the City will pay up to a maximum of **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, for the contract term, including tax for everything furnished and done under this Agreement. See attachment B – Goodyear Tire/Tube Discounts and Service Pricing Sheet. This is an optional use contract. Services by the Vendor are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to City of Spokane, Fleet Services Department, 914 East North Foothills Drive, Spokane, Washington, 99207. **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.

4. 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 Agreement. 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 Agreement shall be included in the project budgets.

5. 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.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The 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.

7. INDEMNIFICATION.

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

8. INSURANCE.

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

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

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

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

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 Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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 Agreement. 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 Agreement, the federal law shall prevail.

12. ASSIGNMENT AND SUBCONTRACTING.

The Company 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 Company shall incorporate by reference this Agreement, 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 Agreement, whether before or after City consent, assignment or subcontract.

13. TERMINATION.

Either party may terminate this Agreement, with or without cause, by sixty (60) 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.

14. STANDARD OF PERFORMANCE.

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

15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement 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).

16. ANTI KICK-BACK.

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

17. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement 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 Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the 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 Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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.

POMP TIRE SERVICES

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding debarment
Exhibit B – Goodyear Tire/Tube Discounts and Service Pricing Sheet

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.

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

EXHIBIT B

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

12/12/2022

Date Rec'd	11/28/2022
Clerk's File #	OPR 2019-0855
Renews #	
Cross Ref #	
Project #	
Bid #	WA STATE CONTRACT 00519
Requisition #	CR 24185

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5100- RENEWAL OF CONTRACT WITH WINGFOOT COMMERCIAL TIRE FOR TIRE SERVICES

Agenda Wording

Fleet Services would like to renew the Tire Services Contract with Wingfoot Commercial Tire Systems, LLC for one year, using Washington State Contract 00519 for an annual amount of \$150,000.00

Summary (Background)

This Tire Service Contract will provide timely tire service to all city vehicles. Funding for this contract is in the Fleet Department's budget.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 150,000.00

Select \$

Select \$

Select \$

Budget Account

5100-71700-48348-54803

#

#

#

Approvals**Dept Head** GIDDINGS, RICHARD**Division Director** WALLACE, TONYA**Finance** ORLOB, KIMBERLY**Legal** HARRINGTON,
MARGARET**For the Mayor** ORMSBY, MICHAEL**Additional Approvals****Purchasing** PRINCE, THEA**Council Notifications****Study Session\Other** F&A 11/21/22**Council Sponsor** CM Wilkerson**Distribution List**

tprince@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Fleet Services
Contact Name & Phone	Richard Giddings 625-7706
Contact Email	rgiddings@spokanecity.org
Council Sponsor(s)	CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	5100 – Tire Service Contract Renewal
Summary (Background)	<p>Fleet Services would like to renew the Tire Services Contract with Wingfoot Commercial Tire Systems, LLC for one year, using Washington State Contract 00519 for an annual amount of \$150,000.00</p> <p>This Tire Service Contract will provide timely tire service to all city vehicles. Funding for this contract is in the Fleet Department’s budget.</p>
Proposed Council Action & Date:	Approve Contract Renewal 12/5/2022
Fiscal Impact:	
Total Cost:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source:	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Ongoing cost benefit analysis through Fleet Services	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with City Centralized Fleet Policy	



City of Spokane
CONTRACT RENEWAL
3 of 4
Title: TIRE SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WINGFOOT COMMERCIAL TIRE SYSTEMS, LLC.** whose address is 901 North Bradley Road, Spokane Valley, Washington 99212 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Tires related services such as mounting, rotating, stem repair, flat repair, wheel balancing and alignment; and

WHEREAS, the initial contract provided for 4 additional one-year renewals, with this being the third of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated October 29, 2019 and November 12, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on October 1, 2022 and shall run through September 30, 2023.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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

WINGFOOT COMMERCIAL TIRE SYSTEMS, LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment

22-209

ATTACHMENT A

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

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

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

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

12/12/2022

Date Rec'd	11/29/2022
Clerk's File #	OPR 2022-0904
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	FRED BROWN 625-6307
Contact E-Mail	FBROWN@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4320-CONTRACT AWARD TO MCCLINTOCK & TURK FOR FEED PUMP INSTALLATION

Agenda Wording

Consent to award McClintock & Turk contract to install Membrane Pilot Room Feed Pumps. They were the lowest responsive BID from the small works roster. Total for the installation is \$71,624.00 +applicable bonds and taxes. Completion by 06/30/2023.

Summary (Background)

The Membrane pilot skids (once installed) give operators the ability to experiment with individual membrane modules without the risk of damaging the entire system. It is the goal of these pilot experiments to optimize membrane performance while minimizing cleaning chemical and power consumption. The contractor will install two pumps and connection piping to supply the pilot skids with secondary effluent water needed for performance testing.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 71,624.00

Select \$

Select \$

Select \$

Budget Account

43230.35148.54803

#

#

#

Approvals

Dept Head	GENNETT, RAYLENE
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON, MARGARET
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PIES 11/28/22
Council Sponsor	CM Kinnear

Distribution List

hbarnhart@spokanecity.org
kkeck@spokanecity.org
mhughes@spokanecity.org
Tax & Licenses
fbrown@spokanecity.org
lmartelle@spokanecity.org
ken@mcturk.net

Additional Approvals**Purchasing**

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability

Submitting Department	
Contact Name & Phone	
Contact Email	
Council Sponsor(s)	
Select Agenda Item Type	Consent Discussion Time Requested: _____
Agenda Item Name	
Summary (Background)	
Proposed Council Action & Date:	
Fiscal Impact: Total Cost: Approved in current year budget? Yes No N/A Funding Source One-time Recurring Specify funding source: Expense Occurrence One-time Recurring Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

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

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

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



City of Spokane

PUBLIC WORKS AGREEMENT

**Title: NLT PROJECT - PHASE 2
PILOT PUMP FEED SYSTEM**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **McCLINTOCK & TURK, INC.**, whose address is 516 North Sycamore Street, Spokane, Washington 99220 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is to perform the NLT PROJECT - PHASE 2 PILOT PUMP FEED SYSTEM; and

WHEREAS, the Contractor has been selected through the MRSC Small Works Roster.

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

1. TERM OF AGREEMENT.

This Contract shall begin on November 1, 2022 and shall end on June 23, 2023, unless amended by written agreement or terminated earlier under the provisions.

2. SCOPE OF WORK.

The Contractor's General Scope of Work for this Contract is described in the Company's Proposal dated October 21, 2022, attached as Exhibit C, and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Public Works Agreement controls.

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

3. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **SEVENTY-ONE THOUSAND SIX HUNDRED TWENTY-FOUR AND NO/100 DOLLARS (\$71,624.00)**, not including applicable tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract

The Contractor will send its applications for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939. All invoices should include the City Clerk's File No. "OPR 2022-0904" 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.

4. CONTRACT DOCUMENTS.

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file at the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

5. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

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

6. STATE PREVAILING WAGES.

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

7. BONDS.

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

8. PUBLIC WORKS REQUIREMENTS.

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

9. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

10. CITY OF SPOKANE BUSINESS LICENSE.

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

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

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. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability 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 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 indemnification provided for in this section shall survive any termination or expiration of this Contract.

14. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

15. **SUBCONTRACTOR RESPONSIBILITY.**

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

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

16. INDEPENDENT CONTRACTOR.

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

17. ASSIGNMENT AND SUBCONTRACTING.

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

18. TERMINATION.

Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

19. STANDARD OF PERFORMANCE.

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

20. 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.

21. CONSTRUAL.

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

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

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

23. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane in connection with this

Agreement are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

McCLINTOCK & TURK, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Payment/Performance Bond

Exhibit A – Debarment Certification

Exhibit B – Certification of Compliance with Wage Payment Statutes

Exhibit C – Company's Proposal dated October 21, 2022

PAYMENT / PERFORMANCE BOND

We, **McCLINTOCK & TURK, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SEVENTY-ONE THOUSAND SIX HUNDRED TWENTY-FOUR AND NO/100 DOLLARS (\$71,624.00)**, unless modified by a written amendment to this Contract. This is the maximum amount, 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 NLT PROJECT - PHASE 2 PILOT PUMP FEED SYSTEM. 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 federal, state and local laws and regulations; and
- C. 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;

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 liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

McCLINTOCK & TURK, INC.,
AS PRINCIPAL

By: _____
Title: _____

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

AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

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

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)



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

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

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

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

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

EXHIBIT C

PO BOX 3243 – 516 N. Sycamore St. – Spokane, WA 99220
MC-CL-IT*370NO Public Works #11709 – AAA 3
(509) 535-7641 FAX (509) 535-8812
Email: ken@mcturk.net www.mcturk.net

October 21, 2022

City of Spokane- Wastewater Management Department
4401 North Aubrey L White Pkwy
Spokane, WA.
99205

RE: NLT Phase 2 Pilot Pump Feed System
Attention: Fred Brown

Mr. Brown,

As per your request and conversations with you, here is our Bid for the NLT Project- Phase 2 Pilot Feed pumps per provided specifications, drawings and more specifically as follows:

WORK INCLUDED

- Mobilize / Equipment materials
- Installation of Owner-furnished welded steel machine bases for Pilots Pumps 1 & 2
- Installation of Owner-furnished Pilot System Feed Pumps No. 1 and No. 2 on the steel machine bases
- Furnish / install 2" 304 Schedule 40S P & P SML SS piping, valves, PIs for Pilot pumps 1 and 2 to existing piping as detailed on Project drawings.
- Furnish / install SS pipe supports as shown on the Drawings and as specified for Pilot pumps 1 and 2
- Furnish / install 2" 304 Schedule 40S P & P SML SS pipe, fittings, valves, supports for the SCE, MF systems from existing points of connection to PRE-T TANKAGE TRAINS FURNISHED AND INSTALLED BY JACOBS **(DWG MF-M-145)**
- Furnish / install 1" X 1/2" 304 Schedule 40S P & P SML SS pipe, fittings, valves, supports for the AHP SYSTEM from existing point of connection to PALL PILOT SKIDS #1, #2, FURNISHED AND INSTALLED BY JACOBS **(DWG MF-M-145)**
- Furnish / install 1/2" PVC Schedule 80 pipe, fittings, valves, supports for the ALUM SYSTEM from existing point of connection to BATCH TANK FURNISHED AND INSTALLED BY JACOBS **(DWG MF-M-145)**
- Provide Commissioning Support and assistance to the Owner
- Demobilize/ Housekeep area

Total Labor, Material and Equipment: \$71,624.00 (WSST EXCLUDED)

** Proposal is good for 30 days **

WORK EXCLUDED

- All Bonds
- All Permits
- All Overtime Premiums
- All electrical work / VFD installations
- All pump alignment
- All concrete bases

Thank you for the opportunity to Bid this work.

Do not hesitate to call if there are any questions.

Respectfully Submitted,

Ken Patterson

Ken Patterson
Project Manager
McClintock & Turk, Inc.

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

12/12/2022

Date Rec'd	11/23/2022
Clerk's File #	OPR 2022-0505
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	MIKE PICCOLO X6237
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0620 SUPPLEMENTAL AGREEMENT BETWEEN CITY OF SPOKANE AND LOCAL 270

Agenda Wording

Supplemental Agreement between the City of Spokane and Local 270, AFSCME Regarding Transition at Police Dispatch

Summary (Background)

This Supplemental Agreement outlines an agreement between the City and Local 270 to allow non-Local 270 Police employees to perform call processing duties at Police Dispatch during the transition of duties from SREC to the Spokane Police Department which began on October 31, 2022.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account**Approvals**

Dept Head	PICCOLO, MIKE
Division Director	PICCOLO, MIKE
Finance	MURRAY, MICHELLE
Legal	PICCOLO, MIKE
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	Executive Session 11/14
Council Sponsor	CP Beggs & CM Stratton

Distribution List

Additional Approvals	mpiccolo@spokanecity.org
Purchasing	jlundgren@spokanecity.org
	cmeidl@spokanecity.org
	jcavanaugh@spokanecity.org
	lsmithson@spokanecity.org

SUPPLEMENTAL AGREEMENT

Between The City of Spokane and Local 270, AFSCME

Department: Police
Effective Date: 11/7/2022
Subject: Transition at Police Dispatch

This Supplemental Agreement outlines an agreement between the City of Spokane and the Washington State Council of County and City Employees – Council 2 (WSCCCE), Local 270, which allows non-Local 270 Police employees to perform call processing duties at Police Dispatch during the transition of duties from SREC to the Spokane Police Department which began on October 31, 2022.

Background: SPD will be absorbing the 911 call processing and information gathering duties previously performed by SREC beginning on October 31, 2022. This additional workload will require additional employees in Police Dispatch. The parties recognize that Police Dispatch employment positions belong within Local 270. In the short term, light duty Officers and other Police employees may work to assist the current Dispatchers. SPD is diligently working towards hiring permanent employees to augment the current cadre of Dispatchers. The City has committed to several incentives to retain our current Dispatchers and Supervisors during this transition:

- 7.5% add-to-pay incentive through June 30, 2023 for all current Police Dispatchers and Supervisors employed by SPD as of 10/31/22. The parties agree to meet to review this incentive if Police Dispatch is not fully staffed and trained by June 30, 2023;
- Dispatchers that meet or exceed their vacation and/or compensatory time maximum between now and June 30, 2023 will be allowed to accrue up to an additional eighty (80) hours over their maximum for each bank. The additional hours over the maximum must be used by December 31, 2023 or accruals will end and the employee will forfeit the additional hours. The parties agree to meet to review if this additional allowance becomes an issue. If employment is terminated prior to using the excess hours, the payout amount will be for the maximum hours allowed by the union contract/municipal code only; and,
- Ongoing problems with shift coverage and/or overtime will be brought to labor management.

This is a one-time, non-precedent setting agreement between the parties that is unique to the circumstances. This agreement is in place until such time as Police Dispatch is fully staffed with permanent Local 270 employees.



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/28/2022
Clerk's File #	OPR 2022-0905
Renews #	
Cross Ref #	RES 2021-0055
Project #	
Bid #	
Requisition #	

Submitting Dept	FACILITIES MANAGEMENT
Contact Name/Phone	DAVE STEELE 625-6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	SALE OF SURPLUS PROPERTY 2912 EAST WABASH

Agenda Wording

The property 2912 East Wabash is a single family lot acquired through the Spokane County Tax Foreclosure process. The City of Spokane has been approached to sell the property to an interested party.

Summary (Background)

The property was acquired by the City of Spokane through the Spokane County Tax Foreclosure process. This single family lot has accumulated charges for abatement and code clean up. The property was declared surplus on June 21, 2021. The sales agreement will allow the property to return to the tax rolls and allows the City of Spokane to offset some of the related expenses.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue	\$ 50,000.00
Select	\$
Select	\$
Select	\$

Budget Account

#	4700-58100-99999-39510-99999
#	
#	
#	

Approvals

Dept Head	TEAL, JEFFREY
Division Director	WALLACE, TONYA
Finance	ORLOB, KIMBERLY
Legal	PICCOLO, MIKE
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	UE 11/14/2022
Council Sponsor	Stratton
Distribution List	
	Korlob@spokanecity.org
	kbustos@spokanecity.org
	klouden@spokanecity.org

Additional Approvals

Purchasing	

Committee Agenda Sheet

URBAN EXPERIENCE

Submitting Department	Facilities
Contact Name & Phone	Dave Steele x-6064
Contact Email	Dsteele@spokanecity.org
Council Sponsor(s)	Councilperson Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Surplus Property Sale – 2912 East Wabash
Summary (Background)	<p>This property was acquired by the City of Spokane through the Spokane County Tax Foreclosure process. This single-family lot has accumulated charges for abatement and Code cleanup.</p> <p>The property was declared surplus on 6/21/2021 (Resolution 2021-055 attached).</p> <p>This sale agreement will allow the property to return to the tax rolls and allows the City of Spokane to offset some of the related expenses.</p>
Proposed Council Action & Date:	12/05/2022 Contract Approval
Fiscal Impact: Total Revenue: \$50,000 revenue minus closing costs Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: NA Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This sale provides an opportunity to build infill residential housing in the Hillyard area, a historically underserved neighborhood.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

NA

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

This project invests in an existing neighborhood, utilizing existing water and sewer services, and brings new development to the neighborhood.

COMMERCIAL & INVESTMENT REAL ESTATE
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Date: 08/08/2022

The undersigned Buyer, **Redband Development, LLC, and or Assigns ("Buyer")**, agrees to buy, and Seller, **City of Spokane ("Seller")**; agrees to sell, on the following terms, the real estate and all improvements thereon (collectively, the "Property") commonly known as 2912 E Wabash Avenue, Spokane, WA 99217, and legally described on **Exhibit A**.

(Buyer and Seller authorize the Closing Agent to insert and/or correct, over their signatures, the legal description of the Property.)

1. PURCHASE PRICE. The total purchase price is Fifty Thousand Dollars (\$50,000), including the earnest money, payable as follows:

All cash at closing, including the earnest money, with no financing contingency.

2. EARNEST MONEY. Buyer agrees to deliver the earnest money in the amount of Two Thousand Five Hundred Dollars (\$2,500), which is due no later than Five (5) days after mutual acceptance

The earnest money shall be held by the Closing Agent.

The earnest money shall be applicable to the purchase price and shall be non-refundable except where a condition to Buyers obligation under this Agreement is not satisfied through no fault of Buyer.

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

Exhibit A - Legal Description

4. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to closing.

5. CONTINGENCIES.

a. Inspection. Except as otherwise provided herein, this Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives written notice to Seller within thirty (30) days of mutual acceptance of this Agreement stating that Buyer is satisfied, in Buyers sole discretion, concerning all aspects of the Property, including without limitation, its physical condition; the presence of or absence of any hazardous substances; any contracts affecting the property; the potential financial performance of the Property; the availability of government permits and approvals; and the feasibility of the Property for Buyers intended purpose. If such notice is timely given, the inspection contingencies stated in this Section 5 shall be deemed to be satisfied.

b. Spokane City Council Approval. As this Property is City owned property, this Agreement is subject to Spokane City Council Approval by whatever manner chosen by the City to approve sales of City owned property.

c. Books, Records, Leases, Agreements. Seller shall make available for inspection by Buyer and its agents as soon as possible but no later than ten (10) days after mutual acceptance of this Agreement all documents available to Seller relating to the ownership, or development of the Property, including without limitation: statements for real estate taxes, assessments, and utilities; service contracts, and agreements with professionals or consultants entered into by the Seller or any predecessor in title to the Seller; leases or other agreements relating to all or a portion of the Property and a schedule of tenants, rents, and deposits (if applicable); architectural drawings, civil and other engineered drawings and reports, surveys, soils reports, drainage reports, environmental reports, traffic studies, archeological investigations, utility reports/statements, easements, copies of any lawsuits effecting the Property, governmental approvals or denials, information on any pending LID or ULID, road widening, or any off-site costs or impact fees that may be incurred after closing, specifications, permits, applications, surveys, studies and maintenance records; and accounting records and audit reports.

INITIALS: Buyer DLG Date 8/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

COMMERCIAL & INVESTMENT REAL ESTATE
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(CONTINUED)
Page 2 of 6

Buyer shall determine within the contingency period stated in the preceding introductory paragraph whether it wishes and is able to assume, as of closing, all of the foregoing leases, contracts, and agreements which have terms extending beyond closing. Seller shall transfer the leases, contracts and agreements as provided in Section 17 of this Agreement.

d. Access. Seller shall permit Buyer and its agents, at Buyers sole expense and risk to enter the Property at reasonable times, to conduct inspections concerning the Property and improvements, including without limitation, utility locations and capacity, hazardous materials (limited to a Phase I audit only), soils conditions, sensitive areas, or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall schedule any entry onto the Property with Seller in advance. Buyer shall not perform any invasive testing without obtaining the Sellers prior written consent, which shall not be unreasonably withheld. Buyer shall restore the Property and improvements to the same condition they were in prior to inspection. Buyer agrees to indemnify and defend Seller from all liens, costs, claims, and expenses, including attorneys' and experts' fees, arising from or relating to entry onto or inspection of the Property by Buyer and its agents. This agreement to indemnify and defend Seller shall survive closing.

e. Predevelopment Conference. Notwithstanding any term or provision of the Agreement, the obligation of Buyer to purchase the Property from Seller is contingent upon satisfactory completion of a Pre-development Conference, including receipt of all Conference notes, within 60 days of mutual execution of this Agreement. If Buyer, in its sole discretion, is not satisfied with the results of the Pre-Development Conference for any reason, Buyer may terminate this Agreement by providing written notice to Seller, in which case all earnest money shall be refunded to Buyer.

Buyer will submit its Pre-Development Review Application within 10 days of mutual acceptance of this agreement.

6. TITLE INSURANCE.

a. Title Report. Seller authorizes Closing Agent, at Sellers expense, to apply for and deliver to Buyer a standard coverage owner's policy of title insurance. The title report shall be issued by Vista Title & Escrow Company.

b. Permitted Exceptions. Buyer shall notify Seller of any objectionable matters in the title commitment or any supplemental report within ten (10) days after receipt of such commitment or supplement. This Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless (a) within ten (10) days of Buyer's notice of such objections, Seller agrees to remove all objectionable provisions, or (b) within fifteen (15) days after Buyer's notice of such objections, Buyer notifies Seller in writing that it waives any objections which Seller does not agree to remove. The closing date shall be extended to the extent necessary to permit time for these notices. Those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

7. CLOSING OF SALE. This sale shall be closed no later than 90 days from mutual execution of this agreement, unless extended in writing by the parties hereto. The sale shall be closed by Vista Title & Escrow Company, located at 201 W North River Dr Suite #205, Spokane, WA 99201, ("Closing Agent"). Buyer and Seller will, immediately after satisfaction of all Conditions to closing, deposit with Closing Agent all instruments and monies required to complete the purchase in accordance with this Agreement. "Closing" shall be deemed to have occurred when all documents are recorded and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement.

8. CLOSING COSTS. Seller shall pay the excise tax and premium for the owner's standard coverage title policy provided, the parties acknowledge and agree that this government sale is exempt from the excise tax. Seller and Buyer shall each pay one-half of the escrow fees. Real and personal property taxes and assessments payable in the year of closing; rents on any existing tenancies; interest; mortgage reserves; utilities; and other operating expenses shall be pro-rated as of closing. Buyer shall pay all costs of financing including the premium for the lender's title policy. Security, cleaning, and any other unearned deposits on tenancies, and remaining mortgage or other reserves shall be assigned to Buyer at closing.

INITIALS: Buyer DUG Date 6/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
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a. Unpaid Utility Charges. Buyer and Seller DO NOT WAIVE the right to have the Closing Agent disburse closing funds necessary to satisfy unpaid utility charges affecting the Property.

9. POST-CLOSING ADJUSTMENTS, COLLECTIONS, AND PAYMENTS. After closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at closing based upon estimates. Any bills or invoices received by Buyer after closing which relate to services rendered or goods delivered to the Seller or the Property prior to closing shall be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of Buyer's written demand to Seller for reimbursement until such reimbursement is made.

10. OPERATIONS PRIOR TO CLOSING. Prior to closing, Seller shall continue to operate the Property in the ordinary course of its business and maintain the Property in the same or better condition than as existing on the date of mutual acceptance of this Agreement, but shall not be required to repair material damage from casualty except as otherwise provide in this Agreement. Seller shall not enter into or modify existing agreements or leases (except that Seller may modify or terminate agreements or leases in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

11. POSSESSION. Buyer shall be entitled to possession on closing.

12. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller makes no representations or warranties regarding the Property other than those specified in this Agreement, Buyer otherwise takes the Property "AS IS," and Buyer shall otherwise rely on its own pre-closing inspections and investigations. Buyer expressly waives Buyer's right to receive from Seller a signed and dated Real Property Transfer Disclosure Statement as contemplated by RCW 64.06.020.

13. HAZARDOUS SUBSTANCES. Seller has not conducted any environmental review nor is it in possession of any environmental report which relate to the Property. Buyer agrees that should it elect to remove any hazardous substance from the Property, it will do so with the assistance of a properly qualified removal or abatement specialist pursuant to applicable federal, state, and local laws and will further hold the Seller harmless from any and all loss, liability, cost, expenses, claims or suits including the obligation to defend the Seller should a claim be brought by any party against the Seller as a result of Buyer's abatement activities.

14. PERSONAL PROPERTY.

a. This sale includes all right, title and interest of Seller to the following tangible personal property: That portion of the personal property located on and used in connection with the Property. **b.** In addition to the leases, contracts and agreements assumed by Buyer pursuant to Section 5a above, this sale includes all right, title and interest of Seller to the following intangible property now or hereafter existing with respect to the Property including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals.

15. CONDEMNATION AND CASUALTY. Buyer may terminate this Agreement and obtain a refund of the earnest money, less any costs advanced or committed for Buyer, if the Property is destroyed or materially damaged by casualty before closing, or if condemnation proceedings are commenced against all or a portion of the Property before closing.

16. FIRPTA - TAX WITHHOLDING AT CLOSING. Closing Agent is instructed to prepare a certification that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

17. CONVEYANCE. Title shall be conveyed by a Quit Claim Deed subject only to the Permitted Exceptions. At closing, Seller and Buyer shall execute and deliver to Closing Agent a mutually agreeable Assignment and

INITIALS: Buyer ^{DS} DLG Date 8/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

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Assumption Agreement transferring all leases, contracts and agreements assumed by Buyer pursuant to Section 5a and all intangible property transferred pursuant to Section 14b.

18. NOTICES AND COMPUTATION OF TIME. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including revocations of offers and counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and must be delivered to Seller. Notices to Buyer must be signed by at least one Seller and must be delivered to Buyer. All notices, requests, demands and other communications under this Agreement shall be deemed to have been duly given (i) if delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (ii) mailed by certified or registered mail with postage prepaid, on the third (3rd) business day after the date on which it is so mailed:

Unless otherwise specified in this Agreement, any period of time in this Agreement shall begin the day after the event starting the period and shall expire at 5:00 p.m. Pacific time of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday, in which case the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays.

19. AGENCY DISCLOSURE. Not applicable.

20. ASSIGNMENT. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, except to an entity in which the Buyer has an interest.

21. DEFAULT AND ATTORNEY'S FEE. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then: That portion of the earnest money which does not exceed five percent (5%) of the purchase price shall be kept by Seller as liquidated damages (subject to Seller's obligation to pay certain costs or a commission, if any) as the sole and exclusive remedy available to Seller for such failure.

If Buyer or Seller institutes suit concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. In the event of trial, the amount of the attorney's fee shall be fixed by the court. The venue of any suit shall be the county in which the Property is located, and this Agreement shall be governed by the laws of the state of Washington.

22. MISCELLANEOUS PROVISIONS.

a. Complete Agreement. The Agreement and any addenda and exhibits to it state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or written agreements which modify or affect the Agreement.

b. No Merger. The terms of the Agreement shall not merge in the deed or other conveyance instrument transferring the Property to Buyer at closing. The terms of this Agreement shall survive closing.

c. Counterpart Signatures. The Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.

d. Facsimile Transmission. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document.

23. ACCEPTANCE; COUNTEROFFERS. Seller has until midnight of the fifth (5th) business day following the last Buyer signature date below) to accept this offer, unless sooner withdrawn. If this offer is not timely accepted, it shall lapse and the earnest money shall be refunded to Buyer. If either party makes a future counteroffer, the other party shall have until 5:00 p.m. on the second business day following its receipt to accept the counteroffer, unless sooner withdrawn. If the counteroffer is not timely accepted or countered, this Agreement shall lapse and the earnest money shall be refunded to the Buyer. No acceptance, offer or counteroffer from the Buyer is effective until a signed copy is received by the Seller. No acceptance, offer or counteroffer from the Seller is effective until a signed copy is received by the Buyer.

24. INFORMATION TRANSFER. In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller written request copies of all materials received from Seller and any plans, studies,

INITIALS: Buyer DLG Date 8/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

COMMERCIAL & INVESTMENT REAL ESTATE
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reports, inspections, appraisals, surveys, drawings, permits, application or other development work product relating to the Property in Buyer possession or control as of the date this Agreement is terminated.

25. CONFIDENTIALITY. Until and unless closing has been consummated, Buyer and Seller will treat all information obtained in connection with the negotiation and performance of this Agreement as confidential (except for any information that Buyer or Seller is required by law to disclose and then only after giving the other party written notice at least three (3) days prior to the disclosure) and will not use or knowingly permit the use of any confidential information in any manner detrimental to Seller or Buyer.

26. SELLER'S ACCEPTANCE AND BROKERAGE AGREEMENT. Seller agrees to sell the Property on the terms and conditions herein. Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that no commissions are due and owing to any real estate broker or salesperson in connection with this transaction or Property. The Property is described in attached **Exhibit A**.

27. LISTING AGENT AND SELLING LICENSEE DISCLOSURE. Not Applicable.

28. MICELLANEOUS

The risk of loss prior to closing shall remain in Seller and, if prior to date of closing, improvements on the premises shall be destroyed or materially damaged by fire or other casualty, this Agreement, at the option of Purchaser, shall become null and void

The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

There are no verbal or other agreements, which modify or affect this Agreement.

Time is of the essence in this Agreement.

29. GOVERNMENTAL APPROVAL. Buyer acknowledges that this Agreement does not bind the City of Spokane until the Mayor executes this Agreement following approval by the City Council.

Buyer: David L Guthrie and or assigns

DocuSigned by:
By: David L. Guthrie Date 9/19/2022
CAE702851DE646A
Redband Development, LLC and/or Assigns

Redband Development, LLC
c/o Tim Fischer
Winston & Cashatt Lawyers
Address: 601 W. Riverside Avenue, Suite 1900, Spokane, WA 99201
Phone: 1.509.710.9097
Email: dave@redbanddevelopment.com

Seller: City of Spokane.

Date _____

By:
Title:

INITIALS: Buyer DLG Date 9/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

COMMERCIAL & INVESTMENT REAL ESTATE
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_____ Date _____

By:

Title:

Address: 808 W Spokane Falls Blvd., Spokane, WA 99201

Phone _____ Email _____

29. BUYER'S RECEIPT. Buyer acknowledges receipt of a Seller signed copy of this Agreement, on _____, 2022.

BUYER _____

BUYER _____

EXHIBIT A

LEGAL DESCRIPTION

All of the certain real property located in the County of Spokane, State of WA, described as follows:

Property Address: 2912 E Wabash Avenue, Spokane Washington, 99217

Legally described as follows: Lot 6 of Block 21 of Hillyard Addition

Assessor's Parcel Number: 36343.2806

INITIALS: Buyer ^{DS} DLG Date 9/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____


Agenda Sheet for City Council Meeting of:

07/12/2021

		Date Rec'd	6/21/2021
		Clerk's File #	RES 2021-0055
		Renews #	
Submitting Dept	FACILITIES MANAGEMENT	Cross Ref #	
Contact Name/Phone	DAVE STEELE X6064	Project #	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	5900 - SURPLUS PROPERTY RESOLUTION		

Agenda Wording

Both 1927 E Dalton and 2912 E Wabash were acquired through the Spokane County tax foreclosure process with the intent of returning them to the tax roles. The city has associated clean up costs for both lots.

Summary (Background)

The Real Estate Review Committee (RERC) met and reviewed 3 properties. The final consensus was to declare 1927 East Dalton and 2912 East Wabash surplus and list them with a qualified residential broker for immediate sale. The subsequent committee report was reviewed, and concurrence was provided from the Mayor's office for the action. The sale of these properties will recoup a portion of those costs.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue \$ TBD

Select \$

Select \$

Select \$

Budget Account

99999

#

#

#

Approvals
Dept Head

TEAL, JEFFREY

Division Director

WALLACE, TONYA

Finance

BUSTOS, KIM

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Council Notifications
Study Session\Other

F&A 6-21-2021

Council Sponsor

CM Mumm

Distribution List

twallace@spokanecity.org; jteal@spokanecity.org

pingiosi@spokanecity.org;
mhughes@spokanecity.org
Additional Approvals

dsteele@spokanecity.org; ablain@spokanecity.org

Purchasing

kbustos@spokanecity.org; ddaniels@spokanecity.org

Adopted by Spokane City Council
on: 7-12-2021

DocuSigned by:

CC56CBA4DCC84D6City Clerk

Briefing Paper F&A Committee

Division & Department:	Finance – Facilities Department
Subject:	Surplus Property Resolution
Date:	06/21/2021
Author (email & phone):	dsteele@spokanecity.org 625-6064
City Council Sponsor:	CM Mumm
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comp Plan, Strategic Plan
Strategic Initiative:	Sustainability
Deadline:	NA
Outcome: (deliverables, delivery duties, milestones to meet)	Adoption of a surplus property resolution declaring two residential lots surplus and authorizing the sale of both properties
Background/History: The Real Estate Review Committee (RERC) met and reviewed 3 properties. The final consensus was to declare 1927 East Dalton and 2912 East Wabash surplus and list them with a qualified residential broker for immediate sale. The subsequent committee report was reviewed, and concurrence was provided from the Mayor's office for the action.	
Executive Summary: <ul style="list-style-type: none"> Both 1927 East Dalton and 2912 East Wabash were acquired through the Spokane County tax foreclosure process with the intent of returning them to the tax roles. The city has associated clean up costs for both lots. The sale of these properties will recoup a portion of those costs. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) <i>Match requirements will be determined at the time of award.</i>	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No N/A Specify changes required: Known challenges/barriers:	

RESOLUTION 2021-0055

A RESOLUTION PROVIDING FOR THE SALE OF SURPLUS CITY PROPERTY.

WHEREAS, the City of Spokane is the owner of certain properties located in the City of Spokane, County of Spokane, State of Washington, and more particularly described in Exhibit A hereto (“Properties”); and

WHEREAS, pursuant to Chapter 12.10 of the Spokane Municipal Code, the Real Estate Review Committee reviewed the Properties and recommends that the City declare the Properties surplus and authorize the City’s Facilities Department to find buyers for the Properties; and

WHEREAS, the Properties were acquired by the City of Spokane through the public auction process conducted by Spokane County due to non-payment of property taxes and settlement of property liens in order to protect the City of Spokane’s lien position and possible recovery; and,

WHEREAS, the City of Spokane finds that the Properties are no longer needed for a public use of the City of Spokane and has determined it to be in the public interest to offer them for sale; and

WHEREAS, RCW 35.22.280(3) authorizes the City to dispose of surplus property upon commercially reasonable means; and

WHEREAS, the City of Spokane is required to seek fair market value for the Properties.

NOW, THEREFORE -- it is hereby resolved by the City of Spokane City Council; as follows:

1. The Properties are hereby declared to be surplus City property no longer needed for the present and foreseeable public uses of the City. The following described Properties are hereby declared to be of low value and surplus to the public needs of the City.

Type	Address	Parcel Number
Residential	1927 East Dalton	35043.0130
Residential	2912 East Wabash	36343.2806

2. The Mayor has directed the City’s Facilities Department to dispose of the surplus Properties by determining the fair market value of the Properties using commercially reasonable means and seeking a qualified buyer or buyers for the Properties and to negotiate the terms of a purchase and sale agreement(s) with said buyer(s). The final negotiated terms of the purchase and sale agreement(s) is subject to final approval by the

City Council.

ADOPTED by the Spokane City Council this 12th day of July,
2021.

DocuSigned by:


City Clerk

Approved as to form:

DocuSigned by:


Assistant City Attorney

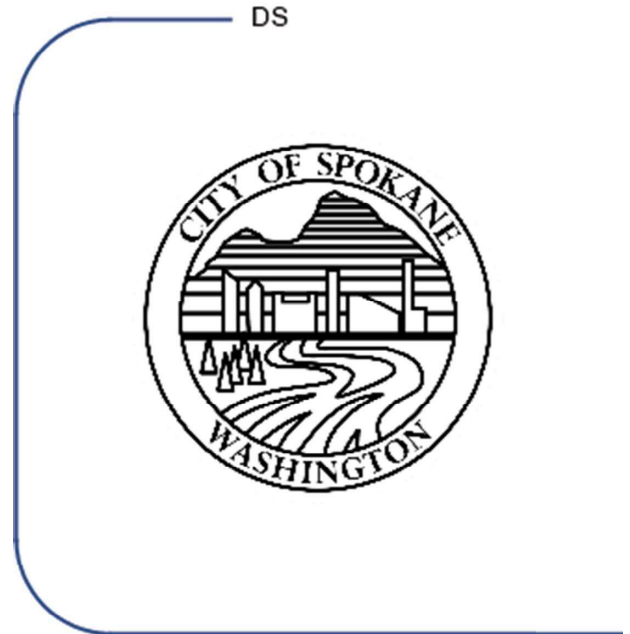


EXHIBIT "A"

1927 East Dalton

Assessor's parcel number: 35043.0130

2912 East Wabash

Assessor's parcel number: 36343.2806

COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)
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Date: 08/08/2022

The undersigned Buyer, **Redband Development, LLC, and or Assigns ("Buyer")**, agrees to buy, and Seller, **City of Spokane ("Seller")**; agrees to sell, on the following terms, the real estate and all improvements thereon (collectively, the "Property") commonly known as 2912 E Wabash Avenue, Spokane, WA 99217, and legally described on **Exhibit A**.

(Buyer and Seller authorize the Closing Agent to insert and/or correct, over their signatures, the legal description of the Property.)

1. PURCHASE PRICE. The total purchase price is Fifty Thousand Dollars (\$50,000), including the earnest money, payable as follows:

All cash at closing, including the earnest money, with no financing contingency.

2. EARNEST MONEY. Buyer agrees to deliver the earnest money in the amount of Two Thousand Five Hundred Dollars (\$2,500), which is due no later than Five (5) days after mutual acceptance

The earnest money shall be held by the Closing Agent.

The earnest money shall be applicable to the purchase price and shall be non-refundable except where a condition to Buyers obligation under this Agreement is not satisfied through no fault of Buyer.

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

Exhibit A - Legal Description

4. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to closing.

5. CONTINGENCIES.

a. Inspection. Except as otherwise provided herein, this Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives written notice to Seller within thirty (30) days of mutual acceptance of this Agreement stating that Buyer is satisfied, in Buyers sole discretion, concerning all aspects of the Property, including without limitation, its physical condition; the presence of or absence of any hazardous substances; any contracts affecting the property; the potential financial performance of the Property; the availability of government permits and approvals; and the feasibility of the Property for Buyers intended purpose. If such notice is timely given, the inspection contingencies stated in this Section 5 shall be deemed to be satisfied.

b. Spokane City Council Approval. As this Property is City owned property, this Agreement is subject to Spokane City Council Approval by whatever manner chosen by the City to approve sales of City owned property.

c. Books, Records, Leases, Agreements. Seller shall make available for inspection by Buyer and its agents as soon as possible but no later than ten (10) days after mutual acceptance of this Agreement all documents available to Seller relating to the ownership, or development of the Property, including without limitation: statements for real estate taxes, assessments, and utilities; service contracts, and agreements with professionals or consultants entered into by the Seller or any predecessor in title to the Seller; leases or other agreements relating to all or a portion of the Property and a schedule of tenants, rents, and deposits (if applicable); architectural drawings, civil and other engineered drawings and reports, surveys, soils reports, drainage reports, environmental reports, traffic studies, archeological investigations, utility reports/statements, easements, copies of any lawsuits effecting the Property, governmental approvals or denials, information on any pending LID or ULID, road widening, or any off-site costs or impact fees that may be incurred after closing, specifications, permits, applications, surveys, studies and maintenance records; and accounting records and audit reports.

INITIALS: Buyer DS Date 8/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

COMMERCIAL & INVESTMENT REAL ESTATE
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Buyer shall determine within the contingency period stated in the preceding introductory paragraph whether it wishes and is able to assume, as of closing, all of the foregoing leases, contracts, and agreements which have terms extending beyond closing. Seller shall transfer the leases, contracts and agreements as provided in Section 17 of this Agreement.

d. Access. Seller shall permit Buyer and its agents, at Buyers sole expense and risk to enter the Property at reasonable times, to conduct inspections concerning the Property and improvements, including without limitation, utility locations and capacity, hazardous materials (limited to a Phase I audit only), soils conditions, sensitive areas, or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall schedule any entry onto the Property with Seller in advance. Buyer shall not perform any invasive testing without obtaining the Sellers prior written consent, which shall not be unreasonably withheld. Buyer shall restore the Property and improvements to the same condition they were in prior to inspection. Buyer agrees to indemnify and defend Seller from all liens, costs, claims, and expenses, including attorneys' and experts' fees, arising from or relating to entry onto or inspection of the Property by Buyer and its agents. This agreement to indemnify and defend Seller shall survive closing.

e. Predevelopment Conference. Notwithstanding any term or provision of the Agreement, the obligation of Buyer to purchase the Property from Seller is contingent upon satisfactory completion of a Pre-development Conference, including receipt of all Conference notes, within 60 days of mutual execution of this Agreement. If Buyer, in its sole discretion, is not satisfied with the results of the Pre-Development Conference for any reason, Buyer may terminate this Agreement by providing written notice to Seller, in which case all earnest money shall be refunded to Buyer.

Buyer will submit its Pre-Development Review Application within 10 days of mutual acceptance of this agreement.

6. TITLE INSURANCE.

a. Title Report. Seller authorizes Closing Agent, at Sellers expense, to apply for and deliver to Buyer a standard coverage owner's policy of title insurance. The title report shall be issued by Vista Title & Escrow Company.

b. Permitted Exceptions. Buyer shall notify Seller of any objectionable matters in the title commitment or any supplemental report within ten (10) days after receipt of such commitment or supplement. This Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless (a) within ten (10) days of Buyer's notice of such objections, Seller agrees to remove all objectionable provisions, or (b) within fifteen (15) days after Buyer's notice of such objections, Buyer notifies Seller in writing that it waives any objections which Seller does not agree to remove. The closing date shall be extended to the extent necessary to permit time for these notices. Those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

7. CLOSING OF SALE. This sale shall be closed no later than 90 days from mutual execution of this agreement, unless extended in writing by the parties hereto. The sale shall be closed by Vista Title & Escrow Company, located at 201 W North River Dr Suite #205, Spokane, WA 99201, ("Closing Agent"). Buyer and Seller will, immediately after satisfaction of all Conditions to closing, deposit with Closing Agent all instruments and monies required to complete the purchase in accordance with this Agreement. "Closing" shall be deemed to have occurred when all documents are recorded and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement.

8. CLOSING COSTS. Seller shall pay the excise tax and premium for the owner's standard coverage title policy provided, the parties acknowledge and agree that this government sale is exempt from the excise tax. Seller and Buyer shall each pay one-half of the escrow fees. Real and personal property taxes and assessments payable in the year of closing; rents on any existing tenancies; interest; mortgage reserves; utilities; and other operating expenses shall be pro-rated as of closing. Buyer shall pay all costs of financing including the premium for the lender's title policy. Security, cleaning, and any other unearned deposits on tenancies, and remaining mortgage or other reserves shall be assigned to Buyer at closing.

INITIALS: Buyer DUG Date 6/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

COMMERCIAL & INVESTMENT REAL ESTATE
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a. Unpaid Utility Charges. Buyer and Seller DO NOT WAIVE the right to have the Closing Agent disburse closing funds necessary to satisfy unpaid utility charges affecting the Property.

9. POST-CLOSING ADJUSTMENTS, COLLECTIONS, AND PAYMENTS. After closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at closing based upon estimates. Any bills or invoices received by Buyer after closing which relate to services rendered or goods delivered to the Seller or the Property prior to closing shall be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of Buyer's written demand to Seller for reimbursement until such reimbursement is made.

10. OPERATIONS PRIOR TO CLOSING. Prior to closing, Seller shall continue to operate the Property in the ordinary course of its business and maintain the Property in the same or better condition than as existing on the date of mutual acceptance of this Agreement, but shall not be required to repair material damage from casualty except as otherwise provide in this Agreement. Seller shall not enter into or modify existing agreements or leases (except that Seller may modify or terminate agreements or leases in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

11. POSSESSION. Buyer shall be entitled to possession on closing.

12. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller makes no representations or warranties regarding the Property other than those specified in this Agreement, Buyer otherwise takes the Property "AS IS," and Buyer shall otherwise rely on its own pre-closing inspections and investigations. Buyer expressly waives Buyer's right to receive from Seller a signed and dated Real Property Transfer Disclosure Statement as contemplated by RCW 64.06.020.

13. HAZARDOUS SUBSTANCES. Seller has not conducted any environmental review nor is it in possession of any environmental report which relate to the Property. Buyer agrees that should it elect to remove any hazardous substance from the Property, it will do so with the assistance of a properly qualified removal or abatement specialist pursuant to applicable federal, state, and local laws and will further hold the Seller harmless from any and all loss, liability, cost, expenses, claims or suits including the obligation to defend the Seller should a claim be brought by any party against the Seller as a result of Buyer's abatement activities.

14. PERSONAL PROPERTY.

a. This sale includes all right, title and interest of Seller to the following tangible personal property: That portion of the personal property located on and used in connection with the Property. **b.** In addition to the leases, contracts and agreements assumed by Buyer pursuant to Section 5a above, this sale includes all right, title and interest of Seller to the following intangible property now or hereafter existing with respect to the Property including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals.

15. CONDEMNATION AND CASUALTY. Buyer may terminate this Agreement and obtain a refund of the earnest money, less any costs advanced or committed for Buyer, if the Property is destroyed or materially damaged by casualty before closing, or if condemnation proceedings are commenced against all or a portion of the Property before closing.

16. FIRPTA - TAX WITHHOLDING AT CLOSING. Closing Agent is instructed to prepare a certification that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

17. CONVEYANCE. Title shall be conveyed by a Quit Claim Deed subject only to the Permitted Exceptions. At closing, Seller and Buyer shall execute and deliver to Closing Agent a mutually agreeable Assignment and

INITIALS: Buyer ^{DS} DLG Date 8/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

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Assumption Agreement transferring all leases, contracts and agreements assumed by Buyer pursuant to Section 5a and all intangible property transferred pursuant to Section 14b.

18. NOTICES AND COMPUTATION OF TIME. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including revocations of offers and counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and must be delivered to Seller. Notices to Buyer must be signed by at least one Seller and must be delivered to Buyer. All notices, requests, demands and other communications under this Agreement shall be deemed to have been duly given (i) if delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (ii) mailed by certified or registered mail with postage prepaid, on the third (3rd) business day after the date on which it is so mailed:

Unless otherwise specified in this Agreement, any period of time in this Agreement shall begin the day after the event starting the period and shall expire at 5:00 p.m. Pacific time of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday, in which case the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays.

19. AGENCY DISCLOSURE. Not applicable.

20. ASSIGNMENT. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, except to an entity in which the Buyer has an interest.

21. DEFAULT AND ATTORNEY'S FEE. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then: That portion of the earnest money which does not exceed five percent (5%) of the purchase price shall be kept by Seller as liquidated damages (subject to Seller's obligation to pay certain costs or a commission, if any) as the sole and exclusive remedy available to Seller for such failure.

If Buyer or Seller institutes suit concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. In the event of trial, the amount of the attorney's fee shall be fixed by the court. The venue of any suit shall be the county in which the Property is located, and this Agreement shall be governed by the laws of the state of Washington.

22. MISCELLANEOUS PROVISIONS.

a. Complete Agreement. The Agreement and any addenda and exhibits to it state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or written agreements which modify or affect the Agreement.

b. No Merger. The terms of the Agreement shall not merge in the deed or other conveyance instrument transferring the Property to Buyer at closing. The terms of this Agreement shall survive closing.

c. Counterpart Signatures. The Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.

d. Facsimile Transmission. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document.

23. ACCEPTANCE; COUNTEROFFERS. Seller has until midnight of the fifth (5th) business day following the last Buyer signature date below) to accept this offer, unless sooner withdrawn. If this offer is not timely accepted, it shall lapse and the earnest money shall be refunded to Buyer. If either party makes a future counteroffer, the other party shall have until 5:00 p.m. on the second business day following its receipt to accept the counteroffer, unless sooner withdrawn. If the counteroffer is not timely accepted or countered, this Agreement shall lapse and the earnest money shall be refunded to the Buyer. No acceptance, offer or counteroffer from the Buyer is effective until a signed copy is received by the Seller. No acceptance, offer or counteroffer from the Seller is effective until a signed copy is received by the Buyer.

24. INFORMATION TRANSFER. In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller written request copies of all materials received from Seller and any plans, studies,

INITIALS: Buyer DLG Date 8/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

COMMERCIAL & INVESTMENT REAL ESTATE
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reports, inspections, appraisals, surveys, drawings, permits, application or other development work product relating to the Property in Buyer possession or control as of the date this Agreement is terminated.

25. CONFIDENTIALITY. Until and unless closing has been consummated, Buyer and Seller will treat all information obtained in connection with the negotiation and performance of this Agreement as confidential (except for any information that Buyer or Seller is required by law to disclose and then only after giving the other party written notice at least three (3) days prior to the disclosure) and will not use or knowingly permit the use of any confidential information in any manner detrimental to Seller or Buyer.

26. SELLER'S ACCEPTANCE AND BROKERAGE AGREEMENT. Seller agrees to sell the Property on the terms and conditions herein. Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that no commissions are due and owing to any real estate broker or salesperson in connection with this transaction or Property. The Property is described in attached **Exhibit A**.

27. LISTING AGENT AND SELLING LICENSEE DISCLOSURE. Not Applicable.

28. MICELLANEOUS

The risk of loss prior to closing shall remain in Seller and, if prior to date of closing, improvements on the premises shall be destroyed or materially damaged by fire or other casualty, this Agreement, at the option of Purchaser, shall become null and void

The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

There are no verbal or other agreements, which modify or affect this Agreement.

Time is of the essence in this Agreement.

29. GOVERNMENTAL APPROVAL. Buyer acknowledges that this Agreement does not bind the City of Spokane until the Mayor executes this Agreement following approval by the City Council.

Buyer: David L Guthrie and or assigns

DocuSigned by:
By: David L. Guthrie Date 9/19/2022
CAE702851DE646A
Redband Development, LLC and/or Assigns

Redband Development, LLC
c/o Tim Fischer
Winston & Cashatt Lawyers
Address: 601 W. Riverside Avenue, Suite 1900, Spokane, WA 99201
Phone: 1.509.710.9097
Email: dave@redbanddevelopment.com

Seller: City of Spokane.

Date _____

By:
Title:

INITIALS: Buyer DLG Date 9/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

COMMERCIAL & INVESTMENT REAL ESTATE
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_____ Date _____

By:

Title:

Address: 808 W Spokane Falls Blvd., Spokane, WA 99201

Phone _____ Email _____

29. BUYER'S RECEIPT. Buyer acknowledges receipt of a Seller signed copy of this Agreement, on _____, 2022.

BUYER _____

BUYER _____

EXHIBIT A

LEGAL DESCRIPTION

All of the certain real property located in the County of Spokane, State of WA, described as follows:

Property Address: 2912 E Wabash Avenue, Spokane Washington, 99217

Legally described as follows: Lot 6 of Block 21 of Hillyard Addition

Assessor's Parcel Number: 36343.2806

INITIALS: Buyer DLG Date 9/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/29/2022
Clerk's File #	OPR 2018-0158
Renews #	

Submitting Dept	SOLID WASTE COLLECTION	Cross Ref #	
Contact Name/Phone	CHRIS AVERYT 625-6540	Project #	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG	Bid #	4420-17
Agenda Item Type	Contract Item	Requisition #	2023 BUDGET
Agenda Item Name	4500 CONTRACT EXTENSION WITH BARR-TECH, LLC		

Agenda Wording

Five-year contract extension with Barr-Tech, LLC (Sprague, WA) for transporting, processing and composting organics - estimated annual expenditure \$1,950,000 (first year)

Summary (Background)

Curbside yard waste collection was implemented in the City of Spokane in 1997 with the program expanding to accept food and food-soiled paper products in 2010. This contract extension will allow both Solid Waste departments to divert organics out of the main waste stream which provides a positive impact on the environment. This contract complies with the Department of Agriculture's restrictions on organic shipments and adheres to the rules and regulations in House Bill 1799 for Organic

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 1,325,000 (first year)

Expense \$ 625,000 (first year)

Select \$

Select \$

Budget Account

4500-44200-37148-54201-19018

4490-44100-37148-54201-99999

#

#

Approvals

Dept Head AVERYT, CHRIS

Division Director FEIST, MARLENE

Finance ALBIN-MOORE, ANGELA

Legal HARRINGTON,

For the Mayor PERKINS, JOHNNIE

Additional Approvals

Purchasing PRINCE, THEA

Council Notifications

Study Session\Other PIES 11.28.2022

Council Sponsor CM Kinnear

Distribution List

caveryt@spokanecity.org

rschoonover@spokanecity.org

jsalstrom@spokanecity.org

Tax & Licenses

mdorgan@spokanecity.org

tprince@spokanecity.org

rhughes@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Material Management. The initial contract was for a five-year term, with the option to extend for one (1) additional five-year period. Contract terms have been renegotiated and agreed on by both parties. The price increases requested by Barr-Tech, LLC are due to inflationary increases in labor, equipment, and capital infrastructure investments. Additionally, account growth will affect the total annual cost associated with this contract, which is offset by revenue generated from curbside yard waste collection subscribers and the tonnage charged for self-hauled material at the Waste to Energy Facility. This contract may reach an annual expenditure of \$2,800,000 between the two departments in the fifth and final year.

Fiscal Impact

Select **\$**

Select **\$**

Budget Account

#

#

Distribution List

scottd@barr-tech.net

Contract Signer - tedc@americanonsite.net



City of Spokane
CONTRACT AMENDMENT / EXTENSION
TITLE: TRANSPORTING, PROCESSING, AND COMPOSTING OR RESIDENTIAL ORGANICS

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BARR-TECH, LLC.**, whose address is 9117 Kallenberger Road North, Sprague, Washington 99032 as ("**Operator**"), individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the parties entered into a Contract wherein the **Operator** agreed to provide **Transporting, Processing, and Composting of Residential and Commercial Organics** for the City's Solid Waste Department(s); and*

WHEREAS, a change or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The original Contract dated March 30, 2018 and April 13, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment / Extension shall become effective on January 1, 2023.

3. EXTENSION.

The contract documents are hereby extended and shall run through December 31, 2027

4. AMENDMENT.

The Scope of Work in the original Contract is amended as follows:

Section 3 SCOPE item (3)(a through i) to read as follows:

In addition to the duties outlined and contained in supporting documents and above in Sections 1 and 2 of this contract the following additional terms have been agreed upon by the Parties:

- a. Solid Waste Collection and Solid Waste Disposal will pay \$46.75 the following per ton for organics.
- 2023 - \$59/ton processing cost with fuel indexes for transportation and off road diesel
 - 2024 - \$65/ton processing cost with fuel indexes for transportation and off road diesel
 - 2025 - \$70/ton processing cost with fuel indexes for transportation and off road diesel
 - 2026 - \$70/ton processing cost with fuel indexes for transportation and off road diesel
 - 2027 - \$70/ton processing cost with fuel indexes for transportation and off road diesel
- b. Solid Waste Collection will deliver residential organics to the designated transfer station for Barr-Tech.
- c. Solid Waste Disposal will have Barr-Tech pick up self-hauled organics at the Waste to Energy Plant and haul to their main facility.
- d. To accommodate seasonal fluctuations in material, Barr-Tech agrees to provide the City with an on-site additional trailer for material to be loaded by the City. Alternatively, with 48 hours' notice from City, Barr-Tech agrees to provide a dedicated driver and trailer to live load material.
- e. No commercial food waste will be collected and delivered to ~~either~~ Barr-Tech's transfer station ~~or main facility~~.
- ~~(e) "BarrTech may request a price adjustment annually in writing based on the CPI of the previous year" due to above pricing.~~
- f. Barr-Tech agrees to work with the City to provide processing and disposal for "uncontaminated / clean" commercial food waste in accordance with this contract and pursuant to any future rules and regulations as established under the recent "Organics Management Law (House Bill 1799)"; price and acceptance will depend on unknown contamination levels.
- g. All residential and self-hauled organic waste collected by either department will be delivered to a Barr-Tech facility.
- h. The City acknowledges that Barr-Tech cannot guarantee continued use of its current Transfer Station due to a newly adopted permitting regulation. A State Environmental Policy Act (SEPA) review is required and is in-process but may not be finalized before the contract extension is finalized.
- i. Off-Highway Diesel Fuel Adjustment will be added to the pay structure as outlined in Section 4b.

Section 4 - FUEL ADJUSTMENT – SURCHARGES

- a. On-Highway: In the event that during the term of this Agreement, on-highway

diesel fuel prices rise to over \$3.00 a gallon, then for every five (5) cents that diesel prices increase in excess of the \$3.00 per gallon, the City will pay Barr-Tech \$1.00 per five cent increment per roundtrip (see Exhibit C). A monthly average price per gallon will be used based off of the US Energy Information and Administration reports for “West Coast less California” diesel prices (www.eia.gov). The fuel charges will be itemized and included on the regular monthly bill for each department. The Fuel Adjustment Surcharge will be firm for a period of three (3) years after which time can be renegotiated. Renegotiations can be initiated in writing by either party.

b. Off-Highway: In the event that during the term of this Agreement, off-highway diesel fuel prices rise to over \$3.00 a gallon, a monthly average price per gallon will be used based off of the US Energy Information and Administration reports for “West Coast less California” diesel prices (www.eia.gov) less applicable state and federal excise tax (currently \$0.738 = \$0.494 state tax + \$0.244 federal tax). The difference in \$3.00 and the monthly average, minus applicable taxes, will be added as a fuel surcharge for every ton received. The fuel charges will be itemized and included on the regular monthly bill for each department. The Fuel Adjustment Surcharge will be firm for a period of three (3) years after which time can be renegotiated. Renegotiations can be initiated in writing by either party.

5. COMPENSATION.

The City shall pay an additional amount not to exceed an annual expenditure for 2023 is **ONE MILLION NINE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,950,000)**, which consists of **ONE MILLION THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,325,000)** for Solid Waste Collection; **SIX HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$625,000)** for Solid Waste Disposal. In the fifth and final year, this contract could possibly reach **TWO MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,800,000)**, which consists of **ONE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,900,000)** for Solid Waste Collection; **NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000)** for Solid Waste Disposal for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension, 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 / Extension by having legally-binding representatives affix their signatures below.

BARR-TECH, LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

See attached

U2022-092b

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability Committee

Submitting Department	Solid Waste Collection & Disposal Departments
Contact Name & Phone	Chris Averyt / 509.625.6540
Contact Email	caveryt@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract Extension with Barr-Tech, LLC
Summary (Background)	<ul style="list-style-type: none"> • Curbside yard waste collection started in 1997 with 5,000 customers, currently has over 38,000 customers, and is still growing. • In July 2010, the city expanded the yard waste program to include food scraps and food-soiled paper products. • RFP #17-4420 was issued for transporting, processing and composting organic materials collected from curbside yard waste collection subscribers or self-hauled to the Waste to Energy Facility. It was sent to 21 firms that provide services in the solid waste industry. Barr-Tech, LLC was the only response received and met all qualifications as set forth in the RFP. • A five-year contract, with option to extend for one (1) additional five-year period, was approved in early 2018. The current contract expires December 31, 2022. • A contract extension will allow the Solid Waste Collection and Disposal Departments to continue to divert materials out of the main waste stream which creates a positive environmental impact. • This contract extension complies with the Department of Agriculture’s restrictions on shipments of organics and the rules and regulations set forth in House Bill 1799 for Organics Material Management. • Contract terms have been renegotiated and are agreeable to both parties. Revised pricing for the five-year extension: <ul style="list-style-type: none"> - 2023 - \$59/ton processing cost - 2024 - \$65/ton processing cost - 2025 - \$70/ton processing cost - 2026 - \$70/ton processing cost - 2027 - \$70/ton processing cost - No annual CPI adjustments - Price increases are due to inflationary increases in labor, equipment, and capital infrastructure investments. - An “on highway” and “off highway” fuel surcharge will be billed when diesel prices reach over \$3.00 per gallon (based on the monthly average listed on www.eia.gov for “West Coast less California”). The “on highway” fuel surcharge will be charged at \$1.00 per five cent increment per round trip. The “off highway” fuel surcharge will be charged at the

	difference between \$3.00 and the monthly average, minus state and federal tax, per ton.
Proposed Council Action & Date:	Council Consent on 12.12.2022
<p>Fiscal Impact: <u>Total Cost: Estimated annual expenditure for 2023 is \$1,950,000 (\$1,325,000 for Solid Waste Collection; \$625,000 for Solid Waste Disposal). In future years, the annual expenditure will increase based on the new pricing structure and annual growth. Other factors, such as seasonal weather conditions, may affect the costs of this contract. In the fifth and final year, this contract could possibly reach \$2,800,000 (\$1,900,000 for Solid Waste Collection; \$900,000 for Solid Waste Disposal).</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Solid Waste Collection & Disposal Department’s Operating Budgets</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Revenue is generated from from green cart monthly subscriptions and tonnage self-hauled to the WTE Facility. This revenue offsets the costs associated with this contract.</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities? N/A</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>Tonnage collected monthly and annually is monitored and compared for growth trends. Reports in FMS are available to compare revenue earned from green cart subscribers and self-hauled to the WTE Facility against expenditures to operate this program for both departments.</p>	
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>Comprehensive Plan - NE 5.4 PROFIT FROM WASTE: Recruit industries that can make use of and profit from Spokane’s solid waste in a manner that minimizes or mitigates environment.</p> <p>Comprehensive Plan - CFU 5.5 WASTE REDUCTION AND RECYCLING: Provide integrated, efficient, and economical solid waste management services in a manner that encourages and promotes waste reduction and recycling and minimizes environmental and public health impacts.</p>	



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	12/7/2022
Clerk's File #	CPR 2022-0002
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	LEONARD DAVIS 625-6028
Contact E-Mail	LDAVIS@SPOKANECITY.ORG
Agenda Item Type	Claim Item
Agenda Item Name	5600-CLAIMS-2022

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 12/2/2022. Total:\$13,509,758.56 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$12,974,179.61.

Summary (Background)

Pages 1-50 Check numbers: 590591 - 590740 ACH payment numbers: 110014 - 110252 On file for review in City Clerks Office: 50 Page listing of Claims Note:

Lease? NO	Grant related?	Public Works? NO
Fiscal Impact		Budget Account
Expense \$ 12,974,179.61		# Various
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	MURRAY, MICHELLE	Study Session\Other	
Division Director	WALLACE, TONYA	Council Sponsor	
Finance	MURRAY, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

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APPROVAL FUND SUMMARY

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FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	428,997.19
1100	STREET FUND	281,519.39
1200	CODE ENFORCEMENT FUND	13,421.38
1300	LIBRARY FUND	66,537.29
1380	TRAFFIC CALMING MEASURES	230.00
1400	PARKS AND RECREATION FUND	90,360.51
1425	AMERICAN RESCUE PLAN	50,106.00
1460	PARKING METER REVENUE FUND	7,915.42
1560	FORFEITURES & CONTRIBUTION FND	1,034.02
1590	HOTEL/MOTEL TAX FUND	575,596.28
1620	PUBLIC SAFETY & JUDICIAL GRANT	6,190.68
1625	PUBLIC SAFETY PERSONNEL FUND	8,880.62
1630	COMBINED COMMUNICATIONS CENTER	3,072.04
1640	COMMUNICATIONS BLDG M&O FUND	2,182.92
1680	CD/HS OPERATIONS	11,929.38
1940	CHANNEL FIVE EQUIPMENT RESERVE	790.84
1950	PARK CUMULATIVE RESERVE FUND	2,220.86
1970	FIRE/EMS FUND	158,866.37
1980	DEFINED CONTRIBUTION ADMIN FND	38.89
3200	ARTERIAL STREET FUND	19,761.70
4100	WATER DIVISION	421,140.31
4250	INTEGRATED CAPITAL MANAGEMENT	2,771,459.22
4300	SEWER FUND	745,738.19
4480	SOLID WASTE FUND	310,087.22
4600	GOLF FUND	15,948.24
4700	DEVELOPMENT SVCS CENTER	40,898.10
5100	FLEET SERVICES FUND	415,662.26
5200	PUBLIC WORKS AND UTILITIES	27,545.08
5300	IT FUND	198,853.85
5310	IT CAPITAL REPLACEMENT FUND	226,252.91
5400	REPROGRAPHICS FUND	5,678.05
5500	PURCHASING & STORES FUND	8,902.89
5600	ACCOUNTING SERVICES	27,106.32
5700	MY SPOKANE	10,818.15
5750	OFFICE OF PERFORMANCE MGMT	10,494.35
5800	RISK MANAGEMENT FUND	29,316.43
5810	WORKERS' COMPENSATION FUND	4,245.78
5820	UNEMPLOYMENT COMPENSATION FUND	84.18
5830	EMPLOYEES BENEFITS FUND	1,641,149.95
5900	FACILITIES MANAGEMENT FUND OPS	51,166.86
5902	PROPERTY ACQUISITION POLICE	110,412.92
5903	PROPERTY ACQUISITION FIRE	6,316.07
6060	EMPLOYEES' RETIREMENT FUND	2,485.77
6070	FIREFIGHTERS' PENSION FUND	19,171.75
6080	POLICE PENSION FUND	196,124.58
6255	LAW ENFORCEMENT RECORDS MGMT	29,977.00
6920	CLAIMS CLEARING FUND	100.00
6960	SALARY CLEARING FUND NEW	2,638,994.18
	TOTAL:	11,695,782.39

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CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	1,311.81		
00590591	GOVERNMENTJOBS COM INC	66,538.32		
00590592	LILAC BLOOMSDAY ASSOCIATION	40,000.00		
00590593	WASHINGTON LEOFF	4,934.86		
00590594	ZACHARY ZAPPONE	200.50		
00590595	CANON FINANCIAL SERVICES INC	927.80		
00590596	DGT ENTERPRISES LLC	10,160.00		
00590597	DIRECT AUTOMOTIVE DISTRIBUTI	175.30		
00590598	IRON HORSE LLC	359,076.29		
00590599	GARRETT T JONES	118.50		
00590600	US FOODS INC	76.00		
00590601	ANTHONY BOURUS	1,500.00		
00590602	WEST COAST GRANITE	1,500.00		
00590603	WINSTON & CASHATT LAWYERS	13,876.24		
00590604	RYAN DEPONTY	144.62		
00590605	RYAN DEPONTY	178.45		
00590606	HOWARD S WRIGHT	500.00		
00590607	UNICORDIA LLC	65.00		
00590608	THE BEAUTY AND THE STYLIST	120.00		
00590609	O'REILLY AUTOMOTIVE STORES I	152.64		
00590610	PET EMERGENCY CLINIC	1,652.57		
00590611	PITNEY BOWES	1,000.00		
00590612	ROBIDEAUX MOTORS CO INC	54,689.00		
00590613	SAFETY KLEEN CORPORATION	1,811.39		
00590614	SPOKANE CITY TREASURER	110.00		
00590615	SPOKANE CITY TREASURER	742.89		
00590616	SPOKANE COUNTY LIBRARY	46,796.51		
00590617	US BANK	18,773.71		
00590618	US POSTMASTER	1,000.00		
00590619	WA STATE DEPT OF LICENSING	4,641.00		
00590620	WA STATE DEPT OF LICENSING	16,212.00		
00590621	ANTHONY WILLIAMS	56.34		
00590622	CENTURYLINK			115.34
00590623	COMCAST			72.38
00590624	EASTERN WASHINGTON ATTORNEY			45.00
00590625	LARS ERPENBACH			100.00
00590626	INLAND EMPIRE FIRE PROTECTIO			252.00
00590627	INLAND EMPIRE GOLF COURSE			319.30
00590628	BEST WESTERN DOWNTOWN			559.00
00590629	PEROVICH PARTNERS INC			79.76
00590630	WA STATE DEPT OF AGRICULTURE			100.00
00590681	ADAMS TRACTOR CO INC	1,302.30		
00590682	CENTURYLINK	594.09		
00590683	NORFOLK IRON & METAL CO	1,062.04		
00590684	DIRECT AUTOMOTIVE DISTRIBUTI	437.92		
00590685	HI-LINE ELECTRIC CO	759.78		
00590686	INDUSTRIAL WELDING CO INC	33,424.17		
00590687	JOURNAL TECHNOLOGIES INC	225,000.00		
00590688	CHRISTINE LINDMEYER	230.00		
00590689	C & N HOMES SERVICES LLC	242.00		
00590690	CITY OF SPOKANE	210.00		
00590691	MOUNTAIN VIEW HOMES	2,400.00		
00590692	MOUNTAIN VIEW HOMES	1,232.00		

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CITY OF SPOKANE
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00590693	CAMERON-REILLY LLC	3,485.00		
00590694	TDR DEVELOPMENT LLC	10,272.00		
00590695	SETH MAEFSKY	1,048.50		
00590696	MAINSTREAM ELECTRIC LLC	70.00		
00590697	MAINSTREAM ELECTRIC LLC	15.00		
00590698	MAINSTREAM ELECTRIC LLC	30.00		
00590699	MAINSTREAM ELECTRIC LLC	15.00		
00590700	MAINSTREAM ELECTRIC LLC	15.00		
00590701	ATLAS BOILER CO	40.00		
00590702	DAVID JOSEPH KAMMERER	150.00		
00590703	MOBILITY CONCEPTS	88.00		
00590704	DARREN LEHMAN	13.10		
00590705	LINDSEY JENNINGS	5.60		
00590706	ALLEN WIEMER	12.50		
00590707	BRENDA CLARK	17.60		
00590708	MARIANNE BORNHOFT	5.90		
00590709	MICHAEL MERKELBACH	148.70		
00590710	NORTH SPOKANE IRRIGATION	31.51		
00590711	O'REILLY AUTOMOTIVE STORES I	221.64		
00590712	BRANDON PASCHAL	552.84		
00590713	ROTO-ROOTER/DIV OF	922.65		
00590714	SPOKANE REGIONAL CLEAN AIR	85,974.59		
00590715	SPOKANE REGIONAL CLEAN AIR	9,568.57		
00590716	TRUCKPRO HOLDING CORPORATION	344.78		
00590717	T-MOBILE	91.71		
00590718	T-MOBILE	470.94		
00590719	WAXIE SANITARY SUPPLY	702.53		
00590720	CH2M HILL ENGINEERS INC	105,130.43		
00590721	CHILD SUPPORT SERVICES	938.16		
00590722	WA ESD BEN OVERPAYMENT	279.32		
00590723	HUMAN RESOURCES	821.50		
00590724	ICMA RETIREMENT TRUST 457	436,942.80		
00590725	ICMA RETIREMENT TRUST 457 LO	47,831.61		
00590726	ING LIFE INSURANCE & ANNUITY	121,957.47		
00590727	HARRY LOCHRIDGE	100.00		
00590728	NEW JERSEY SUPPORT PAYMENT	162.50		
00590729	OFFICE OF THE ATTORNEY GENER	200.00		
00590730	PEOPLE QUALIFIED COMMITTEE	7.00		
00590731	PRE-PAID LEGAL SERVICES INC	353.16		
00590732	ROBIDEAUX MOTORS CO INC	54,689.00		
00590733	STATE DISBURSMENT UNIT	862.60		
00590734	UNITED STATES TREASURY	12.50		
00590735	US BANK OR CITY TREASURER	2,017,410.92		
00590736	VOYA FINANCIAL LOAN REPAYMEN	362.28		
00590737	WA GET PROGRAM	345.00		
00590738	WA STATE SUPPORT REGISTRY OR	16,581.91		
00590739	WESTERN STATES POLICE MEDICA	1,950.00		
00590740	WSCCCE, AFSCME, AFL-CIO	438.19		
80110014	COEUR D'ALENE SERVICE STATIO	11,102.49		
80110015	CONSOR NORTH AMERICA INC	107,066.05		
80110016	CONVERSATIONS WITH KIANTHA L	4,480.00		
80110017	DELTA DENTAL OF WASHINGTON	34,729.85		
80110018	DIVCO INC	1,783.16		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80110019	EASTSIDE ELECTRIC MOTORS	836.28		

80110020	ENTERPRISE FM TRUST	1,324.35	
80110021	FIRE CONTROL SPRINKLER SYSTE	1,079.10	
80110022	LARIVIERE INC	296,485.05	
80110023	BART LOGUE	44.00	
80110024	MARK ANDY INC	1,537.72	
80110025	ORACLE AMERICA INC	53,989.88	
80110026	RIVER PARK SQUARE LLC	800.00	
80110027	BRANDSAFWAY SERVICES INC	19,645.74	
80110028	MATT HOUSTON	500.00	
80110029	SOLID WASTE SYSTEMS INC	30,262.41	
80110030	TC SHERRY & ASSOCIATES PS db	825.00	
80110031	STRUCTURED COMMUNICATION	6,000.00	
80110032	TOBY'S BODY & FENDER INC	14,275.44	
80110033	US BANK TRUST NA	125,000.00	
80110034	WEAR-TEK INC	13,555.07	
80110035	LUVIMAE P OMANA	38.50	
80110036	ALSCO DIVISION OF ALSCO INC	103.02	
80110037	NORTHWEST INDUSTRIAL SERVICE		12,320.00
80110038	AMERIGAS PROPANE LP	1,315.97	23.44
80110039	ANYTIME TOWING & RECOVERY	1,013.70	
80110040	ARAMARK UNIFORM SERVICES	96.16	
80110041	AVISTA CORPORATION	963.72	
80110042	AVISTA UTILITIES		44,395.70
80110043	BATTERY SYSTEMS INC	1,632.73	
80110044	CARAHSOFT TECHNOLOGY CORP	2,944.62	
80110045	COLEMAN OIL COMPANY LLC	2,825.15	
80110046	CONNELL OIL INC	24,018.19	
80110047	CONTRACT DESIGN ASSOCIATES I	5,864.30	
80110048	CONTROL SOLUTIONS NW INC	1,723.09	
80110049	COPPER STATE BOLT & NUT CO	333.99	
80110050	CREEK AT QUALCHAN GOLF COURS		310.67
80110051	CUMMINS NORTHWEST LLC	1,262.18	
80110052	DELL MARKETING LP	2,742.69	
80110053	DESAUTEL HEGE COMMUNICATIONS		1,700.00
80110054	GWP HOLDINGS LLC	590.56	
80110055	FASTENAL CO	4,052.98	
80110056	ENCORE VENTURES LLC	174.40	
80110057	FEDERAL EXPRESS CORP/DBA FED	13.46	
80110058	GORLEY LOGISTICS LLC	384.17	
80110059	FIREPOWER INC	130.80	
80110060	GALLS LLC	16,600.16	
80110061	GARCO CONSTRUCTION INC		390,667.43
80110062	GORDON TRUCK CENTERS INC DBA	5,240.11	
80110063	GRADOVILLE ACTIVE TRAINING L	3,750.00	
80110064	GRAINGER INC	1,387.72	
80110065	GUNARAMA WHOLESALE INC	4,857.81	
80110066	AMY GUREL		126.00
80110067	HERC RENTALS INC		338.90
80110068	TROY ALAN GESSNER	27,086.50	
80110069	IVOXY CONSULTING INC	14,000.00	
80110070	JAY CONDIOTTI		189.00
80110071	KAISER FOUNDATION HEALTH PLA	98,976.49	

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CITY OF SPOKANE
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80110072	KENWORTH SALES COMPANY	3,651.47		
80110073	KERSHAW INC	228.21		
80110074	MAGNET FORENSICS USA INC	3,809.56		
80110075	MICHAEL TERRELL LANDSCAPE			3,640.00
80110076	MOTION AUTO SUPPLY	48.12		

80110077	NAPA AUTO PARTS	610.94	
80110078	NATIONAL COLOR GRAPHICS INC		507.94
80110079	PACWEST MACHINERY LLC	7,324.59	
80110080	PLANET TURF		251.91
80110081	RIVER CITY GLASS INC		1,427.92
80110082	SHAMROCK PAVING CO/DIV OF	218,915.88	
80110083	SHARP SHOOTING INDOOR RANGE	179.82	
80110084	MATT HOUSTON	1,575.00	
80110085	SNO VALLEY PROCESS SOLUTIONS		9,851.65
80110086	SPOKANE TREATMENT AND	8,996.50	
80110087	SPOKANE ARTS FUND		27,757.70
80110088	SPOKANE COUNTY TITLE CO		3,025.68
80110089	SPOKANE COUNTY TREASURER	9,281.50	
80110090	SPOKANE HARDWARE SUPPLY INC	1,531.84	
80110091	SPRAGUE PEST CONTROL/DIV OF		70.85
80110092	STANDARD DIGITAL PRINT CO IN		60.04
80110093	STANLEY CONVERGENT SECURITY		248.34
80110094	STARPLEX CORP	29,655.96	
80110095	STELLAR INDUSTRIAL SUPPLY IN	698.58	
80110096	STERICYCLE INC	1,473.98	
80110097	THOMAS DEAN & HOSKINS INC		22,004.73
80110098	US BANK P CARD PAYMENTS	206,210.39	
80110099	VERIZON WIRELESS	415.34	3,826.00
80110100	WA ST DEPT OF ENTERPRISE	559.63	
80110101	WENDLE FORD NISSAN ISUZU	63.65	
80110102	WCP SOLUTIONS	189.44	
80110103	AUCA WESTERN FIRST AID &	96.30	
80110104	WILDROSE LTD dba		199.31
80110105	YWCA	7,306.12	
80110106	MICHAEL CAMBARERI		82.50
80110107	JASON KEEN	2,300.00	
80110108	BEACON SERVICE INC	838.83	
80110109	BETTER HEALTH TOGETHER	276,141.63	
80110110	CATHOLIC CHARITIES	151,512.74	
80110111	COMMUNITY HEALTH ASSOCIATION	11,797.60	
80110112	CONTROL SOLUTIONS NW INC	3,024.74	
80110113	GALLS LLC	839.72	
80110114	GOODWILL INDUSTRIES OF THE	238,819.34	
80110115	KAISER FOUNDATION HEALTH PLA	103,702.79	
80110116	GEOCKO INC.	2,358.53	
80110117	MCKINSTRY CO LLC		474.15
80110118	PIONEER HUMAN SERVICES	37,357.32	
80110119	PREMERA BLUE CROSS OR	450,659.24	
80110120	SECOND HARVEST FOOD BANK OF	3,452.16	
80110121	SPOKANE NEIGHBORHOOD ACTION	19,787.14	
80110122	TRANSITIONS DBA TRANSITIONAL	32,681.48	
80110123	TRUTH MINISTRIES OF SPOKANE	52,102.00	
80110124	US BANK OR CITY TREASURER	29,181.01	

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CITY OF SPOKANE

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80110125	VOLUNTEERS OF AMERICA OF	236,022.81		
80110126	WEST CENTRAL COMMUNITY	9,305.45		
80110127	YWCA	204,698.52		
80110128	ACTION MATERIALS	1,493.89		
80110129	ALLIANT INSURANCE SERVICES I	9,050.00		
80110130	AMERICAN RADIATOR INC	121.66		
80110131	AVISTA UTILITIES	32.88		
80110132	BATTERY SYSTEMS INC	445.15		
80110133	BLX GROUP LLC	2,500.00		

80110134	CINTAS CORPORATION NO 3	1,162.44
80110135	COLEMAN OIL COMPANY LLC	49,808.19
80110136	CONSOLIDATED SUPPLY CO	1,957.99
80110137	CONTRACT DESIGN ASSOCIATES I	2,808.84
80110138	CUMMINS NORTHWEST LLC	11,823.03
80110139	GWP HOLDINGS LLC	1,070.11
80110140	EVERGREEN STATE TOWING LLC	709.59
80110141	FASTENAL CO	26.79
80110142	GORLEY LOGISTICS LLC	152.22
80110143	WINGFOOT COMMERCIAL TIRE	20,492.23
80110144	GORDON TRUCK CENTERS INC DBA	38,308.74
80110145	H D FOWLER COMPANY	1,513.71
80110146	ARCHBRIGHT INC	777.00
80110147	HRA VEBA TRUST	58,155.75
80110148	INLAND PACIFIC HOSE & FITTIN	325.01
80110149	INSIGHT DISTRIBUTING INC	1,373.17
80110150	KEN DAVIS LAWN & TREE CARE I	1,635.00
80110151	KENWORTH SALES COMPANY	17,105.13
80110152	LEMBECK APPRAISAL & CONSULTI	3,000.00
80110153	L&T TRUCK DRIVER TRAINING IN	2,800.00
80110154	MARK ANDY INC	1,537.72
80110155	MATRIX CONSULTING GROUP LTD	49,000.00
80110156	MOSS-ADAMS LLP	630.00
80110157	MOTION AUTO SUPPLY	429.48
80110158	NAPA AUTO PARTS	1,426.87
80110159	LEGEND INVSTMENTS CORP	817.50
80110160	NEPTUNE TECHNOLOGY GROUP INC	1,512.93
80110161	NORCO INC	78.04
80110162	NORLIFT INC	3,562.98
80110163	NORTHWEST OPEN ACCESS NETWOR	3,600.00
80110164	ONE SOURCE PARTS LLC	1,602.96
80110165	OWEN EQUIPMENT CO	2,263.61
80110166	PACIFIC NW EMERGENCY EQUIPME	185.06
80110167	PACWEST MACHINERY LLC	24,239.84
80110168	PAPE MACHINERY INC	8,517.58
80110169	PREMERA BLUE CROSS	68,169.40
80110170	REHN & ASSOCIATES	1,500.00
80110171	RIVER PARK SQUARE LLC	800.00
80110172	ROBERT HALF INTERNATIONAL IN	8,935.63
80110173	SHAMROCK PAVING CO/DIV OF	63,449.00
80110174	SHI CORP	1,100.72
80110175	SISTER CITIES ASSN OF SPOKAN	4,194.99
80110176	SITEONE LANDSCAPE SUPPLY LLC	383.38
80110177	SOLID WASTE SYSTEMS INC	25,666.03

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CITY OF SPOKANE
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80110178	SPOKANE COUNTY TREASURER	125.00		
80110179	SPOKANE COUNTY HUMAN RIGHTS	432.00		
80110180	SPOKANE FIRE FIGHTERS BENEFI	740,556.13		
80110181	SPOKANE HOUSE OF HOSE INC	259.31		
80110182	SPOKANE PUBLIC FACILITIES	575,596.28		
80110183	SPRAY CENTER ELECTRONICS INC	2,813.21		
80110184	BRAD L WHITE	7,292.53		
80110185	TENNANT SALES & SERVICE	3,857.76		
80110186	THOMSON WEST	4,767.68		
80110187	TITAN TRUCK EQUIPMENT	1,016.93		
80110188	TRANSPORT EQUIPMENT INC	2,095.53		
80110189	TRUE SEALS LLC	459.67		
80110190	VALMONT INDUSTRIES INC	19,761.70		

80110191	VERIZON WIRELESS	5,121.02	
80110192	VICTOR J GIAMPIETRI II	1,200.00	
80110193	WENDLE FORD NISSAN ISUZU	4,974.48	
80110194	WESTERN STATES EQUIPMENT CO	93.26	
80110195	NICHOLAS ANTHONY FEDERICI	3,500.00	
80110196	SEAN M JUBINVILLE	304.00	
80110197	JUSTIN SHOGREN	191.00	
80110198	ACI NORTHWEST INC		269.78
80110199	ACTION MATERIALS	5,163.72	
80110200	ALLIED ENVELOPE	190.36	
80110201	ALS LABORATORY GROUP	512.00	
80110202	ALSCO DIVISION OF ALSCO INC		62.11
80110203	NORTHWEST INDUSTRIAL SERVICE	1,410.00	
80110204	AVISTA UTILITIES	139,357.09	
80110205	SPOKANE FIRE FIGHTERS BENEFI	14,769.77	
80110206	CPM DEVELOPMENT CORP DBA	247.60	
80110207	COMCAST	4,706.35	
80110208	CONSOLIDATED SUPPLY CO	251.44	
80110209	CONTRACT DESIGN ASSOCIATES I	2,041.93	
80110210	COPIERS NORTHWEST INC	72.59	
80110211	CORBIN SENIOR ACTIVITY CENTE		2,612.50
80110212	CORE & MAIN LP	3,334.74	
80110213	DELTA DENTAL OF WASHINGTON	47,073.84	
80110214	DEVRIES INFORMATION MANAGEME	8.55	
80110215	DIGNITARY PROTECTION TEAM FU	135.00	
80110216	EDU MEMBERSHIP FUND	20.00	
80110217	ENVIRONMENTAL RESOURCE	247.88	
80110218	FASTENAL CO	1,571.03	
80110219	FERGUSON ENTERPRISES INC	292.72	
80110220	GORLEY LOGISTICS LLC	43.49	
80110221	FINANCIAL CONSULTING SOLUTIO	1,410.00	
80110222	FIREPOWER INC		163.50
80110223	BUSINESS INTERIORS OF IDAHO	656.11	
80110224	GROUNDWATER SOLUTIONS INC	4,049.15	
80110225	POLICE GUILD LEGAL DEFENSE	632.00	
80110226	HATCH ASSOCIATES CONSULTANTS	35,433.96	
80110227	INFINITE INNOVATIONS LLC	6,305.00	
80110228	INLAND POWER & LIGHT CO	245.40	
80110229	HOME DEPOT USA INC	92.85	
80110230	INT'L ASSN OF FIREFIGHTERS/	62,873.59	

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80110231	K & L GATES LLP	53,980.70		
80110232	KAISER FOUNDATION HEALTH PLA	134,136.32		
80110233	LT & CAPT ASSOCIATION	2,130.00		
80110234	LT & CAPT ASSOCIATION - LTD	715.00		
80110235	LTS & CPTS LEGAL DEFENSE FUN	44.00		
80110236	M & P ASSOCIATION	3,027.99		
80110237	MCKINSTRY CO LLC			823.40
80110238	SPOKANE POLICE GUILD	24,551.51		
80110239	REHN & ASSOCIATES	20,342.24		
80110240	SINTO SENIOR CENTER			6,434.17
80110241	SPOKANE POLICE BENEFIT ASSOC	577.50		
80110242	SPOKANE POLICE CHAPLAIN	3,120.50		
80110243	SPOKANE POLICE K-9 MEMBERSHI	90.00		
80110244	SPOKANE POLICE GUILD FRATERN	879.87		
80110245	SPRAGUE PEST CONTROL/DIV OF			70.85
80110246	SPOKANE POLICE SWAT TEAM	370.00		
80110247	SPOKANE POLICE TACTICAL TEAM	623.00		

80110248 UNITED WAY	343.50	
80110249 US BANK TRUST NA	992,294.52	
80110250 WA ST COUNCIL OF CITY & COUN	28,500.72	
80110251 WA STATE DEPT OF ECOLOGY	2,341,992.42	
80110252 WSF LLC	165.25	
	-----	-----
	12,974,179.61	535,578.95
		=====
	CITYWIDE TOTAL:	13,509,758.56

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

ARCHBRIGHT INC	LEGAL SERVICES ACH PMT NO. - 80110146	777.00
CONVERSATIONS WITH KIANTHA LLC KIANTHA DUNCAN	CONTRACTUAL SERVICES ACH PMT NO. - 80110016	4,480.00
MATRIX CONSULTING GROUP LTD	CONTRACTUAL SERVICES ACH PMT NO. - 80110155	49,000.00
SISTER CITIES ASSN OF SPOKANE	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80110175	4,194.99
SPOKANE COUNTY HUMAN RIGHTS TASK FORCE	OTHER MISC CHARGES ACH PMT NO. - 80110179	432.00
SPOKANE COUNTY LIBRARY DISTRICT	CONTRACTUAL SERVICES CHECK NO. - 00590616	46,796.51
SPOKANE TREATMENT AND RECOVERY SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80110086	8,996.50
THE BEAUTY AND THE STYLIST SAMANTHA BOLLMAN	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00590608	120.00
UNICORDIA LLC PERIVERZOV FROL	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00590607	65.00
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00590617	765.06-
TOTAL FOR 0020 - NONDEPARTMENTAL		114,096.94

0030 - POLICE OMBUDSMAN

BART LOGUE	PER DIEM ACH PMT NO. - 80110023	44.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	275.00
LUVIMAE P OMANA	PER DIEM ACH PMT NO. - 80110035	38.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	1,717.80
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	50.98
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80110098	400.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80110098	964.14

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	1,222.13
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VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80110099	127.80

TOTAL FOR 0030 - POLICE OMBUDSMAN		----- 4,840.35
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0100 - GENERAL FUND

CAMERON-REILLY LLC 309 N PARK RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00590693	3,485.00
DAVID JOSEPH KAMMERER 7415 N KETTLE CT	PERMIT REFUNDS PAYABLE CHECK NO. - 00590702	150.00
MOUNTAIN VIEW HOMES 15202 E SPRAGE AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00590692	3,632.00
TDR DEVELOPMENT LLC 3025 S GEIGER BLVD	PERMIT REFUNDS PAYABLE CHECK NO. - 00590694	10,272.00
US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80110098	161,794.92-

TOTAL FOR 0100 - GENERAL FUND		----- 144,255.92-
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0230 - CIVIL SERVICE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	780.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	3,742.34
US BANK P CARD PAYMENTS	IF IT REPLACEMENT ACH PMT NO. - 80110098	119.89
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80110098	292.48
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	113.91
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80110098	458.00
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO. - 80110098	637.78
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	3,958.31
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80110099	85.20

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0230 - CIVIL SERVICE		----- 10,187.91
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0260 - CITY CLERK

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
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% FIRST NATIONAL BANK OF MD	CHECK NO. - 00590724	280.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	1,951.92
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80110098	47.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	1,834.58
TOTAL FOR 0260 - CITY CLERK		4,113.50

0300 - HUMAN SERVICES

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00590617	46.10
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80110098	1,225.00
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80110098	269.89
TOTAL FOR 0300 - HUMAN SERVICES		1,540.99

0320 - COUNCIL

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	1,250.00
NICHOLAS ANTHONY FEDERICI	PROFESSIONAL SERVICES ACH PMT NO. - 80110195	3,500.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	4,509.43
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	214.90
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80110098	50.05
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	5,129.41
WA STATE DEPT OF REVENUE	OTH DUES/SUBSCRIPTNS/MEMBERSHP -	1.17

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ZACHARY ZAPPONE	PER DIEM CHECK NO. - 00590594	200.50
TOTAL FOR 0320 - COUNCIL		14,855.46

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	505.00
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US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	2,939.54
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80110098	2,509.53
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80110098	315.17
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	102.43
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80110098	57.42
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	3,296.97
TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		9,726.06

0370 - ENGINEERING SERVICES

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80110204	521.14
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00590596	50.00
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80110059	130.80
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	3,153.06
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	17,333.37
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80110098	1,204.49
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	387.39
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80110098	1,972.55

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80110098	736.35
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	18,820.81
TOTAL FOR 0370 - ENGINEERING SERVICES		44,309.96

0410 - FINANCE

BLX GROUP LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80110133	2,500.00
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COMCAST	MOBILE BROADBAND ACH PMT NO. - 80110207	174.70
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	745.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00590617	3,734.78
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00590617	1,769.38-
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	3,008.22
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	378.05
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80110098	36.09
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	4,255.15

TOTAL FOR 0410 - FINANCE		13,062.61

0430 - GRANTS MANAGEMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	86.26
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	814.86
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	737.16

TOTAL FOR 0430 - GRANTS MANAGEMENT		1,638.28

0450 - NEIGHBHD HOUSING HUMAN SVCS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	175.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	1,105.36
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	1,218.12
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80110099	42.60

TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS		2,541.08

0470 - HISTORIC PRESERVATION

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
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% FIRST NATIONAL BANK OF MD	CHECK NO. - 00590724	160.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	581.50
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80110098	78.15
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	769.07
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80110099	42.60
TOTAL FOR 0470 - HISTORIC PRESERVATION		----- 1,631.32

0480 - OFFICE OF CIVIL RIGHTS

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	233.18
TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS		----- 233.18

0500 - LEGAL

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	1,700.00
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS ACH PMT NO. - 80110186	4,767.68
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00590617	22.31
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00590617	0.16-

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	12,677.46
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80110098	9,777.01
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	406.74
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	12,747.41
YWCA	PROFESSIONAL SERVICES ACH PMT NO. - 80110105	7,306.12
TOTAL FOR 0500 - LEGAL		----- 49,404.57

0520 - MAYOR

CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80110047	2,523.82
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ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	200.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	1,150.86
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80110098	211.90
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	118.38
US BANK P CARD PAYMENTS	OTHER MISC CHARGES ACH PMT NO. - 80110098	482.84
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	1,631.47
TOTAL FOR 0520 - MAYOR		6,319.27

0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	75.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	923.33
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	128.11
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80110098	784.50
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US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	917.90
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	70.61
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		2,899.45

0560 - MUNICIPAL COURT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	1,820.00
PITNEY BOWES	POSTAGE CHECK NO. - 00590611	1,000.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00590617	138.32
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	7,009.68
US BANK P CARD PAYMENTS	CELL PHONE ACH PMT NO. - 80110098	69.78

US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80110098	9.95
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80110098	70.84
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	195.37
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80110098	33.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	11,831.00
TOTAL FOR 0560 - MUNICIPAL COURT		22,177.94

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	160.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	561.06
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	769.65
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		1,490.71

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0620 - HUMAN RESOURCES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	322.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	1,581.14
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	279.25
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO. - 80110098	75.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	1,806.22
TOTAL FOR 0620 - HUMAN RESOURCES		4,064.11

0650 - PLANNING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	895.00
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80110174	66.70
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	4,298.07

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80110098	237.37
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	52.54
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80110098	255.98
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80110098	425.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	5,457.42
TOTAL FOR 0650 - PLANNING SERVICES		----- 11,688.08

0680 - POLICE

ANYTIME TOWING & RECOVERY	TOWING EXPENSE ACH PMT NO. - 80110039	1,013.70
AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80110041	606.71

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA CORPORATION	UTILITY NATURAL GAS ACH PMT NO. - 80110041	357.01
BEACON SERVICE INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80110108	838.83
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80110207	2,914.70
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00590596	400.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80110057	7.67
GALLS LLC	CLOTHING ACH PMT NO. - 80110113	8,590.10
GALLS LLC	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80110060	8,398.16
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80110058	28.99
GRAINGER INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80110064	1,204.98
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80110064	182.74
GUNARAMA WHOLESALE INC	OPERATING SUPPLIES ACH PMT NO. - 80110065	118.80
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	75,231.14

MAGNET FORENSICS USA INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80110074	3,809.56
PET EMERGENCY CLINIC	VETERINARY SERVICES CHECK NO. - 00590610	1,652.57
REHN & ASSOCIATES SPOKANE CITY TREASURER	HRA-POST EMPLOYMENT ACH PMT NO. - 80110170	1,500.00
SPOKANE COUNTY TREASURER	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80110089	157.50
SPOKANE HARDWARE SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110090	1,531.84
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00590617	137.83
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00590617	12.54-
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	55,217.58

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	BACKGROUND CHECKS ACH PMT NO. - 80110098	554.82
US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80110098	158.65
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80110098	4,110.69
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	2,559.55
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80110098	4,877.14
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80110098	2,199.90
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80110098	419.78
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80110098	6,053.91
US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE ACH PMT NO. - 80110098	107.91
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80110098	228.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	34,022.52
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	219.64
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	20.52

WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00590593	1,810.60
WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00590739	975.00
YWCA	OPERATING RENTALS/LEASES ACH PMT NO. - 80110127	1,122.00
TOTAL FOR 0680 - POLICE		----- 223,328.50

0690 - COMMUNITY JUSTICE SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	915.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	3,609.26
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80110098	109.60-
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	43.55
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	4,738.52
TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		----- 9,196.73

0700 - PUBLIC DEFENDER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	1,190.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	6,949.05
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80110098	25.06
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80110098	30.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	659.79
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	8,797.10
TOTAL FOR 0700 - PUBLIC DEFENDER		----- 17,651.00

0750 - COMMUNITY/ECONOMIC DEV DVSN

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	175.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00590735	891.48
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80110098	219.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80110098	55.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	914.63
TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN		2,255.11

1100 - STREET FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00590596	1,870.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	4,206.00
LEGEND INVSTMENTS CORP DBA NATIONAL BARRICADE CO OF	CONTRACTUAL SERVICES ACH PMT NO. - 80110159	817.50
SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80110082	218,915.88
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	21,798.77
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	152.02
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80110098	2,747.56
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80110098	1,002.37
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80110098	327.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110098	789.82
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80110098	258.50
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	28,633.97
TOTAL FOR 1100 - STREET FUND		281,519.39

1200 - CODE ENFORCEMENT FUND

DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00590596	680.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	850.00

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	4,456.25
US BANK P CARD PAYMENTS	CELL PHONE ACH PMT NO. - 80110098	0.99
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80110098	972.05
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80110098	45.12

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80110098	28.51
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80110098	340.75
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	6,047.71
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		----- 13,421.38

1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	2,135.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00590617	166.94
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00590617	3.71-
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	15,318.75
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80110098	857.37
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80110098	1,120.62
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80110098	2,731.94
US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80110098	1,425.15
US BANK P CARD PAYMENTS	LIBRARY BOOKS/OTHER MATERIALS ACH PMT NO. - 80110098	608.06
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80110098	853.14
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80110098	1,633.50
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80110098	12,150.04

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80110098	22.86
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80110098	210.00
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO. - 80110098	111.07

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES ACH PMT NO. - 80110098	1,973.74
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80110098	1,080.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110098	3,552.73
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80110098	410.10
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	20,130.46
WA STATE DEPT OF REVENUE	CHEMICAL/LAB SUPPLIES -	41.88
WA STATE DEPT OF REVENUE	LIBRARY BOOKS/OTHER MATERIALS -	6.30
WA STATE DEPT OF REVENUE	RECREATIONAL SUPPLIES -	1.35
TOTAL FOR 1300 - LIBRARY FUND		66,537.29

1380 - TRAFFIC CALMING MEASURES

CHRISTINE LINDMEYER 1003 E SHASTA AVE	PHOTO RED FINES CHECK NO. - 00590688	230.00
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		230.00

1400 - PARKS AND RECREATION FUND

COMCAST	IT/DATA SERVICES ACH PMT NO. - 80110207	340.03
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00590596	1,200.00
GARRETT T JONES	PER DIEM CHECK NO. - 00590599	118.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	4,262.50
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00590617	219.30
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00590735	26,967.57
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80110098	2,958.49

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80110098	123.66
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80110098	200.05
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80110098	448.77
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80110098	2,789.78
US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT ACH PMT NO. - 80110098	2,162.98
US BANK P CARD PAYMENTS	ITEMS PURCHASED FOR INVENTORY ACH PMT NO. - 80110098	4,766.25
US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80110098	194.09
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80110098	3,078.30
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80110098	137.83
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	1,128.29
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80110098	7,560.19
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80110098	244.61
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES ACH PMT NO. - 80110098	2,154.77
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110098	598.06
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80110098	1,424.57
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80110098	1,379.49
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	25,810.29
WA STATE DEPT OF REVENUE	ADVERTISING -	17.55
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	2.46
WA STATE DEPT OF REVENUE	GENERAL REPAIRS/MAINT -	25.55

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO	
	-	22.01
WA STATE DEPT OF REVENUE	SMALL TOOLS	
	-	24.57
TOTAL FOR 1400 - PARKS AND RECREATION FUND		90,360.51

1425 - AMERICAN RESCUE PLAN

LILAC BLOOMSDAY ASSOCIATION	CONTRACTUAL SERVICES	
	CHECK NO. - 00590592	40,000.00
MOSS-ADAMS LLP	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80110156	630.00
ROBERT HALF INTERNATIONAL INC dba: ACCOUNTEMPS;OFFICETEAM	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80110172	8,935.63
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY	
	CHECK NO. - 00590735	268.96
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80110098	249.00
WA STATE DEPT OF REVENUE	REGISTRATION/SCHOOLING	
	-	22.41
TOTAL FOR 1425 - AMERICAN RESCUE PLAN		50,106.00

1460 - PARKING METER REVENUE FUND

ALLEN WIEMER 1504 W 16TH AVE	PARKING	
	CHECK NO. - 00590706	12.50
BRENDA CLARK PO BOX 116	IMMATERIAL PRIOR PERIOD ADJ	
	CHECK NO. - 00590707	17.60
DARREN LEHMAN 13705 E 21ST AVE	IMMATERIAL PRIOR PERIOD ADJ	
	CHECK NO. - 00590704	13.10
ENCORE VENTURES LLC DBA FASTSIGNS OF SPOKANE	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80110056	174.40
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80110057	5.79
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING	
	CHECK NO. - 00590724	570.00
LINDSEY JENNINGS 3124 W LONGFELLOW AVE	IMMATERIAL PRIOR PERIOD ADJ	
	CHECK NO. - 00590705	5.60
MARIANNE BORNHOFT 7016 S BROOKSHIRE	IMMATERIAL PRIOR PERIOD ADJ	
	CHECK NO. - 00590708	5.90

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MICHAEL MERKELBACH 314 E SHILOH HILLS DR	PARKING CHECK NO. - 00590709	148.70
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00590617	612.90
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	2,209.18
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80110098	99.76
US BANK P CARD PAYMENTS	LEGAL SERVICES ACH PMT NO. - 80110098	55.62
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80110098	45.12
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80110098	99.09
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	24.11
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80110098	785.45
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	3,030.60

TOTAL FOR 1460 - PARKING METER REVENUE FUND 7,915.42

1560 - FORFEITURES & CONTRIBUTION FND

SHI CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80110174	1,034.02
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TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND 1,034.02

1590 - HOTEL/MOTEL TAX FUND

SPOKANE PUBLIC FACILITIES DISTRICT	SPOKANE PUBLIC FACILITY DIST ACH PMT NO. - 80110182	575,596.28
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TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND 575,596.28

1620 - PUBLIC SAFETY & JUDICIAL GRANT

GUNARAMA WHOLESALE INC	MINOR EQUIPMENT ACH PMT NO. - 80110065	4,739.01
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ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	960.48
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY
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EMP BENEFITS (CITY)	CHECK NO. - 00590735	366.27
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	47.07
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00590593	77.85

TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		6,190.68
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1625 - PUBLIC SAFETY PERSONNEL FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	2,575.62
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590726	2,329.03
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	2,737.52
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	1,238.45

TOTAL FOR 1625 - PUBLIC SAFETY PERSONNEL FUND		8,880.62
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1630 - COMBINED COMMUNICATIONS CENTER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	78.75
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590726	9.40
SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80110180	1,000.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	1,505.68
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	478.21

TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		3,072.04
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1640 - COMMUNICATIONS BLDG M&O FUND

CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80110048	1,010.98
CONTROL SOLUTIONS NW INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110048	712.11

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MATT HOUSTON dba SKUNKWORKS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80110084	393.75
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	21.84

US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110098	44.24
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TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		2,182.92
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1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	693.74
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US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	5,417.06
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US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	5,818.58
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TOTAL FOR 1680 - CD/HS OPERATIONS		11,929.38
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1940 - CHANNEL FIVE EQUIPMENT RESERVE

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80110098	790.84
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TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE		790.84
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1950 - PARK CUMULATIVE RESERVE FUND

US BANK P CARD PAYMENTS	ARCHITECT AND ENGINEER SERV ACH PMT NO. - 80110098	585.91
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US BANK P CARD PAYMENTS	MACHINERY/EQUIPMENT ACH PMT NO. - 80110098	1,634.95
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TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND		2,220.86
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1970 - FIRE/EMS FUND

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80110036	103.02
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CITY OF SPOKANE ATTN: ERNEST WICKERT	PERMIT REFUNDS PAYABLE CHECK NO. - 00590690	210.00
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COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80110045	2,825.15
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COMCAST	IT/DATA SERVICES ACH PMT NO. - 80110207	460.23
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FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80110055	3,569.84
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FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110055	354.67
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FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80110055	128.47
GALLS LLC	CLOTHING ACH PMT NO. - 80110060	420.36
GALLS LLC	CLOTHING ALTERATIONS & REPAIRS ACH PMT NO. - 80110060	31.26
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80110142	507.40
GRADOVILLE ACTIVE TRAINING LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80110063	3,750.00
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	VEBA POST EMPLOYMENT ACH PMT NO. - 80110147	500.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	9,463.79
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590726	43,866.93
JASON KEEN	REGISTRATION/SCHOOLING ACH PMT NO. - 80110107	2,300.00
MATT HOUSTON dba SKUNKWORKS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80110084	1,181.25
PACIFIC NW EMERGENCY EQUIPMENT dba GENERAL FIRE APPARATUS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80110166	185.06
SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80110180	15,500.00
STERICYCLE INC STERICYCLE OF WA (BC)	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80110096	1,473.98
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00590617	178.60
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00590617	6.02-
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	31,849.91
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80110098	124.87

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	BANK FEES ACH PMT NO. - 80110098	43.00
US BANK P CARD PAYMENTS	CELL PHONE ACH PMT NO. - 80110098	369.55
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80110098	485.10
US BANK P CARD PAYMENTS	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80110098	150.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	

	ACH PMT NO. - 80110098	2,938.63
US BANK P CARD PAYMENTS	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80110098	92.94
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	1,041.05
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80110098	6,604.53
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80110098	911.21
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80110098	71.80
US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80110098	1,416.87
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80110098	1,984.30
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110098	2,722.29
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80110098	245.35
US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE ACH PMT NO. - 80110098	10.90
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80110098	10,685.04
US BANK P CARD PAYMENTS	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80110098	43.59
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	6,949.04
US FOODS INC 8075 S RIVER PARKWAY	PERMIT REFUNDS PAYABLE CHECK NO. - 00590600	76.00
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00590593	3,046.41

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

	TOTAL FOR 1970 - FIRE/EMS FUND	----- 158,866.37
1980 - DEFINED CONTRIBUTION ADMIN FND		
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	38.89
	TOTAL FOR 1980 - DEFINED CONTRIBUTION ADMIN FND	----- 38.89
3200 - ARTERIAL STREET FUND		
VALMONT INDUSTRIES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80110190	19,761.70

TOTAL FOR 3200 - ARTERIAL STREET FUND

19,761.70

4100 - WATER DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110199	5,151.60
ANTHONY BOURUS 5015 S REGAL ST	REFUNDS CHECK NO. - 00590601	1,500.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80110204	138,050.48
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80110204	310.69
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80110208	2,209.43
CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80110137	1,119.75
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80110210	72.59
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80110212	3,334.74
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00590596	1,570.00
ENVIRONMENTAL RESOURCE ASSOCIATES dba ERA	CONTRACTUAL SERVICES ACH PMT NO. - 80110217	247.88
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110218	1,571.03
FERGUSON ENTERPRISES INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80110219	23.92

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FERGUSON ENTERPRISES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110219	268.80
FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP	CONTRACTUAL SERVICES ACH PMT NO. - 80110221	470.00
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	CONTRACTUAL SERVICES ACH PMT NO. - 80110220	43.49
H D FOWLER COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110145	1,513.71
HATCH ASSOCIATES CONSULTANTS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80110226	35,433.96
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	7,545.00
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80110228	245.40

INSIGHT DISTRIBUTING INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110149	1,373.17
JUSTIN SHOGREN	PERMITS/OTHER FEES ACH PMT NO. - 80110197	191.00
NEPTUNE TECHNOLOGY GROUP INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80110160	204.38
NEPTUNE TECHNOLOGY GROUP INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80110160	1,308.55
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110161	78.04
NORFOLK IRON & METAL CO DBA CDA METALS	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00590683	1,062.04
RYAN DEPONTY 4821 N MORTON ST	REFUNDS CHECK NO. - 00590605	74.47
SEAN M JUBINVILLE	PERMITS/OTHER FEES ACH PMT NO. - 80110196	304.00
SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	PAVING REPAIRS/MAINTENANCE ACH PMT NO. - 80110173	63,449.00
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110176	361.34
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00590615	852.89
SPOKANE COUNTY TREASURER	PERMITS/OTHER FEES ACH PMT NO. - 80110178	125.00
TRUE SEALS LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110189	459.67

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

T-MOBILE	TELEPHONE CHECK NO. - 00590717	91.71
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00590617	38.14
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00590617	17.30-
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	38,817.88
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80110098	385.83
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80110098	121.41
US BANK P CARD PAYMENTS	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80110098	2,595.26
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80110098	6,360.94
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT	

	ACH PMT NO. - 80110098	259.28
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80110098	449.89
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	2,481.84
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80110098	5,171.99
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80110098	105.32
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80110098	800.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110098	26,846.27
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80110098	1,135.44
US BANK P CARD PAYMENTS	TESTING SERVICES ACH PMT NO. - 80110098	169.19
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	49,452.91
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES -	22.31
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	43.83-

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WEST COAST GRANITE 5301 NE 105TH AVE	REFUNDS CHECK NO. - 00590602	1,500.00
WINSTON & CASHATT LAWYERS ATTN: TIMOTHY R FISCHER	REFUNDS CHECK NO. - 00590603	13,869.81
TOTAL FOR 4100 - WATER DIVISION		----- 421,140.31

4250 - INTEGRATED CAPITAL MANAGEMENT

CH2M HILL ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00590720	105,130.43
CONSOR NORTH AMERICA INC	CONTRACTUAL SERVICES ACH PMT NO. - 80110015	107,066.05
GROUNDWATER SOLUTIONS INC dba GSI WATER SOLUTIONS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80110224	4,049.15
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	790.00
LARIVIERE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80110022	296,485.05
RYAN DEPONTY 4821 N MORTON ST	REFUNDS CHECK NO. - 00590605	64.36

TC SHERRY & ASSOCIATES PS dba SPVV LANDSCAPE ARCHITECTS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80110030	825.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	4,214.78
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80110098	230.68
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80110098	654.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	5,123.77
WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT ACH PMT NO. - 80110251	552,027.42
WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS ACH PMT NO. - 80110251	1,694,798.53
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		2,771,459.22

4300 - SEWER FUND

RYAN DEPONTY 4821 N MORTON ST	REFUNDS CHECK NO. - 00590605	78.20
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
WINSTON & CASHATT LAWYERS ATTN: TIMOTHY R FISCHER	REFUNDS CHECK NO. - 00590603	6.43
TOTAL FOR 4300 - SEWER FUND		84.63

4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110199	1,506.01
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80110204	53.10
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80110204	10.11
BUSINESS INTERIORS OF IDAHO DBA FREEFORM INTERIORS	MINOR EQUIPMENT ACH PMT NO. - 80110223	656.11
CENTURYLINK	TELEPHONE CHECK NO. - 00590682	330.88
CPM DEVELOPMENT CORP DBA CENTRAL PRE-MIX CONCRETE CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110206	247.60
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80110214	8.55
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00590596	250.00

FASTENAL CO	MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80110141	26.79
FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP	CONTRACTUAL SERVICES ACH PMT NO. - 80110221	470.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	2,315.00
IRON HORSE LLC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00590598	359,076.29
L&T TRUCK DRIVER TRAINING INC	REGISTRATION/SCHOOLING ACH PMT NO. - 80110153	2,800.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80110203	330.00
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110176	22.04
T-MOBILE	CELL PHONE CHECK NO. - 00590718	441.19
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	11,038.85

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80110098	365.01
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80110098	692.72
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	1,479.34
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80110098	3,791.21
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80110098	116.00
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80110098	3.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80110098	2,633.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110098	3,917.34
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80110098	1,513.21
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80110098	145.30
US BANK P CARD PAYMENTS	SMART PHONES, IPAD, TABLETS ACH PMT NO. - 80110098	178.71
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	14,071.41
VERIZON WIRELESS	CELL PHONE	

	ACH PMT NO. - 80110191	2,561.71
WA STATE DEPT OF REVENUE	REGISTRATION/SCHOOLING	
	-	7.47
WSF LLC	EQUIPMENT REPAIRS/MAINTENANCE	
dba WESTERN SYSTEMS &	ACH PMT NO. - 80110252	165.25
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		----- 411,223.20

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES	
	ACH PMT NO. - 80110201	512.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80110204	211.42
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80110204	74.60

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DGT ENTERPRISES LLC	MEDICAL SERVICES	
DBA SPOKANE TESTING SOLUTIONS	CHECK NO. - 00590596	830.00
ENTERPRISE FM TRUST	CAPITALIZED RENTS/LEASES	
ATTN: CUSTOMER BILLING	ACH PMT NO. - 80110020	1,324.35
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00590724	6,345.00
K & L GATES LLP	LEGAL SERVICES	
	ACH PMT NO. - 80110231	50,498.20
T-MOBILE	CELL PHONE	
	CHECK NO. - 00590718	29.75
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00590735	33,765.55
US BANK P CARD PAYMENTS	CELL PHONE	
	ACH PMT NO. - 80110098	48.84
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80110098	1,179.42
US BANK P CARD PAYMENTS	LUBRICANTS	
	ACH PMT NO. - 80110098	1,328.49
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80110098	4,777.85
US BANK P CARD PAYMENTS	MINOR SAFETY EQUIPMENT	
	ACH PMT NO. - 80110098	2,220.88
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80110098	517.60
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80110098	37,066.41
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80110098	1,349.99

US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110098	5,742.21
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80110098	211.38
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	42,394.73
VERIZON WIRELESS	TELEPHONE ACH PMT NO. - 80110191	1,166.16
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		191,594.83

4330 - STORMWATER

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80110204	125.55
CENTURYLINK	TELEPHONE CHECK NO. - 00590682	263.21
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00590596	310.00
FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP	CONTRACTUAL SERVICES ACH PMT NO. - 80110221	470.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	1,470.00
NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00590710	31.51
TROY ALAN GESSNER INTEGRATED UNDERWATER	CONTRACTUAL SERVICES ACH PMT NO. - 80110068	27,086.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	5,143.76
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110098	3,167.31
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	6,907.24
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80110191	331.82
VERIZON WIRELESS	TELEPHONE ACH PMT NO. - 80110191	1,061.33
TOTAL FOR 4330 - STORMWATER		46,368.23

4360 - ENVIRONMENTAL PROGRAMS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	150.00
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US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	492.54
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	658.29
TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS		1,300.83

4370 - SEWER CONSTRUCTION FUND

WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT ACH PMT NO. - 80110251	28,118.13
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS ACH PMT NO. - 80110251	67,048.34
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TOTAL FOR 4370 - SEWER CONSTRUCTION FUND		95,166.47
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4480 - SOLID WASTE FUND

HOWARD S WRIGHT ATTN: TIFFANY LU	REFUNDS CHECK NO. - 00590606	500.00
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RYAN DEPONTY 4821 N MORTON ST	REFUNDS CHECK NO. - 00590605	106.04
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TOTAL FOR 4480 - SOLID WASTE FUND		606.04
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4490 - SOLID WASTE DISPOSAL

BRANDSAFWAY SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80110027	19,645.74
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DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00590596	510.00
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DIVCO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80110018	1,783.16
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EASTSIDE ELECTRIC MOTORS INTEGRATED POWER SERVICES LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80110019	836.28
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FIRE CONTROL SPRINKLER SYSTEMS COMPANY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80110021	1,079.10
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ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	3,820.00
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LEMBECK APPRAISAL & CONSULTING INC	PROFESSIONAL SERVICES ACH PMT NO. - 80110152	3,000.00
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MATT HOUSTON dba SKUNKWORKS	CONTRACTUAL SERVICES ACH PMT NO. - 80110028	500.00
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NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80110203	1,080.00
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SPOKANE REGIONAL CLEAN AIR	PERMITS/OTHER FEES	
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AGENCY	CHECK NO. - 00590715	95,543.16
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00590617	206.63
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	25,498.85
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80110098	646.73

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80110098	83.65
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	782.95
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80110098	2,738.27
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80110098	38.00
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80110098	180.00
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80110098	149.07
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80110098	102.37
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110098	26,186.24
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80110098	1,587.59
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	34,118.74
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	125.71
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	371.21
WEAR-TEK INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80110034	13,555.07

TOTAL FOR 4490 - SOLID WASTE DISPOSAL -----
234,168.52

4500 - SOLID WASTE COLLECTION

DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00590596	1,970.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	3,880.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	27,583.22

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80110098	199.68
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80110098	218.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	1,574.05
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80110098	791.64
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80110098	262.66
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80110098	107.90
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	37,658.41
TOTAL FOR 4500 - SOLID WASTE COLLECTION		74,245.56

4530 - SOLID WASTE LANDFILLS

COMCAST	IT/DATA SERVICES ACH PMT NO. - 80110207	194.65
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80110098	380.41
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110098	492.04
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		1,067.10

4600 - GOLF FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	531.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00590617	337.06
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	2,726.37
US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT ACH PMT NO. - 80110098	1,313.73
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80110098	4,195.55
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80110098	154.50
US BANK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80110098	1,698.20

US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80110098	1,651.05

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80110249	3,299.92
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	18.36
WA STATE DEPT OF REVENUE	REPAIRS/MAINTENANCE	
	-	22.50
TOTAL FOR 4600 - GOLF FUND		----- 15,948.24

4700 - DEVELOPMENT SVCS CENTER

ATLAS BOILER CO	PERMIT REFUNDS PAYABLE	
3815 E TRENT AVE	CHECK NO. - 00590701	40.00
C & N HOMES SERVICES LLC	PERMIT REFUNDS PAYABLE	
522 W RIVERSIDE AVE	CHECK NO. - 00590689	242.00
DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80110052	1,489.78
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00590724	2,434.00
MAINSTREAM ELECTRIC LLC	PERMIT REFUNDS PAYABLE	
12822 E INDIANA AVE	CHECK NO. - 00590700	145.00
MOBILITY CONCEPTS	PERMIT REFUNDS PAYABLE	
PO BOX 311	CHECK NO. - 00590703	88.00
SETH MAEFSKY	PERMIT REFUNDS PAYABLE	
18114 N AUSTIN RD	CHECK NO. - 00590695	1,048.50
STELLAR INDUSTRIAL SUPPLY INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80110095	698.58
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00590617	130.77
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00590735	14,326.24
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80110098	94.94
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80110098	510.90
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80110098	405.00
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL)	
	ACH PMT NO. - 80110098	84.80
US BANK P CARD PAYMENTS	PUBLICATIONS	
	ACH PMT NO. - 80110098	1,436.14

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80110098	900.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	16,823.45
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		40,898.10

5100 - FLEET SERVICES FUND

ADAMS TRACTOR CO INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00590681	1,302.30
AMERICAN RADIATOR INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80110130	121.66
AMERIGAS PROPANE LP DBA NORTHERN ENERGY	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80110038	1,315.97
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80110131	32.88
BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80110132	2,077.88
BRAD L WHITE dba SUPERIOR FLUID POWER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80110184	7,292.53
BRANDON PASCHAL	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00590712	552.84
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80110134	852.33
CINTAS CORPORATION NO 3 LOC 606	SAFETY SUPPLIES ACH PMT NO. - 80110134	310.11
COEUR D'ALENE SERVICE STATION EQUIPMENT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80110014	11,102.49
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80110135	49,808.19
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80110046	24,018.19
COPPER STATE BOLT & NUT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80110049	333.99
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80110138	11,798.37
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80110138	1,286.84
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00590596	520.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00590684	613.22
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80110140	709.59
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80110144	42,027.01
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80110144	1,521.84
GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80110139	1,660.67
HI-LINE ELECTRIC CO	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00590685	759.78
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	1,580.00
INDUSTRIAL WELDING CO INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00590686	10,425.17
INDUSTRIAL WELDING CO INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00590686	22,999.00
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80110148	325.01
KENWORTH SALES COMPANY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80110151	20,653.90
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80110151	102.70
KERSHAW'S INC	OFFICE SUPPLIES ACH PMT NO. - 80110073	228.21
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80110157	477.60
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80110158	2,037.81
NORLIFT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80110162	3,562.98
ONE SOURCE PARTS LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80110164	1,602.96
OWEN EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80110165	2,263.61
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00590711	374.28
PACWEST MACHINERY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80110167	31,564.43

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80110168	8,517.58
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SAFETY KLEEN CORPORATION	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00590613	1,811.39
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80110029	30,262.41
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80110177	25,666.03
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80110181	259.31
SPRAY CENTER ELECTRONICS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80110183	2,813.21
TENNANT SALES & SERVICE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80110185	3,857.76
TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80110187	1,016.93
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80110032	14,275.44
TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80110188	2,095.53
TRUCKPRO HOLDING CORPORATION DBA TNT TRUCK PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00590716	344.78
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	9,113.32
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80110098	50.00
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80110098	1,705.05
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80110098	1,931.67
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80110098	291.71
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO. - 80110098	1,635.00
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80110098	14,334.32
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	11,579.55
WA STATE DEPT OF REVENUE	ADVERTISING -	4.50

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY -	256.81
WENDLE FORD NISSAN ISUZU	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80110193	2,552.89
WENDLE FORD NISSAN ISUZU	VEHICLE REPAIR & MAINT SUPPLY	

	ACH PMT NO. - 80110193	2,485.24
WESTERN STATES EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80110194	93.26
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80110143	20,492.23
TOTAL FOR 5100 - FLEET SERVICES FUND		415,662.26

5200 - PUBLIC WORKS AND UTILITIES

CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80110209	2,041.93
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	790.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00590617	15,242.78
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	3,783.30
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80110098	188.47
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	86.24
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	5,369.76
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80110099	42.60
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		27,545.08

5300 - IT FUND

ANTHONY WILLIAMS	BACKGROUND CHECKS CHECK NO. - 00590621	56.34
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80110040	1.53
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80110207	622.04

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80110137	1,689.09
GOVERNMENTJOBS COM INC dba NEOGOV	SOFTWARE MAINTENANCE CHECK NO. - 00590591	66,538.32
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	2,236.00
IVOXY CONSULTING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80110069	14,000.00

NORTHWEST OPEN ACCESS NETWORK	TELEPHONE ACH PMT NO. - 80110163	3,600.00
ORACLE AMERICA INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80110025	53,989.88
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80110171	1,600.00
STRUCTURED COMMUNICATION SYSTEMS INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80110031	6,000.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	17,900.43
US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80110098	584.34
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80110098	491.05
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	335.60
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80110098	385.74
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80110098	7,698.00
US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE ACH PMT NO. - 80110098	1,798.50
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	18,326.99
US POSTMASTER	PREPAID POSTAGE CHECK NO. - 00590618	1,000.00
TOTAL FOR 5300 - IT FUND		198,853.85

5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80110052	1,252.91

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JOURNAL TECHNOLOGIES INC	CAPITALIZED SOFTWARE CHECK NO. - 00590687	225,000.00
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TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND	226,252.91
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5400 - REPROGRAPHICS FUND

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80110040	49.82
CANON FINANCIAL SERVICES INC	OPERATING RENTALS/LEASES CHECK NO. - 00590595	927.80

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	120.00
MARK ANDY INC DBA MARK ANDY PRINT PRODUCTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80110154	3,075.44
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	552.62
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	762.93
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80110102	189.44
TOTAL FOR 5400 - REPROGRAPHICS FUND		5,678.05

5500 - PURCHASING & STORES FUND

CARAHSOFT TECHNOLOGY CORP	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80110044	2,944.62
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	550.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	2,748.07
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	84.07
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80110098	40.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80110098	140.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	2,321.59
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80110099	74.54

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5500 - PURCHASING & STORES FUND	8,902.89
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5600 - ACCOUNTING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	2,050.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	13,181.35
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	102.22
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	11,772.75

TOTAL FOR 5600 - ACCOUNTING SERVICES 27,106.32

5700 - MY SPOKANE

CONTRACT DESIGN ASSOCIATES INC OFFICE FURNITURE (NON CAPITAL)
ACH PMT NO. - 80110047 3,340.48

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00590724 435.38

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00590735 2,470.79

US BANK P CARD PAYMENTS MINOR EQUIPMENT
ACH PMT NO. - 80110098 199.75

US BANK P CARD PAYMENTS OFFICE SUPPLIES
ACH PMT NO. - 80110098 25.95

US BANK P CARD PAYMENTS OPERATING SUPPLIES
ACH PMT NO. - 80110098 972.11

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80110249 3,355.71

WA STATE DEPT OF REVENUE MINOR EQUIPMENT
- 17.98

TOTAL FOR 5700 - MY SPOKANE 10,818.15

5750 - OFFICE OF PERFORMANCE MGMT

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00590724 375.00

INFINITE INNOVATIONS LLC CONTRACTUAL SERVICES
ACH PMT NO. - 80110227 6,305.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00590735 1,774.35

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80110249 2,040.00

TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT 10,494.35

5800 - RISK MANAGEMENT FUND

US BANK BANK FEES
TREASURY MANAGEMENT SERVICES CHECK NO. - 00590617 233.74

US BANK EARNINGS CREDIT
TREASURY MANAGEMENT SERVICES CHECK NO. - 00590617 98.32-

US BANK OR CITY TREASURER INSURANCE CLAIMS
LIABILITY CLAIMS ACH PMT NO. - 80110124 29,181.01

TOTAL FOR 5800 - RISK MANAGEMENT FUND 29,316.43

5810 - WORKERS' COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	285.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	1,313.16
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	1,447.62
VICTOR J GIAMPIETRI II DBA WA STATE FIRST AID	CONTRACTUAL SERVICES ACH PMT NO. - 80110192	1,200.00
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		4,245.78

5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	7.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	33.10
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	43.58
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		84.18

5830 - EMPLOYEES BENEFITS FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ALLIANT INSURANCE SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80110129	5,720.00
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80110213	13,900.05
DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80110213	60,809.77
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	INSURANCE PREMIUMS ACH PMT NO. - 80110147	57,655.75
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	225.00
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80110071	76,757.61
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80110232	237,839.11
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE PREMIUMS ACH PMT NO. - 80110071	22,218.88
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80110169	55,273.66

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80110119	383,872.88
SPOKANE FIRE FIGHTERS BENEFIT TRUST	INSURANCE PREMIUMS ACH PMT NO. - 80110180	724,056.13
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	1,013.58
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	261.28
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	986.62
WA ST DEPT OF ENTERPRISE SERVICES	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80110100	559.63
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		1,641,149.95

5900 - FACILITIES MANAGEMENT FUND OPS

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80110040	44.81
AUCA WESTERN FIRST AID & SAFETY LLC	SAFETY SUPPLIES ACH PMT NO. - 80110103	96.30
CONTROL SOLUTIONS NW INC	CONTRACTUAL SERVICES ACH PMT NO. - 80110112	3,024.74

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HOME DEPOT USA INC THE HOME DEPOT PRO-SUPPLYWORKS	OPERATING SUPPLIES ACH PMT NO. - 80110229	92.85
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	255.00
KEN DAVIS LAWN & TREE CARE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80110150	817.50
KEN DAVIS LAWN & TREE CARE INC	SNOW REMOVAL SERVICES ACH PMT NO. - 80110150	817.50
ROTO-ROOTER/DIV OF RAM PLUMBING INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00590713	922.65
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80110094	29,655.96
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	2,736.33
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80110098	94.81
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80110098	13.76
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110098	8,507.49
US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE	ACH PMT NO. - 80110249	3,351.86
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	32.77
WAXIE SANITARY SUPPLY	OPERATING SUPPLIES CHECK NO. - 00590719	702.53
TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS		51,166.86

5902 - PROPERTY ACQUISITION POLICE

ROBIDEAUX MOTORS CO INC	VEHICLES CHECK NO. - 00590732	109,378.00
SHARP SHOOTING INDOOR RANGE	MINOR EQUIPMENT ACH PMT NO. - 80110083	179.82
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80110098	855.10
TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE		110,412.92

5903 - PROPERTY ACQUISITION FIRE

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80110098	6,181.10
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80110098	134.97
TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE		6,316.07

6080 - POLICE PENSION FUND

US BANK TRUST NA OR CITY OF SPOKANE	PURCHASE OF INVESTMENTS ACH PMT NO. - 80110033	125,000.00
TOTAL FOR 6080 - POLICE PENSION FUND		125,000.00

6100 - RETIREMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00590724	260.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00590735	907.26
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80110098	99.01
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80110249	1,219.50
TOTAL FOR 6100 - RETIREMENT		2,485.77

6200 - FIREFIGHTERS' PENSION FUND

ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80110129	1,665.00
ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80110200	95.18
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80110213	1,169.32
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80110213	2,794.00
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80110169	7,077.46
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80110119	6,370.79
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		19,171.75

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

6255 - LAW ENFORCEMENT RECORDS MGMT

SPOKANE COUNTY TREASURER	DEPOSIT-COUNTY ACH PMT NO. - 80110089	9,124.00
WA STATE DEPT OF LICENSING	DEPOSIT-POLICE GUN PERMITS CHECK NO. - 00590620	20,853.00
TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT		29,977.00

6300 - POLICE PENSION

ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80110129	1,665.00
ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80110200	95.18
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80110213	962.55
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80110213	2,168.00
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80110169	5,818.28
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80110119	60,415.57
TOTAL FOR 6300 - POLICE PENSION		71,124.58

6920 - CLAIMS CLEARING FUND

HARRY LOCHRIDGE	ACCOUNTS PAYABLE
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206 S SPRAGUE ST CHECK NO. - 00590727 100.00

TOTAL FOR 6920 - CLAIMS CLEARING FUND 100.00

6960 - SALARY CLEARING FUND NEW

CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT SERVICE
IDAHO CHILD SUPPORT RECEIPTING CHECK NO. - 00590721 938.16

DIGNITARY PROTECTION TEAM FUND DIGNITARY PROTECTION TEAM FUND
% SPOKANE LAW ENFORCEMENT C U ACH PMT NO. - 80110215 135.00

EDU MEMBERSHIP FUND EDU MEMBERSHIP FUND
% SPOKANE LAW ENFORCEMENT C U ACH PMT NO. - 80110216 20.00

HUMAN RESOURCES HUMAN RESOURCES
RE: PARKING FEES CHECK NO. - 00590723 821.50

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 ICMA RETIREMENT TRUST 457D
% FIRST NATIONAL BANK OF MD CHECK NO. - 00590724 258,278.26

ICMA RETIREMENT TRUST 457 ICMA ROTH IRA
% FIRST NATIONAL BANK OF MD CHECK NO. - 00590724 24,326.82

ICMA RETIREMENT TRUST 457 LOAN ICMA RETR 457D LOAN PAYMENT
PAYMENT CHECK NO. - 00590725 47,831.61

ING LIFE INSURANCE & ANNUITY ICMA ROTH IRA
OR CITY OF SPOKANE TREASURER CHECK NO. - 00590726 2,964.28

ING LIFE INSURANCE & ANNUITY ING LIFE INSURANCE&ANNUITY CO
OR CITY OF SPOKANE TREASURER CHECK NO. - 00590726 72,787.83

INT'L ASSN OF FIREFIGHTERS/ INTL ASSOC FF LOCAL 29
UNION LOCAL 29 ACH PMT NO. - 80110230 62,873.59

LT & CAPT ASSOCIATION LIEUTENANTS & CAPTAINS ASSOC
% SPOKANE LAW ENFORCEMENT CU ACH PMT NO. - 80110233 2,130.00

LT & CAPT ASSOCIATION - LTD LTD - LTS & CAPTS
ACH PMT NO. - 80110234 715.00

LTS & CPTS LEGAL DEFENSE FUND LEGAL DEFENSE LTS&CAPTS
ACH PMT NO. - 80110235 44.00

M & P ASSOCIATION M&P ASSOCIATION
ACH PMT NO. - 80110236 3,027.99

NEW JERSEY SUPPORT PAYMENT NJ SUPPORT PAYMENT CENTER
CENTER CHECK NO. - 00590728 162.50

OFFICE OF THE ATTORNEY GENERAL OFFICE OF THE ATTY GENERAL
TX CHILD SUPPORT SDU CHECK NO. - 00590729 200.00

PEOPLE QUALIFIED COMMITTEE PEOPLE QUALIFIED COMMITTEE
AFL-CIO CHECK NO. - 00590730 7.00

POLICE GUILD LEGAL DEFENSE POLICE GUILD LEGAL DEFENSE
FUND ACH PMT NO. - 80110225 632.00

PRE-PAID LEGAL SERVICES INC PRE-PAID LEGAL SERVICE INC

LEGALSHIELD	CHECK NO. - 00590731	353.16
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80110239	3,747.94
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80110239	16,594.30
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE LONG TERM DISABILITY ACH PMT NO. - 80110205	14,769.77
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80110241	577.50
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80110242	3,120.50

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POLICE GUILD ATTN: BEN GREEN	POLICE GUILD ACH PMT NO. - 80110238	24,551.51
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80110244	879.87
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80110243	90.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80110246	370.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80110247	623.00
STATE DISBURSMENT UNIT ATTN: EMPLOYER PAYMENTS	STATE DISBURSEMENT UNIT CHECK NO. - 00590733	862.60
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00590734	12.50
UNITED WAY	UNITED WAY ACH PMT NO. - 80110248	343.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00590735	332,060.86
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO. - 00590735	1,079,746.92
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO. - 00590735	138,765.03
US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO. - 80110249	496,147.26
VOYA FINANCIAL LOAN REPAYMENT	VOYA LOANS CHECK NO. - 00590736	362.28
WA ESD BEN OVERPAYMENT	EMPLOYMENT SECURITY DEPT CHECK NO. - 00590722	279.32
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00590737	345.00
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80110250	28,500.72

WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00590738	16,581.91
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00590739	975.00
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00590740	438.19

TOTAL FOR 6960 - SALARY CLEARING FUND NEW	-----	2,638,994.18
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HONORABLE MAYOR
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL CLAIMS	-----	11,695,782.39
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MINUTES OF SPOKANE CITY COUNCIL

Monday, November 28, 2022

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:33 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

Roll Call

On roll call, Council President Beggs and Council Members Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone were present.

Interim Human Resources Director and Assistant City Attorney Mike Piccolo (in absence of City Administrator Johnnie Perkins); Hannahlee Allers, Director-City Council Office; Assistant City Attorney Lauren Beattie; and City Clerk Terri Pfister were also present for the meeting.

Advance Agenda Review

The City Council received an overview from staff on the December 5, 2022, Advance Agenda items.

Action to Approve December 5, 2022, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the December 5, 2022, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

Motion by Council Member Bingle, seconded by Council Member Zappone, **to approve** the December 5, 2022, Advance Agenda; **carried 7-0.**

Current Agenda Review

The City Council reviewed the November 28, 2022, Current Agenda for any changes.

Council Recess/Executive Session

The City Council recessed at 4:04 p.m. No Executive Session was held. The City Council reconvened at 6:01 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Expo '74 Video

The meeting started out with a video production of Expo '74 - Up with People in recognition of Expo '74's upcoming anniversary.

Pledge of Allegiance

The Pledge of Allegiance was led by Council President Beggs.

Roll Call

On roll call, Council President Beggs and Council Members Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone were present.

Hannahlee Allers, Director-City Council Office; Assistant City Attorney Lauren Beattie; and City Clerk Terri Pfister were also present for the meeting.

There were no **Council Committee Reports**.

MAYORAL PROCLAMATION

November 29 through December 11, 2022 *Christmas Tree Elegance Weeks*

The proclamation was read by Council Member Wilkerson. Jennifer Ogden, a volunteer with Christmas Tree Elegance and Symphony Associates accepted the proclamation.

See proclamation attached to these minutes.

COUNCIL SALUTATION

Council Member Cathcart read a Council Salutation remembering the life and public service of former Council Member Steve Salvatori who passed away on October 30.

See Council Salutation attached to these minutes.

There were no **Reports from Neighborhood Councils**.

BOARDS AND COMMISSION APPOINTMENTS

Spokane Human Rights Commission (CPR 1991-0068), Spokane Historic Landmarks Commission - Archeologist (CPR 1981-0122), and TPA Hotel Advisory Commission (CPR 2004-0017)

Upon 7-0 Voice Vote, the City Council **approved** (and thereby confirmed) the following reappointments and appointment:

- Reappointment of Anwar Peace to the Spokane Human Rights Commission for a three-year term, from January 1, 2023, to December 31, 2025.

- Appointment of Christopher Noll to the Spokane Historic Landmarks Commission-Archeologist for a three-year term, from January 1, 2023, to December 31, 2025.
- Reappointments to the TPA Hotel Advisory Commission of Dean Feldmeier for a one-year term from January 1, 2023, to December 31, 2023, and Dan Zimmerer for a two-year term, from January 1, 2023, to December 31, 2024.

There were **no Administrative Reports**.

CONSENT AGENDA

Subsequent to the opportunity for public testimony and an opportunity for Council commentary, with no individuals requesting to speak, the following action was taken:

Upon 7-0 Voice Vote (in the affirmative), the City Council approved Staff Recommendations for the following items:

Purchase from Northcoast Electric Supply (Spokane) of three 1200-amp transfer switches for the Water Department—\$79,000 (plus tax). (OPR 2022-0869) (Council Sponsor: Council Member Bingle)

Contract Extension with Eccovia Solutions for the subscription to ClientTrack Software—\$156,028.10 (incl. tax). This software is the database that supports the City's Homeless Management System (HMIS). (OPR 2016-0959) (Council Sponsor: Council Member Stratton)

American Rescue Plan Act Grant Agreement with Innovia Foundation (Spokane) for the Launch NW Program to support and promote addressing educational disparities—\$5,000,000. (OPR 2022-0870) (Council Sponsors: Council President Beggs and Council Member Cathcart)

Multiple Family Housing Property Tax Exemption Conditional Agreements with:

- a. Spokane Housing Ventures for the future construction of approximately 10 units at Parcel Numbers 36331.0132 and 36331.0134, commonly known as 6208 N. Lacey Street. (OPR 2022-0871)
- b. Skyline Homes LLC for the future construction of approximately 36 units at Parcel Number 35092.0609, commonly known as 1651 E. North Foothills Drive. (OPR 2022-0872)

The Conditional Agreements will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction. (Council Sponsors: Council Members Cathcart and Bingle)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through November 18, 2022, total \$9,699,330.97 (Check Nos.: 590333-590506; ACH Nos.: 109576-109810), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$9,373,400.72. (CPR 2022-0002)

City Council Meeting Minutes: November 14, 2022. (CPR 2022-0013)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCE

Special Budget Ordinance C36329 (Council Sponsors: Council Members Bingle and Kinnear)

After public testimony and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Special Budget Ordinance C36329**, amending Ordinance No. C36161 passed by the City Council December 13, 2021, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Golf Fund

- 1) Increase appropriation by \$300,000.
 - 2) Of the increased appropriation, \$100,000 is provided solely for fuel, fertilizer and other operating supplies.
 - 3) Of the increased appropriation, \$100,000 is provided solely for capital.
 - 4) Of the increased appropriation, \$100,000 is provided solely for repairs and maintenance.
- (A) This is an increase to the overall appropriation level in the Golf Fund.

(This action arises from inflationary cost increases in supplies, fuel, and capital expenditures.)

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone
Nays: None
Abstain: None
Absent: None

There were no Emergency Ordinances.

RESOLUTIONS

Resolution 2022-0100 (Council Sponsors: Council President Beggs and Council Member Kinnear)

After an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2022-0100**, Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to purchase property located on Spokane County Assessor Tax Parcel No. 14011.1501 comprising of approx. 3.42 acres of land located at 11208 W. Electric Avenue.

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone
Nays: None
Abstain: None
Absent: None

There were no Final Reading Ordinances.

FIRST READING ORDINANCES

The following Ordinances were read for the first time, with further action deferred. Public testimony was received on the first reading ordinances.

ORD C36330 Establishing a local program for assisting landlords and tenants in Spokane; enacting a new chapter 10.57 and new sections 07.08.145 and 07.08.150; and amending sections 07.08.139 and 08.01.160 of the Spokane Municipal Code. (Council Sponsors: Council President Beggs and Council Member Stratton)

ORD C36331 Relating to regulation of food delivery platform fees, adopting a new chapter 10.57 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Kinnear)

For Special Considerations, see section of minutes following “Hearings.”

HEARINGS

Continuation of Hearing on Proposed 2023 Budget (continued from November 21, 2022) (FIN 2022-0001)

The City Council continued its hearing on the Proposed 2023 Budget. Following public testimony from one individual, Council President Beggs requested a motion to continue the budget hearing to December 5. The following action was taken:

Motion by Council Member Cathcart, seconded by Council Member Wilkerson, **to continue** the Public Hearing on the 2023 Proposed Budget to December 5; **carried 7-0**.

Council President note the City Council anticipates voting on the budget on December 12.

SPECIAL CONSIDERATIONS

City Council Consideration of Mayoral Veto of Ordinance C36307 (Council Sponsors: Council President Beggs and Council Member Wilkerson)

The Spokane City Council considered the Mayoral Veto of Ordinance C36307 updating the annual City of Spokane property tax levy for 2023. No public testimony was allowed. Council commentary and discussion was held, after which the following action was taken:

Upon 6-1 Roll Call Vote, the City Council **approved to override** the Mayoral veto of Ordinance C36307 updating the annual City of Spokane property tax levy for 2023.

Ayes: Beggs, Bingle, Kinnear, Stratton, Wilkerson, and Zappone
Nays: Cathcart
Abstain: None
Absent: None

OPEN FORUM

The following individual(s) spoke during Open Forum:

- Rick Harpman Hatter (Rick Bocook)
- Mrs. Michael Jones
- Sunshine Wigen
- Justin Hallen
- Teresa Simon
- Christine Quinn
- Lucy Fausto (virtual-video)
- Rae-Lynn Barden (virtual-phone)

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 8:02 p.m.

Minutes prepared and submitted for publication in the December 7, 2022, issue of the *Official Gazette*.

Terri Pfister
Spokane City Clerk

Approved by Spokane City Council on December 12, 2022.

Breean Beggs
City Council President

MEETING MINUTES
City of Spokane
City Council Study Session
December 1, 2022

Call to Order: 11:04 a.m.

Recording of the meeting may be viewed here at <https://vimeo.com/spokanecitycouncil>.

Direct link: <https://vimeo.com/777125360>

Attendance:

Committee Members Present: Council President Beggs (virtual), Council Members Kinnear (virtual), Stratton (arrived at 11:08 a.m.), Wilkerson, Cathcart, and Bingle

Committee Members Absent: Council Member Zappone

Agenda Items:

1. City Council Budget Discussion

- Presenters:
Matt Boston, City Council Office; City Council Members.
- Action taken:
No action taken. Presentation and discussion only.

Executive Session: None

Adjournment:

The meeting adjourned at 12:26 p.m.

Minutes prepared and submitted for publication in the December 14, 2022, issue of the Official Gazette.

Hannahlee Allers
Council Office Director

Approved by City Council on December 12, 2022.

Breean Beggs
City Council President

Attest:

Terri L. Pfister
City Clerk



Agenda Sheet for City Council Meeting of:

12/12/2022

Date Rec'd	12/6/2022
Clerk's File #	OPR 2022-0918
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	JENN CERCEDES 509.625.6055
Contact E-Mail	JCERCEDES@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	APPROVAL TO DISPERSE OHY FUNDS TO VOA

Agenda Wording

We are asking for approval to disperse these funds to VOA from 10/1/22- 6/30/23,
 SOS (InReach Program) \$158,910 (OPR 2022-0918)
 YAHP (Bridge Housing Program) \$237,325 (OPR 2022-0919)

Summary (Background)

The City of Spokane receives funding from the Department of Commerce's Office of Homeless Youth for Street Outreach (SOS) and the Young Adult Housing Program (YAHP). We previously have allocated these funds to VOA, in our Homeless Youth Services RFP this year we included the remaining balance of these funds along with the Youth Homeless Demonstration Project dollars. We are asking for approval to disperse these funds to VOA from 10/1/22- 6/30/23.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

Dept Head	CERCEDES, JENNIFER
Division Director	MCCOLLIM, KIMBERLEY
Finance	MURRAY, MICHELLE
Legal	BEATTIE, LAUREN
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	12/12/22
Council Sponsor	Beggs and Stratton
Distribution List	
	jcerecedes@spokanecity.org
	rolson@spokanecity.org
	rpinto@spokanecity.org
	kclifton@spokanecity.org
	pgrinder@spokanecity.org

Additional Approvals

Purchasing	
ACCOUNTING - GRANTS	MURRAY, MICHELLE

AGREEMENT BETWEEN

**CITY OF SPOKANE ("CITY") AND Volunteers of America ("GRANTEE")
IN CONJUNCTION WITH OHY PROGRAMS**

1. Grantee Volunteers of America 525 W 2nd Ave Spokane		2. Contract Amount 158,910		3. Tax ID 91-0577131		4. UEI# NB2NUDTNWK4	
5. Grantee's Program Representative Bridget Cannon SVP Crisis Interventions 525 W 2nd Ave Spokane 509-688-1120 bcannon@voaspokane.org				6. City's Program Representative Richard Olson 801 W Spokane Falls BLVD Spokane, WA, 99203 509.625.6579 rolson@spokanecity.org			
7. Grantee's Contract Representative Bridget Cannon SVP Crisis Interventions 525 W 2nd Ave Spokane 509-688-1120 bcannon@voaspokane.org				8. City's Contract Representative Paul Grinder 801 W Spokane Falls BLVD Spokane, WA, 99203 509-625-6032 pgrinder@spokanecity.org			
9. Grantee's Financial Representative Dayna Brown, Finance Manager 525 W 2nd Ave Spokane 509-688-1107 dbrown@voa.org				10. City of Spokane Internal Items Dept. of Commerce SOS 006700 N/A			
11. Grantor Award # N/A		12. Start Date 10/1/2022		13. End Date 6/30/2023			
14. Federal Funds N/A		CFDA # N/A	Federal Agency N/A		Program Title N/A		
15. Total Federal Award N/A		16. Federal Award Date N/A		17. Research & Development? N/A		18. Indirect Cost Rate 10%	
19. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-approved by Funder				20. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit			
21: Grant Purpose: The Continuum of Care program is authorized by subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381-11389). The program is designed to: (1) Promote communitywide commitment to the goal of ending homelessness; (2) Provide funding for efforts by nonprofit providers, States, and local governments to quickly rehouse homeless individuals, families, and communities by homelessness; (3) Promote access to and effective utilization of mainstream programs by homeless individuals and families; and (4) Optimize self-sufficiency among individuals and families experiencing homelessness. This Agreement is subject to program requirements as described in 24 CFR Part 578 and uniform administrative requirements as described in 2 CFR Part 200, as applicable.							
22. CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed, to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) Spokane City & County WA-502 Continuum of Care Policies & Procedures, (3) Homeless Services and Rehousing Programs Monitoring Guide for Sub-Recipients, (4) Data Quality Plan, (5) Attachment "A" Suspension & Debarment and FFATA Certification, (6) Attachment "D" - Grantee Billing Form, and (7) Attachment "C" Annual Performance Report Process.							



CITY OF SPOKANE
CONTRACT
Title: ACI SOS

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **VOLUNTEERS OF AMERICA**, whose address is 525 W 2ND AVE, SPOKANE, as ("GRANTEE"), individually hereafter referenced as a "GRANTEE", and together as the "parties".

WHEREAS, the GRANTEE was selected through The Homeless Youth Services NOFA for this contract;

The parties agree as follows:

1. **SCOPE OF SERVICE.** The GRANTEE shall provide services in accordance with the proposal dated June 26, 2022. Performance measures are attached as Attachment B.
2. **CONTRACT TERM/PERIOD OF PERFORMANCE.** The Contract shall begin October 1, 2022 and shall run through June 30, 2023, unless terminated sooner. This Contract may be amended as needed by written agreement of the parties.
3. **BUDGET.** The City shall reimburse the GRANTEE a maximum amount not to exceed **ONE HUNDRED FIFTY EIGHT THOUSAND NINE HUNDRED TEN AND 0/100 DOLLARS (\$158,910)**, for all things necessary or incidental to the performance of services as listed in ATTACHMENT B. Reimbursement for services shall be in accordance with the terms and conditions attached in the budget, ATTACHMENT D, as well as in accordance with the program performance requirements outlines in ATTACHMENT B. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.
4. **PAYMENT PROCEDURES.** The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment D and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in Attachment E. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10th of January, and

for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

A. Reimbursement Requests:

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

With the exception of the invoices for the first and last months of the project, the GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment.

B. Payment:

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE 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.

In the event that the CITY or HUD determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or HUD may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- 1) The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- 2) The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- 3) The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

C. Program Income

The GRANTEE shall report monthly on invoices submitted to CITY on all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with program funds made available under this Agreement. The use of program income by the GRANTEE shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the GRANTEE may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period.

D. Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. Travel

The GRANTEE shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

5. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS. Each party shall comply with all applicable federal, state, and local laws and regulations. Including program specific regulations as outlined in document attachments.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. NOTICES. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

8. AMENDMENTS. The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests**

submitted within the final ninety days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis. Requests for amendments to the budget must be submitted in writing using Attachment F Amendment Request Form.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

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

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

A. The CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- 1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time;
- 2) Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement;
- 3) Ineffective or improper use of funds provided under this Agreement; or
- 4) Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

B. This Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

11. 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.

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - 1) Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

13. GENERAL CONDITIONS

A. "INDEPENDENT CONTRACTOR".

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment

of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor.

B. WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

C. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

14. Special Conditions

The GRANTEE shall send essential staff to all mandatory City, funder, and/or HUD training and information meetings.

The GRANTEE shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

The GRANTEE shall not subaward any funds included in this Agreement without prior approval from the CITY.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE Further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

GRANTEE shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

15. 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. ATTACHMENT A.

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

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

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

19. 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.

20. ADMINISTRATIVE REQUIREMENTS.

A. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records pertinent to the Program and activities to be funded under this Agreement. Such records shall include and show compliance with the following as applicable, but not be limited to:

- a. Records documenting homeless status or at risk of homeless status;
- b. Records documenting reasonable belief of imminent threat of harm;
- c. Records documenting annual income;
- d. Program participant records, housing standards and services provided;
- e. Conflict of interest and confidentiality requirements;
- f. Records documenting compliance with housing standards and Fair Housing; and
- g. Other records necessary to properly and thoroughly document Program compliance.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three (3) years. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

4) Disclosure

h. "Confidential Information" as used in this section includes:

- i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
 - ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
 - iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- i. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE 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 GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- i. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY 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.
 - ii. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
 - iii. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over program funds, including program income.

6) Audits & Inspections

The GRANTEE shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE shall comply with Federal audit requirements who expend in excess of \$750,000 of federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

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, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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

23. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

24. WAIVER

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to 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 signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

GRANTEE

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Attachment A – Debarment and Suspension
- Attachment B – Services to be performed
- Attachment C – Performance Report
- Attachment D – Budget
- Attachment E – Billing Sheet
- Attachment F – Amendment Request Form
- Attachment H – CMIS Requirements (if Applicable)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

- (1) The prospective primary participant 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 application been convicted of or had a civil judgement 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 for or otherwise criminally or civilly charged by a governmental 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 Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, 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.
- (4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- (5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- (6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes If yes, answer question 2 below.

No If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

The Grantee certifies that the information contained on this form is true and accurate.

By: _____
Title: _____
Date: _____

Attachment B: Scope of Service

A. ACTIVITIES

Outreach Services: Community based outreach services identify young people experiencing unsheltered homelessness and help them access crisis and long-term housing.

Rapid re-housing programs should contain the 3 core components:

- Housing Identification
- Rent and Move-In Assistance
- Rapid Re-Housing Case Management and Services

Transitional Housing Programs should the following key features and promising practices:

- Variety of Housing Configurations
- Individualized and Flexible Service Delivery
- Vulnerable Populations
- Forge Community Connections
- Exit Planning

B. PERFORMANCE MEASURES

Project performance measures are identified as follows:

CMIS Project Name(s):	
Population(s) Served	
# of Units in Inventory:	
# of Beds in Inventory:	
Projected # of Households Served	

Young Adult Housing Program (YAHP)	Performance Standards	2022 - 2023
Safe and Stable housing	Increase in % of youth who exit to safe and stable housing	
Family Reconciliation	Increase in % of youth who are referred to services that support reunification	

Education	Increase in % of youth who are currently enrolled in school or have graduated fro HS, or obtained GED	
Education	Increase in % of youth who pursue additional education and/or training after receiving HS diploma or GED	
Employment	Increase in the % of youth who are currently working	
Income	Increase in % of youth who maintained or increased income	
Healthcare	Increase in % of youth who identify an improvement in their quality of behavioral health and supports	
Well-Being	Increase in % of youth who have a permanent positive adult or community connection outside the project	

SOS	Minimum Performance Standards	2022 - 2023
Positive Outcomes	Increase in % of exits to positive outcomes	

Family Reconciliation	Increase in % of youth who are referred to services that support reunification	
Education	Increase in % of youth who are currently enrolled in school or have graduated from HS, or obtained GED	

SOS	Minimum Performance Standards	2022 - 2023
Employment	Increase in % of youth who are currently working	
Healthcare	Increase in % of youth who obtain healthcare coverage	95%
Positive Adult or Community Connections	Increase in % of youth who have a permanent positive adult or community connection outside	93%

C. Young Adult Housing Program (YAHP)

Provides rental assistance, transitional housing, and case management to eligible young adults. Programs must abide by the Office of Homeless Youth Housing Program Guidelines

D. Street Outreach Services (SOS)

Provides services and resources either directly through referral to street youth (ages 12 to 17) and unaccompanied young adults (ages 18-24) as defined by RCW 43.330.702. Programs must abide by Office of Homeless Youth Guidelines for Outreach Programs

Attachment C Quarterly Performance Report

Date Requested:
 Agency Requesting:
 Contact Person:
 Email:
 Phone:
 OPR:

If any of the Minimum Performance Standards were not met, please explain why and how these deficiencies will be addressed moving forward.

Young Adult Housing Program (YAHP)	Performance Standards	Q4 2022	Q1 2023	Q2 2023
Safe and Stable housing	Increase in % of youth who exit to safe and stable housing			
Family Reconciliation	Increase in % of youth who are referred to services that support reunification			
Education	Increase in % of youth who are currently enrolled in school or have graduated from HS, or obtained GED			
Education	Increase in % of youth who pursue additional education and/or training after receiving HS diploma or GED			
Employment	Increase in the % of youth who are currently working			

Income	Increase in % of youth who			
Healthcare	Increase in % of youth who identify an improvement in their quality of behavioral health and supports			
Well-Being	Increase in % of youth who have a permanent positive adult or community connection outside the project			
SOS		Minimum Performance Standards	2022 - 2023	
Positive Outcomes	Increase in % of exits to positive outcomes			
Family Reconciliation	Increase in % of youth who are referred to services that support reunification			
Education	Increase in % of youth who are currently enrolled in school or have graduated from HS, or obtained GED			
Employment	Increase in % of youth who are currently working			
Healthcare	Increase in % of youth who obtain healthcare coverage	95%		

ATTACHMENT D: BUDGET

A.

Budget	
Category	Amount
OPERATIONS	
Salaries & Benefits	134,285
Professional Services	2,000
Office Space	3,000
Insurance	4,000
DIVERSION COSTS	
Diversion Assistance	1,179
ADMINISTRATION	
	14,446
Total	\$ 158,910.00

Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph G of this Agreement.

The GRANTEE shall report match information to the CITY on the match report form included in Attachment E Billing Sheet in accordance with the Match Reporting procedures outlined in [Section No. 9 Administrative Requirements] Project Income Report for projects with project income.

 City of Spokane Grantee Billing Form ACI SOS	City Clerk #	
	Vendor ID #	006700
	IDIS #	N/A

SUBMIT BILLING TO:	GRANTEE INFORMATION:	PROJECT INFORMATION:
City of Spokane - CHHS Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201 chhsreports@spokanecity.org	Volunteers of America 525 W 2nd Ave Spokane	Title: Dept. of Commerce SOS Project #: N/A Term: 10/01/2022 - 06/30/2022 ICR: 0.1

GRANTEE CERTIFICATION

Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. Vendor/Claimant Certificate: I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.

Signed By: _____ **Title:** _____ **Date:** _____
Printed Name: _____ **Telephone:** _____ **Email:** _____

EXPENSES	Expense Period:			
	<u>A</u> Grant Budget	<u>B</u> Current Expense Request	<u>C</u> Total Previously Requested	<u>D</u> Grant Balance (A-B-C)
OPERATIONS				
Salaries & Benefits	\$ 134,285.00	\$ -	\$ -	\$ 134,285.00
Professional Services	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Office Space	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
Insurane	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<i>Subtotal</i>	\$ 143,285.00	\$ -	\$ -	\$ 143,285.00
DIVERSION				
Diversion Assistance	\$ 1,179.00	\$ -	\$ -	\$ 1,179.00
<i>Subtotal</i>	\$ 1,179.00	\$ -	\$ -	\$ 1,179.00
ADMINISTRATIVE COSTS				
Indirect Cost	\$ 14,446.00	\$ -	\$ -	\$ 14,446.00
	\$ -	\$ -	\$ -	\$ -
<i>Subtotal</i>	\$ 14,446.00	\$ -	\$ -	\$ 14,446.00
Total Program Income Unspent (reduction to total reimbursement request)		\$ -	\$ -	
GRAND TOTAL	\$ 158,910.00	\$ -	\$ -	\$ 158,910.00
Contract Amount (auto populated)	\$ 158,910.00	% Expended:		0.00%
Total Expended to Date (auto populated)	\$ -	% Remaining:		100.00%
Contract Remaining Balance	\$ 158,910.00			
← Check box if final request.		CHHS Approval:		

Information & Instructions for Completing Grantee Billing Form & Itemized Expense Reports

A reimbursement request, otherwise known as a bill or invoice, consists of a Grantee Billing Form, Payee Expense Report, Staff Expense Report and detailed documentation of the expenses. The billing form includes the approved budget categories and amounts during the active performance period of the Agreement. The Payee Expense Report and Staff Expense Report should be completed to detail each itemized expense being requested on the billing form in the Current Expense Request in Column B in aggregate value for each Approved Budget Category for the current expense period.

You should bill monthly for expenditures. If there have been no expenditures paid for the previous month, an invoice is not required. Please submit a final reimbursement request with all required documentation by the identified date in your Agreement. A final program report will be required to be submitted as well. You will not be paid until all documentation and final reports are received. HMIS Data MUST be electronically posted in the HMIS database before invoices will be paid.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration), Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration), Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a

Complete the Housing Assistance Detail Report for each housing assistance expense (rental application fees, rental assistance, security deposits, etc.) you are claiming reimbursement for. Record the HMIS client ID number, housing assistance expense type (application fee, security deposit, rent assistance, etc.) unit/FMR info if known, client lease information if known, and reimbursement information. If your grant is providing housing assistance through two or more projects, complete a Housing Assistance Detail Report for each one. If needed, complete the Housing Assistance Adjustment Report to explain changes to previously reported housing assistance expenses charged to the grant including Adjustment Reason.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

The billing form and itemized expense reports MUST be signed in ink. The formulas should not be changed or adjusted in the form(s).

Completing the Grantee Billing Form:

- Name and address of your organization requesting reimbursement.
- Expense Period (should bill as monthly expenses, January, February, etc.)
- Enter total amount of Monthly Actual in Column B to represent the amount requested for reimbursement for the current period in the line item category of the approved budget (i.e. - Rapid Re-Housing, Emergency Shelter and Administration) and should reflect the total of itemized expenses on the Payee Expense and Staff Expense Reports. The Payee Expense and Staff Expense Reports must be completed and submitted with the billing form. You may not transfer funds between approved categories without written preapproval from the City.
- Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The amount entered should reflect all previously requested amounts except the current monthly amount. This must be completed and updated each time you prepare the form to request reimbursement of expenses. (The documents' formulas will calculate totals and update remaining Budget Balance in Column D to ensure reconciliation and budget tracking for both the agency and the City).
- Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or indirect expenses please send the allocation plan to the City for review and approval if it has not already been provided.
- Sign in ink, provide title, date, email address and telephone number before sending for approval and payment processing to City of Spokane Community, Housing, and Human Services Department.

Documentation Required for Billing Forms:

All requests for reimbursement must be supported by documentation necessary to show that the costs charged to the grant funds were incurred during the active performance period of the Agreement, were actually paid out, were allowable items and have been approved by the responsible official within the organization. For example:

Salary and Fringe – receipts, payroll reports, timesheets signed by the employee and the immediate supervisor, letters of employment that include rate of pay, benefits and employee withholdings. For staff directly charged to a grant funded program or project time and attendance records should be included as well. Other sources of documentation might include, canceled checks from employees, insurance provider, etc. or evidence of direct deposits which document outlay of expenses. **100% of the time daily must be recorded for all hours worked by activity performed. This is required for all federally funded grant positions.**

Rent/Utilities – proof of payment to vendor, rental or lease agreement, utility bills. If the cost of the space or utilities is split between grant funded and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources and the method provided.

Supplies and Materials (all Goods) – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. It's also helpful to keep information regarding where the supplies are stored and for what program or project are they being used in the organizations' internal file.

Equipment – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. Packing slips are only proof of delivery and do not act as an invoice from the vendor. If the item received is an inventorial piece of equipment, the serial number, model, and inventory tag should be noted on the purchase order or invoice from the vendor.

Other – proof of payment, receipts, invoices from vendor. Please contact the City for specific questions on required documentation.

Admin/Indirect Costs – methodology of application applied in accordance with Federal Guidance on allocation of direct costs for non-profits using the base most appropriate (for federally funded agreements) or applied in accordance with a methodology that the City has approved the use of (for agreements funded with non-federal sources).

If you are allocating either direct expenses or indirect expenses using a rate other than a federally negotiated rate or the de minimis rate (10% MTDC) the use of your allocation plan must be approved by the City prior to you charging the grant program. The allocation should consist of your pooled costs or cost basis and the narrative for the methodology applied to determining the calculated rate or percentage. Direct expenses allocated usually include utilities, rent, agency liability insurance, and may include staff paid time allocated as well.

Payee Expense Report

Organization:	Volunteers of America	Grant #:	N/A	City Clerk #:	_____
Prepared By:		Title:		Date:	

Please complete the table for ALL (non-Staff) expenses for the reported period. Copies of receipts and invoices MUST be attached.

Payee/Vendor Name	Expense Category (Support Services, Operating Expenses, etc.)	Expenditure Type (Rent, Maintenance, Furnishings, Case Management etc.)	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total
EXAMPLE: Avista	Operating Expenses	Utilities	\$ 90.91	\$ 9.09	\$ 100.00
			\$ -	\$ -	\$ -
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			\$ -	\$ -	\$ -
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Total Current Expenses Requested this Period			\$ -	\$ -	\$ -

Staff Expense Report

Organization:	Volunteers of America	Grant #:	N/A	City Clerk #:	_____
Prepared By:		Title:		Date:	

Please complete the table for all STAFF expenses for the reported period. Signed timesheets MUST be attached.

Name	Activity Funded	Total Hours Worked (100% of time on ALL activities)	Hours Worked on Listed Activity	Total Salary and Fringe paid to Employee	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total Billed to this Grant	Match Contribution this Period
Example: Doe, John	Case Management	80.00	60.00	\$ 1,200.00	\$ 818.00	\$ 82.00	\$ 900.00	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
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Total Staff Expenses Requested this Period					\$ -	\$ -	\$ -	\$ -

Housing Assistance Detail Report												
Organization: Volunteers of America		Project #: N/A				City Clerk #: _____						
Prepared By: _____		Title: _____				Date: _____						
HMIS Client ID	Assistance Type (Rent Assistance, Application Fee, Security Deposit, etc.)	Unit and FMR Information				Client Lease Information				Reimbursement Information		
		Property Address	Unit Number	Unit Size	FMR or reasonable rent	Contract Rent	Utility Allow.	Rental Deposit	Gross Rent	Total Tenant Payment	Due from City	Due from Tenant
Total Billed to City										\$	-	

Housing Assistance Adjustment Report

Organization:	Volunteers of America			Project #:	N/A			City Clerk #:		
Prepared By:				Title:				Date:		
Client ID	Unit Address and Number	Reason for Adjustment	Original Billing Period	Original Amount Charged to Grant	Revised Amount Charged to Grant	Difference (Due To)/From Grant	Original Amount Charged to Tenant	Revised Amount Charged to Tenant	Difference (Due To)/From Tenant	
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
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Total Billed to City							\$ -			

Match Report					
Organization:	Volunteers of America	Grant #:	N/A	City Clerk #:	_____
Prepared By:		Title:		Date:	
Project Match Requirement:	\$ -	Match Type:			
Please complete the table and provide required supporting documentation to demonstrate that the project match requirement has been met.					
Expense Category	Expense Subcategory	Match Type (cash or in-kind)	Reporting Period Actual	Previously Reported	Total to Date
			\$ -	\$ -	\$ -
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Total Project Match Reported			\$ -	\$ -	\$ -

Program Income Report

Organization:	Volunteers of America	Grant #:	N/A	City Clerk #:	_____	Total Program Income Earned:
Prepared By:		Title:		Date:		\$ -

Please complete the table for ALL expenses paid with Program Income prior to the request for reimbursement of grant funds for the reported period.

Date Expended	Expense Category (Support Services, Operating Expenses, etc.)	Expense Type (Rent, Maintenance, Furnishings, Case Management etc.)	Amount	Notes
			\$ -	
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			\$ -	
Total Program Income Expended			\$ -	
Total Program Income Unspent (reduction to total reimbursement request)			\$ -	

Attachment F Out of Cycle Contract Amendment Request

Date Requested:
 Agency Requesting:
 Contact Person:
 Email:
 Phone:
 OPR:

Type of Revision Requested Budget Revision Performance Other

Please Describe your Request

If this is a budget revision please update the budget chart below

Budget Category	Original Budget	Adjustment Request mm.dd.yy	Budget After Adjustment	Expenses through mm.dd.yy	Balance Remaining
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

#DIV/0!

Attachment G

Federal Requirements

1. ADMINISTRATIVE REQUIREMENTS.

A. FINANCIAL MANAGEMENT.

1) Accounting Standards

The GRANTEE agrees to comply with 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP).

2) Cost Principles

The GRANTEE shall administer its program in conformance with 2 CFR 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING

1) Inventory Reports

The GRANTEE shall provide an annual and close-out inventory report to the CITY, of any fixed assets with an initial cost exceeding \$5,000 purchased or passed-through under this Agreement. The inventory report shall contain: the CFDA number of the grant which purchased the equipment and other award identification information, description of the property, serial or other identification number, who holds title, the acquisition date, cost of the property, percentage of federal participation in the costs, location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property being tracked. The annual report shall be provided within thirty (30) days of the end of the fiscal year of the GRANTEE during the performance period and the close-out inventory report shall be provided within fifteen (15) days of the end of the term of this Agreement.

C. PROCUREMENT.

1) Compliance

GRANTEE shall maintain and follow procurement policies and procedures in accordance with 2 CFR 200 Subpart D, for all purchases funded by Federal funds under this Agreement.

GRANTEE and Subgrantees must receive prior approval from CITY for using funds from this Grant to enter into a sole source contract or a Grant

where only one bid or proposal is received when value of the purchase or grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of the proposed contract and any related procurement documents and justification for non-competitive procurement, if applicable.

D. USE AND REVERSION OF ASSETS.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- 1) The GRANTEE shall transfer to the CITY any funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination;
- 2) Real property under the GRANTEE's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet the program's objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the GRANTEE fails to use program-assisted real property in a manner that meets a program objective for the prescribed period of time, the GRANTEE shall pay the CITY an amount equal to the current fair market value of the property, less any portion of the value attributable to expenditures of non-program funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the CITY. The GRANTEE may retain real property acquired or improved under this Agreement after the expiration of the five-year period; and
- 3) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement and then sold, those proceeds shall be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the GRANTEE for activities under this Agreement shall be (a) transferred to the CITY for the program or (b) retained after compensating the CITY an amount equal to the current fair market value of the equipment, less the percentage of non-programmatic funds used to acquire the equipment.

2. TERMINATION

In accordance with 2 CFR 200.338 and 200.339, the CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD or CITY guidelines, policies or directives as may become applicable at any time;

- b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Ineffective or improper use of funds provided under this Agreement; or
- d. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be termination. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

If the Agreement is terminated or partially terminated, both the CITY and GRANTEE remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities. In addition, CITY shall report any terminations for the GRANTEE's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) as required under 2 CFR 200.340.

3. ADMINISTRATIVE REQUIREMENTS.

A. FINANCIAL MANAGEMENT.

1) Accounting Standards

The GRANTEE agrees to comply with 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP).

2) Cost Principles

The GRANTEE shall administer its program in conformance with 2 CFR 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records required by the Federal regulations specified in 2 CFR 200 Subpart D, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the objectives of the program;
- c. Records required to determine the eligibility of activities;

- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with program assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the program;
- f. Financial records as required;
- g. Program participant records and services provided;
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three (3) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD, in which the activities assisted under the Agreement are reported on for the final time as defined in 24 CFR 570.502. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

4) Disclosure

a. "Confidential Information" as used in this section includes:

- i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
- ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
- iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE 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 GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- c. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY 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.
- d. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
- e. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over program funds, including program income.

6) Audits & Inspections

All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, HUD or its agent, or other authorized Federal officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200 Subpart F. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those GRANTEEs expending less than \$750,000 in Federal funds. GRANTEE's requirement to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS) or; Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records in the same manner. The CITY has the right to audit the finances of the GRANTEE to ensure that actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

4. PERSONNEL AND PARTICIPANT CONDITIONS.

A. CIVIL RIGHTS.

1) Compliance

The GRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

The GRANTEE shall also comply with the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule (Equal Access Rule) as provided under 77 FR 5662.

2) Nondiscrimination

The GRANTEE agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and Executive Orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

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 GRANTEE 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 GRANTEE.

Discrimination shall not include GRANTEE's selection of certain individuals to serve as Board members or managers on the basis of membership in a protected class provided that the selection is based on a bona fide occupational qualification.

3) Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the GRANTEE shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The GRANTEE, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4) Section 504

The GRANTEE agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the GRANTEE with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. AFFIRMATIVE ACTION.

1) Approved Plan

The GRANTEE agrees that it shall be committed to carry out an Affirmative Action Program in accordance with President's Executive Order 11246.

2) Women- and Minority-Owned Businesses (W/MBE)

The GRANTEE will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are: Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The GRANTEE may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) Access to Records

The GRANTEE shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4) Notifications

The GRANTEE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the GRANTEE's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that it is an Equal Opportunity or Affirmative Action employer.

6) Subcontract Provisions

The GRANTEE will include the provisions of Section No. 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

C. EMPLOYMENT RESTRICTIONS

1) Prohibited Activity

The GRANTEE is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2) Labor Standards

- a. The GRANTEE agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The GRANTEE agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The GRANTEE shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.
- b. The GRANTEE agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the GRANTEE of its obligation, if any, to require payment of the higher wage. The GRANTEE shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3) “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the CITY, the GRANTEE and any of the GRANTEE's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the GRANTEE and any of the GRANTEE's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The GRANTEE certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The GRANTEE further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The GRANTEE further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The GRANTEE certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The GRANTEE agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The GRANTEE will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The GRANTEE will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. CONDUCT.

1) Assignability

The GRANTEE shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the GRANTEE from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

2) Subcontracts

a. Approvals

The GRANTEE shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.

b. Monitoring

The GRANTEE will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The GRANTEE shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The GRANTEE shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis, in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

3) Hatch Act

The GRANTEE agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the

conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4) Conflict of Interest

The GRANTEE agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, and Continuum of Care based contracts must abide by the provisions of 2 CFR 578.95, which include (but are not limited to) the following:

- a. The GRANTEE shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the GRANTEE shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to program-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the program-assisted activity, or with respect to the proceeds from the program-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the GRANTEE, or any designated public agency.
- d. GRANTEE shall disclose in writing any potential conflict of interest to the CITY in a timely manner.

5) Lobbying

The GRANTEE hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) [below] of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6) Copyright

If this Agreement results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7) Religious Activities

The GRANTEE agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

- a. Organizations that are directly funded under the program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

4. ENVIRONMENTAL CONDITIONS.

A. AIR AND WATER

The GRANTEE agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the GRANTEE shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. LEAD-BASED PAINT

The GRANTEE agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all program-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7) years. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. HISTORIC PRESERVATION

The GRANTEE agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

6. GENERAL CONDITIONS – Applicable to Continuum of Care Awards.

The GRANTEE agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, part 578 (the U.S. Housing and Urban Development regulations

concerning Continuum of Care Grants) except that (1) the GRANTEE does not assume the CITY's environmental responsibilities described in 24 CFR 58 and (2) the GRANTEE does not assume the CITY's responsibility for initiating the review process under the provisions of 24 CFR Part 58. The GRANTEE also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE Further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

GRANTEE shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

AGREEMENT BETWEEN

**CITY OF SPOKANE ("CITY") AND Volunteers of America ("GRANTEE")
IN CONJUNCTION WITH OHY PROGRAMS**

1. Grantee Volunteers of America 525 W 2nd Ave Spokane		2. Contract Amount 237,325		3. Tax ID 91-0577131		4. UEI# NB2NUDTNWK4	
5. Grantee's Program Representative Bridget Cannon SVP Crisis Interventions 525 W 2nd Ave Spokane 509-688-1120 bcannon@voaspokane.org				6. City's Program Representative Richard Olson 801 W Spokane Falls BLVD Spokane, WA, 99203 509.625.6579 rolson@spokanecity.org			
7. Grantee's Contract Representative Bridget Cannon SVP Crisis Interventions 525 W 2nd Ave Spokane 509-688-1120 bcannon@voaspokane.org				8. City's Contract Representative Paul Grinder 801 W Spokane Falls BLVD Spokane, WA, 99203 509-625-6032 pgrinder@spokanecity.org			
9. Grantee's Financial Representative Dayna Brown, Finance Manager 525 W 2nd Ave Spokane 509-688-1107 dbrown@voa.org				10. City of Spokane Internal Items Department of Commerce YAHP 006700 N/A N/A			
11. Grantor Award # N/A		12. Start Date 10/1/2022		13. End Date 6/30/2023			
14. Federal Funds N/A		CFDA # N/A	Federal Agency N/A		Program Title Young Adult Housing Program (YAHP)		
15. Total Federal Award N/A		16. Federal Award Date N/A		17. Research & Development? N/A		18. Indirect Cost Rate 10%	
19. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-approved by Funder				20. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit			
<p>21: Grant Purpose: The Continuum of Care program is authorized by subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381-11389). The program is designed to: (1) Promote communitywide commitment to the goal of ending homelessness; (2) Provide funding for efforts by nonprofit providers, States, and local governments to quickly rehouse homeless individuals, families, and communities by homelessness; (3) Promote access to and effective utilization of mainstream programs by homeless individuals and families; and (4) Optimize self-sufficiency among individuals and families experiencing homelessness.</p> <p>This Agreement is subject to program requirements as described in 24 CFR Part 578 and uniform administrative requirements as described in 2 CFR Part 200, as applicable.</p>							
<p>22. CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed, to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) Spokane City & County WA-502 Continuum of Care Policies & Procedures, (3) Homeless Services and Rehousing Programs Monitoring Guide for Sub-Recipients, (4) Data Quality Plan, (5) Attachment "A" Suspension & Debarment and FFATA Certification, (6) Attachment "D" - Grantee Billing Form, and (7) Attachment "C" Annual Performance Report Process.</p>							



CITY OF SPOKANE
CONTRACT
Title: YOUNG ADULT HOUSING PROGRAM

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **VOLUNTEERS OF AMERICA**, whose address is 525 W 2ND, as ("GRANTEE"), individually hereafter referenced as a "GRANTEE", and together as the "parties".

WHEREAS, the GRANTEE was selected through The Homeless Youth Services NOFA for this contract;

The parties agree as follows:

1. **SCOPE OF SERVICE.** The GRANTEE shall provide services in accordance with the proposal dated June 26, 2022. Performance measures are attached as Attachment B.
2. **CONTRACT TERM/PERIOD OF PERFORMANCE.** The Contract shall begin October 1, 2022 and shall run through June 30, 2023, unless terminated sooner. This Contract may be amended as needed by written agreement of the parties.
3. **BUDGET.** The City shall reimburse the GRANTEE a maximum amount not to exceed **TWO HUNDRED THIRTY SEVEN THOUSAND THREE HUNDRED TWENTY FIVE AND NO/100 (\$237,325)**, for all things necessary or incidental to the performance of services as listed in ATTACHMENT B. Reimbursement for services shall be in accordance with the terms and conditions attached in the budget, ATTACHMENT D, as well as in accordance with the program performance requirements outlines in ATTACHMENT B. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.
4. **PAYMENT PROCEDURES.** The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment D and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in Attachment E. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10th of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted

on or before the 10th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

A. Reimbursement Requests:

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

With the exception of the invoices for the first and last months of the project, the GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment.

B. Payment:

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE 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.

In the event that the CITY or HUD determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or HUD may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- 1) The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- 2) The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- 3) The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

C. Program Income

The GRANTEE shall report monthly on invoices submitted to CITY on all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with program funds made available under this Agreement. The use of program income by the GRANTEE shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the GRANTEE may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period.

D. Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. Travel

The GRANTEE shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

5. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS. Each party shall comply with all applicable federal, state, and local laws and regulations. Including program specific regulations as outlined in document attachments.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. NOTICES. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

8. AMENDMENTS. The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests**

submitted within the final ninety days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis. Requests for amendments to the budget must be submitted in writing using Attachment F Amendment Request Form.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

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

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

A. The CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- 1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time;
- 2) Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement;
- 3) Ineffective or improper use of funds provided under this Agreement; or
- 4) Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

B. This Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

11. 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.

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - 1) Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

13. GENERAL CONDITIONS

A. "INDEPENDENT CONTRACTOR".

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment

of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor.

B. WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

C. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

14. Special Conditions

The GRANTEE shall send essential staff to all mandatory City, funder, and/or HUD training and information meetings.

The GRANTEE shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

The GRANTEE shall not subaward any funds included in this Agreement without prior approval from the CITY.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE Further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

GRANTEE shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

15. 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. ATTACHMENT A.

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

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

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

19. 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.

20. ADMINISTRATIVE REQUIREMENTS.

A. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records pertinent to the Program and activities to be funded under this Agreement. Such records shall include and show compliance with the following as applicable, but not be limited to:

- a. Records documenting homeless status or at risk of homeless status;
- b. Records documenting reasonable belief of imminent threat of harm;
- c. Records documenting annual income;
- d. Program participant records, housing standards and services provided;
- e. Conflict of interest and confidentiality requirements;
- f. Records documenting compliance with housing standards and Fair Housing; and
- g. Other records necessary to properly and thoroughly document Program compliance.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three (3) years. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

4) Disclosure

h. "Confidential Information" as used in this section includes:

- i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
 - ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
 - iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- i. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE 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 GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- i. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY 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.
 - ii. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
 - iii. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over program funds, including program income.

6) Audits & Inspections

The GRANTEE shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE shall comply with Federal audit requirements who expend in excess of \$750,000 of federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

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, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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

23. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

24. WAIVER

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to 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 signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

GRANTEE

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Attachment A – Debarment and Suspension
- Attachment B – Services to be performed
- Attachment C – Performance Report
- Attachment D – Budget
- Attachment E – Billing Sheet
- Attachment F – Amendment Request Form
- Attachment H – CMIS Requirements (if Applicable)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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 for or otherwise criminally or civilly charged by a governmental 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 Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, 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.
- (4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- (5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- (6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes If yes, answer question 2 below.

No If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

The Grantee certifies that the information contained on this form is true and accurate.

By: _____
Title: _____
Date: _____

Attachment B: Scope of Service

A. ACTIVITIES

Outreach Services: Community based outreach services identify young people experiencing unsheltered homelessness and help them access crisis and long-term housing.

Rapid re-housing programs should contain the 3 core components:

- Housing Identification
- Rent and Move-In Assistance
- Rapid Re-Housing Case Management and Services

Transitional Housing Programs should the following key features and promising practices:

- Variety of Housing Configurations
- Individualized and Flexible Service Delivery
- Vulnerable Populations
- Forge Community Connections
- Exit Planning

B. PERFORMANCE MEASURES

Project performance measures are identified as follows:

CMIS Project Name(s):	
Population(s) Served	
# of Units in Inventory:	
# of Beds in Inventory:	
Projected # of Households Served	

Young Adult Housing Program (YAHP)	Performance Standards	2022 - 2023
Safe and Stable housing	Increase in % of youth who exit to safe and stable housing	
Family Reconciliation	Increase in % of youth who are referred to services that support reunification	

Education	Increase in % of youth who are currently enrolled in school or have graduated fro HS, or obtained GED	
Education	Increase in % of youth who pursue additional education and/or training after receiving HS diploma or GED	
Employment	Increase in the % of youth who are currently working	
Income	Increase in % of youth who maintained or increased income	
Healthcare	Increase in % of youth who identify an improvement in their quality of behavioral health and supports	
Well-Being	Increase in % of youth who have a permanent positive adult or community connection outside the project	

SOS	Minimum Performance Standards	2022 - 2023
Positive Outcomes	Increase in % of exits to positive outcomes	

Family Reconciliation	Increase in % of youth who are referred to services that support reunification	
Education	Increase in % of youth who are currently enrolled in school or have graduated from HS, or obtained GED	

SOS	Minimum Performance Standards	2022 - 2023
Employment	Increase in % of youth who are currently working	
Healthcare	Increase in % of youth who obtain healthcare coverage	95%
Positive Adult or Community Connections	Increase in % of youth who have a permanent positive adult or community connection outside	93%

C. Young Adult Housing Program (YAHP)

Provides rental assistance, transitional housing, and case management to eligible young adults. Programs must abide by the Office of Homeless Youth Housing Program Guidelines

D. Street Outreach Services (SOS)

Provides services and resources either directly through referral to street youth (ages 12 to 17) and unaccompanied young adults (ages 18-24) as defined by RCW 43.330.702. Programs must abide by Office of Homeless Youth Guidelines for Outreach Programs

Attachment C Quarterly Performance Report

Date Requested:
 Agency Requesting:
 Contact Person:
 Email:
 Phone:
 OPR:

If any of the Minimum Performance Standards were not met, please explain why and how these deficiencies will be addressed moving forward.

Young Adult Housing Program (YAHP)	Performance Standards	Q4 2022	Q1 2023	Q2 2023
Safe and Stable housing	Increase in % of youth who exit to safe and stable housing			
Family Reconciliation	Increase in % of youth who are referred to services that support reunification			
Education	Increase in % of youth who are currently enrolled in school or have graduated from HS, or obtained GED			
Education	Increase in % of youth who pursue additional education and/or training after receiving HS diploma or GED			
Employment	Increase in the % of youth who are currently working			

Income	Increase in % of youth who			
Healthcare	Increase in % of youth who identify an improvement in their quality of behavioral health and supports			
Well-Being	Increase in % of youth who have a permanent positive adult or community connection outside the project			
SOS		Minimum Performance Standards	2022 - 2023	
Positive Outcomes	Increase in % of exits to positive outcomes			
Family Reconciliation	Increase in % of youth who are referred to services that support reunification			
Education	Increase in % of youth who are currently enrolled in school or have graduated from HS, or obtained GED			
Employment	Increase in % of youth who are currently working			
Healthcare	Increase in % of youth who obtain healthcare coverage	95%		

ATTACHMENT D: BUDGET

A.

Budget	
Category	Amount
Program Operations	
Salaries & Benefits	139,277
Professional Services	1,000
Equipment and Supplies	250
Office Space	10,350
Office Utilities	423
Travel	750
Insurance	
Support Services	
Total Program Operations	152,050
Rental supports	
Lease or Rent Payments	56,700
Other Building Costs	7,000
Total Rent Assistance	63,700
Administration	
Administration	21,575
Grand Total	237,325

Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph G of this Agreement.

The GRANTEE shall report match information to the CITY on the match report form included in Attachment E Billing Sheet in accordance with the Match Reporting procedures outlined in [Section No. 9 Administrative Requirements] Project Income Report for projects with project income.

 City of Spokane Grantee Billing Form Young Adult Housing Program	City Clerk #	
	Vendor ID #	006700
	IDIS	N/ATW

SUBMIT BILLING TO:	GRANTEE INFORMATION:	PROJECT INFORMATION:
City of Spokane - CHHS Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201 chhsreports@spokanecity.org	Volunteers of America 525 W 2nd Ave Spokane	Title: Department of Commerce YAHP Project #: N/A Term: 10/01/2022 - 06/30/2022 ICR: 0.1

GRANTEE CERTIFICATION

Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. Vendor/Claimant Certificate: I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.

Signed By: _____ **Title:** _____ **Date:** _____
Printed Name: _____ **Telephone:** _____ **Email:** _____

EXPENSES	Expense Period:			
	<u>A</u> Grant Budget	<u>B</u> Current Expense Request	<u>C</u> Total Previously Requested	<u>D</u> Grant Balance (A-B-C)
PROGRAM OPERATIONS				
Salaries & Benefits	\$ 139,277.00	\$ -	\$ -	\$ 139,277.00
Professional Services	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Equipment and Supplies	\$ 250.00	\$ -	\$ -	\$ 250.00
Office Space	\$ 10,350.00	\$ -	\$ -	\$ 10,350.00
Office Utilities	\$ 423.00	\$ -	\$ -	\$ 423.00
Travel	\$ 750.00	\$ -	\$ -	\$ 750.00
<i>Subtotal</i>	\$ 152,050.00	\$ -	\$ -	\$ 152,050.00
RENTAL SUPPORTS				
Lease or Rent Payments	\$ 56,700.00	\$ -	\$ -	\$ 56,700.00
Other Building Costs	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00
<i>Subtotal</i>	\$ 63,700.00	\$ -	\$ -	\$ 63,700.00
ADMINISTRATIVE COSTS				
	\$ 21,575.00	\$ -	\$ -	\$ 21,575.00
	\$ -	\$ -	\$ -	\$ -
<i>Subtotal</i>	\$ 21,575.00	\$ -	\$ -	\$ 21,575.00
Total Program Income Unspent (reduction to total reimbursement request)		\$ -	\$ -	
GRAND TOTAL	\$ 237,325.00	\$ -	\$ -	\$ 237,325.00
Contract Amount (auto populated)	\$ 237,325.00	% Expended:		0.00%
Total Expended to Date (auto populated)	\$ -	% Remaining:		100.00%
Contract Remaining Balance	\$ 237,325.00			
← Check box if final request.		CHHS Approval:		

Information & Instructions for Completing Grantee Billing Form & Itemized Expense Reports

A reimbursement request, otherwise known as a bill or invoice, consists of a Grantee Billing Form, Payee Expense Report, Staff Expense Report and detailed documentation of the expenses. The billing form includes the approved budget categories and amounts during the active performance period of the Agreement. The Payee Expense Report and Staff Expense Report should be completed to detail each itemized expense being requested on the billing form in the Current Expense Request in Column B in aggregate value for each Approved Budget Category for the current expense period.

You should bill monthly for expenditures. If there have been no expenditures paid for the previous month, an invoice is not required. Please submit a final reimbursement request with all required documentation by the identified date in your Agreement. A final program report will be required to be submitted as well. You will not be paid until all documentation and final reports are received. HMIS Data MUST be electronically posted in the HMIS database before invoices will be paid.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration), Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration), Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a

Complete the Housing Assistance Detail Report for each housing assistance expense (rental application fees, rental assistance, security deposits, etc.) you are claiming reimbursement for. Record the HMIS client ID number, housing assistance expense type (application fee, security deposit, rent assistance, etc.) unit/FMR info if known, client lease information if known, and reimbursement information. If your grant is providing housing assistance through two or more projects, complete a Housing Assistance Detail Report for each one. If needed, complete the Housing Assistance Adjustment Report to explain changes to previously reported housing assistance expenses charged to the grant including Adjustment Reason.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

The billing form and itemized expense reports MUST be signed in ink. The formulas should not be changed or adjusted in the form(s).

Completing the Grantee Billing Form:

- Name and address of your organization requesting reimbursement.
- Expense Period (should bill as monthly expenses, January, February, etc.)
- Enter total amount of Monthly Actual in Column B to represent the amount requested for reimbursement for the current period in the line item category of the approved budget (i.e. - Rapid Re-Housing, Emergency Shelter and Administration) and should reflect the total of itemized expenses on the Payee Expense and Staff Expense Reports. The Payee Expense and Staff Expense Reports must be completed and submitted with the billing form. You may not transfer funds between approved categories without written preapproval from the City.
- Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The amount entered should reflect all previously requested amounts except the current monthly amount. This must be completed and updated each time you prepare the form to request reimbursement of expenses. (The documents' formulas will calculate totals and update remaining Budget Balance in Column D to ensure reconciliation and budget tracking for both the agency and the City).
- Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or indirect expenses please send the allocation plan to the City for review and approval if it has not already been provided.
- Sign in ink, provide title, date, email address and telephone number before sending for approval and payment processing to City of Spokane Community, Housing, and Human Services Department.

Documentation Required for Billing Forms:

All requests for reimbursement must be supported by documentation necessary to show that the costs charged to the grant funds were incurred during the active performance period of the Agreement, were actually paid out, were allowable items and have been approved by the responsible official within the organization. For example:

Salary and Fringe – receipts, payroll reports, timesheets signed by the employee and the immediate supervisor, letters of employment that include rate of pay, benefits and employee withholdings. For staff directly charged to a grant funded program or project time and attendance records should be included as well. Other sources of documentation might include, canceled checks from employees, insurance provider, etc. or evidence of direct deposits which document outlay of expenses. **100% of the time daily must be recorded for all hours worked by activity performed. This is required for all federally funded grant positions.**

Rent/Utilities – proof of payment to vendor, rental or lease agreement, utility bills. If the cost of the space or utilities is split between grant funded and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources and the method provided.

Supplies and Materials (all Goods) – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. It's also helpful to keep information regarding where the supplies are stored and for what program or project are they being used in the organizations' internal file.

Equipment – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. Packing slips are only proof of delivery and do not act as an invoice from the vendor. If the item received is an inventorial piece of equipment, the serial number, model, and inventory tag should be noted on the purchase order or invoice from the vendor.

Other – proof of payment, receipts, invoices from vendor. Please contact the City for specific questions on required documentation.

Admin/Indirect Costs – methodology of application applied in accordance with Federal Guidance on allocation of direct costs for non-profits using the base most appropriate (for federally funded agreements) or applied in accordance with a methodology that the City has approved the use of (for agreements funded with non-federal sources).

If you are allocating either direct expenses or indirect expenses using a rate other than a federally negotiated rate or the de minimis rate (10% MTDC) the use of your allocation plan must be approved by the City prior to you charging the grant program. The allocation should consist of your pooled costs or cost basis and the narrative for the methodology applied to determining the calculated rate or percentage. Direct expenses allocated usually include utilities, rent, agency liability insurance, and may include staff paid time allocated as well.

Payee Expense Report

Organization:	Volunteers of America	Grant #:	N/A	City Clerk #:	
Prepared By:		Title:		Date:	

Please complete the table for ALL (non-Staff) expenses for the reported period. Copies of receipts and invoices MUST be attached.

Payee/Vendor Name	Expense Category (Support Services, Operating Expenses, etc.)	Expenditure Type (Rent, Maintenance, Furnishings, Case Management etc.)	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total
EXAMPLE: Avista	Operating Expenses	Utilities	\$ 90.91	\$ 9.09	\$ 100.00
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			\$ -	\$ -	\$ -
Total Current Expenses Requested this Period			\$ -	\$ -	\$ -

Staff Expense Report

Organization:	Volunteers of America	Grant #:	N/A	City Clerk #:	_____
Prepared By:		Title:		Date:	

Please complete the table for all STAFF expenses for the reported period. Signed timesheets MUST be attached.

Name	Activity Funded	Total Hours Worked (100% of time on ALL activities)	Hours Worked on Listed Activity	Total Salary and Fringe paid to Employee	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total Billed to this Grant	Match Contribution this Period
Example: Doe, John	Case Management	80.00	60.00	\$ 1,200.00	\$ 818.00	\$ 82.00	\$ 900.00	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
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Total Staff Expenses Requested this Period					\$ -	\$ -	\$ -	\$ -

Housing Assistance Detail Report

Organization:	Volunteers of America	Project #:	N/A							City Clerk #:	_____		
Prepared By:				Title:						Date:			
HMIS Client ID	Assistance Type (Rent Assistance, Application Fee, Security Deposit, etc.)	Unit and FMR Information				Client Lease Information				Reimbursement Information			
		Property Address	Unit Number	Unit Size	FMR or reasonable rent	Contract Rent	Utility Allow.	Rental Deposit	Gross Rent	Total Tenant Payment	Due from City	Due from Tenant	
Total Billed to City										\$	-		

Housing Assistance Adjustment Report

Organization:	Volunteers of America			Project #:	N/A			City Clerk #:		
Prepared By:				Title:				Date:		
Client ID	Unit Address and Number	Reason for Adjustment	Original Billing Period	Original Amount Charged to Grant	Revised Amount Charged to Grant	Difference (Due To)/From Grant	Original Amount Charged to Tenant	Revised Amount Charged to Tenant	Difference (Due To)/From Tenant	
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
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Total Billed to City						\$ -				

Match Report

Organization:	Volunteers of America	Grant #:	N/A	City Clerk #:	
Prepared By:		Title:		Date:	
Project Match Requirement:	\$ -	Match Type:			

Please complete the table and provide required supporting documentation to demonstrate that the project match requirement has been met.

Expense Category	Expense Subcategory	Match Type (cash or in-kind)	Reporting Period Actual	Previously Reported	Total to Date
			\$ -	\$ -	\$ -
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Total Project Match Reported			\$ -	\$ -	\$ -

Attachment F Out of Cycle Contract Amendment Request

Date Requested:
 Agency Requesting:
 Contact Person:
 Email:
 Phone:
 OPR:

Type of Revision Requested Budget Revision Performance Other

Please Describe your Request

If this is a budget revision please update the budget chart below

Budget Category	Original Budget	Adjustment Request mm.dd.yy	Budget After Adjustment	Expenses through mm.dd.yy	Balance Remaining
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
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			\$ -		\$ -
			\$ -		\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

#DIV/0!

Attachment G

Federal Requirements

1. ADMINISTRATIVE REQUIREMENTS.

A. FINANCIAL MANAGEMENT.

1) Accounting Standards

The GRANTEE agrees to comply with 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP).

2) Cost Principles

The GRANTEE shall administer its program in conformance with 2 CFR 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING

1) Inventory Reports

The GRANTEE shall provide an annual and close-out inventory report to the CITY, of any fixed assets with an initial cost exceeding \$5,000 purchased or passed-through under this Agreement. The inventory report shall contain: the CFDA number of the grant which purchased the equipment and other award identification information, description of the property, serial or other identification number, who holds title, the acquisition date, cost of the property, percentage of federal participation in the costs, location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property being tracked. The annual report shall be provided within thirty (30) days of the end of the fiscal year of the GRANTEE during the performance period and the close-out inventory report shall be provided within fifteen (15) days of the end of the term of this Agreement.

C. PROCUREMENT.

1) Compliance

GRANTEE shall maintain and follow procurement policies and procedures in accordance with 2 CFR 200 Subpart D, for all purchases funded by Federal funds under this Agreement.

GRANTEE and Subgrantees must receive prior approval from CITY for using funds from this Grant to enter into a sole source contract or a Grant

where only one bid or proposal is received when value of the purchase or grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of the proposed contract and any related procurement documents and justification for non-competitive procurement, if applicable.

D. USE AND REVERSION OF ASSETS.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- 1) The GRANTEE shall transfer to the CITY any funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination;
- 2) Real property under the GRANTEE's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet the program's objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the GRANTEE fails to use program-assisted real property in a manner that meets a program objective for the prescribed period of time, the GRANTEE shall pay the CITY an amount equal to the current fair market value of the property, less any portion of the value attributable to expenditures of non-program funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the CITY. The GRANTEE may retain real property acquired or improved under this Agreement after the expiration of the five-year period; and
- 3) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement and then sold, those proceeds shall be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the GRANTEE for activities under this Agreement shall be (a) transferred to the CITY for the program or (b) retained after compensating the CITY an amount equal to the current fair market value of the equipment, less the percentage of non-programmatic funds used to acquire the equipment.

2. TERMINATION

In accordance with 2 CFR 200.338 and 200.339, the CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD or CITY guidelines, policies or directives as may become applicable at any time;

- b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Ineffective or improper use of funds provided under this Agreement; or
- d. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be termination. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

If the Agreement is terminated or partially terminated, both the CITY and GRANTEE remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities. In addition, CITY shall report any terminations for the GRANTEE's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) as required under 2 CFR 200.340.

3. ADMINISTRATIVE REQUIREMENTS.

A. FINANCIAL MANAGEMENT.

1) Accounting Standards

The GRANTEE agrees to comply with 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP).

2) Cost Principles

The GRANTEE shall administer its program in conformance with 2 CFR 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records required by the Federal regulations specified in 2 CFR 200 Subpart D, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the objectives of the program;
- c. Records required to determine the eligibility of activities;

- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with program assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the program;
- f. Financial records as required;
- g. Program participant records and services provided;
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three (3) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD, in which the activities assisted under the Agreement are reported on for the final time as defined in 24 CFR 570.502. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

4) Disclosure

- a. "Confidential Information" as used in this section includes:
 - i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
 - ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
 - iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE 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 GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- c. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY 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.
- d. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
- e. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over program funds, including program income.

6) Audits & Inspections

All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, HUD or its agent, or other authorized Federal officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200 Subpart F. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those GRANTEEs expending less than \$750,000 in Federal funds. GRANTEE's requirement to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS) or; Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records in the same manner. The CITY has the right to audit the finances of the GRANTEE to ensure that actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

4. PERSONNEL AND PARTICIPANT CONDITIONS.

A. CIVIL RIGHTS.

1) Compliance

The GRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

The GRANTEE shall also comply with the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule (Equal Access Rule) as provided under 77 FR 5662.

2) Nondiscrimination

The GRANTEE agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and Executive Orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

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 GRANTEE 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 GRANTEE.

Discrimination shall not include GRANTEE's selection of certain individuals to serve as Board members or managers on the basis of membership in a protected class provided that the selection is based on a bona fide occupational qualification.

3) Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the GRANTEE shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The GRANTEE, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4) Section 504

The GRANTEE agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the GRANTEE with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. AFFIRMATIVE ACTION.

1) Approved Plan

The GRANTEE agrees that it shall be committed to carry out an Affirmative Action Program in accordance with President's Executive Order 11246.

2) Women- and Minority-Owned Businesses (W/MBE)

The GRANTEE will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are: Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The GRANTEE may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) Access to Records

The GRANTEE shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4) Notifications

The GRANTEE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the GRANTEE's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that it is an Equal Opportunity or Affirmative Action employer.

6) Subcontract Provisions

The GRANTEE will include the provisions of Section No. 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

C. EMPLOYMENT RESTRICTIONS

1) Prohibited Activity

The GRANTEE is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2) Labor Standards

- a. The GRANTEE agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The GRANTEE agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The GRANTEE shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.
- b. The GRANTEE agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the GRANTEE of its obligation, if any, to require payment of the higher wage. The GRANTEE shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3) “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the CITY, the GRANTEE and any of the GRANTEE's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the GRANTEE and any of the GRANTEE's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The GRANTEE certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The GRANTEE further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The GRANTEE further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The GRANTEE certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The GRANTEE agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The GRANTEE will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The GRANTEE will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. CONDUCT.

1) Assignability

The GRANTEE shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the GRANTEE from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

2) Subcontracts

a. Approvals

The GRANTEE shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.

b. Monitoring

The GRANTEE will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The GRANTEE shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The GRANTEE shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis, in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

3) Hatch Act

The GRANTEE agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the

conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4) Conflict of Interest

The GRANTEE agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, and Continuum of Care based contracts must abide by the provisions of 2 CFR 578.95, which include (but are not limited to) the following:

- a. The GRANTEE shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the GRANTEE shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to program-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the program-assisted activity, or with respect to the proceeds from the program-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the GRANTEE, or any designated public agency.
- d. GRANTEE shall disclose in writing any potential conflict of interest to the CITY in a timely manner.

5) Lobbying

The GRANTEE hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) [below] of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6) Copyright

If this Agreement results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7) Religious Activities

The GRANTEE agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

- a. Organizations that are directly funded under the program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

4. ENVIRONMENTAL CONDITIONS.

A. AIR AND WATER

The GRANTEE agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the GRANTEE shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. LEAD-BASED PAINT

The GRANTEE agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all program-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7) years. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. HISTORIC PRESERVATION

The GRANTEE agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

6. GENERAL CONDITIONS – Applicable to Continuum of Care Awards.

The GRANTEE agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, part 578 (the U.S. Housing and Urban Development regulations

concerning Continuum of Care Grants) except that (1) the GRANTEE does not assume the CITY's environmental responsibilities described in 24 CFR 58 and (2) the GRANTEE does not assume the CITY's responsibility for initiating the review process under the provisions of 24 CFR Part 58. The GRANTEE also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE Further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

GRANTEE shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

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

12/12/2022

Date Rec'd

12/6/2022

Clerk's File #

OPR 2022-0919

Renews #**Submitting Dept**

HOUSING & HUMAN SERVICES

Cross Ref #**Contact Name/Phone**

JENN CERECEDES 509.625.6055

Project #**Contact E-Mail**

JCERECEDES@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

APPROVAL TO DISPERSE OHY FUNDS TO VOA

Agenda Wording

We are asking for approval to disperse these funds to VOA from 10/1/22- 6/30/23,
 SOS (InReach Program) \$158,910 (OPR 2022-0918)
 YAHP (Bridge Housing Program) \$237,325 (OPR 2022-0919)

Summary (Background)

The City of Spokane receives funding from the Department of Commerce's Office of Homeless Youth for Street Outreach (SOS) and the Young Adult Housing Program (YAHP). We previously have allocated these funds to VOA, in our Homeless Youth Services RFP this year we included the remaining balance of these funds along with the Youth Homeless Demonstration Project dollars. We are asking for approval to disperse these funds to VOA from 10/1/22- 6/30/23.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

CERECEDES, JENNIFER

Study Session\Other

12/12/22

Division Director

MCCOLLIM, KIMBERLEY

Council Sponsor

Beggs and Stratton

Finance

MURRAY, MICHELLE

Distribution List**Legal**

BEATTIE, LAUREN

jcerecedes@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

rolson@spokanecity.org

Additional Approvals

rpinto@spokanecity.org

Purchasing

kclifton@spokanecity.org

ACCOUNTING - GRANTS

MURRAY, MICHELLE

pgrinder@spokanecity.org

AGREEMENT BETWEEN

**CITY OF SPOKANE ("CITY") AND Volunteers of America ("GRANTEE")
IN CONJUNCTION WITH OHY PROGRAMS**

1. Grantee Volunteers of America 525 W 2nd Ave Spokane		2. Contract Amount 237,325		3. Tax ID 91-0577131		4. UEI# NB2NUDTNWK4	
5. Grantee's Program Representative Bridget Cannon SVP Crisis Interventions 525 W 2nd Ave Spokane 509-688-1120 bcannon@voaspokane.org				6. City's Program Representative Richard Olson 801 W Spokane Falls BLVD Spokane, WA, 99203 509.625.6579 rolson@spokanecity.org			
7. Grantee's Contract Representative Bridget Cannon SVP Crisis Interventions 525 W 2nd Ave Spokane 509-688-1120 bcannon@voaspokane.org				8. City's Contract Representative Paul Grinder 801 W Spokane Falls BLVD Spokane, WA, 99203 509-625-6032 pgrinder@spokanecity.org			
9. Grantee's Financial Representative Dayna Brown, Finance Manager 525 W 2nd Ave Spokane 509-688-1107 dbrown@voa.org				10. City of Spokane Internal Items Department of Commerce YAHP 006700 N/A N/A			
11. Grantor Award # N/A		12. Start Date 10/1/2022		13. End Date 6/30/2023			
14. Federal Funds N/A		CFDA # N/A	Federal Agency N/A		Program Title Young Adult Housing Program (YAHP)		
15. Total Federal Award N/A		16. Federal Award Date N/A		17. Research & Development? N/A		18. Indirect Cost Rate 10%	
19. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-approved by Funder				20. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit			
21: Grant Purpose: The Continuum of Care program is authorized by subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381-11389). The program is designed to: (1) Promote communitywide commitment to the goal of ending homelessness; (2) Provide funding for efforts by nonprofit providers, States, and local governments to quickly rehouse homeless individuals, families, and communities by homelessness; (3) Promote access to and effective utilization of mainstream programs by homeless individuals and families; and (4) Optimize self-sufficiency among individuals and families experiencing homelessness. This Agreement is subject to program requirements as described in 24 CFR Part 578 and uniform administrative requirements as described in 2 CFR Part 200, as applicable.							
22. CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed, to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) Spokane City & County WA-502 Continuum of Care Policies & Procedures, (3) Homeless Services and Rehousing Programs Monitoring Guide for Sub-Recipients, (4) Data Quality Plan, (5) Attachment "A" Suspension & Debarment and FFATA Certification, (6) Attachment "D" - Grantee Billing Form, and (7) Attachment "C" Annual Performance Report Process.							



CITY OF SPOKANE
CONTRACT
Title: YOUNG ADULT HOUSING PROGRAM

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **VOLUNTEERS OF AMERICA**, whose address is 525 W 2ND, as ("GRANTEE"), individually hereafter referenced as a "GRANTEE", and together as the "parties".

WHEREAS, the GRANTEE was selected through The Homeless Youth Services NOFA for this contract;

The parties agree as follows:

1. **SCOPE OF SERVICE.** The GRANTEE shall provide services in accordance with the proposal dated June 26, 2022. Performance measures are attached as Attachment B.
2. **CONTRACT TERM/PERIOD OF PERFORMANCE.** The Contract shall begin October 1, 2022 and shall run through June 30, 2023, unless terminated sooner. This Contract may be amended as needed by written agreement of the parties.
3. **BUDGET.** The City shall reimburse the GRANTEE a maximum amount not to exceed **TWO HUNDRED THIRTY SEVEN THOUSAND THREE HUNDRED TWENTY FIVE AND NO/100 (\$237,325)**, for all things necessary or incidental to the performance of services as listed in ATTACHMENT B. Reimbursement for services shall be in accordance with the terms and conditions attached in the budget, ATTACHMENT D, as well as in accordance with the program performance requirements outlines in ATTACHMENT B. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.
4. **PAYMENT PROCEDURES.** The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment D and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in Attachment E. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10th of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted

on or before the 10th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

A. Reimbursement Requests:

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

With the exception of the invoices for the first and last months of the project, the GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment.

B. Payment:

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE 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.

In the event that the CITY or HUD determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or HUD may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- 1) The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- 2) The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- 3) The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

C. Program Income

The GRANTEE shall report monthly on invoices submitted to CITY on all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with program funds made available under this Agreement. The use of program income by the GRANTEE shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the GRANTEE may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period.

D. Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. Travel

The GRANTEE shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

5. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS. Each party shall comply with all applicable federal, state, and local laws and regulations. Including program specific regulations as outlined in document attachments.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. NOTICES. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

8. AMENDMENTS. The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests**

submitted within the final ninety days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis. Requests for amendments to the budget must be submitted in writing using Attachment F Amendment Request Form.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

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

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

A. The CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- 1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time;
- 2) Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement;
- 3) Ineffective or improper use of funds provided under this Agreement; or
- 4) Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

B. This Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

11. 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.

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - 1) Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

13. GENERAL CONDITIONS

A. "INDEPENDENT CONTRACTOR".

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment

of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor.

B. WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

C. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

14. Special Conditions

The GRANTEE shall send essential staff to all mandatory City, funder, and/or HUD training and information meetings.

The GRANTEE shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

The GRANTEE shall not subaward any funds included in this Agreement without prior approval from the CITY.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE Further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

GRANTEE shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

15. 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. ATTACHMENT A.

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

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

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

19. 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.

20. ADMINISTRATIVE REQUIREMENTS.

A. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records pertinent to the Program and activities to be funded under this Agreement. Such records shall include and show compliance with the following as applicable, but not be limited to:

- a. Records documenting homeless status or at risk of homeless status;
- b. Records documenting reasonable belief of imminent threat of harm;
- c. Records documenting annual income;
- d. Program participant records, housing standards and services provided;
- e. Conflict of interest and confidentiality requirements;
- f. Records documenting compliance with housing standards and Fair Housing; and
- g. Other records necessary to properly and thoroughly document Program compliance.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three (3) years. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

4) Disclosure

h. "Confidential Information" as used in this section includes:

- i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
- ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
- iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

i. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE 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 GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- i. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY 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.
- ii. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
- iii. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over program funds, including program income.

6) Audits & Inspections

The GRANTEE shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE shall comply with Federal audit requirements who expend in excess of \$750,000 of federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

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, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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

23. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

24. WAIVER

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to 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 signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

GRANTEE

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Attachment A – Debarment and Suspension
- Attachment B – Services to be performed
- Attachment C – Performance Report
- Attachment D – Budget
- Attachment E – Billing Sheet
- Attachment F – Amendment Request Form
- Attachment H – CMIS Requirements (if Applicable)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

- (1) The prospective primary participant 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 application been convicted of or had a civil judgement 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 for or otherwise criminally or civilly charged by a governmental 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 Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, 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.
- (4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- (5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- (6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes If yes, answer question 2 below.

No If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

The Grantee certifies that the information contained on this form is true and accurate.

By: _____
Title: _____
Date: _____

Attachment B: Scope of Service

A. ACTIVITIES

Outreach Services: Community based outreach services identify young people experiencing unsheltered homelessness and help them access crisis and long-term housing.

Rapid re-housing programs should contain the 3 core components:

- Housing Identification
- Rent and Move-In Assistance
- Rapid Re-Housing Case Management and Services

Transitional Housing Programs should the following key features and promising practices:

- Variety of Housing Configurations
- Individualized and Flexible Service Delivery
- Vulnerable Populations
- Forge Community Connections
- Exit Planning

B. PERFORMANCE MEASURES

Project performance measures are identified as follows:

CMIS Project Name(s):	
Population(s) Served	
# of Units in Inventory:	
# of Beds in Inventory:	
Projected # of Households Served	

Young Adult Housing Program (YAHP)	Performance Standards	2022 - 2023
Safe and Stable housing	Increase in % of youth who exit to safe and stable housing	
Family Reconciliation	Increase in % of youth who are referred to services that support reunification	

Education	Increase in % of youth who are currently enrolled in school or have graduated fro HS, or obtained GED	
Education	Increase in % of youth who pursue additional education and/or training after receiving HS diploma or GED	
Employment	Increase in the % of youth who are currently working	
Income	Increase in % of youth who maintained or increased income	
Healthcare	Increase in % of youth who identify an improvement in their quality of behavioral health and supports	
Well-Being	Increase in % of youth who have a permanent positive adult or community connection outside the project	

SOS	Minimum Performance Standards	2022 - 2023
Positive Outcomes	Increase in % of exits to positive outcomes	

Family Reconciliation	Increase in % of youth who are referred to services that support reunification	
Education	Increase in % of youth who are currently enrolled in school or have graduated from HS, or obtained GED	

SOS	Minimum Performance Standards	2022 - 2023
Employment	Increase in % of youth who are currently working	
Healthcare	Increase in % of youth who obtain healthcare coverage	95%
Positive Adult or Community Connections	Increase in % of youth who have a permanent positive adult or community connection outside	93%

C. Young Adult Housing Program (YAHP)

Provides rental assistance, transitional housing, and case management to eligible young adults. Programs must abide by the Office of Homeless Youth Housing Program Guidelines

D. Street Outreach Services (SOS)

Provides services and resources either directly through referral to street youth (ages 12 to 17) and unaccompanied young adults (ages 18-24) as defined by RCW 43.330.702. Programs must abide by Office of Homeless Youth Guidelines for Outreach Programs

Attachment C Quarterly Performance Report

Date Requested:
 Agency Requesting:
 Contact Person:
 Email:
 Phone:
 OPR:

If any of the Minimum Performance Standards were not met, please explain why and how these deficiencies will be addressed moving forward.

Young Adult Housing Program (YAHP)	Performance Standards	Q4 2022	Q1 2023	Q2 2023
Safe and Stable housing	Increase in % of youth who exit to safe and stable housing			
Family Reconciliation	Increase in % of youth who are referred to services that support reunification			
Education	Increase in % of youth who are currently enrolled in school or have graduated from HS, or obtained GED			
Education	Increase in % of youth who pursue additional education and/or training after receiving HS diploma or GED			
Employment	Increase in the % of youth who are currently working			

Income	Increase in % of youth who			
Healthcare	Increase in % of youth who identify an improvement in their quality of behavioral health and supports			
Well-Being	Increase in % of youth who have a permanent positive adult or community connection outside the project			
SOS		Minimum Performance Standards	2022 - 2023	
Positive Outcomes	Increase in % of exits to positive outcomes			
Family Reconciliation	Increase in % of youth who are referred to services that support reunification			
Education	Increase in % of youth who are currently enrolled in school or have graduated from HS, or obtained GED			
Employment	Increase in % of youth who are currently working			
Healthcare	Increase in % of youth who obtain healthcare coverage	95%		

ATTACHMENT D: BUDGET

A.

Budget	
Category	Amount
Program Operations	
Salaries & Benefits	139,277
Professional Services	1,000
Equipment and Supplies	250
Office Space	10,350
Office Utilities	423
Travel	750
Insurance	
Support Services	
Total Program Operations	152,050
Rental supports	
Lease or Rent Payments	56,700
Other Building Costs	7,000
Total Rent Assistance	63,700
Administration	
Administration	21,575
Grand Total	237,325

Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph G of this Agreement.

The GRANTEE shall report match information to the CITY on the match report form included in Attachment E Billing Sheet in accordance with the Match Reporting procedures outlined in [Section No. 9 Administrative Requirements] Project Income Report for projects with project income.

 City of Spokane Grantee Billing Form Young Adult Housing Program	City Clerk #	
	Vendor ID #	006700
	IDIS	N/ATW

SUBMIT BILLING TO:	GRANTEE INFORMATION:	PROJECT INFORMATION:
City of Spokane - CHHS Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201 chhsreports@spokanecity.org	Volunteers of America 525 W 2nd Ave Spokane	Title: Department of Commerce YAHP Project #: N/A Term: 10/01/2022 - 06/30/2022 ICR: 0.1

GRANTEE CERTIFICATION

Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. Vendor/Claimant Certificate: I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.

Signed By: _____ **Title:** _____ **Date:** _____
Printed Name: _____ **Telephone:** _____ **Email:** _____

EXPENSES	Expense Period:			
	<u>A</u> Grant Budget	<u>B</u> Current Expense Request	<u>C</u> Total Previously Requested	<u>D</u> Grant Balance (A-B-C)
PROGRAM OPERATIONS				
Salaries & Benefits	\$ 139,277.00	\$ -	\$ -	\$ 139,277.00
Professional Services	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Equipment and Supplies	\$ 250.00	\$ -	\$ -	\$ 250.00
Office Space	\$ 10,350.00	\$ -	\$ -	\$ 10,350.00
Office Utilities	\$ 423.00	\$ -	\$ -	\$ 423.00
Travel	\$ 750.00	\$ -	\$ -	\$ 750.00
<i>Subtotal</i>	\$ 152,050.00	\$ -	\$ -	\$ 152,050.00
RENTAL SUPPORTS				
Lease or Rent Payments	\$ 56,700.00	\$ -	\$ -	\$ 56,700.00
Other Building Costs	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00
<i>Subtotal</i>	\$ 63,700.00	\$ -	\$ -	\$ 63,700.00
ADMINISTRATIVE COSTS				
	\$ 21,575.00	\$ -	\$ -	\$ 21,575.00
	\$ -	\$ -	\$ -	\$ -
<i>Subtotal</i>	\$ 21,575.00	\$ -	\$ -	\$ 21,575.00
Total Program Income Unspent (reduction to total reimbursement request)		\$ -	\$ -	
GRAND TOTAL	\$ 237,325.00	\$ -	\$ -	\$ 237,325.00
Contract Amount (auto populated)	\$ 237,325.00	% Expended:		0.00%
Total Expended to Date (auto populated)	\$ -	% Remaining:		100.00%
Contract Remaining Balance	\$ 237,325.00			
← Check box if final request.		CHHS Approval:		

Information & Instructions for Completing Grantee Billing Form & Itemized Expense Reports

A reimbursement request, otherwise known as a bill or invoice, consists of a Grantee Billing Form, Payee Expense Report, Staff Expense Report and detailed documentation of the expenses. The billing form includes the approved budget categories and amounts during the active performance period of the Agreement. The Payee Expense Report and Staff Expense Report should be completed to detail each itemized expense being requested on the billing form in the Current Expense Request in Column B in aggregate value for each Approved Budget Category for the current expense period.

You should bill monthly for expenditures. If there have been no expenditures paid for the previous month, an invoice is not required. Please submit a final reimbursement request with all required documentation by the identified date in your Agreement. A final program report will be required to be submitted as well. You will not be paid until all documentation and final reports are received. HMIS Data MUST be electronically posted in the HMIS database before invoices will be paid.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration), Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration), Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a

Complete the Housing Assistance Detail Report for each housing assistance expense (rental application fees, rental assistance, security deposits, etc.) you are claiming reimbursement for. Record the HMIS client ID number, housing assistance expense type (application fee, security deposit, rent assistance, etc.) unit/FMR info if known, client lease information if known, and reimbursement information. If your grant is providing housing assistance through two or more projects, complete a Housing Assistance Detail Report for each one. If needed, complete the Housing Assistance Adjustment Report to explain changes to previously reported housing assistance expenses charged to the grant including Adjustment Reason.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

The billing form and itemized expense reports MUST be signed in ink. The formulas should not be changed or adjusted in the form(s).

Completing the Grantee Billing Form:

- Name and address of your organization requesting reimbursement.
- Expense Period (should bill as monthly expenses, January, February, etc.)
- Enter total amount of Monthly Actual in Column B to represent the amount requested for reimbursement for the current period in the line item category of the approved budget (i.e. - Rapid Re-Housing, Emergency Shelter and Administration) and should reflect the total of itemized expenses on the Payee Expense and Staff Expense Reports. The Payee Expense and Staff Expense Reports must be completed and submitted with the billing form. You may not transfer funds between approved categories without written preapproval from the City.
- Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The amount entered should reflect all previously requested amounts except the current monthly amount. This must be completed and updated each time you prepare the form to request reimbursement of expenses. (The documents' formulas will calculate totals and update remaining Budget Balance in Column D to ensure reconciliation and budget tracking for both the agency and the City).
- Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or indirect expenses please send the allocation plan to the City for review and approval if it has not already been provided.
- Sign in ink, provide title, date, email address and telephone number before sending for approval and payment processing to City of Spokane Community, Housing, and Human Services Department.

Documentation Required for Billing Forms:

All requests for reimbursement must be supported by documentation necessary to show that the costs charged to the grant funds were incurred during the active performance period of the Agreement, were actually paid out, were allowable items and have been approved by the responsible official within the organization. For example:

Salary and Fringe – receipts, payroll reports, timesheets signed by the employee and the immediate supervisor, letters of employment that include rate of pay, benefits and employee withholdings. For staff directly charged to a grant funded program or project time and attendance records should be included as well. Other sources of documentation might include, canceled checks from employees, insurance provider, etc. or evidence of direct deposits which document outlay of expenses. **100% of the time daily must be recorded for all hours worked by activity performed. This is required for all federally funded grant positions.**

Rent/Utilities – proof of payment to vendor, rental or lease agreement, utility bills. If the cost of the space or utilities is split between grant funded and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources and the method provided.

Supplies and Materials (all Goods) – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. It's also helpful to keep information regarding where the supplies are stored and for what program or project are they being used in the organizations' internal file.

Equipment – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. Packing slips are only proof of delivery and do not act as an invoice from the vendor. If the item received is an inventorial piece of equipment, the serial number, model, and inventory tag should be noted on the purchase order or invoice from the vendor.

Other – proof of payment, receipts, invoices from vendor. Please contact the City for specific questions on required documentation.

Admin/Indirect Costs – methodology of application applied in accordance with Federal Guidance on allocation of direct costs for non-profits using the base most appropriate (for federally funded agreements) or applied in accordance with a methodology that the City has approved the use of (for agreements funded with non-federal sources).

If you are allocating either direct expenses or indirect expenses using a rate other than a federally negotiated rate or the de minimis rate (10% MTDC) the use of your allocation plan must be approved by the City prior to you charging the grant program. The allocation should consist of your pooled costs or cost basis and the narrative for the methodology applied to determining the calculated rate or percentage. Direct expenses allocated usually include utilities, rent, agency liability insurance, and may include staff paid time allocated as well.

Payee Expense Report

Organization:	Volunteers of America	Grant #:	N/A	City Clerk #:	_____
Prepared By:		Title:		Date:	

Please complete the table for ALL (non-Staff) expenses for the reported period. Copies of receipts and invoices MUST be attached.

Payee/Vendor Name	Expense Category (Support Services, Operating Expenses, etc.)	Expenditure Type (Rent, Maintenance, Furnishings, Case Management etc.)	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total
EXAMPLE: Avista	Operating Expenses	Utilities	\$ 90.91	\$ 9.09	\$ 100.00
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
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			\$ -	\$ -	\$ -
Total Current Expenses Requested this Period			\$ -	\$ -	\$ -

Staff Expense Report

Organization:	Volunteers of America	Grant #:	N/A	City Clerk #:	_____
Prepared By:		Title:		Date:	

Please complete the table for all STAFF expenses for the reported period. Signed timesheets MUST be attached.

Name	Activity Funded	Total Hours Worked (100% of time on ALL activities)	Hours Worked on Listed Activity	Total Salary and Fringe paid to Employee	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total Billed to this Grant	Match Contribution this Period
Example: Doe, John	Case Management	80.00	60.00	\$ 1,200.00	\$ 818.00	\$ 82.00	\$ 900.00	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
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Total Staff Expenses Requested this Period					\$ -	\$ -	\$ -	\$ -

Housing Assistance Detail Report

Organization:		Volunteers of America				Project #:				N/A			City Clerk #:		_____	
Prepared By:						Title:							Date:			
HMIS Client ID	Assistance Type (Rent Assistance, Application Fee, Security Deposit, etc.)	Unit and FMR Information				Client Lease Information				Reimbursement Information						
		Property Address	Unit Number	Unit Size	FMR or reasonable rent	Contract Rent	Utility Allow.	Rental Deposit	Gross Rent	Total Tenant Payment	Due from City	Due from Tenant				
										Total Billed to City		\$	-			

Housing Assistance Adjustment Report

Organization: Volunteers of America		Project #: N/A	City Clerk #:						
Prepared By:		Title:	Date:						
Client ID	Unit Address and Number	Reason for Adjustment	Original Billing Period	Original Amount Charged to Grant	Revised Amount Charged to Grant	Difference (Due To)/From Grant	Original Amount Charged to Tenant	Revised Amount Charged to Tenant	Difference (Due To)/From Tenant
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Total Billed to City						\$ -			

Match Report					
Organization:	Volunteers of America	Grant #:	N/A	City Clerk #:	_____
Prepared By:		Title:		Date:	
Project Match Requirement:	\$ -	Match Type:			
Please complete the table and provide required supporting documentation to demonstrate that the project match requirement has been met.					
Expense Category	Expense Subcategory	Match Type (cash or in-kind)	Reporting Period Actual	Previously Reported	Total to Date
			\$ -	\$ -	\$ -
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			\$ -	\$ -	\$ -
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			\$ -	\$ -	\$ -
Total Project Match Reported			\$ -	\$ -	\$ -

Program Income Report

Organization:	Volunteers of America	Grant #:	N/A	City Clerk #:	_____	Total Program Income Earned:
Prepared By:		Title:		Date:		\$ -

Please complete the table for ALL expenses paid with Program Income prior to the request for reimbursement of grant funds for the reported period.

Date Expended	Expense Category (Support Services, Operating Expenses, etc.)	Expense Type (Rent, Maintenance, Furnishings, Case Management etc.)	Amount	Notes
			\$ -	
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			\$ -	
			\$ -	
			\$ -	
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			\$ -	
Total Program Income Expended			\$ -	
Total Program Income Unspent (reduction to total reimbursement request)			\$ -	

Attachment F Out of Cycle Contract Amendment Request

Date Requested:
 Agency Requesting:
 Contact Person:
 Email:
 Phone:
 OPR:

Type of Revision Requested Budget Revision Performance Other

Please Describe your Request

If this is a budget revision please update the budget chart below

Budget Category	Original Budget	Adjustment Request mm.dd.yy	Budget After Adjustment	Expenses through mm.dd.yy	Balance Remaining
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

#DIV/0!

Attachment G

Federal Requirements

1. ADMINISTRATIVE REQUIREMENTS.

A. FINANCIAL MANAGEMENT.

1) Accounting Standards

The GRANTEE agrees to comply with 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP).

2) Cost Principles

The GRANTEE shall administer its program in conformance with 2 CFR 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING

1) Inventory Reports

The GRANTEE shall provide an annual and close-out inventory report to the CITY, of any fixed assets with an initial cost exceeding \$5,000 purchased or passed-through under this Agreement. The inventory report shall contain: the CFDA number of the grant which purchased the equipment and other award identification information, description of the property, serial or other identification number, who holds title, the acquisition date, cost of the property, percentage of federal participation in the costs, location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property being tracked. The annual report shall be provided within thirty (30) days of the end of the fiscal year of the GRANTEE during the performance period and the close-out inventory report shall be provided within fifteen (15) days of the end of the term of this Agreement.

C. PROCUREMENT.

1) Compliance

GRANTEE shall maintain and follow procurement policies and procedures in accordance with 2 CFR 200 Subpart D, for all purchases funded by Federal funds under this Agreement.

GRANTEE and Subgrantees must receive prior approval from CITY for using funds from this Grant to enter into a sole source contract or a Grant

where only one bid or proposal is received when value of the purchase or grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of the proposed contract and any related procurement documents and justification for non-competitive procurement, if applicable.

D. USE AND REVERSION OF ASSETS.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- 1) The GRANTEE shall transfer to the CITY any funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination;
- 2) Real property under the GRANTEE's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet the program's objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the GRANTEE fails to use program-assisted real property in a manner that meets a program objective for the prescribed period of time, the GRANTEE shall pay the CITY an amount equal to the current fair market value of the property, less any portion of the value attributable to expenditures of non-program funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the CITY. The GRANTEE may retain real property acquired or improved under this Agreement after the expiration of the five-year period; and
- 3) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement and then sold, those proceeds shall be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the GRANTEE for activities under this Agreement shall be (a) transferred to the CITY for the program or (b) retained after compensating the CITY an amount equal to the current fair market value of the equipment, less the percentage of non-programmatic funds used to acquire the equipment.

2. TERMINATION

In accordance with 2 CFR 200.338 and 200.339, the CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD or CITY guidelines, policies or directives as may become applicable at any time;

- b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Ineffective or improper use of funds provided under this Agreement; or
- d. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be termination. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

If the Agreement is terminated or partially terminated, both the CITY and GRANTEE remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities. In addition, CITY shall report any terminations for the GRANTEE's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) as required under 2 CFR 200.340.

3. ADMINISTRATIVE REQUIREMENTS.

A. FINANCIAL MANAGEMENT.

1) Accounting Standards

The GRANTEE agrees to comply with 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP).

2) Cost Principles

The GRANTEE shall administer its program in conformance with 2 CFR 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records required by the Federal regulations specified in 2 CFR 200 Subpart D, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the objectives of the program;
- c. Records required to determine the eligibility of activities;

- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with program assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the program;
- f. Financial records as required;
- g. Program participant records and services provided;
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three (3) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD, in which the activities assisted under the Agreement are reported on for the final time as defined in 24 CFR 570.502. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

4) Disclosure

- a. "Confidential Information" as used in this section includes:
 - i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
 - ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
 - iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE 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 GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- c. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY 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.
- d. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
- e. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over program funds, including program income.

6) Audits & Inspections

All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, HUD or its agent, or other authorized Federal officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200 Subpart F. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those GRANTEEs expending less than \$750,000 in Federal funds. GRANTEE's requirement to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS) or; Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records in the same manner. The CITY has the right to audit the finances of the GRANTEE to ensure that actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

4. PERSONNEL AND PARTICIPANT CONDITIONS.

A. CIVIL RIGHTS.

1) Compliance

The GRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

The GRANTEE shall also comply with the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule (Equal Access Rule) as provided under 77 FR 5662.

2) Nondiscrimination

The GRANTEE agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and Executive Orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

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 GRANTEE 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 GRANTEE.

Discrimination shall not include GRANTEE's selection of certain individuals to serve as Board members or managers on the basis of membership in a protected class provided that the selection is based on a bona fide occupational qualification.

3) Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the GRANTEE shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The GRANTEE, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4) Section 504

The GRANTEE agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the GRANTEE with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. AFFIRMATIVE ACTION.

1) Approved Plan

The GRANTEE agrees that it shall be committed to carry out an Affirmative Action Program in accordance with President's Executive Order 11246.

2) Women- and Minority-Owned Businesses (W/MBE)

The GRANTEE will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are: Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The GRANTEE may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) Access to Records

The GRANTEE shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4) Notifications

The GRANTEE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the GRANTEE's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that it is an Equal Opportunity or Affirmative Action employer.

6) Subcontract Provisions

The GRANTEE will include the provisions of Section No. 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

C. EMPLOYMENT RESTRICTIONS

1) Prohibited Activity

The GRANTEE is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2) Labor Standards

- a. The GRANTEE agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The GRANTEE agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The GRANTEE shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.
- b. The GRANTEE agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the GRANTEE of its obligation, if any, to require payment of the higher wage. The GRANTEE shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3) “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the CITY, the GRANTEE and any of the GRANTEE's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the GRANTEE and any of the GRANTEE's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The GRANTEE certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The GRANTEE further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The GRANTEE further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The GRANTEE certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The GRANTEE agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The GRANTEE will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The GRANTEE will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. CONDUCT.

1) Assignability

The GRANTEE shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the GRANTEE from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

2) Subcontracts

a. Approvals

The GRANTEE shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.

b. Monitoring

The GRANTEE will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The GRANTEE shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The GRANTEE shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis, in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

3) Hatch Act

The GRANTEE agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the

conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4) Conflict of Interest

The GRANTEE agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, and Continuum of Care based contracts must abide by the provisions of 2 CFR 578.95, which include (but are not limited to) the following:

- a. The GRANTEE shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the GRANTEE shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to program-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the program-assisted activity, or with respect to the proceeds from the program-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the GRANTEE, or any designated public agency.
- d. GRANTEE shall disclose in writing any potential conflict of interest to the CITY in a timely manner.

5) Lobbying

The GRANTEE hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) [below] of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6) Copyright

If this Agreement results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7) Religious Activities

The GRANTEE agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

- a. Organizations that are directly funded under the program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

4. ENVIRONMENTAL CONDITIONS.

A. AIR AND WATER

The GRANTEE agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the GRANTEE shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. LEAD-BASED PAINT

The GRANTEE agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all program-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7) years. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. HISTORIC PRESERVATION

The GRANTEE agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

6. GENERAL CONDITIONS – Applicable to Continuum of Care Awards.

The GRANTEE agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, part 578 (the U.S. Housing and Urban Development regulations

concerning Continuum of Care Grants) except that (1) the GRANTEE does not assume the CITY's environmental responsibilities described in 24 CFR 58 and (2) the GRANTEE does not assume the CITY's responsibility for initiating the review process under the provisions of 24 CFR Part 58. The GRANTEE also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE Further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

GRANTEE shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/29/2022
Clerk's File #	ORD C36341
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CP BEGGS 6254
Contact E-Mail	BBEGGS@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	0320 - FIRE OVERTIME SBO

Agenda Wording
Amending Ordinance C36161 adopting the annual budget for 2022, appropriating \$3.7 million from the American Rescue Plan Fund for Fire overtime.

Summary (Background)
Based on actual costs and revenues and projections through the remainder of the fiscal year, the overall net funding need is \$3.7 million for Fire and \$2.5 million for Police. Uniform overtime is projected to be approximately \$9 million, nearly \$6.4 million over the budgeted amount. Savings in other accounts, such as wages from vacant positions, will help cover the overage.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 3,700,000	# American Rescue Plan Fund
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	ALLERS, HANNAHLEE	Study Session\Other	11/21 Finance & 11/28 PIES
Division Director		Council Sponsor	CP Beggs, CM Wilkerson, CM Zappone
Finance		Distribution List	
Legal			
For the Mayor			
Additional Approvals			
Purchasing			

ORDINANCE NO C36341

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the American Rescue Plan Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase the appropriation by \$3,700,000.
- A) Of the increased appropriation, \$3,700,000 is provided solely for uniformed overtime in the Fire department.

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 pay Fire uniformed overtime while understaffed, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____

City Clerk

Approved as to form: _____

Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City Council
Contact Name & Phone	CP Beggs
Contact Email	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs, CM Wilkerson, CM Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	Public Safety Overtime SBOs
Summary (Background)	<p>Both of these SBOs were discussed at Finance on 11/21 but are being brought forward again through the ARPA process.</p> <p>Based on actual costs and revenues and projections through the remainder of the fiscal year, the overall net funding need is \$3.7 million for Fire and \$2.5 million for Police.</p> <p>Uniform overtime is projected to be approximately \$9 million, nearly \$6.4 million over the budgeted amount. Savings in other accounts, such as wages from vacant positions, will help cover the overage.</p>
Proposed Council Action & Date:	Will file for Council consideration on 12/12
Fiscal Impact:	<p>Total Cost: <u>\$6,200,000</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: ARPA under the Revenue Replacement category</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts	<p>What impacts would the proposal have on historically excluded communities?</p> <p>NA</p> <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>NA</p> <p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>NA</p> <p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>NA</p>



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/29/2022
Clerk's File #	ORD C36342
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BREEAN BEGGS X6254
Contact E-Mail	BBEGGS@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	0320 - POLICE OVERTIME SBO

Agenda Wording

Amending Ordinance C36161 adopting the annual budget for 2022, appropriating \$2.5 million from the American Rescue Plan Fund for Police overtime.

Summary (Background)

Based on actual costs and revenues and projections through the remainder of the fiscal year, the overall net funding need is \$3.7 million for Fire and \$2.5 million for Police. Uniform overtime is projected to be approximately \$9 million, nearly \$6.4 million over the budgeted amount. Savings in other accounts, such as wages from vacant positions, will help cover the overage.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 2,500,000
Select	\$
Select	\$
Select	\$

Budget Account

#	American Rescue Plan Fund
#	
#	
#	

Approvals

Dept Head	ALLERS, HANNAHLEE
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Council Notifications

Study Session\Other	11/21 Finance & 11/28 PIES
Council Sponsor	CP Beggs, CM Wilkerson, CM Zappone

Division Director

Finance

Legal

For the Mayor

Additional Approvals

Purchasing

Distribution List

ORDINANCE NO C36342

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the American Rescue Plan Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase the appropriation by \$2,500,000.
- A) Of the increased appropriation, \$2,500,000 is provided solely for uniformed overtime in the Police department.

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 pay Police uniformed overtime while understaffed, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City Council
Contact Name & Phone	CP Beggs
Contact Email	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs, CM Wilkerson, CM Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	Public Safety Overtime SBOs
Summary (Background)	<p>Both of these SBOs were discussed at Finance on 11/21 but are being brought forward again through the ARPA process.</p> <p>Based on actual costs and revenues and projections through the remainder of the fiscal year, the overall net funding need is \$3.7 million for Fire and \$2.5 million for Police.</p> <p>Uniform overtime is projected to be approximately \$9 million, nearly \$6.4 million over the budgeted amount. Savings in other accounts, such as wages from vacant positions, will help cover the overage.</p>
Proposed Council Action & Date:	Will file for Council consideration on 12/12
Fiscal Impact:	<p>Total Cost: <u>\$6,200,000</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: ARPA under the Revenue Replacement category</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts	<p>What impacts would the proposal have on historically excluded communities?</p> <p>NA</p> <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>NA</p> <p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>NA</p> <p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>NA</p>



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/30/2022
Clerk's File #	ORD C36343
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE, TREASURY & ADMIN
Contact Name/Phone	JACOB MILLER 625-6421
Contact E-Mail	JMILLER@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	0410 - FINANCE - END OF YEAR ADJUSTMENT

Agenda Wording
This Special Budget Ordinance is intended to increase the appropriation level of funds at the end of the fiscal year by \$663,628.

Summary (Background)
Management and Budget staff compared 2022 budget appropriation versus actual expenditures at the fund level through October 2022. Funds that were projected to exceed their budgeted amounts by year-end, based on prior year spending patterns, were identified. Staff recommends increasing the expenditure appropriation levels for the General Obligation Bond Redemption Fund (Fund 2100) by \$663,628 for interest expenses that are anticipated to exceed the current budgeted amount.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense \$ 663,128		# 2100-81100-92000-58300-99999
Expense \$ 500		# 2100-81100-92110-54918-99999
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	MURRAY, MICHELLE	Study Session\Other	PIES Committee 11/28/2022
Division Director	WALLACE, TONYA	Council Sponsor	CM Wilkerson & CM Bingle
Finance	MURRAY, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	PERKINS, JOHNNIE		
Additional Approvals			
Purchasing			
MANAGEMENT & BUDGET	STRATTON, JESSICA		

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability Committee

Submitting Department	Finance
Contact Name & Phone	Jacob Miller x6421
Contact Email	jmiller@spokanecity.org
Council Sponsor(s)	Councilmembers Bingle & Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5:00
Agenda Item Name	SBO to Adjust Year-End Appropriation Authority
Summary (Background)	<p>Management and Budget staff compared 2022 budget appropriation versus actual expenditures at the fund level through October 2022. Funds that were projected to exceed their budgeted amounts by year-end, based on prior year spending patterns, were identified. Staff reached out to the accounting team members responsible for those identified funds to compare projections and solicit feedback.</p> <p>Of the 19 funds identified as potentially exceeding their budget authority, staff recommends increasing the expenditure appropriation levels for only one fund.</p> <p>Staff recommends increasing the expenditure appropriation levels for the General Obligation Bond Redemption Fund (Fund 2100) by \$663,628 for interest expenses that are anticipated to exceed the current budgeted amount.</p>
Proposed Council Action & Date:	<p>Approval of this Special Budget Ordinance in order to increase the appropriation level of funds at the end of the fiscal year.</p> <p>December 12, 2022</p>
<p>Fiscal Impact: Total Cost: <u>\$ 663,628</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Unappropriated fund balance (General Obligation Bond Fund) Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.): N/A</p>	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

ORDINANCE NO C36343

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the General Obligation Bond Redemption Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase the appropriation by \$663,628.
- A) Of the increased appropriation, \$663,128 is provided solely for interest expenses on debt that are anticipated to exceed budgeted amounts.
- B) Of the increased appropriation, \$500 is provided solely for interest expenses on taxpayer refunds that are anticipated to exceed budgeted amounts.
- C) The increased appropriation is funded by the General Obligation Bond Redemption Fund's unappropriated fund balance.

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 adjust appropriation authority in the General Obligation Bond Redemption Fund, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/30/2022
Clerk's File #	ORD C36344
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE, TREASURY & ADMIN
Contact Name/Phone	DUSTY 435-2569 FREDRICKSON
Contact E-Mail	DFREDRICKSON@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	5750 - PMO - CONTRACTUAL SERVICES

Agenda Wording
This SBO is seeking approval to move \$62,000 of PMO salary savings into Contractual Services to cover incurred and forecasted contract labor costs through the end of 2022.

Summary (Background)
PMO carried 3 FTE vacancies through 2022 while supporting the completion of significant enterprise-level projects and maintaining non-project service levels to our Division/Department customers across the City. There is a large backlog with Civil Service so recruitment is delayed. PMO has relied on contract staff from locally based companies such as, Arch Consulting, Volt and Infinite Innovations to augment out Project Management, Business Analysis and Continuous Improvement skill set capacity.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ -\$31,000	# 5750-73250-18810-03530-99999
Expense	\$ -\$31,000	# 5750-73250-18880-00360-99999
Expense	\$ \$62,000	# 5750-73250-18880-54201-99999
Select	\$	#

Approvals		Council Notifications	
Dept Head	MURRAY, MICHELLE	Study Session\Other	PIES Committee 11/28/2022
Division Director	WALLACE, TONYA	Council Sponsor	CM Kinnear / CP Beggs
Finance	MURRAY, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	PERKINS, JOHNNIE		
Additional Approvals			
Purchasing			
MANAGEMENT & BUDGET	STRATTON, JESSICA		

Committee Agenda Sheet

PIES

Submitting Department	Project Management Office
Contact Name & Phone	Dusty Fredrickson (509) 435.2569
Contact Email	dfredrickson@spokanecity.org
Council Sponsor(s)	CM Kinnear & CP Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	SBO - PMO Contractual Services
Summary (Background)	<p>The City Project Management Office (PMO) carried 3 FTE vacancies through 2022 while supporting the completion of significant enterprise-level projects, such as eSeries and Utility Billing Information System, while maintaining non-project service levels to our Division/Department customers across the City for Performance Measures, training, process improvement, etc.</p> <p>The PMO and Civil Service are actively engaged on developing recruitments for these vacancies to reduce our going-forward dependency on contract resourcing.</p> <p>However, the backlog in the Civil Service work queue has delayed our recruitments resulting in the PMO being understaffed for the year.</p> <p>To help offset this gap in our capacity and to meet our project and service delivery commitments, the PMO has relied on contract staff from locally-based companies, such as, Arch Consulting, Volt and Infinite Innovations to augment our Project Management, Business Analysis and Continuous Improvement skill set capacity.</p> <p>This SBO is seeking approval to move \$62,000 of PMO salary savings into Contract Services to cover incurred and forecasted contract labor costs through the end of 2022.</p> <p>The PMO salary saving will come from the following vacant positions:</p> <ul style="list-style-type: none"> • Continuous Improvement Analysts 036002 • Continuous Improvement Analyst 036004 • Senior Project Manager 353001
Proposed Council Action & Date:	SBO Approval – December 12, 2022
<p>Fiscal Impact: Total Cost: <u>\$62,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: PMO Salary Savings</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

No direct impact. The majority of PMO resources work to support City Divisions/Departments to improvement their operational processes and tools so they can deliver better outcomes more efficiently.

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

Any data collection, or performance measures, would developed/monitored on a case-by-case basis depending on the particular body of work the PMO happens to be supporting.

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

Any data collection, or performance measures, would developed/monitored on a case-by-case basis depending on the particular body of work the PMO happens to be supporting.

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

The City PMO is an internal service organization that supports all City Divisions/Departments in their pursuit to deliver on their respective strategic objectives, strategic plans, etc.

ORDINANCE NO C36344

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Office of Performance Management Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Decrease the appropriation for a Senior Project Manager position by \$31,000.
- 2) Decrease the appropriation for a Continuous Improvement Analyst position by \$31,000.
- 3) Increase the appropriation for contractual services by \$62,000.
- (A) There is no change to the overall appropriation level in the Office of Performance Management Fund.

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 for contractual support to meet project and service delivery commitments, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

12/12/2022

Date Rec'd	12/7/2022
Clerk's File #	ORD C36347
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	MATT BOSTON X6820
Contact E-Mail	MBOSTON@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	0320 - ALLOCATING 5TH ROUND OF ARPA PROGRAM FUNDS

Agenda Wording

An ordinance amending Ordinance C36161 adopting the annual budget for the City of Spokane, allocating funding for the fifth round of programs from the American Rescue Plan Act.

Summary (Background)

This SBO allocates fund for the fifth round of programs funded via ARPA dollars.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 4,800,000

Select \$

Select \$

Select \$

Budget Account

American Rescue Plan Fund

#

#

#

Approvals

Dept Head ALLERS, HANNAHLEE

Division Director

Finance

Legal

For the Mayor

Additional Approvals

Purchasing

Council Notifications

Study Session\Other 12/1 Study Session, 12/5 Public Safety

Council Sponsor CP Beggs, CM Zappone, CM Wilkerson

Distribution List

mboston@spokanecity.org

ORDINANCE NO C36347

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the American Rescue Plan Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase appropriation by \$4,800,000, funded from the city's direct allocation of the State and Local Fiscal Recovery Fund of the American Rescue Plan Act.
 - A) Of the increased appropriation, \$150,000 is provided as revenue replacement for the purpose of offsetting the amount of accessory dwelling unit permit fee waivers directed under the Spokane Municipal Code.
 - B) Of the increased appropriation, \$4,000,000 is provided for the purpose of providing matching grant funding of one dollar for every dollar in outstanding utility bills written off the bills of economically challenged customers within the City of Spokane impacted by the COVID pandemic, on the condition that the City not waive or reduce any wastewater tax obligations owed under the Spokane Municipal Code to customers outside the City of Spokane without first obtaining approval by a majority of the Spokane City Council.
 - C) Of the increased appropriation, \$150,000 is provided as revenue replacement for the purpose of developing a broadband infrastructure study supporting increased access within the City of Spokane.
 - D) Of the increased appropriation, \$500,000 is provided for the purpose of helping the City fund current homelessness obligations.

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 provide appropriation authority for funding supporting Spokane utility customers, aiding in increasing housing, increasing broadband access, and helping with homelessness efforts within the city, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Public Safety

Submitting Department	City Council
Contact Name & Phone	Breean Beggs
Contact Email	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs, CMs Wilkerson & Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	ARPA Tranche 4 SBO
Summary (Background)	<p>ARPA Tranche 5 to be briefed based on City Council ARPA sub-committee's recommendation and the dot exercise performed in June of 2022.</p> <p>The City Council intends to fund the immediate need of back due utility balances, broadband infrastructure, homelessness obligations, and ADU fee reimbursements.</p>
Proposed Council Action & Date:	Approve 12/12
Fiscal Impact:	
Total Cost:	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source:	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? No direct impact to historically excluded communities, all initiatives are meant to impact all communities, city-wide	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will be analyzed within the department that maintains the capital cost or expense.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data will be collected the department that maintains the capital cost or expense and analyze the results to make sure the benefit of the expense is the best solution.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/30/2022
Clerk's File #	RES 2022-0105
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	STREETS
Contact Name/Phone	CLINT HARRIS 625-7744
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	1100 - CEDAR ROAD SPEED REDUCTION

Agenda Wording

A proposed resolution reducing the speed limit on Cedar Road, from 45 mile per hour (mph) to 35 miles per hour (mph) from the Cheney-Spokane Road intersection to the south city limits.

Summary (Background)

The adjacent land use has changed from vacant farm land to residential single family. The new land use at this location becomes predominately residential and more consistent with this reduced speed limit. The traffic revisions at that location were designed for a 35 mph speed limit. The Street Department will prepare, install, and amend the signing as required. The Street Department will also provide ongoing maintenance on the signs after installation.

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

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

Approvals		Council Notifications	
Dept Head	HARRIS, CLINT E.	Study Session\Other	PIES 11/28/2022
Division Director	FEIST, MARLENE	Council Sponsor	Kinnear and Stratton
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	PICCOLO, MIKE	ceharris@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	jwthomas@spokanecity.org	
Additional Approvals		gokihara@spokanecity.org	
Purchasing		meveland@spokanecity.org	
		jklapp@spokanecity.org	

Committee Agenda Sheet [PIES]

Submitting Department	Streets
Contact Name & Phone	Clint Harris – 509-625-7744
Contact Email	ceharris@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	Consent X Discussion Time Requested: _____
Agenda Item Name	Cedar Road Speed Reduction
Summary (Background)	<p>A proposed resolution reducing the speed limit on Cedar Road, from 45 mile per hour (mph) to 35 miles per hour (mph) from the Cheney-Spokane Road intersection to the south city limits.</p> <ul style="list-style-type: none"> • <i>The adjacent land use has changed from vacant farm land to residential single family</i> • <i>The new land use at this location becomes predominately residential and more consistent with this reduced speed limit</i> • <i>The traffic revisions at that location were designed for the 35 mph Speed Limit</i> • <i>Street Department will prepare, install, and amend such signing as is required to carry out the foregoing provisions and the new speed limit shall become effective when posted AND the City of Spokane Street Department will take over maintenance of the signs after installation</i>
Proposed Council Action & Date:	Approval of Ordinance, PIES 9/26/22
Fiscal Impact:	
Total Cost:	
Approved in current year budget? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time Recurring	
Specify funding source:	
Expense Occurrence <input type="checkbox"/> One-time Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	

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

N/A

RESOLUTION NO. 2022-0105

A resolution reducing the speed limit on Cedar Road, from 45 miles per hour (mph) to 35 miles per hour (mph) from the Cheney-Spokane Road intersection to the south city limits.

WHEREAS, the City of Council of Spokane, pursuant to RCW 35.22.280 (7), RCW 46.61.400, and RCW 41.61.415, has the authority to regulate and control the use of streets and to establish speed limits; and

WHEREAS, the existing speed limit on Cedar Road is forty five (45) miles per hour; and

WHEREAS, the adjacent land use has changed from vacant farm land to residential single family; and

WHEREAS, the new land use at this location becomes predominately residential and more consistent with this reduced speed limit;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Spokane:

That the speed limit on Cedar Road between the intersection with Cheney-Spokane Road and the south city limits be reduced from 45 mph to 35 mph.

BE IT FURTHER RESOLVED that the City of Spokane, Street Department will prepare, install, and amend such signing as is required to carry out the foregoing provisions and the new speed limit shall become effective when posted AND the City of Spokane Street Department will take over maintenance of the signs after installation

ADOPTED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effect

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

12/12/2022

Date Rec'd	11/30/2022
Clerk's File #	RES 2022-0106
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	RAYLENE GENNETT 625-7901
Contact E-Mail	RGENNETT@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	4320 - PUBLIC RULE UPDATE FOR INDUSTRIAL PRETREATMENT LAB ANALYSIS FE

Agenda Wording

Resolution for Council approval to update Pretreatment fees in Appendix A and Section 7 of the Public Rule to reflect current costs associated with the administration of the Industrial Pretreatment Program and updated billing procedures.

Summary (Background)

The RPWRF Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. Fees are being updated to recoup operation costs for 2023. The new fees are higher than previous fees and in line with the costs and expenses incurred by the City.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account**Approvals**

Dept Head	GENNETT, RAYLENE
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PIES 11/28/22
Council Sponsor	CM Kinnear, CM Bingle
Distribution List	hbarnhart@spokanecity.org
	kkeck@spokanecity.org
	mhughes@spokanecity.org

Additional Approvals

Purchasing	Tax & Licenses
	atagnani@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability

Submitting Department	Public Works – Riverside Park Water Reclamation Facility
Contact Name & Phone	Raylene Gennett (509) 625-7901
Contact Email	rgennett@spokanecity.org
Council Sponsor(s)	CM Kinnear, CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Public Rule – Industrial Pretreatment Program Fees
Summary (Background)	The RPWRF Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. Fees are being updated to recoup operation costs for 2023.
Proposed Council Action & Date:	Approve Resolution to Adopt Public Rule to establish and update Pretreatment fees – December 12, 2022
Fiscal Impact: Total Cost: The new fees are higher than previous fees and in line with the costs and expenses incurred by the City Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Recop operation costs.	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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

This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. Funding will support customers with lower incomes and those who suffered hardship during the COVID-19 pandemic, based on criteria provided by the State Department of Commerce.

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

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

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

This work is consistent with efforts to provide COVID emergency support for Spokane Citizens and Utility Customers.

RESOLUTION

A resolution regarding an update to Appendix “A” of the Public Rule for the City of Spokane Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees.

WHEREAS, the City of Spokane Wastewater Management Department maintains an Industrial Pretreatment Program in accordance with Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 – 33 USC Section 1251 et seq. and in compliance with NPDES Permit Number WA-002447-3; and

WHEREAS, the City adopted Public Rule and Procedure #4310-20-01 on November 9, 2020 which sets forth the RPWRF & Industrial Pretreatment Program & Lab Analysis Fees, effective December 7, 2020; and

WHEREAS, since adoption, the fees contained in Appendix A are in need of update to reflect current costs associated with the administration of the Industrial Pretreatment Program, including but not limited to, costs associated with permit issuance, monitoring, inspection, sampling, analysis, publication, processing, and violation remediation; and

WHEREAS, section 7 of the Public Rule has been updated to reflect current billing procedures; and

WHEREAS, the Appendix “A” to the Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees Public Rule should be updated and attached hereto in its entirety as Attachment “A” hereto.

-- NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE, that the City Council hereby approves and supports the RPWRF & INDUSTRIAL PRETREATMENT PROGRAM & LAB ANALYSIS FEES and Appendix A, as contained in Attachment “A” hereto, with an effective date of January 1, 2023.

ADOPTED by City Council this ____ day of November 2023.

City Clerk

Approved as to form:

Assistant City Attorney

CITY OF SPOKANE DEPARTMENT WASTEWATER PUBLIC RULE AND PROCEDURE	DEPT 4310-20-_____ LGL 2020-_____
TITLE: RPWRF & INDUSTRIAL PRETREATMENT PROGRAM & LAB ANALYSIS FEES.	
EFFECTIVE DATE: REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

The City of Spokane Wastewater Management Department's Riverside Park Water Reclamation Facility (RPWRF) & the Industrial Pretreatment Program establish the following public rule, policy, procedures and protocol regarding the Industrial Pretreatment Program and Lab Analysis.

RPWRF and the Industrial Pretreatment Program charge customers fees for various services related to the regulation of wastewater from Industrial Users of the City of Spokane Publicly Owned Treatment Works.

The fees schedule can be found onsite at RPWRF located at 4401 North Aubrey L. White Parkway, Spokane, Washington 99205.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This public rule and policy shall apply to the City of Spokane Wastewater Management Department Riverside Park Water Reclamation Facility, the City of Spokane Utilities Billing Department, and the City of Spokane Accounting Department.

3.0 REFERENCES

Spokane Municipal Code (SMC) Chapter 13.03A
Spokane Municipal Code (SMC) Chapter 13.03
Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977
– 33 USC section 1251 et seq.
General Pretreatment Regulations – 40 CFR Chapter I, Sub Ch. N part 403
Chapter 90.48 RCW
Chapter 173-216 WAC
EPA Region 10 Model Ordinance for Pretreatment Programs
Enforcement Response Plan located at RPWRF
Industrial Pretreatment Program Policy and Procedure (DEPT 4320-16-01)

4.0 DEFINITIONS

See SMC 13.03A.
See SMC 13.03.

5.0 POLICY

It is the policy of the City of Spokane to adopt fees for reimbursement of costs incurred by the City for the administration of the City's Industrial Pretreatment Program & other operations of RPWRF in compliance with NPDES Permit Number WA-002447-3.

6.0 PROCEDURES – RPWRF - Industrial Pretreatment Program

6.1 The Industrial Pretreatment Program charges standard fees for Pretreatment services.

6.2 These fees are intended to help cover the costs of administration of the Industrial Pretreatment Program, including but not limited to, costs associated with permit issuance, monitoring, inspection, sampling, analysis, publication, processing, and violation remediation

6.3 Fees and Charges:

6. 3.1. Pretreatment Fees and Laboratory Analysis Fees are charged as stated in Appendix A and B respectively, attached.

6. 3.2 Administrative appeal: Two hundred fifty dollars (\$250).

6. 3.3 Publication of significant non-compliance notice: Costs as billed

6. 3.4 Monitoring, inspection, surveillance, sampling fees: Costs as determined and billed by the Plant Manager.

6. 3.5 Processing fee for NSF checks: As set by City Treasurer.

6. 3.6 Administrative penalty: Five hundred dollars (\$500).

6. 3.7 Any other review or approval by the Plant Manager not otherwise specified above: Hourly basis based on staff time and materials.

7.0 RESPONSIBILITIES

The Wastewater Management Department through its Industrial Pretreatment Program, Utilities Billing Department, and Accounting Department shall administer this Public Rule and Policy. Significant and Minor Industrial Users will be invoiced on their monthly utility bill. The Accounting Department will invoice Industrial Users for fines assessed. Unpaid charges, fines, and penalties shall, after thirty calendar days, be assessed an additional penalty of one percent (1%) of the unpaid balance per month.

8.0 APPENDICES

- 8.1 Appendix A – RPWRF Pretreatment Fees
- 8.2 Appendix B – RPWRF Lab Analysis Fees

APPROVED BY:

City Administrator

Date

Public Works Director

Date

City Attorney

Date

APPENDIX A

RPWRF - PRETREATMENT FEES

Pretreatment Fee	Dollar Amount
SIU Permit Issuance	9,871 / 5 years
SIU Permit Renewal	6,584 / 5 years
SIU Permit Modification	Chemist time + publication
SIU Inspection	4,820
Other Inspection	Chemist - time basis
SIU Sampling	971
Other Sampling	Lab Tech - time basis
IDA Issuance	602
IDA Renewal	307-329
IDA Inspection	329
NSCIU Inspection	329
Violation Publication Fee	As charged by publisher
Other Violation Fees	Based on Fine Structure in the Pretreatment Enforcement Response Plan
Other Damage or Interference	Time and materials basis

APPENDIX B

RPWRF - LAB ANALYSIS FEES

Laboratory Analysis Fee	Dollar Amount
EPA Method 420.4 - Phenol	as charged by analyzing laboratory
EPA Method 245.1 - Mercury	as charged by analyzing laboratory
EPA Method 300.0 - Chloride	as charged by analyzing laboratory
EPA Method 335.4 - Cyanide	as charged by analyzing laboratory
EPA Method 608 Priority Pollutant Pesticides/PCBs	as charged by analyzing laboratory
EPA Method 624 - Regulated Priority Pollutant List + Unregulated (A/A/2CEVE)	as charged by analyzing laboratory
EPA Method 624 - BTEX	as charged by analyzing laboratory
EPA Method 625 - Regulated Priority Pollutant Semi Volatiles	as charged by analyzing laboratory
EPA Method 200.7 - Local Limit Metals (10 metals, without Hg)	as charged by analyzing laboratory
EPA Method 1666 - Volatile Organics	as charged by analyzing laboratory
EPA Method 524 - Volatile Organics	as charged by analyzing laboratory
EPA Method 1688 TKN	as charged by analyzing laboratory
EPA Method 1668 C - PCBs	as charged by analyzing laboratory
EPA Method 200.8 - Low Level Metals (Digestion)	as charged by analyzing laboratory
EPA Method 200.8 - Low Level Metals (Per metal)	as charged by analyzing laboratory
EPA Method 1631E - Low Level Mercury	as charged by analyzing laboratory
Hardness	as charged by analyzing laboratory

EPA Method 1632 Pentavalent Arsenic	as charged by analyzing laboratory
EPA Method 218.6 Hexavalent Chromium	as charged by analyzing laboratory
EPA Method 1664B Oil & Grease (HEM & SGT-HEM)	57
Standard Methods 4500 P Phosphorus, Total	11
Standard Methods 2540D - Total Suspended Solids (TSS)	19
Standard Methods 4500 - pH	32
Standard Methods 5210 - Biochemical Oxygen Demand (BOD5)	46
EPA Method 200.7 - Metals, Total (by ICP) - sample prep	18
EPA Method 200.7 - Metals, Total (by ICP) - per metal	12



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/30/2022
Clerk's File #	RES 2022-0107
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	COLIN QUINN- X6804	Project #	
Contact E-Mail	CQUINNHURST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0650 - VISION ZERO RESOLUTION		

Agenda Wording

A resolution committing to achieving zero traffic deaths and serious injuries on City of Spokane streets within a set timeframe based on the federal Safe Systems approach and the Local Road Safety Action Plan.

Summary (Background)

Vision Zero is an established concept for improving traffic safety for all road users, including people walking, biking, using transit and driving. Vision Zero commits to achieving zero traffic fatalities and severe injuries on City streets following the federal Safe Systems approach. Vision Zero programs prioritize safe and equitable mobility for all as foremost transportation planning and street design criteria.

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

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

Approvals		Council Notifications	
Dept Head	GARDNER, SPENCER	Study Session\Other	UE 7/11/22 & 11/14/22
Division Director	MACDONALD, STEVEN	Council Sponsor	CM Zappone & CP Beggs
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	PICCOLO, MIKE	inote@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	kpicano@spokanecity.org	
Additional Approvals		cquinnhurst@spokanecity.org	
Purchasing		tkimbrell@spokanecity.org	
ACCOUNTING -	WALLACE, TONYA	mdavis@spokanecity.org	
		mfeist@spokanecity.org	
		sgardner@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Adopting a Vision Zero commitment is a requirement of state and federal transportation grant programs and ensures Spokane's continued competitiveness in these programs to enable transportation improvements on City streets.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

smacdonald@spokanecity.org

rbenzie@spokanecity.org

tblack@spokanecity.org

RESOLUTION NO. 2022-0107

IN SUPPORT OF A GOAL TO ELIMINATE FATALITIES AND SEVERE INJURIES ON CITY STREETS

A resolution committing to a goal to achieve zero traffic fatalities and severe injuries among all road users (including people walking, biking, using transit, and driving).

WHEREAS, the City of Spokane's Comprehensive Plan (2019), Spokane Downtown Plan (2021), Bicycle Plan (2017) and Pedestrian Plan (2015) all seek to reduce serious or fatal pedestrian and bicycle injuries; and

WHEREAS, as stated in Spokane City Bicycle Master Plan Policy BMP 2: Complete and maintain connected bikeways that provide safe transportation for Spokane cyclists throughout the City, BMP 4: Enhance the safety of people riding bicycles through detailed crash analysis, BMP 5: Develop a collaborative program between a variety of city departments and agencies and outside organizations to implement the Bike Master Plan through capital project delivery as well as community planning processes; and

WHEREAS, Vision Zero is a holistic strategy aimed at eliminating all traffic fatalities and severe injuries suffered by all road users in Spokane while increasing safe, healthy, and equitable mobility for all;

WHEREAS, similar efforts are founded on a Safe Systems approach that recognizes humans will make mistakes and roadway systems and policies should be designed to protect them; and

NOW THEREFORE, BE IT RESOLVED that the Spokane City Council adopts a goal to eliminate traffic deaths and severe injuries within the set timeframe of 2042, and adopts the analysis provided by the City's Local Road Safety Risk-Based Analysis as the City's Safety Action Plan.

Adopted by the City Council this _____ day of _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

URBAN EXPERIENCE

Submitting Department	Planning Services; Integrated Capital Management
Contact Name & Phone	Colin Quinn-Hurst 625-6804; Inga Note 625-6331
Contact Email	cquinnhurst@spokanecity.org ; inote@spokanecity.org
Council Sponsor(s)	Council President Beggs; Council Member Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Vision Zero Resolution
Summary (Background)	<p>Vision Zero is an established concept for improving traffic safety for all road users (including people walking, biking, using transit and driving) and committing to a target of achieving zero traffic fatalities and severe injuries on City streets. Vision Zero is a global movement to eliminate deaths and serious injuries through a multi-pronged approach centered on a Safe Systems approach focusing on designing streets with safety as a foremost design criteria. Adoption of a Vision Zero commitment within a set timeframe is increasingly a requirement of state and federal transportation grant programs, and committing to this target ensures Spokane's continued competitiveness in these programs to support transportation improvements on City streets.</p>
Proposed Council Action & Date:	Resolution Adoption Monday December 4, 2022
<p>Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Adopting the Vision Zero approach to traffic safety supports safe mobility in historically excluded communities. The Vision Zero approach prioritizes equitable mobility for all as a central tenet of eliminating traffic deaths and serious injuries, which occur disproportionately in historically disadvantaged communities.</p>	

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

Data will be collected, analyzed, and reported concerning the effect of the Vision Zero approaches in tandem with the City's Local Road Safety Risk-Based Analysis. The resolution adopts the Local Road Safety Risk-Based Analysis as the City's Safety Action Plan toward achieving Vision Zero. This analysis and associated action plan is updated every two years, at minimum, in tandem with the Washington State Department of Transportation's City Safety Program, which administers federal Highway Safety Improvement Program (HSIP) funding to local jurisdictions. In addition, the US Department of Transportation's Safe Streets and Roads for All (SS4A) grant program likewise requires updating a safety action plan as a component of the application process, with the next funding opportunity through this program expected in 2023. Data will be collected, updated and analyzed in preparation for both the City Safety program and the Safe Streets and Roads for All program.

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

Data will be collected regarding the effectiveness of the Vision Zero approach to ensure it is the right solution as part of regular and ongoing updates of the City's Local Road Safety Risk-Based Analysis, as described above.

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

This proposal aligns with current City Policies including the Comprehensive Plan and Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, and Council Resolutions, all of which call for improving the safety of City streets and reducing or eliminating traffic deaths and serious injuries. This approach aligns with Comprehensive Goal TR Goal F: Enhance Public Health & Safety which states that "Spokane will seek to improve safety through the use of supporting federal and state programs, documents, and policies such as: FHWA Towards Zero Deaths (TZD), the FHWA Highway Safety Improvement Program (HSIP), and Washington State Department of Transportation's (WSDOT) Target Zero: Strategic Highway Safety Plan." As an appendix of the Comprehensive Plan, the Spokane City Bicycle Master Plan aligns with this approach via Policy BMP 2: Complete and maintain connected bikeways that provide safe transportation for Spokane cyclists throughout the City, BMP 4: Enhance the safety of people riding bicycles through detailed crash analysis, and BMP 5: Develop a collaborative program between a variety of city departments and outside organizations to implement the Bicycle Master plan through capital project delivery as well as community planning processes.

This approach also aligns with SMC 16A.84.020 Pedestrian Safety Top Transportation Priority; Purpose and Intent, which recognizes pedestrian safety and service as the City's highest transportation priority and supports Washington State's Target Zero goal of reducing all traffic fatalities and serious injuries to zero.

Under Strategy 5. Improve transportation safety, the Sustainability Action Plan recommends adoption of a Vision Zero framework to reduce fatalities and severe injuries and joining the national Vision Zero network.



Agenda Sheet for City Council Meeting of:

12/05/2022

Date Rec'd	11/22/2022
Clerk's File #	ORD C35237
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

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

Agenda Wording

Street Vacation of the alley between Pacific Ave and 2nd Ave, from Scott St. to Sprague Way

Summary (Background)

At its legislative session held on February 12, 2015 the City Council approved this right-of-way vacation subject to conditions. Since that time all conditions have been met. DSC-Engineering wishes to modify the easement language in the Ordinance before finalizing to further specify easement conditions.

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

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

Approvals		Council Notifications	
Dept Head	PALMQUIST, TAMI	Study Session\Other	Urban Experience Committee – 11/14/22
Division Director	MACDONALD, STEVEN	Council Sponsor	CM Bingle CM Cathcart
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	smacdonald@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	edjohnson@spokanecity.org	
Additional Approvals		ebrown@spokanecity.org	
Purchasing		tpalmquist@spokanecity.org	
		kkuchlenz@spokanecity.org	

AGENDA ITEM PROCESSING SHEET

PLEASE FILL IN AS MUCH INFORMATION AS POSSIBLE – IF YOU NEED ASSISTANCE PLEASE CONTACT THE ADMIN GROUP

City Council Meeting Date: December 5, 2022

Submitting Dept: DSC - Development Services Center Other:

Name of Staff Member Presenting to Council: Eldon Brown x6305

Agenda Type: New First Reading of Ordinance C-35237

Agenda Item Name: 4700 – Street Vacation of the alley between Pacific Ave and 2nd Ave, from Scott St. to Sprague Way

Agenda Wording (250 Character Max): Street Vacation of the alley between Pacific Ave and 2nd Ave, from Scott St. to Sprague Way

Summary Background (500 Character Limit): At its legislative session held on February 12, 2015 the City Council approved this right-of-way vacation subject to conditions. Since that time all conditions have been met. DSC-Engineering wishes to modify the easement language in the Ordinance before finalizing to further specify easement conditions.

Grant Related? Yes No

Public Works Related? Yes No

Fiscal Impact: Neutral

If Revenue or Expense:

****** If the item is an expense, please complete & include an Expenditure Control Form with the other documents.

Council Notifications: Urban Experience Committee – 11/14/22

****** City Council Sponsor: Jonathan Bingle

Any Additional Approvals Required:

Distribution List: I add the Submitter, Department Head, and Division Head to all agenda submittals.

edjohnson@spokanecity.org, ebrown@spokanecity.org, tpalmquist@spokanecity.org

**PLEASE PROVIDE DOCUMENTS (ELECTRONIC IF AVAILABLE) THAT NEED TO BE
SUBMITTED WITH THE AGENDA ITEM**

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35237

An ordinance vacating the Alley between Pacific Avenue and 2nd Avenue from Scott Street to Sprague Way.

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

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

The City of Spokane does ordain:

Section 1. That the Alley between Pacific Avenue and 2nd Avenue from Scott Street to Sprague Way is hereby vacated. NE1/4 S20 T25 R43. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista, Comcast, **CenturyLink**, **Lumen**, and the City of Spokane to protect existing and future utilities. This shall be a non-buildable easement. **There is an existing movable playground structure in this area that is allowed however no other changes will be permitted in the easement without permission from the City Engineer.**

~~Section 3. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to the full assessed value of the area herein vacated.~~

~~Section 4. Adequate emergency vehicle access shall be maintained to existing and future buildings.~~

Passed the City Council _____

Council President

Attest: _____
City Clerk

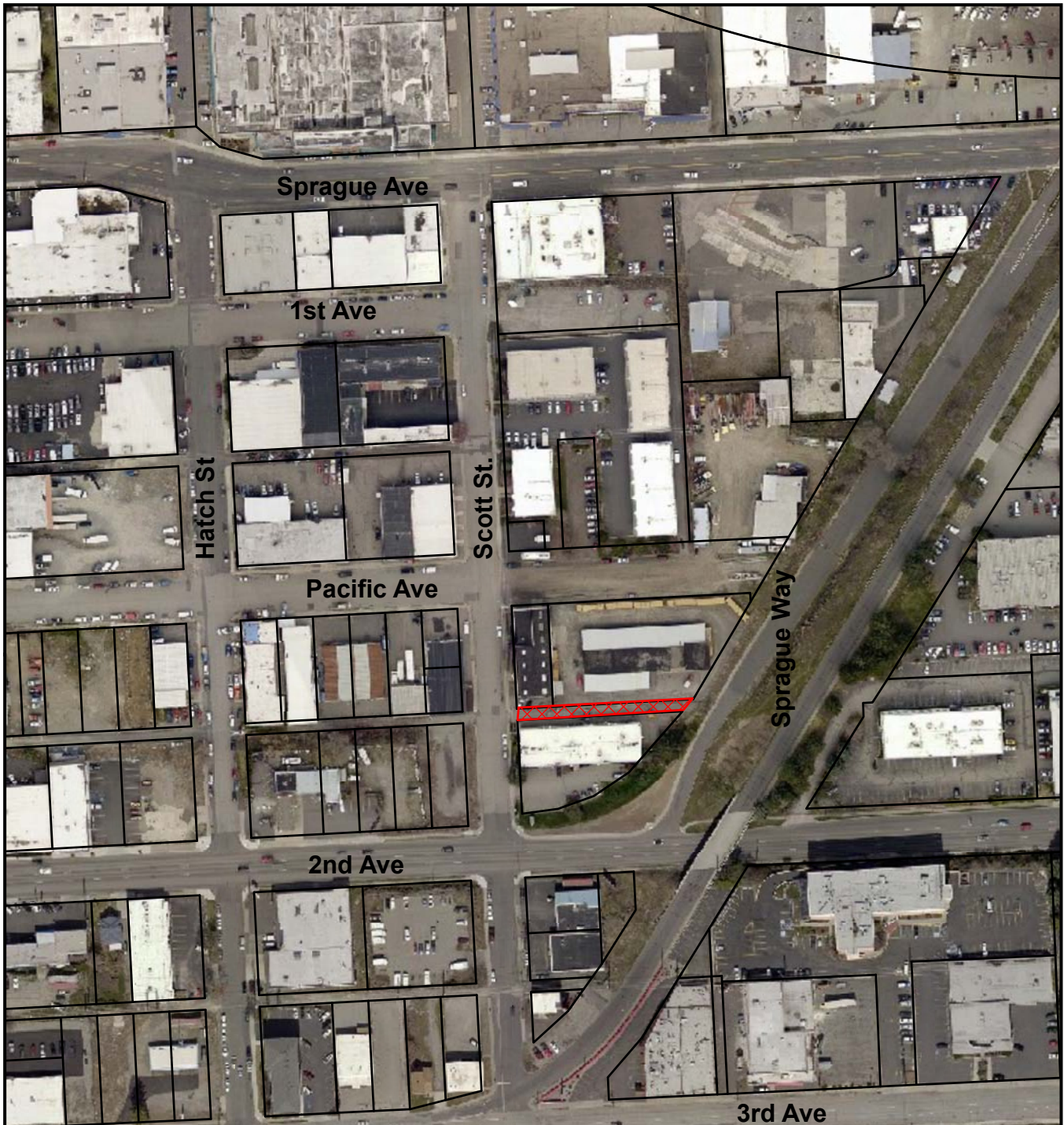
Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

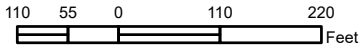
Effective Date: _____



Right of Way Description:
 The alley between Pacific Avenue and
 2nd Avenue from Scott Street to
 Sprague Way as requested by SAMCA, LLC

COSGIS

Disclaimer: This is not a legal document. The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc. Not suitable for design purposes.



AREA





Agenda Sheet for City Council Meeting of:
11/07/2022

Date Rec'd	10/25/2022
Clerk's File #	ORD C36308
Renews #	

Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	TIMOTHY 6218	Project #	
Contact E-Mail	TSZAMBELAN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	FRANCHISE AGREEMENT WITH INTERMOUNTAIN INFRASTRUCTURE GROUP		

Agenda Wording

Granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Intermountain Infrastructure Group LLC., subject to certain conditions and duties.

Summary (Background)

Intermountain Infrastructure Group (IIG) is a Delaware limited liability corporation, and its corporate offices are located in Burlingame California. IIG is seeking a franchise agreement to operate /install fiber in City's right of way. The franchise agreement is for a ten (10) year term. Intermountain Infrastructure Group is registered with the Washington Utilities and Transportation Commission to operate as a telecommunications company.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

Dept Head	PICCOLO, MIKE
Division Director	
Finance	BUSTOS, KIM
Legal	SZAMBELAN, TIMOTHY
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	PIES 9/26/2022
Council Sponsor	CP Beggs / CM Kinnear

Distribution List

msloon@spokanecity.org
mfeist@spokanecity.org

Additional Approvals

Purchasing



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Budget Account

\$

#

\$

#

Distribution List

INTERMOUNTAIN INFRASTRUCTURE GROUP LLC.
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C-36308

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

THE CITY OF SPOKANE DOES ORDAIN:

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

Section 1. Definitions

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

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

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

"Facilities" means the equipment, fixtures, and appurtenances necessary for Grantee to furnish and deliver telecommunications services as provided in the Franchise. It includes poles, antennas, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coaxial cables, fiber optic cables, wires and conduits and related materials and equipment, but not above ground pedestals or other special installations in the Public right-of-way absent written permission of the Administering officer.

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

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

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

Section 2. Parties, grant

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and Intermountain Infrastructure Group LLC, as Grantee, hereafter also "Grantee". Grantee is a Delaware Limited Liability Company whose home office is 533 Airport Blvd Suite 400. Burlingame, CA 94010. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

Intermountain Infrastructure Group LLC.
533 Airport Blvd. Ste. 400
Burlingame, CA 94010
legal@intermountainig.com

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: Jeff Yount: (303) 810-4006; email: jeff.yount@intermountainig.com.

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

City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Clerk's Office

With a copy to:
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Attorney's Office

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

Section 3. Limits on Permission

A. Should the City determine Grantee is using the Franchise beyond its purpose set forth in Section 2B above, or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public right-of-way, the

City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City.

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

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

Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance ("Effective Date"); PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight ten (10) years thereafter. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General Provisions

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

B. Grantee will coordinate its activities with other utilities and users of

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

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

Section 6. Plans; Locate, Relocate

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

B. The City reserves the right to change, regrade, relocate, or vacate the Public right-of-way and/or skywalk over the right-of-way. If Grantee is required to relocate its cable, relocation costs incurred by Grantee will be reimbursed by the City and/or any other entity requiring the relocation or funding the project that is requiring the relocation, subject to the

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

C. Under the provisions of RCW 35.99.060, the Administering officer may require Grantee to relocate its Facilities within the right-of-way, when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety. The same terms and timelines as exist in Section 6(B) shall apply for the relocation contemplated in this Section 6(C).

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

1. Where Grantee has paid for the relocation cost of the same Facilities in the right-of-way at the request of the City within the past five years, Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;
2. Where aerial to underground relocation of authorized Facilities in the right-of-way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and
3. Where the City requests relocation in the right-of-way solely for aesthetic purposes, unless otherwise agreed to by the parties.

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

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

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

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

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

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

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

Section 7. Grantee to Restore Affected Areas

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

Section 8. Information, Good engineering, Inspections

A. Grantee will supply information reasonably requested by the Administering officer such as installation inventory, location of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information reasonably related to Grantee's Facilities, unless the information is confidential and/or proprietary. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

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

to be familiar with updates or changes thereto.

Section 9. Limited Access, No Obstruction, Accommodation

A. The City reserves the right to limit or exclude Grantee's access to a specific route, Public right-of-way or other location when, in the reasonable judgment of the Administering officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Administering officer, provided, it shall do so consistent with the Federal Telecommunications Act of 1996 and RCW 35.99.050 as applicable.

B. Grantee must raise any concerns under the aforementioned laws or other applicable laws which it believes limit the City's authority or Grantee's obligations to the City pertaining to this Franchise at the time such issue is first known or should have been reasonably known by Grantee.

C. Grantee will not interfere with Municipal infrastructure uses of the right-of-way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities including sewer and storm water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right-of-way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee Facilities in the right-of-way as, in the reasonable judgment of the Administering officer, are necessary to preserve the condition of, or reduce the interference with, such right-of-way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other right-of-way occupants or users, other utilities, franchisees, or permittees existing within the right-of-way as of the date of this Ordinance. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination the City's underground program for other utility service providers, as a condition of Grantee's new installation or major

maintenance or restoration construction activities of overhead facilities under this Franchise. The purpose of this section is to recognize and preserve the City's control over uses of the Public right-of-way, consistent with the Municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

Section 11. Facilities for City Use

A. Except as covered by mutual agreement, whenever Grantee constructs, relocates or places ducts or conduits in the Public right-of-way as part of the Facilities, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs plus 10% to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support incremental cost claims. Unless otherwise agreed, the City further agrees not to resell, lease, sublease, or grant an IRU or other right to use in any Grantee Facilities provided under this paragraph, or use such Facilities to provide communications services for hire, sale, or resale, to the public or any third party which is not a governmental entity. All Facilities supplied shall be maintained to technical specifications.

B. The City is permitted to attach to aerial poles for aerial fiber cabling and required mounting hardware in situations where the existing pole agreements between Grantee and the other party would not be violated by the City's attachment use of the aerial pole.

C. Grantee agrees to notify the City ITSD Director, Developer Service Director, and City Engineer at least sixty (60) days prior to opening a trench or placing overhead lines at any location to allow the parties to implement paragraph B herein as those provisions may apply. As to all matters encompassed in this Section, the parties further agree to do anything required by law to maintain the effectiveness of such arrangements and to negotiate in good faith any matters not otherwise fully resolved. Each party acknowledges receipt of good and adequate consideration for all matters encompassed in this Section.

Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting

this franchise or permits. Except to the extent caused by the negligent or intentional acts of the City, Grantee will indemnify and hold the City, its boards, officers, agents and employees ("City") harmless from any and all claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities, and/or enjoyment of any privileges granted by this Franchise, or because of Grantee's performance or failure to perform any Franchise obligations.

B. Grantee accepts that access to any franchised area is furnished "as is". The City has made no assessment or guarantee as to its suitability for Grantee needs or compatibility of Grantee uses with other needs. Grantee waives immunity under Title 51 RCW in any cases involving the City of Spokane relating solely to indemnity claims made by the City directly against Grantee for claims made against the City by Grantee's employees and affirms that the City and Grantee have specifically negotiated this provision, as required by RCW 4.24.115, to the extent it may apply. This waiver has been mutually negotiated.

C. It is not the intent of this Ordinance to acknowledge, create, or expand any duty or liability of the City for any purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

Section 13. Insurance

A. Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement.

B. Any Grantee insurance policy shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance, including the blanket additional insured endorsement indicating City coverage required herein

Section 14. Taxes, fees

A. No Franchise fee is assessed for telecommunications service providers in accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telecommunications service provider franchise fees is removed or modified to allow a franchise fee, the parties agree to negotiate this provision as a material term on which agreement is required for continuation of this franchise, PROVIDED, the City must give one hundred eighty (180) days' notice to invoke this provision and any franchise fee under it shall be prospective in nature.

B. Nothing in this Franchise shall otherwise limit the City's power to tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all taxes as due and any lawful expenses within ninety (90) days of billing pursuant to this Franchise. Failure to pay within ninety (90) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

Section 15. Franchise Administration

Questions of application or interpretation of this Franchise are determined by the Administering officer or a court of competent jurisdiction. Said officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its right-of-way or other franchised areas. For the performance of all franchise obligations, time is of the essence. All City acts under this Franchise are discretionary guided by considerations of the public health, safety, esthetics, and convenience.

Section 16. Additional

A. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. The City may not assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void.

No capital stock may ever be issued based on any permission to use or occupy the

right-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for its value.

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days' written notice to Grantee and opportunity to cure. Similarly, Grantee may elect to terminate this Franchise because of any material breach of the City's obligations, after giving at least thirty (30) days' written notice to the City and opportunity to cure. Except as otherwise provided for in this Franchise, and upon written notice, the defaulting party will have thirty (30) days to cure defaults under the terms of this Franchise. Neither party is in default of this Franchise if the party provided written notice commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee may surrender its Franchise to the City upon sixty (60) days written notice to the Administering officer, subject to acceptance by the City, by a resolution of the City Council.

C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to remove all its Facilities as ordered by the Administering officer or otherwise abandon the cable in place, first removing all electronics, if any, rendering the same safe. In the event removal is required, Grantee shall remove the Facilities within one hundred twenty (120) days of receipt of written notice from City. Grantee will have no further obligations under this Franchise.

D. Grantee understands that this Franchise applies to itself as well as all third-party users, assigns, successors, or any other entity enjoying de facto Franchise privileges derived from permission extended to Grantee herein and Grantee shall assure that any contracts with such users, assigns, successors or entities so provide. Additionally, Grantee accepts full responsibility with said users, assigns, successors, or entities, jointly and severally, to the City for full performance of all Franchise obligations.

E. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County.

F. (Force Majeure) Except as otherwise provided in this Franchise, neither party hereto will be in default under this Franchise if and to the extent that any failure or delay in a party's performance of one or more of its obligations hereunder, is caused by any of the following conditions, and such party's performance is excused and extended during the period of any such delay: act of God (such as, flood, back water caused by flood, tornado, earthquake, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Franchise (collectively, "Regulations"); war or civil disorder; or vandalism, or any other events beyond the reasonable control of the party seeking relief under this Section, provided that the party claiming relief under this Section promptly notifies the other in writing of the existence of the event relied on and the cessation or termination of the event. The party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay.

Both parties hereto acknowledge that events under this Section may occur which are incapable of being cured so as to allow the parties to enjoy the full benefit of their rights under the Franchise. If a party is unable to conduct its business due to an event of force majeure as described in this Section, and the force majeure occurs and remains uncured after sixty (60) days, the party not claiming inability to perform under force majeure may, at its option, terminate this Franchise without further obligation.

G. (Authority to Sign) Each party hereto hereby represents and warrants to the other that the person or entity signing this Franchise on behalf of such party is duly authorized to execute and deliver this Franchise and to legally bind the party on whose behalf this Franchise is signed to all of the terms, covenants and conditions contained in this Franchise.

PASSED by the City Council _____, 2022.

MAYOR

Council President

Attest: _____
City Clerk

INTERMOUNTAIN INFRASTRUCTURE GROUP LLC.

Page 15 of 16

Approved as to form:

Assistant City Attorney

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. _____, effective _____, 2022.

I, _____, am the _____ of Intermountain Infrastructure Group LLC and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of Intermountain Infrastructure Group LLC.

I certify that this Franchise and all terms and conditions thereof are accepted without qualification or reservation.

DATED this _____ day of _____, 2022.

Witness: _____



Agenda Sheet for City Council Meeting of:
12/05/2022

Date Rec'd	11/18/2022
Clerk's File #	ORD C36340
Renews #	

Submitting Dept	COMMUNITY AND ECONOMIC	Cross Ref #	
Contact Name/Phone	STEVE 625-6835	Project #	
Contact E-Mail	SMACDONALD@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0750 - ORDINANCE TO COMBINE CODE ENFORCEMENT & PARKING SERVICES		

Agenda Wording
ORDINANCE TO REMOVE CODE ENFORCEMENT FROM THE DSC & CODE ENFORCEMENT DEPT AND COMBINE IT WITH THE PARKING SERVICES DEPT TO CREATE A NEW CODE ENFORCEMENT & PARKING SERVICES DEPT.

Summary (Background)
CITY COUNCIL REMOVED PARKING FROM THE DSC, CODE ENFORCEMENT & PARKING SERVICES DEPT AND CREATED A STAND ALONE PARKING SERVICES DEPT DECEMBER 13, 2021. THERE WAS NO PROVISION OR BUDGET PUT FORTH TO FUND A DIRECTOR OF THAT DEPT AT THAT TIME. WE ARE PUTTING FORTH AN ORDINANCE TO REMOVE CODE ENFORCEMENT FROM THE DSC & CODE ENFORCEMENT DEPT AND COMBINE IT WITH PARKING SERVICES TO CREATE A NEW CODE ENFORCEMENT & PARKING SERVICES DEPT, BOTH OF WHICH HAVE ENFORCEMENT DUTIES.

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

Approvals		Council Notifications	
Dept Head	MACDONALD, STEVEN	Study Session\Other	FINANCE & ADMIN
Division Director	MACDONALD, STEVEN	Council Sponsor	CP BEGGS & CM
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	smacdonald@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	sbishop@spokanecity.org	
Additional Approvals		lgarcia@spokanecity.org	
Purchasing		tpalmquist@spokanecity.org	
		korlob@spokanecity.org	
		mpiccolo@spokanecity.org	
		jray@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

LUIS GARCIA WAS APPOINTED & CONFIRMED AS DIRECTOR OF THE CODE ENFORCEMENT & PARKING SERVICES DEPT IN SEPTEMBER 2022, CONDITIONED UPON THE SUBSEQUENT UPDATE OF THE JOB DESCRIPTION AND SALARY SURVEY RESULTING FROM THE CHANGE IN DEPARTMENT TITLE & RESPONSIBILITIES AND THE CREATION OF THE NEW DEPT AFTER COUNCIL APPROVAL IN DECEMBER, AT THE TIME OF BUDGET APPROVAL. BOTH REMAINING DEPARTMENTS (CODE ENFORCEMENT & PARKING SERVICES AND DEVELOPMENT SERVICES CENTER) WOULD REMAIN UNDER STEVE MACDONALD AND THE COMMUNITY & ECONOMIC DEVELOPMENT DIVISION.

Fiscal Impact

Budget Account

Select \$

#

Select \$

#

Distribution List

jruffing@spokanecity.org

rcouch@spokanecity.org

jperkins@spokanecity.org

mayor@spokanecity.org

Committee Agenda Sheet

FINANCE & ADMINISTRATION

Submitting Department	Community & Economic Development Division
Contact Name & Phone	Steve MacDonald – x6835
Contact Email	smacdonald@spokanecity.org
Council Sponsor(s)	CP Breean Beggs & CM Karen Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Ordinance to Combine Code Enforcement & Parking Services
Summary (Background)	<p>City Council removed Parking from the Development Services Center, Code Enforcement, & Parking Department to create its own department (Parking Services) December 13, 2021 (ORD C36157). Luis Garcia was confirmed as Director of Parking Services in September 2022.</p> <p>This ordinance would remove Code Enforcement from the Development Services Center & Code Enforcement Department and combine it with Parking Services to make a new Code Enforcement & Parking Services Department, both of which are responsible for enforcement duties. Luis Garcia was confirmed as Director of Code Enforcement & Parking Services, with 45 full-time employees, in September 2022, conditioned upon the subsequent update of the job description and salary survey resulting from the change in department title and responsibilities.</p> <p>Tami Palmquist would then be the Director of the Development Services Center, with 51 full-time employees, as confirmed in September 2022, also conditioned upon the subsequent update of the job description and salary survey resulting from the change in department title and responsibilities.</p> <p>Both departments, Code Enforcement & Parking Services and the Development Services Center would remain under Steve MacDonald and the Community & Economic Development Division.</p>
Proposed Council Action & Date:	None (Informational for Council at F&A) – November 21, 2022 Approval at Final Reading Ordinance – December 12, 2022
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	

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

N/A

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

N/A

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

N/A

ORDINANCE C- 36340

An ordinance relating to the executive and administrative organization of the City; amending SMC sections 3.01A.253 and 3.01A.254.

The City of Spokane does ordain:

Section 1. That SMC section 3.01A.253 is amended to read as follows:

3.01A.253 Development Services Center ~~((and Code Enforcement))~~

A. The development services center ~~((and code enforcement))~~ department performs the following functions:

1. Reviews and approves plans, issues building and occupancy permits and inspects building projects for compliance with building and other construction codes. ~~((It also enforces land use regulations and works with various city, county and state agencies in the regulation of property use requirements.~~
2. ~~Coordinates the activities of the other City departments and local and regional agencies in the investigation and resolution of violations of the public health and safety laws, and has authority to issue civil infractions to enforce public health and safety laws under the municipal code.)~~

B. The building official is appointed by the mayor.

Section 2. That SMC section 3.01A.254 is amended to read as follows:

3.01A.254 Code Enforcement and Parking Services

The code enforcement and parking services department enforces land use regulations and works with various city, county and state agencies in the regulation of property use requirements. Code enforcement activities include coordinating the activities of the other City departments and local and regional agencies in the investigation and resolution of violations of the public health and safety laws. The department has authority to issue civil infractions to enforce public health and safety laws under the municipal code and coordinates the operation of parking services provided by the city including parking enforcement.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

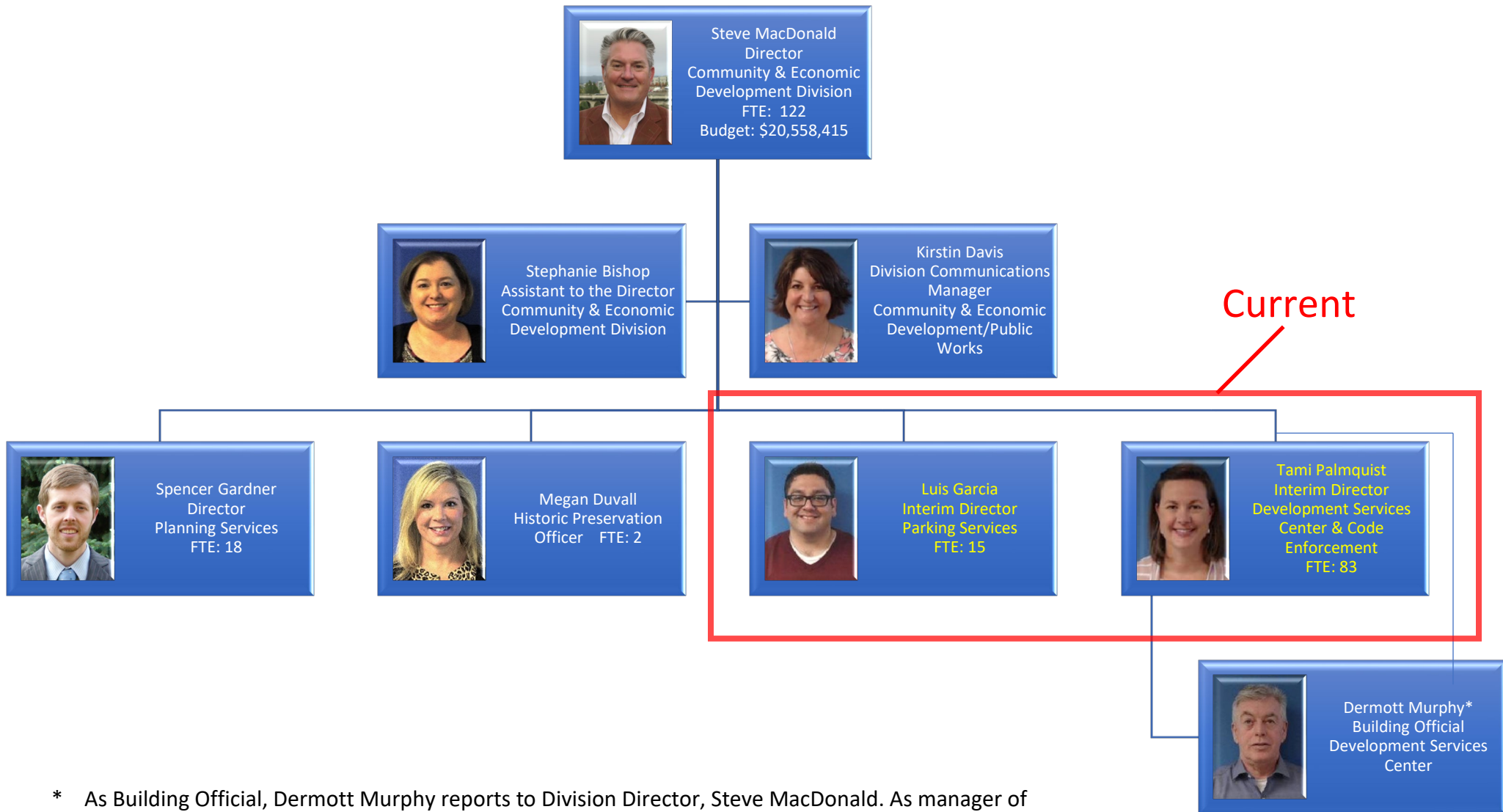
Assistant City Attorney

Mayor

Date

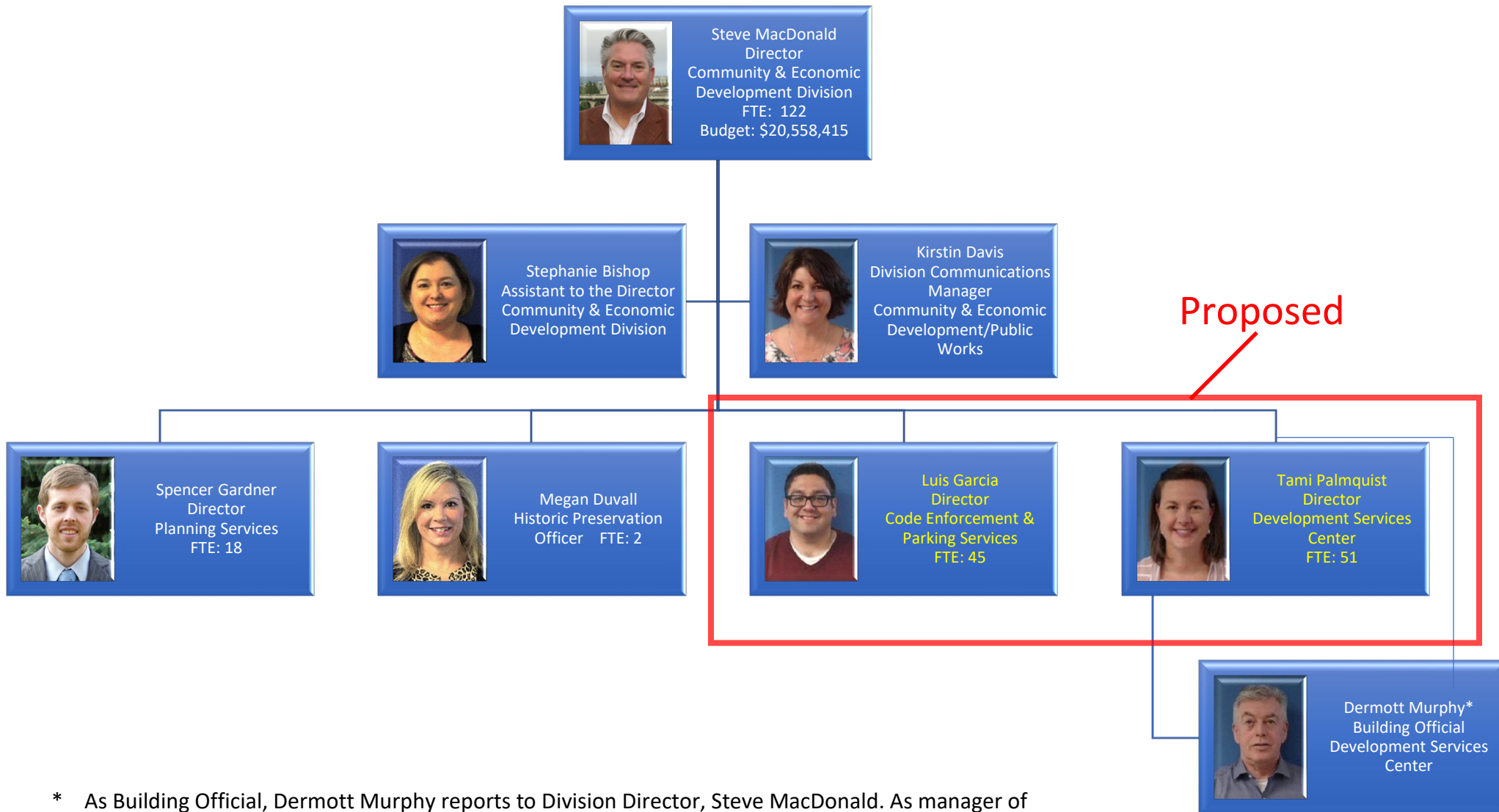
Effective Date

COMMUNITY AND ECONOMIC DEVELOPMENT DIVISION



* As Building Official, Dermott Murphy reports to Division Director, Steve MacDonald. As manager of Building Services, Dermott Murphy reports to Development Services Center Director, Tami Palmquist.

COMMUNITY AND ECONOMIC DEVELOPMENT DIVISION



* As Building Official, Dermott Murphy reports to Division Director, Steve MacDonal. As manager of Building Services, Dermott Murphy reports to Development Services Center Director, Tami Palmquist.



Agenda Sheet for City Council Meeting of:
12/12/2022

Date Rec'd	11/30/2022
Clerk's File #	ORD C36345
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE, TREASURY & ADMIN
Contact Name/Phone	JESSICA STRATTON 625-6369
Contact E-Mail	JSTRATTON@SPOKANECITY.ORG
Agenda Item Type	Final Reading Ordinance
Agenda Item Name	0410 - 2023 BUDGET ADOPTION

Agenda Wording
Adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane for the year ending December 31, 2023, providing it shall take effect immediately upon passage.

Summary (Background)
The City of Spokane is a first-class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075, to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2022.

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

Approvals		Council Notifications	
Dept Head	WALLACE, TONYA	Study Session\Other	F&A Committee 11/21
Division Director	WALLACE, TONYA	Council Sponsor	CP Beggs, CM Wilkerson
Finance	MURRAY, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE	twallace@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	budget@spokanecity.org	
Additional Approvals			
Purchasing			

Memo

From: Breean Beggs, City Council President
To: City Council Members
Cc: Mayor Nadine Woodward; Johnnie Perkins, City Administrator; Tonya Wallace, CFO; Jessica Stratton, Interim - Budget Director; Terri Pfister, City Clerk
Date: December 9, 2022
Re: 2023 Proposed Budget Amendments Consistent with Previously Passed Resolution

GENERAL FUND:

Non-Departmental (0020)

- 1) Decrease Sales Tax line item to more accurately represent the likely projected revenue based on consumer behavior brought forth by the economy:
 - a. 0020-88100-99999-31310 from \$60,450,000 to \$58,650,000
- 2) Increase Property Tax line item to represent the allowable annual 1% increase in property tax that was passed by Council:
 - a. 0020-88100-99999-31112 from \$48,500,000 to \$49,000,000
- 3) Decrease Interfund Tax - Water line item to more accurately represent the revenue likely to be collected:
 - a. 0020-88100-99999-31452 from \$10,500,000 to \$9,850,000
- 4) Increase Interfund Tax – Sewer line item to more accurately represent the revenue likely to be collected:
 - a. 0020-88100-99999-31454 from \$12,100,000 to \$12,800,000
- 5) Increase Interfund Tax – Solid Waste line item to more accurately represent the revenue likely to be collected:
 - a. 0020-88100-99999-31455 from \$12,200,000 to \$12,600,000
- 6) Increase B&O Taxes – Private Electric line item to more accurately represent the revenue likely to be collected based on private electric company announced rate change:
 - a. 0020-88100-99999-31641 from \$13,165,000 to \$14,065,000
- 7) Increase B&O Taxes – Gas line item to more accurately represent the revenue likely to be collected based on private natural gas company announced rate change:
 - a. 0020-88100-99999-31643 from \$4,650,000 to \$4,800,000
- 8) Increase B&O Taxes - Garbage line item to more accurately represent the revenue likely to be collected:
 - a. 0020-88100-99999-31645 from \$368,000 to \$468,000
- 9) Decrease B&O Taxes – Telephone line item to more accurately represent the revenue likely to be collected:
 - a. 0020-88100-99999-31647 from \$2,600,000 to \$2,300,000
- 10) Increase Utility Tax – Other line item to more accurately represent the revenue likely to be collected:
 - a. 0020-88100-99999-31679 from \$2,578,000 to \$2,778,000
- 11) Increase budget revenue in from ARPA
 - a. 0020-88100-99999-39719-97323 from \$0 to \$2,000,000

*Net General Fund (Non-Departmental) budget impact is an **increase of \$2,200,000 in revenues for 2023***

City Council (0320)

- 1) Increase the Cell Phone budget line item by \$2,000 for increase in cell phone costs by providers
 - a. Line item – 0320-36100-11600-54302 from \$3,000 to \$5,000
- 2) Decrease Temporary Seasonal line item to reduce GF expenditures by \$25,000.
 - a. Line item – 0320-36100-11600-08490 from \$50,000 to \$25,000
- 3) Decrease Noncapitalized Software line item to reduce GF expenditures by \$25,000
 - a. Line item – 0320-36100-11600-53104 from \$30,000 to \$5,000
- 4) Decrease Airfare line item to reduce GF expenditures by \$7,000
 - a. Line item – 0320-36100-11600-54401 from \$7,000 to \$0
- 5) Decrease Operational Travel line item to reduce GF expenditures by \$2,000
 - a. Line item – 0320-36100-11600-54404 from \$7,000 to \$5,000
- 6) Decrease Lodging line item to reduce GF expenditures by \$4,000
 - a. Line item – 0320-36100-11600-54407 from \$4,000 to \$0
- 7) Decrease Per Diem line item to reduce GF expenditures by \$1,000
 - a. Line item – 0320-36100-11600-54408 from \$1,000 to \$0
- 8) Decrease Other Transportation Expenses to reduce GF expenditures by \$1,000
 - a. Line item – 0320-36100-11600-54409 from \$1,000 to \$0
- 9) Remove Manager of Neighborhood Connectivity Initiatives position (77306) and all associated costs from the Council Budget to move to the Traffic Calming Measures as effort of duties is directly correlated with the revenue received and remove burden on the GF
 - a. Various salary and benefit line items decrease of \$126,536
- 10) Reclassify position Budget Manager (833002) to Budget Director (step 56 to 65) to align with the increased responsibilities outside of original job description
 - a. Increase various salary and benefit line items by \$16,710
- 11) Reduce Airfare travel line item for all Council Members by \$2,000 resulting in over decrease of GF expenditures by \$14,000
 - a. Line item – 0320-36110-11600-54401 from \$4,000 to \$2,000
 - b. Line item – 0320-36120-11600-54401 from \$4,000 to \$2,000
 - c. Line item – 0320-36130-11600-54401 from \$4,000 to \$2,000
 - d. Line item – 0320-36140-11600-54401 from \$4,000 to \$2,000
 - e. Line item – 0320-36160-11600-54401 from \$4,000 to \$2,000
 - f. Line item – 0320-36170-11600-54401 from \$4,000 to \$2,000
 - g. Line item – 0320-36180-11600-54401 from \$4,000 to \$2,000
- 12) Increase Cell Phone line item for all Council Members by \$300 resulting in overall increase of GF expenditures by \$2,100
 - a. Line item – 0320-36110-11600-54302 from \$720 to \$1,020
 - b. Line item – 0320-36120-11600-54302 from \$720 to \$1,020
 - c. Line item – 0320-36130-11600-54302 from \$720 to \$1,020
 - d. Line item – 0320-36140-11600-54302 from \$720 to \$1,020
 - e. Line item – 0320-36160-11600-54302 from \$720 to \$1,020
 - f. Line item – 0320-36170-11600-54302 from \$720 to \$1,020
 - g. Line item – 0320-36180-11600-54302 from \$720 to \$1,020
- 13) Include parking allowance for each full-time Council employee to compensate for the Monday evening meetings.
 - a. Line item – 0320-36100-11600-51615 from \$0 to \$6,720

*Net General Fund (City Council) budget impact is a **decrease of \$178,006 in expenditures for 2023***

Office of Civil Rights (0480)

- 1) Create budget authority for operating costs in the Office of Civil Rights by creating a reserve for budget adjustment that the upcoming unhired Director of the Office of Civil Rights can appropriate accordingly to fit the needs of the department
 - a. Line item 0480-30210-99999-59951 from \$0 to \$75,000

*Net impact to the General Fund (Office of Civil Rights) is an **increase of \$75,000 in expenditures for 2023***

Mayor (0520)

- 1) Do not reclass vacant Director – Office of the Mayor position (844002) for a Chief of Staff until approval of the job description and responsibilities has been approved by Council
 - a. Various salary and benefit line items decrease in the amount of \$57,447

*Net impact to the General Fund (Mayor's Office) is a **decrease of \$57,447 in expenditures for 2023***

Neighborhood Services Division (0550)

- 1) Increase Neighborhood Services contractual services line item to fund Leadership Academy, refreshing Neighborhood Council system process
 - a. 0550-53703-57200-54201 from \$33,500 to \$44,500
- 2) Add additional funding to support neighborhood council grants in the amount of \$10,000
 - a. 0550-53703-57200-54201 from \$44,500(above) to \$54,500

*Net impact to the General Fund (Neighborhood Services Division) is an **increase of \$21,000 in expenditures for 2023***

Police Department (0680)

- 1) Increase Salary Contra line item to more accurately estimate the vacancy savings within the department based on hiring rates:
 - a. 0680-11150-21250-51991 from \$1,900,776 to \$2,338,776
- 2) Increase Employee Benefits Contra line item to more accurately estimate the vacancy savings within the department based on hiring rates:
 - a. 0680-11150-21250-52991 from \$697,830 to \$859,830
- 3) Decrease Marijuana Revenue Use Tax budget line item:
 - a. 0680-11230-21250-33642 from \$620,000 to \$500,000

*Net impact for the General Fund (Police Department) is a **decrease of \$600,000 in expenditures for 2023 and a decrease in revenues of \$120,000, resulting in a positive variance of \$480,000 to the general fund***

**Note: Within the Traffic Calming Fund (1380) there is an increase of 9 additional traffic patrol police officers, with a budgeted expense of \$850,500. All associated expenditures and any revenues of the police officers will be maintained solely within this fund. While SPD (0680) is decreasing it's budget, the combination of activity results in \$250,500 increase in officer funding compared to the Mayor's proposed budget.*

TOTAL NET IMPACT FOR THE GENERAL FUND IS AN INCREASE OF \$2,819,453, OFFSETTING THE MAYOR'S \$2,626,340 DEFICIT AND RESULTING IN A PROJECTED POSITIVE NET FUND VARIANCE OF \$193,113

Non General Fund Departments:

Traffic Calming (1380)

- 1) Add 9 (3 for each precinct) police traffic officer positions deployed within 1/3 mile of a from a school or park to address the community need for safer streets
 - a. Various salary and benefit line items for 9 traffic officers (utilizing a police officer base salary at 94,500k) increase of 850,500
- 2) Add Manager of Neighborhood Connectivity Initiatives position (77306) and all associated costs to the fund
 - a. Various salary and benefit line items (step 1) of \$98,824
- 3) Decrease reserve for budget adjustment line item in the amount of \$1,500,000
 - a. Reduce line item 1380-24100-95300-59951 from \$3,000,000 to \$1,500,000

*The net impact for the Traffic Calming Fund is an **increase of \$550,676 in fund balance availability.***

American Rescue Plan Fund (1425)

- 1) Remove expense allocation from current year budget, as the remaining ARPA requests will go through special budget ordinance and ARPA approval process and this number does not properly represent the budget availability based on Council approved SBOs in late 2022
 - a. Line item – 1425-98868-99999-59951 from \$11,474,655 to \$0
- 2) Add transfer to the general fund for structural gaps forecasted during planning period to mitigate long term impacts
 - a. 1425-88155-97101-80101-97323 from \$0 to \$2,000,000

*The net impact for the American Rescue Plan Fund is **an increase of \$9,474,655** in fund availability, though the remaining fund allocation is to be determined once year end calculations have completed*

Housing Sales Tax (1595)

- 1) Per discussions with the Administration, it is the intent of the allocated budget to be used for homelessness efforts, which does not fit the spirit or the intent of the funding source
 - a. Reduce the line item 1595-53121-99999-54201 from \$6,810,000 to \$0

*The net impact for the Housing Sales Tax Fund is an **increase of \$6,810,000** in fund balance availability.*

Affordable and Supportive Housing (1725)

- a. It is unknown as to what the Contractual services line item is within the Administration’s proposal and therefore to safeguard, it will only be approved for Affordable Housing purposes.
 - a. Reduce the line item 1725-53121-99999-54201 from \$1,236,000 to \$0

*The net impact for the Affordable and Supportive Housing Fund is an **increase of \$1,236,000** in fund balance availability.*

REET II Fund (1610)

- 1) Adjust budget total to keep the reserve for budget adjustment the same as previous years
 - a. Reserve for Budget Adjustment Line item – 1610-48400-95300-59951 from \$6,000,000 to \$0

*The net impact for the REET II Fund is an **increase of \$6,000,000** in fund balance availability.*

Public Safety Personnel Fund (1625)

- 1) Increase funding for Pretrial Services Unit in order to decrease the jail residency costs
 - a. Increase various and salary and benefit line items for 4 CJS Counselor FTEs by \$237,836
 - b. Increase line item for 1 Senior CJS counselor promotion of current position by \$11,352
 - c. Increase department expenditure line items associated to the expansion of \$260,376
- 2) Increase funding for the Domestic Violence Intervention Treatment Court to accept state grant for Q1/Q2 operations.
 - a. Increase various salary and benefit line items for 2 CJS counselor FTEs at ½ of the year in the amount of \$71,025
 - b. Increase various salary and benefit line items for 1 CJS counselor FTE at ½ of the year in the amount of \$28,287
 - c. Increase department expenditure line items associated to the unfunded ½ year of the program by \$33,307
- 3) Increase funding for the Electronic Monitoring program to decrease jail residency costs
 - a. Increase various salary and benefit line items for 4 CJS Counselor FTEs by \$286,136
 - b. Increase line item for 1 Senior CJS counselor promotion of current position by \$11,352
 - c. Increase department expenditure line items associated to the expansion of \$153,161

*The net impact for the Public Safety Fund is **a decrease of \$1,092,832** in fund balance availability*

Criminal Justice Fund (1910)

- 1) Reduce Spokane County Jail Operations Cost by \$500,000 to represent historical trends and alternative residency options
 - a. Line item – 1910-18300-23600-54261 from \$6,000,000 to \$5,500,000
- 2) Increase Contractual Services Obligations to support homelessness obligations:
 - a. Line item – 1910-18100-23100-54201 from \$0 to \$4,500,000

*The net impact for the Criminal Justice Fund is a **decrease of \$4,000,000** in fund balance availability*

Workers' Compensation (1810)

- 1) Remove vacant Workers' Compensation position (050007) with responsibilities to be absorbed as a component of work by the approved Risk Manager position
 - a. Various salary and benefit line items decrease in the amount of \$103,443

*Net impact for the Workers' Compensation Fund is an **increase of \$103,443** in fund balance availability*

Council Proposed Budget Changes

Amounts & Account numbers listed are meant to reflect the changes described in the Council memo. If there is a conflict between these and the wording of the amendments described in the proposed changes memo, the memo is the controlling document. Changes should be consistent with that document.

Dept Name	Line Item Description	Account Number					Change	Current	Proposed	Notes
		Dept	Prog	Func	Type	Detail				
Non-Departmental	1 Tax projection adjustment	0020	88100	99999	31310	000000	\$ 58,650,000	\$ 60,450,000	\$ (1,800,000)	Sales tax
Non-Departmental	2 Property Tax Increase - 1%	0020	88100	99999	31112	000000	\$ 49,000,000	\$ 48,500,000	\$ 500,000	Add savings for eventual CBA payouts
Non-Departmental	3 Tax projection adjustment	0020	88100	99999	31452	000000	\$ 9,850,000	\$ 10,500,000	\$ (650,000)	Water utility tax
Non-Departmental	4 Tax projection adjustment	0020	88100	99999	31454	000000	\$ 12,800,000	\$ 12,100,000	\$ 700,000	sewer utility tax
Non-Departmental	5 Tax projection adjustment	0020	88100	99999	31455	000000	\$ 12,600,000	\$ 12,200,000	\$ 400,000	solid waste utility tax
Non-Departmental	6 Tax projection adjustment	0020	88100	99999	31641	000000	\$ 14,065,000	\$ 13,165,000	\$ 900,000	B&O tax electric
Non-Departmental	7 Tax projection adjustment	0020	88100	99999	31643	000000	\$ 4,800,000	\$ 4,650,000	\$ 150,000	B&O tax gas
Non-Departmental	8 Tax projection adjustment	0020	88100	99999	31645	000000	\$ 468,000	\$ 368,000	\$ 100,000	B&O tax garbage
Non-Departmental	9 Tax projection adjustment	0020	88100	99999	31647	000000	\$ 2,300,000	\$ 2,600,000	\$ (300,000)	B&O tax telephone
Non-Departmental	10 Tax projection adjustment	0020	88100	99999	31679	000000	\$ 2,778,000	\$ 2,578,000	\$ 200,000	Utility tax - other
Non-Departmental	11 ARPA transfer	0020	88100	99999	39719	098323	\$ 2,000,000	\$ -	\$ 2,000,000	ARPA
									\$ (2,200,000)	negative number represents positive revenue
City Council	1 Increase Cell Phone budget	0320	36100	11600	54302	000000	\$ 5,000	\$ 3,000	\$ 2,000	Cell phone costs increased and budget never adjusted
City Council	2 Decrease Temp/Seasonal allocation	0320	36100	11600	08490	000000	\$ 25,000	\$ 50,000	\$ (25,000)	Decrease allocation in order to reduce GF allocation
City Council	3 Decrease Non-Capitalized Software	0320	36100	11600	53104	000000	\$ 5,000	\$ 30,000	\$ (25,000)	Decrease allocation in order to reduce GF allocation
City Council	4 Airfare	0320	36100	11600	54401	000000	\$ -	\$ 7,000	\$ (7,000)	Decrease allocation in order to reduce GF allocation
City Council	5 Operational Travel	0320	36100	11600	54404	000000	\$ 5,000	\$ 7,000	\$ (2,000)	Decrease allocation in order to reduce GF allocation
City Council	6 Lodging	0320	36100	11600	54407	000000	\$ -	\$ 4,000	\$ (4,000)	Decrease allocation in order to reduce GF allocation
City Council	7 Per Diem	0320	36100	11600	54408	000000	\$ -	\$ 1,000	\$ (1,000)	Decrease allocation in order to reduce GF allocation
City Council	8 Transportation expenses	0320	36100	11600	54409	000000	\$ -	\$ 1,000	\$ (1,000)	Decrease allocation in order to reduce GF allocation
City Council	9 Move Mgr. Neighborhood Connectivity	0320	36100	11600	51001	099999	\$ -	\$ 126,536	\$ (126,536)	position #077306
City Council	10 Reclassify Budget Mgr. to Budget Director	0320	36100	11600	51001	099999	\$ 177,035	\$ 160,865	\$ 16,710	position #833002
City Council	11a Reduce travel	0320	36110	11600	54401	000000	\$ 2,000	\$ 4,000	\$ (2,000)	Decrease allocation in order to reduce GF allocation
City Council	11b Reduce travel	0320	36120	11600	54401	000000	\$ 2,000	\$ 4,000	\$ (2,000)	Decrease allocation in order to reduce GF allocation
City Council	11c Reduce travel	0320	36130	11600	54401	000000	\$ 2,000	\$ 4,000	\$ (2,000)	Decrease allocation in order to reduce GF allocation
City Council	11d Reduce travel	0320	36140	11600	54401	000000	\$ 2,000	\$ 4,000	\$ (2,000)	Decrease allocation in order to reduce GF allocation
City Council	11e Reduce travel	0320	36160	11600	54401	000000	\$ 2,000	\$ 4,000	\$ (2,000)	Decrease allocation in order to reduce GF allocation
City Council	11f Reduce travel	0320	36170	11600	54401	000000	\$ 2,000	\$ 4,000	\$ (2,000)	Decrease allocation in order to reduce GF allocation
City Council	11g Reduce travel	0320	36180	11600	54401	000000	\$ 2,000	\$ 4,000	\$ (2,000)	Decrease allocation in order to reduce GF allocation
City Council	12a Increase Cell Phone budget	0320	36180	11600	54302	000000	\$ 1,020	\$ 720	\$ 300	increase cell phone cost to represent payment
City Council	12b Increase Cell Phone budget	0320	36180	11600	54302	000000	\$ 1,020	\$ 720	\$ 300	increase cell phone cost to represent payment
City Council	12c Increase Cell Phone budget	0320	36180	11600	54302	000000	\$ 1,020	\$ 720	\$ 300	increase cell phone cost to represent payment
City Council	12d Increase Cell Phone budget	0320	36180	11600	54302	000000	\$ 1,020	\$ 720	\$ 300	increase cell phone cost to represent payment
City Council	12e Increase Cell Phone budget	0320	36180	11600	54302	000000	\$ 1,020	\$ 720	\$ 300	increase cell phone cost to represent payment
City Council	12f Increase Cell Phone budget	0320	36180	11600	54302	000000	\$ 1,020	\$ 720	\$ 300	increase cell phone cost to represent payment
City Council	12g Increase Cell Phone budget	0320	36180	11600	54302	000000	\$ 1,020	\$ 720	\$ 300	increase cell phone cost to represent payment
City Council	13 Increase parking allowance	0320	36100	11600	51615	000000	\$ 6,720	\$ -	\$ 6,720	including parking allowance
									\$ (178,006)	
Office of Civil Rights	1 Funding Operational Expenses	0480	30210	99999	59951	000000	\$ 75,000	\$ -	\$ 75,000	Fund operational expense
									\$ 75,000	
Mayor's Office	1 Remove reclassification of current position	0520	36200	13100	5XXXX	000000	\$ 274,124	\$ 216,677	\$ (57,447)	Position #844002
									\$ (57,447)	
Neighborhood Services Division	1 Increase leadership academy fund	0550	53703	57200	54201	000000	\$ 44,500	\$ 33,500	\$ 11,000	fund Leadership Academy, refreshing Neighborhood Council system process
Neighborhood Services Division	2 Add funding for neighborhood grant	0550	53703	57200	05420	000000	\$ 54,500	\$ 44,500	\$ 10,000	fund neighborhood grants
									\$ 21,000	
SPD	1 Salary Contra	0680	11150	21250	51991	000000	\$ 2,338,776	\$ 1,900,776	\$ (438,000)	Contra to reflect vacancy projections
SPD	2 Benefit Contra	0680	11150	21250	52991	000000	\$ 859,830	\$ 697,830	\$ (162,000)	Contra to reflect vacancy projections
SPD	3 Reduce Marijuana Sales Tax Revenue	0680	11230	21250	33642	000000	\$ 500,000	\$ 620,000	\$ 120,000	Increase in sales tax projections through 12/1/21
									\$ (480,000)	
General Fund Net Change						\$ (2,819,453)				
Mayor's proposed budget						\$ (2,626,340)				
						\$ (193,113)	net positive variance			
Traffic Calming	1 Add 9 traffic positions	1380		5XXXX	000000	\$ 850,500	\$ -	\$ 850,500	\$ 850,500	Adding police/traffic positions
Traffic Calming	2 transfer Neighborhood connectivity manag	1380		5XXXX	000000	\$ 98,824	\$ -	\$ 98,824	\$ 98,824	transferring position from CC
Traffic Calming	3 Budget adjustment decrease	1380	24100	95300	59951	000000	\$ 1,500,000	\$ 3,000,000	\$ (1,500,000)	reduce reserve based on decreased construction costs
Traffic Calming Fund Net Change						\$ (550,676)				
Housing Sales Tax	1 Delete Contractual Services	1595	53121	99999	54201	000000	\$ 6,810,000	\$ -	\$ (6,810,000)	Proposed budget included uses of 1590 funds inconsistent with Council policy direction
Housing Sales Tax Fund Net Change						\$ (6,810,000)				

Public Safety Personnel Fund	1a	PSU Expansion (FTEs)	1625	13120	12500	5XXXX	000000	\$	237,836	\$	-	\$	(237,836)	4x CJS Counselor I's SPN 954
Public Safety Personnel Fund	1b	PSU Expansion (promotion)	1625	13120	12500	59951	000000	\$	11,352	\$	-	\$	(11,352)	Senior CJS Counselor SPN 955 - 50% at \$3.90/hour - ?
Public Safety Personnel Fund	1c	PSU Expansion (expenses)	1625	13120	12500	53104	000000	\$	7,500	\$	-	\$	(7,500)	Additional Software Licenses
Public Safety Personnel Fund	1c	PSU Expansion (expenses)	1625	13120	12500	53505	000000	\$	2,725	\$	-	\$	(2,725)	Chair
Public Safety Personnel Fund	1c	PSU Expansion (expenses)	1625	13120	12500	54902	000000	\$	2,800	\$	-	\$	(2,800)	CJS Academy
Public Safety Personnel Fund	1c	PSU Expansion (expenses)	1625	13120	12500	54201	000000	\$	150,000	\$	-	\$	(150,000)	Contract Navigation Services
Public Safety Personnel Fund	1c	PSU Expansion (expenses)	1625	13120	12500	53505	000000	\$	8,175	\$	-	\$	(8,175)	Desk
Public Safety Personnel Fund	1c	PSU Expansion (expenses)	1625	13120	12500	53521	000000	\$	981	\$	-	\$	(981)	Docking Station
Public Safety Personnel Fund	1c	PSU Expansion (expenses)	1625	13120	12500	53521	000000	\$	245	\$	-	\$	(245)	Docking Station - Admin
Public Safety Personnel Fund	1c	PSU Expansion (expenses)	1625	13120	12500	53505	000000	\$	2,180	\$	-	\$	(2,180)	File Cabinets
Public Safety Personnel Fund	1c	PSU Expansion (expenses)	1625	13120	12500	53505	000000	\$	545	\$	-	\$	(545)	File Cabinets/Credenza
Public Safety Personnel Fund	1c	PSU Expansion (expenses)	1625	13120	12500	54101	000000	\$	42,000	\$	-	\$	(42,000)	ITSD Support
Public Safety Personnel Fund	1c	PSU Expansion (expenses)	1625	13120	12500	53521	000000	\$	10,900	\$	-	\$	(10,900)	Laptop Computers
Public Safety Personnel Fund	1c	PSU Expansion (expenses)	1625	13120	12500	53521	000000	\$	2,725	\$	-	\$	(2,725)	Laptop Computers - Admin
Public Safety Personnel Fund	1c	PSU Expansion (expenses)	1625	13120	12500	53521	000000	\$	2,453	\$	-	\$	(2,453)	Monitor
Public Safety Personnel Fund	1c	PSU Expansion (expenses)	1625	13120	12500	54101	000000	\$	4,000	\$	-	\$	(4,000)	Motivational Interviewing
Public Safety Personnel Fund	1c	PSU Expansion (expenses)	1625	13120	12500	53101	000000	\$	1,831	\$	-	\$	(1,831)	Office Supplies
Public Safety Personnel Fund	1c	PSU Expansion (expenses)	1625	13120	12500	53502	000000	\$	1,090	\$	-	\$	(1,090)	Printer
Public Safety Personnel Fund	1c	PSU Expansion (expenses)	1625	13120	12500	54902	000000	\$	3,000	\$	-	\$	(3,000)	RNR Assessment Training
Public Safety Personnel Fund	1c	PSU Expansion (expenses)	1625	13120	12500	53502	000000	\$	1,226	\$	-	\$	(1,226)	Telephone
Public Safety Personnel Fund	1c	PSU Expansion (expenses)	1625	13120	12500	54404	000000	\$	16,000	\$	-	\$	(16,000)	Training
Public Safety Personnel Fund	2a	Domestic Violence Intervention Treatment	1625	13130	12500	5XXXX	000000	\$	71,025	\$	-	\$	(71,025)	2x CJS Counselor I SPN 954 (New)
Public Safety Personnel Fund	2b	Domestic Violence Intervention Treatment	1625	13130	12500	51XXX	000000	\$	28,287	\$	-	\$	(28,287)	CJS Specialist SPN 028 (New)
Public Safety Personnel Fund	2c	Domestic Violence Intervention Treatment	1625	13130	12500	53505	000000	\$	1,635	\$	-	\$	(1,635)	Chair
Public Safety Personnel Fund	2c	Domestic Violence Intervention Treatment	1625	13130	12500	54902	000000	\$	1,400	\$	-	\$	(1,400)	CJS Academy
Public Safety Personnel Fund	2c	Domestic Violence Intervention Treatment	1625	13130	12500	53505	000000	\$	4,905	\$	-	\$	(4,905)	Desk
Public Safety Personnel Fund	2c	Domestic Violence Intervention Treatment	1625	13130	12500	53521	000000	\$	736	\$	-	\$	(736)	Docking Station
Public Safety Personnel Fund	2c	Domestic Violence Intervention Treatment	1625	13130	12500	53505	000000	\$	1,635	\$	-	\$	(1,635)	File Cabinets
Public Safety Personnel Fund	2c	Domestic Violence Intervention Treatment	1625	13130	12500	53521	000000	\$	8,175	\$	-	\$	(8,175)	Laptop Computers
Public Safety Personnel Fund	2c	Domestic Violence Intervention Treatment	1625	13130	12500	53521	000000	\$	736	\$	-	\$	(736)	Monitor
Public Safety Personnel Fund	2c	Domestic Violence Intervention Treatment	1625	13130	12500	54101	000000	\$	3,000	\$	-	\$	(3,000)	Motivational Interviewing
Public Safety Personnel Fund	2c	Domestic Violence Intervention Treatment	1625	13130	12500	54902	000000	\$	1,350	\$	-	\$	(1,350)	RNR Assessment Training
Public Safety Personnel Fund	2c	Domestic Violence Intervention Treatment	1625	13130	12500	53502	000000	\$	736	\$	-	\$	(736)	Telephone
Public Safety Personnel Fund	2c	Domestic Violence Intervention Treatment	1625	13130	12500	54404	000000	\$	9,000	\$	-	\$	(9,000)	Training
Public Safety Personnel Fund	3a	Electronic Monitoring Expansion (FTEs)	1625	13140	12500	5XXXX	000000	\$	286,136	\$	-	\$	(286,136)	4x CJS Counselor I's SPN 954
Public Safety Personnel Fund	3b	Electronic Monitoring Expansion (promotic)	1625	13140	12500	59951	000000	\$	11,352	\$	-	\$	(11,352)	Senior CJS Counselor SPN 955 - 50% at \$3.90/hour - ?
Public Safety Personnel Fund		Electronic Monitoring Expansion (expenses)	1625	13140	12500	53104	000000	\$	7,500	\$	-	\$	(7,500)	Additional Software Licenses
Public Safety Personnel Fund		Electronic Monitoring Expansion (expenses)	1625	13140	12500	53505	000000	\$	2,725	\$	-	\$	(2,725)	Chair
Public Safety Personnel Fund		Electronic Monitoring Expansion (expenses)	1625	13140	12500	54902	000000	\$	2,800	\$	-	\$	(2,800)	CJS Academy
Public Safety Personnel Fund		Electronic Monitoring Expansion (expenses)	1625	13140	12500	53505	000000	\$	8,175	\$	-	\$	(8,175)	Desk
Public Safety Personnel Fund		Electronic Monitoring Expansion (expenses)	1625	13140	12500	53521	000000	\$	1,226	\$	-	\$	(1,226)	Docking Station
Public Safety Personnel Fund		Electronic Monitoring Expansion (expenses)	1625	13140	12500	53505	000000	\$	2,180	\$	-	\$	(2,180)	File Cabinets
Public Safety Personnel Fund		Electronic Monitoring Expansion (expenses)	1625	13140	12500	53505	000000	\$	545	\$	-	\$	(545)	File Cabinets/Credenza
Public Safety Personnel Fund		Electronic Monitoring Expansion (expenses)	1625	13140	12500	54101	000000	\$	42,000	\$	-	\$	(42,000)	ITSD Support
Public Safety Personnel Fund		Electronic Monitoring Expansion (expenses)	1625	13140	12500	53521	000000	\$	13,625	\$	-	\$	(13,625)	Laptop Computers
Public Safety Personnel Fund		Electronic Monitoring Expansion (expenses)	1625	13140	12500	53521	000000	\$	2,453	\$	-	\$	(2,453)	Monitor
Public Safety Personnel Fund		Electronic Monitoring Expansion (expenses)	1625	13140	12500	54101	000000	\$	42,000	\$	-	\$	(42,000)	Monroe Court
Public Safety Personnel Fund		Electronic Monitoring Expansion (expenses)	1625	13140	12500	54101	000000	\$	4,000	\$	-	\$	(4,000)	Motivational Interviewing
Public Safety Personnel Fund		Electronic Monitoring Expansion (expenses)	1625	13140	12500	54101	000000	\$	2,500	\$	-	\$	(2,500)	Moving
Public Safety Personnel Fund		Electronic Monitoring Expansion (expenses)	1625	13140	12500	54101	000000	\$	500	\$	-	\$	(500)	Network
Public Safety Personnel Fund		Electronic Monitoring Expansion (expenses)	1625	13140	12500	53502	000000	\$	1,090	\$	-	\$	(1,090)	Printer
Public Safety Personnel Fund		Electronic Monitoring Expansion (expenses)	1625	13140	12500	53101	000000	\$	2,616	\$	-	\$	(2,616)	Supplies
Public Safety Personnel Fund		Electronic Monitoring Expansion (expenses)	1625	13140	12500	53502	000000	\$	1,226	\$	-	\$	(1,226)	Telephone
Public Safety Personnel Fund		Electronic Monitoring Expansion (expenses)	1625	13140	12500	54404	000000	\$	16,000	\$	-	\$	(16,000)	Training
Public Safety Personnel Fund Net Change									\$	(1,092,832)				
Affordable and Supportive Housing	1	Reduce Contractual Services	1725	53121	99999	54201	000000	\$	1,236,000	\$	-	\$	(1,236,000)	Proposed budget is unclear what 1406 dollars will be used for
Affordable & Supportive Housing Net Change									\$	(1,236,000)				

American Rescue Plan Fund	1	Remove reserve for budget adjustment	1425	98868	99999	59951	000000	\$	-	\$	11,474,655	\$	(11,474,655)	Allocation will be done through ARPA process
American Rescue Plan Fund	2	Transfer to the GF	1425	88155	97101	80101	097323	\$	2,000,000	\$	-	\$	2,000,000	Transfer to GF operations
American Rescue Plan Fund Net Change									\$	(9,474,655)				
Real estate excise tax	1	remove budget adjustment	1610	48400	95300	59951	000000	\$	-	\$	6,000,000	\$	(6,000,000)	budget adjustment unnecessary
REET II Net Change									\$	(6,000,000)				
Criminal Justice Assistance Fund	1	Reduce Jail Operations Budget	1910	18300	23600	54261	000000	\$	5,500,000	\$	6,000,000	\$	(500,000)	budget to projected jail costs
Criminal Justice Assistance Fund	2	Increase Contractual Services	1910	18100	23100	54201	000000	\$	4,500,000	\$	-	\$	4,500,000	budget for homelessness services
Criminal Justice Fund Net Change									\$	4,000,000				
Workers' Compensation Fund	1	Remove vacant position	5810	78500	17660	5XXXX	000000	\$	-	\$	103,443	\$	(103,443)	various salary and benefit line items
Workers' Compensation Fund Net Change									\$	(103,443)				

ORDINANCE NO C36345

An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage.

WHEREAS, the City of Spokane is a first-class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075 to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2022; and

WHEREAS, all appropriations in the final budget must be limited to the total estimated revenues therein including the amount to be raised by all municipal revenue sources and the unencumbered fund balances estimated to be available at the close of the current fiscal year; and

WHEREAS, pursuant to RCW 35.33.121 the expenditures as classified and itemized by fund in the final budget adopted by the City Council shall constitute the City of Spokane's appropriations for the fiscal year commencing after midnight, December 31, 2022, subject to later adjustments as provided therein;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1.

A. That the revenues to be generated by the revenue sources set forth in the final budget are required for the continuation of the existing essential municipal programs and services of the City of Spokane.

B. That without said essential municipal programs and services, the public health, safety and welfare of the citizens of the City of Spokane would be seriously impaired.

C. That the following Annual Budget of the City of Spokane for 2023 reflects a continuation of said essential municipal services and programs provided by the City of Spokane for the public health, safety and welfare of the citizens of the City of Spokane as required by the constitution and laws of the State of Washington, the City Charter, ordinances, other legislative enactments and lawful obligations of the City of Spokane.

Section 2. That the Annual Budget of the City of Spokane for the fiscal year ending December 31, 2023, as set forth in the document attached hereto and entitled, "2023 Adopted Budget, City of Spokane, Washington," hereinafter referred to as the 2023 Annual Budget, be and the same is, hereby fixed, determined, and adopted at the fund level; and that the amounts set forth in said budget are hereby appropriated for the use of the several funds as specified.

Section 3. Estimated resources for each separate fund of the City of Spokane, and aggregate expenditures for all such funds for the year 2023 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2023 as set forth in the 2023 Annual Budget.

FUNDS	Total Estimated Revenues	Appropriated Beginning Fund Balances	Est. Revenues & Approp. Fund Balance	Total Appropriations
General Fund	\$228,882,286	\$0	\$228,882,286	\$228,689,173
Special Revenue Funds				
Street Maintenance	26,693,756	8,470,995	35,164,751	34,814,538
Code Enforcement	3,484,818	794,380	4,279,198	3,485,240
Library	12,367,348	5,360,210	17,727,558	12,487,480
Historic Preservation Incentive	8,650	7,718	16,368	10,000
Pension Contributions (LEOFF)	9,797,405	-	9,797,405	9,797,405
Miscellaneous Grants	16,000	-	16,000	16,000
Domestic Violence Prevention	500	5,700	6,200	500
Traffic Calming Measures	7,331,094	6,930,438	14,261,532	11,016,184
Urban Forestry Fund	20,000	37,926	57,926	20,000
Parks and Recreation	24,309,223	4,393,114	28,702,337	24,563,642
American Rescue Plan		11,474,655	11,474,655	2,000,000
Fire Miscellaneous Grants	140,695	-	140,695	140,695
Parking Meter Revenue Fund	6,365,900	(425,000)	5,940,900	5,938,912
Paths and Trails Reserve	135,500	425,997	561,497	561,497
Human Services Grants Fund	12,938,531	1,500,000	14,438,531	14,438,531
Continuum of Care	7,640,796	-	7,640,796	7,640,796
Forfeitures & Contributions (SPD)	395,868	710,611	1,106,479	631,591
Hotel/Motel Tax	4,518,803	635,000	5,153,803	4,534,452
Housing Sales Tax	6,000,000	3,000,000	9,000,000	190,000
REET 2nd Quarter Percent	6,000,000	15,413,590	21,413,590	14,517,770
REET 1st Quarter Percent	6,000,000	7,380,563	13,380,563	13,380,563
Public Safety & Judicial Grants	1,695,469	131,666	1,827,135	1,087,449
Public Safety Personnel Fund	6,710,280	6,064,327	12,774,607	8,856,810
Combined Communications Center (SFD Dispatch)	-	-	-	
Communications Building M&O	286,692	452,725	739,417	319,860
Community Development Fund	15,000	30,000	45,000	45,000
CD/HS Operations	-	-	-	-
Community Development Block Grants	10,230,000	-	10,230,000	10,230,000
CDBG Revolving Loan Fund	2,000,000	500,000	2,500,000	2,500,000
Misc. Community Development Grants	19,000	192,907	211,907	211,907
Home Program	5,400,000	-	5,400,000	5,400,000

Home Revolving Loan Fund	385,000	700,000	1,085,000	1,085,000
Housing Assistance Program	2,500	175,000	177,500	177,500
Affordable & Supportive Housing Fund	400,000	850,000	1,250,000	14,000
Emergency Rental Assistance Grant	150,000	-	150,000	150,000
Housing Trust Grant Fund	1,600	210,000	211,600	211,600
Rental Rehabilitation Fund	51,150	360,000	411,150	411,150
Trial Court Improvement Fund	64,608	730	65,338	64,608
Criminal Justice Assistance (Detention)	7,078,000	5,026,300	12,104,300	12,104,300
Financial Partnership Fund	189,815	-	189,815	189,815
Channel Five Equipment Reserve	230,430	326,000	556,430	230,430
Park Cumulative Reserve	1,363,000	3,376,845	4,739,845	3,742,596
Fire/EMS	68,996,643	-	68,996,643	68,996,643
Defined Contribution Administration	75,000	-	75,000	68,800
VOYA Defined Contribution Administration	46,000	-	46,000	45,913
Transportation Benefit Fund	3,277,827	3,073,192	6,351,019	5,019,083
Debt Service Funds				
GO Bond Redemption	17,160,562	7,314,608	24,475,170	17,160,562
Special Assessment Debt	530,000	172,850	702,850	183,982
Special Assessment Guaranty	2,500	589,981	592,481	8,000
Iron Bridge TIF Debt Service	101,361	109,219	210,580	101,361
University District LRF Debt Service	275,000	759,899	1,034,899	224,225
Capital Projects Funds				
General Capital Improvements	-	123,044	123,044	40,000
Arterial Street	47,607,295	6,155,522	53,762,817	42,305,986
Capital Improvements 2015 Park	-	763,361	763,361	760,000
Capital Improvements 2018 Library	-	6,347,790	6,347,790	6,347,790
Capital Improvements 1995	-	40,778	40,778	40,778
Kendall Yards TIF	400,000	-	400,000	400,000
West Quadrant TIF	465,000	1,488,935	1,953,935	1,953,935
University District LRF	195,000	-	195,000	195,000
Enterprise Funds				
Water	53,217,064	35,588,465	88,805,529	76,918,665
Water/Wastewater Debt Service	13,548,028	-	13,548,028	13,548,028
Integrated Capital Management	93,821,036	10,000,000	103,821,036	103,819,867
Sewer	67,706,278	25,909,622	93,615,900	81,883,239
Solid Waste Fund	89,152,629	24,993,483	114,146,112	98,483,192
Golf	4,924,818	2,173,785	7,098,603	5,324,191
Development Services Center	9,407,000	7,254,935	16,661,935	9,454,806
Internal Service Funds				
Fleet Services	17,403,857	138,495	17,542,352	17,501,654

Fleet Services Equipment Replacement	2,802,447	14,853,329	17,655,776	2,627,000
Public Works and Utilities	6,289,180	-	6,289,180	6,042,955
Information Technology (IT)	14,269,832	3,068,347	17,338,179	14,269,895
IT Capital Replacement	1,411,397	905,266	2,316,663	1,396,354
Reprographics	762,584	139,789	902,373	725,871
Purchasing & Stores	1,323,645	-	1,323,645	1,316,495
Accounting Services	5,781,275	-	5,781,275	5,770,451
My Spokane	1,921,854	-	1,921,854	1,909,411
Office of Performance Management	1,644,489	85,976	1,730,465	1,644,487
Risk Management	7,165,000	252,103	7,417,103	7,242,641
Workers' Compensation	6,829,500	4,254,829	11,084,329	6,753,206
Unemployment Compensation	304,000	738,020	1,042,020	588,476
Employee Benefits	46,270,354	17,308,220	63,578,574	47,864,022
Facilities Management - Operations	5,357,185	2,398,203	7,755,388	6,838,673
Facilities Management - Capital	11,122,121	282,639	11,404,760	11,272,121
Police Capital	1,398,636	-	1,398,636	1,398,636
Fire Capital	1,398,636	-	1,398,636	1,398,636
Capital Facilities	5,038,881	500,000	5,538,881	5,538,881
Trust and Agency Funds				
Finch Memorial Arboretum	8,000	-	8,000	8,000
Employees' Retirement (SERS)	28,302,000	12,201,225	40,503,225	40,444,056
Firefighters' Pension Fund	4,998,349	248,057	5,246,406	5,242,195
Police Pension Fund	60,000	-	60,000	60,000
BUILDING CODE RECORDS MGMT	1,500,100	-	1,500,100	1,500,100
MUNICIPAL COURT	3,579,556	-	3,579,556	3,579,037
TOTAL FUNDS	\$1,047,171,636	\$274,746,364	\$1,321,918,000	\$1,162,124,295

Section 4. That the foregoing appropriations are to be paid from the respective funds as specifically indicated in the 2023 Annual Budget and the salaries and wages therein set forth in detail as prescribed by RCW 35.33.051 shall be paid on a biweekly basis, payable every other Friday of such fiscal year.

Section 5. That because this ordinance adopts the Annual Budget, as provided by Section 19 of the City Charter, it shall take effect immediately upon its passage.

Passed the City Council _____.

Council President

Mayor

Attest: _____
City Clerk

Approved as to form:

City Attorney

ORDINANCE NO C36345

An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage.

WHEREAS, the City of Spokane is a first-class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075 to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2022; and

WHEREAS, all appropriations in the final budget must be limited to the total estimated revenues therein including the amount to be raised by all municipal revenue sources and the unencumbered fund balances estimated to be available at the close of the current fiscal year; and

WHEREAS, pursuant to RCW 35.33.121 the expenditures as classified and itemized by fund in the final budget adopted by the City Council shall constitute the City of Spokane's appropriations for the fiscal year commencing after midnight, December 31, 2022, subject to later adjustments as provided therein;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1.

A. That the revenues to be generated by the revenue sources set forth in the final budget are required for the continuation of the existing essential municipal programs and services of the City of Spokane.

B. That without said essential municipal programs and services, the public health, safety and welfare of the citizens of the City of Spokane would be seriously impaired.

C. That the following Annual Budget of the City of Spokane for 2023 reflects a continuation of said essential municipal services and programs provided by the City of Spokane for the public health, safety and welfare of the citizens of the City of Spokane as required by the constitution and laws of the State of Washington, the City Charter, ordinances, other legislative enactments and lawful obligations of the City of Spokane.

Section 2. That the Annual Budget of the City of Spokane for the fiscal year ending December 31, 2023, as set forth in the document attached hereto and entitled, "2023 Adopted Budget, City of Spokane, Washington," hereinafter referred to as the 2023 Annual Budget, be and the same is, hereby fixed, determined, and adopted at the fund level; and that the amounts set forth in said budget are hereby appropriated for the use of the several funds as specified.

Section 3. Estimated resources for each separate fund of the City of Spokane, and aggregate expenditures for all such funds for the year 2023 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2023 as set forth in the 2023 Annual Budget.

FUNDS	Total Estimated Revenues	Appropriated Beginning Fund Balances	Est. Revenues & Approp. Fund Balance	Total Appropriations
General Fund	\$226,802,286	\$2,626,340	\$229,428,626	\$229,428,626
Special Revenue Funds				
Street Maintenance	26,693,756	8,470,995	35,164,751	34,814,538
Code Enforcement	3,484,818	794,380	4,279,198	3,485,240
Library	12,367,348	5,360,210	17,727,558	12,487,480
Historic Preservation Incentive	8,650	7,718	16,368	10,000
Pension Contributions (LEOFF)	9,797,405	-	9,797,405	9,797,405
Miscellaneous Grants	16,000	-	16,000	16,000
Domestic Violence Prevention	500	5,700	6,200	500
Traffic Calming Measures	7,331,094	6,930,438	14,261,532	11,566,860
Urban Forestry Fund	20,000	37,926	57,926	20,000
Parks and Recreation	24,309,223	4,393,114	28,702,337	24,563,642
American Rescue Plan		11,474,655	11,474,655	11,474,655
Fire Miscellaneous Grants	140,695	-	140,695	140,695
Parking Meter Revenue Fund	6,365,900	(425,000)	5,940,900	5,938,912
Paths and Trails Reserve	135,500	425,997	561,497	561,497
Human Services Grants Fund	12,938,531	1,500,000	14,438,531	14,438,531
Continuum of Care	7,640,796	-	7,640,796	7,640,796
Forfeitures & Contributions (SPD)	395,868	710,611	1,106,479	631,591
Hotel/Motel Tax	4,518,803	635,000	5,153,803	4,534,452
Housing Sales Tax	6,000,000	3,000,000	9,000,000	7,000,000
REET 2nd Quarter Percent	6,000,000	15,413,590	21,413,590	20,517,770
REET 1st Quarter Percent	6,000,000	7,380,563	13,380,563	13,380,563
Public Safety & Judicial Grants	1,695,469	131,666	1,827,135	1,087,449
Public Safety Personnel Fund	6,710,280	6,064,327	12,774,607	7,763,978
Combined Communications Center (SFD Dispatch)	-	-	-	-
Communications Building M&O	286,692	452,725	739,417	319,860
Community Development Fund	15,000	30,000	45,000	45,000
CD/HS Operations	-	-	-	-
Community Development Block Grants	10,230,000	-	10,230,000	10,230,000
CDBG Revolving Loan Fund	2,000,000	500,000	2,500,000	2,500,000
Misc. Community Development Grants	19,000	192,907	211,907	211,907
Home Program	5,400,000	-	5,400,000	5,400,000
Home Revolving Loan Fund	385,000	700,000	1,085,000	1,085,000
Housing Assistance Program	2,500	175,000	177,500	177,500
Affordable & Supportive Housing Fund	400,000	850,000	1,250,000	1,250,000

Emergency Rental Assistance Grant	150,000	-	150,000	150,000
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Housing Trust Grant Fund	1,600	210,000	211,600	211,600
Rental Rehabilitation Fund	51,150	360,000	411,150	411,150
Trial Court Improvement Fund	64,608	730	65,338	64,608
Criminal Justice Assistance (Detention)	7,078,000	4,869,621	11,947,621	8,104,300
Financial Partnership Fund	189,815	-	189,815	189,815
Channel Five Equipment Reserve	230,430	326,000	556,430	230,430
Park Cumulative Reserve	1,363,000	3,376,845	4,739,845	3,742,596
Fire/EMS	68,996,643	-	68,996,643	68,996,643
Defined Contribution Administration	75,000	-	75,000	68,800
VOYA Defined Contribution Administration	46,000	-	46,000	45,913
Transportation Benefit Fund	3,277,827	3,073,192	6,351,019	5,019,083
Debt Service Funds				
GO Bond Redemption	17,160,562	7,314,608	24,475,170	17,160,562
Special Assessment Debt	530,000	172,850	702,850	183,982
Special Assessment Guaranty	2,500	589,981	592,481	8,000
Iron Bridge TIF Debt Service	101,361	109,219	210,580	101,361
University District LRF Debt Service	275,000	759,899	1,034,899	224,225
Capital Projects Funds				
General Capital Improvements	-	123,044	123,044	40,000
Arterial Street	47,607,295	6,155,522	53,762,817	42,305,986
Capital Improvements 2015 Park	-	763,361	763,361	760,000
Capital Improvements 2018 Library	-	6,347,790	6,347,790	6,347,790
Capital Improvements 1995	-	40,778	40,778	40,778
Kendall Yards TIF	400,000	-	400,000	400,000
West Quadrant TIF	465,000	1,488,935	1,953,935	1,953,935
University District LRF	195,000	-	195,000	195,000
Enterprise Funds				
Water	53,217,064	35,588,465	88,805,529	76,918,665
Water/Wastewater Debt Service	13,548,028	-	13,548,028	13,548,028
Integrated Capital Management	93,821,036	10,000,000	103,821,036	103,819,867
Sewer	67,706,278	25,909,622	93,615,900	81,883,239
Solid Waste Fund	89,152,629	24,993,483	114,146,112	98,483,192
Golf	4,924,818	2,173,785	7,098,603	5,324,191
Development Services Center	9,407,000	7,254,935	16,661,935	9,454,806
Internal Service Funds				
Fleet Services	17,403,857	138,495	17,542,352	17,501,654
Fleet Services Equipment Replacement	2,802,447	14,853,329	17,655,776	2,627,000
Public Works and Utilities	6,289,180	-	6,289,180	6,042,955

Information Technology (IT)	14,269,832	3,068,347	17,338,179	14,269,895
IT Capital Replacement	1,411,397	905,266	2,316,663	1,396,354

Reprographics	762,584	139,789	902,373	725,871
Purchasing & Stores	1,323,645	-	1,323,645	1,316,495
Accounting Services	5,781,275	-	5,781,275	5,770,451
My Spokane	1,921,854	-	1,921,854	1,909,411
Office of Performance Management	1,644,489	85,976	1,730,465	1,644,487
Risk Management	7,165,000	252,103	7,417,103	7,242,641
Workers' Compensation	6,829,500	4,254,829	11,084,329	6,856,649
Unemployment Compensation	304,000	738,020	1,042,020	588,476
Employee Benefits	46,270,354	17,308,220	63,578,574	47,864,022
Facilities Management - Operations	5,357,185	2,398,203	7,755,388	6,838,673
Facilities Management - Capital	11,122,121	282,639	11,404,760	11,272,121
Police Capital	1,398,636	-	1,398,636	1,398,636
Fire Capital	1,398,636	-	1,398,636	1,398,636
Capital Facilities	5,038,881	500,000	5,538,881	5,538,881
Trust and Agency Funds				
Finch Memorial Arboretum	8,000	-	8,000	8,000
Employees' Retirement (SERS)	28,302,000	12,201,225	40,503,225	40,444,056
Firefighters' Pension	4,998,349	248,057	5,246,406	5,242,195
Building Code Records Mgmt	60,000	-	60,000	60,000
Municipal Court	1,500,100	-	1,500,100	1,500,100
Police Pension	3,579,556	-	3,579,556	3,579,037
TOTAL FUNDS	\$1,045,091,636	\$277,216,025	\$1,322,307,662	\$1,181,945,690

Section 4. That the foregoing appropriations are to be paid from the respective funds as specifically indicated in the 2023 Annual Budget and the salaries and wages therein set forth in detail as prescribed by RCW 35.33.051 shall be paid on a biweekly basis, payable every other Friday of such fiscal year.

Section 5. That because this ordinance adopts the Annual Budget, as provided by Section 19 of the City Charter, it shall take effect immediately upon its passage.

Passed the City Council _____.

Council President

Mayor

Attest: _____
City Clerk

Approved as to form:

City Attorney



Agenda Sheet for City Council Meeting of:
12/05/2022

Date Rec'd	11/30/2022
Clerk's File #	ORD C36346
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CM CATHCART X6257
Contact E-Mail	MCATHCART@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - UNALLOCATED RESERVE BALANCE ORDINANCE

Agenda Wording

Establishing requirements for unallocated reserve balances within the General Fund; enacting a new section within article 07.08.010 G of the Spokane Municipal Code.

Summary (Background)

This ordinance recognizes the need for the City to maintain a healthy reserve fund balance to have adequate cash availability and to maintain exemplary financial ratings.

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

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

Approvals		Council Notifications	
Dept Head	ALLERS, HANNAHLEE	Study Session\Other	12/5 Public Safety
Division Director		Council Sponsor	CM Cathcart, CM Wilkerson
Finance		Distribution List	
Legal		mcathcart@spokanecity.org	
For the Mayor		sblackwell@spokanecity.org	
Additional Approvals		sblackwell@spokanecity.org	
Purchasing			

ORDINANCE NO. C-36346

An ordinance establishing requirements for unallocated reserve balances within the General Fund; enacting a new section within article 07.08.010 G of the Spokane Municipal Code.

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 long-term 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 long-term 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. Any 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.
- G. The City recognizes the need to maintain a healthy reserve fund balance to have adequate cash availability and to maintain exemplary financial ratings.
1. The city shall maintain a minimum General Fund Reserve balance of 25% of ongoing expenses in the General Fund. The General Fund minimum balance shall be defined as the dollar amount of unencumbered general fund balance.
 2. This fund threshold shall include the aforementioned revenue stabilization, contingency, and strategic reserve funds and subsequent mentioned tactical reserve balance.
 3. There is established within the general fund reserve balance a tactical unassigned reserve balance which shall consist of all general fund reserve balances that exceed the aforementioned contingency reserve, revenue stabilization, and strategic reserve balances to be utilized for tactical unexpected expenditures.
- H. During year-end financial closing for the City, if the City falls below the minimum threshold identified in 07.08.010 (G), the City must replenish the reserve fund

balance by no less than 2% the following fiscal year and will continue each fiscal year to return the fund balance back to the aforementioned 25% reserve.

1. 2% minimum replenishment shall be explicitly identified in the annual budget.
2. The replenishment of funds to the 25% target, must occur within five years, or less.
3. The replenishment fund schedule in 07.08.010 (H) (1) can be paused (and extended) during times where the City has seen a decrease in general fund sales tax revenue from prior year(s).

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

[Public Safety and Community Health]

Submitting Department	City Council
Contact Name & Phone	Shae Blackwell x6224
Contact Email	sblackwell@spokanecity.org
Council Sponsor(s)	CM Cathcart, CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Unallocated Reserve Balance Ordinance
Summary (Background)	Establishes requirements for unallocated reserve balances within the General Fund. This Ordinance recognizes the need for the City to maintain a healthy reserve fund balance to have adequate cash availability and to maintain exemplary financial ratings.
Proposed Council Action & Date:	PSCHC – 12/5 First Reading 12/5 Council Action 12/12
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

While this Ordinance has no direct impact on historically excluded communities, the City's future financial position at any given time has everything to do with the creation and successful implementation of policies and programs that do positively affect the citizens of Spokane – including underserved and historically excluded community groups.

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

This ordinance will not generate data relating to effects on any of the protected classes above.

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

Maintaining a healthy reserve fund balance will result in the City having adequate cash availability and continued exemplary financial ratings. This information will be analyzed routinely.

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

This proposal is another facet in ensuring good stewardship of taxpayer funds.



Agenda Sheet for City Council Meeting of:
11/28/2022

Date Rec'd	11/16/2022
Clerk's File #	ORD C36330
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BREEAN BEGGS X6254
Contact E-Mail	BBEGGS@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - LANDLORD/TENANT ORDINANCE

Agenda Wording
An ordinance establishing a local program for assisting landlords and tenants in Spokane; enacting a new chapter 10.57 and new sections 07.08.145 and 07.08.150; and amending sections 07.08.139 and 08.01.160 of the Spokane Municipal Code.

Summary (Background)
A Landlord and Tenant workgroup has been engaged in discussions with Council Members for several years and this proposed ordinance is a reflection of some of the key issues and needs identified by stakeholders: • Universal background and credit checks • Proactive code enforcement • Requiring business licenses for Landlords • Residential rental property damage mitigation fund • Legal services and relocation fund • Anti-retaliation protections

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

Approvals		Council Notifications	
Dept Head	ALLERS, HANNAHLEE	Study Session\Other	11/14 Urban Experience
Division Director		Council Sponsor	CP Beggs; CM Stratton
Finance		Distribution List	
Legal		nocheltree@spokanecity.org	
For the Mayor		bbeggs@spokanecity.org	
Additional Approvals		kstratton@spokanecity.org	
Purchasing		kthomas@spokanecity.org	

ORDINANCE NO. C-36330

An ordinance establishing a local program for assisting landlords and tenants in Spokane; enacting a new chapter 10.57 and new sections 07.08.145 and 07.08.150; and amending sections 07.08.139, 08.01.160 08.01.195 and 08.02.0206 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new chapter 10.57 of the Spokane Municipal Code to read as follows:

Chapter 10.57 Regulation of Residential Rental Housing

Section 10.57.010 Purpose and Intent

- A. The City of Spokane, as a municipal government, has a duty to protect public safety to foster safe, livable, and affordable housing for everyone.
- B. In an effort to discharge that responsibility, the Spokane City Council has determined that it is necessary to implement common-sense, baseline standards for the rental of residential real property in Spokane, and to streamline and make more affordable the process of obtaining rental housing by establishing universal background checks, tenant relocation, and landlord mitigation programs.

Section 10.57.020 Business licensing and registration

- A. All activity of renting or leasing residential real property requires a City of Spokane business license, as described in SMC 08.01.070 and SMC 08.01.195(B)(1).
- B. The annual fee for registering the activity of renting residential real property shall be, in addition to the standard annual fee described in SMC 08.02.0206(A), \$10 per residential rental unit per license year for each residential rental unit owned by the same legal entity in excess of four residential rental units. Except that nonprofit organization owners of residential rental units shall not owe this additional fee per unit per year.
- C. By way of applying for or renewing a City of Spokane business license, owners of residential rental housing units are required to register every rental unit and its street address located in City of Spokane annually and certify that each property meets the requirements of RCW 59.18.060, except for situations in which the property owner lives in the same building in which the property owner also rents no more than two units within the same building. Owners of a home who rent out an unattached accessory dwelling unit on their property must register that rental unit, even if the owner resides in the main house on that same property.

- D. Effective January 1, 2024, property owners who obtain a first business license in the City of Spokane to register a business for the rental of residential real property shall be required to complete a City of Spokane approved mandatory online training module created or sponsored by the Spokane Landlord's Association or its equivalent designated by the City of Spokane of no more than one hour within ninety days of obtaining a business license. Failure to complete such training shall be a class 2 civil infraction. This training requirement does not apply to property owners who utilize a separate property management company to manage their rental properties and the owner does not have any communication with their tenants.
- E. Property owners shall provide each tenant a digital link or, at the tenant's request, are encouraged to provide a hard copy of a voter registration form, a change of address form, and a tenant information packet about tenant rights and responsibilities developed by Code Enforcement with the advice and recommendations of landlord, tenant and social service housing organizations.

Section 10.57.030 Inspections

- A. The City of Spokane's code enforcement department shall conduct both routine periodic and cause-based inspections of all residential rental property that is subject to this chapter.
 - 1. Periodic inspections shall be conducted at a frequency to be determined by the code enforcement department, subject to appropriations, and subject a determination by the code enforcement department as to which units or classes of units of residential real property are most likely to be out of compliance with the existing building and preservation code, chapter 17F.070, SMC.
 - 2. In addition to periodic inspections, the code enforcement department may conduct cause-based inspections upon its receipt of a complaint of violations by any person of the existing building and preservation code or for violations of any provision of the residential landlord-tenant act ("RLTA"), pursuant to a request under RCW 59.18.115, or in response to a credible report of possible violations of municipal or state law.
- B. Code enforcement shall not impose a fee or charge onto landlords or tenants for the cost of the inspection itself.
- C. All inspections by Code Enforcement of the interior of a residential unit must be made with the consent of the tenant or upon the authority of an order of a court with jurisdictional and constitutional authority to provide such an order.

Section 10.57.040 Proactive code enforcement.

A. Purpose and Intent.

1. The purpose of a proactive code enforcement program is to address the issues of substandard residential rental properties, the preservation of quality neighborhoods, preventing neighborhood blight, graffiti abatement, illegal dumping, towing of abandoned vehicles, illegal parking and greater compliance with health and safety standards that preserves the quality of neighborhoods and available housing.
2. The program achieves compliance of health, safety and welfare code violations in and on residential rental properties that are a threat to the occupant's safety, structural integrity of the building, and a negative impact on the surrounding neighborhoods.

B. Program requirements.

1. The proactive code enforcement program and other residential rental inspections shall be funded via the code enforcement fund established by SMC 07.08.139.
2. Code Enforcement will continue to provide inspections and reports authorized under state law at tenant request at no charge to landlords or tenants.

Section 10.57.050 Universal Background and Credit Checks

A. Purpose and Intent.

1. The screening of a prospective tenant's rental history, financial history, and criminal background is a common aspect of renting residential real property.
2. While tenants usually pay a fee associated with this screening each time they apply for a unit, state law requires that fees collected can only cover the actual cost of screenings performed. Multiple applications for rental housing currently require prospective tenants to pay multiple fees which can be burdensome to prospective tenants, especially in a tight rental market, and in any event do not provide any financial benefit to landlords.
3. The intent of this section is to ensure landlords get the data they need to make an informed decision about a prospective tenant, while ensuring that prospective tenants are not unduly burdened by the need to pay multiple background and credit check fees.

B. Universal background and credit checks program.

1. No later than one hundred twenty (120) days from the effective date of this section, the City of Spokane's department of neighborhood services and code enforcement shall publish a request for qualifications ("RFQ") from organizations that have the capability to provide certified universal background and credit checks.
2. The content of the report would be decided by the City of Spokane upon the recommendation of an advisory group that must include representatives from the landlord, tenant and social services housing organizations, but at a minimum would not share arrest/conviction data older than one year except for crimes of sex and violence.
3. All universal background and credit checks conducted under this section shall be valid for sixty (60) days from the date of issuance, and, beginning on January 1, 2024, and except as otherwise provided in this section, all landlords renting residential real property located in Spokane shall be required to accept the universal background and credit check report when making decisions concerning whether to rent to a prospective tenant.
4. Prospective tenants are responsible for paying the fee for the universal background and credit check.
5. Notwithstanding the remainder of this section, landlords may use a background and credit screening service other than the universal background and credit check service established by this section, but shall not impose any fee on a prospective tenant for doing so.
6. Nothing in this section restricts a landlord from asking a prospective tenant about their criminal, credit or rental history, or making a decision on whether or not to rent to an individual based on that history.

Section 10.57.060 Residential rental property mitigation fund.

- A. The department of neighborhood services and code enforcement shall operate a rental property mitigation program, which is intended to assist in the repair of residential rental properties that are damaged during a tenancy where a government or nonprofit operated program, that provides housing support to low income individuals, referred the tenant to the landlord or provided a portion of their rent or damage deposit, and through no fault of the landlord.
- B. The department of neighborhood services and code enforcement is authorized to establish public rules for the operation of the rental property mitigation fund, and

shall publish and accept public comment on such rules for sixty (60) days prior to the effective date of the rules for the program.

- C. The City's fund will be supplemental to any similar state or federal program and will only be used after the applicant has completed a timely and complete application for those funds, exhausted the tenant's damage deposit, and still has not been fully compensated for the damage.

Section 10.57.070 Legal Services and Relocation Program

- A. City of Spokane will invest in attorney services for tenant legal services and mediation costs, with a focus on habitability and violations of the Residential Landlord Tenant Act issues. The city investment would provide seed money for first year of salary and benefits for an attorney and reasonable litigation costs, including mediation fees, and then legal fees from successful representation would sustain the attorney(s) and funds for costs for the long term. The fund will also provide immediate relocation funds to tenants living in rental units that are below the standards of habitability and likely to be able to recover relocation funds from their landlord.
- B. Program requirements:
 - 1. Focus on units that clearly fall below standard of habitability in consultation with Code Enforcement and violations of the RLTA.
 - 2. Provide prompt relocation funds from City directly to tenant once it appears that landlord will likely be liable under state law and then collect from the landlord and any settlement funds a reimbursement to the relocation funds used to fund the attorney positions.
 - 3. Build capacity for needed service.

Section 10.57.080 Anti-retaliation protections

- A. Purpose and Intent.

Due to fears of retaliation, tenants may fear speaking up about housing habitability issues or organizing as tenants. State law provides some protection against retaliation, but the City of Spokane intends to provide additional protections.

- B. Prohibition on retaliation.

- 1. No landlord or owner or manager of residential rental real property in Spokane may intimidate any person because that person is engaging in activities designed to make other persons aware of, or encouraging such other persons to exercise, rights granted or protected by the fair housing laws, or engaging in political speech or political organizing.

2. No person may threaten any employee or agent with dismissal or an adverse employment action, or take such adverse employment action, for any effort to assist any person in the exercise of their fair housing rights.
3. For purposes of this section, “fair housing laws” and “fair housing rights” include the federal Fair Housing Act, the Washington Law Against Discrimination, and Title 18 of the Spokane Municipal Code.

Section 2. That section 07.08.139 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.139 Code Enforcement Fund

- A. There is established a special revenue fund entitled “code enforcement fund” into which shall be paid all revenues derived from code enforcement operations and fifty percent of all landlord registration business license fees received by the City.
- B. As provided in the annual budget, the code enforcement fund is appropriated to salaries and wages, maintenance and operations, debt service and capital improvements. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.
- C. The funds received from landlord registration business license fees shall be used exclusively to fund expenses related to the investigation and enforcement of laws related to the habitability and safety of residential rental units within the City of Spokane.

Section 3. That there is enacted a new section 07.08.145 of the Spokane Municipal Code to read as follows:

Section 07.08.145 Residential rental property mitigation fund

- A. There is established a special revenue fund entitled the “residential rental property mitigation fund” into which shall be paid twenty percent of all landlord registration fees received by the City.
- B. As provided in the annual budget, the “residential rental property mitigation fund” is appropriated to provide for payment of repairs to units of residential real property in Spokane which are damaged during a residential tenancy and not due to the fault of the landlord, as established by SMC 10.57.060. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

Section 4. That section 08.01.160 of the Spokane Municipal Code is amended to read as follows:

Section 08.01.160 Multiple Businesses or Locations

- A. Except as otherwise provided in this paragraph, when a registrant operates two or more businesses in the City, or two or more business locations within the City, whether or not related, a separate City business registration is required for each business or business location. For purposes of this paragraph, a single registrant that is in the business of renting multiple residential real property units in Spokane may register as a single business, but must list all residential units by street address separately and pay the required per unit fee as required in SMC 10.57.020(B).
- B. If a single business has at least one permanent location in the City and also conducts business on a temporary or seasonal basis from temporary or mobile locations, such as from portable stands or vehicles, the registrant must obtain a secondary location registration for each such location or stand or vehicle directly from the City as provided in SMC 8.01.070.
 - 1. To the extent such temporary or mobile activities include those activities defined in SMC 10.40.010 (Itinerant Vendor Designation) the requirements of that chapter shall also apply.
 - 2. The chief of police may temporarily suspend or relocate a secondary location registration allowing business activity on or adjacent to a public street or other public place within the boundaries of a permitted special event under chapter 10.39 SMC when such business activity may conflict with the special event.

Section 5. That there is enacted a new section 07.08.150 of the Spokane Municipal Code to read as follows:

Section 07.08.150 Legal Services and Relocation Fund

- A. There is established a special revenue fund entitled the “legal services and relocation fund” into which shall be paid twenty percent of all landlord registration fees received by the City.
- B. As provided in the annual budget, the “legal services and relocation fund” is appropriated to provide for legal services and relocation funds arising out of rental units that fall below standards of habitability, as established by SMC 10.57.070. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

Section 6. That section 08.01.195 of the Spokane Municipal Code is amended to read as follows:

Section 08.01.195 Engaging in Business Criteria

- A. This section sets forth examples of activities that constitute engaging in business in the City, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimus business activities in the City without having to pay a business license fee. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in SMC 08.01.020. If an activity is not listed, whether it constitutes engaging in business in the City shall be determined by considering all the facts and circumstances and applicable law.
- B. Without being all inclusive, any one of the following activities conducted within the City by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license.
1. Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the City.
 2. Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the City.
 3. Soliciting sales.
 4. Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.
 5. Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.
 6. Installing, constructing, or supervising installation or construction of, real or tangible personal property.
 7. Soliciting, negotiating, or approving franchise, license, or other similar agreements.
 8. Collecting current or delinquent accounts.
 9. Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.

10. Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.
11. Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.
12. Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.
13. Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the City, acting on its behalf, or for customers or potential customers.
14. Investigating, resolving, or otherwise assisting in resolving customer complaints.
15. In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.
16. Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.
17. Renting or leasing real property residential units to others.

C. If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the City but the following, it need not register and obtain a business license.

1. Meeting with suppliers of goods and services as a customer.
2. Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.
3. Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or

on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.

4. Renting tangible or intangible property as a customer when the property is not used in the City.
 5. Attending, but not participating in a "trade show" or "multiple vendor events". Persons participating at a trade show shall review the City's trade show or multiple vendor event ordinances.
 6. Conducting advertising through the mail.
 7. Soliciting sales by phone from a location outside the City.
- D. A seller located outside the City merely delivering goods into the City by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the City. Such activities do not include those in SMC 08.01.195 B.
- E. The City expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the license fee under the law and the constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.

Section 7. That section 08.02.0206 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.0206 Business Registrations

- A. A regular business registration basic fee is one hundred twenty dollars (\$120) per twelve-month period. Beginning on January 1, 2023, the regular business registration basic fee shall be one hundred twenty-seven (\$127) per twelve-month period.
- B. The basic fee for a nonresident business registration is one hundred twenty dollars (\$120) dollars per twelve-month period. Beginning on January 1, 2023, the basic fee for a nonresident business registration shall be one hundred twenty-seven (\$127) per twelve-month period.

- C. In addition to the basic registration fee, each business must pay an additional fee for each personnel, per license year, as follows (all personnel of a business are charged the same amount corresponding to the respective category of the total number of personnel defined below):
1. Businesses with fewer than six personnel in total: Ten dollars per person.
 2. Businesses with six to ten personnel in total: Fifteen dollars per person.
 3. Businesses with more than ten personnel in total: Twenty dollars per person.
- D. Whenever there is a change of ownership, the holder of the registration must notify the Washington State business licensing service within thirty days of such event. The new owner must file an application with the Washington State business licensing service to acquire a new registration, as provided in chapter 08.01 SMC.
- E. For businesses qualifying under SMC 08.01.190(A) (low gross income businesses) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee, but all applicable personnel, inspection, or other applicable fees or charges apply in full.
- F. For businesses qualifying under SMC 08.01.190(B) (nonprofit organizations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee. Nonprofit businesses are exempt from personnel and residential rental unit fees.
- G. For businesses qualifying under SMC 08.01.190(C) (social purpose corporations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee.
- H. For businesses qualifying under SMC 08.01.190(D) (Certified B Corporations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee.
- I. Any Certified B Corporation certified by B Lab is exempt from personnel fees.
- J. Annual Fee Adjustment.

Effective January 1, 2011, and the first of January of each year thereafter, the business registration fees set forth in this section may be adjusted by the Chief Financial Officer by an amount equal to the consumer price index adjustment of the previous July – July U.S. All City Average (CPI-U and CPI-W). The newly

determined amount shall be rounded up to the nearest dollar. In addition, the proposed adjusted fees shall be presented to the City Council for approval by ordinance and a copy of the approved fees filed with the Chief Financial Officer before becoming effective. The annual fee adjustment provided for in this section shall not apply to the personnel fee stated in SMC 08.02.0206(C).

- K. For businesses qualifying under SMC 08.01.190 E, there shall be no business registration fee.
- L. For initial business registrations filed from the effective date of this section until December 31, 2022, the business registration fee stated in SMC 08.02.0206(A) and the personnel fee stated in SMC 08.02.0206(c) are each reduced by 50%.
- M. In addition to the basic registration fee, each business that owns in excess of three real property residential rental units must pay an additional fee of \$10 per unit per license year subject to the exception at Section 08.02.0206(F).

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date