

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

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

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the March 27, 2023, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of March 27, 2023:

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: 2497 452 1932; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2495 235 8877; 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, March 27, 2023. 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 public testimony on legislative items (two minutes for open forum)!**

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

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

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

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

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

Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding the following items during the Council's legislative session: the consent agenda as a whole, all first reading ordinances together (with the exception of first reading ordinances associated with Hearings, which shall be taken separately), final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during open forum.
- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.

- C. Each person speaking in a public Council meeting shall verbally identify themselves by true first and last name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or obscene speech, physically pounding the dais or other furniture, yelling, or personal comments or verbal insults about any individual will be permitted.
- F. A speaker asserting a statement of fact may be asked by a Council Member to document and identify the sources of the factual datum being asserted.
- G. When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. City employees may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
 3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time or while in uniform; or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. When any person, including members of the public, City staff, and others, are addressing the Council, Council Members shall observe the same decorum and process, as the rules require among the members *inter se*. That is, a Council Member shall not engage the person addressing the Council in colloquy but shall speak only when granted the floor by the Council President. All persons and/or Council Members shall not interrupt one another. The duty of mutual respect and avoiding unlawful harassment set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, newly revised*, shall extend to all speakers before the City Council. The City Council's Director of Policy and Government Relations and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak. All persons attending City Council Meetings or City Council sponsored meetings shall refrain from unlawfully harassing other attendees or risk being removed and/or prohibited from attending future meetings.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. Members of the public can sign up to give testimony in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker unless the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- C. No public testimony shall be taken on amendments to consent or legislative agenda items, votes to override a Mayoral veto, or solely procedural, parliamentary, or administrative matters of the Council.
- D. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- E. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:

1. Following an assessment by the chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the chair may grant the same procedural and time allowances to each group or groups, as stated previously.
 4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- F. The time taken for staff or Council Member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.
- G. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.

THE CITY OF SPOKANE



CURRENT COUNCIL AGENDA

MEETING OF MONDAY, MARCH 27, 2023

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER ZACK ZAPPONE

**COUNCIL CHAMBERS
CITY HALL**

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

LAND ACKNOWLEDGEMENT

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

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

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

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

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

BRIEFING AND LEGISLATIVE SESSIONS

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

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

ADDRESSING THE COUNCIL

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

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

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

BRIEFING SESSION

(3:30 p.m.)

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

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

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

APPROVAL BY MOTION OF THE ADVANCE AGENDA

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

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

COUNCIL AND COMMITTEE REPORTS

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

PROCLAMATIONS AND SALUTATIONS

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

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Design Review Board – One Appointment

Confirm

CPR 1993-0069

ADMINISTRATIVE REPORTS

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.

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | | |
|----|---|----------------|------------------------------|
| 1. | Service Level Agreement with Spokane Regional Emergency Communications regarding emergency communications services for the dispatch of fire related emergency services beginning January 1, 2023—\$150,000 per month. (Council Sponsors: Council Members Cathcart and Bingle)(Deferred from February 27, 2023, Agenda)
Tom Williams | Approve | OPR 2023-0246 |
| 2. | Low Bids for Engineering Services with:

Request motion to replace previously filed version with updated ReBid version (OPR 2023-0301): | Approve
All | |
| | a. DW Excavating, Inc. (Davenport, WA) for the Cochran Basin Stormwater Control Vault ReBid—\$7,307,265. An administrative reserve of | | OPR 2023-0301
ENG 2019148 |

\$730,726.50, which is 10% of the contract price, will be set aside. (Audubon/Downriver Neighborhood) (Council Sponsor: Council Member Kinnear) (Deferred from March 6, 2023, Agenda)

b. DW Excavating Inc. (Davenport, WA) for the Marshall Road Transmission - Phase 1 project—\$3,001,000 (plus tax). An administrative reserve of \$300,100 (plus tax), which is 10% of the contract, will be set aside. (Council Sponsor: Council Member Kinnear) **OPR 2023-0339
ENG 2018106**

c. Halme Construction, Inc. (Spokane, WA) for the SIA Transmission Line Crossing under I-90 project—\$3,176,537.16 (plus tax). An administrative reserve of 10% of the contract will be set aside. (Council Sponsor: Council Member Kinnear) **OPR 2023-0340
ENG 2018107**

Dan Buller

3. Low Bid of Holt Services, Inc. (Edgewood, WA) for the Well Electric Wellfield Feasibility Study in the amount of \$3,108,868 (plus tax). An administrative reserve of \$310,886.80 (plus tax), which is 10% of the contract, will be set aside. (Council Sponsor: Council Member Kinnear) **Approve OPR 2023-0341
ENG 2018099**

Loren Searl

4. Purchase from CompuNet of network switches for the Dell PowerShare equipment that was bought in 2022, this will allow for encrypted network communication from the Dell PowerShare to Spokane Police Department detectives. (Council Sponsor: Council Member Cathcart) **Approve OPR 2023-0342**

Shawna Ernst

5. Pre-approval to Purchase four Ford F-250 or similar, diesel, crew cab 4WD pickup trucks and three Chevrolet Tahoe/GMC Yukon, or similar diesel AWD sport utility vehicles for the Fire Department—\$565,000. (Council Sponsors: Council Members Kinnear & Cathcart) **Approve OPR 2023-0343**

Brian Schaeffer

6. Five-Year Mutual Aid Agreement between the Fairchild Air Force Base and City Fire Department. (Council Sponsor: Council President Beggs) **Approve OPR 2023-0344**

Brian Schaeffer

7. Multiple Family Housing Property Tax Exemption Conditional Agreements with: **Approve
All**

- a. Rad Space, LLC. for the future construction of approximately 4 units, at Parcel Number(s) 35202.2701, commonly known as 528 East 2nd Avenue. (Council Sponsors: Council Members Kinneer and Wilkerson) OPR 2023-0345

- b. Garden District Apartments I, LLC. for the future construction of approximately 78 units, at Parcel Number(s) 35331.5306, 35331.4508, 35331.4509, 35331.4510, and 35331.4401. (Council Sponsors: Council Members Kinneer and Wilkerson) OPR 2023-0346

- c. Spencer Harrington for the future construction of approximately 42 units, at Parcel Number(s) 25134.0202 and 25134.0201, commonly known as 1505 West Broadway and 719 North Walnut. (Council Sponsors: Council Members Stratton and Zappone) OPR 2023-0347

- d. Willie Willey, LLC. for the future construction of approximately 29 units, at Parcel Number(s) 35033.1304 and 35033.1305, commonly known as 2929 and 2937 East Wellesley. (Council Sponsors: Council Members Cathcart and Bingle) OPR 2023-0348

- Teri Stripes**
- 8. Four-Year subscription with Lexipol (Frisco, TX) for police policy and training bulletins. (Council Sponsor: Council Member Bingle) Approve OPR 2023-0349
- Jacqui MacConnell**
- 9. Contract Amendment with Mackay Meters, Inc. to purchase additional meters for Parking Services—\$1,850,000. (Council Sponsor: Council President Beggs) Approve OPR 2021-0502
- Luis Garcia**
- 10. Consultant Agreement with DKS Associates (Seattle, WA) for Traffic Signal Controls On-Call Services for 2023-2024 - (Non-Federal)—not to exceed \$200,000. (Various Neighborhoods) (Council Sponsor: Council Member Kinneer) Approve OPR 2023-0350
ENG 2022097
- Clint Harris**
- 11. Contract Amendment with Makers Architecture to evaluate the Center and Corridor policies in the City's Comprehensive Plan and development code regulations. (Council Sponsor: Council Member Kinneer) Approve OPR 2021-0792
- Colin Quinn-Hurst**

- | | | |
|---|---|----------------------|
| <p>12. Contract with Compunet for Cisco Flex Subscription from April 3, 2023 through February 2, 2027 utilizing WA State Contract #05819 (NASPO AR3227) via interlocal agreement—\$96,075 annually for the next three years and \$80,062.50 for the final year. Total cost \$368,287.50. (Council Sponsors: Council Members Bingle and Cathcart)
 Michael Sloan</p> | <p>Approve</p> | <p>OPR 2023-0314</p> |
| <p>13. One-Year Contract Renewal with Intterra, Inc. for COVID planning software—\$67,124.38 (incl. tax). (Council Sponsors: Council President Beggs and Council Member Kinnear)
 Brandon Childs</p> | <p>Approve</p> | <p>OPR 2020-0732</p> |
| <p>14. Approval to use CDBG, HOME and Sales and Use Tax Revenue (1406/1590) for Community, Housing and Human Services to fund affordable housing projects. (Council Sponsor: Council Member Stratton)
 Richard Culton</p> | <p>Approve</p> | <p>OPR 2023-0351</p> |
| <p>15. Grant application to receive federal funding over a five-year period to support the City achieving and maintaining compliance with U.S. Department of Transportation federally mandated requirements, State WACs, and RCWs related to commercial driver's license requirements to drive commercial motor vehicles, as well as supporting community outreach and education related to commercial motor vehicles safety. (Council Sponsor: Council Member Wilkerson)
 Amy Black</p> | <p>Approve</p> | <p>OPR 2023-0352</p> |
| <p>16. Report of the Mayor of pending:</p> | <p>Approve &
Authorize
Payments</p> | <p>CPR 2023-0002</p> |
| <p>a. Claims and payments of previously approved obligations, including those of Parks and Library, through March 10, 2023, total \$11,208,844.38, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$11,016,986.71.</p> | | <p>CPR 2023-0002</p> |
| <p>b. Claims and payments of previously approved obligations, including those of Parks and Library, through March 17, 2023, total \$6,814,489.97, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$5,904,728.32.</p> | | <p>CPR 2023-0002</p> |
| <p>c. Payroll claims of previously approved obligations through March 18, 2023: \$8,600,408.25.</p> | | <p>CPR 2023-0003</p> |
| <p>17. City Council Meeting Minutes: March 9 and March 16, 2023.</p> | <p>Approve
All</p> | <p>CPR 2023-0013</p> |

Request motion to suspend Council Rules to add the following items OPR 2023-0370 through OPR 2023-0372:

- 18. **Contract with Lexipol to provide policy and procedures management and implementation for the Spokane Fire Department—\$125,382.90 (plus tax). (Council Sponsors: Council Members Wilkerson and Cathcart)**
Brian Schaeffer **Approve** **OPR 2023-0370**
- 19. **Contract Extension with The Salvation Army to extend the Cannon Shelter Contract through May 31, 2023 using reallocated Department of Commerce Shelter Program Grants funds—\$800,000. (Council Sponsors: Council Members Wilkerson and Stratton)**
Jenn Cerecedes **Approve** **OPR 2023-0371**
- 20. **Authorization to distribute Department of Commerce funds to Housing Navigators to provide permanent housing units to approximately 30 households—\$506,625. (Council Sponsors: Council Members Wilkerson and Stratton)**
Jenn Cerecedes **Approve** **OPR 2023-0372**

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C36371 amending Ordinance No. C36345 passed by the City Council December 12, 2022, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Public Safety & Judicial Grants Fund

1) Increase appropriation by \$76,300.

A) Of the increased appropriation, \$76,300 is to be used for the procurement of a new restraint system.

(This action arises from the need to procure a new restraint system.) (Council Sponsors: Council Members Cathcart and Kinnear)

Jacqui MacConnell

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

- ORD C36372 Relating to GFC Public Utilities and Services; amending SMC sections 13.03.0734 to Chapter 13.03 of the Spokane Municipal Code; and 13.04.2044 to chapter 13.04 of the Spokane Municipal Code; and setting an effective date and declaring an emergency. (Council Sponsor: Council Member Kinneary)
Council President Beggs

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2023-0024 Promoting the review of General Facilities Charges by the City Council and interested stakeholders, and establishing a timeline for presenting proposed changes for consideration by the City Council prior to 2024. (Council Sponsor: Council President Beggs and Council Member Kinneary)
Council President Beggs

Request motion to suspend Council Rules to add the following items RES 2023-0025 through RES 2023-0028:

- RES 2023-0025 Approving settlement of Benjamin Gedeon arising from allegations as more fully described in the complaint filed in the Spokane County Superior Court, Cause No. 21-2-01684-32—\$1,137,169.08. (Council Sponsor: Council President Beggs and Council Member Bingle)
Lynden Smithson

- RES 2023-0026 Supporting the City’s grant application to the State of Washington Community Economic Revitalization Board for Funding a Creative Economy Hub. (Council Sponsor: Council President Beggs and Council Member Cathcart)
Steve MacDonald

- RES 2023-0027 Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sell real property located on a portion of Spokane County Assessor Tax Parcel No. 15365.1101, consisting of approximately 10 acres and a portion Tax Parcel 15361.1103 consisting of approximately 4.196 acres at Spokane International Airport.
Larry Krauter

- RES 2023-0028 Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sell real property identified as Spokane County Assessor's Parcel No. 25335.0206 consisting of approximately 11.954 acres.
Larry Krauter

- ORD C36370 Related to open forum at Spokane City Council meetings; amending section 2.01.040 of the Spokane Municipal Code. (Council Sponsors: Council President Beggs and Council Member Kinneary)
Hannahlee Allers

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C36373** Establishing requirements for unallocated reserve balances within the General Fund; enacting new sections 07.14.030 and 07.14.040 of the Spokane Municipal Code. (Council Sponsors: Council President Beggs and Council Members Cathcart and Wilkerson)
Matt Boston

SPECIAL CONSIDERATIONS

RECOMMENDATION

- | | | |
|--|-------------------------|-------------------|
| <p>S1. Consideration of Mayoral Veto of Ordinance C36366 of the City of Spokane, Washington, relating to landlord tenant regulations; adopting new sections 10.57.080, 10.57.090, 10.57.100, 10.57.110, 10.57.120, 10.57.130, and 10.57.140 to chapter 10.57; and enacting new sections 07.08.157 and 07.08.158 of the Spokane Municipal Code. (Council Sponsor: Council President Beggs)
 Council President Beggs</p> | <p>Council Decision</p> | <p>ORD C36366</p> |
|--|-------------------------|-------------------|

NO HEARINGS

ADJOURNMENT

The March 27, 2023, Regular Legislative Session of the City Council is adjourned to April 10, 2022.

Note: The regularly scheduled City Council meeting for Monday, April 3, 2023, has been canceled.

NOTES

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

03/27/2023

<u>Date Rec'd</u>	3/15/2023
<u>Clerk's File #</u>	CPR 1993-0069
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	MAYOR
<u>Contact Name/Phone</u>	JESSICA KIRK 5097206262
<u>Contact E-Mail</u>	JKIRK@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Boards and Commissions Appointments
<u>Agenda Item Name</u>	0520 APPOINTMENT TO DESIGN REVIEW BOARD - COMMUNITY ASSEMBLY LIAISON

Agenda Wording
 0520 Appointment to Design Review Board - Community Assembly Liaison Kris Hansen term: 3 year, 1/1/2023 - 12/31/2025

Summary (Background)
 0520 Appointment to Design Review Board - Community Assembly Liaison Kris Hansen, term: 3 year, 1/1/2023 - 12/31/2025

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Select \$		#
Select \$		#
Select \$		#
Select \$		#

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



Agenda Sheet for City Council Meeting of:

02/27/2023

<u>Date Rec'd</u>	2/15/2023
<u>Clerk's File #</u>	OPR 2023-0246
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2022-0777
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	FIRE
<u>Contact Name/Phone</u>	TOM WILLIAMS 7002
<u>Contact E-Mail</u>	TMWILLIAMS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1970 SREC SERVICE LEVEL AGREEMENT

Agenda Wording
 Council to adopt the Service Level Agreement proposed by Spokane Regional Emergency Communications for the dispatch of fire related emergency services.

Summary (Background)
 The City of Spokane recently contracted with Spokane Regional Emergency Communications department for the dispatch of Fire related emergency services. A standard level of services agreement was presented and has been reviewed by legal and Spokane Fire Department. City Council will need to review and affirm the contract before it can be signed by both parties.

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
<u>Expense</u> \$ 150,000 month		<u>#</u> TBD
<u>Select</u> \$		<u>#</u>
<u>Select</u> \$		<u>#</u>
<u>Select</u> \$		<u>#</u>

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session\Other</u>	1/23/23 Committee Meeting
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Council Sponsor</u>	Council Members Cathcart and Bingle
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	Lori.Markham@srec911.org	
<u>For the Mayor</u>	PERKINS, JOHNNIE	tmwilliams@spokanecity.org	
<u>Additional Approvals</u>		bschaeffer@spokanecity.org	
<u>Purchasing</u>		lsmithson@spokanecity.org	
		kschmitt	

**SERVICE LEVEL AGREEMENT
REGARDING EMERGENCY COMMUNICATIONS SERVICES**

THIS AGREEMENT is made and entered into as of _____, 2022 by and between the Spokane Regional Emergency Communications, a Public Development Authority created pursuant to RCW 35.21.730-759 (hereinafter, "PROVIDER") and the City of Spokane, a political subdivision of the State of Washington (hereinafter, "RECIPIENT").

RECITALS

WHEREAS, chapter RCW 39.34.080 authorizes local governments to contract with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner that provides services to meet the needs and development of local communities; and,

WHEREAS, the RECIPIENT desires to have certain fire dispatch emergency communications services performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and,

WHEREAS, PROVIDER represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise and equipment where required, to perform the services set forth in this Agreement; now, therefore,

IN CONSIDERATION of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

1.1 Provider Services. The PROVIDER shall perform, within the boundaries of the RECIPIENT, the fire dispatch emergency communications services described in Exhibit "A" attached hereto and by this reference incorporated and made part of this Agreement ("SERVICES").

1.2 Provider Availability. PROVIDER shall provide the SERVICES on a daily 24-hour basis during the term of this Agreement.

2. COMPENSATION, TIME OF PAYMENT.

2.1 Compensation. The RECIPIENT shall compensate the PROVIDER for the SERVICES according to the User Fee Formula as recommended by the Fire Service Communication Advisory Board and approved by the SREC Governing Board.

2.2 Time of Payment. RECIPIENT shall pay PROVIDER the total fixed fee set forth in Paragraph 2.1 in no more than two equal installments, the first of which shall be paid to PROVIDER no later than May 1 of each year of the Agreement and the second no later than November 1 of each year of the Agreement.

3. DURATION OF AGREEMENT AND FUTURE SUPPORT.

3.1 Term. The term of this Agreement and the performance of the parties shall commence January 1, 2023, and shall continue unless and until terminated by either party as provided in Section 7 hereof.

3.2 Future Support. The PROVIDER makes no commitment to future support and assumes no obligation for future support of the SERVICES contracted for herein beyond the term of this Agreement.

4. RELATIONSHIP OF PARTIES.

4.1 No agent, employee, servant, or representative of one party shall be deemed to be an employee, agent, servant, or representative of the other for any purpose under this Agreement. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

5. ASSIGNMENT AND SUBCONTRACTING.

5.1 Assignment. The PROVIDER shall not assign any portion of this Agreement without the written consent of the RECIPIENT, and it is further agreed that said consent must be obtained in writing by the PROVIDER not less than thirty (30) calendar days prior to the date of any proposed assignment. Consent shall not be unreasonably withheld.

5.2 Subcontracting. Any technical or professional service subcontract need not have approval by the RECIPIENT.

6. LIMITATION OF LIABILITY AND HOLD HARMLESS.

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

6.2 The RECIPIENT agrees to protect, defend, indemnify, and hold harmless the PROVIDER its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The RECIPIENT will not be required to indemnify, defend, or save harmless the PROVIDER if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused

by the sole negligence of the PROVIDER. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

- 6.3 The PROVIDER and RECIPIENT agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any PROVIDER or RECIPIENT employees or agents while performing work authorized under this Agreement. For this purpose, the PROVIDER and RECIPIENT, by mutual negotiation, hereby waive any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.
- 6.4 These indemnifications and waiver shall survive the termination of this Agreement.
- 6.5 No officer or employee of the RECIPIENT or the PROVIDER shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

7. TERMINATION OF AGREEMENT AND CLOSE OUT.

- 7.1 Termination. Either party reserves the right to terminate this Agreement in whole or in part at any time, with or without cause, by giving at least six (6) months' notice to the other party in writing, specifying the reasons therefore, and the effective date provided such effective date shall not be prior to notification to the PROVIDER. After this effective date, no charges incurred under any terminated portions are allowable.
- 7.2 Close-Out. In the event that this Agreement is terminated in whole or in part for any reasons, the following provisions shall apply:
 - 7.2.1 Upon written request by the PROVIDER, the RECIPIENT shall make or arrange for payment to the PROVIDER for SERVICES not covered by previous payments.
 - 7.2.2 The PROVIDER shall immediately refund to the RECIPIENT any monies paid in advance for SERVICES not performed.

8. NOTICE. Whenever in this Agreement it is provided that written notice is given by one party to the other party, said notice shall be addressed as follows:

<u>PROVIDER</u>	<u>RECIPIENT</u>
Spokane Regional Emergency Communications Attn: Executive Director 1620 N. Rebecca Street Spokane, WA 99217 Phone: (509) 532-8911 Email: Lori.Markham@srec911.org	Fire Service Agency Spokane Fire Department Attn: Brian Schaeffer 44 West Riverside Ave Spokane, WA 99201 509-625-7000 bschaeffer@spokanefire.org

Delivery of said notice shall be effective in any one of the following ways:

- (1) By personal delivery to and an acknowledgement of receipt thereof signed by the receiving party.
- (2) By affidavit or personal service thereof on the receiving party.
- (3) By depositing the notice in the United States Mail, in an envelope properly addressed to the address indicated above or to the last address of the recipient known to the party giving notice, with postage fully prepaid thereon.

In the event said notice is mailed, it shall be deemed delivered three (3) working days following the posting thereof.

9. JURISDICTION.

9.1 Applicable Law. This Agreement has been and shall be construed as having been made and delivered within the state of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Washington, both as to interpretation and performance.

9.2 Venue. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Spokane County, Washington.

10. SEVERABILITY.

10.1 It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

10.2 If it should appear that any provision hereof is in conflict with any statute of the state of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

11. ENTIRE AGREEMENT.

The parties agree that this Agreement, including Exhibit "A," is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provision of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

12. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

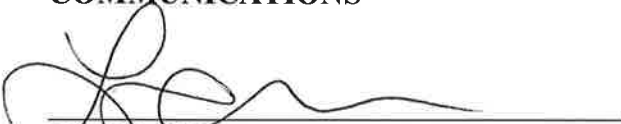
13. AUDIT / RECORDS. PROVIDER shall provide the RECIPIENT's City Administrator or designee performance statistics regarding call time, transfer to dispatch, dispatch of units for SERVICES provided to the RECIPIENT in the same substance and format as provided to any member of the PROVIDER'S Governing Board. Further, upon reasonable request by the RECIPIENT's City Attorney, PROVIDER shall provide, within thirty (30) days or longer time if reasonably necessary to respond to such request, audio recordings of calls and dispatch transmissions for SERVICES provided to the RECIPIENT.

PROVIDER:

RECIPIENT:

**SPOKANE REGIONAL EMERGENCY
COMMUNICATIONS**

CITY OF SPOKANE


By: Lori Markham, Executive Director


By: _____

EXHIBIT "A"

Description of Services

SERVICES by PROVIDER for RECIPIENT shall be defined as:

- (1) 911 Emergency Call Taking;
- (2) Fire/EMS Dispatching; and
- (3) Radio Network devices and system support.

DEFINITIONS

"CAD" means Computer Aided Dispatch

"CFS" means Call for Service

"EMS" means Emergency Medical Service(s)

"Incident" means when a CFS is assigned a responding unit within CAD

"PSAP" means Public Service Answering Point

SERVICES

1. 911 Emergency Call Taking

Operate as the Primary PSAP for Spokane County.

Support for the fire service during large scale events (i.e., significant brush fires, ice and snow storms, etc.)

2. Fire Dispatching (created from Baseline Level of Service Documentation and the current CCC ILA)

Perform call taking for 911 call transfers for fire, medical, rescue, and hazmat calls to include:

- Location History – add to the call narrative for the Incident address.
- Medical questioning using the approved EMD program (Medical Priority Dispatch), post-dispatch instructions (PDI's), and pre-arrival instructions (PAI's) which includes CPR instruction, Aspirin and Narcan administration, childbirth, etc. The majority of PAI's require the Dispatcher to remain on the phone until EMS units arrive on scene.
- Meet NFPA standard of receiving and dispatching priority calls (calls that require advanced life support, confirmed fires, etc.) in 64 seconds or less 90% of the time and non-priority (Basic Life Support, non-emergent calls, etc.) 106 seconds or less 90% of the time.
 - Structure Fire calls.
 - Brush Fire calls.

- Hazmat calls.
 - Rescue calls (Tech, Water, and Extrication).
 - Motor vehicle accidents.
 - MCI (Mass Casualty Incidents) and RTF (Rescue Task Force) incidents.
- For the duration of the incident add **updates via CAD, Radio, and notification and further information** related to the call.

Dispatchers will utilize calm de-escalation techniques with those in crisis and utilize superior problem solving, priority of life decision making and tactical expertise in giving direction to callers on the phone.

Dispatchers will work in tandem with field units in proper communication and message, in order to achieve appropriate objectives in the best interest of the priority of life and property.

Dispatchers will send the appropriate amount of units needed based on information in the call and pre-determined incident plans from the CAD system. If the incident information describes the need for specialized equipment or specialized units, dispatch will send the appropriate personnel. They must have knowledge of all units and their capabilities:

Dispatchers must have a working knowledge of county wide response capability and coverage.

Dispatchers must have a strong working knowledge of regional geography.

If the incident requires the need for **other services**, Dispatchers will contact and request the appropriate agencies including, but not limited to other Law Agencies, Transport Agencies, Mental Health, Street Department, Alarm Companies, Water and Parks Department, Department of Ecology, Chaplain services, FAA, Fairchild Airforce Base, State Fire Marshall, WSP, SCSO Air 1, SCSO Dive Team, DEM, STA, School Districts, Utility Providers, Train (BNSF) and company as noted by procedure.

For Radio assignment and traffic Dispatchers will:

- Check all apparatus in the City of Spokane Fire Department, Spokane Valley Fire Department, and North and South County Districts. If a unit is out of service without explanation, the dispatcher will contact the appropriate district or jurisdiction to determine status.
- Assign the appropriate Talkgroup or Channel based on incident type.
- Provide radio medical and situation reports on all incidents.
- Give all updates on calls, including resource response, ten minute timers, etc.
- Have a working knowledge of Blue Card terminology and use based on county wide protocol.

- Answer alarm lines, triage calls, and send response as appropriate.
- Document any pertinent incident information in CAD.
- Fill requests from on scene command (i.e., board up request, responsible parties, alarm companies, STA, SCRAPS, Streets Department, LE, Utility Co. etc.).
- Communicate with AMR when changes occur and update fire response.
- Make appropriate apparatus changes to include response capability, changing technology when moving to a spare apparatus, swapping, and coverage or quarters changes.
- Send requested notifications.
- Send the daily 10:00 IMT notification.
- Hospital notifications for trauma or MCI situations.
- Assist primary call receiver by answering secondary and overflow 911 calls.
- Answer all business phone lines and fill requests.
- Answer and dispatch all calls from LE Dispatch.
- Answer and dispatch all calls from AMR.
- Conduct appropriate announcements via paging system.
- Relay caution note and pertinent premise information to responders.
- Record and update local information (i.e., hydrants out of service, on call investigators, street closures, alarm systems out of service, etc.) and notify appropriate response jurisdiction.
- Interface with adjoining counties for automatic and mutual aid response.

If a Fire Units self-initiated activity creates the need for specialized equipment or specialized units, dispatch will notify and attempt to send the appropriate personnel and apparatus. They must have knowledge of these units and their capabilities as outlined above for citizen initiated (911) calls for service. Dispatch will notify command if unable to fill request.

Dispatchers are expected to be technologically sound in all facets of our Computer Aided Dispatch System.

Dispatchers contribute and coordinate the Comprehensive Emergency Management Plan.

Dispatcher must have proficiency in external software, data bases, including, but not limited to: County Assessor Site, Hiplink – Paging system, Alert Spokane (CodeRED), ACCELA.

When Staffing allows, Dispatchers will provide radio communication for drills and training in the field.

For Fire Supervision, Supervisors will:

- Be responsible for monitoring and assisting shift staff.
- Covers breaks for FCS, assist with phone calls and radio traffic as needed.
- Create and input locations into CAD.
- Provide quality oversight to include QA/QI of at least 7 EMS incidents a shift utilizing the Priority Dispatch Aqua System. They will provide feedback and assistance to the responsible Dispatcher with each review.
- Receive and process requests from the state fire marshal for state mobilizations.
- Fill the request for mobilizations by notifying the various fire districts and departments within the counties supported by Northeast Region.
- Coordinate with NEWICC dispatch to meet needs and fill resources for any Department of Natural Resources (DNR), Bureau of Land Management, Forest Service or special agency needs.
- Interact with the public regarding questions and concerns.
- Perform CAD maintenance as requested by Admin staff or Fire agencies served by the CCC.
- Provide public records requests and routine data inquiries for fire investigators, chiefs, and responders based on request for all fire agencies to include researching calls and providing detailed information on what occurred at time of call both on the phone and through CAD.
- Manage Fire Resources County wide during large events, working with administration and the Fire Area Coordinator.
- Oversee County Resource Deployment Coverage and move-up resources on a daily basis.
- Maintain necessary call back lists and call back of personnel.

- Have an intimate knowledge of the Spokane County Fire Resource Plan (SCFRP), Northeast Region, and Washington State mobilization Plans in order to be able to execute required response procedures.
- Conduct appropriate announcements via paging system.
- Monitor weather conditions and make notifications when necessary.
- Research and provide monthly statistics for all Fire Agencies.
- Coordinate with Disaster Medical Control Center (DMCC) for the tracking and transportation of patients to the appropriate facility and method during a Mass Casualty Incidents.
- Maintain the “big operational picture” for the shift to ensure resources available match the need for the safety of the responders and public.

Staffing:

Dispatchers ensure that all four main Fire Channels and Operational Talkgroups are monitored 24/7. A minimum of two Fire Dispatchers will be on the floor at all times. When staffing allows, all training and supplemental Talkgroups will be monitored.

Training/Hiring:

Dispatchers create and maintain current training documents for incoming trainees and adhere to a strict training program. Training Officers instruct and observe trainees in each phase of progression. Training phases are set up to cover all of the above tasks and requirements to become a dispatcher.

The Fire Service Communication Advisory Board (RECIPIENT):

the RECIPIENT shall provide oversight, review and direction to PROVIDER on the policies and operations of PROVIDER in regards to fire and EMS calls. PROVIDER recognizes the authority of the RECIPIENT.

Each Fire Operations Group Member (“Member”) shall have one (1) vote.

Any action requiring a *super majority* shall require the affirmative vote of at least two-thirds (67%) of all members of the RECIPIENT.

Authority, Duties and Responsibilities of RECIPIENT:

The authority, duties and responsibilities of the RECIPIENT shall be as follows:

- (a) Review the level of service provided by PROVIDER and assure that it complies.
- (b) Assure that established performance criteria are being met.

- (c) By an affirmative vote by a *two-thirds majority* of the RECIPIENT, it may, subject to the concurrence of the PROVIDER Board.
 - (1) Establish or modify performance criteria to measure the type and level of service, or;
 - (2) Alter or amend the type and level of service.
- (d) Ensure that staffing levels outlined in this Agreement are met by PROVIDER.
- (e) Review staffing levels to determine if staffing needs are appropriate.
- (f) Evaluate appeals of complaints or damages forwarded to them as provided by this Agreement or by the policies and procedures adopted by the RECIPIENT
- (g) Establish procedures for meetings, including the meeting agenda.
- (h) Provide guidance for a backup communications center to PROVIDER.
- (i) In cooperation/ coordination with the Radio shop, approve the radio and paging operational system, including all radio frequency/talk group uses, assignments, and licensing arrangements as deemed appropriate and request/make modifications or alterations consistent with the interests of all Members, as well as overall functionality of the system as a whole.

RECIPIENT may:

- (a) Develop a survey to receive feedback from the public on service delivery, provided that any such process developed shall be subject to the review and concurrence of the PROVIDER Board.
- (b) Create an operations committee or other working committees. All committees created by the RECIPIENT shall be subordinate to, and subject to the direction of the RECIPIENT.
- (c) Request staff assistance from PROVIDER.

The Fire Service Communications Advisory Board Members:

RECIPIENT will be comprised of a representative of each of the 15 fire agencies.

A quorum is comprised of at least eight (8) members to always include:

One (1) representative of each of the four (4) Members with the greatest average annual emergency incident volume over the last thirty six (36) months.

Four (4) additional votes from any of the remaining eleven (11) agencies. The four (4) Members with the greatest average volume of emergency incidents will serve three (3) year terms. The determination of the four (4) Members with the greatest average emergency incident volume will

be made by December 1 of each third (3rd) year so that representatives can be named for the next three (3) year term.

Unlimited consecutive terms may be served by a representative. If a position becomes vacant during the term, the position shall be filled as soon as possible and the remainder of the term fulfilled.

The representatives to the RECIPIENT shall be agency Fire Chiefs or their designees. Each designated representative shall name a person to act as his/her authorized designee/representative in case of absence or unavailability.

There shall be no more than one (1) representative from any one (1) Member.

Positions representing multiple Members shall be selected by those Members. The Chair of RECIPIENT shall solicit nominations for the at-large positions for sixty (60) days, and then administer their election, allowing thirty (30) days for the election process, to be completed and finalized by December 15 prior to the beginning January 1 date of the two (2)-year term for the elected representatives.

By *unanimous* consent of the RECIPIENT, the make-up of the RECIPIENT may be modified.

RECIPIENT Meetings:

RECIPIENT shall elect from among the Member agency representatives, by simple majority vote, a Chairperson. The election shall be held at the first meeting of the year, after the election of the at-large (two (2)-year term) representatives. The term of office for the chairperson shall be two (2) years.

The chair of the RECIPIENT will set the agenda for each meeting, provided that the PROVIDER Executive Director/Deputy Director may place any item on the agenda. Items may be placed on the agenda by any Member in accordance with adopted meeting procedures.

RECIPIENT shall meet regularly and will determine its own meeting schedule. The RECIPIENT may have telephonic meetings, however any action requiring a super majority affirmative vote shall require individual written/email verification of the vote by each member, to be sent to the Chair, within twenty four (24) hours of the vote.

Contracting Agency Responsibilities:

Member shall provide to PROVIDER, and regularly update as appropriate to maintain currency, the following:

- (a) A roster of command and staff personnel with telephone numbers and a list of station locations (addresses) and telephone numbers.
- (b) Individuals or groups needing unique paging codes.

- (c) Response configuration information identifying the number and sequence of units to be dispatched to incidents by geographical location. Inclusion of other agency resources shall be verified by written authorization from the other agency.
- (d) The level of response to be dispatched to various types of incidents.

Member shall, concur with, adopt, and comply with the policies and procedures established by the Fire Service Communications Advisory Board, and be subject to remedies prescribed by the Fire Service Communications Advisory Board for breach of policy or procedure.

Cooperative Development Requirements:

All Member agencies shall commit to the cooperative development, operations, and maintenance of the following as determined necessary by the RECIPIENT:

- (a) Public Safety GIS data base; and
- (b) Radio System Plan Member.

Systems or plans accepted and adopted by the RECIPIENT shall be subject to the acceptance of all Members, and shall be presented to them by the RECIPIENT for that action.

3. Radio Network devices and system support:

PROVIDER agrees to:

- Provide, manage, and support 24/7 emergency communications systems for first responders.
- Operate, maintain and upgrade communications tower sites.
- Maintain buildings, towers and antenna, radio equipment, microwave backhaul equipment, battery systems, generators, security equipment, and grounds for all facilities and systems.
- Provide, maintain, program, repair, and replace communications radios (portables and mobiles) for law enforcement and fire agencies. Approximately 4200 subscriber units in total.
- Operate, maintain and upgrade Microwave backhaul systems.
- Provide infrastructure backhaul for City of Spokane, Washington State Patrol (WSP), Kootenai County, and Stevens County emergency communications equipment.
- Provide backhaul of 911 phone circuits to the City of Cheney.

- Provide, maintain and upgrade the County Wide Paging System utilized by Spokane and Kootenai counties. This system is utilized as the primary and initial means of incident notification for all fire agencies responders.
- Provide and maintain Fire Station Alerting (FSA) system via the Motorola system to include basic trouble shooting analysis. Fire agencies are responsible for the installation and maintenance of FSA systems.
- Provide, maintain, and upgrade the radio and telephone recording system utilized by fire dispatch, law dispatch, and 911.
- Maintain communications systems, frequencies, licensing, and radio equipment in accordance with federal law under the Federal Communications Commission 47 C.F.R. Part 90.
- Provide, maintain and coordinate radio frequencies for all first responders within Spokane County.
- Facilitate and coordinate interoperability with multiple local, regional, state and federal agencies. This includes both law enforcement and fire. See exhibit A.
- Provide and maintain multi-band wide area radio systems for local, state, and national interoperability as directed by the Department of Homeland Security.
- Provide and maintain equipment for interoperability with the Department of Defense for disasters and national security.
- Operate Maintain and Upgrade 4.9GHz wireless system for city / county network backhaul.
- Provide microwave transport of Spokane City / Spokane County network to outlying Scope stations, fairgrounds, Spokane Parks, waste transfer stations, SCRAPS and Spokane County Fire District 9 fire stations.
- Provide communications equipment and support (including a technician for deployment as needed) for Department of Emergency Management Region 9. Includes Mobile Command Vehicle (MCV) and other vehicles deployed in the region.
- Provide, maintain, program, and repair dispatch consoles for the City of Spokane, Spokane County, City of Cheney, Spokane International Airport, City / County Jail, and Geiger Corrections.
- Provide, maintain, and repair regional law enforcement aircraft communications operated by the Spokane Sheriff Department. Coordinate multi-state communications.

- Provide equipment, maintain, repair, and support regional Emergency Alert System (EAS).
- Represent the region for the Federal Communications Commission National Public Safety Planning Advisory Committee (NPSPAC) Region 43.
- Provide and maintain emergency cache radios utilized for local and regional large incidents, emergencies, and planned events. This includes incidents such as large fires, ice storms, and windstorms, any other large scale natural disasters, Bloomsday, and HoopFest.
- Provide interoperability options to private agencies such as American Medical Response, hospitals, Gonzaga campus, power companies, etc.
- Provide and support communications for large events such as Bloomsday, Hoopfest, etc.
- Support the region with emergency mountain top communications equipment or staff in the event of a major communications failure.
- Coordinate with regional agencies to provide emergency communications in the event of radio system failure. This is reciprocal cooperation.
- Provide radio system and dispatch statistics.
- Adjust system and subscriber settings to maximize radio system capacity and efficiency.
- Monitor and advise on new technologies, equipment, and regulations (FirstNet, IP based radio, etc.).
- Provide guidance and technical service for interfaces to the radio system. This includes items such as CAD, Locution FSA, Geolocation, etc.
- Establish and provide for a backup communications center to PROVIDER primary center.



Agenda Sheet for City Council Meeting of:

3/27/2023

Date Rec'd	
Clerk's File #	OPR 2023-0301
Renews #	
Cross Ref #	
Project #	<u>2019148</u>
Bid #	
Requisition #	<u>CR 24675</u>

Submitting Dept	Engineering Services
Contact Name/Phone	Dan Buller / 625-6391
Contact E-Mail	Dbuller@spokanecity.org
Agenda Item Type	Contract
Agenda Item Name	0370 – Low Bid Award – COCHRAN CONTROL VAULT REBID (2019148) – DW

Agenda Wording

Low Bid of DW Excavating, Inc. of Davenport, WA for the Cochran Basin Stormwater Control Vault Rebid in the amount of \$7,307,265.00. An administrative reserve of \$730,726.50, which is 10% of the contract price, will be set aside.(Audubon/Downriver Council

Summary (Background)

On March 20, 2023 bids were opened for the above project. The low bid was from DW Excavating, Inc. in the amount of \$7,307,265.00, which is \$92,837.00 or 1.25% under the Engineer's Estimate; two other bids were received as follows: Halme Construction, Inc. - \$7,375,487.00 and Apollo, Inc. - \$7,493,800.60.

Include in Packets: Bid Tabulations

Fiscal Impact

Expense	\$ 7,307,265.00
Select	\$
Select	\$
Select	\$

Budget Account

#	4250-98817-94310-56501-14454
#	
#	
#	

Approvals

<u>Dept Head</u>	
<u>Division Director</u>	
<u>Finance</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
<u>Additional Approvals</u>	
<u>Purchasing</u>	

Council Notifications

<u>Study Session/Other</u>	PIES 11/28/22
<u>Council Sponsors</u>	Kinnear
<u>Distribution List</u>	
	ddaniels@spokanecity.org
	publicworksaccounting@spokanecity.org
	eraea@spokanecity.org
	kgoodman@spokanecity.org
	jgraff@spokanecity.org
	pyoung@spokanecity.org
	lars@dwexcavating.net

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	Cochran Basin Stormwater Projects
Summary (Background)	<ul style="list-style-type: none"> • This briefing paper is an update to the briefing paper submitted for the May 2022 PIES meeting which covered the same series of projects. • The Cochran storm drainage basin covers approximately 5,300 acres in NE Spokane, generally bounded on the west by Alberta St., on the north by Francis Ave. on the east by Market St. and on the south by Montgomery St. • Stormwater from this basin currently flows untreated to the Spokane River at the northwest end of the TJ Meenach Br. For several years the City has been seeking and has now acquired funding necessary to address this issue. • Engineering Services has formulated the series of projects shown on the attached exhibit which began last year, continued in 2022 and will wrap up in 2023. Those projects are described as follows: <ul style="list-style-type: none"> ○ Stormwater will be diverted from the river to three large treatment swales. The largest of the proposed will be at the disc golf course west of Downriver Golf Course. Following swale construction (which began this fall), the disc golf course will be restored and upgraded. ○ A second treatment swale area will be south of the existing parking lot at the NW end of the TJ Meenach bridge. That parking lot, which serves river rafters, will be expanded and upgraded. Work on this swale also began this fall. ○ To get the stormwater to the disc golf course treatment area, a pump station will be constructed at the SE corner of TJ Meenach & NW Blvd. That project, which will also reconstruct the north portion of TJ Meenach, will bid early this winter. ○ Water from the TJ Meenach pump station will be piped to the proposed swales at the disc golf course through a 30" diameter pipe in Cleveland Ave (project was finished this fall) and across Downriver Golf Course (project completed in 2021) and also to the proposed swales at the northwest end of the TJ Meenach Bridge through a new pipe in TJ Meenach Dr. (scheduled for 2023). ○ TJ Meenach Dr. will also be reconstructed from the bridge to Northwest Blvd. That project will include various utility work including replacement of the existing water main, installation of new/replacement stormwater mains, and installation of 2nd 60" diameter siphon beneath TJ Meenach which is one of the biggest utility pipes in the city. This project has already been bid and will start construction early in the 2023 construction season.

	<ul style="list-style-type: none"> ○ The connection of that secondary siphon to the existing 60” sewer main will be constructed in a separate project to be bid early this winter and be constructed in summer 2023. • Impacts vary by project. <ul style="list-style-type: none"> • The treatment swale construction at the disc golf will impact traffic minimally but will result closure of the course for the duration of construction. • The treatment swale construction at the northwest end of the TJ Meenach bridge will impact traffic minimally but will result in closure of that parking lot and associated river access for the duration of construction. • The pump station construction area is will be mostly outside the limits of TJ Meenach Dr. That portion that is within TJ Meenach will largely coincide with TJ Meenach street construction. • The project with the biggest public impact will be the TJ Meenach reconstruction and utility project which will require full closure of this important road. We will coordinate closely with the community college and structure the work in such a way that overall closure time is minimized. <p>These projects are largely funded with multiple state grants and loans which have various overlapping deadlines. The project timing indicated on the attached exhibit is designed to satisfy the required deadlines.</p>
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Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
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Fiscal Impact:
Total Cost:
Approved in current year budget? X Yes No N/A

Funding Source X One-time Recurring
Specify funding source: project funds (generally street or utility funds)

Expense Occurrence X One-time Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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

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

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

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

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

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



City of Spokane
PUBLIC WORKS CONTRACT
Title: **COCHRAN BASIN STORMWATER CONTROL VAULT**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **DW EXCAVATING, INC.**, whose address is 215 Park Street, Davenport, Washington 99122 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **COCHRAN BASIN STORMWATER CONTROL VAULT.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor’s completed bid proposal form, the Washington State Department of Transportation’s Standard Specifications for Road, Bridge and Municipal Construction 2022, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 shall apply.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule 1 for the actual quantities furnished for each bid item.

7. TAXES. Bid items in Schedule 1 will include sales tax.
8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR 2023-0301" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.
9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. WAGES. Contractor will comply with the Davis Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under

the Davis Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State 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 rate of wage for each classification of workers entitled to 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.

Under 40 USC 3702 of the Act, contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;

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

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract; shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
2. Each subcontractor which this chapter applies to is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

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

18. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during

employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

20. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City

Administrator, no later than five (5) business days after the assignment.

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

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

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

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

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

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

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

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

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

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

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

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

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

DW EXCAVATING, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Payment Bond
 - Performance Bond
 - Certification Regarding Debarment
 - Schedule 1
- 23-042

PAYMENT BOND

We, **DW EXCAVATING, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SEVEN MILLION THREE HUNDRED SEVEN THOUSAND TWO HUNDRED SIXTY FIVE AND NO/100 DOLLARS (\$7,307,265.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **COCHRAN BASIN STORMWATER CONTROL VAULT**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

DW EXCAVATING, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **DW EXCAVATING, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SEVEN MILLION THREE HUNDRED SEVEN THOUSAND TWO HUNDRED SIXTY FIVE AND NO/100 DOLLARS (\$7,307,265.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **COCHRAN BASIN STORMWATER CONTROL VAULT**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

DW EXCAVATING, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

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

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

1. The lower tier contractor 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)

SCHEDULE A-1***Tax Classification: Sales tax shall be included in unit prices***

ITEM NO.	ITEM DESCRIPTION	ESTI-MATED QUANTI-TIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 800.00	\$ 800.00
2	RECORD DRAWINGS	1.00 LS	\$ 10,000.00	\$ 10,000.00
3	APPRENTICE UTILIZATION	1.00 LS	\$ 32,000.00	\$ 32,000.00
4	REIMBURSEMENT OF THIRD PARTY DAM- AGE	1.00 EST	\$ 1.00	\$ 1.00
5	SPCC PLAN	1.00 LS	\$ 640.00	\$ 640.00
6	POTHOLING	10.00 EA	\$ 1,090.00	\$ 10,900.00
7	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 3,500.00	\$ 3,500.00
8	TYPE B PROGRESS SCHEDULE	1.00 LS	\$ 640.00	\$ 640.00
9	MOBILIZATION	1.00 LS	\$ 665,500.00	\$ 665,500.00
10	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 32,500.00	\$ 32,500.00
11	SEQUENTIAL ARROW SIGNS	2,000.00 HR	\$ 5.90	\$ 11,800.00
12	SPECIAL SIGNS	328.00 SF	\$ 13.00	\$ 4,264.00
13	TYPE III BARRICADE	20.00 EA	\$ 160.00	\$ 3,200.00
14	CLEARING AND GRUBBING	3,680.00 SY	\$ 5.50	\$ 20,240.00

15	TREE ROOT TREATMENT	2.00 EA	\$	800.00	\$	1,600.00
16	TREE PROTECTION ZONE	28.00 EA	\$	300.00	\$	8,400.00
17	REMOVE TREE, CLASS I	7.00 EA	\$	600.00	\$	4,200.00
18	REMOVE TREE, CLASS II	8.00 EA	\$	1,500.00	\$	12,000.00
19	REMOVE TREE, CLASS III	3.00 EA	\$	3,400.00	\$	10,200.00
20	REMOVE TREE, CLASS IV	2.00 EA	\$	4,900.00	\$	9,800.00
21	TREE PRUNING	16.00 EA	\$	1,900.00	\$	30,400.00
22	REMOVAL OF STRUCTURE AND OBSTRUCTION	20,000.00 FA	\$	1.00	\$	20,000.00
23	REMOVE EXISTING CURB	306.00 LF	\$	10.00	\$	3,060.00
24	REMOVE EXISTING CURB AND GUTTER	135.00 LF	\$	12.00	\$	1,620.00
25	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	127.00 SY	\$	45.00	\$	5,715.00
26	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	30.00 LF	\$	80.00	\$	2,400.00
27	SAWCUTTING CURB	17.00 EA	\$	27.00	\$	459.00
28	SAWCUTTING RIGID PAVEMENT	3,830.00 LFI	\$	1.00	\$	3,830.00
29	SAWCUTTING FLEXIBLE PAVEMENT	1,420.00 LFI	\$	0.50	\$	710.00
30	ROADWAY EXCAVATION INCL. HAUL	790.00 CY	\$	35.00	\$	27,650.00
31	REMOVE UNSUITABLE FOUNDATION MATERIAL	600.00 CY	\$	31.00	\$	18,600.00

32	REPLACE UNSUITABLE FOUNDATION MATERIAL	600.00 CY	\$	32.00	\$	19,200.00
33	GRANULAR BORROW INCL. HAUL	2,332.00 CY	\$	10.00	\$	23,320.00
34	PRE & POST CONSTRUCTION CONDITION SURVEY - COCHRAN PIT	1.00 LS	\$	7,700.00	\$	7,700.00
35	GRADING AND SHAPING - TJ MEENACH PARK	1.00 LS	\$	4,400.00	\$	4,400.00
36	DISPOSAL OF INERT FILL AND DEBRIS, INCL HAUL	900.00 CY	\$	32.00	\$	28,800.00
37	MATERIAL HAUL TO GRAHAM ROAD LAND-FILL	4,549.00 TON	\$	22.00	\$	100,078.00
38	SPECIAL/INDUSTRIAL WASTE	450.00 TON	\$	27.00	\$	12,150.00
39	HAZARDOUS MATERIAL	50.00 TON	\$	68.00	\$	3,400.00
40	HEALTH AND SAFETY PLAN	1.00 LS	\$	4,500.00	\$	4,500.00
41	PREPARATION OF UNTREATED ROADWAY	2,575.00 SY	\$	6.00	\$	15,450.00
42	STRUCTURE EXCAVATION CLASS A, INCL. HAUL - FLOW CONTROL VAULT	1,100.00 CY	\$	106.00	\$	116,600.00
43	STRUCTURE EXCAVATION CLASS A, INCL. HAUL - PUMP VAULTS	4,800.00 CY	\$	48.00	\$	230,400.00
44	Not Used	0.00 CY	\$	0.00	\$	0.00
45	SHORING OR EXTRA EXCAVATION CLASS A, INCL. HAUL - FLOW CONTROL VAULT	1.00 LS	\$	245,700.00	\$	245,700.00
46	SHORING OR EXTRA EXCAVATION CLASS A, INCL. HAUL - PUMP & VALVE VAULT	1.00 LS	\$	439,000.00	\$	439,000.00
47	SHORING OR EXTRA EXCAVATION CLASS A, INCL. HAUL - COCHRAN 48" CONSTRUCTION BYPASS PIPE	1.00 LS	\$	101,900.00	\$	101,900.00
48	FLEXIBLE POROUS PAVEMENT	120.00 SY	\$	57.00	\$	6,840.00

49	CRUSHED SURFACING TOP COURSE	140.00 CY	\$	60.00	\$	8,400.00
50	CRUSHED SURFACING BASE COURSE	230.00 CY	\$	60.00	\$	13,800.00
51	CSTC FOR SIDEWALK AND DRIVEWAYS	10.00 CY	\$	130.00	\$	1,300.00
52	REMOVE AND REPLACE CEMENT CON- CRETE PANEL	181.00 SY	\$	290.00	\$	52,490.00
53	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	1,225.00 SY	\$	24.00	\$	29,400.00
54	HMA CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	1,350.00 SY	\$	42.00	\$	56,700.00
55	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
56	COMPACTION PRICE ADJUSTMENT	1.00 EST	\$	4,840.00	\$	4,840.00
57	CONCRETE STRUCTURE - COCHRAN PIT MODIFICATION	1.00 LS	\$	97,200.00	\$	97,200.00
58	CONCRETE STRUCTURE - FLOW CONTROL VAULT	1.00 LS	\$	359,700.00	\$	359,700.00
59	CONCRETE STRUCTURE - PUMP AND VALVE VAULT	1.00 LS	\$	1,143,750.00	\$	1,143,750.00
60	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	10.00 LF	\$	130.00	\$	1,300.00
61	STORM SEWER PIPE 24 IN. DIA. (CITY FUR- NISH PIPE)	75.00 LF	\$	85.00	\$	6,375.00
62	STORM SEWER PIPE 36 IN. DIA. (CITY FUR- NISH PIPE)	110.00 LF	\$	84.00	\$	9,240.00
63	STORM SEWER PIPE 48 IN. DIA. (CITY FUR- NISH PIPE)	110.00 LF	\$	131.00	\$	14,410.00
64	STORM SEWER PIPE - HDPE FORCE MAIN 30 IN. DIA. (CITY FURNISH PIPE)	200.00 LF	\$	220.00	\$	44,000.00
65	STORM SEWER PIPE 12 IN. DIA.	55.00 LF	\$	125.00	\$	6,875.00

66	STORM SEWER FORCE MAIN HDPE PIPE, 30 IN. DIA.	30.00 LF	\$	1,350.00	\$	40,500.00
67	DUCTILE IRON STORM SEWER PIPE - FORCE MAIN 3 IN. DIA.	5.00 LF	\$	2,200.00	\$	11,000.00
68	DUCTILE IRON STORM SEWER PIPE - FORCE MAIN 6 IN. DIA.	20.00 LF	\$	360.00	\$	7,200.00
69	DUCTILE IRON STORM SEWER PIPE - FORCE MAIN 16 IN. DIA.	60.00 LF	\$	325.00	\$	19,500.00
70	DUCTILE IRON STORM SEWER PIPE - FORCE MAIN 30 IN. DIA.	30.00 LF	\$	2,400.00	\$	72,000.00
71	STORM SEWER PUMP STATION PIPING, VALVES AND FITTINGS	1.00 LS	\$	604,600.00	\$	604,600.00
72	MANHOLE - 72 IN.	1.00 EA	\$	13,000.00	\$	13,000.00
73	MANHOLE - 72 IN. SHALLOW	1.00 EA	\$	41,600.00	\$	41,600.00
74	CATCH BASIN TYPE 3	1.00 EA	\$	5,700.00	\$	5,700.00
75	MH OR DW FRAME AND COVER (LOCKABLE)	2.00 EA	\$	1,800.00	\$	3,600.00
76	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1.00 EA	\$	1,100.00	\$	1,100.00
77	CONNECT 12 IN. DIA. STORM FORCE MAIN PIPE TO EXISTING STORM PIPE	1.00 EA	\$	2,500.00	\$	2,500.00
78	CONNECT 24 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1.00 EA	\$	4,300.00	\$	4,300.00
79	CONNECT 48 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1.00 EA	\$	5,000.00	\$	5,000.00
80	CONNECT 48 IN. DIA. PIPE TO EXISTING STRUCTURE	1.00 EA	\$	3,800.00	\$	3,800.00
81	CONNECT 30 IN. DIA. STORM FORCE MAIN PIPE TO EXISTING STORM PIPE	1.00 EA	\$	7,700.00	\$	7,700.00
82	STORMWATER BYPASS - COCHRAN PIT	1.00 LS	\$	27,100.00	\$	27,100.00

83	CLEANING EXISTING DRAINAGE STRUCTURE	1.00 EA	\$	800.00	\$	800.00
84	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50.00 CY	\$	57.00	\$	2,850.00
85	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50.00 CY	\$	45.00	\$	2,250.00
86	TRENCH SAFETY SYSTEM	1.00 LS	\$	140,200.00	\$	140,200.00
87	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	31,000.00	\$	31,000.00
88	FLOW CONTROL DEVICES AND REGULATORS	1.00 LS	\$	470,000.00	\$	470,000.00
89	ESC LEAD	1.00 LS	\$	11,800.00	\$	11,800.00
90	INLET PROTECTION	6.00 EA	\$	97.00	\$	582.00
91	STABILIZED CONSTRUCTION ENTRANCE	140.00 SY	\$	34.00	\$	4,760.00
92	STREET CLEANING	300.00 HR	\$	170.00	\$	51,000.00
93	SILT FENCE	370.00 LF	\$	6.00	\$	2,220.00
94	EROSION/WATER POLLUTION CONTROL	1.00 LS	\$	4,500.00	\$	4,500.00
95	LANDSCAPING, TJ MEENACH PARK	1.00 LS	\$	54,300.00	\$	54,300.00
96	TOPSOIL TYPE A, 4 INCH THICK	3,800.00 SY	\$	9.00	\$	34,200.00
97	WEED SPRAYING AND CONTROL	3,800.00 SY	\$	0.35	\$	1,330.00
98	HYDROSEEDING	1,000.00 SY	\$	1.50	\$	1,500.00
99	SOD INSTALLATION	2,800.00 SY	\$	12.00	\$	33,600.00

100	2 INCH CALIPER DECIDUOUS TREE	7.00 EA	\$	750.00	\$	5,250.00
101	6 TO 8 FT. HEIGHT EVERGREEN TREE	5.00 EA	\$	760.00	\$	3,800.00
102	IRRIGATION SYSTEM, TEMPORARY	1.00 LS	\$	3,200.00	\$	3,200.00
103	IRRIGATION SYSTEM	1.00 LS	\$	50,700.00	\$	50,700.00
104	3 IN. PVC IRRIGATION SLEEVE	100.00 LF	\$	21.00	\$	2,100.00
105	CEMENT CONCRETE CURB	309.00 LF	\$	52.00	\$	16,068.00
106	CEMENT CONCRETE CURB AND GUTTER	135.00 LF	\$	70.00	\$	9,450.00
107	CEMENT CONCRETE DRIVEWAY	40.00 SY	\$	105.00	\$	4,200.00
108	CHANNELIZING DEVICES - TYPE 4	2.00 EA	\$	360.00	\$	720.00
109	TEMPORARY CONSTRUCTION FENCING WITH PRIVACY SCREEN	1,100.00 LF	\$	5.15	\$	5,665.00
110	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	7,000.00	\$	7,000.00
111	REFERENCE AND REESTABLISH SURVEY MONUMENT	1.00 EA	\$	750.00	\$	750.00
112	CEMENT CONCRETE SIDEWALK	92.00 SY	\$	76.00	\$	6,992.00
113	RAMP DETECTABLE WARNING	8.00 SF	\$	38.00	\$	304.00
114	COMMUNICATION CONDUIT SYSTEM	1.00 LS	\$	5,100.00	\$	5,100.00
115	COMMUNICATION CABLES AND INTER-FACES	1.00 LS	\$	54,100.00	\$	54,100.00
116	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1.00 LS	\$	3,000.00	\$	3,000.00

117	PAVEMENT MARKING - DURABLE HEAT APPLIED	163.00 SF	\$	13.00	\$	2,119.00
118	CONCRETE TRAFFIC ISLAND 24 IN. WIDE	89.00 LF	\$	81.00	\$	7,209.00
119	STORMWATER PUMPS AND SYSTEM	1.00 LS	\$	810,900.00	\$	810,900.00
120	PUMP STARTUP & TESTING	1.00 LS	\$	8,300.00	\$	8,300.00
121	ELECTRICAL SYSTEMS AND CONTROLS - PUMP STATION	1.00 LS	\$	367,900.00	\$	367,900.00
122	ELECTRICAL EQUIPMENT AND CONTROLS - DRGC POND	1.00 LS	\$	45,300.00	\$	45,300.00
123	PUMP SYSTEM LOGIC AND CONTROLS	1.00 EA	\$	4,200.00	\$	4,200.00
Schedule A-1 Subtotal					\$	<u>7,307,265.00</u>
Summary of Bid Items					Bid Total	\$ <u>7,307,265.00</u>

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number **2019148**

Project Description Cochran Basin Stormwater Control Vault

Original Date

3/20/2023 3:08:00 PM

Project Number: 2019148			Engineer's Estimate		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		APOLLO, INC. (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Tax Classification										
Schedule 01										
Sales tax shall be included in unit prices										
1	ADA FEATURES SURVEYING	1 LS	2,000.00	2,000.00	800.00	\$800.00	850.00	\$850.00	2,000.00	\$2,000.00
2	RECORD DRAWINGS	1 LS	10,000.00	10,000.00	10,000.00	\$10,000.00	10,000.00	\$10,000.00	10,000.00	\$10,000.00
3	APPRENTICE UTILIZATION	1 LS	12,000.00	12,000.00	32,000.00	\$32,000.00	11,000.00	\$11,000.00	1,000.00	\$1,000.00
4	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
5	SPCC PLAN	1 LS	1,500.00	1,500.00	640.00	\$640.00	550.00	\$550.00	1,000.00	\$1,000.00
6	POTHOLING	10 EA	600.00	6,000.00	1,090.00	\$10,900.00	560.00	\$5,600.00	750.00	\$7,500.00
7	PUBLIC LIAISON REPRESENTATIVE	1 LS	6,000.00	6,000.00	3,500.00	\$3,500.00	12,500.00	\$12,500.00	5,000.00	\$5,000.00
8	TYPE B PROGRESS SCHEDULE	1 LS	5,000.00	5,000.00	640.00	\$640.00	9,000.00	\$9,000.00	5,000.00	\$5,000.00
9	MOBILIZATION	1 LS	548,156.00	548,156.00	665,500.00	\$665,500.00	737,000.00	\$737,000.00	728,000.00	\$728,000.00
10	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	50,000.00	50,000.00	32,500.00	\$32,500.00	36,000.00	\$36,000.00	36,000.00	\$36,000.00
11	SEQUENTIAL ARROW SIGNS	2000 HR	12.00	24,000.00	5.90	\$11,800.00	3.10	\$6,200.00	4.42	\$8,840.00
12	SPECIAL SIGNS	328 SF	30.00	9,840.00	13.00	\$4,264.00	28.50	\$9,348.00	22.00	\$7,216.00
13	TYPE III BARRICADE	20 EA	75.00	1,500.00	160.00	\$3,200.00	72.50	\$1,450.00	386.00	\$7,720.00
14	CLEARING AND GRUBBING	3680 SY	4.00	14,720.00	5.50	\$20,240.00	4.50	\$16,560.00	9.65	\$35,512.00
15	TREE ROOT TREATMENT	2 EA	800.00	1,600.00	800.00	\$1,600.00	850.00	\$1,700.00	828.00	\$1,656.00
16	TREE PROTECTION ZONE	28 EA	200.00	5,600.00	300.00	\$8,400.00	310.00	\$8,680.00	303.00	\$8,484.00
17	REMOVE TREE, CLASS I	7 EA	900.00	6,300.00	600.00	\$4,200.00	635.00	\$4,445.00	618.00	\$4,326.00
18	REMOVE TREE, CLASS II	8 EA	1,200.00	9,600.00	1,500.00	\$12,000.00	1,500.00	\$12,000.00	1,490.00	\$11,920.00
19	REMOVE TREE, CLASS III	3 EA	2,500.00	7,500.00	3,400.00	\$10,200.00	3,500.00	\$10,500.00	3,422.00	\$10,266.00
20	REMOVE TREE, CLASS IV	2 EA	5,200.00	10,400.00	4,900.00	\$9,800.00	5,100.00	\$10,200.00	4,967.00	\$9,934.00
21	TREE PRUNING	16 EA	1,200.00	19,200.00	1,900.00	\$30,400.00	1,900.00	\$30,400.00	1,932.00	\$30,912.00
22	REMOVAL OF STRUCTURE AND OBSTRUCTION	20000 FA	1.00	20,000.00	1.00	\$20,000.00	1.00	\$20,000.00	1.00	\$20,000.00

Rebid rec'd 3-22-23

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2019148</i>			<i>Engineer's Estimate</i>		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		APOLLO, INC. (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
23	REMOVE EXISTING CURB	306 LF	10.00	3,060.00	10.00	\$3,060.00	13.00	\$3,978.00	7.00	\$2,142.00
24	REMOVE EXISTING CURB AND GUTTER	135 LF	11.00	1,485.00	12.00	\$1,620.00	13.00	\$1,755.00	8.00	\$1,080.00
25	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	127 SY	12.00	1,524.00	45.00	\$5,715.00	21.00	\$2,667.00	14.00	\$1,778.00
26	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	30 LF	16.00	480.00	80.00	\$2,400.00	9.50	\$285.00	145.00	\$4,350.00
27	SAWCUTTING CURB	17 EA	40.00	680.00	27.00	\$459.00	30.00	\$510.00	39.00	\$663.00
28	SAWCUTTING RIGID PAVEMENT	3830 LFI	2.00	7,660.00	1.00	\$3,830.00	0.80	\$3,064.00	1.00	\$3,830.00
29	SAWCUTTING FLEXIBLE PAVEMENT	1420 LFI	1.00	1,420.00	0.50	\$710.00	0.50	\$710.00	0.55	\$781.00
30	ROADWAY EXCAVATION INCL. HAUL	790 CY	35.00	27,650.00	35.00	\$27,650.00	25.00	\$19,750.00	33.90	\$26,781.00
31	REMOVE UNSUITABLE FOUNDATION MATERIAL	600 CY	30.00	18,000.00	31.00	\$18,600.00	30.00	\$18,000.00	27.90	\$16,740.00
32	REPLACE UNSUITABLE FOUNDATION MATERIAL	600 CY	45.00	27,000.00	32.00	\$19,200.00	46.00	\$27,600.00	45.30	\$27,180.00
33	GRANULAR BORROW INCL. HAUL	2332 CY	26.00	60,632.00	10.00	\$23,320.00	12.00	\$27,984.00	47.70	\$111,236.40
34	PRE & POST CONSTRUCTION CONDITION SURVEY - COCHRAN PIT	1 LS	15,000.00	15,000.00	7,700.00	\$7,700.00	22,000.00	\$22,000.00	41,000.00	\$41,000.00
35	GRADING AND SHAPING - TJ MEENACH PARK	1 LS	9,000.00	9,000.00	4,400.00	\$4,400.00	8,500.00	\$8,500.00	15,500.00	\$15,500.00
36	DISPOSAL OF INERT FILL AND DEBRIS, INCL HAUL	900 CY	60.00	54,000.00	32.00	\$28,800.00	32.00	\$28,800.00	20.30	\$18,270.00
37	MATERIAL HAUL TO GRAHAM ROAD LANDFILL	4549 TON	50.00	227,450.00	22.00	\$100,078.00	17.00	\$77,333.00	20.30	\$92,344.70
38	SPECIAL/INDUSTRIAL WASTE	450 TON	165.00	74,250.00	27.00	\$12,150.00	33.00	\$14,850.00	86.90	\$39,105.00
39	HAZARDOUS MATERIAL	50 TON	300.00	15,000.00	68.00	\$3,400.00	200.00	\$10,000.00	193.00	\$9,650.00
40	HEALTH AND SAFETY PLAN	1 LS	12,000.00	12,000.00	4,500.00	\$4,500.00	31,000.00	\$31,000.00	5,000.00	\$5,000.00
41	PREPARATION OF UNTREATED ROADWAY	2575 SY	5.00	12,875.00	6.00	\$15,450.00	6.50	\$16,737.50	3.00	\$7,725.00
42	STRUCTURE EXCAVATION CLASS A, INCL. HAUL - FLOW CONTROL VAULT	1100 CY	37.00	40,700.00	106.00	\$116,600.00	44.50	\$48,950.00	87.00	\$95,700.00

Rebid rec'd 3-22-23

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number: 2019148			Engineer's Estimate		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		APOLLO, INC. (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
43	STRUCTURE EXCAVATION CLASS A, INCL. HAUL - PUMP VAULTS	4800 CY	37.00	177,600.00	48.00	\$230,400.00	41.50	\$199,200.00	56.60	\$271,680.00
44	Not Used	0 CY	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
45	SHORING OR EXTRA EXCAVATION CLASS A, INCL. HAUL - FLOW CONTROL VAULT	1 LS	332,000.00	332,000.00	245,700.00	\$245,700.00	398,000.00	\$398,000.00	248,000.00	\$248,000.00
46	SHORING OR EXTRA EXCAVATION CLASS A, INCL. HAUL - PUMP & VALVE VAULT	1 LS	920,000.00	920,000.00	439,000.00	\$439,000.00	522,000.00	\$522,000.00	725,714.00	\$725,714.00
47	SHORING OR EXTRA EXCAVATION CLASS A, INCL. HAUL - COCHRAN 48" CONSTRUCTION BYPASS PIPE	1 LS	90,000.00	90,000.00	101,900.00	\$101,900.00	44,000.00	\$44,000.00	50,000.00	\$50,000.00
48	FLEXIBLE POROUS PAVEMENT	120 SY	30.00	3,600.00	57.00	\$6,840.00	70.00	\$8,400.00	70.00	\$8,400.00
49	CRUSHED SURFACING TOP COURSE	140 CY	65.00	9,100.00	60.00	\$8,400.00	65.00	\$9,100.00	62.00	\$8,680.00
50	CRUSHED SURFACING BASE COURSE	230 CY	55.00	12,650.00	60.00	\$13,800.00	70.00	\$16,100.00	57.00	\$13,110.00
51	CSTC FOR SIDEWALK AND DRIVEWAYS	10 CY	210.00	2,100.00	130.00	\$1,300.00	372.00	\$3,720.00	157.00	\$1,570.00
52	REMOVE AND REPLACE CEMENT CONCRETE PANEL	181 SY	450.00	81,450.00	290.00	\$52,490.00	335.00	\$60,635.00	276.00	\$49,956.00
53	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	1225 SY	25.00	30,625.00	24.00	\$29,400.00	24.00	\$29,400.00	23.74	\$29,081.50
54	HMA CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	1350 SY	50.00	67,500.00	42.00	\$56,700.00	45.00	\$60,750.00	42.78	\$57,753.00
55	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
56	COMPACTION PRICE ADJUSTMENT	1 EST	4,840.00	4,840.00	4,840.00	\$4,840.00	4,840.00	\$4,840.00	4,840.00	\$4,840.00
57	CONCRETE STRUCTURE - COCHRAN PIT MODIFICATION	1 LS	90,000.00	90,000.00	97,200.00	\$97,200.00	95,000.00	\$95,000.00	87,000.00	\$87,000.00
58	CONCRETE STRUCTURE - FLOW CONTROL VAULT	1 LS	450,000.00	450,000.00	359,700.00	\$359,700.00	622,000.00	\$622,000.00	494,000.00	\$494,000.00
59	CONCRETE STRUCTURE - PUMP AND VALVE VAULT	1 LS	1,082,000.00	1,082,000.00	1,143,750.00	\$1,143,750.00	1,146,000.00	\$1,146,000.00	1,265,000.00	\$1,265,000.00

Rebid rec'd 3-22-23

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number: 2019148			Engineer's Estimate		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		APOLLO, INC. (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
60	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	10 LF	145.00	1,450.00	130.00	\$1,300.00	140.00	\$1,400.00	147.00	\$1,470.00
61	STORM SEWER PIPE 24 IN. DIA. (CITY FURNISH PIPE)	75 LF	110.00	8,250.00	85.00	\$6,375.00	155.00	\$11,625.00	377.00	\$28,275.00
62	STORM SEWER PIPE 36 IN. DIA. (CITY FURNISH PIPE)	110 LF	160.00	17,600.00	84.00	\$9,240.00	530.00	\$58,300.00	475.00	\$52,250.00
63	STORM SEWER PIPE 48 IN. DIA. (CITY FURNISH PIPE)	110 LF	180.00	19,800.00	131.00	\$14,410.00	190.00	\$20,900.00	482.00	\$53,020.00
64	STORM SEWER PIPE - HDPE FORCE MAIN 30 IN. DIA. (CITY FURNISH PIPE)	200 LF	160.00	32,000.00	220.00	\$44,000.00	215.00	\$43,000.00	131.00	\$26,200.00
65	STORM SEWER PIPE 12 IN. DIA.	55 LF	120.00	6,600.00	125.00	\$6,875.00	125.00	\$6,875.00	180.00	\$9,900.00
66	STORM SEWER FORCE MAIN HDPE PIPE, 30 IN. DIA.	30 LF	900.00	27,000.00	1,350.00	\$40,500.00	990.00	\$29,700.00	904.00	\$27,120.00
67	DUCTILE IRON STORM SEWER PIPE - FORCE MAIN 3 IN. DIA.	5 LF	150.00	750.00	2,200.00	\$11,000.00	1,415.00	\$7,075.00	1,634.00	\$8,170.00
68	DUCTILE IRON STORM SEWER PIPE - FORCE MAIN 6 IN. DIA.	20 LF	320.00	6,400.00	360.00	\$7,200.00	450.00	\$9,000.00	370.00	\$7,400.00
69	DUCTILE IRON STORM SEWER PIPE - FORCE MAIN 16 IN. DIA.	60 LF	330.00	19,800.00	325.00	\$19,500.00	300.00	\$18,000.00	351.00	\$21,060.00
70	DUCTILE IRON STORM SEWER PIPE - FORCE MAIN 30 IN. DIA.	30 LF	2,080.00	62,400.00	2,400.00	\$72,000.00	2,000.00	\$60,000.00	2,194.00	\$65,820.00
71	STORM SEWER PUMP STATION PIPING, VALVES AND FITTINGS	1 LS	280,000.00	280,000.00	604,600.00	\$604,600.00	530,000.00	\$530,000.00	396,000.00	\$396,000.00
72	MANHOLE - 72 IN.	1 EA	12,400.00	12,400.00	13,000.00	\$13,000.00	9,100.00	\$9,100.00	9,800.00	\$9,800.00
73	MANHOLE - 72 IN. SHALLOW	1 EA	32,000.00	32,000.00	41,600.00	\$41,600.00	45,000.00	\$45,000.00	41,950.00	\$41,950.00
74	CATCH BASIN TYPE 3	1 EA	5,000.00	5,000.00	5,700.00	\$5,700.00	2,700.00	\$2,700.00	3,415.00	\$3,415.00
75	MH OR DW FRAME AND COVER (LOCKABLE)	2 EA	1,800.00	3,600.00	1,800.00	\$3,600.00	1,500.00	\$3,000.00	970.00	\$1,940.00
76	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1 EA	750.00	750.00	1,100.00	\$1,100.00	640.00	\$640.00	830.00	\$830.00
77	CONNECT 12 IN. DIA. STORM FORCE MAIN PIPE TO EXISTING STORM PIPE	1 EA	900.00	900.00	2,500.00	\$2,500.00	550.00	\$550.00	1,718.00	\$1,718.00

Rebid rec'd 3-22-23

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2019148</i>			<i>Engineer's Estimate</i>		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		APOLLO, INC. (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
78	CONNECT 24 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1 EA	2,000.00	2,000.00	4,300.00	\$4,300.00	4,500.00	\$4,500.00	3,533.00	\$3,533.00
79	CONNECT 48 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1 EA	4,000.00	4,000.00	5,000.00	\$5,000.00	4,500.00	\$4,500.00	4,219.00	\$4,219.00
80	CONNECT 48 IN. DIA. PIPE TO EXISTING STRUCTURE	1 EA	7,500.00	7,500.00	3,800.00	\$3,800.00	4,500.00	\$4,500.00	7,310.00	\$7,310.00
81	CONNECT 30 IN. DIA. STORM FORCE MAIN PIPE TO EXISTING STORM PIPE	1 EA	3,200.00	3,200.00	7,700.00	\$7,700.00	4,500.00	\$4,500.00	4,422.00	\$4,422.00
82	STORMWATER BYPASS - COCHRAN PIT	1 LS	45,400.00	45,400.00	27,100.00	\$27,100.00	38,000.00	\$38,000.00	116,000.00	\$116,000.00
83	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	700.00	700.00	800.00	\$800.00	2,800.00	\$2,800.00	824.00	\$824.00
84	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	40.00	2,000.00	57.00	\$2,850.00	30.00	\$1,500.00	24.30	\$1,215.00
85	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	50.00	2,500.00	45.00	\$2,250.00	30.00	\$1,500.00	36.10	\$1,805.00
86	TRENCH SAFETY SYSTEM	1 LS	21,200.00	21,200.00	140,200.00	\$140,200.00	11,000.00	\$11,000.00	22,000.00	\$22,000.00
87	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	20,000.00	20,000.00	31,000.00	\$31,000.00	28,500.00	\$28,500.00	30,000.00	\$30,000.00
88	FLOW CONTROL DEVICES AND REGULATORS	1 LS	149,000.00	149,000.00	470,000.00	\$470,000.00	145,000.00	\$145,000.00	132,000.00	\$132,000.00
89	ESC LEAD	1 LS	5,000.00	5,000.00	11,800.00	\$11,800.00	565.00	\$565.00	2,400.00	\$2,400.00
90	INLET PROTECTION	6 EA	110.00	660.00	97.00	\$582.00	305.00	\$1,830.00	115.00	\$690.00
91	STABILIZED CONSTRUCTION ENTRANCE	140 SY	50.00	7,000.00	34.00	\$4,760.00	70.00	\$9,800.00	22.00	\$3,080.00
92	STREET CLEANING	300 HR	260.00	78,000.00	170.00	\$51,000.00	150.00	\$45,000.00	129.00	\$38,700.00
93	SILT FENCE	370 LF	6.00	2,220.00	6.00	\$2,220.00	5.00	\$1,850.00	5.30	\$1,961.00
94	EROSION/WATER POLLUTION CONTROL	1 LS	8,000.00	8,000.00	4,500.00	\$4,500.00	11,200.00	\$11,200.00	22,000.00	\$22,000.00
95	LANDSCAPING, TJ MEENACH PARK	1 LS	52,000.00	52,000.00	54,300.00	\$54,300.00	57,000.00	\$57,000.00	55,000.00	\$55,000.00
96	TOPSOIL TYPE A, 4 INCH THICK	3800 SY	10.00	38,000.00	9.00	\$34,200.00	8.90	\$33,820.00	8.70	\$33,060.00
97	WEED SPRAYING AND CONTROL	3800 SY	4.00	15,200.00	0.35	\$1,330.00	0.40	\$1,520.00	0.35	\$1,330.00
98	HYDROSEEDING	1000 SY	6.00	6,000.00	1.50	\$1,500.00	1.50	\$1,500.00	1.49	\$1,490.00

Rebid rec'd 3-22-23

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number: 2019148			Engineer's Estimate		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		APOLLO, INC. (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
99	SOD INSTALLATION	2800 SY	20.00	56,000.00	12.00	\$33,600.00	12.50	\$35,000.00	12.00	\$33,600.00
100	2 INCH CALIPER DECIDUOUS TREE	7 EA	650.00	4,550.00	750.00	\$5,250.00	780.00	\$5,460.00	762.00	\$5,334.00
101	6 TO 8 FT. HEIGHT EVERGREEN TREE	5 EA	650.00	3,250.00	760.00	\$3,800.00	800.00	\$4,000.00	778.00	\$3,890.00
102	IRRIGATION SYSTEM, TEMPORARY	1 LS	4,000.00	4,000.00	3,200.00	\$3,200.00	3,000.00	\$3,000.00	3,257.00	\$3,257.00
103	IRRIGATION SYSTEM	1 LS	45,000.00	45,000.00	50,700.00	\$50,700.00	51,000.00	\$51,000.00	51,700.00	\$51,700.00
104	3 IN. PVC IRRIGATION SLEEVE	100 LF	25.00	2,500.00	21.00	\$2,100.00	28.00	\$2,800.00	5.50	\$550.00
105	CEMENT CONCRETE CURB	309 LF	35.00	10,815.00	52.00	\$16,068.00	53.00	\$16,377.00	49.00	\$15,141.00
106	CEMENT CONCRETE CURB AND GUTTER	135 LF	35.00	4,725.00	70.00	\$9,450.00	66.50	\$8,977.50	62.00	\$8,370.00
107	CEMENT CONCRETE DRIVEWAY	40 SY	110.00	4,400.00	105.00	\$4,200.00	155.00	\$6,200.00	102.00	\$4,080.00
108	CHANNELIZING DEVICES - TYPE 4	2 EA	400.00	800.00	360.00	\$720.00	460.00	\$920.00	452.00	\$904.00
109	TEMPORARY CONSTRUCTION FENCING WITH PRIVACY SCREEN	1100 LF	38.00	41,800.00	5.15	\$5,665.00	15.50	\$17,050.00	16.56	\$18,216.00
110	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	2,000.00	2,000.00	7,000.00	\$7,000.00	7,000.00	\$7,000.00	600.00	\$600.00
111	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	800.00	800.00	750.00	\$750.00	850.00	\$850.00	730.00	\$730.00
112	CEMENT CONCRETE SIDEWALK	92 SY	100.00	9,200.00	76.00	\$6,992.00	105.00	\$9,660.00	94.00	\$8,648.00
113	RAMP DETECTABLE WARNING	8 SF	35.00	280.00	38.00	\$304.00	40.00	\$320.00	39.00	\$312.00
114	COMMUNICATION CONDUIT SYSTEM	1 LS	58,000.00	58,000.00	5,100.00	\$5,100.00	80,000.00	\$80,000.00	64,000.00	\$64,000.00
115	COMMUNICATION CABLES AND INTERFACES	1 LS	32,000.00	32,000.00	54,100.00	\$54,100.00	37,000.00	\$37,000.00	35,000.00	\$35,000.00
116	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	2,000.00	2,000.00	3,000.00	\$3,000.00	3,500.00	\$3,500.00	3,572.00	\$3,572.00
117	PAVEMENT MARKING - DURABLE HEAT APPLIED	163 SF	15.00	2,445.00	13.00	\$2,119.00	12.00	\$1,956.00	11.00	\$1,793.00

Rebid rec'd 3-22-23

City Of Spokane
Engineering Services Department
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<i>Project Number: 2019148</i>			<i>Engineer's Estimate</i>		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		APOLLO, INC. (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
118	CONCRETE TRAFFIC ISLAND 24 IN. WIDE	89 LF	90.00	8,010.00	81.00	\$7,209.00	85.00	\$7,565.00	100.00	\$8,900.00
119	STORMWATER PUMPS AND SYSTEM	1 LS	730,000.00	730,000.00	810,900.0 0	\$810,900.00	733,000.0 0	\$733,000.00	711,000.0 0	\$711,000.00
120	PUMP STARTUP & TESTING	1 LS	45,000.00	45,000.00	8,300.00	\$8,300.00	10,000.00	\$10,000.00	11,900.00	\$11,900.00
121	ELECTRICAL SYSTEMS AND CONTROLS - PUMP STATION	1 LS	450,000.00	450,000.00	367,900.0 0	\$367,900.00	425,000.0 0	\$425,000.00	376,000.0 0	\$376,000.00
122	ELECTRICAL EQUIPMENT AND CONTROLS - DRGC POND	1 LS	62,000.00	62,000.00	45,300.00	\$45,300.00	36,000.00	\$36,000.00	32,000.00	\$32,000.00
123	PUMP SYSTEM LOGIC AND CONTROLS	1 EA	80,000.00	80,000.00	4,200.00	\$4,200.00	68,000.00	\$68,000.00	67,000.00	\$67,000.00
Bid Total			\$7,400,102.00		\$7,307,265.00		\$7,375,487.00		\$7,493,800.60	

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	7,400,102.00	0.00	0.00	0.00	7,400,102.00
DW EXCAVATING INC (Submitted)	7,307,265.00	0.00	0.00	0.00	7,307,265.00
HALME CONSTRUCTION INC (Submitted)	7,375,487.00	0.00	0.00	0.00	7,375,487.00
APOLLO, INC. (Submitted)	7,493,800.60	0.00	0.00	0.00	7,493,800.60

Low Bid Contractor: DW EXCAVATING INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	7,307,265.00	7,400,102.00	1.25 % Under Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	<hr/> 7,307,265.00	<hr/> 7,400,102.00	<hr/> 1.25 % Under Estimate



Agenda Sheet for City Council Meeting of:

03/27/2023

<u>Date Rec'd</u>	3/14/2023
<u>Clerk's File #</u>	OPR 2023-0339
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 6391	<u>Project #</u>	2018106
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR#24741
<u>Agenda Item Name</u>	0370 - LOW BID AWARD - MARSHALL ROAD TRANSMISSION PHASE 1 - DW EXCAVATING		

Agenda Wording

Low Bid of DW Excavating Inc. of (Davenport, WA) for the Marshall Road Transmission - Phase 1 project in the amount of \$3,001,000.00 plus tax. An administrative reserve of \$300,100.00 plus tax, which is 10% of the contract, will be set aside.

Summary (Background)

On March 13, 2023, bids were opened for the above project. The low bid was from DW Excavating, Inc., in the amount of \$3,001,000.00, which is \$37.45% under the Engineer's Estimate; 6 other bids were received as follows: N.A. Degerstrom \$3,318,033.00; Halme Construction Inc. \$3,401,712.20; Corridor Contractors \$3,766,129.08; Big Sky ID Corp. \$4,014,615.00; Inland Infrastructure LLC \$4,051,229.00; and Red Diamond Construction Inc. \$4,365,389.62. Grandview-Thorpe/Latah-Hangman Neighborhood Councils

Lease? NO	Grant related? NO	Public Works? YES
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 3,001,000.00	# 4250-42300-94340-56501-15771
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BULLER, DAN	<u>Study Session\Other</u>	PIES 11/28/22
<u>Division Director</u>	MILLER, KATHERINE E	<u>Council Sponsor</u>	Kinnear
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	BEATTIE, LAUREN	eraea@spokanecity.org	
<u>For the Mayor</u>	PERKINS, JOHNNIE	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>		kgoodman@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	htrautman@spokanecity.org	
		ddaniels@spokanecity.org	
		jgraff@spokanecity.org	
		Derrek Wilson - Lars@dwexcavating.net	

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.

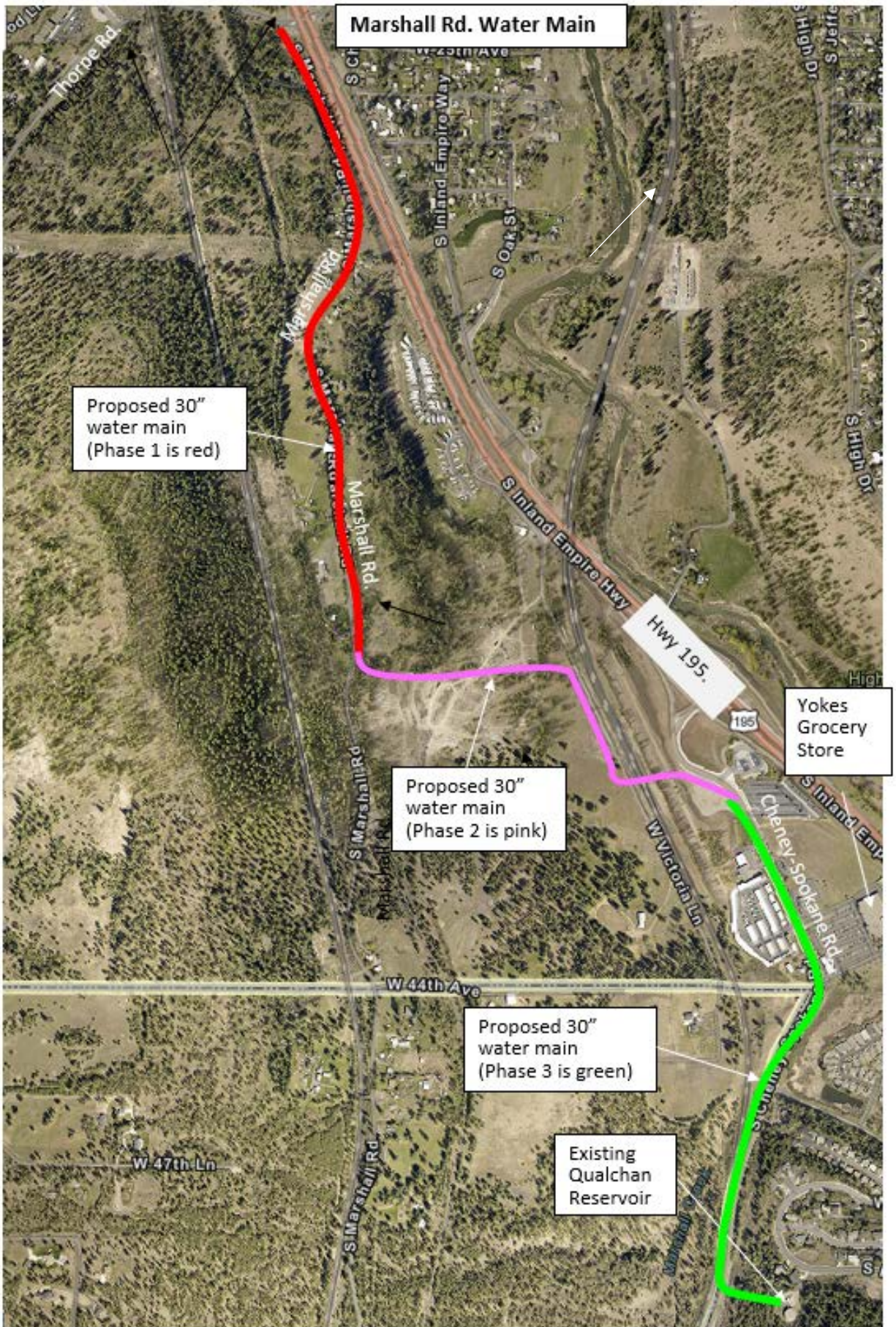
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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





City of Spokane
PUBLIC WORKS CONTRACT
Title: **MARSHALL ROAD
TRANSMISSION MAIN -PHASE 1**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **DW EXCAVATING, INC.**, whose address is 215 Park Street, Davenport, Washington 99122 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **MARSHALL ROAD TRANSMISSION MAIN -PHASE 1**.
2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor’s completed bid proposal form, the Washington State Department of Transportation’s Standard Specifications for Road, Bridge and Municipal Construction 2022, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2018106 shall apply.
3. TIME OF PERFORMANCE. The time of performance of the Contract shall be in accordance with the contract documents.
4. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.
5. TERMINATION. Either party may terminate this Contract in accordance with the contract documents.
6. COMPENSATION. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedules A-1 and A-3 for the actual quantities furnished for each bid item at a pre-tax total cost not to exceed \$3,001,000.00.

7. TAXES. Bid items in Schedule A-1 will include sales tax. Bid items in Schedule A-3 shall not include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

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

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

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

13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the

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

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract; shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
2. Each subcontractor which this chapter applies to is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

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

18. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the delay.

32. CLEAN AIR ACT.

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

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

DW EXCAVATING, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Payment Bond
 - Performance Bond
 - Certification Regarding Debarment
 - Schedules A-1 and A-3
- 23-053

PAYMENT BOND

We, **DW EXCAVATING, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION ONE THOUSAND AND NO/100 DOLLARS (\$3,001,000.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **MARSHALL ROAD TRANSMISSION MAIN -PHASE 1**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

DW EXCAVATING, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **DW EXCAVATING, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION ONE THOUSAND AND NO/100 DOLLARS (\$3,001,000.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **MARSHALL ROAD TRANSMISSION MAIN -PHASE 1**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

DW EXCAVATING, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

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

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

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

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

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

4. I understand that a false statement of this certification may be grounds for termination of the contract.

<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)

SCHEDULE A-1
Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	APPRENTICE UTILIZATION	1.00 LS	\$ 18,000.00	\$ 18,000.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
3	SPCC PLAN	1.00 LS	\$ 650.00	\$ 650.00
4	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 3,500.00	\$ 3,500.00
5	MOBILIZATION	1.00 LS	\$ 262,023.00	\$ 262,023.00
6	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 29,800.00	\$ 29,800.00
7	SPECIAL SIGNS	416.00 SF	\$ 16.00	\$ 6,656.00
8	TYPE III BARRICADE	16.00 EA	\$ 105.00	\$ 1,680.00
9	CLEARING AND GRUBBING	1.00 LS	\$ 11,000.00	\$ 11,000.00
10	TREE ROOT TREATMENT	32.00 EA	\$ 800.00	\$ 25,600.00
11	TREE PROTECTION ZONE	18.00 EA	\$ 240.00	\$ 4,320.00
12	REMOVE TREE, CLASS I	5.00 EA	\$ 700.00	\$ 3,500.00
13	REMOVE TREE, CLASS II	7.00 EA	\$ 1,600.00	\$ 11,200.00

14	REMOVE TREE, CLASS III	1.00 EA	\$	2,700.00	\$	2,700.00
15	REMOVE TREE, CLASS IV	1.00 EA	\$	6,500.00	\$	6,500.00
16	TREE PRUNING	141.00 EA	\$	200.00	\$	28,200.00
17	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	26,000.00	\$	26,000.00
18	SAWCUTTING FLEXIBLE PAVEMENT	655.00 LFI	\$	0.40	\$	262.00
19	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1.00 EA	\$	1,000.00	\$	1,000.00
20	ABANDON VALVE BOX	1.00 EA	\$	500.00	\$	500.00
21	ROADWAY EXCAVATION INCL. HAUL	1,414.00 CY	\$	45.00	\$	63,630.00
22	REMOVE UNSUITABLE FOUNDATION MATERIAL	50.00 CY	\$	44.00	\$	2,200.00
23	REPLACE UNSUITABLE FOUNDATION MATERIAL	50.00 CY	\$	36.00	\$	1,800.00
24	PREPARATION OF UNTREATED ROADWAY	11,586.00 SY	\$	2.40	\$	27,806.40
25	CONTROLLED DENSITY FILL	10.00 CY	\$	250.00	\$	2,500.00
26	CRUSHED SURFACING TOP COURSE	1,345.00 CY	\$	70.00	\$	94,150.00
27	CRUSHED SURFACING BASE COURSE	155.00 CY	\$	72.00	\$	11,160.00
28	CSTC FOR SIDEWALK AND DRIVEWAYS	145.00 CY	\$	110.00	\$	15,950.00
29	DUST CONTROL	7,566.00 SY	\$	1.50	\$	11,349.00

30	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	2,910.00 SY	\$	18.00	\$	52,380.00
31	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 5 INCH THICK	1,110.00 SY	\$	34.00	\$	37,740.00
32	COMMERCIAL HMA FOR TRANSITION, 3 INCH THICK	20.00 SY	\$	105.00	\$	2,100.00
33	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
34	COMPACTION PRICE ADJUSTMENT	1.00 EST	\$	3,492.00	\$	3,492.00
35	ESC LEAD	1.00 LS	\$	0.00	\$	0.00
36	SILT FENCE	500.00 LF	\$	6.00	\$	3,000.00
37	TEMPORARY SEEDING	3,954.00 SY	\$	0.60	\$	2,372.40
38	TOPSOIL TYPE A, 2 INCH THICK	3,954.00 SY	\$	4.50	\$	17,793.00
39	HYDROSEEDING	3,954.00 SY	\$	0.80	\$	3,163.20
40	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	6,400.00	\$	6,400.00
41	REFERENCE AND REESTABLISH SURVEY MONUMENT	1.00 EA	\$	700.00	\$	700.00
42	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1.00 LS	\$	4,200.00	\$	4,200.00
43	PAVEMENT MARKING - PAINT	233.00 SF	\$	7.00	\$	1,631.00
Schedule A-1 Subtotal					\$	<u>808,608.00</u>

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
44	POTHOLING	3.00 EA	\$ 430.00	\$ 1,290.00
45	PRE & POST BLAST SURVEY AND MONITORING	1.00 LS	\$ 4,800.00	\$ 4,800.00
46	VALVE BOX AND COVER	1.00 EA	\$ 850.00	\$ 850.00
47	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	425.00 CY	\$ 160.00	\$ 68,000.00
48	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	100.00 CY	\$ 44.00	\$ 4,400.00
49	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	100.00 CY	\$ 40.00	\$ 4,000.00
50	IMPORTED BACKFILL	100.00 CY	\$ 37.00	\$ 3,700.00
51	TRENCH SAFETY SYSTEM	1.00 LS	\$ 12,600.00	\$ 12,600.00
52	CUT-OFF WALL	2.00 EA	\$ 2,600.00	\$ 5,200.00
53	PLUGGING EXISTING PIPE	4.00 EA	\$ 300.00	\$ 1,200.00
54	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$ 12,600.00	\$ 12,600.00
55	DI PIPE FOR WATER MAIN 12 IN. DIA.	981.00 LF	\$ 120.00	\$ 117,720.00
56	DI PIPE FOR WATER MAIN 30 IN. DIA.	4,642.00 LF	\$ 270.00	\$ 1,253,340.00
57	INSTALL JOINT RESTRAINT ON EXISTING 30 IN. DIA. WM	20.00 EA	\$ 600.00	\$ 12,000.00

58	BLOWOFF ASSEMBLY (Y-103)	2.00 EA	\$	9,300.00	\$	18,600.00
59	DI PIPE FOR WATER MAIN 30 IN. DIA. - PHASE 2 MATERIALS ONLY	1,320.00 LF	\$	313.00	\$	413,160.00
60	DI 11.25 DEG ELBOW 30 IN. DIA., MJXMJ - PHASE 2 MATERIALS ONLY	4.00 EA	\$	2,700.00	\$	10,800.00
61	DI 22.5 DEG ELBOW 30 IN. DIA., MJXMJ - PHASE 2 MATERIALS ONLY	8.00 EA	\$	2,600.00	\$	20,800.00
62	DI 45 DEG ELBOW 30 IN. DIA., MJXMJ - PHASE 2 MATERIALS ONLY	4.00 EA	\$	3,100.00	\$	12,400.00
63	DI 90 DEG ELBOW 30 IN. DIA., MJXMJ - PHASE 2 MATERIALS ONLY	4.00 EA	\$	3,700.00	\$	14,800.00
64	MECHANICAL JOINT RESTRAINT - 30 IN. W GASKETS AND BOLTS - PHASE 2 MATERIALS ONLY	34.00 EA	\$	1,500.00	\$	51,000.00
65	O RING TAPPING SLEEVE 30 IN. X 8 IN. - PHASE 2 MATERIALS ONLY	2.00 EA	\$	2,300.00	\$	4,600.00
66	O RING TAPPING SLEEVE 30 IN. X 4 IN. - PHASE 2 MATERIALS ONLY	2.00 EA	\$	1,500.00	\$	3,000.00
67	O RING TAPPING SLEEVE 30 IN. X 2 IN. - PHASE 2 MATERIALS ONLY	2.00 EA	\$	590.00	\$	1,180.00
68	30 INCH PLUG MJ - PHASE 2 MATERIALS ONLY	2.00 EA	\$	2,200.00	\$	4,400.00
69	DELIVERY OF PHASE 2 MATERIALS TO WATER	1.00 LS	\$	6,900.00	\$	6,900.00
70	DI PIPE FOR WATER MAIN 30 IN. DIA - PHASE 2 INSTALLATION ONLY	1,100.00 LF	\$	40.00	\$	44,000.00
71	GATE VALVE 12 IN.	4.00 EA	\$	4,500.00	\$	18,000.00
72	CHECK VALVE 12 IN.	1.00 EA	\$	4,400.00	\$	4,400.00
73	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	3.00 EA	\$	6,600.00	\$	19,800.00

74	HYDRANT ASSEMBLY	3.00 EA	\$	10,000.00	\$	30,000.00
75	TRENCH EXC. FOR WATER SERVICE TAP	459.00 LF	\$	28.00	\$	12,852.00
Schedule A-3 Subtotal					\$	<u>2,192,392.00</u>
Summary of Bid Items					Bid Total	\$ <u>3,001,000.00</u>

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number **2018106**

Project Description Marshall Road Transmission Main - Phase 1 **Original Date** 3/13/2023 3:51:00 PM

Project Number: 2018106			Engineer's Estimate		DW EXCAVATING INC (Submitted)		N A DEGERSTROM (Submitted)		HALME CONSTRUCTION INC (Submitted)		CORRIDOR CONTRACTORS (Submitted)		BIG SKY ID CORP (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		RED DIAMOND CONSTRUCTION INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Tax Classification																		
Schedule 01																		
Sales tax shall be included in unit prices																		
1	APPRENTICE UTILIZATION	1 LS	10,000.00	10,000.00	18,000.00	\$18,000.00	1,000.00	\$1,000.00	6,000.00	\$6,000.00	25,200.00	\$25,200.00	8,105.00	\$8,105.00	10,000.00	\$10,000.00	14,000.00	\$14,000.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	2,000.00	2,000.00	650.00	\$650.00	1,000.00	\$1,000.00	3,000.00	\$3,000.00	5,000.00	\$5,000.00	2,707.00	\$2,707.00	5,500.00	\$5,500.00	1,300.00	\$1,300.00
4	PUBLIC LIAISON REPRESENTATIVE	1 LS	5,000.00	5,000.00	3,500.00	\$3,500.00	1,000.00	\$1,000.00	18,500.00	\$18,500.00	39,000.00	\$39,000.00	10,681.00	\$10,681.00	15,000.00	\$15,000.00	7,000.00	\$7,000.00
5	MOBILIZATION	1 LS	306,941.00	306,941.00	262,023.00	\$262,023.00	330,000.00	\$330,000.00	324,000.00	\$324,000.00	335,000.00	\$335,000.00	280,000.00	\$280,000.00	400,000.00	\$400,000.00	387,000.00	\$387,000.00
6	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	25,000.00	25,000.00	29,800.00	\$29,800.00	50,000.00	\$50,000.00	60,000.00	\$60,000.00	117,000.00	\$117,000.00	91,442.00	\$91,442.00	60,000.00	\$60,000.00	42,000.00	\$42,000.00
7	SPECIAL SIGNS	416 SF	25.00	10,400.00	16.00	\$6,656.00	35.00	\$14,560.00	20.00	\$8,320.00	50.00	\$20,800.00	20.00	\$8,320.00	20.00	\$8,320.00	20.00	\$8,320.00
8	TYPE III BARRICADE	16 EA	120.00	1,920.00	105.00	\$1,680.00	50.00	\$800.00	150.00	\$2,400.00	115.00	\$1,840.00	135.00	\$2,160.00	125.00	\$2,000.00	125.00	\$2,000.00
9	CLEARING AND GRUBBING	1 LS	20,000.00	20,000.00	11,000.00	\$11,000.00	25,000.00	\$25,000.00	19,500.00	\$19,500.00	66,500.00	\$66,500.00	24,696.00	\$24,696.00	45,000.00	\$45,000.00	26,000.00	\$26,000.00
10	TREE ROOT TREATMENT	32 EA	850.00	27,200.00	800.00	\$25,600.00	800.00	\$25,600.00	900.00	\$28,800.00	865.00	\$27,680.00	1,015.00	\$32,480.00	825.00	\$26,400.00	800.00	\$25,600.00
11	TREE PROTECTION ZONE	18 EA	350.00	6,300.00	240.00	\$4,320.00	225.00	\$4,050.00	300.00	\$5,400.00	270.00	\$4,860.00	430.00	\$7,740.00	275.00	\$4,950.00	250.00	\$4,500.00
12	REMOVE TREE, CLASS I	5 EA	420.00	2,100.00	700.00	\$3,500.00	700.00	\$3,500.00	1,000.00	\$5,000.00	750.00	\$3,750.00	880.00	\$4,400.00	800.00	\$4,000.00	700.00	\$3,500.00
13	REMOVE TREE, CLASS II	7 EA	2,000.00	14,000.00	1,600.00	\$11,200.00	1,550.00	\$10,850.00	1,700.00	\$11,900.00	1,770.00	\$12,390.00	2,085.00	\$14,595.00	1,750.00	\$12,250.00	1,800.00	\$12,600.00
14	REMOVE TREE, CLASS III	1 EA	3,500.00	3,500.00	2,700.00	\$2,700.00	2,650.00	\$2,650.00	3,000.00	\$3,000.00	2,900.00	\$2,900.00	3,411.00	\$3,411.00	3,000.00	\$3,000.00	2,900.00	\$2,900.00
15	REMOVE TREE, CLASS IV	1 EA	5,000.00	5,000.00	6,500.00	\$6,500.00	6,200.00	\$6,200.00	7,000.00	\$7,000.00	7,000.00	\$7,000.00	8,257.00	\$8,257.00	7,000.00	\$7,000.00	6,500.00	\$6,500.00
16	TREE PRUNING	141 EA	400.00	56,400.00	200.00	\$28,200.00	200.00	\$28,200.00	225.00	\$31,725.00	418.00	\$58,938.00	271.00	\$38,211.00	200.00	\$28,200.00	200.00	\$28,200.00
17	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	5,000.00	5,000.00	26,000.00	\$26,000.00	25,000.00	\$25,000.00	40,000.00	\$40,000.00	57,180.00	\$57,180.00	12,245.00	\$12,245.00	16,000.00	\$16,000.00	24,000.00	\$24,000.00
18	SAWCUTTING FLEXIBLE PAVEMENT	655 LFI	0.50	327.50	0.40	\$262.00	1.00	\$655.00	1.00	\$655.00	4.25	\$2,783.75	4.00	\$2,620.00	1.00	\$655.00	2.00	\$1,310.00
19	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	1,000.00	1,000.00	1,000.00	\$1,000.00	750.00	\$750.00	1,000.00	\$1,000.00	2,500.00	\$2,500.00	698.00	\$698.00	550.00	\$550.00	700.00	\$700.00
20	ABANDON VALVE BOX	1 EA	500.00	500.00	500.00	\$500.00	500.00	\$500.00	750.00	\$750.00	500.00	\$500.00	373.00	\$373.00	500.00	\$500.00	700.00	\$700.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number: 2018106			Engineer's Estimate		DW EXCAVATING INC (Submitted)		N A DEGERSTROM (Submitted)		HALME CONSTRUCTION INC (Submitted)		CORRIDOR CONTRACTORS (Submitted)		BIG SKY ID CORP (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		RED DIAMOND CONSTRUCTION INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
21	ROADWAY EXCAVATION INCL. HAUL	1414 CY	35.00	49,490.00	45.00	\$63,630.00	25.00	\$35,350.00	35.00	\$49,490.00	48.00	\$67,872.00	68.00	\$96,152.00	55.00	\$77,770.00	24.00	\$33,936.00
22	REMOVE UNSUITABLE FOUNDATION MATERIAL	50 CY	45.00	2,250.00	44.00	\$2,200.00	40.00	\$2,000.00	90.00	\$4,500.00	55.00	\$2,750.00	70.00	\$3,500.00	55.00	\$2,750.00	50.00	\$2,500.00
23	REPLACE UNSUITABLE FOUNDATION MATERIAL	50 CY	48.00	2,400.00	36.00	\$1,800.00	30.00	\$1,500.00	90.00	\$4,500.00	85.00	\$4,250.00	70.00	\$3,500.00	45.00	\$2,250.00	65.00	\$3,250.00
24	PREPARATION OF UNTREATED ROADWAY	11586 SY	3.00	34,758.00	2.40	\$27,806.40	2.25	\$26,068.50	3.00	\$34,758.00	5.75	\$66,619.50	4.00	\$46,344.00	3.50	\$40,551.00	1.40	\$16,220.40
25	CONTROLLED DENSITY FILL	10 CY	150.00	1,500.00	250.00	\$2,500.00	350.00	\$3,500.00	215.00	\$2,150.00	200.00	\$2,000.00	247.00	\$2,470.00	375.00	\$3,750.00	260.00	\$2,600.00
26	CRUSHED SURFACING TOP COURSE	1345 CY	75.00	100,875.00	70.00	\$94,150.00	82.50	\$110,962.50	57.00	\$76,665.00	78.00	\$104,910.00	62.00	\$83,390.00	105.00	\$141,225.00	52.00	\$69,940.00
27	CRUSHED SURFACING BASE COURSE	155 CY	80.00	12,400.00	72.00	\$11,160.00	80.00	\$12,400.00	57.00	\$8,835.00	75.00	\$11,625.00	68.00	\$10,540.00	100.00	\$15,500.00	65.00	\$10,075.00
28	CSTC FOR SIDEWALK AND DRIVEWAYS	145 CY	170.00	24,650.00	110.00	\$15,950.00	150.00	\$21,750.00	57.00	\$8,265.00	150.00	\$21,750.00	150.00	\$21,750.00	205.00	\$29,725.00	100.00	\$14,500.00
29	DUST CONTROL	7566 SY	3.00	22,698.00	1.50	\$11,349.00	2.00	\$15,132.00	1.70	\$12,862.20	1.07	\$8,095.62	5.00	\$37,830.00	2.50	\$18,915.00	1.85	\$13,997.10
30	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	2910 SY	24.00	69,840.00	18.00	\$52,380.00	17.00	\$49,470.00	20.00	\$58,200.00	19.25	\$56,017.50	24.00	\$69,840.00	20.00	\$58,200.00	18.25	\$53,107.50
31	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 5 INCH THICK	1110 SY	45.00	49,950.00	34.00	\$37,740.00	34.00	\$37,740.00	35.00	\$38,850.00	36.75	\$40,792.50	46.00	\$51,060.00	35.00	\$38,850.00	35.00	\$38,850.00
32	COMMERCIAL HMA FOR TRANSITION, 3 INCH THICK	20 SY	180.00	3,600.00	105.00	\$2,100.00	105.00	\$2,100.00	110.00	\$2,200.00	165.00	\$3,300.00	135.00	\$2,700.00	120.00	\$2,400.00	120.00	\$2,400.00
33	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
34	COMPACTION PRICE ADJUSTMENT	1 EST	3,492.00	3,492.00	3,492.00	\$3,492.00	3,492.00	\$3,492.00	3,492.00	\$3,492.00	3,492.00	\$3,492.00	3,492.00	\$3,492.00	3,492.00	\$3,492.00	3,492.00	\$3,492.00
35	ESC LEAD	1 LS	1,500.00	1,500.00	0.00	\$0.00	500.00	\$500.00	6,000.00	\$6,000.00	10,200.00	\$10,200.00	2,503.00	\$2,503.00	25,000.00	\$25,000.00	1,800.00	\$1,800.00
36	SILT FENCE	500 LF	6.00	3,000.00	6.00	\$3,000.00	7.50	\$3,750.00	6.00	\$3,000.00	6.80	\$3,400.00	7.00	\$3,500.00	6.00	\$3,000.00	8.00	\$4,000.00
37	TEMPORARY SEEDING	3954 SY	3.00	11,862.00	0.60	\$2,372.40	1.00	\$3,954.00	1.50	\$5,931.00	1.80	\$7,117.20	2.00	\$7,908.00	1.25	\$4,942.50	1.00	\$3,954.00
38	TOPSOIL TYPE A, 2 INCH THICK	3954 SY	8.00	31,632.00	4.50	\$17,793.00	5.00	\$19,770.00	7.00	\$27,678.00	9.00	\$35,586.00	7.00	\$27,678.00	8.00	\$31,632.00	5.80	\$22,933.20
39	HYDROSEEDING	3954 SY	5.00	19,770.00	0.80	\$3,163.20	1.00	\$3,954.00	1.50	\$5,931.00	1.69	\$6,682.26	2.00	\$7,908.00	1.25	\$4,942.50	1.48	\$5,851.92
40	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	4,000.00	4,000.00	6,400.00	\$6,400.00	6,000.00	\$6,000.00	15,000.00	\$15,000.00	6,500.00	\$6,500.00	16,040.00	\$16,040.00	7,500.00	\$7,500.00	7,000.00	\$7,000.00
41	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	2,000.00	2,000.00	700.00	\$700.00	750.00	\$750.00	10,000.00	\$10,000.00	2,500.00	\$2,500.00	8,527.00	\$8,527.00	825.00	\$825.00	700.00	\$700.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number: 2018106			Engineer's Estimate		DW EXCAVATING INC (Submitted)		N A DEGERSTROM (Submitted)		HALME CONSTRUCTION INC (Submitted)		CORRIDOR CONTRACTORS (Submitted)		BIG SKY ID CORP (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		RED DIAMOND CONSTRUCTION INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
42	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	2,000.00	2,000.00	4,200.00	\$4,200.00	4,000.00	\$4,000.00	4,000.00	\$4,000.00	7,500.00	\$7,500.00	8,210.00	\$8,210.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00
43	PAVEMENT MARKING - PAINT	233 SF	10.00	2,330.00	7.00	\$1,631.00	5.00	\$1,165.00	700.00	\$163,100.00	7.75	\$1,805.75	21.00	\$4,893.00	8.00	\$1,864.00	8.00	\$1,864.00

Tax Classification

Schedule 03 Sales tax shall NOT be included in unit prices

44	POTHOLING	3 EA	400.00	1,200.00	430.00	\$1,290.00	1,000.00	\$3,000.00	1,200.00	\$3,600.00	900.00	\$2,700.00	1,200.00	\$3,600.00	900.00	\$2,700.00	750.00	\$2,250.00
45	PRE & POST BLAST SURVEY AND MONITORING	1 LS	15,000.00	15,000.00	4,800.00	\$4,800.00	0.00	\$0.00	19,000.00	\$19,000.00	6,700.00	\$6,700.00	1.00	\$1.00	35,000.00	\$35,000.00	6,800.00	\$6,800.00
46	VALVE BOX AND COVER	1 EA	820.00	820.00	850.00	\$850.00	700.00	\$700.00	500.00	\$500.00	1,000.00	\$1,000.00	815.00	\$815.00	1,000.00	\$1,000.00	800.00	\$800.00
47	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	425 CY	150.00	63,750.00	160.00	\$68,000.00	140.00	\$59,500.00	250.00	\$106,250.00	500.00	\$212,500.00	25.00	\$10,625.00	325.00	\$138,125.00	120.00	\$51,000.00
48	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	100 CY	47.00	4,700.00	44.00	\$4,400.00	50.00	\$5,000.00	90.00	\$9,000.00	35.50	\$3,550.00	93.00	\$9,300.00	55.00	\$5,500.00	60.00	\$6,000.00
49	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	100 CY	60.00	6,000.00	40.00	\$4,000.00	25.00	\$2,500.00	100.00	\$10,000.00	80.00	\$8,000.00	114.00	\$11,400.00	45.00	\$4,500.00	70.00	\$7,000.00
50	IMPORTED BACKFILL	100 CY	72.00	7,200.00	37.00	\$3,700.00	40.00	\$4,000.00	90.00	\$9,000.00	55.50	\$5,550.00	113.00	\$11,300.00	45.00	\$4,500.00	28.00	\$2,800.00
51	TRENCH SAFETY SYSTEM	1 LS	4,000.00	4,000.00	12,600.00	\$12,600.00	1,000.00	\$1,000.00	20,000.00	\$20,000.00	7,500.00	\$7,500.00	650.00	\$650.00	43,500.00	\$43,500.00	5,600.00	\$5,600.00
52	CUT-OFF WALL	2 EA	4,000.00	8,000.00	2,600.00	\$5,200.00	2,000.00	\$4,000.00	7,500.00	\$15,000.00	2,500.00	\$5,000.00	3,560.00	\$7,120.00	5,500.00	\$11,000.00	1,200.00	\$2,400.00
53	PLUGGING EXISTING PIPE	4 EA	500.00	2,000.00	300.00	\$1,200.00	750.00	\$3,000.00	2,100.00	\$8,400.00	1,500.00	\$6,000.00	1,775.00	\$7,100.00	800.00	\$3,200.00	225.00	\$900.00
54	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	5,000.00	5,000.00	12,600.00	\$12,600.00	10,000.00	\$10,000.00	15,000.00	\$15,000.00	5,500.00	\$5,500.00	19,699.00	\$19,699.00	7,500.00	\$7,500.00	4,700.00	\$4,700.00
55	DI PIPE FOR WATER MAIN 12 IN. DIA.	981 LF	200.00	196,200.00	120.00	\$117,720.00	150.00	\$147,150.00	125.00	\$122,625.00	170.00	\$166,770.00	148.00	\$145,188.00	150.00	\$147,150.00	165.50	\$162,355.50
56	DI PIPE FOR WATER MAIN 30 IN. DIA.	4642 LF	550.00	2,553,100.00	270.00	\$1,253,340.00	305.00	\$1,415,810.00	275.00	\$1,276,550.00	290.00	\$1,346,180.00	383.00	\$1,777,886.00	350.00	\$1,624,700.00	381.00	\$1,768,602.00
57	INSTALL JOINT RESTRAINT ON EXISTING 30 IN. DIA. WM	20 EA	1,200.00	24,000.00	600.00	\$12,000.00	1,500.00	\$30,000.00	600.00	\$12,000.00	660.00	\$13,200.00	1,609.00	\$32,180.00	1,750.00	\$35,000.00	2,464.00	\$49,280.00
58	BLOWOFF ASSEMBLY (Y-103)	2 EA	20,000.00	40,000.00	9,300.00	\$18,600.00	8,000.00	\$16,000.00	10,000.00	\$20,000.00	5,000.00	\$10,000.00	9,733.00	\$19,466.00	12,300.00	\$24,600.00	17,000.00	\$34,000.00
59	DI PIPE FOR WATER MAIN 30 IN. DIA. - PHASE 2 MATERIALS ONLY	1320 LF	350.00	462,000.00	313.00	\$413,160.00	260.00	\$343,200.00	250.00	\$330,000.00	268.00	\$353,760.00	347.00	\$458,040.00	325.00	\$429,000.00	255.00	\$336,600.00
60	DI 11.25 DEG ELBOW 30 IN. DIA., MJXMJ - PHASE 2 MATERIALS ONLY	4 EA	2,500.00	10,000.00	2,700.00	\$10,800.00	6,400.00	\$25,600.00	2,500.00	\$10,000.00	6,450.00	\$25,800.00	3,258.00	\$13,032.00	3,100.00	\$12,400.00	5,615.00	\$22,460.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2018106</i>			<i>Engineer's Estimate</i>		DW EXCAVATING INC (Submitted)		N A DEGERSTROM (Submitted)		HALME CONSTRUCTION INC (Submitted)		CORRIDOR CONTRACTORS (Submitted)		BIG SKY ID CORP (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		RED DIAMOND CONSTRUCTION INC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
61	DI 22.5 DEG ELBOW 30 IN. DIA., MJXMJ - PHASE 2 MATERIALS ONLY	8 EA	2,500.00	20,000.00	2,600.00	\$20,800.00	5,000.00	\$40,000.00	2,500.00	\$20,000.00	5,305.00	\$42,440.00	3,200.00	\$25,600.00	3,050.00	\$24,400.00	4,615.00	\$36,920.00
62	DI 45 DEG ELBOW 30 IN. DIA., MJXMJ - PHASE 2 MATERIALS ONLY	4 EA	3,000.00	12,000.00	3,100.00	\$12,400.00	5,000.00	\$20,000.00	3,000.00	\$12,000.00	5,500.00	\$22,000.00	3,819.00	\$15,276.00	3,600.00	\$14,400.00	4,787.00	\$19,148.00
63	DI 90 DEG ELBOW 30 IN. DIA., MJXMJ - PHASE 2 MATERIALS ONLY	4 EA	3,500.00	14,000.00	3,700.00	\$14,800.00	7,000.00	\$28,000.00	3,500.00	\$14,000.00	6,995.00	\$27,980.00	4,548.00	\$18,192.00	4,300.00	\$17,200.00	6,082.00	\$24,328.00
64	MECHANICAL JOINT RESTRAINT - 30 IN. W GASKETS AND BOLTS - PHASE 2 MATERIALS ONLY	34 EA	1,250.00	42,500.00	1,500.00	\$51,000.00	1,350.00	\$45,900.00	1,350.00	\$45,900.00	1,378.00	\$46,852.00	1,777.00	\$60,418.00	1,700.00	\$57,800.00	1,200.00	\$40,800.00
65	O RING TAPPING SLEEVE 30 IN. X 8 IN. - PHASE 2 MATERIALS ONLY	2 EA	1,500.00	3,000.00	2,300.00	\$4,600.00	2,100.00	\$4,200.00	2,100.00	\$4,200.00	2,100.00	\$4,200.00	2,744.00	\$5,488.00	2,600.00	\$5,200.00	1,760.00	\$3,520.00
66	O RING TAPPING SLEEVE 30 IN. X 4 IN. - PHASE 2 MATERIALS ONLY	2 EA	1,250.00	2,500.00	1,500.00	\$3,000.00	1,350.00	\$2,700.00	1,500.00	\$3,000.00	1,420.00	\$2,840.00	1,864.00	\$3,728.00	1,800.00	\$3,600.00	1,200.00	\$2,400.00
67	O RING TAPPING SLEEVE 30 IN. X 2 IN. - PHASE 2 MATERIALS ONLY	2 EA	1,000.00	2,000.00	590.00	\$1,180.00	1,000.00	\$2,000.00	600.00	\$1,200.00	1,125.00	\$2,250.00	716.00	\$1,432.00	700.00	\$1,400.00	940.00	\$1,880.00
68	30 INCH PLUG MJ - PHASE 2 MATERIALS ONLY	2 EA	2,000.00	4,000.00	2,200.00	\$4,400.00	2,100.00	\$4,200.00	2,000.00	\$4,000.00	2,150.00	\$4,300.00	5,228.00	\$10,456.00	2,500.00	\$5,000.00	1,791.00	\$3,582.00
69	DELIVERY OF PHASE 2 MATERIALS TO WATER	1 LS	10,000.00	10,000.00	6,900.00	\$6,900.00	25,000.00	\$25,000.00	15,000.00	\$15,000.00	15,400.00	\$15,400.00	11,000.00	\$11,000.00	25,000.00	\$25,000.00	11,000.00	\$11,000.00
70	DI PIPE FOR WATER MAIN 30 IN. DIA - PHASE 2 INSTALLATION ONLY	1100 LF	175.00	192,500.00	40.00	\$44,000.00	60.00	\$66,000.00	70.00	\$77,000.00	58.00	\$63,800.00	102.00	\$112,200.00	85.00	\$93,500.00	662.50	\$728,750.00
71	GATE VALVE 12 IN.	4 EA	5,000.00	20,000.00	4,500.00	\$18,000.00	6,000.00	\$24,000.00	4,250.00	\$17,000.00	5,330.00	\$21,320.00	5,666.00	\$22,664.00	5,500.00	\$22,000.00	5,796.00	\$23,184.00
72	CHECK VALVE 12 IN.	1 EA	5,000.00	5,000.00	4,400.00	\$4,400.00	6,000.00	\$6,000.00	5,000.00	\$5,000.00	7,000.00	\$7,000.00	5,408.00	\$5,408.00	5,200.00	\$5,200.00	13,000.00	\$13,000.00
73	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	3 EA	6,000.00	18,000.00	6,600.00	\$19,800.00	10,000.00	\$30,000.00	6,000.00	\$18,000.00	2,500.00	\$7,500.00	9,388.00	\$28,164.00	7,000.00	\$21,000.00	8,000.00	\$24,000.00
74	HYDRANT ASSEMBLY	3 EA	9,500.00	28,500.00	10,000.00	\$30,000.00	10,000.00	\$30,000.00	8,000.00	\$24,000.00	10,000.00	\$30,000.00	14,454.00	\$43,362.00	10,500.00	\$31,500.00	13,000.00	\$39,000.00
75	TRENCH EXC. FOR WATER SERVICE TAP	459 LF	75.00	34,425.00	28.00	\$12,852.00	50.00	\$22,950.00	70.00	\$32,130.00	50.00	\$22,950.00	111.00	\$50,949.00	55.00	\$25,245.00	31.00	\$14,229.00
Bid Total			\$4,769,980.50		\$3,001,000.00		\$3,318,033.00		\$3,401,712.20		\$3,766,129.08		\$4,014,615.00		\$4,051,229.00		\$4,365,389.62	

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	958,585.50	0.00	3,811,395.00	0.00	4,769,980.50
DW EXCAVATING INC (Submitted)	808,608.00	0.00	2,192,392.00	0.00	3,001,000.00
N A DEGERSTROM (Submitted)	896,623.00	0.00	2,421,410.00	0.00	3,318,033.00
HALME CONSTRUCTION INC (Submitted)	1,122,357.20	0.00	2,279,355.00	0.00	3,401,712.20
CORRIDOR CONTRACTORS (Submitted)	1,265,587.08	0.00	2,500,542.00	0.00	3,766,129.08
BIG SKY ID CORP (Submitted)	1,072,876.00	0.00	2,941,739.00	0.00	4,014,615.00
INLAND INFRASTRUCTURE LLC (Submitted)	1,169,409.00	0.00	2,881,820.00	0.00	4,051,229.00
RED DIAMOND CONSTRUCTION INC (Submitted)	916,101.12	0.00	3,449,288.50	0.00	4,365,389.62

Low Bid Contractor: DW EXCAVATING INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	808,608.00	958,585.50	15.65 % Under Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	2,389,707.28	4,154,420.55	42.48 % Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	3,198,315.28	5,113,006.05	37.45 % Under Estimate

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

03/27/2023

<u>Date Rec'd</u>	3/7/2023
<u>Clerk's File #</u>	OPR 2023-0340
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	24716
<u>Contact Name/Phone</u>	DAN BULLER 6391	<u>Project #</u>	2018107
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR24716
<u>Agenda Item Name</u>	0370 - LOW BID AWARD - SIA TRANSMISSION LINE (2018107) HALME CONSTRUCTION		

Agenda Wording

Low bid of Halme Construction, Inc. (Spokane, WA) for the SIA Transmission Line Crossing under I-90 project in the amount of \$3,176,537.16 plus tax. An administrative reserve of 10% of the contract will be set aside.

Summary (Background)

On March 6, 2023 bids were opened for the above project. The low bid was from Halme Construction, Inc., in the amount of \$3,176,537.16, which is \$1,787,236.84 or 36.01% under the Engineer's Estimate of \$4,963,774.00. 3 other bids were received as follows: DW Excavating Inc; \$3,328,133.00, N.A. Degerstrom; \$4,210,631.00, Inland Infrastructure; \$5,298,154.00. West Hills Neighborhood Council.

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> YES
<u>Fiscal Impact</u>		<u>Budget Account</u>
<u>Expense</u> \$ 3,176,537.16		<u>#</u> 4250-98818-94340-56501-15801
<u>Select</u> \$		<u>#</u>
<u>Select</u> \$		<u>#</u>
<u>Select</u> \$		<u>#</u>

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BULLER, DAN	<u>Study Session\Other</u>	PIES 11/28/2022
<u>Division Director</u>	FEIST, MARLENE	<u>Council Sponsor</u>	Kinnear
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	eraea@spokanecity.org	
<u>For the Mayor</u>	PERKINS, JOHNNIE	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>		kgoodman@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		ddaniels@spokanecity.org	
		Jason Halme - jasonh@halmeconstruction.com	

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.

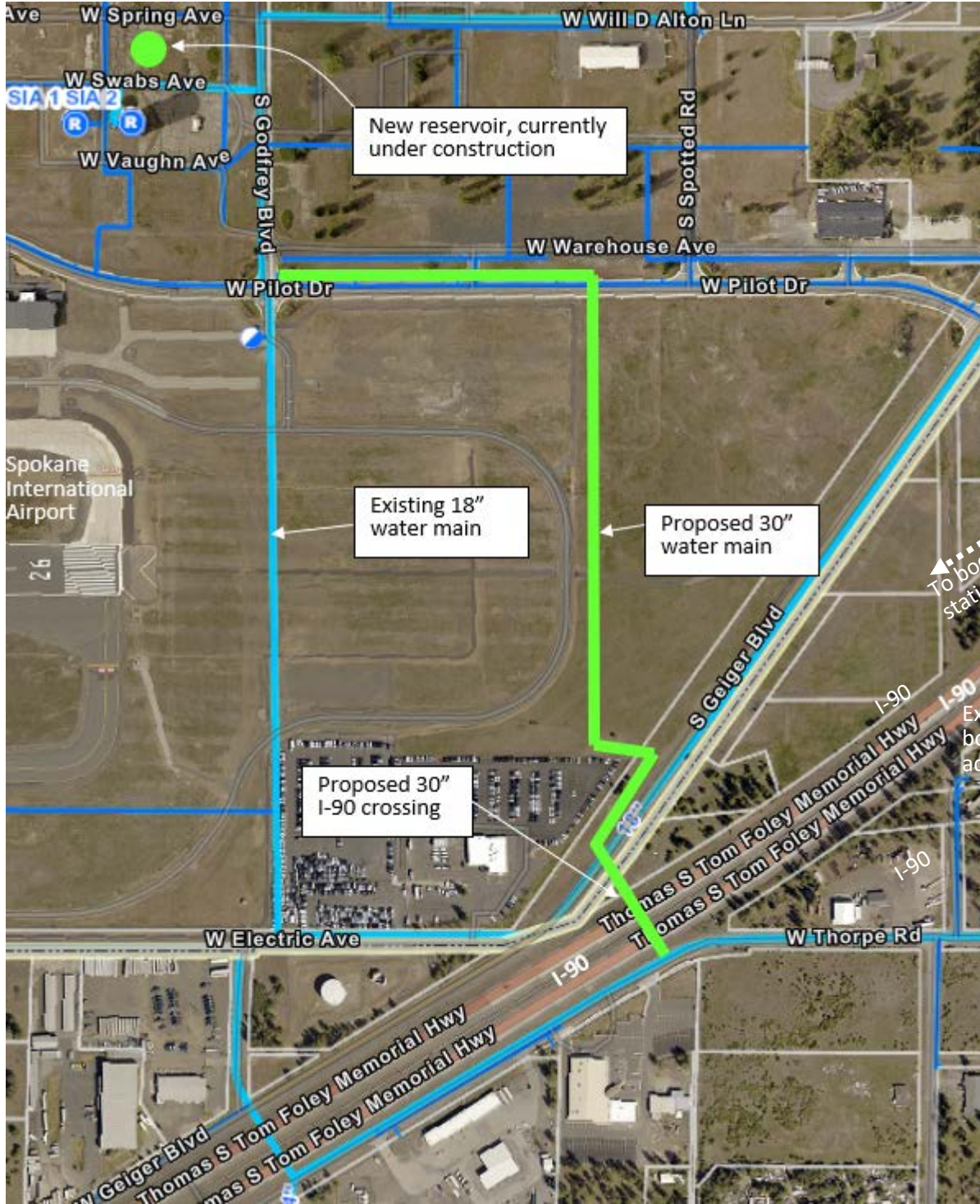
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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



City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number 2018107

Project Description SIA Transmission Line Crossing Under I-90 **Original Date** 3/6/2023 3:48:00 PM

Project Number: 2018107			Engineer's Estimate		HALME CONSTRUCTION INC (Submitted)		DW EXCAVATING INC (Submitted)		N A DEGERSTROM (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01 Sales tax shall NOT be included in unit prices

1	ADA FEATURES SURVEYING	1 LS	1,800.00	1,800.00	510.00	\$510.00	600.00	\$600.00	1,000.00	\$1,000.00	1,000.00	\$1,000.00
2	ROADWAY SURVEYING	1 LS	12,000.00	12,000.00	92,000.00	\$92,000.00	102,000.00	\$102,000.00	50,000.00	\$50,000.00	175,000.00	\$175,000.00
3	APPRENTICE UTILIZATION	1 LS	10,000.00	10,000.00	5,000.00	\$5,000.00	7,000.00	\$7,000.00	1,000.00	\$1,000.00	20,000.00	\$20,000.00
4	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
5	SPCC PLAN	1 LS	1,000.00	1,000.00	2,500.00	\$2,500.00	700.00	\$700.00	1,500.00	\$1,500.00	1,500.00	\$1,500.00
6	POTHOLING	20 EA	500.00	10,000.00	450.00	\$9,000.00	600.00	\$12,000.00	575.00	\$11,500.00	900.00	\$18,000.00
7	PUBLIC LIAISON REPRESENTATIVE	1 LS	2,000.00	2,000.00	6,200.00	\$6,200.00	3,800.00	\$3,800.00	2,500.00	\$2,500.00	11,500.00	\$11,500.00
8	TYPE B PROGRESS SCHEDULE	1 LS	2,500.00	2,500.00	2,500.00	\$2,500.00	700.00	\$700.00	1,000.00	\$1,000.00	12,000.00	\$12,000.00
9	MOBILIZATION	1 LS	326,238.00	326,238.00	320,000.00	\$320,000.00	154,000.00	\$154,000.00	400,000.00	\$400,000.00	525,000.00	\$525,000.00
10	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	70,000.00	70,000.00	60,000.00	\$60,000.00	45,000.00	\$45,000.00	77,500.00	\$77,500.00	150,000.00	\$150,000.00
11	SPECIAL SIGNS	483 SF	25.00	12,075.00	18.00	\$8,694.00	21.00	\$10,143.00	50.00	\$24,150.00	25.00	\$12,075.00
12	SEQUENTIAL ARROW SIGNS	20 HR	8.00	160.00	6.00	\$120.00	7.00	\$140.00	15.00	\$300.00	7.50	\$150.00
13	PORTABLE CHANGEABLE MESSAGE SIGN	20 HR	8.00	160.00	7.00	\$140.00	250.00	\$5,000.00	15.00	\$300.00	9.00	\$180.00
14	TYPE III BARRICADE	24 EA	120.00	2,880.00	100.00	\$2,400.00	8.00	\$192.00	100.00	\$2,400.00	150.00	\$3,600.00
15	CLEARING AND GRUBBING	1 LS	12,000.00	12,000.00	16,000.00	\$16,000.00	15,000.00	\$15,000.00	10,000.00	\$10,000.00	225,000.00	\$225,000.00
16	TREE ROOT TREATMENT	1 EA	850.00	850.00	760.00	\$760.00	900.00	\$900.00	750.00	\$750.00	1,000.00	\$1,000.00
17	TREE PROTECTION ZONE	1 EA	450.00	450.00	350.00	\$350.00	422.00	\$422.00	350.00	\$350.00	450.00	\$450.00
18	REMOVE TREE, CLASS I	4 EA	500.00	2,000.00	660.00	\$2,640.00	780.00	\$3,120.00	700.00	\$2,800.00	900.00	\$3,600.00
19	REMOVE TREE, CLASS II	1 EA	1,500.00	1,500.00	1,400.00	\$1,400.00	1,800.00	\$1,800.00	1,500.00	\$1,500.00	2,000.00	\$2,000.00
20	TREE PRUNING	1 EA	400.00	400.00	250.00	\$250.00	300.00	\$300.00	250.00	\$250.00	300.00	\$300.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2018107</i>			<i>Engineer's Estimate</i>		HALME CONSTRUCTION INC (Submitted)		DW EXCAVATING INC (Submitted)		N A DEGERSTROM (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
21	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	10,000.00	10,000.00	4,800.00	\$4,800.00	12,200.00	\$12,200.00	10,000.00	\$10,000.00	20,000.00	\$20,000.00
22	REMOVE EXISTING CURB	34 LF	15.00	510.00	10.00	\$340.00	24.00	\$816.00	15.00	\$510.00	13.00	\$442.00
23	REMOVE EXISTING CURB AND GUTTER	399 LF	18.00	7,182.00	10.00	\$3,990.00	13.00	\$5,187.00	10.00	\$3,990.00	13.00	\$5,187.00
24	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	231 SY	20.00	4,620.00	16.00	\$3,696.00	32.00	\$7,392.00	15.00	\$3,465.00	30.00	\$6,930.00
25	SAWCUTTING CURB	14 EA	60.00	840.00	25.00	\$350.00	30.00	\$420.00	75.00	\$1,050.00	35.00	\$490.00
26	SAWCUTTING RIGID PAVEMENT	228 LFI	1.50	342.00	0.50	\$114.00	1.00	\$228.00	2.50	\$570.00	1.00	\$228.00
27	SAWCUTTING FLEXIBLE PAVEMENT	2726 LFI	1.00	2,726.00	0.50	\$1,363.00	0.50	\$1,363.00	1.00	\$2,726.00	1.00	\$2,726.00
28	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	30.00	300.00	260.00	\$2,600.00	47.00	\$470.00	50.00	\$500.00	55.00	\$550.00
29	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	40.00	400.00	215.00	\$2,150.00	28.00	\$280.00	50.00	\$500.00	50.00	\$500.00
30	HAZARDOUS MATERIAL	20 TON	200.00	4,000.00	635.00	\$12,700.00	111.00	\$2,220.00	250.00	\$5,000.00	400.00	\$8,000.00
31	HEALTH AND SAFETY PLAN	1 LS	8,500.00	8,500.00	1,500.00	\$1,500.00	4,900.00	\$4,900.00	35,000.00	\$35,000.00	60,000.00	\$60,000.00
32	CRUSHED SURFACING TOP COURSE	46 CY	85.00	3,910.00	90.00	\$4,140.00	91.00	\$4,186.00	125.00	\$5,750.00	300.00	\$13,800.00
33	CSTC FOR SIDEWALK AND DRIVEWAYS	14 CY	195.00	2,730.00	418.00	\$5,852.00	159.00	\$2,226.00	150.00	\$2,100.00	275.00	\$3,850.00
34	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 5 INCH THICK	172 SY	85.00	14,620.00	63.00	\$10,836.00	57.00	\$9,804.00	60.00	\$10,320.00	70.00	\$12,040.00
35	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 6 INCH THICK	562 SY	100.00	56,200.00	76.00	\$42,712.00	67.00	\$37,654.00	75.00	\$42,150.00	90.00	\$50,580.00
36	HMA FOR PAVEMENT REPAIR CL. 3/8 IN. LIGHT TRAFFIC, 2 INCH THICK	55 SY	40.00	2,200.00	45.00	\$2,475.00	53.00	\$2,915.00	45.00	\$2,475.00	55.00	\$3,025.00
37	PAVEMENT REPAIR EXCAVATION INCL. HAUL	789 SY	75.00	59,175.00	66.00	\$52,074.00	32.00	\$25,248.00	25.00	\$19,725.00	45.00	\$35,505.00
38	JOB MIX COMPLIANCE PRICE ADJUSTMENT	(1) EST	1.00	(1.00)	1.00	(\$1.00)	1.00	(\$1.00)	1.00	(\$1.00)	1.00	(\$1.00)
39	COMPACTION PRICE ADJUSTMENT	3651 EST	1.00	3,651.00	1.00	\$3,651.00	1.00	\$3,651.00	1.00	\$3,651.00	1.00	\$3,651.00
40	VALVE BOX AND COVER	1 EA	1,000.00	1,000.00	325.00	\$325.00	980.00	\$980.00	1,000.00	\$1,000.00	1,000.00	\$1,000.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number: 2018107			Engineer's Estimate		HALME CONSTRUCTION INC (Submitted)		DW EXCAVATING INC (Submitted)		N A DEGERSTROM (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
41	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	2 EA	800.00	1,600.00	250.00	\$500.00	1,000.00	\$2,000.00	500.00	\$1,000.00	850.00	\$1,700.00
42	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	1 EA	800.00	800.00	320.00	\$320.00	880.00	\$880.00	500.00	\$500.00	850.00	\$850.00
43	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	50 CY	110.00	5,500.00	260.00	\$13,000.00	180.00	\$9,000.00	150.00	\$7,500.00	350.00	\$17,500.00
44	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	60.00	3,000.00	270.00	\$13,500.00	46.00	\$2,300.00	50.00	\$2,500.00	55.00	\$2,750.00
45	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	90.00	4,500.00	230.00	\$11,500.00	32.00	\$1,600.00	50.00	\$2,500.00	50.00	\$2,500.00
46	IMPORTED BACKFILL	20 CY	30.00	600.00	230.00	\$4,600.00	69.00	\$1,380.00	40.00	\$800.00	50.00	\$1,000.00
47	TRENCH SAFETY SYSTEM	1 LS	5,000.00	5,000.00	5,000.00	\$5,000.00	20,900.00	\$20,900.00	1,000.00	\$1,000.00	140,000.00	\$140,000.00
48	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	10,000.00	10,000.00	1,800.00	\$1,800.00	4,000.00	\$4,000.00	10,000.00	\$10,000.00	30,000.00	\$30,000.00
49	CLEANING EXISTING SANITARY SEWERS	5 EA	550.00	2,750.00	405.00	\$2,025.00	990.00	\$4,950.00	1,650.00	\$8,250.00	1,000.00	\$5,000.00
50	EXCAVATION AND SUPPORT FOR TRENCHLESS	1 LS	160,000.00	160,000.00	92,000.00	\$92,000.00	525,300.00	\$525,300.00	300,000.00	\$300,000.00	800,000.00	\$800,000.00
51	STEEL CASING PIPE 48 IN. DIAM., TRENCHLESS	214 LF	5,800.00	1,241,200.00	4,440.00	\$950,160.00	2,350.00	\$502,900.00	6,500.00	\$1,391,000.00	4,000.00	\$856,000.00
52	DI CARRIER PIPE APPURTENANCES FOR WATER MAIN 30 IN. DIA.	214 LF	650.00	139,100.00	28.00	\$5,992.00	175.00	\$37,450.00	200.00	\$42,800.00	265.00	\$56,710.00
53	DELETED	0 VACATED	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
54	DI PIPE FOR WATER MAIN 8 IN. DIA.	54 LF	180.00	9,720.00	143.00	\$7,722.00	305.00	\$16,470.00	375.00	\$20,250.00	245.00	\$13,230.00
55	DI PIPE FOR WATER MAIN 12 IN. DIA.	44 LF	300.00	13,200.00	206.00	\$9,064.00	419.00	\$18,436.00	550.00	\$24,200.00	330.00	\$14,520.00
56	DI PIPE FOR WATER MAIN 30 IN. DIA.	3275 LF	700.00	2,292,500.00	343.00	\$1,123,325.00	406.00	\$1,329,650.00	410.00	\$1,342,750.00	480.00	\$1,572,000.00
57	BLOWOFF ASSEMBLY (Y-105A)	3 EA	10,000.00	30,000.00	8,100.00	\$24,300.00	13,300.00	\$39,900.00	10,000.00	\$30,000.00	15,500.00	\$46,500.00
58	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	4 EA	7,500.00	30,000.00	3,500.00	\$14,000.00	8,100.00	\$32,400.00	8,000.00	\$32,000.00	9,000.00	\$36,000.00
59	HYDRANT ASSEMBLY	1 EA	9,500.00	9,500.00	6,500.00	\$6,500.00	9,300.00	\$9,300.00	10,000.00	\$10,000.00	11,200.00	\$11,200.00
60	ESC LEAD	1 LS	2,500.00	2,500.00	500.00	\$500.00	7,100.00	\$7,100.00	500.00	\$500.00	20,000.00	\$20,000.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2018107</i>			<i>Engineer's Estimate</i>		HALME CONSTRUCTION INC (Submitted)		DW EXCAVATING INC (Submitted)		N A DEGERSTROM (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
61	INLET PROTECTION	16 EA	110.00	1,760.00	100.00	\$1,600.00	130.00	\$2,080.00	125.00	\$2,000.00	100.00	\$1,600.00
62	STREET CLEANING	60 HR	220.00	13,200.00	230.00	\$13,800.00	250.00	\$15,000.00	150.00	\$9,000.00	400.00	\$24,000.00
63	TOPSOIL TYPE A, 2 INCH THICK	5266 SY	30.00	157,980.00	6.10	\$32,122.60	10.50	\$55,293.00	5.00	\$26,330.00	8.00	\$42,128.00
64	PLANT ESTABLISHMENT - 1 YEAR	1 LS	1,500.00	1,500.00	2,000.00	\$2,000.00	2,000.00	\$2,000.00	50,000.00	\$50,000.00	1,500.00	\$1,500.00
65	HYDROSEEDING	6900 SY	2.50	17,250.00	1.60	\$11,040.00	1.90	\$13,110.00	1.00	\$6,900.00	2.00	\$13,800.00
66	SOD INSTALLATION	60 SY	90.00	5,400.00	50.00	\$3,000.00	58.00	\$3,480.00	100.00	\$6,000.00	55.00	\$3,300.00
67	5 GALLON SHRUB	5 EA	500.00	2,500.00	205.00	\$1,025.00	121.00	\$605.00	275.00	\$1,375.00	250.00	\$1,250.00
68	CEMENT CONCRETE MOW STRIP, 6 IN. X 12 IN.	36 LF	20.00	720.00	30.00	\$1,080.00	42.00	\$1,512.00	27.00	\$972.00	40.00	\$1,440.00
69	CEMENT CONCRETE CURB	54 LF	80.00	4,320.00	50.00	\$2,700.00	68.00	\$3,672.00	60.00	\$3,240.00	70.00	\$3,780.00
70	CEMENT CONCRETE CURB AND GUTTER	399 LF	90.00	35,910.00	50.00	\$19,950.00	70.00	\$27,930.00	50.00	\$19,950.00	70.00	\$27,930.00
71	MODIFY FENCING	1 LS	2,000.00	2,000.00	4,000.00	\$4,000.00	14,000.00	\$14,000.00	4,000.00	\$4,000.00	10,000.00	\$10,000.00
72	TEMPORARY CONSTRUCTION FENCING	1 LS	1,500.00	1,500.00	3,100.00	\$3,100.00	6,000.00	\$6,000.00	3,500.00	\$3,500.00	10,000.00	\$10,000.00
73	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	4,500.00	4,500.00	1,500.00	\$1,500.00	5,500.00	\$5,500.00	5,000.00	\$5,000.00	6,000.00	\$6,000.00
74	CEMENT CONCRETE SIDEWALK	231 SY	150.00	34,650.00	60.00	\$13,860.00	70.00	\$16,170.00	70.00	\$16,170.00	95.00	\$21,945.00
75	RAMP DETECTABLE WARNING	32 SF	40.00	1,280.00	35.00	\$1,120.00	43.00	\$1,376.00	36.00	\$1,152.00	40.00	\$1,280.00
76	ILLUMINATION SYSTEM	1 LS	2,000.00	2,000.00	8,700.00	\$8,700.00	2,400.00	\$2,400.00	2,500.00	\$2,500.00	2,750.00	\$2,750.00
77	COMMUNICATION CONDUIT SYSTEM	1 LS	54,000.00	54,000.00	71,000.00	\$71,000.00	91,200.00	\$91,200.00	75,000.00	\$75,000.00	90,000.00	\$90,000.00
78	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	2,000.00	2,000.00	1,500.00	\$1,500.00	1,800.00	\$1,800.00	1,600.00	\$1,600.00	2,000.00	\$2,000.00
79	PAVEMENT MARKING - DURABLE HEAT APPLIED	261 SF	15.00	3,915.00	9.96	\$2,599.56	12.00	\$3,132.00	10.00	\$2,610.00	12.00	\$3,132.00
80	GATE VALVE 12 IN.	1 EA	5,000.00	5,000.00	8,900.00	\$8,900.00	11,000.00	\$11,000.00	6,500.00	\$6,500.00	12,000.00	\$12,000.00
Bid Total			\$4,963,774.00		\$3,176,537.16		\$3,328,133.00		\$4,210,631.00		\$5,298,154.00	

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	4,963,774.00	0.00	0.00	0.00	4,963,774.00
HALME CONSTRUCTION INC (Submitted)	3,176,537.16	0.00	0.00	0.00	3,176,537.16
DW EXCAVATING INC (Submitted)	3,328,133.00	0.00	0.00	0.00	3,328,133.00
N A DEGERSTROM (Submitted)	4,210,631.00	0.00	0.00	0.00	4,210,631.00
INLAND INFRASTRUCTURE LLC (Submitted)	5,298,154.00	0.00	0.00	0.00	5,298,154.00

Low Bid Contractor: HALME CONSTRUCTION INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	3,176,537.16	4,963,774.00	36.01 % Under Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	<u>3,176,537.16</u>	<u>4,963,774.00</u>	<u>36.01 % Under Estimate</u>



City of Spokane
PUBLIC WORKS CONTRACT
Title: **SIA TRANSMISSION LINE
CROSSING UNDER I-90**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HALME CONSTRUCTION, INC.**, whose address is 8727 West Highway 2, #100, Spokane, Washington 99208 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **SIA TRANSMISSION LINE CROSSING UNDER I-90.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2022, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2018107 shall apply.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a pre-tax total cost not to exceed \$3,176,537.16.
7. **TAXES.** Bid items in Schedule A-1 shall not include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

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

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

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

13. WAGES. Contractor will comply with the Davis Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under the Davis Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a

Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State 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 rate of wage for each classification of workers entitled to 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.

Under 40 USC 3702 of the Act, contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:

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

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

- 1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.
- 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

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

18. EXECUTIVE ORDER 11246.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or

transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

21. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or

duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

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

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

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

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

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

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

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

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

30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the

“Affidavit of Wages Paid” form filed with the State Department of Labor and Industries.

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

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

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

HALME CONSTRUCTION, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Payment Bond
- Performance Bond
- Certification Regarding Debarment
- Schedule A-1

PAYMENT BOND

We, **HALME CONSTRUCTION, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION ONE HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED THIRTY-SEVEN AND 16/100 DOLLARS (\$3,176,537.16)** 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 **SIA TRANSMISSION LINE CROSSING UNDER I-90**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

HALME CONSTRUCTION, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **HALME CONSTRUCTION, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION ONE HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED THIRTY-SEVEN AND 16/100 DOLLARS (\$3,176,537.16)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **SIA TRANSMISSION LINE CROSSING UNDER I-90**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

HALME CONSTRUCTION, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

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

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

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

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

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

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

SCHEDULE A-1
Tax Classification: Sales tax shall NOT be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 510.00	\$ 510.00
2	ROADWAY SURVEYING	1.00 LS	\$ 92,000.00	\$ 92,000.00
3	APPRENTICE UTILIZATION	1.00 LS	\$ 5,000.00	\$ 5,000.00
4	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
5	SPCC PLAN	1.00 LS	\$ 2,500.00	\$ 2,500.00
6	POTHOLING	20.00 EA	\$ 450.00	\$ 9,000.00
7	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 6,200.00	\$ 6,200.00
8	TYPE B PROGRESS SCHEDULE	1.00 LS	\$ 2,500.00	\$ 2,500.00
9	MOBILIZATION	1.00 LS	\$ 320,000.00	\$ 320,000.00
10	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 60,000.00	\$ 60,000.00
11	SPECIAL SIGNS	483.00 SF	\$ 18.00	\$ 8,694.00
12	SEQUENTIAL ARROW SIGNS	20.00 HR	\$ 6.00	\$ 120.00

13	PORTABLE CHANGEABLE MESSAGE SIGN	20.00 HR	\$	7.00	\$	140.00
14	TYPE III BARRICADE	24.00 EA	\$	100.00	\$	2,400.00
15	CLEARING AND GRUBBING	1.00 LS	\$	16,000.00	\$	16,000.00
16	TREE ROOT TREATMENT	1.00 EA	\$	760.00	\$	760.00
17	TREE PROTECTION ZONE	1.00 EA	\$	350.00	\$	350.00
18	REMOVE TREE, CLASS I	4.00 EA	\$	660.00	\$	2,640.00
19	REMOVE TREE, CLASS II	1.00 EA	\$	1,400.00	\$	1,400.00
20	TREE PRUNING	1.00 EA	\$	250.00	\$	250.00
21	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	4,800.00	\$	4,800.00
22	REMOVE EXISTING CURB	34.00 LF	\$	10.00	\$	340.00
23	REMOVE EXISTING CURB AND GUTTER	399.00 LF	\$	10.00	\$	3,990.00
24	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	231.00 SY	\$	16.00	\$	3,696.00
25	SAWCUTTING CURB	14.00 EA	\$	25.00	\$	350.00
26	SAWCUTTING RIGID PAVEMENT	228.00 LFI	\$	0.50	\$	114.00
27	SAWCUTTING FLEXIBLE PAVEMENT	2,726.00 LFI	\$	0.50	\$	1,363.00

28	REMOVE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	260.00	\$	2,600.00
29	REPLACE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	215.00	\$	2,150.00
30	HAZARDOUS MATERIAL	20.00 TON	\$	635.00	\$	12,700.00
31	HEALTH AND SAFETY PLAN	1.00 LS	\$	1,500.00	\$	1,500.00
32	CRUSHED SURFACING TOP COURSE	46.00 CY	\$	90.00	\$	4,140.00
33	CSTC FOR SIDEWALK AND DRIVEWAYS	14.00 CY	\$	418.00	\$	5,852.00
34	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 5 INCH THICK	172.00 SY	\$	63.00	\$	10,836.00
35	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 6 INCH THICK	562.00 SY	\$	76.00	\$	42,712.00
36	HMA FOR PAVEMENT REPAIR CL. 3/8 IN. LIGHT TRAFFIC, 2 INCH THICK	55.00 SY	\$	45.00	\$	2,475.00
37	PAVEMENT REPAIR EXCAVATION INCL. HAUL	789.00 SY	\$	66.00	\$	52,074.00
38	JOB MIX COMPLIANCE PRICE ADJUSTMENT	(1.00) EST	\$	1.00	\$	(1.00)
39	COMPACTION PRICE ADJUSTMENT	3,651.00 EST	\$	1.00	\$	3,651.00
40	VALVE BOX AND COVER	1.00 EA	\$	325.00	\$	325.00
41	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	2.00 EA	\$	250.00	\$	500.00
42	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	1.00 EA	\$	320.00	\$	320.00

43	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	50.00 CY	\$	260.00	\$	13,000.00
44	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50.00 CY	\$	270.00	\$	13,500.00
45	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50.00 CY	\$	230.00	\$	11,500.00
46	IMPORTED BACKFILL	20.00 CY	\$	230.00	\$	4,600.00
47	TRENCH SAFETY SYSTEM	1.00 LS	\$	5,000.00	\$	5,000.00
48	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	1,800.00	\$	1,800.00
49	CLEANING EXISTING SANITARY SEWERS	5.00 EA	\$	405.00	\$	2,025.00
50	EXCAVATION AND SUPPORT FOR TRENCHLESS	1.00 LS	\$	92,000.00	\$	92,000.00
51	STEEL CASING PIPE 48 IN. DIAM., TRENCHLESS	214.00 LF	\$	4,440.00	\$	950,160.00
52	DI CARRIER PIPE APPURTENANCES FOR WATER MAIN 30 IN. DIA.	214.00 LF	\$	28.00	\$	5,992.00
53	DELETED	0.00 VACATED	\$	0.00	\$	0.00
54	DI PIPE FOR WATER MAIN 8 IN. DIA.	54.00 LF	\$	143.00	\$	7,722.00
55	DI PIPE FOR WATER MAIN 12 IN. DIA.	44.00 LF	\$	206.00	\$	9,064.00
56	DI PIPE FOR WATER MAIN 30 IN. DIA.	3,275.00 LF	\$	343.00	\$	1,123,325.00
57	BLOWOFF ASSEMBLY (Y-105A)	3.00 EA	\$	8,100.00	\$	24,300.00

58	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	4.00 EA	\$	3,500.00	\$	14,000.00
59	HYDRANT ASSEMBLY	1.00 EA	\$	6,500.00	\$	6,500.00
60	ESC LEAD	1.00 LS	\$	500.00	\$	500.00
61	INLET PROTECTION	16.00 EA	\$	100.00	\$	1,600.00
62	STREET CLEANING	60.00 HR	\$	230.00	\$	13,800.00
63	TOPSOIL TYPE A, 2 INCH THICK	5,266.00 SY	\$	6.10	\$	32,122.60
64	PLANT ESTABLISHMENT - 1 YEAR	1.00 LS	\$	2,000.00	\$	2,000.00
65	HYDROSEEDING	6,900.00 SY	\$	1.60	\$	11,040.00
66	SOD INSTALLATION	60.00 SY	\$	50.00	\$	3,000.00
67	5 GALLON SHRUB	5.00 EA	\$	205.00	\$	1,025.00
68	CEMENT CONCRETE MOW STRIP, 6 IN. X 12 IN.	36.00 LF	\$	30.00	\$	1,080.00
69	CEMENT CONCRETE CURB	54.00 LF	\$	50.00	\$	2,700.00
70	CEMENT CONCRETE CURB AND GUTTER	399.00 LF	\$	50.00	\$	19,950.00
71	MODIFY FENCING	1.00 LS	\$	4,000.00	\$	4,000.00
72	TEMPORARY CONSTRUCTION FENCING	1.00 LS	\$	3,100.00	\$	3,100.00

73	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	1,500.00	\$	1,500.00
74	CEMENT CONCRETE SIDEWALK	231.00 SY	\$	60.00	\$	13,860.00
75	RAMP DETECTABLE WARNING	32.00 SF	\$	35.00	\$	1,120.00
76	ILLUMINATION SYSTEM	1.00 LS	\$	8,700.00	\$	8,700.00
77	COMMUNICATION CONDUIT SYSTEM	1.00 LS	\$	71,000.00	\$	71,000.00
78	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1.00 LS	\$	1,500.00	\$	1,500.00
79	PAVEMENT MARKING - DURABLE HEAT APPLIED	261.00 SF	\$	9.96	\$	2,599.56
80	GATE VALVE 12 IN.	1.00 EA	\$	8,900.00	\$	8,900.00
Schedule A-1 Subtotal					\$	<u>3,176,537.16</u>
Summary of Bid Items					Bid Total	\$ <u>3,176,537.16</u>



Agenda Sheet for City Council Meeting of:

03/27/2023

<u>Date Rec'd</u>	3/7/2023
<u>Clerk's File #</u>	OPR 2023-0341
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2018099
<u>Bid #</u>	
<u>Requisition #</u>	CR 24715

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES
<u>Contact Name/Phone</u>	LOREN SEARL 625-7821
<u>Contact E-Mail</u>	LSEARL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0370 – LOW BID AWARD – WELL ELECTRIC WELLFIELD (2018099) – HOLT SERVICES

Agenda Wording

Low Bid of Holt Services, Inc. of (Edgewood, WA) for the Well Electric Wellfield Feasibility Study in the amount of \$3,108,868.00 plus tax. An administrative reserve of \$310,886.80 plus tax, which is 10% of the contract, will be set aside.

Summary (Background)

On March 6, 2023 bids were opened for the above project. The low bid was from Holt Services, Inc. in the amount of \$3,108,868.00, which is \$642,168.00 or 26% over the Engineer's Estimate; no other bids were received.

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> YES
<u>Fiscal Impact</u>		<u>Budget Account</u>
<u>Expense</u> \$ 3,108,868.00		# 4250-42300-94340-56501-15788
<u>Select</u> \$		#
<u>Select</u> \$		#
<u>Select</u> \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SEARL, LOREN	<u>Study Session\Other</u>	PIES 2/27/23
<u>Division Director</u>	MILLER, KATHERINE E	<u>Council Sponsor</u>	Kinnear
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	ddaniels@spokanecity.org	
<u>For the Mayor</u>	PERKINS, JOHNNIE	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>		eraea@spokanecity.org	
<u>Purchasing</u>	NECHANICKY, JASON	kgoodman@spokanecity.org	
		jgraff@spokanecity.org	
		pyoung@spokanecity.org	
		rstadeli@holtservicesinc.com	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Water
Contact Name	Loren Searl
Contact Email & Phone	lsearl@spokanecity.org, 625-7800
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Wellfield Feasibility Study
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Water Dept & Integrated Capital Management Departments are undertaking a study to determine the feasibility of a new well station near the existing Well Electric well station at Upriver dam as shown on the attached exhibit.</p> <p>Currently, the Water Dept must suspend pumping at its existing Well Electric when the river flow is 15,000 cfs or greater because it creates ground water influence in the wells.</p> <p>A previous study recommended constructing deeper wells in the vicinity of Upriver dam that would be less susceptible to groundwater influence during high river flows.</p> <p>This project consists of the construction and development of two deep monitoring wells, one shallow monitoring well, and one test production well as part of the larger Well Electric well field study currently being conducted by a consultant.</p> <p>The wells will be drilled where shown on the attached exhibit. These test wells will ultimately determine the feasibility of constructing a new well station at one of these selected locations (existing site or just north across the Spokane River).</p>
Proposed Council Action	Background information for future request for council approval of consultant contract.
Fiscal Impact	
Total Cost: Click or tap here to enter text.	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to	

respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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

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

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

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

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

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





City of Spokane
PUBLIC WORKS CONTRACT
**Title: WELL ELECTRIC WELLFIELD FEASIBILITY
STUDY – WELL DRILLING, CONSTRUCTION,
DEVELOPMENT, AND TESTING**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **HOLT SERVICES, INC.**, whose address is 10621 East Todd Road, Edgewood, Washington 98372 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **WELL ELECTRIC WELLFIELD FEASIBILITY STUDY – WELL DRILLING, CONSTRUCTION, DEVELOPMENT, AND TESTING.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor’s completed bid proposal form, the Washington State Department of Transportation’s Standard Specifications for Road, Bridge and Municipal Construction 2022, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2018099.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A2 for the actual quantities furnished for each bid item at a pre-tax total cost not to exceed \$3,108,868.00.

7. TAXES. Bid items in Schedule A2 shall not include sales tax.
8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.
9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the

number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract; shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
2. Each subcontractor which this chapter applies to is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

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

18. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of

the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

23. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
24. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
25. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
26. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
27. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
28. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.
31. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

32. CLEAN AIR ACT.

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

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

HOLT SERVICES, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Payment Bond
 - Performance Bond
 - Certification Regarding Debarment
 - Schedule A2
- 23-050

PAYMENT BOND

We, **HOLT SERVICES, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION ONE HUNDRED EIGHT THOUSAND EIGHT HUNDRED SIXTY-EIGHT AND NO/100 DOLLARS (\$3,108,868.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **WELL ELECTRIC WELLFIELD FEASIBILITY STUDY – WELL DRILLING, CONSTRUCTION, DEVELOPMENT, AND TESTING**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

HOLT SERVICES, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **HOLT SERVICES, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION ONE HUNDRED EIGHT THOUSAND EIGHT HUNDRED SIXTY-EIGHT AND NO/100 DOLLARS (\$3,108,868.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **WELL ELECTRIC WELLFIELD FEASIBILITY STUDY – WELL DRILLING, CONSTRUCTION, DEVELOPMENT, AND TESTING**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

HOLT SERVICES, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

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

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

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

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

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

4. I understand that a false statement of this certification may be grounds for termination of the contract.

<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)

HOLT SERVICES, INC.
Engineering Services No. 2018099

SCHEDULE A-2

Tax Classification: Sales tax shall NOT be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
D1-1	APPRENTICE UTILIZATION	1.00 LS	\$0.00	\$0.00
D1-2	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1.00 LS	\$1.00	\$1.00
1	MOBILIZATION AND DEMOBILIZATION	1.00 LS	\$70,000.00	\$70,000.00
2	EROSION AND SEDIMENT CONTROL	2.00 EA	\$1,500.00	\$3,000.00
3	WATER MANAGEMENT CONTROL	2.00 EA	\$1,500.00	\$3,000.00
4	SPILL PREVENTION, CONTROL, AND COUNTERMEASURES PLAN	2.00 LS	\$1,500.00	\$3,000.00
5	BOREHOLE DRILLING	800.00 LF	\$235.00	\$188,000.00
6	EXPLORATORY DRILLING	400.00 LF	\$265.00	\$106,000.00
7	MONITORING WELL CASING, FURNISH AND INSTALL	760.00 LF	\$50.00	\$38,000.00
8	WELL SCREEN, FURNISH AND INSTALL	40.00 LF	\$150.00	\$6,000.00
9	GRAVEL BACKFILL, FURNISH AND INSTALL	400.00 LF	\$25.00	\$10,000.00
10	WELL DEVELOPMENT	16.00 HR	\$1,000.00	\$16,000.00
11	FINE TRANSITION SAND, FURNISH AND INSTALL	20.00 LF	\$35.00	\$700.00
12	BENTONITE GROUT SLURRY, FURNISH AND PLACE	616.00 LF	\$40.00	\$24,640.00
13	BENTONITE CHIP SEAL, FURNISH AND PLACE	118.00 LF	\$30.00	\$3,540.00
14	WELL MONUMENT AND SURFACE COMPLETION	2.00 EA	\$750.00	\$1,500.00
A1-1	MOBILIZATION AND DEMOBILIZATION	1.00 LS	\$8,000.00	\$8,000.00
A1-2	BOREHOLE DRILLING	175.00 LF	\$150.00	\$26,250.00

A1-3	MONITORING WELL CASING, FURNISH AND INSTALL	155.00 LF	\$35.00	\$5,425.00
A1-4	WELL SCREEN, FURNISH AND INSTALL	20.00 LF	\$150.00	\$3,000.00
A1-5	WELL DEVELOPMENT	8.00 HR	\$1,000.00	\$8,000.00
A1-6	GRAVEL BACKFILL, FURNISH AND INSTALL	20.00 LF	\$20.00	\$400.00
A1-7	FINE TRANSITION SAND, FURNISH AND INSTALL	10.00 LF	\$30.00	\$300.00
A1-8	BENTONITE GROUT SLURRY, FURNISH AND PLACE	96.00 LF	\$35.00	\$3,360.00
A1-9	BENTONITE CHIP SEAL, FURNISH AND PLACE	44.00 LF	\$25.00	\$1,100.00
A1-10	WELL MONUMENT AND SURFACE COMPLETION	1.00 LS	\$750.00	\$750.00
A2-1	MOBILIZATION AND DEMOBILIZATION	1.00 LS	\$221,038.00	\$221,038.00
A2-2	SURFACE SEAL	175.00 LF	\$1,634.00	\$285,950.00
A2-3	20-INCH BOREHOLE DRILLING	230.00 LF	\$1,248.00	\$287,040.00
A2-4	DRIVE SHOE CUT	2.00 EA	\$12,411.00	\$24,822.00
A2-5	20-INCH PERMANENT WELL CASING	408.00 LF	\$188.00	\$76,704.00
A2-6	PLUMBNESS AND ALIGNMENT TEST	1.00 LS	\$11,519.00	\$11,519.00
A2-7	WELL SCREEN ASSEMBLY, FURNISH AND INSTALL 16-INCH CASING BLANK	80.00 LF	\$239.00	\$19,120.00
A2-8	WELL SCREEN ASSEMBLY, FURNISH AND INSTALL 16-INCH PIPE-SIZE WELL SCREEN	135.00 LF	\$557.00	\$75,195.00
A2-9	FILTER PACK ENVELOPE, FURNISH AND PLACE	215.00 LF	\$319.00	\$68,585.00
A2-10	WELL DEVELOPMENT, ZONAL IMPULSE GENERATION	40.00 HR	\$1,425.00	\$57,000.00
A2-11	WELL DEVELOPMENT, TEST PUMP	8.00 HR	\$700.00	\$5,600.00
A2-12	WELL VIDEO SURVEY	1.00 LS	\$3,200.00	\$3,200.00
A2-13	WELL DIRECTION	1.00 LS	\$16,107.00	\$16,107.00
A2-14	WELL SURFACE COMPLETION	1.00 LS	\$2,321.00	\$2,321.00

A2-15	STANDBY TIME	4.00 HR	\$1,150.00	\$4,600.00
A2-16	AUTHORIZED HOURLY WORK	4.00 HR	\$1,300.00	\$5,200.00
A3-1	FURNISH, INSTALL, AND REMOVE TEST PUMP AND APPURTENANCES	1.00 LS	\$28,009.00	\$28,009.00
A3-2	FURNISH, INSTALL, AND REMOVE DISCHARGE PIPE	250.00 LF	\$97.00	\$24,250.00
A3-3	TEST PUMPING	56.00 HR	\$685.00	\$38,360.00
A4-1	MOBILIZATION AND DEMOBILIZATION	1.00 LS	\$8,000.00	\$8,000.00
A4-2	BOREHOLE DRILLING	175.00 LF	\$150.00	\$26,250.00
A4-3	MONITORING WELL CASING, FURNISH AND INSTALL	155.00 LF	\$35.00	\$5,425.00
A4-4	WELL SCREEN, FURNISH AND INSTALL	20.00 LF	\$150.00	\$3,000.00
A4-5	WELL DEVELOPMENT	8.00 HR	\$1,000.00	\$8,000.00
A4-6	GRAVEL BACKFILL, FURNISH AND INSTALL	20.00 LF	\$20.00	\$400.00
A4-7	FINE TRANSITION SAND, FURNISH AND INSTALL	10.00 LF	\$30.00	\$300.00
A4-8	BENTONITE GROUT SLURRY, FURNISH AND PLACE	96.00 LF	\$35.00	\$3,360.00
A4-9	BENTONITE CHIP SEAL, FURNISH AND PLACE	44.00 LF	\$25.00	\$1,100.00
A4-10	WELL MONUMENT AND SURFACE COMPLETION	1.00 LS	\$750.00	\$750.00
A5-1	MOBILIZATION AND DEMOBILIZATION	1.00 LS	\$221,265.00	\$221,265.00
A5-2	SURFACE SEAL	175.00 LF	\$1,634.00	\$285,950.00
A5-3	20-INCH BOREHOLE DRILLING	230.00 LF	\$1,248.00	\$287,040.00
A5-4	DRIVE SHOE CUT	2.00 EA	\$12,411.00	\$24,822.00
A5-5	20-INCH PERMANENT WELL CASING	408.00 LF	\$188.00	\$76,704.00
A5-6	PLUMBNESS AND ALIGNMENT TEST	1.00 LS	\$11,519.00	\$11,519.00
A5-7	WELL SCREEN ASSEMBLY, FURNISH AND INSTALL 16-INCH CASING BLANK	80.00 LF	\$239.00	\$19,120.00

A5-8	WELL SCREEN ASSEMBLY, FURNISH AND INSTALL 16-INCH PIPE-SIZE SCREEN	135.00 LF	\$557.00	\$75,195.00
A5-9	FILTER PACK ENVELOPE, FURNISH AND PLACE	215.00 LF	\$319.00	\$68,585.00
A5-10	WELL DEVELOPMENT, ZONAL IMPULSE GENERATION	40.00 HR	\$1,425.00	\$57,000.00
A5-11	WELL DEVELOPMENT, TEST PUMP	8.00 HR	\$700.00	\$5,600.00
A5-12	WELL VIDEO SURVEY	1.00 LS	\$3,200.00	\$3,200.00
A5-13	WELL DISINFECTION	1.00 LS	\$16,107.00	\$16,107.00
A5-14	WELL SURFACE COMPLETION	1.00 LS	\$2,321.00	\$2,321.00
A5-15	STANDBY TIME	4.00 HR	\$1,150.00	\$4,600.00
A5-16	AUTHORIZED HOURLY WORK	4.00 HR	\$1,300.00	\$5,200.00
A6-1	FURNISH, INSTALL, AND REMOVE TEST PUMP AND APPURTENANCES	1.00 LS	\$28,109.00	\$28,109.00
A6-2	FURNISH, INSTALL, AND REMOVE DISCHARGE PIPE	1000.00 LF	\$37.00	\$37,000.00
A6-3	TEST PUMPING	56.00 HR	\$685.00	\$38,360.00
Schedule A-2 Subtotal				<u>\$3,108,868.00</u>

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number
Project Description

2018099
Well Electric Wellfield Feasibility Stu

				<i>Engineer's Estimate</i>		HOLT SERVICES, INC.	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	
Tax Classification							
Sales tax shall NOT be included in							
D1-1	APPRENTICE UTILIZATION	1	LS	7500	\$7,500.00	0	\$0.00
D1-2	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1	LS	5000	\$5,000.00	1	\$1.00
1	MOBILIZATION AND DEMOBILIZATION	1	LS	40000	\$40,000.00	70000	\$70,000.00
2	EROSION AND SEDIMENT CONTROL	2	EA	2500	\$5,000.00	1500	\$3,000.00
3	WATER MANAGEMENT CONTROL	2	EA	2500	\$5,000.00	1500	\$3,000.00
4	SPILL PREVENTION, CONTROL, AND COUNTERMEASURES PLAN	2	LS	2500	\$5,000.00	1500	\$3,000.00
5	BOREHOLE DRILLING	800	LF	200	\$160,000.00	235	\$188,000.00
6	EXPLORATORY DRILLING	400	LF	200	\$80,000.00	265	\$106,000.00
7	MONITORING WELL CASING, FURNISH AND INSTALL	760	LF	35	\$26,600.00	50	\$38,000.00
8	WELL SCREEN, FURNISH AND INSTALL	40	LF	150	\$6,000.00	150	\$6,000.00
9	GRAVEL BACKFILL, FURNISH AND INSTALL	400	LF	25	\$10,000.00	25	\$10,000.00
10	WELL DEVELOPMENT	16	HR	1000	\$16,000.00	1000	\$16,000.00
11	FINE TRANSITION SAND, FURNISH AND INSTALL	20	LF	35	\$700.00	35	\$700.00
12	BENTONITE GROUT SLURRY, FURNISH AND PLACE	616	LF	40	\$24,640.00	40	\$24,640.00
13	BENTONITE CHIP SEAL, FURNISH AND PLACE	118	LF	30	\$3,540.00	30	\$3,540.00
14	WELL MONUMENT AND SURFACE COMPLETION	2	EA	2500	\$5,000.00	750	\$1,500.00
A1-1	MOBILIZATION AND DEMOBILIZATION	1	LS	10000	\$10,000.00	8000	\$8,000.00
A1-2	BOREHOLE DRILLING	175	LF	200	\$35,000.00	150	\$26,250.00
A1-3	MONITORING WELL CASING, FURNISH AND INSTALL	155	LF	35	\$5,425.00	35	\$5,425.00
A1-4	WELL SCREEN, FURNISH AND INSTALL	20	LF	150	\$3,000.00	150	\$3,000.00
A1-5	WELL DEVELOPMENT	8	HR	1000	\$8,000.00	1000	\$8,000.00
A1-6	GRAVEL BACKFILL, FURNISH AND INSTALL	20	LF	25	\$500.00	20	\$400.00
A1-7	FINE TRANSITION SAND, FURNISH AND INSTALL	10	LF	35	\$350.00	30	\$300.00
A1-8	BENTONITE GROUT SLURRY, FURNISH AND PLACE	96	LF	40	\$3,840.00	35	\$3,360.00
A1-9	BENTONITE CHIP SEAL, FURNISH AND PLACE	44	LF	30	\$1,320.00	25	\$1,100.00
A1-10	WELL MONUMENT AND SURFACE COMPLETION	1	LS	2500	\$2,500.00	750	\$750.00
A2-1	MOBILIZATION AND DEMOBILIZATION	1	LS	90000	\$90,000.00	221038	\$221,038.00
A2-2	SURFACE SEAL	175	LF	625	\$109,375.00	1634	\$285,950.00
A2-3	20-INCH BOREHOLE DRILLING	230	LF	850	\$195,500.00	1248	\$287,040.00
A2-4	DRIVE SHOE CUT	2	EA	7500	\$15,000.00	12411	\$24,822.00
A2-5	20-INCH PERMANENT WELL CASING	408	LF	275	\$112,200.00	188	\$76,704.00
A2-6	PLUMBNESS AND ALIGNMENT TEST	1	LS	7500	\$7,500.00	11519	\$11,519.00
A2-7	WELL SCREEN ASSEMBLY, FURNISH AND INSTALL 16-INCH CASING BLANK	80	LF	275	\$22,000.00	239	\$19,120.00
A2-8	WELL SCREEN ASSEMBLY, FURNISH AND INSTALL 16-INCH PIPE-SIZE WELL SCREEN	135	LF	650	\$87,750.00	557	\$75,195.00
A2-9	FILTER PACK ENVELOPE, FURNISH AND PLACE	215	LF	325	\$69,875.00	319	\$68,585.00
A2-10	WELL DEVELOPMENT, ZONAL IMPULSE GENERATION	40	HR	1250	\$50,000.00	1425	\$57,000.00
A2-11	WELL DEVELOPMENT, TEST PUMP	8	HR	575	\$4,600.00	700	\$5,600.00
A2-12	WELL VIDEO SURVEY	1	LS	2500	\$2,500.00	3200	\$3,200.00
A2-13	WELL DIRECTION	1	LS	7500	\$7,500.00	16107	\$16,107.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

A2-14	WELL SURFACE COMPLETION	1	LS	7500	\$7,500.00	2321	\$2,321.00
A2-15	STANDBY TIME	4	HR	850	\$3,400.00	1150	\$4,600.00
A2-16	AUTHORIZED HOURLY WORK	4	HR	850	\$3,400.00	1300	\$5,200.00
A3-1	FURNISH, INSTALL, AND REMOVE TEST PUMP AND	1	LS	60000	\$60,000.00	28009	\$28,009.00
A3-2	FURNISH, INSTALL, AND REMOVE DISCHARGE PIPE	250	LF	125	\$31,250.00	97	\$24,250.00
A3-3	TEST PUMPING	56	HR	575	\$32,200.00	685	\$38,360.00
A4-1	MOBILIZATION AND DEMOBILIZATION	1	LS	10000	\$10,000.00	8000	\$8,000.00
A4-2	BOREHOLE DRILLING	175	LF	200	\$35,000.00	150	\$26,250.00
A4-3	MONITORING WELL CASING, FURNISH AND INSTALL	155	LF	35	\$5,425.00	35	\$5,425.00
A4-4	WELL SCREEN, FURNISH AND INSTALL	20	LF	150	\$3,000.00	150	\$3,000.00
A4-5	WELL DEVELOPMENT	8	HR	1000	\$8,000.00	1000	\$8,000.00
A4-6	GRAVEL BACKFILL, FURNISH AND INSTALL	20	LF	25	\$500.00	20	\$400.00
A4-7	FINE TRANSITION SAND, FURNISH AND INSTALL	10	LF	35	\$350.00	30	\$300.00
A4-8	BENTONITE GROUT SLURRY, FURNISH AND PLACE	96	LF	40	\$3,840.00	35	\$3,360.00
A4-9	BENTONITE CHIP SEAL, FURNISH AND PLACE	44	LF	30	\$1,320.00	25	\$1,100.00
A4-10	WELL MONUMENT AND SURFACE COMPLETION	1	LS	2500	\$2,500.00	750	\$750.00
A5-1	MOBILIZATION AND DEMOBILIZATION	1	LS	100000	\$100,000.00	221265	\$221,265.00
A5-2	SURFACE SEAL	175	LF	625	\$109,375.00	1634	\$285,950.00
A5-3	20-INCH BOREHOLE DRILLING	230	LF	850	\$195,500.00	1248	\$287,040.00
A5-4	DRIVE SHOE CUT	2	EA	7500	\$15,000.00	12411	\$24,822.00
A5-5	20-INCH PERMANENT WELL CASING	408	LF	275	\$112,200.00	188	\$76,704.00
A5-6	PLUMBNESS AND ALIGNMENT TEST	1	LS	7500	\$7,500.00	11519	\$11,519.00
A5-7	WELL SCREEN ASSEMBLY, FURNISH AND INSTALL 16-INCH CASING BLANK	80	LF	275	\$22,000.00	239	\$19,120.00
A5-8	WELL SCREEN ASSEMBLY, FURNISH AND INTALL 16-INCH PIPE- SIZE SCREEN	135	LF	650	\$87,750.00	557	\$75,195.00
A5-9	FILTER PACK ENVELOPE, FURNISH AND PLACE	215	LF	325	\$69,875.00	319	\$68,585.00
A5-10	WELL DEVELOPMENT, ZONAL IMPULSE GENERATION	40	HR	1250	\$50,000.00	1425	\$57,000.00
A5-11	WELL DEVELOPMENT, TEST PUMP	8	HR	575	\$4,600.00	700	\$5,600.00
A5-12	WELL VIDEO SURVEY	1	LS	2500	\$2,500.00	3200	\$3,200.00
A5-13	WELL DISINFECTION	1	LS	7500	\$7,500.00	16107	\$16,107.00
A5-14	WELL SURFACE COMPLETION	1	LS	7500	\$7,500.00	2321	\$2,321.00
A5-15	STANDBY TIME	4	HR	850	\$3,400.00	1150	\$4,600.00
A5-16	AUTHORIZED HOURLY WORK	4	HR	850	\$3,400.00	1300	\$5,200.00
A6-1	FURNISH, INSTALL, AND REMOVE TEST PUMP AND APPURTENANCES	1	LS	60000	\$60,000.00	28109	\$28,109.00
A6-2	FURNISH, INSTALL, AND REMOVE DISCHARGE PIPE	1000	LF	125	\$125,000.00	37	\$37,000.00
A6-3	TEST PUMPING	56	HR	575	\$32,200.00	685	\$38,360.00
Bid Total					\$2,466,700.00	\$3,108,868.00	

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Total</i>
ENGINEER'S ESTIMATE	2,466,700.00	0.00	0.00	0.00	0.00	0.00	\$2,466,700.00
HOLT SERVICES, INC.	3,108,868.00	0.00	0.00	0.00	0.00	0.00	\$3,108,868.00

Low Bid Contractor: HOLT SERVICES, INC.

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	\$3,388,666.12	\$2,688,703.00	26.03 % Over Estimate
<i>Schedule 03</i>	\$0.00	\$0.00	0.00 % Over Estimate
<i>Bid Totals</i>	\$3,388,666.12	\$2,688,703.00	26.03 % Over Estimate



Agenda Sheet for City Council Meeting of:

03/27/2023

<u>Date Rec'd</u>	3/7/2023
<u>Clerk's File #</u>	OPR 2023-0342
<u>Renews #</u>	

<u>Submitting Dept</u>	POLICE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	SHAWNA ERNST 625-4106	<u>Project #</u>	
<u>Contact E-Mail</u>	SERNST@SPOKANEPOLICE.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	0680 - CISCO NETWORK SWITCHES		

Agenda Wording

Purchase of network switches for the Dell PowerShare equipment that was bought in 2022. This will allow for encrypted network communication from the Dell PowerShare to SPD detectives.

Summary (Background)

The Spokane Police Department requires network switches for the Dell PowerShare purchased in 2022 that will allow for encrypted network communication from the Dell PowerShare to Detectives. The PowerShare is used to securely house digital forensic evidence. Purchase will be made using Washington State Contract #5819 (NASPO AR3227) per interlocal agreement. Total before tax - \$66,109.18

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ 28,864.14		# 5902-79115-94000-56409-99999
Expense \$ 43,194.86		# 5902-79115-21250-54820-99999
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MEIDL, CRAIG	<u>Study Session\Other</u>	PSCHC 03/06/2023
<u>Division Director</u>	MEIDL, CRAIG	<u>Council Sponsor</u>	Councilmember Cathcart
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	sernst	
<u>For the Mayor</u>	PERKINS, JOHNNIE	spdfinance	
<u>Additional Approvals</u>		cplascencia@spokanecity.org	

<u>Purchasing</u>		

ACI CCB Pod to PSB

Contract Information

WA, NASPO, AR3227 #05819

Quote Information:

Quote #: JJW204745

Version: 2

Quote Date: 02/09/2023

Expiration Date: 02/28/2023

Prepared for:

City of Spokane

Phillip Jenkins

(509) 625-6956

pjenkins@spokanecity.org

Bill To:

City of Spokane

IT Admin

808 W Spokane Falls Blvd

Spokane, WA 99201-3301

itadmin@spokanecity.org

Ship To:

City of Spokane

Phillip Jenkins

808 W Spokane Falls Blvd

Spokane, WA 99201-3301

N9K-C93180YC-FX - 35 day lead time

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
N9K-C93180YC-FX	Nexus 9300 with 48p 1/10/25G, 6p 40/100G, MACsec	2	\$30,437.78	\$13,240.43	\$26,480.86
CON-SNT-N93YCFX	12 Months SNTC-8X5XNBD Nexus 9300 with 48p	2	\$1,423.00	\$1,166.86	\$2,333.72
MODE-ACI-LEAF	Dummy PID for mode selection	2	\$0.00	\$0.00	\$0.00
NXK-AF-PE	Dummy PID for Airflow Selection Port-side Exhaust	2	\$0.00	\$0.00	\$0.00
ACI-N9KDK9-15.2	Nexus 9500 or 9300 ACI Base Software NX-OS Rel 15.2	2	\$0.00	\$0.00	\$0.00
NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	2	\$0.00	\$0.00	\$0.00
NXA-PAC-500W-PE	Nexus NEBs AC 500W PSU - Port Side Exhaust	4	\$0.00	\$0.00	\$0.00
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	4	\$0.00	\$0.00	\$0.00
NXA-FAN-30CFM-F	Nexus Fan, 30CFM, port side exhaust airflow	8	\$0.00	\$0.00	\$0.00
C1A1TN9300XF-5Y	DCN Advantage Term N9300 XF, 5Y - Initial Term - 60.00 Months Auto Renewal Term - 0 Months Billing Model - Prepaid Term	2	\$28,221.00	\$12,276.14	\$24,552.28

N9K-C93180YC-FX - 35 day lead time

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K - Initial Term - 60.00 Months Auto Renewal Term - 0 Months Billing Model - Prepaid Term	2	\$0.00	\$0.00	\$0.00
SFP-10G-SR=	10GBASE-SR SFP Module	24	\$1,220.52	\$530.93	\$12,742.32
				Subtotal:	\$66,109.18

Cisco Learning Credits

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
TRN-CLC-000	Cisco learning credits	3	\$1,000.00	\$0.00	\$0.00
				Subtotal:	\$0.00

Shipping

Product Description	Quantity	Price	Ext. Price
Ground Shipping To Be Determined, Billed As Actual	1	\$0.00	\$0.00

Quote Summary

Description	Amount
N9K-C93180YC-FX - 35 day lead time	\$66,109.18
Cisco Learning Credits	\$0.00
Total:	\$66,109.18

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel any order arising from pricing or other errors. If Customer is purchasing a subscription-based product, Customer agrees to pay all charges for the complete term of the subscription. By signing below or issuing a Purchase Order, Customer agrees to CompuNet's standard terms and conditions, which can be reviewed [here](#), provided, that if Customer and CompuNet are parties to a currently effective Master Product Purchase and Services Agreement (MSA), the terms and conditions of such MSA shall control and shall supersede these standard terms and conditions. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. This Quote becomes binding and noncancelable upon Customer's return to CompuNet of acceptance. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Executive.

City of Spokane

Signature: _____

Name: _____

Title: _____

Date: _____

PO Number: _____

Committee Agenda Sheet

Finance and Administration

Submitting Department	Spokane Police Department
Contact Name & Phone	Shawna Ernst – 509-625-4106
Contact Email	sernst@spokanepolice.org
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Purchase from CompuNet – Cisco network switches
Summary (Background)	Spokane Police Department requires network switches for the Dell PowerShare purchased in 2022. This purchase will allow for encrypted network communication from the Dell PowerShare to Detectives. The PowerShare is used to securely house digital forensic evidence.
Proposed Council Action & Date:	Approval on March 20 th , 2023.
Fiscal Impact:	
Total Cost: \$66,109.18 in 2023, future replacement costs integrated into the ITSD replacement plan.	
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: SPD 2023 Capital Funds	
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?	
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:

03/27/2023

<u>Date Rec'd</u>	3/7/2023
<u>Clerk's File #</u>	OPR 2023-0343
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2022-0730
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	FIRE
<u>Contact Name/Phone</u>	BRIAN SCHAEFFER X7001
<u>Contact E-Mail</u>	BSCHAEFFER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	1970 - PRE-APPROVAL OF 7 SMALL RESPONSE VEHICLES

Agenda Wording
 Spokane Fire Department would like to receive pre-approval to purchase (4) Ford F-250 or similar, diesel, crew cab 4WD pickup trucks and (3) Chevrolet Tahoe/GMC Yukon, or similar diesel AWD sport utility vehicles.

Summary (Background)
 A prior, pre-approval request was granted by Council (OPR 2022-0730) in late 2022 but vehicle availability was very limited. Purchasing has requested that SFD obtain an updated approval from Council for CY2023. The prior-approved cost estimate was \$515,000.00. The estimate has been increased to \$565,000.00 to allow for annual price increases.

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
<u>Expense</u> \$ \$565,000.00		# 5903-79125-94220-56404-99999
<u>Select</u> \$		#
<u>Select</u> \$		#
<u>Select</u> \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session\Other</u>	Public Safety - 3/6/23
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Council Sponsor</u>	CM KINNEAR & CM CATHCART
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	bschaeffer@spokanecity.org	
<u>For the Mayor</u>	PERKINS, JOHNNIE	kschmitt@spokanecity.org	
<u>Additional Approvals</u>		fireaccounting@spokanecity.org	
<u>Purchasing</u>		dstockdill@spokanecity.org	

Committee Agenda Sheet

PUBLIC SAFETY AND COMMUNITY HEALTH

Submitting Department	Fire
Contact Name & Phone	Brian Schaeffer (509) 435-7001
Contact Email	bschaeffer@spokanecity.org
Council Sponsor(s)	CM Kinnear, CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Pre-Approval for purchase of (7) Small Response Vehicles
Summary (Background)	<p>A prior, pre-approval request was granted by Council (OPR 2022-0730) in late 2022 but vehicle availability was very limited. Purchasing has requested that SFD obtain an updated approval from Council for CY2023. The prior-approved cost estimate was \$515,000. The estimate has been increased to \$565,000 to allow for annual price increases.</p> <p>Due to short order-bank windows, SFD is requesting pre-approval for the purchase of (4) Chevy Silverado 2500, or similar, diesel, crew cab, AWD pickup trucks and (3) Chevrolet Tahoe/GMC Yukon, or similar, diesel, AWD sport utility vehicles. These new vehicles will replace current small response vehicles that have reached the end of their programmed, frontline service life. The current units will be reassigned within the SFD as reserve or non-response units. Purchase details:</p> <ul style="list-style-type: none"> • Cost --\$565,000 – Estimated cost for these (7) vehicles, including 9.1% WA State motor vehicle tax. • Delivery – Late 2023/early 2024, depending on supply chain interruptions.
Proposed Council Action & Date:	Approval by 3/27/2023
Fiscal Impact: Total Cost: \$565,000 estimated. 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: Fire SIP Capital Reserves Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) None.	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
These vehicles will be utilized in all areas of the City of Spokane.	
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?	

Collected data will primarily focus on response time and number of patients transported. These metrics apply to all groups equally.

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

Fuel expense data and maintenance costs will be monitored to ensure they are meeting data projections on fleet efficiency. Patient care data is collected via Patient Care Reports.

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?

SFD is proactively following State and City guidance to minimize, when operationally feasible, the purchase of conventional, fossil-fuel powered vehicles. This purchase supports the following Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrency, CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives.



Agenda Sheet for City Council Meeting of:

03/27/2023

<u>Date Rec'd</u>	3/8/2023
<u>Clerk's File #</u>	OPR 2023-0344
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	FIRE
<u>Contact Name/Phone</u>	BRIAN SCHAEFFER X7001
<u>Contact E-Mail</u>	BSCHAEFFER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1970 - FAIRCHILD AIR FORCE BASE MUTUAL AID AGREEMENT

Agenda Wording
 Five year Mutual Aid Agreement between the Fairchild Air Force Base and City of Spokane Fire Department.

Summary (Background)
 The SFD has enjoyed a Mutual Aid Agreement with Fairchild for several decades with infrequent utilization. However, Mutual Aid Agreements are critical to maintain operational readiness, preparation, and disaster training for the region. Recently, the Fairchild AFB Fire Chief notified the City of the need to modify the existing agreement due to changes within the DOD caused by PFOS and PFAS contamination caused by firefighting foam surrounding DOD installations.

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Select \$		#
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session\Other</u>	Public Safety - 3/6/23
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Council Sponsor</u>	CP Beggs
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	bschaeffer@spokanecity.org	
<u>For the Mayor</u>	PERKINS, JOHNNIE	Jason Rudy (jason.rudy.1@us.af.mil)	
<u>Additional Approvals</u>		fireaccounting@spokanecity.org	
<u>Purchasing</u>		kschmitt@spokanecity.org	

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Fire
Contact Name	Brian Schaefer
Contact Email & Phone	bschaeffer@spokanefire.org 509-625-7001
Council Sponsor(s)	Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 0
Agenda Item Name	Fairchild AFB Mutual Aid Agreement
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The SFD has enjoyed a Mutual Aid Agreement with Fairchild for several decades with infrequent utilizations. However, Mutual Aid Agreements are critical to maintain operational readiness, preparation, and disaster training for the region. Recently, the Fairchild AFB Fire Chief notified the city of the need to modify the existing agreement due to changes within the Department of Defense caused by the PFOS and PFAS contamination caused by firefighting foam surrounding DOD installations.</p> <p>Prior to 2002, many fluorosurfactants used in Aqueous Film Forming Foam (AFFF) were PFOS-based, which resulted in AFFF that contained PFOS and precursors compounds that could form into PFOS, PFOA and other PFAS of concern. The SFD completely removed PFOS and PFAS containing AFFF from service during the period of 2006-2008.</p> <p>For incidents occurring in the City jurisdiction, the SFD Incident Commander is responsible for the risk management decisions and resulting tactics used during disasters.</p>
Proposed Council Action	Approve
Fiscal Impact	
Total Cost:– 0	
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: Fire/EMS budget	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? The Mutual Aid Agreement guarantees assistance, talent, and specialized equipment from the Fairchild Air Force Base during disasters.	
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?

Mutual Aid contracts are constantly updated based on changing conditions (mergers, after action reviews, national experience)

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? SFD Strategic Plan Goal #1 Reduce the number and severity of emergency incidents. Goal #2 Foster an environment conducive to the safety and health of us all.

**AGREEMENT FOR MUTUAL AID
IN FIRE AND EMERGENCY SERVICES**

This Mutual Aid Agreement (the "Agreement"), is made and entered into this ___day of _____20_, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander (*Fairchild AFB*) pursuant to the authority of 42 U.S.C. § 1856a and the City of Spokane Fire Department located within Spokane County, State of Washington. Together the Air Force and City of Spokane Fire Department are hereinafter referred to as the "Parties".

***WITNESSETH:**

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and AFI 32-2001, *Fire and Emergency Services Program*.

b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.

c. On request to a representative of the Fairchild Air Force Base fire department by a representative of the City of Spokane Fire Department, fire protection equipment and personnel of the Fairchild Air Force Base fire department will be dispatched to any point within the area for which the City of Spokane Fire Department normally provides fire protection services as designated by the representatives of the City of Spokane Fire Department .

d. On request to a representative of the City of Spokane Fire Department by a representative of the Fairchild Air Force Base fire department, fire protection equipment and personnel of the

City of Spokane Fire Department will be dispatched to any point within the jurisdiction of the Fairchild Air Force Base as designated by the representative of the Fairchild Air Force Base fire department.

e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and will be subject to the orders of that official.

(3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4) Sharing of non-encrypted Radio Frequencies/INTEROPERABILITY capability between agencies specifically during Mutual Aids for accountability of personnel and assets, including sharing of valuable information between Incident Command and firefighters.

(5) HAZMAT incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained HAZMAT will be the responsibility of the requesting organization.

(6) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the City of Spokane Fire Department normally provides fire protection services, parties agree to enter into a Unified Command as outlined in the Spokane County Field Operating Guides.

(7) Each party agrees that all responding agencies have the right to assign a Duty Officer to oversee the operations of their personnel as outlined in the Spokane County Field Operating Guides.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance.

(1) Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), City of Spokane Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local IAW each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

(2) Furthermore, City of Spokane Fire Department agrees to indemnify and hold harmless the United States from any liability that may arise from the use of firefighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the City of Spokane Fire Department, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect City of Spokane Fire Department's obligation under this paragraph to indemnify and hold harmless the United States from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the City of Spokane Fire Department, which obligation shall survive such termination.

g. Both Parties agree to implement the Incident Command System IAW Spokane County Field Operating Guides

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

i. All equipment used by City of Spokane Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for City of Spokane Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of City of Spokane Fire Department

j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

I. Disputes.

(1) Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

m. Alternative Dispute Resolution.

(1) If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

(2) By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures IAW 5 United States Code. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 United States Code. § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at www.adr.af.mil).

(3) The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. The City of Spokane Fire Departments obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

n. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:
Fairchild Air Force Base
Chesley L. Dycus
1 East Bong Street, Suite 228
Fairchild AFB, WA 99011

And:

Department of the Air Force
Air Force Civil Engineer Center/CXF
139 Barnes Dr, Suite 1
Tyndall AFB FL 32403-5319

And:

Fairchild Air Force Base
Jason Rudy
1001 Boston Ave
Fairchild AFB, WA 99011

For Spokane City Fire Department
Attention to: Brian Shaeffer, Fire Chief
44 W Riverside Ave
Spokane, WA 99201

TERMS OF THE AGREEMENT

o. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for five years (insert date) from that date (the "Term"). The Parties to this agreement shall conduct an annual review for currency to respective regulatory and policy guidance and shall acknowledge review by cover letter signature from both Parties' senior fire officers. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at 180 days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

p. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

q. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

r. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

FIRE DEPARTMENT
For City of Spokane Fire Department

THE UNITED STATES OF
AMERICA
by the Secretary of the Air Force

By: _____

By: _____

Name: _____
FIRE CHIEF, Spokane, WA

Name: _____
COMMANDER, Fairchild Air Force Base

Date: _____

Date: _____



Agenda Sheet for City Council Meeting of:

03/27/2023

Date Rec'd	11/16/2022
Clerk's File #	OPR 2023-0345
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TERI STRIPES 6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 -MFTE CONDITIONAL AGREEMENT - 2ND AVE APARTMENTSS		

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Rad Space, LLC for the future construction of approximately 4 units, at Parcel Number(s) 35202.2701, commonly known as 528 E 2nd Ave. This Conditional Agreement will ultimately

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff has determined that the 2nd Ave Apartments Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	GARDNER, SPENCER	<u>Study Session\Other</u>	Urban Experience
<u>Division Director</u>	MACDONALD, STEVEN	<u>Council Sponsor</u>	CMs Kinnear and
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	smacdonald@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	sgardner@spokanecity.org	
<u>Additional Approvals</u>		mpiccolo@spokanecity.org	
<u>Purchasing</u>		Applicant: Paul Williams paulw@radspace.net	
		tstripes@spokanecity.org	
		jchurchill@spokanecity.org	
		rbenzie@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

Summary (Background)

identified in SMC 08.15.030. Once the project is constructed, the applicant intends to rent units at a market rate.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Urban Experience – March 2023

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, ext 6597
Contact Email	Tstripes@spokanecity.org
Council Sponsor(s)	District CMs Kinnear & Wilkerson, Stratton & Zappone, Cathcart & Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Four Multi-Family Tax Exemption (MFTE) Conditional Agreement(s)
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that all four of the Conditional applications meet the Project Eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the projects are constructed, Harrington Apartments and 2nd Ave Apartments, and Garden District Apartments intend to finalize as 12-yr exemptions -- meeting the income and rent restrictions.</p> <p>Once the project is constructed, Haven & Wellesley Multifamily intends to finalize as an 8-yr exemption -- no income and rent restrictions.</p> <p>These Conditional Agreements authorize the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemptions to be filed with the Spokane County Assessor’s Office post construction.</p>
Proposed Council Action & Date:	<p>Seeking approval of the 4 MFTE Conditional Agreement(s) for:</p> <p>District 2 CM Sponsors: Kinnear and Wilkerson</p> <p>2nd Ave Apartments at the 3/27/2023, City Council Meeting.</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for four units at 528 E 2nd Ave. <ul style="list-style-type: none"> ○ Property is zoned Downtown University (DTU) and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$450,000 ○ Located in the East Central neighborhood.

Garden District Apartments at the 3/27/2023, City Council Meeting.

- **Project Details:** The applicant applied for a MFTE Agreement for **78 units at 2380 E 30th Ave, Spokane, WA.**
 - Property is zoned Residential Single Family and the proposed use is allowed.
 - Estimated Construction Costs of all phases: \$10,000,000.
 - Located in the Lincoln Heights neighborhood.

District 3 CM Sponsors: Zappone and Stratton

Harrington Apartments at the 3/27/2023, City Council Meeting.

- **Project Details:** The applicant applied for a Conditional MFTE Agreement for **42 units at 1505 W Broadway & 719 N Walnut St.**
 - Property is zoned Centers & Corridors 1- Neighborhood Center (CC1-NC) and the proposed use is allowed.
 - Estimated Construction Costs of all phases: **\$14,000,000**
 - Located in the **West Central** neighborhood.

District 1 CM Sponsors: Cathcart and Bingle

Haven & Wellesley Multifamily at the 3/27/2023, City Council Meeting

- **Project Details:** The applicant applied for a MFTE Agreement for **29 units at 2929 & 2937 E Wellesley Ave.**
 - **Property is zoned Centers & Corridors 2 – District Center (CC2-DC) and the proposed use is allowed.**
 - **Estimated Construction Costs of all phases: \$4,800,000.**
 - **Located in the Hillyard neighborhood.**

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?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW [84.14.021](#), must file with a designated authorized representative of the city or county an annual report indicating the following:

(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;

(b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW [84.14.020](#) since the date of the certificate approved by the city or county;

(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and

(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:

(a) The number of tax exemption certificates granted;

(b) The total number and type of units produced or to be produced;

(c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;

- (d) The actual development cost of each unit produced;**
- (e) The total monthly rent or total sale amount of each unit produced;**
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and**
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.**

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[[2021 c 187 § 5](#); [2012 c 194 § 9](#); [2007 c 430 § 10](#); [1995 c 375 § 13](#).]

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

[Title 08](#) Taxation and Revenue

[Chapter 08.15](#) Multiple-family Housing Property Tax Exemption

[Section 08.15.100](#) **Annual Certification and Affordability Certification**

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in [SMC 8.15.090](#) since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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?

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

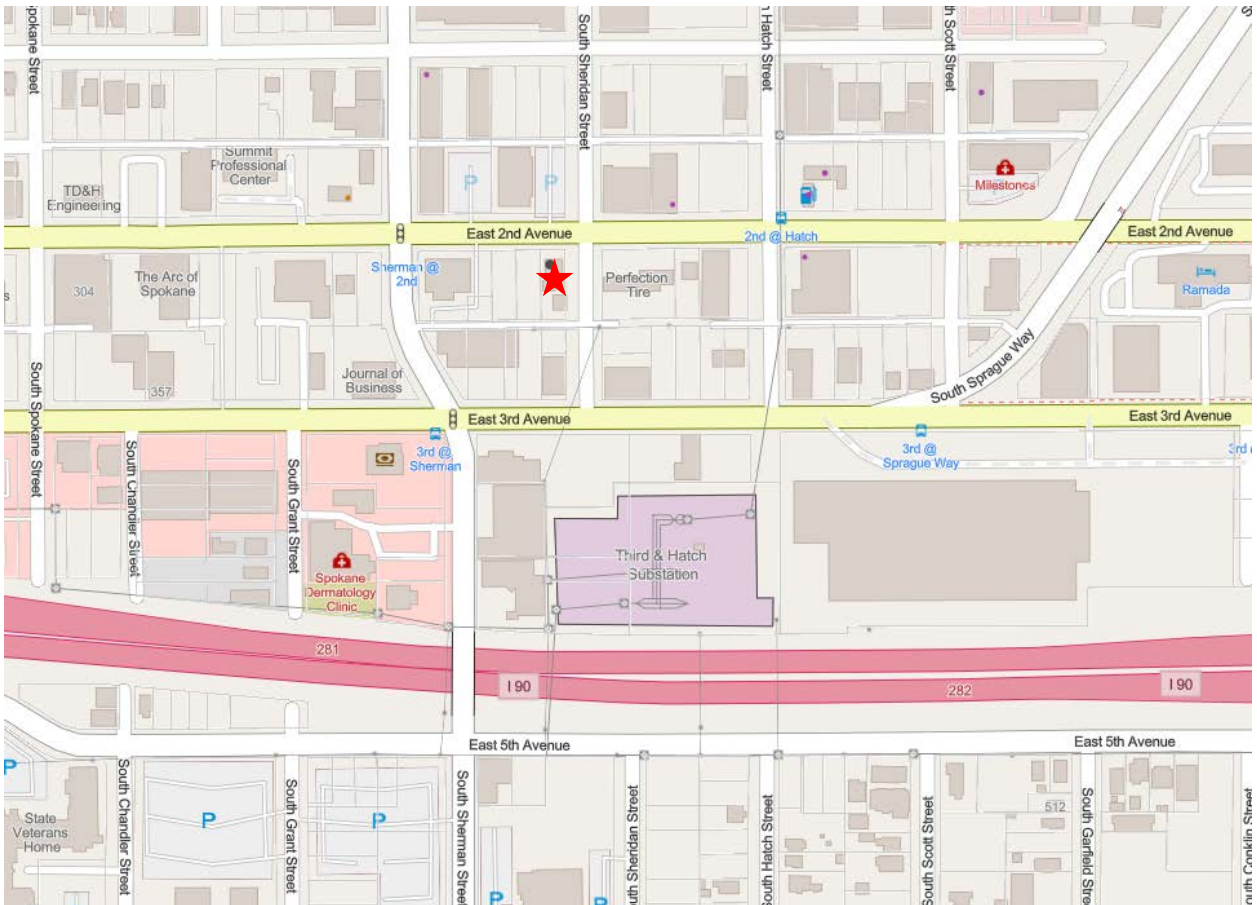
Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

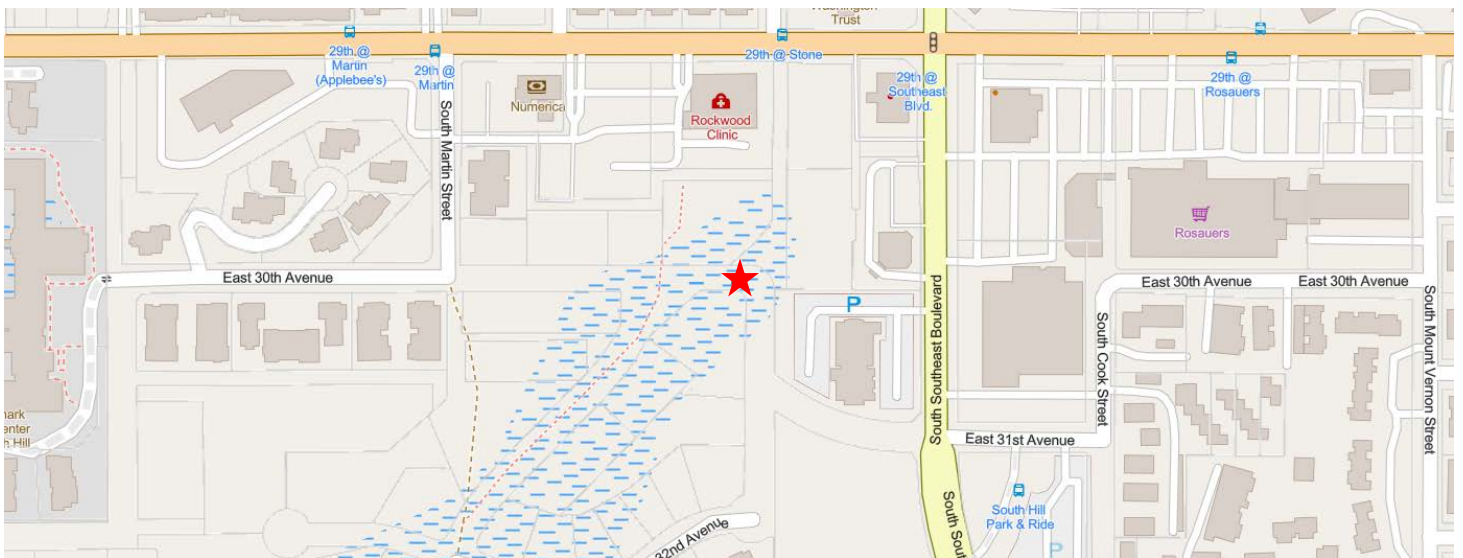
Site & Location: 2nd Ave Apartments



Site & Location: Harrington Apartments



Site and Location: Garden District Apartments



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and RAD SPACE LLC, as “Owner/Taxpayer” whose business address is 5830 E 2nd Ave, Unit 92972, Casper WY 82609.

W I T N E S S E T H:

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

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

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

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

NOSLERS ADD L1 B22

Assessor’s Parcel Number(s) **35202.2701**, commonly known as 528 E 2ND AVE.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Twelve year Affordable Housing - with income and rent restrictions as defined in SMC 08.15.090.

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

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

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

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

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

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

- (a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;
- (b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;
- (c) a statement that the project meets the affordable housing requirements, if applicable; and
- (d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

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

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;
- (c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and

moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

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

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least twenty-five percent of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

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

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

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

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

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

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

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

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

DATED this _____ day of _____, 2023

CITY OF SPOKANE

By: _____
Mayor, Nadine Woodward

By _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
03/27/2023

Date Rec'd	11/16/2022
Clerk's File #	OPR 2023-0346
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TERI STRIPES 6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 -MFTE CONDITIONAL AGREEMENT - GARDEN DISTRICT APARTMENTS I		

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Garden District Apartments I, LLC for the future construction of approximately 78 units, at Parcel Number(s) 35331.5306, 35331.4508, 35331.4509, 35331.4510, 35331.4401,

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff has determined that the Garden District Apartments I Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	GARDNER, SPENCER	<u>Study Session\Other</u>	Urban Experience
<u>Division Director</u>	MACDONALD, STEVEN	<u>Council Sponsor</u>	CMs Kinnear and
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	smacdonald@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	sgardner@spokanecity.org	
<u>Additional Approvals</u>		mpiccolo@spokanecity.org	
<u>Purchasing</u>		Applicant: Ben Scandalis	
		tstripes@spokanecity.org	
		jchurchill@spokanecity.org	
		rbenzie@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

35331.4402, 35331.5300, commonly known as 2386 E. 30th Ave. This Conditional Agreement 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.

Summary (Background)

Areas identified in SMC 08.15.030. Once the project is constructed, the applicant intends to rent units at a market rate.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Urban Experience – March 2023

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, ext 6597
Contact Email	Tstripes@spokanecity.org
Council Sponsor(s)	District CMs Kinnear & Wilkerson, Stratton & Zappone, Cathcart & Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Four Multi-Family Tax Exemption (MFTE) Conditional Agreement(s)
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that all four of the Conditional applications meet the Project Eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the projects are constructed, Harrington Apartments and 2nd Ave Apartments, and Garden District Apartments intend to finalize as 12-yr exemptions -- meeting the income and rent restrictions.</p> <p>Once the project is constructed, Haven & Wellesley Multifamily intends to finalize as an 8-yr exemption -- no income and rent restrictions.</p> <p>These Conditional Agreements authorize the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemptions to be filed with the Spokane County Assessor’s Office post construction.</p>
Proposed Council Action & Date:	<p>Seeking approval of the 4 MFTE Conditional Agreement(s) for:</p> <p>District 2 CM Sponsors: Kinnear and Wilkerson</p> <p>2nd Ave Apartments at the 3/27/2023, City Council Meeting.</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for four units at 528 E 2nd Ave. <ul style="list-style-type: none"> ○ Property is zoned Downtown University (DTU) and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$450,000 ○ Located in the East Central neighborhood.

Garden District Apartments at the 3/27/2023, City Council Meeting.

- **Project Details:** The applicant applied for a MFTE Agreement for **78 units at 2380 E 30th Ave, Spokane, WA.**
 - Property is zoned Residential Single Family and the proposed use is allowed.
 - Estimated Construction Costs of all phases: \$10,000,000.
 - Located in the Lincoln Heights neighborhood.

District 3 CM Sponsors: Zappone and Stratton

Harrington Apartments at the 3/27/2023, City Council Meeting.

- **Project Details:** The applicant applied for a Conditional MFTE Agreement for **42 units at 1505 W Broadway & 719 N Walnut St.**
 - Property is zoned Centers & Corridors 1- Neighborhood Center (CC1-NC) and the proposed use is allowed.
 - Estimated Construction Costs of all phases: **\$14,000,000**
 - Located in the **West Central** neighborhood.

District 1 CM Sponsors: Cathcart and Bingle

Haven & Wellesley Multifamily at the 3/27/2023, City Council Meeting

- **Project Details:** The applicant applied for a MFTE Agreement for **29 units at 2929 & 2937 E Wellesley Ave.**
 - **Property is zoned Centers & Corridors 2 – District Center (CC2-DC) and the proposed use is allowed.**
 - **Estimated Construction Costs of all phases: \$4,800,000.**
 - **Located in the Hillyard neighborhood.**

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?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (*Expires January 1, 2058.*)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW [84.14.021](#), must file with a designated authorized representative of the city or county an annual report indicating the following:

(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;

(b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW [84.14.020](#) since the date of the certificate approved by the city or county;

(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and

(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:

(a) The number of tax exemption certificates granted;

(b) The total number and type of units produced or to be produced;

(c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;

- (d) The actual development cost of each unit produced;**
- (e) The total monthly rent or total sale amount of each unit produced;**
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and**
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.**

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[[2021 c 187 § 5](#); [2012 c 194 § 9](#); [2007 c 430 § 10](#); [1995 c 375 § 13](#).]

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

[Title 08](#) Taxation and Revenue

[Chapter 08.15](#) Multiple-family Housing Property Tax Exemption

[Section 08.15.100](#) **Annual Certification and Affordability Certification**

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in [SMC 8.15.090](#) since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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?

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

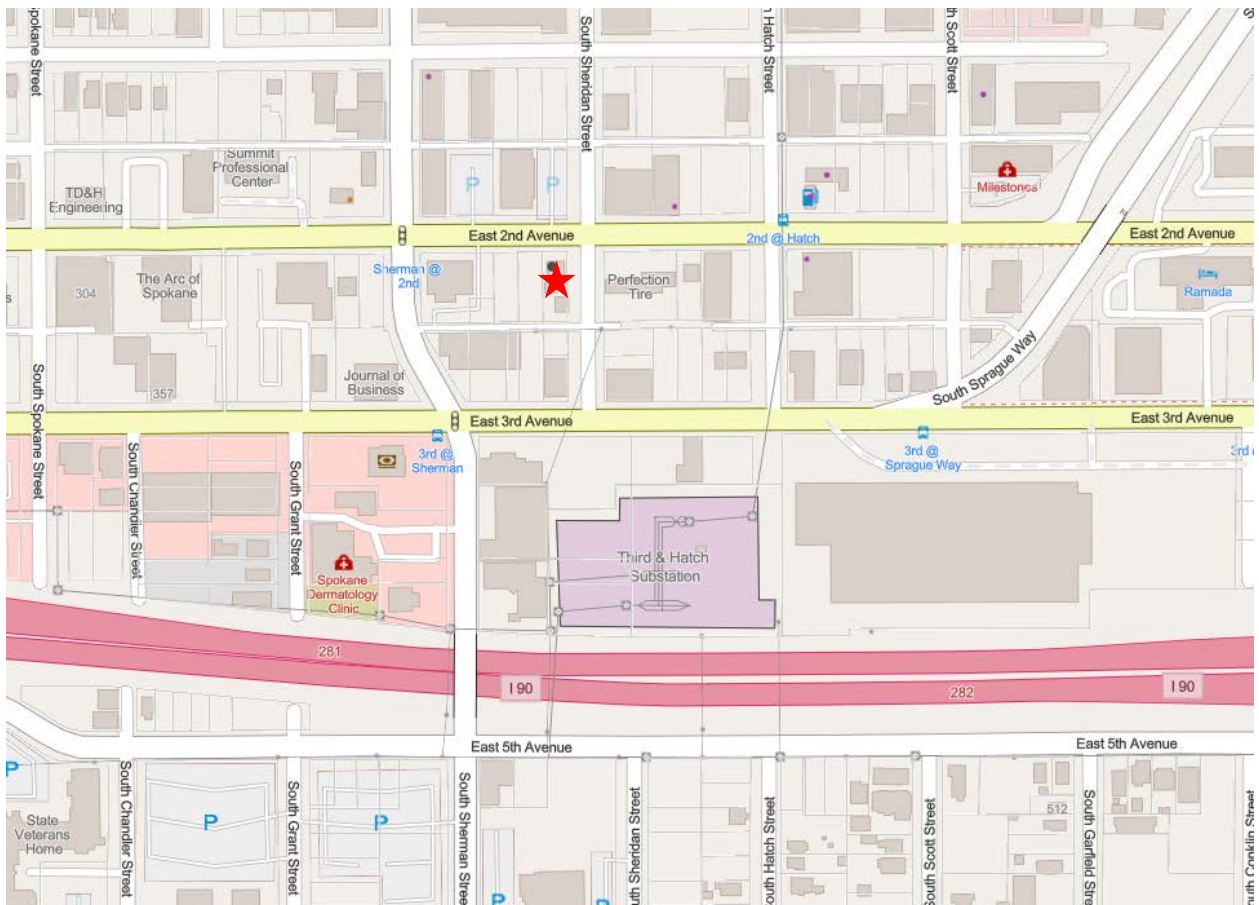
Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

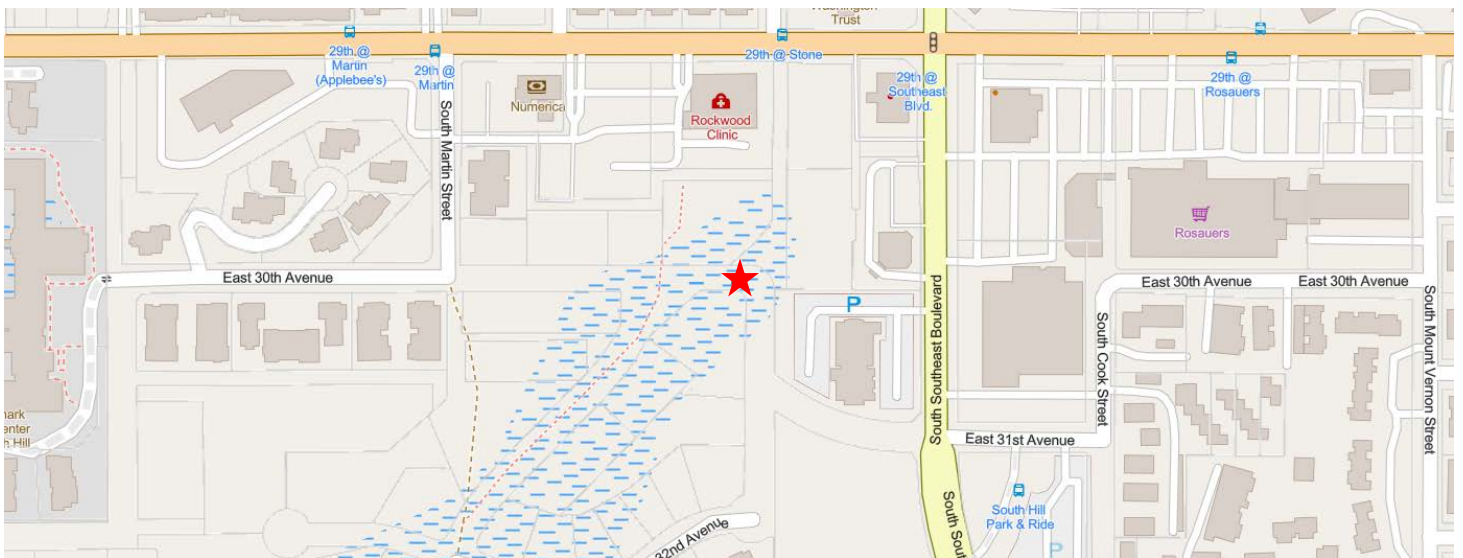
Site & Location: 2nd Ave Apartments



Site & Location: Harrington Apartments



Site and Location: Garden District Apartments



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and Garden District Apartments I, LLC, as “Owner/Taxpayer” whose business address is 1421N Meadowwood Lane Ste 200 Liberty Lake, WA 99019.

W I T N E S S E T H:

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

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

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

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

33-25-43: GARDEN DISTRICT: LT1 BK2 (AFN 7150103), 33-25-43: GARDEN DISTRICT: LT2 BK2 (AFN 7150103), 33-25-43: GARDEN DISTRICT: LT8 BK5 (AFN 7150103), 33-25-43: GARDEN DISTRICT: LT9 BK5 (AFN 7150103), 33-25-43: GARDEN DISTRICT: LT10 BK5 (AFN 7150103), 33-25-43: GARDEN DISTRICT: TRACT F (AFN 7150103)

Assessor’s Parcel Number(s) 35331.4401, 35331.4402, 35331.4508, 35331.4509, 35331.4510, 35331.5303, 35331.5306 commonly known as 2386 E. 30th Ave.

WHEREAS, this property is located in the Affordable Housing Emphasis Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Twelve year Affordable Housing - with income and rent restrictions as defined in SMC 08.15.090.

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

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

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

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 78 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

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

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

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

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

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

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing

of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

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

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least thirty percent of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

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

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

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

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

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

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

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

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

DATED this _____ day of _____, 20YY

CITY OF SPOKANE

By: _____
Mayor, Nadine Woodward

By _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
03/27/2023

Date Rec'd	11/16/2022
Clerk's File #	OPR 2023-0347
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TERI STRIPES 6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 -MFTE CONDITIONAL AGREEMENT - HARRINGTON APARTMENTS		

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Spencer Harrington for the future construction of approximately 42 units, at Parcel Number(s) 25134.0202 & 25134.0201, commonly known as 1505 W Broadway and 719 N Walnut.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff has determined that the Harrington Apartments Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	GARDNER, SPENCER	<u>Study Session\Other</u>	Urban Experience
<u>Division Director</u>	MACDONALD, STEVEN	<u>Council Sponsor</u>	CMs Stratton and
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	smacdonald@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	sgardner@spokanecity.org	
<u>Additional Approvals</u>		mpiccolo@spokanecity.org	
<u>Purchasing</u>		Applicant: Spencer Harrington	
		tstripes@spokanecity.org	
		jchurchill@spokanecity.org	
		rbenzie@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This Conditional Agreement 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.

Summary (Background)

identified in SMC 08.15.030. Once the project is constructed, the applicant intends to rent units at a market rate

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Urban Experience – March 2023

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, ext 6597
Contact Email	Tstripes@spokanecity.org
Council Sponsor(s)	District CMs Kinnear & Wilkerson, Stratton & Zappone, Cathcart & Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Four Multi-Family Tax Exemption (MFTE) Conditional Agreement(s)
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that all four of the Conditional applications meet the Project Eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the projects are constructed, Harrington Apartments and 2nd Ave Apartments, and Garden District Apartments intend to finalize as 12-yr exemptions -- meeting the income and rent restrictions.</p> <p>Once the project is constructed, Haven & Wellesley Multifamily intends to finalize as an 8-yr exemption -- no income and rent restrictions.</p> <p>These Conditional Agreements authorize the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemptions to be filed with the Spokane County Assessor’s Office post construction.</p>
Proposed Council Action & Date:	<p>Seeking approval of the 4 MFTE Conditional Agreement(s) for:</p> <p>District 2 CM Sponsors: Kinnear and Wilkerson</p> <p>2nd Ave Apartments at the 3/27/2023, City Council Meeting.</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for four units at 528 E 2nd Ave. <ul style="list-style-type: none"> ○ Property is zoned Downtown University (DTU) and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$450,000 ○ Located in the East Central neighborhood.

Garden District Apartments at the 3/27/2023, City Council Meeting.

- **Project Details:** The applicant applied for a MFTE Agreement for **78 units at 2380 E 30th Ave, Spokane, WA.**
 - Property is zoned Residential Single Family and the proposed use is allowed.
 - Estimated Construction Costs of all phases: \$10,000,000.
 - Located in the Lincoln Heights neighborhood.

District 3 CM Sponsors: Zappone and Stratton

Harrington Apartments at the 3/27/2023, City Council Meeting.

- **Project Details:** The applicant applied for a Conditional MFTE Agreement for **42 units at 1505 W Broadway & 719 N Walnut St.**
 - Property is zoned Centers & Corridors 1- Neighborhood Center (CC1-NC) and the proposed use is allowed.
 - Estimated Construction Costs of all phases: **\$14,000,000**
 - Located in the **West Central** neighborhood.

District 1 CM Sponsors: Cathcart and Bingle

Haven & Wellesley Multifamily at the 3/27/2023, City Council Meeting

- **Project Details:** The applicant applied for a MFTE Agreement for **29 units at 2929 & 2937 E Wellesley Ave.**
 - **Property is zoned Centers & Corridors 2 – District Center (CC2-DC) and the proposed use is allowed.**
 - **Estimated Construction Costs of all phases: \$4,800,000.**
 - **Located in the Hillyard neighborhood.**

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?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW [84.14.021](#), must file with a designated authorized representative of the city or county an annual report indicating the following:

(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;

(b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW [84.14.020](#) since the date of the certificate approved by the city or county;

(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and

(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:

(a) The number of tax exemption certificates granted;

(b) The total number and type of units produced or to be produced;

(c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;

- (d) The actual development cost of each unit produced;**
- (e) The total monthly rent or total sale amount of each unit produced;**
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and**
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.**

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[[2021 c 187 § 5](#); [2012 c 194 § 9](#); [2007 c 430 § 10](#); [1995 c 375 § 13](#).]

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

[Title 08](#) Taxation and Revenue

[Chapter 08.15](#) Multiple-family Housing Property Tax Exemption

[Section 08.15.100](#) **Annual Certification and Affordability Certification**

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in [SMC 8.15.090](#) since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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?

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

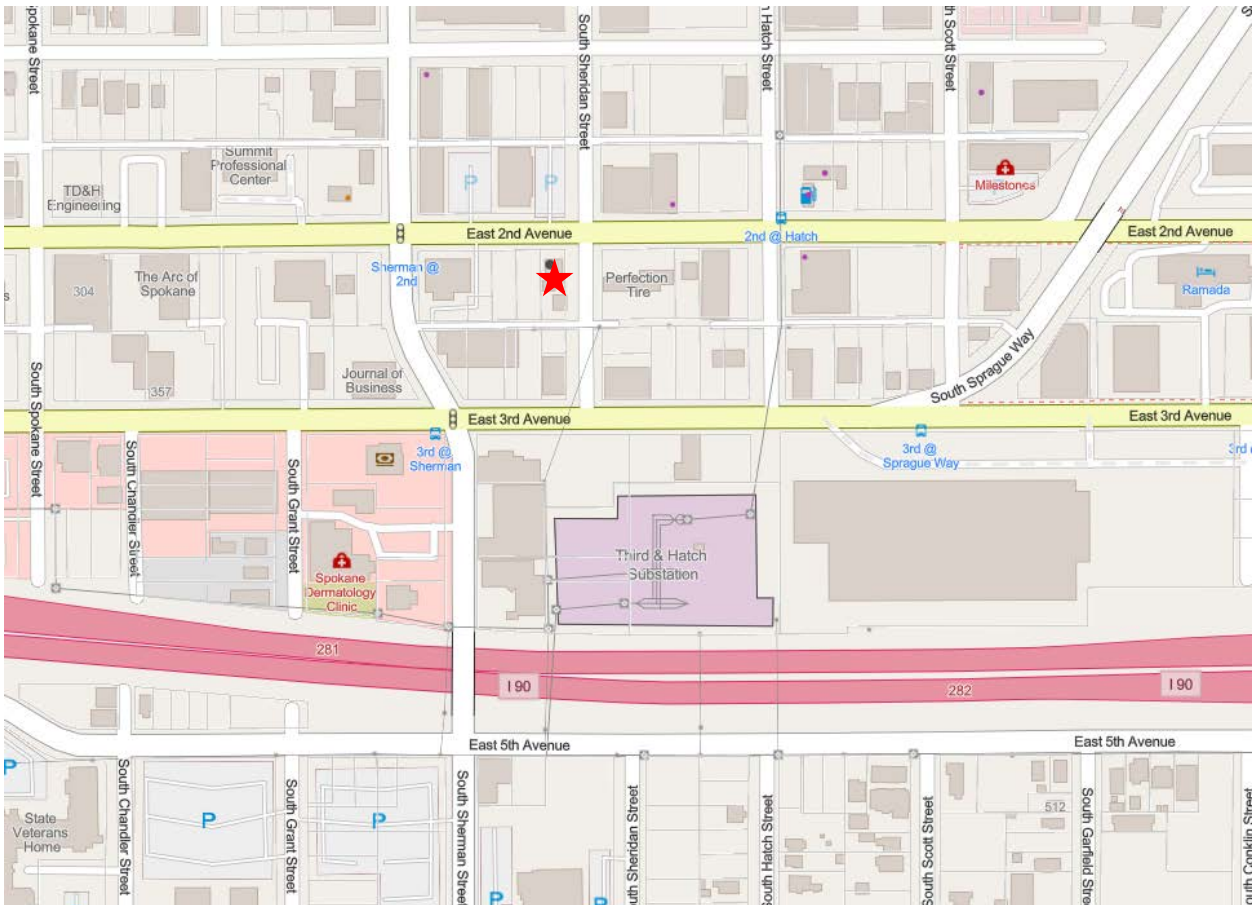
Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

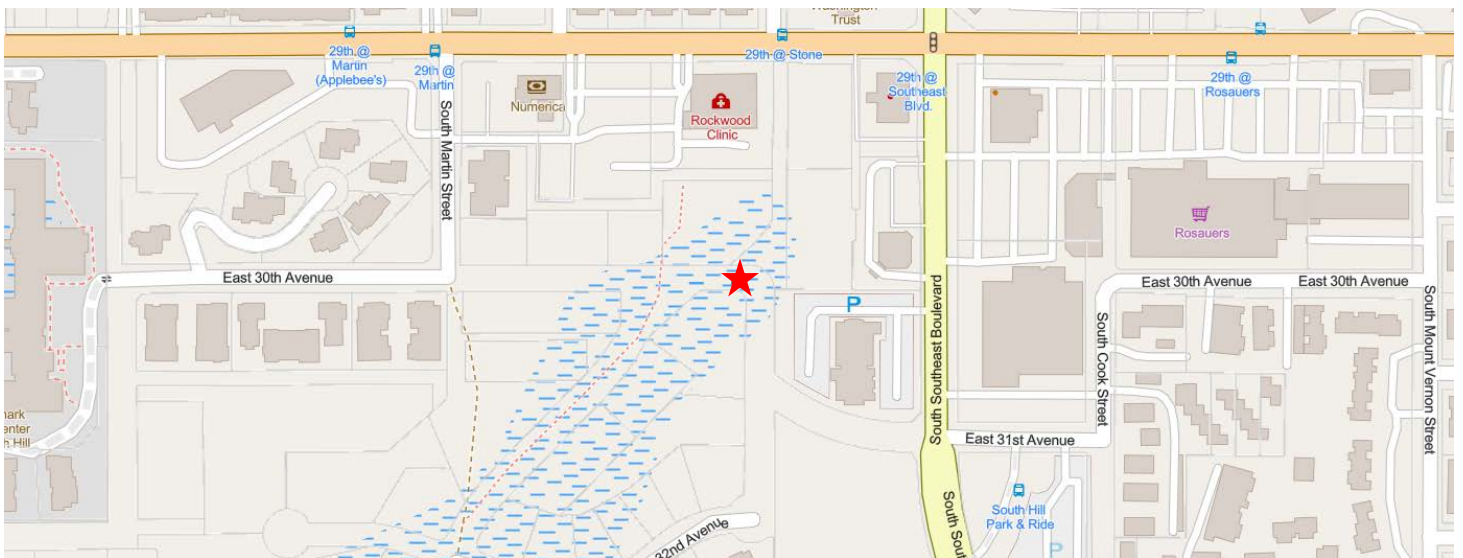
Site & Location: 2nd Ave Apartments



Site & Location: Harrington Apartments



Site and Location: Garden District Apartments



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and Spencer Harrington, as “Owner/Taxpayer” whose business address is 1517 W Broadway Ave, Spokane, WA 99201.

W I T N E S S E T H:

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

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

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

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

CHANDLER 2ND S6FT OF L1 ;ALL L2 B2 AND CHANDLER 2ND L3 B2

Assessor’s Parcel Number(s) 25134.0201 & 25134.0202, commonly known as 1505 W Broadway and 719 N Walnut.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Twelve year Affordable Housing - with income and rent restrictions as defined in SMC 08.15.090.

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

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

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

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 42 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

- (a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;
- (b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;
- (c) a statement that the project meets the affordable housing requirements, if applicable; and
- (d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

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

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;
- (c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and

moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

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

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least thirty percent of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

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

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

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

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

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

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

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

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

DATED this _____ day of _____, 20YY

CITY OF SPOKANE

By: _____
Mayor, Nadine Woodward

By _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
03/27/2023

Date Rec'd	11/16/2022
Clerk's File #	OPR 2023-0348
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TERI STRIPES 6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 -MFTE CONDITIONAL AGREEMENT - HAVEN & WELLESLEY MULTIFAMILY		

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Willie Willey, LLC for the future construction of approximately 29 units, at Parcel Number(s) 35033.1304 & 35033.1305, commonly known as 2929 & 2937 E Wellesley

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff has determined that the Haven & Wellesley Multifamily Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	GARDNER, SPENCER	<u>Study Session\Other</u>	Urban Experience
<u>Division Director</u>	MACDONALD, STEVEN	<u>Council Sponsor</u>	CMs Cathcart and Bingle
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	smacdonald@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	sgardner@spokanecity.org	
<u>Additional Approvals</u>		mpiccolo@spokanecity.org	
<u>Purchasing</u>		Applicant: David Guthrie	
		tstripes@spokanecity.org	
		jchurchill@spokanecity.org	
		rbenzie@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Ave. This Conditional Agreement 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.

Summary (Background)

Areas identified in SMC 08.15.030. Once the project is constructed, the applicant intends to rent units at a market rate.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Urban Experience – March 2023

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, ext 6597
Contact Email	Tstripes@spokanecity.org
Council Sponsor(s)	District CMs Kinnear & Wilkerson, Stratton & Zappone, Cathcart & Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Four Multi-Family Tax Exemption (MFTE) Conditional Agreement(s)
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that all four of the Conditional applications meet the Project Eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the projects are constructed, Harrington Apartments and 2nd Ave Apartments, and Garden District Apartments intend to finalize as 12-yr exemptions -- meeting the income and rent restrictions.</p> <p>Once the project is constructed, Haven & Wellesley Multifamily intends to finalize as an 8-yr exemption -- no income and rent restrictions.</p> <p>These Conditional Agreements authorize the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemptions to be filed with the Spokane County Assessor’s Office post construction.</p>
Proposed Council Action & Date:	<p>Seeking approval of the 4 MFTE Conditional Agreement(s) for:</p> <p>District 2 CM Sponsors: Kinnear and Wilkerson</p> <p>2nd Ave Apartments at the 3/27/2023, City Council Meeting.</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for four units at 528 E 2nd Ave. <ul style="list-style-type: none"> ○ Property is zoned Downtown University (DTU) and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$450,000 ○ Located in the East Central neighborhood.

Garden District Apartments at the 3/27/2023, City Council Meeting.

- **Project Details:** The applicant applied for a MFTE Agreement for **78 units at 2380 E 30th Ave, Spokane, WA.**
 - Property is zoned Residential Single Family and the proposed use is allowed.
 - Estimated Construction Costs of all phases: \$10,000,000.
 - Located in the Lincoln Heights neighborhood.

District 3 CM Sponsors: Zappone and Stratton

Harrington Apartments at the 3/27/2023, City Council Meeting.

- **Project Details:** The applicant applied for a Conditional MFTE Agreement for **42 units at 1505 W Broadway & 719 N Walnut St.**
 - Property is zoned Centers & Corridors 1- Neighborhood Center (CC1-NC) and the proposed use is allowed.
 - Estimated Construction Costs of all phases: **\$14,000,000**
 - Located in the **West Central** neighborhood.

District 1 CM Sponsors: Cathcart and Bingle

Haven & Wellesley Multifamily at the 3/27/2023, City Council Meeting

- **Project Details:** The applicant applied for a MFTE Agreement for **29 units at 2929 & 2937 E Wellesley Ave.**
 - **Property is zoned Centers & Corridors 2 – District Center (CC2-DC) and the proposed use is allowed.**
 - **Estimated Construction Costs of all phases: \$4,800,000.**
 - **Located in the Hillyard neighborhood.**

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?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (*Expires January 1, 2058.*)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW [84.14.021](#), must file with a designated authorized representative of the city or county an annual report indicating the following:

(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;

(b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW [84.14.020](#) since the date of the certificate approved by the city or county;

(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and

(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

(a) The number of tax exemption certificates granted;

(b) The total number and type of units produced or to be produced;

(c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;

- (d) The actual development cost of each unit produced;**
- (e) The total monthly rent or total sale amount of each unit produced;**
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and**
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.**

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[[2021 c 187 § 5](#); [2012 c 194 § 9](#); [2007 c 430 § 10](#); [1995 c 375 § 13](#).]

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

[Title 08](#) Taxation and Revenue

[Chapter 08.15](#) Multiple-family Housing Property Tax Exemption

[Section 08.15.100](#) **Annual Certification and Affordability Certification**

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in [SMC 8.15.090](#) since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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?

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

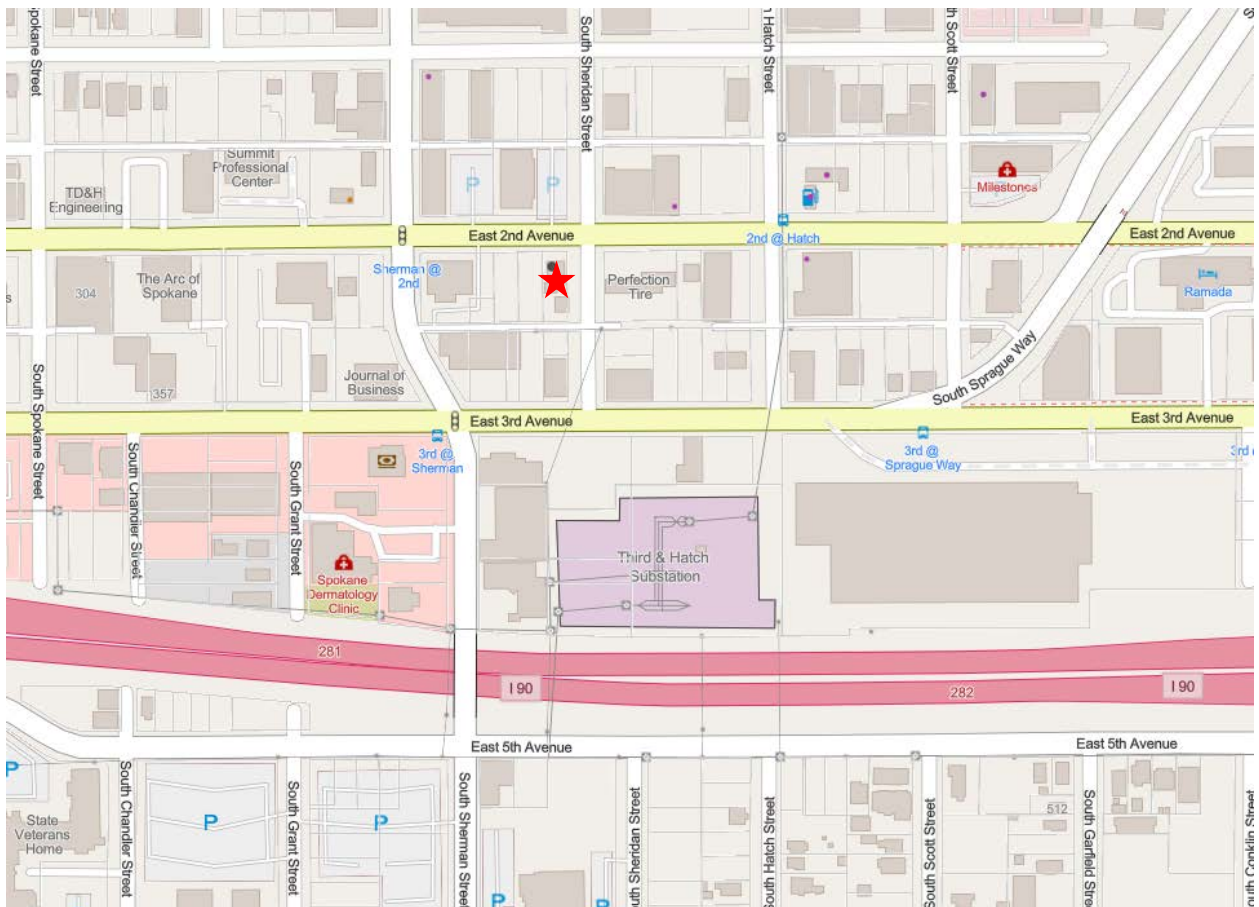
Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

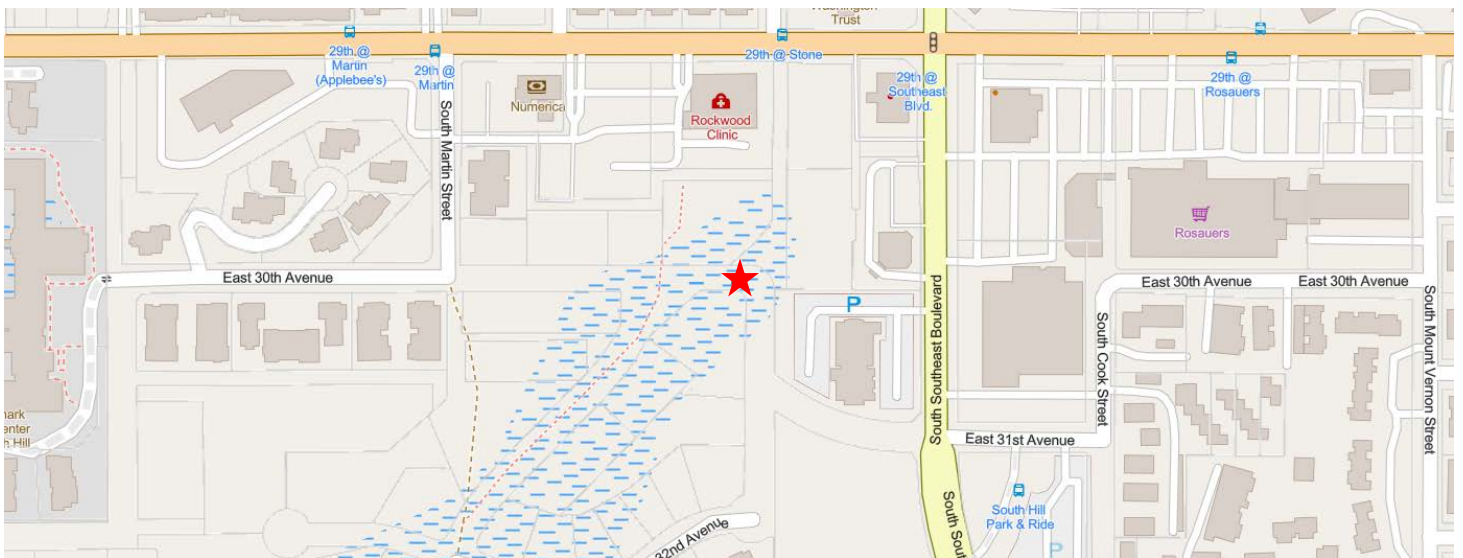
Site & Location: 2nd Ave Apartments



Site & Location: Harrington Apartments



Site and Location: Garden District Apartments



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and Willie Willey LLC, as “Owner/Taxpayer” whose business address is 1915 W 5th Ave Spokane, WA 99201.

W I T N E S S E T H:

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

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

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

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

34-26-43: HILLYARD ADDITION LOT 14 BLOCK 22; EXCEPT PORTION DEEDED TO WSDOT FOR RIGHT OF WAY AFN 7187221.AND34-26-43: HILLYARD ADDITION LOTS 15 & 16 BLOCK 22; EXCEPT PORTION DEEDED TO WSDOT FOR RIGHT OF WAY AFN 7187221.

Assessor’s Parcel Number(s) 35033.1304 & 35033.1305, commonly known as 2929 & 2937 E Wellesley Ave.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Eight year exemption - No income and rent restrictions as defined in SMC 08.15.090.

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

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

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

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 29 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

- (a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;
- (b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;
- (c) a statement that the project meets the affordable housing requirements, if applicable; and
- (d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

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

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing

of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

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

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least thirty percent of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

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

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

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

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

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

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

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

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

DATED this _____ day of _____, 20YY

CITY OF SPOKANE

By: _____
Mayor, Nadine Woodward

By _____
Its: _____

Attest:

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:

03/27/2023

Date Rec'd	3/9/2023
Clerk's File #	OPR 2023-0349
Renews #	

Submitting Dept	POLICE	Cross Ref #	
Contact Name/Phone	JACQUI MACCONNELL 625-4109	Project #	
Contact E-Mail	JMACCONNELL@SPOKANEPOLICE.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 24737
Agenda Item Name	0680-4-YEAR LEXIPOL SUBSCRIPTION		

Agenda Wording

Four year subscription with Lexipol for police policy & training bulletins.

Summary (Background)

Lexipol is a private company that provides continuously updated policies for public safety and local government. They also provide online training and an electronic policy management platform that allows us disseminate our policies electronically through which we can also track who has accepted the updated policies. Contract period 4/1/2023 through 3/31/2027 for a total cost of \$215,374.68 not including tax. Sourcewell contract 011822-LXP.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ 215,374.68		# 0680-11470-21140-54904-99999
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
Dept Head	MACCONNELL, JACQUI	Study Session\Other	PSCHC 03/06/2023
Division Director	MACCONNELL, JACQUI	Council Sponsor	Councilmember Bingle
Finance	SCHMITT, KEVIN	<u>Distribution List</u>	
Legal	HARRINGTON, MARGARET	jmacconnell	
For the Mayor	ORMSBY, MICHAEL	spdfinance	
<u>Additional Approvals</u>		sernst	
Purchasing	NECHANICKY, JASON	DocuSign: Rick Olexa ROlexa@lexipol.com	



MASTER SERVICE AGREEMENT

Agency's Name: Spokane Police Department
Agency's Address: 1100 W Mallon Ave
Spokane, Washington 99260

Agency's Sourcewell Member ID: 33592

Attention:

Sales Rep: Richard Olexa
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), which may include one or more Lexipol subsidiary entities, and the Agency identified above.

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions Specific to this Agreement

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 011822-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Spokane Police Department

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Lexipol, LLC

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Year One 4/1/2023-3/31/2024

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 4/1/2023 End: 3/31/2024)	USD 46,539.42	USD 46,539.42
1	Annual Law Enforcement Supplemental Manual(s) w/Procedures (Start: 4/1/2023 End: 3/31/2024)	USD 4,940.95	USD 4,940.95
	Subscription Line Items Total		USD 51,480.37
			USD 51,480.37
Year One 4/1/2023-3/31/2024 TOTAL:			USD 51,480.37

Year Two 4/1/2024-3/31/2025

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 4/1/2024 End: 3/31/2025)	USD 47,935.60	USD 47,935.60
1	Annual Law Enforcement Supplemental Manual(s) w/Procedures (Start: 4/1/2024 End: 3/31/2025)	USD 5,089.18	USD 5,089.18
	Subscription Line Items Total		USD 53,024.78
			USD 53,024.78
Year Two 4/1/2024-3/31/2025 TOTAL:			USD 53,024.78

Year Three 4/1/2025-3/31/2026

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 4/1/2025 End: 3/31/2026)	USD 49,373.67	USD 49,373.67
1	Annual Law Enforcement Supplemental Manual(s) w/Procedures (Start: 4/1/2025 End: 3/31/2026)	USD 5,241.86	USD 5,241.86
	Subscription Line Items Total		USD 54,615.53
			USD 54,615.53
Year Three 4/1/2025-3/31/2026 TOTAL:			USD 54,615.53

Year Four 4/1/2026-3/31/2027

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 4/1/2026 End: 3/31/2027)	USD 50,854.88	USD 50,854.88
1	Annual Law Enforcement Supplemental Manual(s) w/Procedures (Start: 4/1/2026 End: 3/31/2027)	USD 5,399.12	USD 5,399.12

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
	Subscription Line Items Total		USD 56,254.00
			USD 56,254.00
	Year Four 4/1/2026-3/31/2027 TOTAL:		USD 56,254.00

*Law Enforcement pricing is based on 346 Law Enforcement Sworn Officers.

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol (or one of its subsidiaries, where applicable) upon the execution of this Agreement.

All pricing includes a 5% Sourcewell discount.

Exhibit B Terms and Conditions of Service

1. **Definitions.** For purposes of Lexipol's Terms and Conditions of Service (the "Terms"), each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections below. Depending on the selected Service(s), Agency may receive support from, and be invoiced by, a Lexipol subsidiary, including The Praetorian Group and/or Cordico Inc.

1.1 **"Agency"** means the department, agency, office, company, or other entity purchasing and/or otherwise subscribing to Lexipol products or services.

1.2 **"Agreement"** means the combination of (a) the cover sheet to which these Terms are attached; (b) Lexipol's subscription and pricing information sheets, which are typically included as an Exhibit A ("Services Being Purchased and Related Fees") or as set forth in any similar pricing sheet (including by way of addendum); and (c) these Terms.

1.3 **"Derivative Work(s)"** means work(s) based on Lexipol's Subscription Materials, or any substantive portion thereof. Derivative Works include revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Materials or any portion thereof are recast, transformed, or adapted. For purposes of the Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Materials. Further, "Derivative Work" includes any work considered a "derivative work" under United States copyright law.

1.4 **"Effective Date"** means the date specified on the cover sheet to which these Terms are attached, or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 **"Initial Term"** means the period commencing on the Effective Date and continuing for the length of time indicated on the cover sheet or subscription and pricing sheet provided by Lexipol. If the Initial Term is not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 **"Service(s)"** means all Lexipol product(s) or service(s), including one-time and recurring (subscription) services, as may be offered by Lexipol and/or its subsidiaries and affiliates from time to time.

1.7 **"Subscription Materials"** means all policy manuals, supplemental publications, daily training bulletins, written content, images, videos, and all other data and multimedia provided by Lexipol and/or its licensors through the Services.

2. **Term.** The Agreement becomes enforceable upon signature by Agency's authorized representative. Following the Initial Term, the Agreement shall renew in successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the then-current term. The Initial Term and all Renewal Terms collectively comprise the "Term" of the Agreement.

3. **Termination.**

3.1 **For Cause.** The Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under the Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.2 **For Convenience.** The Agreement may be terminated for convenience (including lack of appropriation of funds by Agency) upon sixty (60) days written notice. Note: fees already paid for Services are not eligible for refund, proration or offset in the event of Agency's termination for convenience.

4. Effect of Expiration or Termination. Upon the expiration or termination of the Agreement for any reason, Agency's access to Lexipol's Services shall cease. Termination or expiration of the Agreement shall not, however, relieve either party from any obligation or liability that has accrued under the Agreement prior to the date of such termination or expiration, including payment obligations. The right to terminate the Agreement shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the parties are entitled at law or in equity. The provisions of Sections 1 (Definitions), 6 (Service-Specific Terms), 8 (Privacy Policy), 8 (Warranty Disclaimer), 9 (Confidentiality), 10 (Warranty Disclaimer), 11 (Limitation of Liability), 12 (General Terms), and this Section 4 shall survive the expiration or termination of the Agreement for any reason.

5. Fees and Invoicing. Unless otherwise agreed upon in writing, Lexipol (or, if applicable, The Praetorian Group or Cordico Inc.) will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to each Renewal Term. Agency will pay to Lexipol the fee(s) specified on each invoice within thirty (30) days following receipt of the invoice. All invoices will be sent to Agency at the address specified on the cover sheet to which these Terms are attached or as otherwise designated by Agency in writing. All payments will be made by electronic transfer of immediately available funds or by mailing a check to Lexipol at 2611 Internet Blvd, Ste 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All amounts required to be paid under the Agreement are exclusive of taxes and similar fees now in force or enacted in the future. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes properly imposed related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

6. Service-Specific Terms. The following sections apply to specific Lexipol Services:

6.1 Policy. Lexipol's policy Subscription Materials and Knowledge Management System ("KMS") are proprietary, protected under U.S. copyright, trademark, patent, and/or other applicable laws, and Lexipol reserves all rights not expressly granted in these Terms. Agency may prepare Derivative Works using Lexipol's Subscription Materials, but Lexipol shall remain the sole owner of all right, title and interest in and to them, including all copyrights, intellectual property rights, and other proprietary rights therein or pertaining thereto. Agency shall retain a perpetual, personal, non-sublicensable and non-assignable right to use the Subscription Materials for Agency's internal purposes but will not remove any copyright notice or other proprietary notice of Lexipol appearing thereon. Agency acknowledges and agrees that Lexipol shall have no responsibility to update such Subscription Materials beyond the Term of the Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works. Lexipol's Subscription Materials are to be treated as Confidential Information (per Section 9 herein), but Agency may disclose Subscription Materials pursuant to a valid court order, lawful government agency request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Agency acknowledges and agrees that all policies and procedures it implements have been individually reviewed and adopted by Agency, that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that Agency's highest-ranking official shall, for all purposes, be considered the "policy maker" with regard to same. Lexipol's KMS Service is subject to the Service Level Agreement attached to these Terms.

6.2 Learning. Lexipol's Learning Management System ("LMS"), offered by Praetorian Digital, is a proprietary Service protected under U.S. copyright, trademark, patent, and other laws. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in the Agreement. Agency Data, defined as data owned by Agency prior to the Effective Date or which Agency provides during the Term for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service, remains Agency's property. Lexipol retains no right or interest in Agency Data and shall return or destroy Agency Data following termination of the Agreement. Lexipol's LMS Service is subject to the Service Level Agreement attached to these Terms.

6.3 Wellness. This Section applies when Agency subscribes to Lexipol's Wellness Application ("Wellness App") offered by Cordico®. All Subscription Materials delivered by the Wellness App, including but not limited to all object and source code, all information created, developed, or reduced to practice, and all written, image-based, or video-based content underlying the Wellness App that is not specifically provided by Agency is the proprietary intellectual property of Lexipol and/or its suppliers or licensors, protected to the maximum extent permitted by trademark, copyright, and patent laws. Agency is granted a nonexclusive limited right to access the Wellness App during the Term. If the Agreement is terminated or expires for any reason, Agency shall lose access to the Wellness App and to all associated Subscription Materials and shall discontinue all use of the same for any purpose. Nothing in this section or these Terms shall be construed as conferring any right of ownership or use to the Wellness App, whether by estoppel, implication or otherwise.

6.4 Grants. This Section applies when Agency selects Lexipol's Grant Writing, Consulting, and/or GrantFinder services. For Grant Writing services, Agency takes full responsibility for submitting information reasonably required by Lexipol's grant writing team in a timely manner (at least five (5) days prior to the applicable grant application close date). Agency is responsible for all submissions of final grant applications by grant deadlines, but Lexipol shall be considered Agency's duly authorized representative for submissions where applicable. Failure to submit requested materials to write grant applications on time will result in rollover of project services and fees to next grant application cycle; not a refund of the fees. Requests for cancellation of Grant Writing services will result in a 50% fee of the total value of the service. Invoices for Grant Writing services will be sent as soon as work begins for the applicable target grant. Complete payment must be received no later than thirty (30) days after receipt of invoice. In the event Agency has not made timely payment on an invoice, Lexipol reserves the right to suspend all grant Services to Agency until past-due payments are received in full, and may terminate Agency's access to GrantFinder, if applicable. Invoices over thirty (30) days past due may be charged a twenty-five dollar (\$25) late fee.

6.5 Generally; Injunctive Relief. Nothing in the Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, KMS, LMS, Wellness App, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not, and may not assist others to, decompile, disassemble, reverse engineer, or otherwise attempt to discover any object code, source code, or proprietary data underlying the Services. Agency grants all rights and permissions in or relating to Agency Data as are necessary to Lexipol to enforce the Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

7. Account Security. The rights to access and use the Services under the Agreement are personal and unique to Agency and Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains solely responsible for maintaining the confidentiality of Agency's username(s) and password(s) and the security of Agency's account(s), meaning the account by which Agency accesses the Services. Agency will not permit access to Agency's account(s) or use of Agency's username(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's username(s) and/or password(s).

8. Privacy Policy. Lexipol will hold Agency Data in confidence unless required to provide access in accordance with a court order, government agency request, or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's systems use the Secure Socket Layer (SSL) Protocol for Lexipol Services, which encrypts information as it travels between Lexipol and each Agency. However, Agency acknowledges and agrees that data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through the Services is 100% secure. Agency acknowledges that Lexipol may provide view-only access and summary information (which may include number of policies developed or in development, percentage of staff reviews of developed policies and DTBs) to Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association if they are actively funding member Agency Subscription Fees.

9. Confidentiality. During the term of the Agreement, either party may be required to disclose information to the other party that is marked “confidential” or is of such a type that the confidentiality thereof is reasonably apparent (collectively, “Confidential Information”). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party’s directors, officers, employees, agents and other representatives (collectively “Representatives”) who have a need to know such Confidential Information in connection with the Services; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in the Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. Notwithstanding the foregoing, a party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party’s personnel or agents.

10. Warranty Disclaimer. ALL SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

11. Limitation of Liability. Lexipol’s cumulative liability resulting from any claims, demands, or actions arising out of or relating to the Agreement, the Services, or the use of any Subscription Materials shall not exceed the aggregate amount of subscription fees actually paid to Lexipol by Agency for the associated Services during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether the subject claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

12. General Terms.

12.1 General Interpretation. The language used in the Agreement and these Terms shall be deemed to express the mutual intent of Lexipol and Agency. The Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement.

12.2 Invalidity of Provisions. Each of the provisions contained in the Agreement and these Terms is distinct and severable. A declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of the Agreement to be invalid or unenforceable, the parties agree that the court should endeavor to give effect to the parties’ intention as reflected in such provision to the maximum extent possible.

12.3 Waiver. Lexipol’s failure to exercise, or delay in exercising, any right or remedy under any provision of the Agreement shall not constitute a waiver of such right or remedy.

12.4 Governing Law. The Agreement shall be construed in accordance with, and governed by, the laws of the State in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

12.5 Compliance with Laws. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders promulgated by any federal, state, or local government body or agency relating to its obligations pursuant to the Agreement and these Terms.

12.6 Attorney's Fees. If any action is brought by either party to the Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

12.7 Notices. Any notice required by the Agreement or given in connection with it shall be in writing and shall be made by certified mail (postage prepaid), recognized overnight delivery service, or (if mutually agreed upon) by email to authorized recipients at such address as each party may indicate from time to time. Alternatively, electronic mail or facsimile notice to established and authorized recipients is acceptable when acknowledged by the receiving party.

12.8 Entire Agreement. The Agreement, including these Terms, embodies the entire agreement and understanding of the parties hereto and expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by any party hereto that is not embodied in the Agreement. Terms and conditions set forth in any purchase order or any other form or document that are inconsistent with or in addition to the terms and conditions set forth in the Agreement are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification, and shall not be considered binding unless specifically agreed to in writing by both parties. No amendment, modification, or supplement to the Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

12.9 Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document for purposes of the Agreement.

Lexipol Service Level Agreement for Cloud-Based Services

- 1. Response Times.** For issues relating to Lexipol's online, cloud-based Services (e.g. KMS, LMS, Wellness), Lexipol will make an industry standard and commercially reasonable effort to respond promptly (via Lexipol's Normal Support Channels) within two (2) Business Days after receipt.
- 2. Uptime Commitment.** The Uptime Percentage for the Service will be ninety-nine and five-tenths percent (99.5%) (the "Uptime Commitment"). Subject to the exclusions described in below, "Uptime Percentage" is calculated by subtracting from 100% the percentage of 1-minute periods during any annual billing cycle in which Agency's selected Service(s) are unavailable out of the total number of minutes in that billing cycle. "Unavailable" and "Unavailability" mean that, in any 1-minute period, all connection requests received by Agency failed to process (each a "Failed Connection"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (i.e. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Yearly Uptime Percentage will be measured based on the industry standard monitoring tools.
- 3. Exclusions from Uptime Percentage.** All Service Unavailability resulting from the following will be excluded from calculation of Uptime Percentage: (a) Regularly-scheduled maintenance of the Service that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's support channels (Lexipol typically schedules such regularly scheduled maintenance once per month); (b) Any failures of the Lexipol Standard and Custom Reporting Services that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's Normal Support Channels; (c) Any issues with a third-party service to which Agency subscribes but does not control; (d) Any problems not caused by Lexipol that result from, computing or networking hardware, other equipment or software under Agency's control, the Internet, or other issues with electronic communications; (e) Lexipol's suspension or termination of the Service in accordance with the Terms; (f) Exceeding Lexipol's published Concurrent Request Limits; (g) Software that has been subject to unauthorized modification by Agency; (h) Negligent or intentional misuse of the Service by Agency.

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Police
Contact Name	Jacqui MacConnell
Contact Email & Phone	jmacconnell@spokanepolice.org 625-4109
Council Sponsor(s)	Councilmember Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5-Year subscription agreement for police policy manual & training bulletins
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Lexipol is a private company that provides continuously updated policies for public safety and local government. They also provide on-line training and an electronic policy management platform that allows us disseminate our policies electronically through which we can also track who has accepted the updated policies. The department is able to review their updates and accept the updates that apply to our department just as we are able to personalize the policies for the Spokane Police Department.</p> <p>This subscription agreement is for 5 years with costs as follows:</p> <ul style="list-style-type: none"> • 2023 - \$51,480.37 • 2024 - \$53,024.78 • 2025 - \$54,615.53 • 2026 - \$56,254.00 • 2027 - \$57,941.62
Proposed Council Action	Approval of agreement – March 20 th
Fiscal Impact	
Total Cost: <u>\$273,316.30</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: Police operating budget	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
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?



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2022

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

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

PRODUCER RBN Insurance Services 303 E Wacker Dr Ste 650 Chicago IL 60601	CONTACT NAME: Symone White PHONE (A/C No. Ext): 312-856-9400 E-MAIL ADDRESS: swhite@rbninsurance.com	FAX (A/C, No): 312-856-9425
	INSURER(S) AFFORDING COVERAGE	
INSURED Lexipol, LLC The Praetorian Group; Cordico Practice Management, LLC; Cordico Inc.; The Rodgers Group, LLC 2611 Internet Blvd., Suite 100 Frisco TX 75034	INSURER A: Continental Casualty Company NAIC # 20443	
	INSURER B: Continental Insurance Company NAIC # 35289	
	INSURER C: Hiscox Insurance Co. Inc. NAIC # 10200	
	INSURER D: Transportation Insurance Co NAIC # 20494	
	INSURER E: Valley Forge Insurance Company NAIC # 20508	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 735848083

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6043284498	8/20/2022	8/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6043284484	8/20/2022	8/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6043284520	8/20/2022	8/20/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
E B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7015542800 7015542845	8/20/2022 8/20/2022	8/20/2023 8/20/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab/Multimedia Liab			US UUA 2688184.22	8/20/2022	8/20/2023	Each Claim/Aggregate 5,000,000

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

The City of Spokane is an Additional Insured as respects General Liability as required by a written contract or written agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Police Department
1100 W. Mallon Avenue
Spokane WA 99260

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

AUTHORIZED REPRESENTATIVE

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

03/27/2023

<u>Date Rec'd</u>	3/7/2023
<u>Clerk's File #</u>	OPR 2021-0502
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CODE ENFORCEMENT & PARKING SERVICES
<u>Contact Name/Phone</u>	LUIS GARCIA 509-625-6850
<u>Contact E-Mail</u>	LGARCIA@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1460- MACKAY METERS, INC.CONTRACT AMENDMENT

Agenda Wording

Parking Services contract amendment with Mackay Meters, Inc.(OPR 2021-0502) to purchase additional meters.

Summary (Background)

This contract amendment with cost allows the City to purchase an additional 880 single and 205 dual space meters in addition to spares and meters needed due to attrition or damage. The amendment also adds items to the cost and fees document (exhibit H) that were not on the original contract but keeps all other costs and fees the same. Adding more meters to the Paid Parking Zone will save Parking Services a minimum of \$500,000 in cost savings from the purchase of more meters instead of kiosks

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
<u>Expense</u> \$ 1,850,000		# 5901-79221-95650-56401-24002
<u>Select</u> \$		#
<u>Select</u> \$		#
<u>Select</u> \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	GARCIA, LUIS	<u>Study Session\Other</u>	3.6.22 - Public Safety and Comm Health
<u>Division Director</u>	MACDONALD, STEVEN	<u>Council Sponsor</u>	CP Beggs
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	james.mackay@mackaymeters.com (signer)	
<u>For the Mayor</u>	PERKINS, JOHNNIE	david.forbes@mackaymeters.com	
<u>Additional Approvals</u>		darren.stroud@mackaymeters.com	
<u>Purchasing</u>		lgarcia@spokanecity.org, mwilliams@spokanecity.org	
		jray@spokanecity.org	
		parkingservicesaccounting@spokanecity.org	

Costs and Fees for Mackay Meters, Inc.

Item	Description	Price	Unit or Period
1. Hardware			
mkBeacon	New Single Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 1-799*	\$470.00	Each
	New Single Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 800 +*	\$460.00	Each
mkBeacon 2Bay	New Dual Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 1-499*	\$650.00	Each
	New Dual Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 500 -2499*	\$625.00	Each
	New Dual Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 2500 +*	\$605.00	Each
	* The following items are included		
	1) Credit Card Processing / PCI Gateway Fee (per transaction),		
	2) Back Office/Management System Fee (Sentinel and mkAnalytics)		
	3) Training		
	4) Download parameters to mkBeacon to set up rate structure, etc.		
	5) Decals (initial to go on newly purchased device)		
	6) New lock combination as well as a number of corresponding keys.		
	7) One mkBeacon 4 channel Lithium-Ion Battery Charger		
Near-Field Communication (NFC) Card Reader	MacKay offers EMV (Europay, Mastercard, and Visa) payment via contactless card reader payment. Can be added at any time.	\$100.00	Each
MKH4500 Vault	New Iron Housing comes with a closed coin can and key	\$75.00	Each
Pole	Cost for a new pole which goes under the mkBeacon or mkBeacon 2Bay	\$75.00	Each
2. Software			
mkBeacon	Ongoing monthly fee for mkBeacon software (per device)	\$6.00	Each
mkBeacon 2Bay	Ongoing monthly fee for mkBeacon 2Bay software (per device)	\$10.00	Each
3. Warranty			
mkBeacon or mkBeacon 2Bay	1 Year Warranty (per device)	Included	Each
	2 Year Warranty (per device)	Included	Each
	3 Year Warranty (per device). Billed at time of purchase.	\$40.00	Each
	4 Year Warranty (per device). Billed at time of purchase.	\$80.00	Each
	5 Year Warranty (per device). Billed at time of purchase.	\$120.00	Each
4. Additional Costs			
Passport Payment Display	Fee to display Passport Pay by Phone payment transaction on mkBeacon or mkBeacon 2Bay	\$.10	Each
Installation	Install mkBeacon or mkBeacon 2Bay parking meter at an existing location. Installation is on pre-prepared locations. No civil work is included. Pole preparation is responsibility of the City. Removal, hauling and recycling of existing single space meters is the responsibility of the City.	\$25.00	Each
Development	Cost to develop and set-up new interfaces and reports	\$2,500.00	Each
System Integration	Cost to integrated with third party vendor (system)	\$3,000.00	Each
Field Work and Programming	Cost for one (1) technician to do field work and programming (8-5)	\$ 1,000.00	Day
Meter Bag	Meter Bag with clear top for mkBeacon or mkBeacon 2Bay	\$95.00	Each
Faceplate Decal	Purple, Blue and Green	\$20.00	Each
Brow Decal	Purple, Blue and Green (Single and Dual)	\$5.00	Each
Disabled Parking Decal	Purple, Blue and Green	\$5.00	Each
5. Spare Parts or Items			
37MM0520100	mkBeacon - Rear Cover Assembly	\$74.95	Each
15MM0000000	mkBeacon MCB	\$189.95	Each
20GD0000025	Smart Coin Chute Assembly	\$48.95	Each
30MM0000100	1x6 Front Panel Keypad w/ ribbon cable assembly	\$99.95	Each
30MM0000500	LCD Module - 128x64	\$34.95	Each
37MM0520300	mkBeacon Solar Top Cap Assembly	\$34.95	Each
15MM0520100	mkBeacon Cell Drawer Assembly	\$209.95	Each
15MM0520275	mkBeacon Card Reader Assembly	\$74.95	Each
30GD4000400	6XA-3.6V Lithium-Ion Rechargeable Battery Pack	\$29.95	Each
37MM0000500	mkBeacon Vault Saddle (MKH4000)	\$12.95	Each
50MM0510100	mkBeacon Lock Assembly	\$18.50	Each
UICCCREADER	Contactless Card Reader	\$100.00	Each
Medeco	MKH4000 Housing Electronic Lock (optional)	\$140.00	Each
70HH0001800	mkBeacon 4 channel Lithium-Ion Battery Charger	\$550.00	Each
37HS0520090	Extended Sealed Coin Can – “L” Series Lock – State Combination	\$26.50	Each
75CC0520000	Regular Collection Cart	\$995.00	Each
75CC0520040	Coin Can – Sealed Receptacle c/w Brass Inner Sleeve	\$359.75	Each

75CC0520038	Coin Can - Sealed Receptacle c/w Nylon Inner Sleeve	\$179.95	Each
75CC0000015	Coin Can – Regular Can	\$275.00	Each
	Maintenance Card	\$5.00	Each
15MM0520101	Radio – LTE Cell Drawer Assembly	\$250.00	Each
6. Shipping			
mkBeacon or mkBeacon 2Bay	Cost to ship each single or dual space meter	\$5.00	Each
Iron Housing	Cost to ship each iron housing	\$5.00	Each



City of Spokane
CONTRACT AMENDMENT
Title: **PAID PARKING EQUIPMENT**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **MACKAY METERS, INC.**, whose address is 1342 Abercrombie Road, PO Box 338, New Glasgow, Nova Scotia, Canada B2H 5E3, 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 Paid Parking Equipment – Single-Dual Space Meters; and

WHEREAS, additional meters with installation are needed and subsequently additional funds are required, thus, the original Contract needs to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated October 7, 2021 and October 8, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

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

3. AMENDMENT.

The original Contract is hereby amended as follows:

- The City will be adding 205 dual and 880 single meters in the Paid Parking Zone and is adding money to the contract for those devices and installation, in accordance with the amended Exhibit H – Costs and Fees; and
- The City is adding money for spares as well as damage and attrition; and

- The City is adding additional items to the cost and fees document that were not on the original contract but leaving all other costs and fees the same.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE MILLION EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,850,000.00)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment, in accordance with Exhibit H, attached hereto. 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.

MACKAY METERS, 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:

Amended Exhibit H – Costs and Fees

22-231a



Agenda Sheet for City Council Meeting of:

03/27/2023

<u>Date Rec'd</u>	2/24/2023
<u>Clerk's File #</u>	OPR 2023-0350
<u>Renews #</u>	

<u>Submitting Dept</u>	STREETS	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	CLINT HARRIS 625-7744	<u>Project #</u>	2022097
<u>Contact E-Mail</u>	CEHARRIS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	MASTER
<u>Agenda Item Name</u>	1100 - TRAFFIC SIGNAL CONTROLS ON-CALL SVCS CONTRACT NON-FEDERAL 2023-2024		

Agenda Wording

Consultant Agreement with DKS Associates, (Seattle, WA) for Traffic Signal Controls On-Call Services for 2023-2024 - (Non-Federal) for an amount not to exceed \$200,000. (Various Neighborhood Councils)

Summary (Background)

This Consultant Agreement for Traffic Signal Controls On-Call Services (Non-Federal Aid) is for a period of two years with an additional one year option to extend. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects.

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
<u>Expense</u> \$ \$200,000.00		<u>#</u> VARIOUS
<u>Select</u> \$		<u>#</u>
<u>Select</u> \$		<u>#</u>
<u>Select</u> \$		<u>#</u>

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HARRIS, CLINT E.	<u>Study Session\Other</u>	1/30/23 PIES
<u>Division Director</u>	MILLER, KATHERINE E	<u>Council Sponsor</u>	Kinnear
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	ddaniels@spokanecity.org	
<u>For the Mayor</u>	PERKINS, JOHNNIE	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>		eraea@spokanecity.org	
<u>Purchasing</u>		dbuller@spokanecity.org	
		ceharris@spokanecity.org	
		gokihara@spokanecity.org	
		Signee: Wintana Miller wam@dksassociates.com	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org , 625-7744
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Traffic Signal Control Consultant
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Because our long-time traffic signal timing and controls employee retired and we have not been able to hire a permanent replacement, the Street Dept is seeking a consulting firm with expertise in traffic signal timing and controls.</p> <p>We anticipate using this consultant until such time as we are able to hire and fully train a full time city employee to replace the retired employee and perform these duties.</p>
Proposed Council Action	Background information for future request for council approval of consultant contract.
<p>Fiscal Impact</p> <p>Total Cost: <u>Varies depending on need</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Funding source will vary depending on the entity that requests the work (either the Streets Dept. or a specific project, for example)</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 (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <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>	
<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>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.</p>	

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.



City of Spokane
CONSULTANT AGREEMENT
Title: TRAFFIC SIGNAL CONTROLS
CONSULTANT SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DKS ASSOCIATES**, whose address is 719 Second Avenue, Suite 1250, Seattle, Washington 98104 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide Traffic Signal Controls Consultant Services, and

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

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on March 27, 2023, and ends on March 31, 2025, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by agreement of the parties not to exceed one (1) additional one (1) year contract period.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant's January 30, 2023 Proposal, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.

Total annual compensation for Consultant's services under this Agreement shall not exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Engineering Services Department Construction Management, 998 E North Foothills Drive Spokane, WA 99207-2735. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

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

incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

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

one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties

who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such

individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant'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 Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant 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.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall

mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes,

emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

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

agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

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

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

DKS ASSOCIATES

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:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – Consultant’s January 30, 2023 Proposal

EXHIBIT A

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

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

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

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

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

EXHIBIT B

4.2 LETTER OF SUBMITTAL

JANUARY 30, 2023

DAN BULLER, SENIOR ENGINEER
CITY OF SPOKANE
808 W. Spokane Falls Blvd.,
Spokane, WA 99201



719 SECOND AVE, STE 1250
SEATTLE WA 98104
206.382.9800
A#22X07-102

SUBJECT: TRAFFIC SIGNAL CONTROLS CONSULTANT SERVICES FOR NON-FEDERAL AID PROJECTS 2023-2024

Dear Dan and Members of the Selection Committee,

We understand that staffing shortages impact how a city department functions. This impact is felt even more when the missing skill set is highly technical in nature. DKS has assembled a team with traffic signal operations and controller expertise, along with local knowledge, to fill in the staffing gaps experienced by the City of Spokane.

The DKS Team is uniquely qualified for this contract to assist the City with ongoing traffic signal operations and will hit the ground running. We provide:

- **LEADERS IN TRAFFIC SIGNAL OPERATIONS.** DKS team members are leaders in providing traffic signal timing solutions that match the operational objectives of a particular situation, whether it is a short-term construction project or a long-term signal coordination project. We are well-versed in using Synchro, translating the timings to the SEPAC/TACTICS formats and making adjustments to fit the field conditions. We are abreast of national and local standards for determining signal timing parameters. We understand how to program advanced features, such as flashing yellow arrows, pedestrian hybrid beacons, leading pedestrian intervals, and transit signal priority and can troubleshoot issues in the field. All of our experts are experienced in making real-time adjustments in the field under live-traffic conditions.
- **LOCAL SUPPORT.** Our teaming partner, CivTech, has an office in Spokane that can provide on-the-ground, short-notice support to the City, especially during construction staging changes. Sean Messner leads the CivTech Spokane office and has traffic engineering experience in Spokane, Spokane County, Spokane Valley, and throughout the Inland Northwest. He has developed signal timing solutions for coordinated systems and stand-alone situations throughout eastern Washington. Sean has first-hand knowledge of TACTICS and has experience helping the City of Spokane Valley transition from i2tms into TACTICS, alongside traffic signal controller upgrades.
- **CONTROLLER EXPERTS.** We have included Western Systems on our team in order to provide additional technical resources related to programming and troubleshooting controller/firmware issues. Western Systems is the local sales representative for TACTICS and SEPAC and provides support to agencies using these systems. With Western Systems on our team, we can work hand in hand to address issues that may arise when deploying new or modified timings. DKS has worked with Western Systems on signal coordination projects supporting our Pacific Northwest clients.
- **ON-CALL CONTRACT EXPERIENCE.** This on-call contract provides the City of Spokane with an extension of staff resources. We understand that an important aspect of on-call work is timeliness and responsiveness to client requests. DKS is proud of our responsiveness to our client's needs, commitment to meeting schedules and budgets, and the quality of our products. We have earned a reputation for technical excellence, which is confirmed by the number of repeat clients seeking our on-call services.

4.2 LETTER OF SUBMITTAL

Having recently led several successful on-calls with multiple tasks, I understand what is expected of our team and look forward to working to support the City of Spokane staff. I am a Principal at DKS Associates and can legally bind DKS to a contractual relationship. Please feel free to contact me with any questions regarding our qualifications.

Sincerely,

Wintana Miller

Wintana Miller, PE, PTOE, Project Manager

P: 206.436.0319

E: wam@dksassociates.com

DKS ASSOCIATES FIRM INFORMATION

- HEADQUARTERS:** DKS Associates | 720 SW Washington Street, Suite 500, Portland, OR 97205 | P: 503.243.3500 | F: 503.243.1934
PROJECT MANAGER: Wintana Miller, PE, PTOE | 719 Second Avenue, Suite 1250, Seattle, WA 98104 | P: 206.436.0319 | E: wam@dksassociates.com
- FIRM STATUS:** S-Corporation
- OPERATION FACILITY LOCATION:** 719 Second Avenue, Suite 1250, Seattle, WA
- FORMER CITY OF SPOKANE EMPLOYEES:** There are no former City of Spokane employees that are employed by DKS or on our governing board as of the date of this proposal or during the previous twelve months.
- ACKNOWLEDGMENT OF ALL TERMS AND CONDITIONS:** Yes, DKS can acknowledge we can comply with what is written in the RFQu document.
- FEDERAL ASSISTANCE PROGRAMS:** Yes, DKS meets these requirements. DKS acknowledges that we have not debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, “Debarment and Suspension”. DKS will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and the Firm agrees to comply with City requirements to follow cost principles outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. DKS will comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements”.

4.3 PROPOSAL (QUALIFICATION STATEMENT)

4.3.1. THE DKS TEAM'S QUALIFICATIONS AND EXPERIENCE IN THE AREAS OF THE DESIGN OF PUBLIC WORKS PROJECTS

DKS DKS is a leader in transportation engineering, with a specialty in traffic signal operations and the experience necessary to support the City of Spokane. Staff in our Seattle and Portland offices have retimed well over 3,000 traffic signals for City, County, and State agencies throughout the West Coast. We use Synchro as our primary tool when evaluating and retiming traffic signals and we understand how to translate timings from the model to parameters in the traffic signal controller. Our knowledge goes beyond the theoretical model and includes vast experience with in-field deployments, field observations and troubleshooting of software and hardware issues. Having delivered many signal retiming and on-call projects for public agencies, we know there are times when project demands require a surge of resources.

Our team is structured to give the City a large pool of staffing resources with the required knowledge and local availability to assist on any signal operations assignment. To supplement our signal operations technical expertise in Seattle and Portland, we have teamed with CivTech to provide additional local resources to perform in-field deployment, field observations, and fine-tuning where needed and Western Systems to provide additional technical knowledge of SEPAC/TACTICS operations.

CivTech CivTech is a certified disadvantaged business enterprise, women owned business enterprise, and small business enterprise firm founded in 2002 to lead civil and traffic engineering consulting services. CivTech's design group provides construction-related signal timing plans and adjustments that are coordinated with complex construction scheduling. CivTech also has extensive experience developing and integrating transit signal priority for cities and transit agencies.

Western Systems Western Systems is the regional vendor that provides the Yunex (Siemens) controller and ATMS software systems to local agencies. They bring knowledge of SEPAC and TACTICS operations and will provide additional resources, as needed, for deployment of temporary and/or permanent signal timing solutions, especially any advanced operations.

DKS TEAM PROJECT EXPERIENCE

Scope of Services Key	
GENERAL	Utilize, develop, and/or analyze signal timing models in Synchro for stand-alone, coordinated, and grid fixed time systems.
	Conversion of Synchro models to TACTICS/SEPAC for controller input for NEMA TS1, TS2 Type 1, and TS2 Type 2 cabinets
	In-person field observation for fine-tuning plans and operations
CONSTRUCTION RELATED	Construction signal timing plan(s) for stand-alone or coordinated operation for different times of day for temporary signals
	Modifying existing signal timing plan(s) for existing signals in stand-alone or coordinated operation for different times of day
NON CONSTRUCTION RELATED	Develop signal timing plans for new signalized intersections for stand-alone, coordinated, grid fixed-time operation
	Develop and/or modify signal timing plans to include TSP, FYA, and LPI for multiple times of day
	Develop PHB timing plans for coordinated and uncoordinated operations

Spokane Downtown Signal Timing, WA | DKS



SCOPE OF SERVICES AS IT RELATES TO THE RFQ

PICTURE TO THE LEFT: PM PEAK PERIOD TRAVEL TIME RESULTS BEFORE VS AFTER

DKS developed, implemented, and fine-tuned coordinated signal timings for 85 intersections in downtown Spokane. The primary goals for the project include

efficiently moving people and goods by reducing vehicle delays and stops in downtown and creating a pedestrian-friendly environment. Coordinated timings were developed for weekday and weekend periods. DKS entered the timing using the City's ACTRA signal system and performed field fine-tuning. DKS also evaluated the City's current special event timing plans to determine the need for additional plans to deal with atypical traffic conditions.

Walla Walla Signal Timing On-Call, WA



SCOPE OF SERVICES AS IT RELATES TO THE RFQ_u

PICTURE TO THE LEFT: MAIN STREET LOOKING WEST TO 2ND AVENUE

DKS developed new local and coordinated signal timings for 14 signals in Walla Walla using SEPAC software. Five of the signals are in the downtown core, where pedestrian activity is high. DKS enabled LPI at one of the intersections to improve pedestrian safety. DKS programmed FYA operations at five intersections and will convert another five intersections to FYA next year. DKS provides on-call signal operations services to the City and is helping them make continuous improvements.

Clackamas County CRC Mobility Design, OR | DKS



SCOPE OF SERVICES AS IT RELATES TO THE RFQ_u

PICTURE TO THE LEFT: CONCEPTUAL RENDERING OF INTERSECTION

The Clackamas Regional Center project developed multimodal and significant capacity improvements in the OR 213/Sunnyside Road/Harmony Road area. To support the construction of five traffic signal modifications and two signal replacements, DKS

worked closely with County staff to understand the construction staging and interim signal phasing and then programmed seven signal databases into Trafficware controllers to be ready when the contractor turned on the new/modified signals. DKS supported County staff as the new timing databases were deployed and fine-tuned the timings during construction to provide a short-term operations solution. DKS also developed and implemented new coordination signal plans for 13 signals along the Sunnyside Road corridor as a long-term solution when construction was complete.

Pierce Transit Downtown Tacoma Signal System/TSP Implementation, WA | DKS



SCOPE OF SERVICES AS IT RELATES TO THE RFQ_u

PICTURE TO THE LEFT: CORRIDOR LEVEL OF SERVICE AND DELAY

DKS worked with Pierce Transit, the City of Tacoma, and Sound Transit for the planning, design, and implementation of a new signal system in downtown Tacoma. The purpose of the signal system upgrade was to improve traffic operations, allow for transit signal priority at more intersections, and upgrade the priority operations for the light rail intersections. This project began with evaluating various signal systems for the City and Siemens SEPAC with TACTICS was ultimately selected. The new controllers were deployed at more than 80 traffic signals. DKS performed all the signal timing conversions from the old LMD9200 and Traconex controllers. DKS developed the TSP timings for 40 intersections and installed them in the field, and fine-tuned the ranges on all the Opticom detectors. Implementation of the system required coordination with the City of Tacoma IT department to develop the IP addressing scheme for the new Ethernet communications network and to determine how to route data from the field to the signal shop. Through a companion project, DKS retimed all the traffic signals (65) in the downtown core. DKS worked with the City of Tacoma and Sound Transit to adjust the detection and LRT priority timing to allow the trains to run from station to station without stopping. DKS then adjusted the grid timing around this new LRT timing to create progression on the major arterials downtown. DKS installed all the timings into TACTICS, downloaded them into the field, and fine-tuned the timing for the train and motor vehicle progression. DKS worked in conjunction with Western Systems who worked as an extension of City of Tacoma staff.

SDOT Center City Traffic Signal Timing, Seattle, WA | DKS

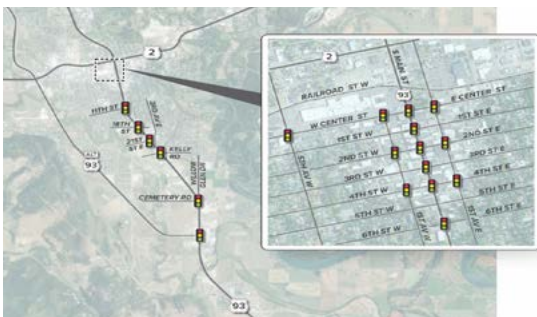


SCOPE OF SERVICES AS IT RELATES TO THE RFQu

PICTURE TO THE LEFT: SEATTLE CENTER POST EVENT SIGNAL TIMING PLAN

DKS developed new coordinated signal timings using SEPAC/TACTICS software for an area in the central business district of Seattle, between Denny Way, Jackson Street, the waterfront, and west of Broadway. DKS originally developed timings for the CBD and conditions significantly changed in the downtown core, prompting an overhaul of the timings. Some major changes include protected phases for turning movements, new queue jumps, a proposed reduction in the speed limit, and updated pedestrian clearance timings. DKS was also charged with compiling all transit and bike project changes to the network since 2007 and future changes to develop new existing conditions and proposed condition Synchro models. DKS incorporated these timings and other incident/event timings into an incident management system that will automatically trigger the transition between timing plans.

MDT Kalispell Signal Timing, MT | DKS



SCOPE OF SERVICES AS IT RELATES TO THE RFQu

PICTURE TO THE LEFT: PROJECT CORRIDOR

DKS evaluated the existing conditions and developed new local and coordinated signal timings for 20 traffic signals (M60 controllers operating SEPAC) in downtown Kalispell and along US 93 south of town. DKS coordinated the data collection and reviewed the seasonal volume data to determine if special timing plans were needed during the

summer months to accommodate the tourist traffic. DKS developed Synchro models for three time periods and worked with MDT and the City to determine optimum signal groupings and cycle lengths for the different time periods and implemented/fine-tuned the timings. DKS reviewed the crash data for each intersection to determine if any changes to the signal timings/phasing would improve the safety of the intersections. DKS also recommended the implementation of a flashing yellow arrow operation at four signals along the corridor. DKS also developed timing plans for a PHB signal in the north end of the US 93 corridor to balance the needs of pedestrian and the traffic.

King County F Line RapidRide, WA | DKS



SCOPE OF SERVICES AS IT RELATES TO THE RFQu

PICTURE TO THE LEFT: F LINE RAPIDRIDE FINAL DESIGN

DKS designed plans of new equipment and infrastructure installation to provide transit signal priority, passenger information systems, traffic signal improvements, and roadway modifications to improve transit operations for the F Line RapidRide corridor. The project involved coordination with King County Metro, WSDOT, and the cities of Burien, SeaTac, Tukwila, and Renton on the design and implementation of the proposed transit improvements. TSP timings for 43 signals were developed for Econolite ASC3s, Siemens M50s with SEPAC, and 2070s with NextPhase. DKS performed extensive testing of TSP functionality with each controller type and provided summaries of the testing and results to each agency. In the City of Renton, five of the TSP intersections were within the City's ACS Lite adaptive corridor. These required further testing of a different version of SEPAC (4.53) and how it interacts with the ACS Lite software. DKS provided support to the cities of Renton and Tukwila with the upgrades to SEPAC 3.51a and SEPAC 4.53 along the ACS Lite corridor. DKS entered the TSP timings directly into TACTICS for both cities and provided documentation on each TSP parameter used in developing those timings. DKS worked with the local agencies and KCM to implement the timings in the field and confirm that TSP would not adversely impact general-purpose traffic.

ACHD Meridian Traffic Signal and PHB Timing, ID | DKS



SCOPE OF SERVICES AS IT RELATES TO THE RFQ_u

PICTURE TO THE LEFT: MERIDIAN ROAD/I-84 SPUI RAMP QUEUES

DKS has worked with the ACHD on 11 separate signal-timing projects involving over 600 intersections since 2005. For each project, DKS worked closely with ACHD staff to identify operational issues and develop solutions based on the specific goals, locations, and conditions. Each project included data collection, Synchro model calibration, signal timing optimization, implementation, and field fine-tuning. On the most recent project, DKS updated the existing time-of-day coordinated signal timings along seven arterial corridors within the City of Meridian. In addition to updating the local and coordination timing parameters, DKS developed timings for five PHBs, 15 signals with FYAs, and two single-point urban interchanges.

Tacoma Pacific Ave Signal Timing Improvements, WA | DKS



SCOPE OF SERVICES AS IT RELATES TO THE RFQ_u

PICTURE TO THE LEFT: GOOGLE STREET VIEW OF CURRENT CONDITIONS

DKS developed AM, midday, and PM peak coordinated signal timing plans for Tacoma's Pacific Avenue (SR 7) corridor. This project included the development of new coordinated signal timing plans for 12 intersections in Synchro and SimTraffic. The new signal timings include the addition of a flashing yellow arrow (FYA) and leading pedestrian intervals (LPI) at certain intersections. DKS developed the signal timings and wrote a supporting report submitted to the City of Tacoma. Updated timings were created in SEPAC format for deliverables to the city.

City of Spokane Valley, Coordination Timing Plans, WA | CivTech

SCOPE OF SERVICES AS IT RELATES TO THE RFQ_u

Sean, from CivTech, refined and implemented timing plans for several major corridors within the City, including Sullivan Road, Argonne Road, Sprague Avenue, and Pines Road. The coordinated plans were developed in Synchro using timing cards from I2 and SEPAC and updated traffic counts. Sean adjusted walk times, yellow, and all-red times, as well as cycle lengths,

splits and offsets along each corridor to improve traffic flow. He used SimTraffic and Time-Space diagrams to show platooning and progression and ultimately implemented the traffic signal timing plans in the field. Field implementation included minor modifications to the offsets after monitoring traffic in real-time to account for driver behavior.

City of Spokane Valley, Sullivan and Euclid Intersection Improvements, WA | CivTech

SCOPE OF SERVICES AS IT RELATES TO THE RFQ_u

Sean, from CivTech, managed the development of a temporary traffic signal design to interact with the existing traffic signal at the Sullivan Road and Euclid Avenue intersection as part of the concrete pavement project. The temporary traffic signal was utilized for the southwest corner of the intersection, where ADA enhancements occurred and required the existing traffic signal pole to be removed and replaced.

The temporary signal was wired into the existing signal cabinet such that the existing controller could operate the temporary traffic signal. The signal timings, including green, yellow, all-red, and allowable walk phases were continuously adjusted throughout the construction project. Upon completion, Sean revised the traffic signal timings to reflect better operations of the intersection with the added capacity and adjusted the Sullivan Road corridor to obtain a better progression bandwidth.

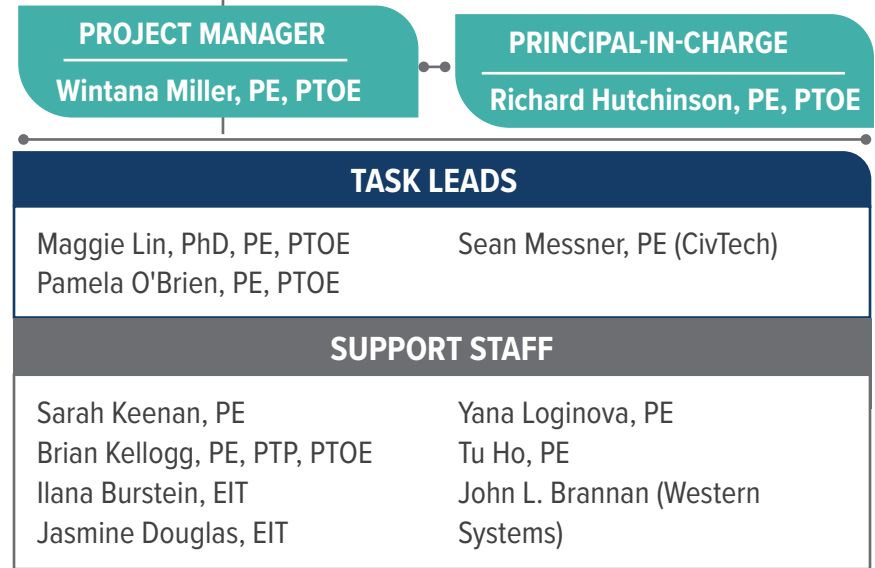
4.3.2. STAFFING PLAN

The DKS Team excels at collaborating with multiple stakeholders and project team members, articulating project requirements, driving decisions, and adjusting to dynamic internal and external environments to deliver on schedule and within budget. Our team consistently delivers high-quality, comprehensive projects that enhance roadway operations and the safety of all users.

























Wintana Miller will lead our team as the project manager and serve as the day-to-day contact. She will ensure that the project team completes all assignments on time and within budget. Our Principal-in-Charge, Richard Hutchinson, will provide quality control of deliverables and ensure the team meets the City's needs.

Wintana will be supported by staff experienced in signal analysis, operations, field deployment, and construction staging. Our team has the technical expertise and local presence needed to help the City operate and manage the traffic signal system. We will work as an extension of staff to complete typical ongoing signal operations assignments, such as reviewing and adjusting local and coordinated timings, developing timing for advanced features, such as FYA and LPI, and developing timings for PHBs. Our team will also complete assignments related to construction projects that may impact traffic signal phasing, detection, geometry, and/or communications to signalized intersections and crossings.

COST EFFECTIVE APPROACH TO IN-PERSON FINE TUNING AND OPERATIONS. Much of the work associated with developing new or updated signal timings can be done remotely. However, we understand that many of the assignments will require some level of in-person fieldwork. These tasks may include reviewing new coordinated timings, enabling advanced features, downloading construction-related databases and/or troubleshooting issues. Depending on the assignment, we plan to use DKS, CivTech, and Western Systems staff for in-person work. We propose to use a hybrid approach to provide technical expertise with a local presence in a cost-effective manner. This approach includes first identifying the various assignments the City would need help with. From that, we will map out the in-person tasks that need to be completed and group them together (i.e. complete data collection/fieldwork for multiple assignments at one time vs. completing them individually over multiple occasions). Depending on the assignments, we may find that DKS staff makes routine trips to Spokane to complete the tasks. Staff from CivTech is local and will work in tandem with DKS staff, specifically being available on short notice and/or for multiple trips due to changes in construction staging. Planning ahead and working together will help us optimize our time and reduce travel expenses. Below is a brief summary of our team's qualifications and skills as related to the RFQu. Full resumes which can be found in Appendix A.



KEY STAFF	SCOPE OF SERVICES AS LISTED IN THE RFQU							
	Signal timing models in Synchro	Conversion of Synchro models to Tactics and SEPAC	In-person field observation	Construction signal timing plan(s)	Modifying existing signal timing plan(s) for existing signals	Signal timing plans for new signalized intersections	Signal timing plans to include TSP, FYA, and LPI	Develop PHB timing plans
Wintana Miller, PE, PTOE								
Richard Hutchinson, PE, PTOE								

KEY STAFF	SCOPE OF SERVICES AS LISTED IN THE RFQ							
	Signal timing models in Synchro	Conversion of Synchro models to Tactics and SEPAC	In-person field observation	Construction signal timing plan(s)	Modifying existing signal timing plan(s) for existing signals	Signal timing plans for new signalized intersections	Signal timing plans to include TSP, FYA, and LPI	Develop PHB timing plans
Maggie Lin, PhD, PE, PTOE								
Pamela O'Brien, PE, PTOE								
Sean Messner, PE								

4.3.3. REFERENCES

Seattle DOT - Adiam Emery | P: 206.684.5121 | E: adiam.emery@seattle.gov
 Clackamas County - Carl Olson | P: 971.235.3260 | E: colson@clackamas.us
 City of Tacoma - Brennan Kidd | P: 253.591.5077 | E: bkidd@cityoftacoma.org
 City of Spokane - Inga Note, PE PTOE | P : 509.625.6331 | E: inote@spokanecity.org

4.3.4. LIST OF CONTRACTS

Below is a sample of DKS' recent contracts that relate to the services listed in the RFQu. More available upon request.

Contract Title Reference #	Contract Period of Performance	Contact Person
Montana DOT Kalispell Downtown & US 93 Signal Timing CMDP-G 6799 (46)	2019 - 2021	Julie Wotring, MDT jwotring@mt.gov 404.444.9031
Tacoma Pacific Ave Signal Timing Improvements CW2230683	2019 - 2020	Basel Kitmitto, City of Tacoma bkitmitto@cityoftacoma.org 253.591.5448
ITS Design and Signal Timing and Modeling Support 18-065	2019 - In Progress	Jason Cambridge, SDOT jason.cambridge@seattle.gov 206.684.5703
Nampa Garrity Signal Timing PW80020041	2020 - 2021	Matt Ricks, City of Nampa ricksm@cityofnampa.us 208.565.5158

Contract Title Reference #	Contract Period of Performance	Contact Person
ODOT ATC Controller Conversions B38960	2022 - ongoing	Jonathan Horowitz jonathan.p.horowitz@odot.oregon.gov 503.979.7084
Clark County Signal Timing Evaluation Verification & Evaluation 733839	2016 - 2019	Rob Klug rob.klug@clark.wa.gov 360.759.6737
WSDOT TSMO Program Plan Y-12366	2020 - In Progress	Pamela Vasudeva vasudep@sdot.wa.gov 206.584.7301
Pasco On-Call Transportation Planning/ Engineering 19009	2019 - 2022	Steve Worley worleys@pasco-wa.gov 509.543.5738
Bellevue New Mobility On-Call 2150160.000	2021 - In Progress	Daniel Lai dlai@bellevuewa.gov 425.452.6178
Red Hill Traffic Signal Synchronization Program C-9-1513	2020 - In Progress	Amy Tran, OCTA atran@octa.net 714.560.5726

4.3.5. TERMINATED CONTRACTS:

Not applicable, DKS does not have any terminated contracts.

Appendix A: Resumes

DKS

WINTANA MILLER, PE, PTOE | PROJECT MANAGER

Wintana Miller has 15 years of experience in traffic engineering and planning. She manages traffic and transit operations, travel demand forecasting, and feasibility analysis projects. Wintana has extensive experience helping local agencies evaluate traffic signal operations, including developing new coordinated timing plans. Wintana has hands-on experience working directly with SEPAC, Econolite, and NextPhase controller software. This work includes testing TSP functionality and installing and fine-tuning new time-of-day parameters. Wintana has developed coordinated timings using Synchro for over 500 traffic signals across Bellevue, Seattle, Shoreline, Tacoma, SeaTac, Redmond, Federal Way, Tukwila, Kent, and Renton. Wintana has extensively tested traffic signal controller operations for the light rail system in Tacoma using Siemens controllers and assisted the City during implementation. Wintana is also an expert project manager, managing numerous on-calls and associated task orders. She can convey technical information to a broad audience in an understandable, approachable manner.

YEARS OF EXPERIENCE: 16

EDUCATION: MS, Engineering, University of California, Berkeley
| BS, Civil Engineering, Massachusetts Institute of Technology

REGISTRATIONS:

Washington Civil Professional Engineer, No. 50091 | Professional Traffic Operations Engineer® (PTOE) No. 3517

City of Tacoma Pacific Avenue Signal Timing, WA. Wintana oversaw the development of signal timing plans for the Pacific Avenue (SR 7) corridor that optimized arterial progression and reduced delays for the AM, Midday, and PM peak periods. The project will also implement the City of Tacoma's first Leading Pedestrian Intervals (LPIs). To support the City in their development of a LPI policy, DKS provided a review of recommendations and best practices. Wintana and team assisted the City in implementing the LPIs and the optimized signal timing plans through in-field fine-tuning with City of Tacoma signal technicians.

SDOT Next Generation ITS – Center City, Seattle, WA. Wintana was the project manager for developing enhanced traffic signal timing for the 300 traffic signals in the central business district. Wintana worked with SDOT staff to develop an operational approach that will use existing and future system detection and travel time monitoring equipment to better manage the transition of timing plans in the CBD. Wintana and her team developed an updated Synchro model for existing conditions in the CBD and completed the preparation of optimized timings for AM, PM, and off-peak conditions. Wintana's team also completed event timing plans for various closure conditions for the Alaskan Way Viaduct. Wintana worked with the City to develop incident management signal timing that will be dynamically activated with their new central signal system. All timing was prepared for SEPAC controller software.

King County Metro Route 150 Signal Timings, WA. As the project manager, Wintana led the development of coordinated signal timing plans for 29 signalized intersections in Tukwila and Kent along the Route 150 corridor. Timings plans were developed using Synchro software for the AM, Midday, and PM peak periods. Wintana coordinated with the cities during implementation to fine-tune the timings in the field. Signal timings were developed for SEPAC, Econolite Cobalt and Multisonic controllers.

City of Shoreline Citywide Safety Project – Signal Timing, WA. Wintana was the project manager for developing updated signal timings to reflect a safe pedestrian walking rate of 3.5 feet per second at all 45 signalized intersections in the City of Shoreline. Geometric data were collected at all intersections and used to develop a citywide Synchro model. Signal operations were evaluated for coordinated and non-coordinated corridors for updated optimization and analysis of coordination needs. Phasing and timing changes were proposed at several intersections throughout the City for improved safety and operations.

King County Metro F Line RapidRide ITS Design, WA. As deputy project manager, Wintana led the development of TSP timings for 43 intersections along the F Line corridor. TSP timings were developed for Econolite ASC3s, Siemens M50s with SEPAC, and 2070s with NextPhase. Wintana led the testing of TSP functionality with each controller type and provided summaries of the testing and results to each agency. Wintana provided support for upgrading SEPAC and TACTICS software for the cities of Tukwila and Renton and worked with the local agencies and King County Metro to implement the timings in the field and confirm that TSP would not adversely impact general-purpose traffic.

Pierce Transit Downtown Tacoma Signal System and TSP Implementation, WA. Wintana was the project engineer for the implementation of a new signal system and TSP at many upgraded intersections after the selection of Siemens SEPAC with TACTICS. Wintana led the conversion of signal timing for over 80 intersections from old LMD9200 and Traconex controllers, updating the signal timings to have MUTCD-compliant pedestrian interval timing. Updated timing changes were made directly into TACTICS. Wintana developed TSP timing for over 40 intersections, including 15 LRT intersections using high priority. She extensively tested the latest version of SEPAC software to verify its operation for TSP for buses and light rail trains. Wintana also observed operations during implementation and adjusted signal timing and priority settings in the field to improve operations for both general-purpose traffic and transit vehicles.

Nampa Garrity Signal Timing, ID. Wintana oversaw the development of signal timing plans for the Garrity corridor in the vicinity of I-84. The project included developing AM, midday, and PM peak period signal timing plans. The corridor is one of the more congested areas in the city of Nampa and also serves as a primary connection to the new Amazon distribution center on Franklin Boulevard. DKS developed the signal timing and assisted the city with implementation to meet traffic needs in the area.

Sound Transit Controller Testing for C, D, and G Streets, Tacoma, WA. As the project engineer, Wintana tested the latest SEPAC software (v. 3.52) to determine its ability to meet the goal of the project, to ensure the safe operations of the signals on S 25th St during the interaction of a transit signal priority call from a Link train and a preempt call from a Sounder train. Wintana coordinated with Sound Transit and Siemens engineers to discuss the needs of Sound Transit and the City of Tacoma and how to incorporate those needs into the development of the controller software. She provided summaries of the updated operations and identified the need for further improvements before the City of Tacoma should implement SEPAC software on this corridor.

King County Metro Pacific Highway South RapidRide Traffic Signal Timing, WA. Wintana developed coordinated signal timing plans at 36 signalized intersections using Synchro software for the AM, midday, and PM (peak periods). For 20 intersections, she developed TSP timing plans for each time of day according to the level of service criteria for each intersection phase established through the Pacific Highway S RapidRide Feasibility Analysis. Wintana coordinated with King County and local agencies and assisted with field implementation and fine-tuning.

DKS**YEARS OF EXPERIENCE:** 22**EDUCATION:** BS, Civil and Environmental Engineering, University of Washington**REGISTRATIONS:**Washington Professional Civil Engineer, No 43665
| Professional Traffic Operations Engineer® (PTOE) No. 2455

RICHARD HUTCHINSON, PE, PTOE | PRINCIPAL-IN-CHARGE

Richard will support Wintana Miller by ensuring she has all the necessary tools, resources, and staff readily available to her to exceed the City's technical and contractual expectations. He has served as a PIC and a trusted advisor to public agencies throughout Washington. Richard's expertise is built from his 20 years of experience as the lead traffic engineer providing design, specifications, and cost estimates for over 60 traffic signal systems, 40 illumination systems, and 30 ITS systems. Richard has also been a PIC for many traffic signal timing and operations projects in Washington and has worked in the Spokane region for over 13 years.

Spokane Transit Upriver Transit Center, WA. As the project manager on the on-call and task order, Richard oversaw this project to ensure that the project stayed on time and on schedule. DKS evaluated the Spokane Community College campus and Mission Avenue/Sycamore Street intersection to support the design of a new transit center. DKS provided the full traffic signal modification for E Mission Ave and N Sycamore Street intersection. DKS properly located the poles relative to the pedestrian ramp layout according to ADA guidelines, located signal equipment to minimize overhead and underground conflict, designed traffic signal removal plans, and prepared cost estimates.

Spokane Transit Wall-Riverside Intersection, WA. As the project manager of the on-call and task order, Richard worked alongside the Spokane Transit Authority and the City of Spokane to design the traffic signal and illumination modifications at the intersection of Wall and Riverside. These modifications were necessary to account for the Transit Center upgrades in the southwest corner of the intersection. The design accounted for safety, ADA compliance, coordination and the pathing of the transit coaches.

Spokane Monroe Transit Contraflow Lane Study, WA. Richard acted as QA/QC on this project. DKS led the micro-simulation analysis of a new bus contra-flow lane in downtown Spokane. The DKS team developed Vissim models of various lane and bus operation alternatives to evaluate potential impacts on vehicle operations and transit travel times. The design team developed a new bus station concepts with consideration for transit signal phasing, bus stop bar location, and adjacent roadway cross-section. DKS coordinated with Spokane Transit staff to present the findings to City of Spokane staff to gain approval. Richard also designed the channelization and signage for this improvement.

Spokane Transit Spokane Falls Station, WA. As the project manager, Richard led the transportation analysis for the Ft. George Wright Drive campus frontage and Elliott Drive study intersections. The intersection's operational analysis was for the 2018 existing conditions, 2019 project opening conditions and 2040 future conditions. DKS worked with City staff to determine the most appropriate left turn signal phasing options for Ft. George Wright Drive/Elliott Drive West intersection and designed a new traffic signal and lighting for the intersection. DKS located the poles and equipment layout according to ADA guidelines and conducted an intersection lighting analysis to determine the appropriate location and mounting height for luminaires.

SDOT ITS Design and Signal Timing/Modeling Consultant Support, WA. As the PIC, Richard supported the project manager and ensured DKS met all the needs and requirements of SDOT. The project aimed to upgrade traffic signals to support advanced operations in the University of Washington area. To meet this goal, DKS supported SDOT by designing video detection installation across five key corridors (40 intersections in total) with the SCOOT adaptive system, upgraded traffic signal controller cabinets at ten intersections, and installed Closed Circuit Television (CCTV) cameras at five intersections. DKS is also upgrading ten intersections with ADA-compliant accessible pedestrian signals (APS) and one intersection with ADA-compliant curb ramps. DKS led to the development of the temporary traffic control design on the project.

Tacoma 6th Avenue Initial Design Report, WA. Richard served as the project manager for the 6th Avenue Pedestrian Crossing Safety Improvements project which included design upgrades to existing traffic signal heads and signal phasing; installation of accessible pedestrian countdown signals and pushbuttons; and adjustment of traffic signal timing, communication, and coordination as needed. The DKS team also installed curb bulbs and pedestrian median islands and upgraded to pedestrian-actuated rectangular rapid flashing beacons. The project also included associated ADA and drainage/utility work. DKS prepared a pre-design report for 21 intersections. A field investigation was also conducted to see the potential problems such as vertical clearance, replacement of strain poles due to additional loads, the need for additional conduit for new cables, etc. As the project manager, Richard supervised the design and managed budget, project scope, and timeline.

Seattle Delridge Multimodal Corridor Operations Analysis, WA. Richard led this project, which identified, developed, and recommended multimodal improvement strategies by evaluating the operational performance of general purpose and bus traffic under various design options and mitigation scenarios. DKS completed a VISSIM traffic analysis to determine benefits and impacts of additional BAT lanes, stop consolidation, transit signal priority, queue jumps, and bike lanes. Richard's team coordinated with SDOT to gather signal timing data and with KC Metro to gather transit data for the Delridge Corridor.

SDOT Next Generation ITS - Center City, WA. Richard was the quality reviewer for the new coordinated signal timing for the central business district of Seattle. DKS originally developed timings for the CBD in 2008. Some major changes include more protected phasing for turning movements; new queue jumps; a proposed reduction in the speed limit; and updated pedestrian clearance timings. In addition, multiple new transit and bike projects are coming on-line that dramatically change the roadway network. DKS was charged with compiling all the changes to the network since 2007 and future changes to develop the new existing conditions and proposed condition Synchro models. The future condition model has been optimized for AM, off-peak and PM conditions. DKS incorporated these timings and other incident/event timings into an incident management system that will automatically trigger the transition between timing plans. DKS developed a network of detection that will be used to support this automated operation. The DKS team and SDOT implemented normal time of day timing and event/incident plans.

DKS

PAM O'BRIEN, PE, PTOE | TASK LEAD

Pam has expertise in systems engineering, operational analysis, signal timing development and implementation, advanced operations, and automated traffic signal performance measurement. She has worked with cities, counties, and state agencies, including the City of Spokane, to evaluate their existing signal systems and develop optimized signal timings at over 1,000 traffic signals. Pam has experience with local controller software including SEPAC, Trafficware, Q-Free, NWS Voyage, McCain, Peek, Wapiti, BiTran, Econolite, and Traconex and their respective central systems. Pam's projects include data collection, calibrating Synchro models, intersection analysis, coordinated timing development, implementation and fine-tuning, and benefits reporting. Pam's hands-on traffic signal timing field experience gives her the ability to troubleshoot software and hardware issues. She has also designed the traffic signal upgrades needed to implement adaptive traffic signal systems for numerous agencies. She is an expert in systems engineering and has helped many agencies evaluate and choose new signal systems (local, central, adaptive, and ATSPM). Pam previously worked with the City of Spokane to develop signal timing plans that improved traffic operations throughout the downtown area.

YEARS OF EXPERIENCE: 28

EDUCATION: BS, Civil Engineering, University of Minnesota

REGISTRATIONS: Oregon Professional Civil Engineer No. 65811 | Washington Professional Civil Engineer No. 51767 | Texas Professional Civil Engineer No. 117630 | Montana Professional Engineer No. 49366 | Professional Traffic Operations Engineer® (PTOE) No. 2203

City of Spokane Downtown Signal Timing, WA. Pam managed the task of developing, implementing, and fine-tuning coordinated signal timings for 85 intersections in downtown Spokane. The primary goals for the project included efficiently moving people and goods by reducing vehicle delays and stops in downtown and creating a pedestrian-friendly environment. Coordinated timings were developed for weekday and weekend periods. She assisted City staff in entering the timing using the City's ACTRA signal system and performed field fine-tuning. Pam also evaluated the City's current special event timing plans to determine the need for additional plans to deal with atypical traffic conditions.

City of Walla Walla On-Call Signal Operations, WA. Pam worked with the City of Walla Walla to provide on-call traffic signal operations support, as the City needed additional resources to assist the signal technician on traffic signal operations issues. She developed and implemented new coordinated timings for 2nd Avenue and 9th Avenue to improve north/south flow. Pam developed signal timings in SEPAC format for new signals as the City upgraded the infrastructure.

City of Vancouver On-Call Signal Operations, WA. Pam worked with the City of Vancouver to provide on-call traffic signal operations support, as the City needed additional resources to respond to citizen calls regarding traffic signal operations. Pam worked at the City on average one day a week, where she operated and managed the signal system via ATMS.now and worked closely with the maintenance staff to address issues. Pam also reviewed and updated the transit signal priority timing parameters by reviewing TSP and traffic signal split logs.

MDT Kalispell Signal Timing, Downtown & US 93, MT. Pam managed this project to review and update the local and coordinated signal timings at the traffic signals (M60 controllers operating SEPAC) in downtown Kalispell and US 93 south of town. She reviewed the seasonal volume data to determine if special timing plans were needed during summer. Pam developed, implemented and fine-tuned the new timings in May and July to ensure the timings were appropriate for the seasonal volumes.

MDT Kalispell Signal Timing US Hwy 2, MT. Pam managed this project to evaluate and develop new local and coordinated signal timings for 13 traffic signals (M60 controllers operating SEPAC) along US Hwy 2 in Kalispell. Pam coordinated the data collection, developed Synchro models for three time periods, and developed, implemented, and fine-tuned the timings. She also reviewed the crash data for each intersection to determine if any changes to the signal timings/phasing would improve the safety of the intersections.

Ada County Highway District Signal Timing, ID. Pam worked on nine projects for ACHD, involving over 350 intersections, including downtown Boise and BSU Football game event timing. Her roles have ranged from lead engineer to project manager. Pam worked closely with ACHD staff to identify operational issues and develop solutions based on the project's specific goals. She coordinated data collection, calibrated the Synchro model for each project corridor, updated local traffic signal timing parameters, developed optimized coordinated signal timings and worked with ACHD to implement Trafficware and fine-tune the signal timing in the field. Each project included a benefits report to document the impacts of the new signal timing, which compared the before and after measures of effectiveness.

OCTA Westminster Boulevard Traffic Signal Synchronization Project, CA. Pam was the signal operations technical lead on this project to develop new coordinated signal timings for 63 traffic signals along Westminster Avenue/17th Street. The project included close coordination between eight agencies; OCTA, Caltrans, Seal Beach, Westminster, Garden Grove, Santa Ana, Tustin, and Orange County. Pam led the calibration of the corridor Synchro models and developed new local and coordinated signal timings for four time periods. She led the implementation using four different traffic signal firmware and provided extensive field fine-tuning of the new timings.

ODOT Region 1 ATC Controller Conversion, OR. Pam is providing QA/QC on this project to help ODOT Region 1 convert 105 signals from 2070 controllers operating NWS Voyage to ATC controllers operating Q-Free MaxTime. She helped to train six staff to convert databases, established a thorough QC procedure, and coordinated the tasks throughout the project.

FHWA Objectives and Performance Based Management of Traffic Signal Operations. Pam was the co-investigator on this project to document case studies and describe best practices, benefits, and costs of objectives and performance-based management of traffic signal programs. She worked with the team, which includes experts from private, public and academic sectors, to develop a white paper that describes the methodology to evaluate the benefits and costs of ATSPM system deployments. She also developed a guide that includes best practices and lessons learned to help agencies as they deploy and operate future systems and led a workshop at the ITE International Meeting in 2021.

DKS**YEARS OF EXPERIENCE:** 11

EDUCATION: PhD,
Transportation Planning
and Management, Beijing
Jiaotong University, China |
MS, Civil and Environmental
Engineering, University
of Nevada, Reno | BE,
Electronic Commerce,
Beijing Jiaotong University,
2007

REGISTRATIONS:
Washington Professional
Engineer, No: 22008444
| Professional Traffic
Operations Engineer®
(PTOE) No. 4929

DONGMEI “MAGGIE” LIN, PHD, PE, PTOE | TASK LEAD

Maggie Lin has 11 years of professional experience in transportation engineering, including traffic operational analysis, safety analysis, traffic signal operations and systems engineering. Prior to joining DKS, she helped agencies in Nevada and California develop and implement coordinated signal plans along multiple arterial roads. At DKS, her expertise lies in traffic operations, signal timing and operations, data analytics and systems engineering.

Montana DOT Kalispell US Hwy 93 and Downtown Signal Timing, MT. Maggie assisted MDT in developing new signal timing plans for 20 traffic signals along US-93 and in Downtown Kalispell. She created Synchro models to evaluate existing operations, analyzed seasonal traffic trends, developed proposed timing plans based on regional context and seasonal traffic conditions. She implemented the signal timing plans in May and July of 2021 and fine-tuned the plans to accommodate school-season and summer traffic. She also led the before and after study, using Wejo connected vehicle data and Arterial Insights tool to conduct the travel time comparisons.

ODOT OR-99E (Pine to Sequoia) Signal Retiming, Canby, OR. Maggie retimed six traffic signals along OR-99E in downtown Canby, OR. She led the data collection, existing and proposed Synchro models, programmed ATC databases in MaxTime software, and led the implementation and fine-tuning of the new timing plans. During the fine tuning, she made instant edits to the AM and midday timing plans, and revised PM timing plans to relieve the congestion. The corridor travel times were significantly reduced after the new timing implementation.

TXDOT Beaumont District TSMO Support – Signal Timing Update, TX. Maggie led the re-timing of 52 traffic signals in the TXDOT Beaumont District. She led a team of staff to collect data, develop Synchro models for existing conditions, review and update local timing parameters, evaluate the need for coordination timing and develop coordination timing plans. She conducted field observation and fine tuning in the field and made instant edits in Siemens M50 and M60 controllers.

Clackamas Regional Center (CRC) Mobility Improvements, Clackamas County, OR. The CRC Mobility project included significant capacity and multi-modal improvements on the Sunnyside Road corridor near the Clackamas Regional Center. To support the construction of five traffic signal modifications and two signal replacements, Maggie worked closely with the County Traffic Engineer in programming the seven signal databases into Trafficware controllers and ensured efficient and safe operations at the seven locations. She led the development and implementation of the new coordination signal plans of 13 signals along the Sunnyside Road corridor.

Division Transit Project Signal Timing Development, Portland and Gresham, OR. As part of the Division Transit Project, Maggie assisted ODOT and City of Gresham in developing new signal coordination plans and transit signal priority strategies at 13 intersections. She evaluated and calibrated existing signal timing plans in Synchro, created new coordination plans for weekday and weekend peak periods, programmed new coordination plans in MaxTime software, and ensured the coordination fit in with adjacent intersections along the corridor. She also led the development and implementation of transit signal priority parameters.



YEARS OF EXPERIENCE: 19

EDUCATION: Bachelor of Science, Civil Engineering, Arizona State University

REGISTRATIONS:
Washington Professional Engineer, No: 22008444
I Professional Traffic Operations Engineer® (PTOE) No. 4929

SEAN MESSNER PE | TASK LEAD

Sean is an experienced traffic engineer and project manager with more than 19 years of experience specializing in traffic analysis and operations including traffic signal timing and corridor timing, as well as traffic design for traffic signals, maintenance of traffic, signing/markings, illumination, and ITS. Sean is well versed in converting traffic signal timing sheets into Synchro inputs and exporting Synchro signal timings into TACTICS (and MaxView). Sean served as the City Traffic Engineer for Spokane Valley and coordinated extensively with traffic signal maintenance crews to implement, adjust, and fine tune corridor timing plans throughout the City. He has served in the public sector at Spokane County and at the City of Spokane Valley

City of Spokane Valley, Traffic Signal Controller Replacement Project, WA. The City of Spokane Valley began replacing Siemens M52 and M60 controllers and the associated software with Intelight controllers and MaxTime/MaxView software at over 60 locations throughout the City. The traffic signal controller replacements occurred at locations where the traffic signal is part of the connected (ITS) network, which provides access to the City's Traffic Operations Center and the Spokane Regional Transportation Management Center (SRTMC). Sean led the efforts to make the traffic controller swaps and assisted in updating and transferring traffic signal timing information from SEPAC to MaxTime, which occurred at the signal controller level and was closely coordinated with the traffic signal maintenance staff. He prepared a brief systems engineering document for the controller and software upgrades and identified minimal impacts to the City's ITS system. Sean also assisted in developing and transferring the network from TACTICS to MaxView, which occurred at the operation center level.

City of Spokane Valley, BNSF and UPRR Preemption Coordination, WA. Sean coordinated with WSDOT, BNSF, and UPRR to update the preemption calculations at traffic signals adjacent to railroad lines to accommodate MUTCD changes in walk times for pedestrians. The City and WSDOT were updating pedestrian intervals to meet the MUTCD requirements, and BNSF was in the process of changing from a two-wire preemption system to an eight-wire preemption system. Sean coordinated with both WSDOT and BNSF to calculate the preemption timing needed for both wire systems, using the TXDOT traffic signal preemption forms, and to account for pedestrian intervals. Sean also used the same process to coordinate with the UPRR for the two traffic signal preemption calculations.

Spokane Valley, Pines Road /Mirabeau Traffic Signal, WA. The City of Spokane Valley identified the need to improve the intersection of Pines Road (SR 27) and Mirabeau Parkway to accommodate the growth of the Pinecroft business park and to provide safety for pedestrians, mostly school children, to cross the busy roadway. Sean served as the traffic engineering reviewer for the project, which included the development of traffic signal plans, signing and marking plans, ITS connections into the City and WSDOT regional system, and ADA-compliant improvements. The project required coordination with East Valley School District and Trent Elementary School, Pinecroft business park owners, and Mirabeau Chapel Church through the duration of the design and construction phases. To assure compliance with their standards, extensive coordination was required with WSDOT for improvements to the WSDOT-maintained traffic signal. The project was completed within budget and on schedule to meet the opening of the new school year.

City of Spokane Valley, Sullivan and Euclid Intersection Improvements, WA. Sean managed the development of a temporary traffic signal design to interact with the existing traffic signal at the Sullivan Road and Euclid Avenue intersection as part of the concrete pavement project. The temporary traffic signal was utilized for the southwest corner of the intersection, where ADA enhancements occurred and required the existing traffic signal pole to be removed and replaced. The temporary signal was wired into the existing signal cabinet such that the existing controller could operate the temporary traffic signal. The signal timings, including green, yellow, all-red, and allowable walk phases were continuously adjusted throughout the construction project. Upon completion, Sean revised the traffic signal timings to reflect better operations of the intersection with the added capacity and adjusted the Sullivan Road corridor to obtain a better progression bandwidth.

City of Spokane, Traffic Engineering On-Call Services, WA. Sean serves as the point of contact and the traffic engineering lead for the on-call services contract with the City of Spokane Integrated Capital Management Group. CivTech is assisting the City in developing and updating their Transportation Impact Fees and their citywide Synchro model with current volumes and intersection configurations. Sean continues to provide traffic engineering support for capital improvement projects.

City of Ketchum, Main Street Evaluation, ID. Sean led the traffic engineering effort to evaluate Main Street, which serves as the Idaho Transportation Department (ITD) State Route 75 and is the main highway connecting Stanley to Shoshone in Ketchum, Idaho. The City desired to convert Main Street into a more urban, pedestrian and bicycle-friendly roadway serving multi-modal activity at the City center. The evaluation included existing conditions, no-build conditions, and the review of a 'roadway repurposing', or road diet, converting the two-lanes in each direction to a one-lane each direction with a two-way left-turn lane, bikes lanes, and parking lanes. Sean coordinated with the City and ITD to obtain the existing signal timing. He developed short-term signal timing plans to help facilitate progression along Main Street between River Street and 6th Street.

City of Spokane Valley, Coordination Timing Plans, WA. Sean refined and implemented timing plans for several major corridors within the City, including Sullivan Road, Argonne Road, Sprague Avenue, and Pines Road. The coordinated plans were developed in Synchro using timing cards from I2 and SEPAC and updated traffic counts. Sean adjusted walk times, yellow, and all-red times, as well as splits and cycle lengths along each corridor to improve traffic flow. He used SimTraffic and Time-Space diagrams to show platooning and progression and ultimately implemented the traffic signal timing plans in the field. Field implementation included minor modifications to the offsets after monitoring traffic in real time to account for driver behavior.



YEARS OF EXPERIENCE: 23

EDUCATION: AAS,
Electronica Design &
Manufacturing, Glendale
Community College

JOHN L. BRANNAN | SUPPORT STAFF

John oversees all installation and technical support of system integration projects for Western Systems. Primary emphasis being on Siemens software solutions and control equipment. John also specializes in communication media including fiber, GHDSL and wireless. Clients appreciate John's customer-oriented approach, his ability to help them keep up with the latest technologies and his willingness to provide technical support. John is certified on all Siemens, Mobility traffic solutions (Yunex Traffic). He maintains all the TACTICS® systems on the west coast and is one of the only SCOOT® Adaptive deployment experts in the USA.

SUMMARY OF QUALIFICATIONS

- Has managed multiple ATMS and ACS projects throughout the Pacific Northwest and California including Adaptive, BRT and communications implementations
- Has managed both the sales and technical support staff at Western Systems
- Collaborated with municipalities, DOT's and other transportation professionals on innovative ITS and traffic solutions to meet customer needs
- Tests and validates new and beta releases of traffic system software to ensure compatibility and compliance before system integration
- Has conducted numerous sales presentations and trained hundreds of customers on multiple proprietary system software platforms

PROFESSIONAL EXPERIENCE

- Managed sales and engineering services throughout the western United States to provide support for innovative transportation products including systems software, communications products, controllers, cabinets, UPS systems, dynamic message signs and beacon warning systems
- Perform in a technical advisor role for design, installation and commissioning of traffic signal Communications devices over copper wire, fiberoptics or wireless networks



Agenda Sheet for City Council Meeting of:

03/27/2023

<u>Date Rec'd</u>	3/1/2023
<u>Clerk's File #</u>	OPR 2021-0792
<u>Renews #</u>	

<u>Submitting Dept</u>	PLANNING & ECONOMIC DEVELOPMENT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	COLIN QUINN- 6804 HURST; TYLER KIMBRELL	<u>Project #</u>	
<u>Contact E-Mail</u>	CQUINNHURST@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0650-CONTRACT AMENDMENT: CENTER & CORRIDOR UPDATE STUDY		

Agenda Wording

Amended contract between the City and Makers Architecture to evaluate the Center and Corridor policies in the City's Comprehensive Plan and development code regulations.

Summary (Background)

This project will evaluate the City's Centers & Corridors growth strategy and recommend changes and updates to the policy approach, map of locations and associated regulations addressing the City's Development Code and associated design guidelines. Resulting recommendations will inform the 2024-2026 Comprehensive Plan Update process as well as regulatory changes in the City's Development Code.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ 124,985		# 0650-30210-58620-54201-99999
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BLACK, TIRRELL	<u>Study Session\Other</u>	PIES Committee 11/22/21, City Council Legislative Meeting 12/6/21, PIES Committee 2/27/23
<u>Division Director</u>	MACDONALD, STEVEN	<u>Council Sponsor</u>	Lori Kinnear
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	tkimbrell@spokanecity.org	
<u>For the Mayor</u>	PERKINS, JOHNNIE	tblack@spokanecity.org	

Additional Approvals	bbengford@spokanecity.org
Purchasing	sgardner@spokanecity.org
	smaconnald@spokanecity.org
	jchurchill@spokanecity.org
	cquinnhurst@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Comm & Econ Division, Planning & Economic Development Dept.
Contact Name	Colin Quinn-Hurst
Contact Email & Phone	cquinnhurst@spokanecity.org , 509-625-6804
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Consultant Contract for Center & Corridor Update Study
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> This contract between the City and Makers Architecture is to evaluate the Center and Corridor comprehensive plan policies and development code and to recommend policy and code updates. “Centers & Corridors” on the City’s Land Use Plan Map indicate areas where growth in residential and commercial development should be focused, with an emphasis upon creating walkable and transit-rich areas. Outcomes include recommendations for Comprehensive Plan policy changes and near-term code changes to be implemented at the study’s conclusion. This study will look at areas adjacent to centers and consider transition standards from “Core” zones into adjacent lower intensity zones. This project integrates Transit Oriented Development (TOD) recommendations from recent and concurrent studies.
Proposed Council Action	Contract approval
Fiscal Impact Total Cost: <u>\$125,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Planning Department consultant fund Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <ul style="list-style-type: none"> The recommendations of this study aim to improve access to destinations, goods, services, shopping, and resources for residents of the city which include in historically underserved neighborhoods. By increasing the capacity to mix uses and provide housing in concert with commercial developments along high-frequency transit lines, along with the prioritization of multi-modal facilities. As a result, the proposals of this project will improve the potential for developing walkable, bikeable, and affordable communities. This type of development reduces the financial burden of transportation costs for over-burdened residents. The land use considerations evaluated by this study lay the groundwork for shifting policy toward supporting a range of housing and commercial investments that would be more immediately accessible and available to nearby residents. 	

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 study identifies existing demographics and land-use characteristics within the neighborhoods designated as Centers and Corridors, focusing on measures of Social Vulnerability as provided by the Centers for Disease Control. The study will identify gaps in desired mixed-use, transit-oriented and accessible land uses and infrastructure.

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

- Subsequent planning efforts, transportation investments and policy changes will be measured against the baseline conditions identified in this study to assess the results of code and policy changes. Future planning and infrastructure projects will continue seeking public input to assess the impacts of code, policy, development, land use and infrastructure changes associated with this study.

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 proposal is aligned with many City policies embedded within the City's Comprehensive Plan:

[Chapter 3, Land Use:](#)

- LU 2: Public Realm Enhancement
- LU 3: Efficient Land Use
- LU 4: Transportation
 - LU 4.6: Transit-Supported Development

[Chapter 4, Transportation:](#)

- TR 2: Transportation Supporting Land Use
- TR 5: Active Transportation
- TR 6: Commercial Center Access
- TR 7: Neighborhood Access
- TR 9: Promote Economic Opportunity

[Chapter 7, Economic Development:](#)

- ED 2: Land Available for Economic Activities
- ED 3: Strong, Diverse, and Sustainable Economy

This project is also aligned with previous and ongoing studies and plans conducted by the City and the STA to assess the potential for transit-supportive land use and infrastructure investments. These studies include the South Logan Transit-Oriented Development Plan(ongoing), the TOD Framework Study (2022), Connect Spokane: A Comprehensive Plan for Public Transportation, the Central City Line Strategic Overlay Plan (2016), Economic and Land Use Impacts of the Central City Line (2014), and supportive neighborhood planning efforts such as the West Central Neighborhood Action Plan, Emerson Garfield Neighborhood Action Plan, and Logan Neighborhood Subarea Plan, and South Hill Coalition Connectivity and Livability Strategic Plan.



City of Spokane
CONTRACT AMENDMENT/EXTENSION
**Title: CENTER AND CORRIDOR
DEVELOPMENT CODE AND DESIGN
GUIDELINES UPDATE STUDY**

This Contract Amendment/Extension is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **MAKERS ARCHITECTURE AND URBAN DESIGN**, whose address is 500 Union Street, Suite 700, Seattle, Washington 98101, as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Company agreed to conduct the Center and Corridor Development Code and Design Guidelines Update Study; 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 December 9, 2021, 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. EXTENSION.

This Contract Amendment/Extension shall run through December 31, 2024.

3. AMENDMENT.

The Scope of Work in the original Contract is amended in accordance with Center and Corridor Design Guideline and Code Update Study, attached as Exhibit B hereto.

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 Amendment/Extension by having legally-binding representatives affix their signatures below.

**MAKERS ARCHITECTURE AND
URBAN DESIGN**

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 of Debarment
Exhibit B – Amended Scope of Work and Fee Schedule

22-228

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 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

Exhibit B: Scope of Work and Fee Schedule

Center and Corridor Design Guideline and Code Update Study

A consultant team led by MAKERS architecture and urban design, LLP (“Consultant”) will assist the City in developing recommended actions for updating Center & Corridor Comprehensive Plan policies, Design Guidelines, and Development Code to support high-density Transit-Oriented Development (TOD). This project will select 3-4 focus areas as test case scenarios for applying development code, comprehensive plan, and design guideline recommendations.

Objectives:

1. Review the land use plan map to ensure Centers & Corridors designations have potential to develop as areas of high-density mixed-use development supported by frequent public transit and accessible active transportation opportunities. This may include recommendations for removing or changing Center & Corridor land use designation.
2. Provide a Center & Corridor development code, comprehensive plan, and design guideline review and summarize recommendations that support high-density TOD and transition zones in Centers & Corridors.
3. Review and recommend Center & Corridor types and land use designations. Provide criteria for designating each type of Center & Corridor. This will include clarifying the distinctions between a “Center” designation and a “Corridor” designation.
4. Build off previous and ongoing planning efforts including Building Opportunity in Housing (BOH), the TOD Framework Study, and the South Logan TOD Implementation Plan.
5. Model build-out scenarios for 3-4 focus areas utilizing the recommended Comprehensive Plan, Development Code and Design Guideline revisions for Centers and Corridors.

Assumptions:

All meetings will be conducted remotely, except for the site tour and meeting in Task 3.

Task 1 - Develop Scope of Services:

The Consultant will:

- Conduct a remote internal project kickoff meeting with City staff to develop and detail project objectives, timelines, protocols, and product deliverables.
- Consultant products:
 - A memo with a summary of the discussion
 - A detailed final scope of services document
 - A timeline of anticipated milestones

Task 2 - Communication and Public Outreach Plan:

The Consultant will:

- Develop a communication and public outreach plan with the goal of informing key stakeholders and community groups. The plan will be a living document that is updated throughout the duration of the project.
- The plan will detail strategies tailored to each stakeholder/community group, with touchpoints at key stages of the project.
- The Consultant will revisit our outreach plan throughout the process to confirm the outreach is on track and adjust as needed to ensure project buy-in from the community and stakeholders.

CONSUMER DISCLOSURE

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SHI International Corp OBO City of Spokane

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI International Corp OBO City of Spokane

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.

- The Consultant will remotely attend public meetings as described in the Tasks below as part of the outreach effort for the public meetings and will prepare a project concept illustration for the city project website.
- Consultant products:
 - Memo, in Word and PDF format, detailing the strategies and timeline for engaging stakeholders and technical agency partners throughout the study process.
 - Presentation documents, in PowerPoint or PDF format, for applicable public meetings.

Task 3 - Initial Review and Analysis:

The Consultant will:

- Assess the Spokane Municipal Code (Unified Development Code), the City of Spokane Comprehensive Plan, Center & Corridor Design Guidelines and other applicable existing studies, plans, and applicable regulations, with a particular focus on sections of each document related to Center & Corridor zones and land use designations.
- As a part of this assessment, consultant team members will meet on-site to conduct a tour of relevant Centers and Corridors and discuss issues and scope of work implications. The budget assumes two person visits from Makers, one in-person visit from Leland, and SCJ participating locally (no plane travel necessary).
- Consultant product:
 - Memo summarizing how current Comprehensive Plan, Development Code, and Design Guidelines have affected the development patterns within Centers & Corridors and which Centers & Corridors land use plan map designations are making substantial progress towards the envisioned outcomes according to current comprehensive plan policies. Furthermore, how current regulations have affected the viability of high-density TOD.

Task 4 - Concept Development – Regulatory Recommendations:

The Consultant will:

- Carry out additional data collection and analysis as necessary to inform Development Code, Comprehensive Plan, and Center & Corridor Design Guideline recommendations that support high-density TOD within Center & Corridor areas.
- Develop a methodology for analyzing the suitability of certain areas to support high-density Center & Corridor zoning.
- Prepare draft market analysis and development feasibility report. Initiate investigation into what types of developments could be feasible in current market conditions within existing Centers & Corridors. This task may include up to four remote stakeholder interviews (developer type individuals or groups), provided City staff handles the scheduling in consultation with Leland.
- Using the analysis above, identify criteria to define each type of Center & Corridor, including potentially providing a distinction between “Centers” and “Corridors.”
- Prepare initial draft of policy concepts and regulatory changes recommendations. Anti-displacement recommendations should be included as part of the draft recommendations.
- Participate in three to five public presentations to the Spokane Plan Commission and Spokane City Council to provide information and updates relating to this project.
- Consultant product:
 - Presentation document, in PowerPoint or PDF format, detailing how conclusions from initial review and analysis informed the development of initial concepts for the Comprehensive Plan, Design Guideline, and Development Code recommendations. Identify short-term recommendations for immediate implementation and longer-term recommendations. Draft market analysis and

development feasibility report identifying what building typologies could be feasible in current market conditions within Centers & Corridors.

Task 5 - Drafting and Refining Focus Area Concepts:

The Consultant will:

- Complete draft Comprehensive Plan, Design Guideline, and Development Code recommendations, incorporating anti-displacement recommendations.
- Apply recommendations to 3-4 selected focus areas representing different “Center” or “Corridor” types. Develop massing models for select focus areas.
- Refine market analysis and development feasibility memo, including analysis of recommended changes.
- Consultant product:
 - Draft and final Development Code recommendations, including short-term recommendations for immediate implementation and long-term recommendations for future implementation
 - Draft and final Comprehensive Plan recommendations
 - Draft and final Design Guidelines recommendations
 - Draft and final market analysis and development feasibility memo for up to three representative center and corridor prototypes
 - A presentation, in PowerPoint or PDF format highlighting key aspects of the draft documents and illustrations highlighting the development typologies that could be developed in each “Center” or “Corridor” type through implementation of the recommendations.

Task 6 - Final Public Review Process:

The Consultant will:

- Partner in a virtual public meeting and a virtual final presentation to the City Plan Commission of the initial draft.
- Carry out up to two rounds of revisions on all previous deliverables based on public engagement and Plan Commission/ Council feedback. The Consultant will be responsible for consolidating them into a series of action items for revisions or responses.
- Consultant products:
 - Presentation document, in PowerPoint or PDF format, for delivery of public meeting and Plan Commission presentation.
 - Draft and final report, in Word and PDF format. Combine all deliverables into a packaged report with executive summary and any relevant appendices.

Fee Schedule

		MAKERS		SCJ	Leland	
		Partner	Planning Support	Urban Design Support	Market Analysis	
<i>Team member role</i>						
<i>Billing rate (blended)</i>		\$220	\$130	\$200	\$200	Amount
Task		Hours				
1	Develop Scope of Services:	4	4	2	2	\$ 2,200
2	Communication and Public Outreach Plan (memo only)	4	10			\$ 2,180
3	Initial Review and Analysis	36		30	30	\$ 27,720
4	Concept Development - Regulatory Recommendations	60	96	22	110	\$ 52,080
5	Drafting and Refining Focus Area Concepts	36	82	10	34	\$ 27,380
6	Final Public Review Process	28	38			\$ 11,100
Travel Expenses						\$2,325.00
TOTAL		168	290	64	176	\$ 124,985



Agenda Sheet for City Council Meeting of:

03/27/2023

<u>Date Rec'd</u>	2/28/2023
<u>Clerk's File #</u>	OPR 2023-0314
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	WA STATE# 05819
<u>Requisition #</u>	CR# 24682

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY SERVICES
<u>Contact Name/Phone</u>	MICHAEL SLOON 625-6468
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5300 COMPUNET - CISCO FLEX COLLABORATION 3.0

Agenda Wording
 Contract with Compunet for Cisco Flex Subscription. Contract term 04/03/2023-02/02/2027, cost of \$96,075.00 annually for the next 3 years & \$80,062.50 for the final year. Utilizing WA State Contract# 05819(NASPO AR3227) via interlocal agreement.

Summary (Background)
 Contract with Compunet for Collaboration Flex Plan 3.0 licensing of the Cisco Phone system and its sub-components, including Calling, Voicemail, e-911 system, and soft-phones. This is year 2 of our 5-year Cisco Agreement. Previously OPR 2022-0061 approved by Council on 1/18/22. New contract switching reseller to Compunet. Contract term 4/3/2023 through 2/2/2027, cost of \$96,075.00 annually for next 3 years and \$80,062.50 for final year plus sales tax. Our 2022 contract cost was \$137,221.58.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ \$96,075.00 + sales tax (2023)	# 5300-73200-18850-54820
Expense	\$ \$96,075.00 + sales tax (2024)	# 5300-73200-18850-54820
Expense	\$ \$96,075.00 + sales tax (2025)	# 5300-73200-18850-54820
Expense	\$ \$80,062.50 + sales tax (2026)	# 5300-73200-18850-54820

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session\Other</u>	PIES Committee 2/27/2023
<u>Division Director</u>	SLOON, MICHAEL	<u>Council Sponsor</u>	CM Bingle; CM Cathcart
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	PERKINS, JOHNNIE	Contract Accounting - ddaniels@spokanecity.org	
<u>Additional Approvals</u>		Legal - mharrington@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Compunet - dcasey@compunet.biz	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability (PIES) Committee

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 2/27/2023
Agenda Item Name	Cisco Collaboration Flex 3.0 Phone System Licensing Renewal
Summary (Background)	Contract with Compunet for Collaboration Flex Plan 3.0 licensing of the Cisco Phone system and its sub-components. Including Calling, Voicemail, e-911 system, and soft-phones. This is year 2 of our 5-year Cisco Agreement. Previously OPR 2022-0061 approved by Council on 1/18/22. New contract switching reseller to Compunet. Contract term 3/3/2023 through 2/2/2027, cost of \$96,075.00 annually for next 3 years and \$88,068.75 for final year plus sales tax. Our 2022 contract cost was \$137,221.58. Utilizing WA State Contract# 05819(NASPO AR3227) via interlocal agreement.
Proposed Council Action & Date:	Pass/Approval from Council on March 13, 2023
<p>Fiscal Impact: \$96,075.00 plus sales tax Total Cost: \$96,075.00 first 3 years and \$88,068.75 Year 4 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</p> <p>Specify funding source: 5300-73200-18850-54820</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts:</p>	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Not applicable – annual software Licensing	
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? Not applicable – annual software Licensing	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Not applicable – annual software Licensing	
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? Not applicable – annual software Licensing	



City of Spokane

CONTRACT

Title: **CISCO COLLABORATION FLEX PLAN 3.0**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **COMPUNET, INC.**, whose address is 505 South Florence Street, Grangeville, Idaho 83530, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE**. The Company will provide Cisco Collaboration Flex Plan 3.0 Licensing of the Cisco Phone system and its sub-components, in accordance with Company's Quote No. JJW206272, attached as Exhibit B. Company has been selected through Washington State Contract No. 05819 NASPO AR3227. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS**. The Contract shall begin April 3, 2023, and run through February 2, 2027, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION**. Total compensation under this Contract shall not exceed **THREE HUNDRED SIXTY-EIGHT THOUSAND TWO HUNDRED EIGHTY-SEVEN AND 50/100 DOLLARS (\$368,287.50)**, plus tax, payable annually as set out in Exhibit B, for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT**. The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS**. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS**. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

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

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

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the

concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. DEBARMENT AND SUSPENSION. The 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.

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

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

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

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

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

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is

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

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

COMPUNET, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding Debarment
Exhibit B - Company's Quote No. JJW206272

23-043

**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 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

Cisco Flex Subscription (4/3/2023 - 2/2/2027)

Contract Information

WA, NASPO, AR3227 #05819

Quote Information:

Quote #: JJW206272

Version: 2

Quote Date: 03/16/2023

Expiration Date: 03/29/2023

Prepared for:

City of Spokane

Michael Sloon

(509) 625-6468

msloon@spokanecity.org

Bill To:

City of Spokane

IT Admin

808 W Spokane Falls Blvd

Spokane, WA 99201-3301

itadmin@spokanecity.org

Ship To:

City of Spokane

Michael Sloon

808 W Spokane Falls Blvd

Spokane, WA 99201-3301

Year 1 Invoice

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
A-FLEX-3	Collaboration Flex Plan 3.0 Requested Start Date : 03-Apr-2023 Requested For : 47.00 Months From 03-Apr-2023 to 02-Feb -2027 Automatically Renews For : 12.0 Months On 03-Feb-2027 Billing Frequency : Annual Billing	1	\$0.00	\$0.00	\$0.00
A-FLEX-EAPL	EntW On-Premises Calling	1525	\$90.00	\$63.00	\$96,075.00
A-FLEX-CCUCS-EA	Cloud Connected UC EA Standard ENT	1830	\$0.00	\$0.00	\$0.00
A-FLEX-FILESTG-ENT	File Storage Entitlement	36600	\$0.00	\$0.00	\$0.00
A-FLEX-EXP-PAK	Expressway Product Authorization Key -1	1	\$0.00	\$0.00	\$0.00
A-FLEX-MSG-ENT	Messaging Entitlement	1830	\$0.00	\$0.00	\$0.00
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	1	\$0.00	\$0.00	\$0.00
A-FLEX-JABBER-ADD	Flex Cisco Jabber -1	1525	\$0.00	\$0.00	\$0.00
A-FLEX-SRST-E	SRST Endpoints -1	3050	\$0.00	\$0.00	\$0.00
A-FLEX-EXP-RMS	Expressway Rich Media Session -1	305	\$0.00	\$0.00	\$0.00
A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	1830	\$0.00	\$0.00	\$0.00
A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	1830	\$0.00	\$0.00	\$0.00
A-FLEX-P-CA	Common Area Smart License -1	763	\$0.00	\$0.00	\$0.00

Year 1 Invoice

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
A-FLEX-SME-S	Session Manager -1	1	\$0.00	\$0.00	\$0.00
A-FLEX-P-ER	Emergency Responder Smart License -1	4575	\$0.00	\$0.00	\$0.00
A-FLEX-P-EA	On-Premises Smart License - EA -1	1830	\$0.00	\$0.00	\$0.00
A-FLEX-P-ACC	Access Smart License -1	305	\$0.00	\$0.00	\$0.00
A-FLEX-P-UCXN	Unity Connection Smart License -1	1830	\$0.00	\$0.00	\$0.00
A-FLEX-SW-14-K9	On-Premises SW Bundle v14 -1	1	\$0.00	\$0.00	\$0.00
Subtotal:					\$96,075.00

Year 2 Invoice

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
A-FLEX-3	Collaboration Flex Plan 3.0 Requested Start Date : 03-Apr-2023 Requested For : 47.00 Months From 03-Mar-2023 to 02- Feb-2027 Automatically Renews For : 12.0 Months On 03-Feb-2027 Billing Frequency : Annual Billing	1	\$0.00	\$0.00	\$0.00
A-FLEX-EAPL	EntW On-Premises Calling	1525	\$90.00	\$63.00	\$96,075.00
A-FLEX-CCUCS-EA	Cloud Connected UC EA Standard ENT	1830	\$0.00	\$0.00	\$0.00
A-FLEX-FILESTG-ENT	File Storage Entitlement	36600	\$0.00	\$0.00	\$0.00
A-FLEX-EXP-PAK	Expressway Product Authorization Key -1	1	\$0.00	\$0.00	\$0.00
A-FLEX-MSG-ENT	Messaging Entitlement	1830	\$0.00	\$0.00	\$0.00
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	1	\$0.00	\$0.00	\$0.00
A-FLEX-JABBER-ADD	Flex Cisco Jabber -1	1525	\$0.00	\$0.00	\$0.00
A-FLEX-SRST-E	SRST Endpoints -1	3050	\$0.00	\$0.00	\$0.00
A-FLEX-EXP-RMS	Expressway Rich Media Session -1	305	\$0.00	\$0.00	\$0.00

Year 2 Invoice

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	1830	\$0.00	\$0.00	\$0.00
A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	1830	\$0.00	\$0.00	\$0.00
A-FLEX-P-CA	Common Area Smart License -1	763	\$0.00	\$0.00	\$0.00
A-FLEX-SME-S	Session Manager -1	1	\$0.00	\$0.00	\$0.00
A-FLEX-P-ER	Emergency Responder Smart License -1	4575	\$0.00	\$0.00	\$0.00
A-FLEX-P-EA	On-Premises Smart License - EA -1	1830	\$0.00	\$0.00	\$0.00
A-FLEX-P-ACC	Access Smart License -1	305	\$0.00	\$0.00	\$0.00
A-FLEX-P-UCXN	Unity Connection Smart License -1	1830	\$0.00	\$0.00	\$0.00
A-FLEX-SW-14-K9	On-Premises SW Bundle v14 -1	1	\$0.00	\$0.00	\$0.00
Subtotal:					\$96,075.00

Year 3 Invoice

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
A-FLEX-3	Collaboration Flex Plan 3.0 Requested Start Date : 03-Apr-2023 Requested For : 47.00 Months From 03-Mar-2023 to 02- Feb-2027 Automatically Renews For : 12.0 Months On 03-Feb-2027 Billing Frequency : Annual Billing	1	\$0.00	\$0.00	\$0.00
A-FLEX-EAPL	EntW On-Premises Calling	1525	\$90.00	\$63.00	\$96,075.00
A-FLEX-CCUCS-EA	Cloud Connected UC EA Standard ENT	1830	\$0.00	\$0.00	\$0.00
A-FLEX-FILESTG-ENT	File Storage Entitlement	36600	\$0.00	\$0.00	\$0.00
A-FLEX-EXP-PAK	Expressway Product Authorization Key -1	1	\$0.00	\$0.00	\$0.00
A-FLEX-MSG-ENT	Messaging Entitlement	1830	\$0.00	\$0.00	\$0.00
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	1	\$0.00	\$0.00	\$0.00

Year 3 Invoice

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
A-FLEX-JABBER-ADD	Flex Cisco Jabber -1	1525	\$0.00	\$0.00	\$0.00
A-FLEX-SRST-E	SRST Endpoints -1	3050	\$0.00	\$0.00	\$0.00
A-FLEX-EXP-RMS	Expressway Rich Media Session -1	305	\$0.00	\$0.00	\$0.00
A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	1830	\$0.00	\$0.00	\$0.00
A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	1830	\$0.00	\$0.00	\$0.00
A-FLEX-P-CA	Common Area Smart License -1	763	\$0.00	\$0.00	\$0.00
A-FLEX-SME-S	Session Manager -1	1	\$0.00	\$0.00	\$0.00
A-FLEX-P-ER	Emergency Responder Smart License -1	4575	\$0.00	\$0.00	\$0.00
A-FLEX-P-EA	On-Premises Smart License - EA -1	1830	\$0.00	\$0.00	\$0.00
A-FLEX-P-ACC	Access Smart License -1	305	\$0.00	\$0.00	\$0.00
A-FLEX-P-UCXN	Unity Connection Smart License -1	1830	\$0.00	\$0.00	\$0.00
A-FLEX-SW-14-K9	On-Premises SW Bundle v14 -1	1	\$0.00	\$0.00	\$0.00
				Subtotal:	\$96,075.00

Year 4 Invoice

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
A-FLEX-3	Collaboration Flex Plan 3.0 Requested Start Date : 03-Apr-2023 Requested For : 47.00 Months From 03-Mar-2023 to 02- Feb-2027 Automatically Renews For : 12.0 Months On 03-Feb-2027 Billing Frequency : Annual Billing	1	\$0.00	\$0.00	\$0.00
A-FLEX-EAPL	EntW On-Premises Calling	1525	\$75.00	\$52.50	\$80,062.50
A-FLEX-CCUCS-EA	Cloud Connected UC EA Standard ENT	1830	\$0.00	\$0.00	\$0.00
A-FLEX-FILESTG-ENT	File Storage Entitlement	36600	\$0.00	\$0.00	\$0.00

Year 4 Invoice

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
A-FLEX-EXP-PAK	Expressway Product Authorization Key -1	1	\$0.00	\$0.00	\$0.00
A-FLEX-MSG-ENT	Messaging Entitlement	1830	\$0.00	\$0.00	\$0.00
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	1	\$0.00	\$0.00	\$0.00
A-FLEX-JABBER-ADD	Flex Cisco Jabber -1	1525	\$0.00	\$0.00	\$0.00
A-FLEX-SRST-E	SRST Endpoints -1	3050	\$0.00	\$0.00	\$0.00
A-FLEX-EXP-RMS	Expressway Rich Media Session -1	305	\$0.00	\$0.00	\$0.00
A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	1830	\$0.00	\$0.00	\$0.00
A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	1830	\$0.00	\$0.00	\$0.00
A-FLEX-P-CA	Common Area Smart License -1	763	\$0.00	\$0.00	\$0.00
A-FLEX-SME-S	Session Manager -1	1	\$0.00	\$0.00	\$0.00
A-FLEX-P-ER	Emergency Responder Smart License -1	4575	\$0.00	\$0.00	\$0.00
A-FLEX-P-EA	On-Premises Smart License - EA -1	1830	\$0.00	\$0.00	\$0.00
A-FLEX-P-ACC	Access Smart License -1	305	\$0.00	\$0.00	\$0.00
A-FLEX-P-UCXN	Unity Connection Smart License -1	1830	\$0.00	\$0.00	\$0.00
A-FLEX-SW-14-K9	On-Premises SW Bundle v14 -1	1	\$0.00	\$0.00	\$0.00
Subtotal:					\$80,062.50

Shipping

Product Description	Quantity	Price	Ext. Price
Ground Shipping To Be Determined, Billed As Actual	1	\$0.00	\$0.00

Quote Summary

Description	Amount
Year 1 Invoice	\$96,075.00

Quote Summary

Description	Amount
Year 2 Invoice	\$96,075.00
Year 3 Invoice	\$96,075.00
Year 4 Invoice	\$80,062.50
Total:	\$368,287.50

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel any order arising from pricing or other errors. If Customer is purchasing a subscription-based product, Customer agrees to pay all charges for the complete term of the subscription. By signing below or issuing a Purchase Order, Customer agrees to CompuNet's standard terms and conditions, which can be reviewed [here](#), provided, that if Customer and CompuNet are parties to a currently effective Master Product Purchase and Services Agreement (MSA), the terms and conditions of such MSA shall control and shall supersede these standard terms and conditions. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. This Quote becomes binding and noncancelable upon Customer's return to CompuNet of acceptance. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Executive.

City of Spokane

Signature: _____

Name: _____

Title: _____

Date: _____

PO Number: _____



License Information:

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

Entity name: COMPUNET, INC.

Business name: COMPUNET, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-742-439

Business ID: 001

Location ID: 0001

Location: Active

Location address: 505 S FLORENCE ST
GRANGEVILLE ID 83530-2324

Mailing address: 1111 S SILVERSTONE WAY
STE 200
MERIDIAN ID 83642-7381

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Bremerton General Business - Non-Resident	33570			Active	Mar-31-2023	Aug-01-2019
Chehalis General Business - Non-Resident	14-5298			Active	Mar-31-2023	Sep-11-2014



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Clarkston General Business - Non-Resident				Active	Mar-31-2023	Oct-02-2020
Grandview General Business - Non-Resident				Active	Mar-31-2023	Jan-08-2021
Kennewick General Business - Non-Resident				Active	Mar-31-2023	Oct-01-2020
Liberty Lake General Business - Non-Resident				Active	Mar-31-2023	Jan-29-2021
Moses Lake General Business - Non-Resident	BUS2020-0645			Active	Mar-31-2023	Sep-28-2020
Pasco General Business - Non-Resident	36914			Active	Mar-31-2023	Oct-13-2020
Richland General Business - Non-Resident				Active	Mar-31-2023	Sep-30-2020
Spokane General Business - Non-Resident				Active	Mar-31-2023	Jan-08-2021
Sumner General Business - Non-Resident				Active	Mar-31-2023	Feb-01-2021
Vancouver General Business - Non-Resident				Active	Mar-31-2023	Sep-28-2020
Walla Walla General Business - Non-Resident				Active	Mar-31-2023	Oct-10-2020
Wenatchee General Business - Non-Resident				Active	Mar-31-2023	Sep-28-2020

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

Governing people	Title
ENGSTROM, BROOKS	
MCFARLIN, TOM	



Governing people

Title

SCHOO, DAWN

SCHOO, NOLAN B.

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/3/2022 8:23:52 AM

Contact us

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Agenda Sheet for City Council Meeting of:

03/27/2023

<u>Date Rec'd</u>	3/6/2023
<u>Clerk's File #</u>	OPR 2020-0732
<u>Renews #</u>	

<u>Submitting Dept</u>	FIRE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BRANDON CHILDS X7071	<u>Project #</u>	
<u>Contact E-Mail</u>	BCHILDS@SPOKANECITY.ORG	<u>Bid #</u>	SOFTWARE RENEWAL
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	1970 - INTTERRA COVID SOFTWARE RENEWAL		

Agenda Wording

One year contract renewal with Intterra, Inc. for COVID planning software. Total cost is \$67,124.38, including sales tax

Summary (Background)

Our EMS providers and fire crews need the most recent and revealing information available at their fingertips before they arrive. Currently, the information is silo'ed and in different areas. Intterra amalgamates the information onto a standard platform that integrates with current programs within the City, County, Public Health and Federal/National Programs.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ \$67,124.38	# 5903-79125-22200-54820-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session\Other</u>	Public Safety - 3/6
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Council Sponsor</u>	CP Beggs & CM Kinnear
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	fireaccounting@spokanecity.org	
<u>For the Mayor</u>	PERKINS, JOHNNIE	kschmitt@spokanecity.org	
<u>Additional Approvals</u>		Molly Hausmann (molly.hausmann@intterragroup.com)	
<u>Purchasing</u>	NECHANICKY, JASON	bchilds@spokanecity.org	

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Fire
Contact Name	Tom Williams
Contact Email & Phone	tmwilliams@spokanecity.org 625-7002
Council Sponsor(s)	CP Beggs & CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Intterra software renewal
Summary (Background)	<p>Knowledge is power. Our EMS providers and fire crews need the most recent and revealing information available at their fingertips- before they arrive. Currently, the information is silo'ed and in different areas. Intterra amalgamates the information onto a standard platform that integrates with current programs within the City, County, Public Health and Federal/National Programs. Without this "heads-up" and planning tool, our field personnel run a higher risk of exposure and infection that can impact families, employees and other patients.</p> <p>Estimated renewal costs are \$67,124.38, including sales tax.</p> <p>This software puts COVID pre-planning data in the field for planning for COVID response, and provider awareness of recent COVID positive cases at facilities they may visit, reducing potential line exposure and overtime.</p> <p>Intterra's unique COVID tools provide real time situational awareness for responders and command staff for all risks during pandemic response, from managing road closures and access barriers to mutual aid and response time planning. This tool can be used for all risk hazards/incidents outside of COVID as well.</p>
Proposed Council Action	
Fiscal Impact	<p>Total Cost: <u>\$67,124.38</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</p> <p>Specify funding source: Fire/EMS budget</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	
	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
FIRE DEPARTMENT

CONTRACT RENEWAL

**Title: COVID DEPLOYMENT SOFTWARE
AND IMPLEMENTATION**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as (“City”), a Washington municipal corporation, and **INTTERRA, INC.**, whose address is 3740 Dacoro Lane, Suite 200, Castle Roc, Colorado 80109 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 COVID Deployment Software and Implementation; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal Document.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated October 5, 2020, 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 January 1, 2023 and shall run through December 31, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SIXTY ONE THOUSAND FIVE HUNDRED EIGHTY-TWO AND NO/100 DOLLARS (\$61,582.00)**, plus applicable tax, in accordance with Company’s Invoice No. 1108, attached as Attachment B, 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.

INTTERRA, INC.

CITY OF SPOKANE FIRE DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Attachment A – Certification Regarding Debarment
- Attachment B - Company’s Quote No. 1108

23-025

**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 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)

ATTACHMENT B



Intterra, LLC
3740 Dacoro Lane, Suite 200
Castle Rock, CO 80109 US
+1 7203766813
accounting@intterragroup.com
www.intterragroup.com

Invoice 1108

BILL TO
City of Spokane
Fire Department
44 W. Riverside Ave.
Spokane, WA 99201

SHIP TO
City of Spokane
Fire Department
44 W. Riverside Ave.
Spokane, WA 99201

DATE 11/16/2022	PLEASE PAY \$67,124.38	DUE DATE 12/16/2022
---------------------------	----------------------------------	-------------------------------

ACCOUNT EXECUTIVE
NA

DESCRIPTION	QTY	RATE	AMOUNT
Term: January 1, 2023-December 31, 2023			
Operations	1	23,100.00	23,100.00T
Incident Management	1	21,000.00	21,000.00T
PrePlans	1	15,750.00	15,750.00T
Reporting & Analytics	1	18,900.00	18,900.00T
Discount	1	-17,168.00	-17,168.00T

Intterra is transitioning to ACH payment processing. Please provide your ACH processes or forms to be completed.

SUBTOTAL	61,582.00
TAX	5,542.38
TOTAL	67,124.38

DIRECT ALL INQUIRIES TO:
accounting@intterragroup.com

TOTAL DUE **\$67,124.38**

THANK YOU.

ACH Instructions:
Beneficiary Name: Intterra, LLC
Beneficiary Address: 3740 Dacoro Lane, Suite 200, Castle Rock, CO 80109

Bank Name: Independent Financial
Bank Address: 501 Wilcox St., Castle Rock, CO, 80104

ABA: 111916326
SWIFT/BIC: IDEPUS33
Account #: 3041550



< Business Lookup

License Information:

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

Entity name:	INTTERRA
Business name:	INTTERRA
Entity type:	Limited Liability Company
UBI #:	604-813-155
Business ID:	001
Location ID:	0001
Location:	Active
Location address:	3740 DACORO LN STE 200 CASTLE ROCK CO 80109-2504
Mailing address:	3740 DACORO LN STE 200 CASTLE ROCK CO 80109-2504

Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Sep-30-2023	Nov-16-2021

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

Governing people	Title
NEO GROUP HOLDINGS LLC	Member

The Business Lookup information is updated nightly. Search date and time:
12/13/2022 11:33:22 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/1/2022

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

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

PRODUCER MERTENS INSURANCE AGENCY 715 Zion St Nevada City, CA 95959	CONTACT NAME: SAMANTHA KIRK	FAX (A/C, No): (530) 265-0530
	PHONE (A/C, No, Ext): (530) 265-0621	E-MAIL ADDRESS: SAMANTHA@MERTENSINSURANCE.COM
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A: LLOYDS OF LONDON		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
INTTERRA
3740 DACORO LN 200
CASTLE ROCK , CO 80109

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			ESL0839481576	07/01/22	07/01/23	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			ESL0839481576	07/01/22	07/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HIRED/NON-OWN LIMIT \$ 2,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$ DED RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY			ESL0839481576	07/01/22	07/01/23	\$2,000,000/2,000,000 DEDUCTIBLE : \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ADDITIONAL INSURED IN FAVOR OF: CITY OF SPOKANE, ACCOUNTING SERVICES

WILL MAIL 30 DAY NOTICE OF CANCELLATION

CERTIFICATE HOLDER CITY OF SPOKANE, ACCOUNTING SERVICES 808 W. SPOKANE FALLS BLVD., STE 400 SPOKANE, WA 99201-330	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

- a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b. any action taken in controlling, preventing, suppressing or in any way relating to a. above.

69. Website content accessibility

arising directly or indirectly out of the actual or alleged violation of any laws, regulations or guidelines relating to the accessibility of **your** website content or any website content **you** have created for any **third party**.

70. Willful or dishonest acts of senior executive officers

arising directly or indirectly out of any willful, criminal, malicious or dishonest act, error or omission by a **senior executive officer** as determined by final adjudication, arbitral tribunal or written admission.

CONDITIONS

1. What you must do in the event of a claim or cyber incident

If any **senior executive officer** becomes aware of any incident which may reasonably be expected to give rise to a claim under this Policy **you** must:

- a. notify the **claims managers** as soon as is reasonably practicable (in respect of cyber incidents, a telephone call to **our cyber incident response hotline** will constitute notification). However, in respect of **INSURING CLAUSES 1 and 6 (SECTION G only)**, this notification must be made no later than the end of any applicable extended reporting period;
- b. in respect of **INSURING CLAUSE 4**, report the theft or incident as soon as is reasonably practicable to the appropriate law enforcement authorities and provide **us** with a copy of this report on **our** request; and
- c. not admit liability for or settle or make or promise any payment or incur any **costs and expenses** without **our** prior written agreement (which will not be unreasonably withheld).

In respect of **INSURING CLAUSES 1 and 6 (SECTION G only)**, if **you** notify an incident that **we** agree is reasonably expected to give rise to a **claim**, **we** will accept any **claim** that arises out of the incident as being notified under this Policy.

We require **you** to provide full details of the incident, including but not limited to:

- a. the time, place and nature of the incident;
- b. the manner in which **you** first became aware of this incident;

- c. the reasons why **you** believe that this incident could give rise to a claim under this Policy;
- d. the identity of the potential claimant; and
- e. an indication as to the size of the claim that could result from this incident.

In respect of **INSURING CLAUSES 2, 3, 4 and 5**, if **you** discover a **cyber event** **you** may only incur costs without **our** prior written consent within the first 72 hours following the discovery and any **third party** costs incurred must be with a company forming part of the **approved claims panel providers**. All other costs may only be incurred with the prior written consent of the **claims managers** (which will not be unreasonably withheld).

2. Additional insureds

We will indemnify any **third party** as an additional insured under this Policy, but only in respect of sums which they become legally obliged to pay (including liability for claimants' costs and expenses) as a result of a **claim** arising solely out of an act committed by **you**, provided that:

- a. **you** contracted in writing to indemnify the **third party** for the **claim** prior to it first being made against them; and
- b. had the **claim** been made against **you**, then **you** would be entitled to indemnity under this Policy.

Before **we** indemnify any additional insured they must:

- a. prove to **us** that the **claim** arose solely out of an act committed by **you**; and
- b. fully comply with **CONDITION 1** as if they were **you**.

Where **we** indemnify a **third party** as an additional insured under this Policy, this Policy will be primary and non-contributory to the **third party's** own insurance, but only if **you** and the **third party** have entered into a contract that contains a provision requiring this.

Where a **third party** is treated as an additional insured as a result of this Condition, any **claim** made by that **third party** against **you** will be treated by **us** as if they were a **third party** and not as an insured.

3. Agreement to pay claims (duty to defend)

We have the right and duty to take control of and conduct in **your** name the investigation, settlement or defense of any **claim**. **We** will not have any duty to pay **costs and expenses** for any part of a **claim** that is not covered by this Policy.

You may ask the **claims managers** to consider appointing **your** own lawyer to defend the **claim** on **your** behalf and the **claims managers** may grant **your** request if they consider **your** lawyer is suitably qualified by experience, taking into account the subject matter of the **claim**, and the cost to provide a defense.

We will endeavor to settle any **claim** through negotiation, mediation or some other form of alternative dispute resolution and will pay on **your** behalf the amount **we** agree with the claimant. If **we** cannot settle using these means, **we** will pay the amount which **you** are found liable to pay either in court or through arbitration proceedings, subject to the **limit of liability**.

We will not settle any **claim** without **your** consent. If **you** refuse to provide **your** consent to a settlement recommended by **us** and elect to continue legal proceedings in connection with the **claim**, any further **costs and expenses** incurred will be paid by **you** and **us** on a proportional basis, with 50% payable by **us** and 50% payable by **you**. As a consequence of **your** refusal, **our** liability for the **claim**, excluding **costs and expenses**, will not be more than the amount for which the **claim** could have been settled.

4. Application warranty

You agree that all statements made by **you** in the application form, including any renewal application form, and any supplemental materials **you** have supplied in support of the application for insurance, are **your** agreements and representations to **us** and the Policy is issued in reliance upon that information. The misrepresentation or non-disclosure of any matter by **you** or **your** agent will render this Policy null and void and relieve **us** from all liability under this Policy.

5. Calculation of business interruption losses

Following an interruption to **your** business activities covered under **INSURING CLAUSE 5 (SECTIONS B, C or D only)**, **you** must provide **us** with **your** calculation of the loss including:

- a. how the loss has been calculated and what assumptions have been made; and
- b. supporting documents including account statements, sales projections and invoices.

6. Cancellation

This Policy may be canceled with 30 days written notice by either **you** or **us**.

If **you** give **us** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect. However, if **you** have made a claim under this Policy there will be no return **premium**.

If **we** give **you** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect.

We also reserve the right of cancellation in the event that any amount due to **us** by **you** remains unpaid more than 60 days beyond the **inception date**. If **we** exercise this right of cancellation it will take effect from 14 days after the date the written notice of cancellation is issued.

The Policy Administration Fee will be deemed fully earned upon inception of the Policy.



Agenda Sheet for City Council Meeting of:

03/27/2023

<u>Date Rec'd</u>	3/13/2023
<u>Clerk's File #</u>	OPR 2023-0351
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	HOUSING & HUMAN SERVICES
<u>Contact Name/Phone</u>	RICHARD CULTON 509.625.6009
<u>Contact E-Mail</u>	RCULTON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	AFFORDABLE HOUSING FUNDING RECOMMENDATIONS

Agenda Wording
 CHHS is seeking Council approval to use CDBG, HOME and Sales and Use Tax Revenue (1406/1590) to fund affordable housing projects

Summary (Background)
 Requesting to fund 9 projects for funding, \$1,000,000 for Sunset Hills, \$800,000 for VOA Alexandria's House, \$154,435 for CCEW Summitview, \$800,000 SNAP Alexandria Apts, \$678,850 SNAP Patrician, \$300,000 for NECC Triplex, \$120,000 Transitions TLC units, \$705,000 SNAP Pacific Apartments, \$2,531,320 SHA Hifumi En

Lease? NO	Grant related? YES	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ \$1,000,000		# 1710-95579-51010-54201-99999
Expense \$ \$3,558,285		# 1690-95576-51010-54201-99999
Expense \$ \$2,531,320		# 1595-53121-51010-54201-99999
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCCOLLIM, KIMBERLEY	<u>Study Session\Other</u>	3/13/23
<u>Division Director</u>	MCCOLLIM, KIMBERLEY	<u>Council Sponsor</u>	Stratton
<u>Finance</u>	MURRAY, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	jcercedes@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	rculton@spokanecity.org	
<u>Additional Approvals</u>		pgrinder@spokanecity.org	
<u>Purchasing</u>		kclifton@spokanecity.org	
<u>ACCOUNTING - GRANTS</u>	MURRAY, MICHELLE		

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Community, Housing and Human Services
Contact Name	Richard Culton
Contact Email & Phone	rculton@spokanecity.org ; 625-6009
Council Sponsor(s)	Councilmember Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Affordable Housing Funding Recommendations
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>CHHS is seeking Council approval to use CDBG, HOME and Sales and Use Tax Revenue (1406/1590) to fund affordable housing projects as detailed below, and to enter into contractual and legal agreements with the entities as identified below:</p> <p>CHHS released a Notice of Funding Availability (NOFA) to the public on December 9, 2022 for proposals that would address urgent housing needs for low- and moderate-income residents. The main priorities of the Rapid Capital Acquisition and Reconstruction of Affordable Housing NOFA were to 1.) rapidly allocate CDBG funds which cannot be used to fund new construction, and 2.) to use CDBG, HOME, and Sales and Use Tax revenue funds to increase affordable housing inventory or preserve current affordable housing inventory for low-to-moderate-income households through rapid acquisition and rehabilitation activities. There was roughly \$10,000,000 in potential funding available for this NOFA.</p> <p>The Request for Proposals closed on January 16, 2023. CHHS received a total of 18 applications from 12 different agencies, organizations, and individuals. A total of \$18,265.71 in funding was requested. Two applications were not considered for funding due to either not meeting the NOFA funding priorities or the proposals requested funding for activities deemed ineligible for any of the funding sources. Two applicant workshops were held during December. Staff provided an additional 11 technical assistance meetings to applicants.</p> <p>Members of the CHHS Affordable Housing Committee individually reviewed 16 applications along with staff threshold reviews, and then scored each application. On Tuesday February 14, 2023, the Committee met collectively to discuss scoring and select projects for funding. Ultimately, the Committee chose the top scoring projects for funding, with one exception. Spokane Neighborhood Action Partners submitted four proposals for funding and prioritized those proposals by the greatest need. While SNAP's Sinto Apartments proposal scored high in the review, SNAP had prioritized it as a lower need project. The CHHS Affordable Housing Committee respected SNAP's prioritization. During the deliberations members of the committee noted the continuing need to attract additional new affordable housing developments, and to increase overall affordable housing inventory.</p>

The CHHS Affordable Housing Committee identified nine (9) projects for funding.

1. **Sales and Tax Use Revenue Funding, \$2,581,320.00**, Spokane Housing Authority, Hifumi En Apartments. Housing for elderly and disabled households. The project consists of demolishing the current 41-unit apartment complex built in 1972 and replacing it with an 86-unit new construction apartment complex at the same location. Award to meet remaining gap funding need. This is Spokane County's one Metro Pool 9% LITC project for 2022.
2. **HOME Funds, \$1,000,000.00**, Take up the Cause, Sunset Hill Apartments. Funding for acquisition of turn-key ready 59-unit apartment project to be converted to affordable housing immediately. Conditional award pending funding from HTF.
3. **CDBG Funds, \$154,435.00**, Catholic Charities, Summit View Apartments. Funding to be used to bring the elevator up to current fire, safety, and Americans with Disability Act standards, preserving access to 27-units of affordable housing for low-income households.
4. **CDBG, \$705,000.00**, Spokane Neighborhood Action Partners, Pacific Apartments. Funding to be used to address critical repairs and upgrades that impact sustainable long-term operations of the building, and to preserve the existing 10-units of affordable housing to households at or under 50% AMI.
5. **CDBG, \$800,000.00**, Spokane Neighborhood Action Partners, Alexandria Apartments. Listed on the historic registry and subject to historic preservation regulations. Funding to be used to address deferred maintenance, replacing failing windows, updating interior finishes, and addressing safety concerns, preserving the existing affordable housing units currently serving 22 households earning less than or equal to 50% AMI.
6. **CDBG, \$678,850.00**, Spokane Neighborhood Action Partners, Patrician Apartments. The funding will be used to preserve the affordable housing for the 17 households earning 50% or less AMI currently living in the units. Funding to be used to address critical repairs and upgrades including important safety updates to stair stringers and steps that are failing in multiple areas and requiring continual maintenance.
7. **CDBG, \$120,000.00**, Transitions, Transitional Living Center Units. The building was converted into apartment units in 1993. These 30-year-old units have never been renovated or updated. Funding will be used to replace the 30-year-old flooring and bathroom fixtures, convert light fixtures to energy efficient LED, replace interior and exterior door, and addressing safety concerns in four (4) of the units. This will preserve affordable housing to extremely low-income women and children.
8. **CDBG, \$300,000.00**, North East Community Center, Triplex. Funding would be used to rehab existing single-family property owned by NECC to a multi-family, 3-unit building of affordable housing.

	<p>9. CDBG, \$800,000.00, Volunteers of America, Alexandria’s House. The funding would be used to rehab the current structure, adding a fire suppression system, updating electrical and plumbing, meeting ADA requirements, and increasing the room count to preserve and increase the affordable housing inventory for extremely-low-income pregnant and parenting women (ages 16-20) and their children.</p> <p>The funding recommendations listed above will support the construction of 89 new affordable housing units, acquisition of 59 units to be converted into affordable housing and rehabilitation of 62 existing affordable housing units.</p> <p>The amount of the requests exceeded the funding available by more than \$8,000,000.00. Nine projects were not funded during this funding round. Not all proposals were eligible based on the program requirements of each available funding source. Other proposals were still conceptual in nature and not ready to receive an award of funds. The attached tables list those projects.</p> <p>The CHHS Affordable Housing Committee funding recommendations were submitted to the CHHS Board for review. The CHHS Board voted to accept the recommendations of the CHHS Affordable Housing on March 1, 2023.</p> <p>A future NOFA will prioritize new construction of affordable units.</p>
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Fiscal Impact

Total Cost: [Click or tap here to enter text.](#)

Approved in current year budget? Yes No N/A

Funding Source One-time Recurring

Specify funding source: Funds from CDBG, HOME and 1590 Sales and Use Tax Revenue will be used to fund the projects

Expense Occurrence One-time Recurring

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

The proposals recommended for funding will provide services to underserved communities through the creation and retention of affordable housing and housing services for low- to moderate-income households.

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?

CHHS will collect and report basic demographic data on recipients of these funding sources as outlined in their contractual agreements.

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

CHHS utilizes performance-based contracting to ensure the objectives of each proposal are being met in accordance with performance measures as outlined in each contractual agreement. Additionally, CDBG and HOME operate under HUD's oversight and performance metrics are reported yearly through the CAPER.

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 CDBG and HOME funding recommendations align with the five-year Consolidated Plan and move the City forward in meeting its goals of increasing new affordable housing inventory and preserving current affordable housing inventory. The 1590 Sales and Use Tax Revenue funding recommendation aligns with the SMC 08.07B.

RAPID CAPITAL ACQUISITION & RECONSTRUCTION OF AFFORDABLE HOUSING RFP 2023

PROJECT/EVENT	RAPID HOUSING RFP	(Subject to Change without Notice)
ORGANIZER	CITY HCD TEAM	

RFP TIMELINE	STARTING	ENDING		STARTING	ENDING
RFP OPEN ON WEBSITE	12/9/2022	12/16/2023	CHHS BOARD MEETING	3/01/2023	3/01/2023
T/A WORKSHOP	12/13/2022	12/13/2022	AGENDA SHEET TO DANIELLE	3/10/2023	3/13/2023
T/A WORKSHOP	12/15/2022	12/15/2022	PIES COMMITTEE	3/27/2023	3/27/2023
APPLICATIONS DUE	1/16/2023	1/16/2023	ADVANCED AGENDA	4/3/2023	4/3/2023
STAFF REVIEWS	1/17/2022	1/31/2022	CONSENT AGENDA	4/10/2023	4/10/2023
SEND APPS AND STAFF REVIEWS TO AHC	2/03/2023	2/03/2023	AWARD LETTERS SENT OUT	4/14/2023	4/14/2023
AFFORDABLE HOUSING COMMITTEE	2/14/2023	2/14/2023	DRAFT COMMITMENT LETTERS	4/14/2023	5/1/2023
			DRAFT LEGAL DOCS	5/1/2023	6/1/2023

JANUARY							FEBRUARY							MARCH							APRIL							MAY							JUNE						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
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30	31																																								
JULY							AUGUST							SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
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31																			30	31																					

The following table provides an overview of the projects recommended for funding:

APPLICANT	PROJECT NAME	FUNDING REQUESTED	FUNDING RECOMMENDED
SHA	Hifumi En	\$2,581,320	\$2,581,320
VOA	Alexandria's House	\$800,000	\$800,000
Catholic Charities	Summit View Apts.	\$154,435	\$154,435
SNAP	Alexandria Apts.	\$800,000	\$800,000
SNAP	Patrician Apts.	\$678,850	\$678,850
SNAP	Pacific Apts.	\$705,000	\$705,000
Take Up The Cause	Sunset Hill Apts.	\$1,000,000	\$1,000,000
Northeast Community Cntr.	4-plex	\$300,000	\$300,000
Transitions	TLC Center	\$120,000	\$120,000

The following table provides an overview of the projects not recommended for funding:

APPLICANT	PROJECT NAME	FUNDING REQUESTED	FUNDING RECOMMENDED
SNAP	Sinto Apts.	\$105,000	\$0
SLIHC	Land Bank	\$400,000	\$0
Career Path Services	Operations	\$200,000	\$0
St. Ann's/Career Path Services	Youth Transitional SRO's	\$350,000	\$0
Career Path Services	Hoot Owl Apts.	\$2,238,038	\$0
Habitat	Land Bank/Land Acquisition	\$2,300,000	\$0
Salina Gray	Triplex	\$1,769,588	\$0
Excelsior	Acquisition Rehab	\$2,282,940	\$0
VOA	Vets on N. Lacey	\$1,480,000	\$0



Agenda Sheet for City Council Meeting of:
03/27/2023

<u>Date Rec'd</u>	3/13/2023
<u>Clerk's File #</u>	OPR 2023-0352
<u>Renews #</u>	

<u>Submitting Dept</u>	HUMAN RESOURCES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	AMY BLACK X6526	<u>Project #</u>	
<u>Contact E-Mail</u>	ABLACK@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0620 - CDL GRANT		

Agenda Wording
CDL Grant

Summary (Background)
Approval to move forward with an application to receive federal grant funding over a five (5) year period to support the City of Spokane achieving and maintaining compliance with U.S DOT federally mandated requirements, State WACs, and RCWs related to commercial driver's license (CDL) requirements to drive commercial motor vehicles (CMVs). As well as supporting community outreach and education related to CMV safety.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PICCOLO, MIKE	<u>Study Session\Other</u>	PIES 03/27
<u>Division Director</u>	PICCOLO, MIKE	<u>Council Sponsor</u>	CM Wilkerson
<u>Finance</u>	MURRAY, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	mlowmaster@spokanecity.org	
<u>For the Mayor</u>	KIRK, JESSICA	ablack@spokanecity.org	
<u>Additional Approvals</u>		dmoss@spokanecity.org	
<u>Purchasing</u>		mmurray@spokanecity.org	
<u>ACCOUNTING - GRANTS</u>	MURRAY, MICHELLE	mpiccolo@spokanecity.org	

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Safety
Contact Name	Matt Lowmaster/Amy Black
Contact Email & Phone	mllowmaster@spokanecity.org/ablack@spokanecity.org
Council Sponsor(s)	Betsy Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	CDL Grant
Summary (Background)	See attached
Proposed Council Action	Approval to apply for grant
<p>Fiscal Impact</p> <p>Total Cost: <u>\$1.7-\$2M over four years</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>No additional funding will be required through 2023; personnel assigned to the grant work for the remainder of 2023 are included in the Safety Program's 2023 budget.</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Department of Transportation CDLPI Grant</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring for 4 years</p> <p>Other budget impacts: No match is required. This is a cost-reimbursable grant. Approved budget expenditures to complete the proposed grant activity through the remaining four-year period will be included in the Safety Program's annual budget beginning Jan. 1, 2024 to account for reimbursement.</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? None that we are aware of.	
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	
Title VI applies to all organizations that receive federal awards.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
None currently exist. Goals and benchmarks would be developed to measure progress as a requirement of the application. The primary outcome would be a reduction in City-owned CMV accidents and related costs by focusing on four priority areas: 1) updating and signing into policy the City's CDL Driver Policy; 2) Development of a CDL program to align with the City's CDL policy; 3) ability to demonstrate achieving and maintaining compliance; 4) coordinating outreach and education with community organizations to increase CMV safety and awareness in the community, including Spokane County, neighboring Cities, local business and organizations, motor carrier associations, law	

enforcement, and driver training schools, which would also support House Bill 1540 requiring driver training curriculum to include instruction on sharing the road with large vehicles, including commercial motor vehicles and buses.

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 would support updating City Policy in alignment with requirements and related City Policies.

Subject:

Approval to move forward with an application to receive federal grant funding over a five (5) year period to support the City of Spokane achieving and maintaining compliance with U.S DOT federally mandated requirements, State WACs, and RCWs related to commercial driver’s license (CDL) requirements to drive commercial motor vehicles (CMVs). As well as supporting community outreach and education related to CMV safety.

Background:

As an employer of between 400-450 personnel required to hold a CDL to operate the City’s CMVs necessary to maintain the City’s public works operations and services to the community, the City must comply with Federal Regulations ([49 CFR](#)), State Codes of Washington ([Chapter 308-100 WAC](#); [Chapter 46.25 RCW](#)), and the Vehicle Safety Act of 1986 ([H.R.5586](#), [S.1903](#)).

Failure to achieve and maintain compliance leaves the City exposed to significant business risk, financially and operationally (including the potential of a complete shutdown of all commercial motor vehicle operations), as well as compromising the safety of personnel and the community.

Historically, the City has approached CDL driver compliance through a decentralized model, distributing responsibility across the City to department-level managers and supervisors with support from Human Resources. Unable to make progress towards achieving compliance in 2021 and 2022, Human Resources transitioned the responsibility of CDL Policy and compliance work to the Safety Program. As a result of chronic understaffing due to a lack of funding and administrative support, the Safety Program continues to face significant challenges to initiate and complete the substantial amount of work required to achieve and maintain compliance in a timely manner.

Impact:

Impacts of the current situation include:

- Breach of the City’s Procurement requirements
- Increasing number, rate, and costs associated with CMV accidents & incidents
- Compliance violations include, but are not limited to:
 - Pre-employment processes for hiring CDL drivers
 - Training and testing for new hires to receive a CDL
 - Driver file documentation and retention of records
 - Conducting annual driver records requests and drug & alcohol queries
 - Maintaining valid CDLs and required medical certification
 - Reporting driver disqualifications to the WA DOL
 - Conducting post-accident drug & alcohol testing

Receipt of a grant award specific to achieving and maintaining compliance will provide targeted funding to support the Safety Program’s development and integration of a centralized approach to meeting and maintaining CDL compliance requirements resulting in mitigating and reducing associated risk and cost, increased safety of City employees, as well as Spokane citizens.

Action:

Approval to submit an application for federal grant funding.

Funding:

The total estimated request for the funding period Oct. 2023 through Sept. 2027 is approx. \$1.7M-\$2M. Expenditures below are preliminary estimates based on available information to include wages and benefits for assigned staff, training and travel, computer equipment and software, development and hosting of an annual safe driver conference. The need for contracted services is currently unknown. If approved for application, an accurate estimate of costs will be determined, including contracted services.

All expenditures will comply with cost principles in the Uniform Guidance (2 CFR Part 200).

Summary estimate projected over the five-year funding period:

Item	5-yr projection	FY1 2023 (3 months)	FY2 2024	FY3 2025	FY4 2026	FY5 2027
Staff wages	\$1,033,515.00	\$38,700.00	\$240,866.00	\$246,015.00	\$251,277.00	\$256,654.00
Fringe	\$389,128.00	\$31,350.00	\$87,709.00	\$86,987.00	\$90,756.00	\$92,325.00
Training & Travel	\$40,000.00	\$10,000.00	\$9,000.00	\$7,000.00	\$7,000.00	\$7,000.00

Supplies	\$22,050.00	\$6,810.00	\$3,810.00	\$3,810.00	\$3,810.00	\$3,810.00
Contracts	unknown					
Educ & Outreach	\$80,550.00	\$950.00	\$8,650.00	\$23,650.00	\$23,650.00	\$23,650.00
Subtotal	\$1,565,243.00	\$87,810.00	\$350,035.00	\$367,462.00	\$376,493.00	\$383,439.00
Indirect	\$156,524.00	\$8,781.00	\$35,003.00	\$36,746.00	\$37,649.00	\$38,343.00
Total Estimated Request	\$1,721,767.00	\$96,591.00	\$385,038.00	\$404,208.00	\$414,142.00	\$421,782.00



Agenda Sheet for City Council Meeting of:
03/27/2023

Date Rec'd	3/22/2023
Clerk's File #	CPR 2023-0002
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-2023

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 3/10/2023. Total:\$11,208,844.38 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$11,016,986.71

Summary (Background)

Pages 1-37 Check numbers: 592635 - 592796 ACH payment numbers: 113568 - 113849 On file for review in City Clerks Office: 37 Page listing of Claims Note:

Lease? NO	Grant related?	Public Works? NO
Fiscal Impact		Budget Account
Expense \$ 11,016,986.71		# 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			

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 10

APPROVAL FUND SUMMARY

DATE: 03/13/23
TIME: 08:16
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	518,882.14
1100	STREET FUND	260,919.03
1200	CODE ENFORCEMENT FUND	11,976.06
1300	LIBRARY FUND	43,217.93
1400	PARKS AND RECREATION FUND	54,163.67
1425	AMERICAN RESCUE PLAN	10,387.04
1460	PARKING METER REVENUE FUND	7,040.76
1590	HOTEL/MOTEL TAX FUND	275,885.83
1620	PUBLIC SAFETY & JUDICIAL GRANT	1,559.60
1625	PUBLIC SAFETY PERSONNEL FUND	12,880.95
1640	COMMUNICATIONS BLDG M&O FUND	19,349.81
1680	CD/HS OPERATIONS	11,559.79
1910	CRIMINAL JUSTICE ASSISTANCE FD	430,519.45
1970	FIRE/EMS FUND	311,238.19
1980	DEFINED CONTRIBUTION ADMIN FND	261.00
3200	ARTERIAL STREET FUND	174,385.10
4100	WATER DIVISION	425,360.60
4250	INTEGRATED CAPITAL MANAGEMENT	530,524.31
4300	SEWER FUND	400,004.50
4480	SOLID WASTE FUND	333,159.96
4600	GOLF FUND	6,684.28
4700	DEVELOPMENT SVCS CENTER	38,266.30
5100	FLEET SERVICES FUND	190,286.28
5110	FLEET SVCS EQUIP REPL FUND	2,967.63
5200	PUBLIC WORKS AND UTILITIES	10,377.29
5300	IT FUND	113,194.55
5400	REPROGRAPHICS FUND	4,940.44
5500	PURCHASING & STORES FUND	5,477.25
5600	ACCOUNTING SERVICES	23,743.05
5700	MY SPOKANE	6,394.31
5750	OFFICE OF PERFORMANCE MGMT	9,176.82
5800	RISK MANAGEMENT FUND	73,723.44
5810	WORKERS' COMPENSATION FUND	3,793.79
5820	UNEMPLOYMENT COMPENSATION FUND	586.05
5830	EMPLOYEES BENEFITS FUND	754,854.08
5900	FACILITIES MANAGEMENT FUND OPS	8,392.29
5901	ASSET MANAGEMENT FUND CAPITAL	702.07
5903	PROPERTY ACQUISITION FIRE	10,186.06
6060	EMPLOYEES' RETIREMENT FUND	1,486.60
6070	FIREFIGHTERS' PENSION FUND	14,239.58
6080	POLICE PENSION FUND	13,983.61
6255	LAW ENFORCEMENT RECORDS MGMT	668.50
6730	PARKING & BUSINESS IMPROV DIST	762.79
6960	SALARY CLEARING FUND NEW	2,438,925.27
	TOTAL:	7,567,088.05

REPORT: PG3630
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 10

DATE: 03/13/23
TIME:
PAGE: 1

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 2

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

LANE POWELL PC	LEGAL SERVICES CHECK NO. - 00592744	3,972.60
SISTER CITIES INT'L ATTN: MEMBERSHIP ACCTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00592746	1,030.00
SUMMIT LAW GROUP PLLC	LEGAL SERVICES ACH PMT NO. - 80113776	318.50
TOTAL FOR 0020 - NONDEPARTMENTAL		5,321.10

0030 - POLICE OMBUDSMAN

COPIERS NORTHWEST INC	MISC SERVICES/CHARGES ACH PMT NO. - 80113617	96.67
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80113747	127.62
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	275.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	992.77
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	1,302.33
TOTAL FOR 0030 - POLICE OMBUDSMAN		2,794.39

0100 - GENERAL FUND

MAINSTREAM ELECTRIC LLC PO BOX 3436	PERMIT REFUNDS PAYABLE CHECK NO. - 00592654	150.00
SPOKANE INT'L AIRPORT AIRPORT PARKING TICKETS	DEPOSIT-AIRPORT PARK VIOLATION ACH PMT NO. - 80113729	1,238.35
TOTAL FOR 0100 - GENERAL FUND		1,388.35

0230 - CIVIL SERVICE

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80113621	8.55
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	795.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	3,047.85

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 3

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	4,153.30
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TOTAL FOR 0230 - CIVIL SERVICE 8,004.70

0260 - CITY CLERK

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00592761 280.00

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00592789 1,395.86

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80113842 1,907.81

TOTAL FOR 0260 - CITY CLERK 3,583.67

0320 - COUNCIL

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00592761 1,250.00

KAREN STRATTON LODGING
ACH PMT NO. - 80113687 179.29

KAREN STRATTON OTHER TRANSPORTATION EXPENSES
ACH PMT NO. - 80113687 36.99

KAREN STRATTON PER DIEM
ACH PMT NO. - 80113687 111.00

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00592789 4,312.95

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80113842 5,645.08

TOTAL FOR 0320 - COUNCIL 11,535.31

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00592761 405.00

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00592789 2,408.99

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80113842 3,171.22

TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS 5,985.21

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 4

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0370 - ENGINEERING SERVICES

ABM JANITORIAL SERVICES SOUTH LAUNDRY/JANITORIAL SERVICES
SOUTH CENTRAL INC dba ACH PMT NO. - 80113738 4,475.18

ARAMARK UNIFORM SERVICES LAUNDRY/JANITORIAL SERVICES
AUS WEST LOCKBOX ACH PMT NO. - 80113603 19.49

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80113617	301.68
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES ACH PMT NO. - 80113701	2,231.63
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	3,155.05
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	13,918.72
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	18,727.78
TOTAL FOR 0370 - ENGINEERING SERVICES		42,829.53

0410 - FINANCE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	760.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	3,082.86
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	4,116.42
TOTAL FOR 0410 - FINANCE		7,959.28

0450 - NEIGHBHD HOUSING HUMAN SVCS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	175.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	966.29
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	1,279.12
TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS		2,420.41

0470 - HISTORIC PRESERVATION

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 5

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80113665	107.98
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	160.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	598.43
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	791.71

TOTAL FOR 0470 - HISTORIC PRESERVATION 1,658.12

0480 - OFFICE OF CIVIL RIGHTS

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00592789 244.86

TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS 244.86

0500 - LEGAL

AVISTA UTILITIES UTILITY LIGHT/POWER SERVICE
ACH PMT NO. - 80113605 646.48

AVISTA UTILITIES UTILITY NATURAL GAS
ACH PMT NO. - 80113605 470.53

COPIERS NORTHWEST INC OPERATING RENTALS/LEASES
ACH PMT NO. - 80113747 372.76

EASTERN WASHINGTON ATTORNEY LEGAL SERVICES
SERVICES INC CHECK NO. - 00592743 65.00

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00592761 1,700.00

SPOKANE COUNTY BAR ASSN OTH DUES/SUBSCRIPTNS/MEMBERSHP
SPOKANE COUNTY COURTHOUSE CHECK NO. - 00592782 2.50

SPOKANE COUNTY TREASURER TELEPHONE
ACH PMT NO. - 80113835 56.88

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00592789 10,007.64

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80113842 13,268.53

VERIZON WIRELESS CELL PHONE
ACH PMT NO. - 80113843 52.29

TOTAL FOR 0500 - LEGAL 26,642.61

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 6

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0520 - MAYOR

DEVRIES INFORMATION MANAGEMENT CONTRACTUAL SERVICES
ACH PMT NO. - 80113621 8.55

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00592761 300.00

SPOKANE PUBLIC FACILITIES OTHER MISC CHARGES
DISTRICT ACH PMT NO. - 80113837 296.48

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00592789 2,537.22

US BANK TRUST NA RETIREMENT

0620 - HUMAN RESOURCES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	262.49
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	1,699.01
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	1,953.67
TOTAL FOR 0620 - HUMAN RESOURCES		3,915.17

0650 - PLANNING SERVICES

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80113665	430.45
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	1,045.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	4,453.64
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	6,067.43
TOTAL FOR 0650 - PLANNING SERVICES		11,996.52

0680 - POLICE

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80113785	4,527.30
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80113787	619.30

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 8

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80113604	1,064.29
AVISTA CORPORATION	UTILITY NATURAL GAS ACH PMT NO. - 80113604	542.42
BEACON SERVICE INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80113608	1,468.92
CAD OF SPOKANE, INC.	STRUCTURE REPAIRS/MAINTENANCE CHECK NO. - 00592645	2,245.67
CANINE DEVELOPMENT GROUP INC	SOFTWARE MAINTENANCE CHECK NO. - 00592756	840.00
CENTURYLINK	ALARM/SECURITY SERVICES CHECK NO. - 00592757	188.01
CENTURYLINK	TELEPHONE CHECK NO. - 00592757	409.57
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80113796	7.99

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80113796	768.96
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80113626	35,200.46
FOUR SEASONS LANDSCAPING INC	SNOW REMOVAL SERVICES ACH PMT NO. - 80113631	1,008.25
GALLS LLC	CLOTHING ACH PMT NO. - 80113803	14,162.51
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80113804	562.89
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	76,362.16
LAURI WEINMANN	CONTRACTUAL SERVICES ACH PMT NO. - 80113760	10,555.53
LEADSONLINE PARENT LLC DBA LEADSONLINE LLC	SOFTWARE MAINTENANCE ACH PMT NO. - 80113644	34,435.00
PET EMERGENCY CLINIC	OPERATING SUPPLIES CHECK NO. - 00592777	78.00
PET EMERGENCY CLINIC	VETERINARY SERVICES CHECK NO. - 00592777	393.12
SAN DIEGO POLICE EQUIP CO INC	AMMUNITION ACH PMT NO. - 80113831	6,363.75
SPOKANE COUNTY TREASURER	MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80113835	168.56

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 9

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE COUNTY TREASURER	OPERATING SUPPLIES ACH PMT NO. - 80113835	116.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80113835	868.46
T-MOBILE	CELL PHONE CHECK NO. - 00592784	926.50
T-MOBILE	MOBILE BROADBAND CHECK NO. - 00592785	820.23
T-MOBILE USA INC	MISC SERVICES/CHARGES CHECK NO. - 00592786	50.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	53,779.69
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	32,936.15
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80113843	10,290.46
VERIZON WIRELESS	MOBILE BROADBAND ACH PMT NO. - 80113843	16,971.76

WA ASSN OF SHERIFFS & POLICE CHIEFS	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00592791	225.00
WA STATE CRIMINAL JUSTICE TRAINING COMMISSION	OPERATING SUPPLIES ACH PMT NO. - 80113845	136.00
WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE -	75.60
WA STATE EMPLOYMENT SECURITY DEPARTMENT	MISC SERVICES/CHARGES CHECK NO. - 00592793	69.00
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00592666	1,580.00
WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80113673	479.79
WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00592795	2,362.50
YWCA	OPERATING RENTALS/LEASES ACH PMT NO. - 80113676	1,194.93
TOTAL FOR 0680 - POLICE		----- 314,854.73

0690 - COMMUNITY JUSTICE SERVICES

ABSOLUTE DRUG TESTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80113599	710.00
HONORABLE MAYOR AND COUNCIL MEMBERS		03/13/23 PAGE 10
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80113747	197.05
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	975.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	3,458.36
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	4,765.01
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80113669	85.30
TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		----- 10,190.72

0700 - PUBLIC DEFENDER

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80113603	6.82
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80113605	646.49
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80113605	470.53
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00592761	1,130.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	6,710.02
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	8,683.52
WASHINGTON DEFENDER ASSN	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80113671	3,500.00

TOTAL FOR 0700 - PUBLIC DEFENDER		21,147.38
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0750 - COMMUNITY/ECONOMIC DEV DVSN

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	175.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	710.01
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	960.30

TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN		1,845.31
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HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 11

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1100 - STREET FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80113617	588.61
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80113753	1,273.31
GMCO CORP DBA ROADWISE	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80113633	106,252.49
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	4,206.00
LAKESIDE INDUSTRIES LOCKBOX 1086	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80113641	9,664.49
LARIVIERE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80113713	85,033.89
NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00592745	5.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	22,917.46
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	29,360.54
WA STATE DEPT/TRANSPORTATION	STRUCTURE REPAIRS/MAINTENANCE ACH PMT NO. - 80113734	1,617.24

TOTAL FOR 1100 - STREET FUND		260,919.03
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1200 - CODE ENFORCEMENT FUND

CLARK'S CONTAINERS LLC	OPERATING RENTALS/LEASES ACH PMT NO. - 80113793	100.01
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80113621	25.65
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES ACH PMT NO. - 80113701	577.45
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	885.01
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	4,411.66
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	5,924.11
WATERCO OF THE PACIFIC NORTH WEST, INC	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00592648	52.17

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 12

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1200 - CODE ENFORCEMENT FUND	-----	11,976.06
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1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	2,255.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	17,870.88
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	23,092.05

TOTAL FOR 1300 - LIBRARY FUND	-----	43,217.93
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1400 - PARKS AND RECREATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	4,500.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	23,152.76
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	26,510.91

TOTAL FOR 1400 - PARKS AND RECREATION FUND	-----	54,163.67
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1425 - AMERICAN RESCUE PLAN

SPECTRUM CENTER SPOKANE DBA URBAN NATIVE YOUTH	CONTRACTUAL SERVICES ACH PMT NO. - 80113726	10,000.00
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US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00592789	387.04

TOTAL FOR 1425 - AMERICAN RESCUE PLAN 10,387.04

1460 - PARKING METER REVENUE FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00592761	619.99

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00592789	2,705.90

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80113842	3,714.87

TOTAL FOR 1460 - PARKING METER REVENUE FUND 7,040.76

HONORABLE MAYOR 03/13/23
AND COUNCIL MEMBERS PAGE 13

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1590 - HOTEL/MOTEL TAX FUND

SPOKANE PUBLIC FACILITIES DISTRICT	SPOKANE PUBLIC FACILITY DIST	
	ACH PMT NO. - 80113664	275,885.83

TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND 275,885.83

1620 - PUBLIC SAFETY & JUDICIAL GRANT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00592761	1,067.60

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00592789	355.40

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80113842	32.84

WASHINGTON LEOFF	PENSION LEOFF II 3.5%	
DEPT OF RETIREMENT SYSTEMS	CHECK NO. - 00592666	103.76

TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT 1,559.60

1625 - PUBLIC SAFETY PERSONNEL FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00592761	2,345.35

ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING	
OR CITY OF SPOKANE TREASURER	CHECK NO. - 00592763	3,560.22

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00592789	4,103.89

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80113842	2,848.90

WASHINGTON LEOFF	PENSION LEOFF II 3.5%	
DEPT OF RETIREMENT SYSTEMS	CHECK NO. - 00592666	22.59

TOTAL FOR 1625 - PUBLIC SAFETY PERSONNEL FUND 12,880.95

1640 - COMMUNICATIONS BLDG M&O FUND

AVISTA UTILITIES UTILITY LIGHT/POWER SERVICE 8,328.68
ACH PMT NO. - 80113788
AVISTA UTILITIES UTILITY NATURAL GAS 1,737.93
ACH PMT NO. - 80113788
CONTROL SOLUTIONS NW INC BUILDING REPAIRS/MAINTENANCE 654.00
ACH PMT NO. - 80113795

HONORABLE MAYOR 03/13/23
AND COUNCIL MEMBERS PAGE 14

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PERFORMANCE SYSTEMS BUILDING REPAIRS/MAINTENANCE 135.00
INTEGRATION LLC ACH PMT NO. - 80113659
SPOKANE CITY TREASURER PUBLIC UTILITY SERVICE 2,127.50
CHECK NO. - 00592780
VERTIV CORPORATION EQUIPMENT REPAIRS/MAINTENANCE 6,366.70
ACH PMT NO. - 80113733

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND 19,349.81

1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING 618.74
% FIRST NATIONAL BANK OF MD CHECK NO. - 00592761
US BANK OR CITY TREASURER SOCIAL SECURITY 4,999.31
EMP BENEFITS (CITY) CHECK NO. - 00592789
US BANK TRUST NA RETIREMENT 5,941.74
OR CITY OF SPOKANE ACH PMT NO. - 80113842

TOTAL FOR 1680 - CD/HS OPERATIONS 11,559.79

1910 - CRIMINAL JUSTICE ASSISTANCE FD

SPOKANE COUNTY TREASURER SPOKANE COUNTY 430,519.45
ACH PMT NO. - 80113595

TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD 430,519.45

1970 - FIRE/EMS FUND

ALSCO DIVISION OF ALSCO INC LAUNDRY/JANITORIAL SERVICES 186.80
ACH PMT NO. - 80113786
AVISTA UTILITIES UTILITY LIGHT/POWER SERVICE 15,241.60
ACH PMT NO. - 80113788
AVISTA UTILITIES UTILITY NATURAL GAS 19,721.50
ACH PMT NO. - 80113788

CENTURYLINK	TELEPHONE CHECK NO. - 00592757	900.00
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80113794	18,352.18
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80113747	887.22
DAVID CLARK COMPANY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80113798	781.75

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 15

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80113699	17.10
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80113802	1,542.73
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80113802	117.53
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113802	131.92
FOOD SERVICES OF AMERICA PO BOX 25119	PERMIT REFUNDS PAYABLE CHECK NO. - 00592655	38.00
GALLS LLC	CLOTHING ACH PMT NO. - 80113704	21.78
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113707	604.75
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80113703	50.74
GRACE CATERING LLC DBA BEACON HILL EVENTS	PERMIT REFUNDS PAYABLE CHECK NO. - 00592649	38.00
GRAINGER INC	MINOR EQUIPMENT ACH PMT NO. - 80113708	646.20
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113709	1,319.72
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	10,891.53
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592763	49,065.14
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113711	1,495.17
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80113797	68,925.07
LIFE ASSIST INC	SAFETY SUPPLIES ACH PMT NO. - 80113811	654.58
MCKINSTRY CO LLC LOCKBOX	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80113816	561.35

MCKINSTRY CO LLC LOCKBOX	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80113816	90.18
MUNICIPAL EMERGENCY SERVICES INC	MINOR EQUIPMENT ACH PMT NO. - 80113818	62,222.65
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80113819	1.14

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 16

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113819	377.92
NATIONSERVE OVERHEAD DOOR CORPORATION	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00592687	1,213.17
NATIONSERVE OVERHEAD DOOR CORPORATION	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00592687	1,047.31
NICHOLAS MORSE EMPLOYEE #23302	REGISTRATION/SCHOOLING ACH PMT NO. - 80113817	136.00
NORCO INC	SAFETY SUPPLIES ACH PMT NO. - 80113717	28.47
PACIFIC NW EMERGENCY EQUIPMENT dba GENERAL FIRE APPARATUS	MINOR EQUIPMENT ACH PMT NO. - 80113821	2,250.59
PACIFIC NW EMERGENCY EQUIPMENT dba GENERAL FIRE APPARATUS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113719	23.64
PERFORMANCE SYSTEMS INTEGRATION LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80113720	277.96
PERFORMANCE SYSTEMS INTEGRATION LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80113720	54.50
POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00592778	130.80
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113826	10.90
POMP'S TIRE SERVICE INC	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80113826	397.85
PRO MECHANICAL SERVICES INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80113827	1,041.50
PRO MECHANICAL SERVICES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80113827	309.66
SAFETY KLEEN CORPORATION	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00592686	458.10
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00592780	1,387.30
SPOKANE EMERGENCY PHYSICIANS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80113727	7,945.00
UNIFIRE POWER BLOWERS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80113840	959.52
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00592789	29,618.63
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	7,704.80

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 17

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80113843	20.96
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80113843	320.14
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	45.16
WHEELER INDUSTRIES INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113736	326.70
WHITE'S BOOT INC	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80113847	645.28
TOTAL FOR 1970 - FIRE/EMS FUND		311,238.19

1980 - DEFINED CONTRIBUTION ADMIN FND

OGLETREE DEAKINS NASH SMOAK & STEWART PC	CONTRACTUAL SERVICES ACH PMT NO. - 80113820	261.00
TOTAL FOR 1980 - DEFINED CONTRIBUTION ADMIN FND		261.00

3200 - ARTERIAL STREET FUND

COLVICO INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80113692	28,515.05
LARIVIERE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80113713	72,335.67
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80113658	73,534.38
TOTAL FOR 3200 - ARTERIAL STREET FUND		174,385.10

4100 - WATER DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80113600	3,710.04
ANDREW SEARL	PERMITS/OTHER FEES ACH PMT NO. - 80113685	191.00
B & H ENTERPRISES LLC 1 430 W 1ST AVE	REFUNDS CHECK NO. - 00592683	2,207.03
CAROLYN SCHMIDT & JERRY INAHARA	REFUNDS CHECK NO. - 00592773	236.47
CDL SOLUTIONS LLC DBA DRIVE509	PERMITS/OTHER FEES CHECK NO. - 00592742	26,720.25

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80113612	921.56
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80113747	522.20
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80113618	6,614.65
DANIEL C BREWER BREWER & ASSOCIATES LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80113609	13,848.45
EASTSIDE ELECTRIC MOTORS INTEGRATED POWER SERVICES LLC	REPAIRS/MAINTENANCE ACH PMT NO. - 80113751	48,063.55
ELDER DEMOLITION INC 6400 SE 101ST AVE	REFUNDS CHECK NO. - 00592651	148.19
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	LEASED LAND ACH PMT NO. - 80113701	590.34
ESTATE OF BEVERLY OTT 2016 182ND AVE NE	REFUNDS CHECK NO. - 00592650	862.82
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80113628	347.59
GENERAL INDUSTRIES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80113705	122,235.06
HANNAH BUNEK 2469 E WOODS END CT	REFUNDS CHECK NO. - 00592766	34.25
HARRIANNE NATHANIEL 1324 W WEDGEWOOD AVE	REFUNDS CHECK NO. - 00592772	91.08
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	7,715.00
JOHNATHAN MELCHER 703 W 5TH ST	REFUNDS CHECK NO. - 00592765	246.40
LIVESTORIES PO BOX 12242	REFUNDS CHECK NO. - 00592771	1,346.65
LT PROPERTY MANAGEMENT 902 W GARLAND AVE	REFUNDS CHECK NO. - 00592770	164.07
MELODY SKIDMORE 916 W AUGUSTA AVE	REFUNDS CHECK NO. - 00592656	145.68
NEPTUNE TECHNOLOGY GROUP INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80113650	7,673.82
NEPTUNE TECHNOLOGY GROUP INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80113650	68,203.04
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80113651	321.58

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OPN CAPITAL LLC 799 S STEVENS ST	REFUNDS CHECK NO. - 00592682	101.41
OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80113657	3,691.00
PAMELA J SOUZA 1413 W BOONE AVE	REFUNDS CHECK NO. - 00592767	300.24
RORY KUIPER 5505 N FORREST BLVD	REFUNDS CHECK NO. - 00592764	4,928.40
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80113663	50.79
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00592781	7,833.51
STEMHERO LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80113775	2,185.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	36,361.58
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	49,177.12
VAN NESS FELDMAN LLP	LEGAL SERVICES ACH PMT NO. - 80113779	142.50
WATER DEPARTMENT IMPREST FUND	PARKING/TOLLS (LOCAL) CHECK NO. - 00592668	13.78
WATER DEPARTMENT IMPREST FUND	PERMITS/OTHER FEES CHECK NO. - 00592668	493.00
WHITE BLOCK COMPANY INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00592669	6,921.50
TOTAL FOR 4100 - WATER DIVISION		425,360.60

4250 - INTEGRATED CAPITAL MANAGEMENT

BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80113791	4,448.89
CAROLYN SCHMIDT & JERRY INAHARA	REFUNDS CHECK NO. - 00592773	727.76
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80113615	8,322.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	790.00
JACOBS ENGINEERING GROUP INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80113807	10,348.53

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 20

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LANDMARK STRUCTURES I LP	CONSTRUCTION OF FIXED ASSETS
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	ACH PMT NO. - 80113810	9,423.75
LARIVIERE INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80113713	420,870.07
LT PROPERTY MANAGEMENT	REFUNDS	
902 W GARLAND AVE	CHECK NO. - 00592770	1,026.41
MAX J KUNEY COMPANY	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80113714	48,293.43
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80113823	14,522.50
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00592789	3,958.20
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80113842	5,367.65
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80113669	85.12
WA STATE DEPT OF ECOLOGY	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80113670	2,340.00
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		530,524.31

4300 - SEWER FUND

CAROLYN SCHMIDT & JERRY INAHARA	REFUNDS CHECK NO. - 00592773	145.96
LT PROPERTY MANAGEMENT	REFUNDS	
902 W GARLAND AVE	CHECK NO. - 00592770	1,099.12
TOTAL FOR 4300 - SEWER FUND		1,245.08

4310 - SEWER MAINTENANCE DIVISION

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80113605	2,052.81
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80113605	2,142.99
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80113614	9,117.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80113747	85.77
FASTENAL CO	MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80113628	26.79

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 21

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	2,395.00
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80113658	700.00

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	11,002.68
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	14,690.67
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		42,213.71

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80113601	367.00
B & E ELECTRIC INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80113606	7,018.11
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80113614	4,796.16
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80113747	427.75
ENDRESS+HAUSER INC C/O FIELD INSTRUMENTS & CONTRO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80113623	7,433.23
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	TESTING SERVICES ACH PMT NO. - 80113625	1,801.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80113629	360.30
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	6,445.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80113637	8,277.21
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80113640	67,114.52
NORCO INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80113651	123.91
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80113654	14,259.39
OTIS ELEVATOR COMPANY	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80113655	4,653.17
POLYDYNE INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80113661	3,920.73

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 22

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

URS ELECTRONICS	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00592665	2,746.80
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	31,126.91
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	41,542.33

WA STATE DEPT OF ECOLOGY PERMITS/OTHER FEES
ACH PMT NO. - 80113846 133,606.80

TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC 336,020.32

4330 - STORMWATER

AVISTA UTILITIES UTILITY LIGHT/POWER SERVICE
ACH PMT NO. - 80113605 4,360.28

AVISTA UTILITIES UTILITY NATURAL GAS
ACH PMT NO. - 80113605 604.43

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00592761 1,470.00

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00592789 5,369.95

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80113842 7,234.17

TOTAL FOR 4330 - STORMWATER 19,038.83

4360 - ENVIRONMENTAL PROGRAMS

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00592761 150.00

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00592789 517.27

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80113842 691.34

VERIZON WIRELESS CELL PHONE
ACH PMT NO. - 80113843 127.95

TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS 1,486.56

4480 - SOLID WASTE FUND

DAVE HOLLINGSHEAD REFUNDS
PO BOX 1046 CHECK NO. - 00592657 349.12

HONORABLE MAYOR 03/13/23
AND COUNCIL MEMBERS PAGE 23

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LT PROPERTY MANAGEMENT REFUNDS
902 W GARLAND AVE CHECK NO. - 00592768 698.83

TOTAL FOR 4480 - SOLID WASTE FUND 1,047.95

4490 - SOLID WASTE DISPOSAL

AMETEK LAND INC EQUIPMENT REPAIRS/MAINTENANCE
ACH PMT NO. - 80113740 10,000.00

BUD CLARY CHEVROLET JEEP EAGLE VEHICLES

	ACH PMT NO. - 80113744	49,854.24
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80113747	176.65
DIVCO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80113750	750.39
ECOCHEM ANALYTICS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80113752	7,123.05
ECOCHEM ANALYTICS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80113752	3,480.00
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80113622	2,486.05
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80113628	988.01
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80113628	486.40
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80113628	350.66
FOSTER GARVEY PC	PROFESSIONAL SERVICES ACH PMT NO. - 80113756	4,499.05
GULF CONTROLS COMPANY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80113634	597.68
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	3,880.00
KENWORTH SALES COMPANY	OPERATING RENTALS/LEASES ACH PMT NO. - 80113711	1,823.44
MCCOY POWER CONSULTANTS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80113761	7,400.00
NARWHAL MET LLC dba WEATHERNET LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80113781	1,480.00
NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80113651	1,263.24

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 24

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORFOLK BEARINGS & SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80113652	5,300.76
OIL RE-REFINING CO INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80113763	489.75
ORKIN	PROFESSIONAL SERVICES CHECK NO. - 00592661	170.04
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80113824	49,582.97
RIPPLINGER ENGINEERING LABORATORIES	PROFESSIONAL SERVICES ACH PMT NO. - 80113768	3,850.00
SITEONE LANDSCAPE SUPPLY LLC	OPERATING SUPPLIES ACH PMT NO. - 80113663	434.22

UNITED RENTALS NW INC	OPERATING RENTALS/LEASES CHECK NO. - 00592787	680.16
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	21,045.74
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	26,228.49
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80113843	643.35
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	477.07
WASHINGTON EQUIPMENT MANUFACTURING CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80113672	9,410.54
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00592648	167.65
WESTERN STATES EQUIPMENT CO	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80113674	2,851.33
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		217,970.93

4500 - SOLID WASTE COLLECTION

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80113602	4,250.90
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80113742	2,042.90
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80113742	5,580.41
CENTURYLINK	TELEPHONE CHECK NO. - 00592646	46.01

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 25

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CINTAS CORPORATION NO 2	OPERATING SUPPLIES ACH PMT NO. - 80113613	61.41
COMCAST	TELEPHONE ACH PMT NO. - 80113616	178.49
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80113621	17.10
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80113628	244.03
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	3,840.00
SPOKANE PRO CARE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80113772	393.49
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	23,248.88

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	32,229.81
WASTEQUIP WASHINGTON	MINOR EQUIPMENT CHECK NO. - 00592667	39,751.50
TOTAL FOR 4500 - SOLID WASTE COLLECTION		111,884.93

4530 - SOLID WASTE LANDFILLS

NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80113651	153.85
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80113667	2,019.60
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80113843	82.70
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		2,256.15

4600 - GOLF FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	531.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	2,703.71
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	3,449.57
TOTAL FOR 4600 - GOLF FUND		6,684.28

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 26

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4700 - DEVELOPMENT SVCS CENTER

AARON BIBBY	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80113790	60.00
CHRISTOPHER H EDGERTON REVOLUTIONARY CONTRNG&MORE LLC	PERMIT REFUNDS PAYABLE CHECK NO. - 00592653	307.00
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80113621	17.10
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	LEASED LAND ACH PMT NO. - 80113701	1,426.93
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	2,499.00
JEFFREY A BEDARD	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80113848	180.00
TODD DAMSCHEN MAINSTREAM ELECTRIC LLC	PERMIT REFUNDS PAYABLE CHECK NO. - 00592652	20.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	13,297.39

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	17,791.63
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80113669	1,519.76
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80113669	1,147.49
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		----- 38,266.30

5100 - FLEET SERVICES FUND

ALASKA RUBBER GROUP INC DBA ARG INDUSTRIAL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00592679	64.35
AMERIGAS PROPANE LP DBA NORTHERN ENERGY	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80113688	195.91
AVISTA UTILITIES	COMPRESSED NATURAL GAS FUEL ACH PMT NO. - 80113742	33,942.79
AVISTA UTILITIES	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80113742	605.95
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80113742	7,736.86
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80113742	35.10

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 27

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113689	1,473.72
BRANDON PASCHAL	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00592660	518.77
BRANDON PASCHAL	PER DIEM CHECK NO. - 00592660	167.00
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80113691	36,414.48
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80113693	1,288.38
CORWIN OF SPOKANE LLC CORWIN FORD SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80113696	3,688.85
CORWIN OF SPOKANE LLC CORWIN FORD SPOKANE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113696	218.00-
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113698	2,554.56
DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00592681	130.94
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80113702	1,629.55

FLEETCOR TECHNOLOGIES INC DBA FUELMAN	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80113630	25,770.97
FORCE AMERICA DISTRIBUTING INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113715	1,753.11
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113707	2,270.38
GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113700	4,094.69
HYDRAULICS PLUS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113710	2,558.10
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	1,520.00
JHAB3 CO DBA MEINEKE CAR CARE CENTER	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00592685	3,581.15
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113711	2,504.36
LITHIA MOTORS PAYMENT PROCESSING	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113690	170.35
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113716	3,039.52

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 28

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80113718	269.09
PACWEST MACHINERY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80113822	7,493.15
POMP'S TIRE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80113721	820.77
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113721	5,112.63
RACOM CORPORATION	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80113723	12,983.63
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80113725	980.54
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113728	222.53
TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113731	1,418.70
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	9,606.75
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	13,071.55
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00592680	309.03

WINGFOOT COMMERCIAL TIRE	EQUIPMENT REPAIRS/MAINTENANCE	
SYSTEMS LLC DBA GOODYEAR TIRE	ACH PMT NO. - 80113706	506.07

TOTAL FOR 5100 - FLEET SERVICES FUND		----- 190,286.28
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5110 - FLEET SVCS EQUIP REPL FUND

ENTERPRISE FM TRUST	LEASED LAND	
ATTN: CUSTOMER BILLING	ACH PMT NO. - 80113701	2,967.63

TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND		----- 2,967.63
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5200 - PUBLIC WORKS AND UTILITIES

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80113621	17.10

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00592761	870.00

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00592789	3,949.42

HONORABLE MAYOR	03/13/23
AND COUNCIL MEMBERS	PAGE 29

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80113842	5,455.47

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80113669	85.30

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		----- 10,377.29
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5300 - IT FUND

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80113741	1.53

CDW GOVERNMENT INC	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80113792	355.05

CENTURYLINK	TELEPHONE	
	CHECK NO. - 00592757	4,605.86

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80113749	15.38

E3 TECHNOLOGY INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80113575	16,830.00

EMILY KING	BACKGROUND CHECKS	
	ACH PMT NO. - 80113849	56.34

GRANICUS LLC	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80113578	46,806.62

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00592761	2,386.00

LEVEL 3 FINANCING INC	TELEPHONE	
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DBA LEVEL 3 COMMUNICATIONS LLC	CHECK NO. - 00592684	3,668.69
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80113591	800.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	15,592.73
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	20,564.71
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80113843	1,511.64
TOTAL FOR 5300 - IT FUND		----- 113,194.55

5400 - REPROGRAPHICS FUND

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80113741	49.82
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HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 30

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	120.00
KERSHAW INC	OPERATING SUPPLIES ACH PMT NO. - 80113809	120.69
MARK ANDY INC DBA MARK ANDY PRINT PRODUCTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80113584	3,334.42
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	552.58
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	762.93
TOTAL FOR 5400 - REPROGRAPHICS FUND		----- 4,940.44

5500 - PURCHASING & STORES FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	550.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	2,113.08
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	2,814.17
TOTAL FOR 5500 - PURCHASING & STORES FUND		----- 5,477.25

5600 - ACCOUNTING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	2,261.26
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	9,126.52

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80113842	12,355.27

TOTAL FOR 5600 - ACCOUNTING SERVICES		23,743.05
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5700 - MY SPOKANE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	415.38
LANGUAGE SERVICES ASSOC INC	INTERPRETER COSTS ACH PMT NO. - 80113712	59.34
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	2,497.39

HONORABLE MAYOR AND COUNCIL MEMBERS	03/13/23 PAGE 31
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80113842	3,422.20

TOTAL FOR 5700 - MY SPOKANE		6,394.31
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5750 - OFFICE OF PERFORMANCE MGMT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	375.00
INFINITE INNOVATIONS LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80113636	4,995.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	1,621.33
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	2,184.99

TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		9,176.82
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5800 - RISK MANAGEMENT FUND

ALTERNATIVE SERVICE CONCEPTS ACCT #1254375	INSURANCE ADMINISTRATION ACH PMT NO. - 80113574	27,823.08
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80113732	45,900.36

TOTAL FOR 5800 - RISK MANAGEMENT FUND		73,723.44
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5810 - WORKERS' COMPENSATION FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80113617	165.48
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	300.00

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	1,524.72
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	1,803.59
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		3,793.79

5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	7.51
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HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 32

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NATIONAL EMPLOYERS COUNCIL INC DBA PEOPLESYSTEMS	INSURANCE ADMINISTRATION ACH PMT NO. - 80113589	500.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	33.89
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	44.65
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		586.05

5830 - EMPLOYEES BENEFITS FUND

ALLIANT INSURANCE SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80113569	5,720.00
DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80113799	40,762.14
HEALTHCARE ACTUARIES LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80113580	4,750.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00592761	225.00
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80113808	355,260.64
LIFEWISE ASSURANCE CO	INSURANCE PREMIUMS ACH PMT NO. - 80113645	26,808.18
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80113722	494.64
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80113722	318,756.16
STATE & LOCAL GOVERNMENT BENEFITS ASSN/INST OF GOVT	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00592663	200.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00592789	813.33
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80113842	1,063.99

TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND

754,854.08

5900 - FACILITIES MANAGEMENT FUND OPS

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00592761 375.00

NIKKI HANSHAW LOCAL MILEAGE
 ACH PMT NO. - 80113680 45.98

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 33

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PRO MECHANICAL SERVICES INC BUILDING REPAIRS/MAINTENANCE
 ACH PMT NO. - 80113827 327.00

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00592789 2,947.39

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80113842 4,052.46

VERIZON WIRELESS CELL PHONE
 ACH PMT NO. - 80113843 644.46

TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS

8,392.29

5901 - ASSET MANAGEMENT FUND CAPITAL

MACKAY METERS INC MACHINERY/EQUIPMENT
 ACH PMT NO. - 80113646 702.07

TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL

702.07

5903 - PROPERTY ACQUISITION FIRE

RACOM CORPORATION VEHICLES
 ACH PMT NO. - 80113828 10,186.06

TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE

10,186.06

6100 - RETIREMENT

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00592761 160.00

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00592789 566.79

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80113842 759.81

TOTAL FOR 6100 - RETIREMENT

1,486.60

6200 - FIREFIGHTERS' PENSION FUND

ALLIANT INSURANCE SERVICES INC INSURANCE ADMINISTRATION
 ACH PMT NO. - 80113569 1,665.00

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80113799	1,651.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80113645	3,376.76

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 34

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80113722	7,546.82
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		14,239.58

6255 - LAW ENFORCEMENT RECORDS MGMT

SPOKANE COUNTY TREASURER	DEPOSIT-COUNTY ACH PMT NO. - 80113835	668.50
TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT		668.50

6300 - POLICE PENSION

ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80113569	1,665.00
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80113799	3,220.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80113645	2,697.29
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80113722	6,401.32
TOTAL FOR 6300 - POLICE PENSION		13,983.61

6730 - PARKING & BUSINESS IMPROV DIST

COLORMATICS 1011 W RAILROAD AVE	SPECIAL ASSESSMENT PRIN (CURR) CHECK NO. - 00592659	265.63
GANDER & RYEGRASS 404 W MAIN AVE	SPECIAL ASSESSMENT PRIN (CURR) CHECK NO. - 00592658	497.16
TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST		762.79

6960 - SALARY CLEARING FUND NEW

CALIFORNIA STATE DISBURSEMENT UNIT	CA STATE DISBURSEMENT UNIT CHECK NO. - 00592759	221.14
CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00592758	938.16
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80113800	250.00

EDU MEMBERSHIP FUND	EDU MEMBERSHIP FUND	
% SPOKANE LAW ENFORCEMENT C U	ACH PMT NO. - 80113801	12.50

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/13/23
PAGE 35

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00592760	796.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00592761	322,015.53
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00592761	28,040.53
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00592762	50,923.55
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ICMA ROTH IRA CHECK NO. - 00592763	3,891.47
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00592763	82,665.35
INT'L ASSN OF FIREFIGHTERS/ UNION LOCAL 29	INTL ASSOC FF LOCAL 29 ACH PMT NO. - 80113806	62,821.24
LT & CAPT ASSOCIATION % SPOKANE LAW ENFORCEMENT CU	LIEUTENANTS & CAPTAINS ASSOC ACH PMT NO. - 80113812	2,220.00
LT & CAPT ASSOCIATION - LTD	LTD - LTS & CAPTS ACH PMT NO. - 80113813	747.50
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80113814	46.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80113815	3,228.88
NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00592774	179.84
OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00592775	200.00
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00592776	7.00
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80113805	622.00
PRE-PAID LEGAL SERVICES INC LEGALSHIELD	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00592779	361.14
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80113829	5,308.70
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80113829	17,682.42
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE LONG TERM DISABILITY ACH PMT NO. - 80113789	14,760.50
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80113832	607.50

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80113833	2,970.50
SPOKANE POLICE GUILD ATTN: BEN GREEN	POLICE GUILD ACH PMT NO. - 80113825	24,487.45
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80113836	884.04
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80113834	90.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80113838	400.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80113839	593.00
STATE DISBURSMENT UNIT ATTN: EMPLOYER PAYMENTS	STATE DISBURSEMENT UNIT CHECK NO. - 00592783	862.60
SUPERIOR COURT	SUPERIOR COURT CHECK NO. - 00592664	1,402.42
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00592788	12.50
UNITED WAY	UNITED WAY ACH PMT NO. - 80113841	292.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00592789	311,629.33
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO. - 00592789	823,963.29
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO. - 00592789	123,518.28
US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO. - 80113842	498,929.13
VOYA FINANCIAL LOAN REPAYMENT	VOYA LOANS CHECK NO. - 00592790	362.28
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00592792	345.00
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80113844	30,268.10
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00592794	18,015.72
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00592795	1,012.50
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00592796	339.68

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 6960 - SALARY CLEARING FUND NEW

2,438,925.27

TOTAL CLAIMS

7,567,088.05

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 10

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 03/13/23
TIME: 08:17
PAGE: 1

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	597.83	31.83	
00592635	KING COUNTY DIRECTORS ASSN		7,667.06	
00592636	AT&T MOBILITY			92.41
00592637	CALE AMERICA INC			530.48
00592638	CENTURYLINK			168.52
00592639	SPOKANE HUMANE SOCIETY			196.50
00592640	CSWW INC			206.86
00592641	VERMEER MOUNTAIN WEST INC			136.03
00592642	WA STATE DEPT OF AGRICULTURE			75.00
00592643	WA STATE DEPT OF AGRICULTURE			75.00
00592644	WA STATE DEPT OF AGRICULTURE			25.00
00592645	CAD OF SPOKANE, INC.	2,245.67		
00592646	CENTURYLINK	340.59		
00592647	COMCAST	64.95		
00592648	WATERCO OF THE PACIFIC NORTH	219.82		
00592649	GRACE CATERING LLC	38.00		
00592650	ESTATE OF BEVERLY OTT	862.82		
00592651	ELDER DEMOLITION INC	148.19		
00592652	TODD DAMSCHEN	20.00		
00592653	CHRISTOPHER H EDGERTON	307.00		
00592654	MAINSTREAM ELECTRIC LLC	150.00		
00592655	FOOD SERVICES OF AMERICA	38.00		
00592656	MELODY SKIDMORE	145.68		
00592657	DAVE HOLLINGSHEAD	349.12		
00592658	GANDER & RYEGRASS	497.16		
00592659	COLORMATICS	265.63		
00592660	BRANDON PASCHAL	685.77		
00592661	ORKIN	170.04		
00592662	SPOKANE CITY TREASURER	7,723.51		
00592663	STATE & LOCAL GOVERNMENT	200.00		
00592664	SUPERIOR COURT	1,402.42		
00592665	URS ELECTRONICS	2,746.80		
00592666	WASHINGTON LEOFF	1,706.35		
00592667	WASTEQUIP WASHINGTON	39,751.50		
00592668	WATER DEPARTMENT	506.78		
00592669	WHITE BLOCK COMPANY INC	6,921.50		
00592670	CENTURYLINK		361.61	
00592671	BRADLEY CALBICK		100.00	
00592672	WENDI EVA		75.00	
00592673	JASON GORDON		100.00	
00592674	JACQUELINE SANDOR		100.00	
00592675	SPOKANE CITY TREASURER		4,928.91	
00592676	T-MOBILE		57.70	
00592677	WA STATE PATROL		88.00	
00592678	TORRE REFUSE & RECYCLING DBA			6,820.00
00592679	ALASKA RUBBER GROUP INC	64.35		
00592680	WATERCO OF THE PACIFIC NORTH	309.03		
00592681	DIRECT AUTOMOTIVE DISTRIBUTI	130.94		
00592682	OPN CAPITAL LLC	101.41		
00592683	B & H ENTERPRISES LLC 1	2,207.03		
00592684	LEVEL 3 FINANCING INC	3,668.69		
00592685	JHAB3 CO	3,581.15		
00592686	SAFETY KLEEN CORPORATION	458.10		

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 10

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 03/13/23
TIME: 08:17
PAGE: 2

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00592687	NATIONSERVE	2,260.48		
00592688	J & H TOOLING			160.01
00592689	GENDRONS INC			39.02
00592690	VISIONARY COMMUNICATIONS, IN			411.55
00592742	CDL SOLUTIONS LLC	26,720.25		
00592743	EASTERN WASHINGTON ATTORNEY	65.00		
00592744	LANE POWELL PC	3,972.60		
00592745	NORTH SPOKANE IRRIGATION	5.00		
00592746	SISTER CITIES INT'L	1,030.00		
00592747	CENTURYLINK			970.98
00592748	WATERCO OF THE PACIFIC NORTH			141.72
00592749	FLASHPARKING, INC.			304.12
00592750	MOSS GREEN INC			1,671.95
00592751	CSWW INC			637.03
00592752	PACIFIC COMPANY LLC			1,093.50
00592753	PARK DEPT IMPREST FUND			3.00
00592754	PARK DEPT IMPREST FUND			115.90
00592755	SWIRE PACIFIC HOLDINGS, INC			183.80
00592756	CANINE DEVELOPMENT GROUP INC	840.00		
00592757	CENTURYLINK	5,808.86		
00592758	CHILD SUPPORT SERVICES	938.16		
00592759	CALIFORNIA STATE DISBURSEMEN	221.14		
00592760	HUMAN RESOURCES	796.50		
00592761	ICMA RETIREMENT TRUST 457	508,145.13		
00592762	ICMA RETIREMENT TRUST 457 LO	50,923.55		
00592763	ING LIFE INSURANCE & ANNUITY	139,182.18		
00592764	RORY KUIPER	4,928.40		
00592765	JOHNATHAN MELCHER	246.40		
00592766	HANNAH BUNEK	34.25		
00592767	PAMELA J SOUZA	300.24		
00592768	LT PROPERTY MANAGEMENT	1,229.53		
00592769	LT PROPERTY MANAGEMENT	1,306.74		
00592770	LT PROPERTY MANAGEMENT	452.16		
00592771	LIVESTORIES	1,346.65		
00592772	HARRIANNE NATHANIEL	91.08		
00592773	CAROLYN SCHMIDT	1,110.19		
00592774	NEW JERSEY SUPPORT PAYMENT	179.84		
00592775	OFFICE OF THE ATTORNEY GENER	200.00		
00592776	PEOPLE QUALIFIED COMMITTEE	7.00		
00592777	PET EMERGENCY CLINIC	471.12		
00592778	POINTE PEST CONTROL	130.80		
00592779	PRE-PAID LEGAL SERVICES INC	361.14		
00592780	SPOKANE CITY TREASURER	3,514.80		
00592781	SPOKANE CITY TREASURER	110.00		
00592782	SPOKANE COUNTY BAR ASSN	2.50		
00592783	STATE DISBURSMENT UNIT	862.60		
00592784	T-MOBILE	1,725.41		
00592785	T-MOBILE	21.32		
00592786	T-MOBILE USA INC	50.00		
00592787	UNITED RENTALS NW INC	680.16		
00592788	UNITED STATES TREASURY	12.50		
00592789	US BANK OR CITY TREASURER	1,694,259.64		
00592790	VOYA FINANCIAL LOAN REPAYMEN	362.28		

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 10

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 03/13/23
TIME: 08:17
PAGE: 3

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00592791	WA ASSN OF SHERIFFS & POLICE	225.00		

00592792	WA GET PROGRAM	345.00		
00592793	WA STATE EMPLOYMENT SECURITY	69.00		
00592794	WA STATE SUPPORT REGISTRY OR	18,015.72		
00592795	WESTERN STATES POLICE MEDICA	3,375.00		
00592796	WSCCCE, AFSCME, AFL-CIO	339.68		
80113568	ACI NORTHWEST INC			3,516.00
80113569	ALLIANT INSURANCE SERVICES I	9,050.00		
80113570	UNIVERSAL PROTECTION SERVICE	581.16		
80113571	SECURITY SOLUTIONS NORTHWEST		1,476.09	
80113572	COFFMAN ENGINEERS INC			508.00
80113573	COLEMAN OIL COMPANY LLC			820.10
80113574	ALTERNATIVE SERVICE CONCEPTS	27,823.08		
80113575	E3 TECHNOLOGY INC	16,830.00		
80113576	ELECTRIC CITY INC			2,556.68
80113577	GRAINGER INC			22.37
80113578	GRANICUS LLC	46,806.62		
80113579	HASKINS STEEL CO INC			372.03
80113580	HEALTHCARE ACTUARIES LLC	4,750.00		
80113581	HORIZON DISTRIBUTORS			291.77
80113582	HILL INTERNATIONAL INC		15,362.61	
80113583	LEONE & KEEBLE INC		3,268.93	
80113584	MARK ANDY INC	3,334.42		
80113585	NATIONAL COLOR GRAPHICS INC			830.58
80113586	NORTHWEST RIVER SUPPLIES INC			3,557.75
80113587	OVERDRIVE INC		3,908.56	
80113588	PARAMETRIX INC	35,951.88		
80113589	NATIONAL EMPLOYERS COUNCIL I	500.00		
80113590	QUANTIX INC/ENTERTAINMENT			98.97
80113591	RIVER PARK SQUARE LLC	800.00		
80113592	SHERWIN WILLIAMS CO			891.08
80113593	SNO VALLEY PROCESS SOLUTIONS			1,912.95
80113594	HESTON HARDWARE			124.21
80113595	SPOKANE COUNTY TREASURER	430,519.45		
80113596	THE FAMILY GUIDE			850.00
80113597	WESTERN GLOVE INC			13.06
80113598	ABM JANITORIAL SERVICES SOUT	3,935.34		
80113599	ABSOLUTE DRUG TESTING LLC	710.00		
80113600	ACTION MATERIALS	3,710.04		
80113601	ALS LABORATORY GROUP	367.00		
80113602	ALSCO DIVISION OF ALSCO INC	4,250.90		
80113603	ARAMARK UNIFORM SERVICES	26.31		
80113604	AVISTA CORPORATION	1,606.71		
80113605	AVISTA UTILITIES	11,394.54	996.87	
80113606	B & E ELECTRIC INC	7,018.11		
80113607	BAKER & TAYLOR BOOKS		5,707.70	
80113608	BEACON SERVICE INC	1,468.92		
80113609	DANIEL C BREWER	13,848.45		
80113610	BUDINGER & ASSOCIATES INC	1,907.86		
80113611	CENGAGE LEARNING INC		180.59	
80113612	CINTAS CORPORATION	921.56	38.15	
80113613	CINTAS CORPORATION NO 2	61.41		
80113614	COLEMAN OIL COMPANY LLC	22,408.74		

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 10

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 03/13/23
TIME: 08:17
PAGE: 4

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80113615	COLUMBIA ELECTRIC SUPPLY/DIV	8,322.00		
80113616	COMCAST	178.49		
80113617	COPIERS NORTHWEST INC	1,221.03		
80113618	CORE & MAIN LP	6,614.65		
80113619	L N CURTIS & SONS	542.28		

80113620	DESAUTEL HEGE COMMUNICATIONS		7,210.00
80113621	DEVRIES INFORMATION MANAGEME	98.60	
80113622	ELJAY OIL CO INC	2,486.05	
80113623	ENDRESS+HAUSER INC	7,433.23	
80113624	ENTERPRISE FM TRUST		10,948.69
80113625	EUROFINS ENVIRONMENT TESTING	1,801.00	
80113626	EVERGREEN STATE TOWING LLC	35,200.46	
80113627	EXPRESS NAME TAGS & MORE, IN		33.68
80113628	FASTENAL CO	3,242.59	
80113629	FEDERAL EXPRESS CORP/DBA FED	360.30	
80113630	FLEETCOR TECHNOLOGIES INC	25,770.97	
80113631	FOUR SEASONS LANDSCAPING INC	1,008.25	
80113632	GALLS LLC	918.72	
80113633	GMCO CORP	106,252.49	
80113634	GULF CONTROLS COMPANY INC	597.68	
80113635	HUMANIX HUMAN RESOURCE		1,428.80
80113636	INFINITE INNOVATIONS LLC	4,995.50	
80113637	INLAND ENVIRONMENTAL RESOURC	8,277.21	
80113638	KAISER FOUNDATION HEALTH PLA	202,698.80	
80113639	KANOPY INC		2,887.00
80113640	KEMIRA WATER SOLUTIONS INC	67,114.52	
80113641	LAKESIDE INDUSTRIES	9,664.49	
80113642	LANCER FOOD HOLDINGS, LLC		6,448.73
80113643	LARIVIERE INC	401,181.01	
80113644	LEADSONLINE PARENT LLC	34,435.00	
80113645	LIFEWISE ASSURANCE CO	32,882.23	
80113646	MACKAY METERS INC	702.07	
80113647	MICHAEL TERRELL LANDSCAPE		11,812.84
80113648	MID CITY CONCERNS INC		1,543.75
80113649	MIDWEST TAPE		9,999.91
80113650	NEPTUNE TECHNOLOGY GROUP INC	75,876.86	
80113651	NORCO INC	1,862.58	
80113652	NORFOLK BEARINGS & SUPPLY CO	5,300.76	
80113653	OCLC INC		353.65
80113654	OLIN CORPORATION	14,259.39	
80113655	OTIS ELEVATOR COMPANY	4,653.17	
80113656	OVERDRIVE INC		17,500.00
80113657	OXARC INC	3,691.00	
80113658	PARAMETRIX INC	38,282.50	
80113659	PERFORMANCE SYSTEMS	135.00	
80113660	PETE LIEN & SONS INC	18,782.12	
80113661	POLYDYNE INC	3,920.73	
80113662	RIVER PARK SQUARE LLC	387.00	
80113663	SITEONE LANDSCAPE SUPPLY LLC	485.01	
80113664	SPOKANE PUBLIC FACILITIES	275,885.83	
80113665	COWLES PUBLISHING COMPANY	538.43	
80113666	SPRAGUE PEST CONTROL/DIV OF		269.79
80113667	STARPLEX CORP	2,019.60	

REPORT: PG3640

CITY OF SPOKANE

DATE: 03/13/23

SYSTEM: FMSAP

COUNCIL CHECK RANGE/TOTAL

TIME: 08:17

USER: MANAGER

PAGE: 5

RUN NO: 10

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80113668	TK ELEVATOR CORPORATION		910.78	
80113669	VERIZON WIRELESS	2,922.97		
80113670	WA STATE DEPT OF ECOLOGY	2,340.00		
80113671	WASHINGTON DEFENDER ASSN	3,500.00		
80113672	WASHINGTON EQUIPMENT	9,410.54		
80113673	WEST CENTRAL COMMUNITY	479.79		6,056.25
80113674	WESTERN STATES EQUIPMENT CO	2,851.33		
80113675	WHITE'S BOOT INC	322.64		
80113676	YWCA	1,194.93		

80113677	JENNIE ANDERSON		117.25
80113678	CATHERINE G BAKKEN		57.31
80113679	FITCH, COREY R		60.59
80113680	NIKKI HANSHAW	45.98	
80113681	LARRY B HUGHES		18.34
80113682	JASON C JOHNSON		83.66
80113683	NEIL, MASON		34.59
80113684	JONATHAN ROSARIO		44.41
80113685	ANDREW SEARL	191.00	
80113686	SUMITTRA A SHADDUCK		20.30
80113687	KAREN STRATTON	327.28	
80113688	AMERIGAS PROPANE LP	195.91	
80113689	BATTERY SYSTEMS INC	1,473.72	
80113690	LITHIA MOTORS PAYMENT	170.35	
80113691	COLEMAN OIL COMPANY LLC	41,082.90	
80113692	COLVICO INC	28,515.05	
80113693	CONNELL OIL INC	1,288.38	
80113694	STEVE CONNER		2,094.79
80113695	CONTRACT DESIGN ASSOCIATES I		104.64
80113696	CORWIN OF SPOKANE LLC	3,470.85	
80113697	CREEK AT QUALCHAN GOLF COURS		994.73
80113698	CUMMINS NORTHWEST LLC	2,554.56	
80113699	DEVRIES INFORMATION MANAGEME	17.10	
80113700	GWP HOLDINGS LLC	4,094.69	
80113701	ENTERPRISE FM TRUST	7,793.98	
80113702	EVERGREEN STATE TOWING LLC	1,629.55	
80113703	GORLEY LOGISTICS LLC	50.74	
80113704	GALLS LLC	9.75	
80113705	GENERAL INDUSTRIES INC	122,235.06	
80113706	WINGFOOT COMMERCIAL TIRE	506.07	
80113707	GORDON TRUCK CENTERS INC DBA	2,875.13	
80113708	GRAINGER INC	646.20	
80113709	HUGHES FIRE EQUIPMENT INC	1,319.72	
80113710	HYDRAULICS PLUS INC	2,558.10	
80113711	KENWORTH SALES COMPANY	5,822.97	
80113712	LANGUAGE SERVICES ASSOC INC	59.34	
80113713	LARIVIERE INC	177,058.62	
80113714	MAX J KUNEY COMPANY	48,293.43	
80113715	FORCE AMERICA DISTRIBUTING I	1,753.11	
80113716	NAPA AUTO PARTS	3,039.52	
80113717	NORCO INC	28.47	3.05
80113718	NOVUS AUTO GLASS	269.09	
80113719	PACIFIC NW EMERGENCY EQUIPME	23.64	
80113720	PERFORMANCE SYSTEMS	332.46	

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 10

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 03/13/23
TIME: 08:17
PAGE: 6

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80113721	POMP'S TIRE SERVICE INC	5,933.40		
80113722	PREMERA BLUE CROSS OR	333,198.94		
80113723	RACOM CORPORATION	12,983.63		
80113724	SITEONE LANDSCAPE SUPPLY LLC			434.26
80113725	SOLID WASTE SYSTEMS INC	980.54		
80113726	SPECTRUM CENTER SPOKANE	10,000.00		
80113727	SPOKANE EMERGENCY PHYSICIANS	7,945.00		
80113728	SPOKANE HOUSE OF HOSE INC	222.53		
80113729	SPOKANE INT'L AIRPORT	1,238.35		
80113730	T & T GOLF MANAGEMENT INC			719.40
80113731	TRANSPORT EQUIPMENT INC	1,418.70		
80113732	US BANK OR CITY TREASURER	45,900.36		
80113733	VERTIV CORPORATION	6,366.70		

80113734	WA STATE DEPT/TRANSPORTATION	1,617.24	
80113735	WESTERN EQUIPMENT DISTRIBUTO		1,742.00
80113736	WHEELER INDUSTRIES INC	326.70	
80113737	WILDROSE LTD dba		1,660.13
80113738	ABM JANITORIAL SERVICES SOUT	4,475.18	
80113739	INLAND NW AGC APPRENTICESHIP	12,500.00	
80113740	AMETEK LAND INC	10,000.00	
80113741	ARAMARK UNIFORM SERVICES	51.35	
80113742	AVISTA UTILITIES	49,944.01	
80113743	A-L COMPRESSED GASES		160.96
80113744	BUD CLARY CHEVROLET JEEP EAG	49,854.24	
80113745	CATHOLIC CHARITIES	54,425.63	
80113746	COMMUNITY HEALTH ASSOCIATION	2,404.20	
80113747	COPIERS NORTHWEST INC	2,870.01	
80113748	DESAUTEL HEGE COMMUNICATIONS		9,237.50
80113749	DEVRIES INFORMATION MANAGEME	15.38	
80113750	DIVCO INC	750.39	
80113751	EASTSIDE ELECTRIC MOTORS	48,063.55	
80113752	ECOCHEM ANALYTICS INC	10,603.05	
80113753	FASTENAL CO	474.20	
80113754	FERGUSON ENTERPRISES INC		1,835.78
80113755	GEOCKO INC.	1,021,977.92	
80113756	FOSTER GARVEY PC	4,499.05	
80113757	AMY GUREL		560.00
80113758	HILLYARD SENIOR ACTIVITY CTR		6,666.66
80113759	INTERFAITH HOSPITALITY	85,711.49	
80113760	LAURI WEINMANN	10,555.53	
80113761	MCCOY POWER CONSULTANTS INC	7,400.00	
80113762	NAPA AUTO PARTS		346.64
80113763	OIL RE-REFINING CO INC	489.75	
80113764	PACIFIC GOLF TURF LLC		1,122.72
80113765	PIONEER HUMAN SERVICES	10,381.32	
80113766	PROJECT JOY		2,580.83
80113767	PURE FILTRATION PRODUCTS INC		82.67
80113768	RIPPLINGER ENGINEERING	3,850.00	
80113769	SPOKANE NEIGHBORHOOD ACTION	22,673.61	
80113770	HESTON HARDWARE		12.84
80113771	SPOKANE COUNTY TREASURER		551.26
80113772	SPOKANE PRO CARE INC	393.49	
80113773	SPRAGUE PEST CONTROL/DIV OF		128.53

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 10

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 03/13/23
TIME: 08:17
PAGE: 7

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80113774	STARPLEX CORP	21,205.38		
80113775	STEMHERO LLC	2,185.00		
80113776	SUMMIT LAW GROUP PLLC	318.50		
80113777	THE HUNTINGTON NATIONAL BANK			4,081.68
80113778	THOMAS DEAN & HOSKINS INC			3,354.87
80113779	VAN NESS FELDMAN LLP	142.50		
80113780	VOLUNTEERS OF AMERICA OF	38,853.25		
80113781	NARWHAL MET LLC	1,480.00		
80113782	WESTERN EQUIPMENT DISTRIBUTO			667.87
80113783	YFA CONNECTIONS	2,083.33		
80113784	YWCA	10,322.54		
80113785	ABM JANITORIAL SERVICES SOUT	591.96		
80113786	ALSCO DIVISION OF ALSCO INC	186.80		
80113787	ARAMARK UNIFORM SERVICES	619.30		
80113788	AVISTA UTILITIES	45,029.71		
80113789	SPOKANE FIRE FIGHTERS BENEFI	14,760.50		
80113790	AARON BIBBY	60.00		

80113791	BUDINGER & ASSOCIATES INC	2,541.03
80113792	CDW GOVERNMENT INC	355.05
80113793	CLARK'S CONTAINERS LLC	100.01
80113794	COLEMAN OIL COMPANY LLC	5,188.18
80113795	CONTROL SOLUTIONS NW INC	654.00
80113796	COPIERS NORTHWEST INC	776.95
80113797	L N CURTIS & SONS	68,382.79
80113798	DAVID CLARK COMPANY INC	781.75
80113799	DELTA DENTAL OF WASHINGTON	45,633.14
80113800	DIGNITARY PROTECTION TEAM FU	250.00
80113801	EDU MEMBERSHIP FUND	12.50
80113802	FASTENAL CO	1,792.18
80113803	GALLS LLC	13,255.82
80113804	GRAINGER INC	562.89
80113805	POLICE GUILD LEGAL DEFENSE	622.00
80113806	INT'L ASSN OF FIREFIGHTERS/	62,821.24
80113807	JACOBS ENGINEERING GROUP INC	10,348.53
80113808	KAISER FOUNDATION HEALTH PLA	152,561.84
80113809	KERSHAW'S INC	120.69
80113810	LANDMARK STRUCTURES I LP	9,423.75
80113811	LIFE ASSIST INC	654.58
80113812	LT & CAPT ASSOCIATION	2,220.00
80113813	LT & CAPT ASSOCIATION - LTD	747.50
80113814	LTS & CPTS LEGAL DEFENSE FUN	46.00
80113815	M & P ASSOCIATION	3,228.88
80113816	MCKINSTRY CO LLC	651.53
80113817	NICHOLAS MORSE	136.00
80113818	MUNICIPAL EMERGENCY SERVICES	62,222.65
80113819	NAPA AUTO PARTS	379.06
80113820	OGLETREE DEAKINS NASH SMOAK	261.00
80113821	PACIFIC NW EMERGENCY EQUIPME	2,250.59
80113822	PACWEST MACHINERY LLC	7,493.15
80113823	PARAMETRIX INC	14,522.50
80113824	PETE LIEN & SONS INC	30,800.85
80113825	SPOKANE POLICE GUILD	24,487.45
80113826	POMP'S TIRE SERVICE INC	408.75

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 10

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 03/13/23
TIME: 08:17
PAGE: 8

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80113827	PRO MECHANICAL SERVICES INC	1,678.16		
80113828	RACOM CORPORATION	10,186.06		
80113829	REHN & ASSOCIATES	22,991.12		
80113830	THE SALVATION ARMY	2,167,355.44		
80113831	SAN DIEGO POLICE EQUIP CO IN	6,363.75		
80113832	SPOKANE POLICE BENEFIT ASSOC	607.50		
80113833	SPOKANE POLICE CHAPLAIN	2,970.50		
80113834	SPOKANE POLICE K-9 MEMBERSHI	90.00		
80113835	SPOKANE COUNTY TREASURER	1,878.40		
80113836	SPOKANE POLICE GUILD FRATERN	884.04		
80113837	SPOKANE PUBLIC FACILITIES	296.48		
80113838	SPOKANE POLICE SWAT TEAM	400.00		
80113839	SPOKANE POLICE TACTICAL TEAM	593.00		
80113840	UNIFIRE POWER BLOWERS INC	959.52		
80113841	UNITED WAY	292.00		
80113842	US BANK TRUST NA	997,858.26		
80113843	VERIZON WIRELESS	30,665.71		
80113844	WA ST COUNCIL OF CITY & COUN	30,268.10		
80113845	WA STATE CRIMINAL JUSTICE	136.00		
80113846	WA STATE DEPT OF ECOLOGY	133,606.80		
80113847	WHITE'S BOOT INC	322.64		

80113848 JEFFREY A BEDARD
80113849 EMILY KING

180.00
56.34

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11,016,986.71	77,999.88	113,857.79
		=====
	CITYWIDE TOTAL:	11,208,844.38



Agenda Sheet for City Council Meeting of:
03/27/2023

Date Rec'd	3/23/2023
Clerk's File #	CPR 2023-0002
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-2023

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 3/17/2023. Total:\$6,814,489.97 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$5,904,728.32

Summary (Background)

Pages 1-28 Check numbers: 592797 - 592939 ACH payment numbers: 113850 - 114100 On file for review in City Clerks Office: 28 Page listing of Claims Note:

Lease? NO	Grant related?	Public Works? NO
Fiscal Impact		Budget Account
Expense \$ 5,904,728.32		# 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	PERKINS, JOHNNIE		
Additional Approvals			
Purchasing			

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 11

APPROVAL FUND SUMMARY

DATE: 03/20/23
TIME: 07:46
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	312,262.75
1100	STREET FUND	57,488.35
1200	CODE ENFORCEMENT FUND	62,380.15
1360	MISCELLANEOUS GRANTS FUND	0.00
1380	TRAFFIC CALMING MEASURES	94,858.99
1400	PARKS AND RECREATION FUND	297.95
1425	AMERICAN RESCUE PLAN	981,118.07
1460	PARKING METER REVENUE FUND	5,248.85
1620	PUBLIC SAFETY & JUDICIAL GRANT	357.00
1680	CD/HS OPERATIONS	3,497.08
1910	CRIMINAL JUSTICE ASSISTANCE FD	27,412.56
1940	CHANNEL FIVE EQUIPMENT RESERVE	6,375.42
1970	FIRE/EMS FUND	14,891.33
3200	ARTERIAL STREET FUND	32,198.52
4100	WATER DIVISION	210,000.95
4250	INTEGRATED CAPITAL MANAGEMENT	206,349.24
4300	SEWER FUND	661,946.11
4480	SOLID WASTE FUND	514,355.61
4700	DEVELOPMENT SVCS CENTER	1,272.97
5100	FLEET SERVICES FUND	225,758.76
5110	FLEET SVCS EQUIP REPL FUND	25,391.55
5200	PUBLIC WORKS AND UTILITIES	10,130.44
5300	IT FUND	57,931.74
5310	IT CAPITAL REPLACEMENT FUND	437,354.04
5400	REPROGRAPHICS FUND	9,568.30
5500	PURCHASING & STORES FUND	42.65
5600	ACCOUNTING SERVICES	5,340.89
5700	MY SPOKANE	42.65
5750	OFFICE OF PERFORMANCE MGMT	33.84
5800	RISK MANAGEMENT FUND	104,715.81
5810	WORKERS' COMPENSATION FUND	2,836.95
5830	EMPLOYEES BENEFITS FUND	715,969.35
5900	FACILITIES MANAGEMENT FUND OPS	73,082.31
5902	PROPERTY ACQUISITION POLICE	151,830.72
5904	FACILITIES CAPITAL	63,577.99
6070	FIREFIGHTERS' PENSION FUND	205,459.97
6080	POLICE PENSION FUND	80,137.02
6255	LAW ENFORCEMENT RECORDS MGMT	8,487.00
	TOTAL:	5,370,003.88

REPORT: PG3630
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 11

DATE: 03/20/23
TIME:
PAGE: 1

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/20/23
PAGE 2

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

RANDALL & DANSKIN PS	LEGAL SERVICES CHECK NO. - 00592800	1,721.50
WINSTON & CASHATT PS	LEGAL SERVICES ACH PMT NO. - 80113901	7,280.00
TOTAL FOR 0020 - NONDEPARTMENTAL		----- 9,001.50

0030 - POLICE OMBUDSMAN

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80114066	127.62
TOTAL FOR 0030 - POLICE OMBUDSMAN		----- 127.62

0100 - GENERAL FUND

STANTEC CONSULTING SERVICES INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80114044	4,860.75
US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80114095	180,861.24
TOTAL FOR 0100 - GENERAL FUND		----- 185,721.99

0230 - CIVIL SERVICE

JUDITH GILMORE	OTHER MISC CHARGES ACH PMT NO. - 80114098	105.00
PUBLIC SAFETY TESTING INC	PROFESSIONAL SERVICES CHECK NO. - 00592933	2,825.00
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80113966	1,913.36
TOTAL FOR 0230 - CIVIL SERVICE		----- 4,843.36

0300 - HUMAN SERVICES

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80113936	85.30
TOTAL FOR 0300 - HUMAN SERVICES		----- 85.30

0320 - COUNCIL

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/20/23
PAGE 3

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80113966	665.61
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US BANK TRAVEL CARD	PER DIEM ACH PMT NO. - 80113966	21.00
TOTAL FOR 0320 - COUNCIL		686.61
0330 - PUBLIC AFFAIRS/COMMUNICATIONS		
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80114051	333.28
TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		333.28
0350 - COMMUNITY CENTERS		
MARTIN LUTHER KING JR FAMILY OUTREACH CENTER	CONTRACTUAL SERVICES ACH PMT NO. - 80113885	44,025.00
TOTAL FOR 0350 - COMMUNITY CENTERS		44,025.00
0370 - ENGINEERING SERVICES		
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80113904	19.49
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80114066	210.88
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80113966	650.00
TOTAL FOR 0370 - ENGINEERING SERVICES		880.37
0410 - FINANCE		
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80113966	435.98
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80114051	222.89
TOTAL FOR 0410 - FINANCE		658.87
0450 - NEIGHBHD HOUSING HUMAN SVCS		
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80114051	85.30
HONORABLE MAYOR AND COUNCIL MEMBERS		03/20/23 PAGE 4
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS		85.30
0480 - OFFICE OF CIVIL RIGHTS		
VERIZON WIRELESS	CELL PHONE	

ACH PMT NO. - 80114051 42.65

TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS 42.65

0500 - LEGAL

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80113856	15.28
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80114066	415.18
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80113870	8.55
EASTERN WASHINGTON ATTORNEY	LEGAL SERVICES	
SERVICES INC	CHECK NO. - 00592797	75.00
GORLEY LOGISTICS LLC	OPERATING SUPPLIES	
dba FIKES NORTHWEST	ACH PMT NO. - 80114000	21.75

TOTAL FOR 0500 - LEGAL 535.76

0520 - MAYOR

ALLIED ENVELOPE	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80113972	209.82
COPIERS NORTHWEST INC	OFFICE SUPPLIES	
	ACH PMT NO. - 80113865	140.81
US BANK TRAVEL CARD	AIRFARE	
	ACH PMT NO. - 80113966	2,459.51
US BANK TRAVEL CARD	LODGING	
	ACH PMT NO. - 80113966	1,166.17
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80113966	40.00
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80114051	255.90

TOTAL FOR 0520 - MAYOR 4,272.21

0550 - NEIGHBORHOOD SERVICES

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/20/23
PAGE 5

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AMBER GROE	LOCAL MILEAGE	
	ACH PMT NO. - 80114059	33.41
AMBER GROE	OPERATING SUPPLIES	
	ACH PMT NO. - 80113938	21.76
ANN DEASY	LOCAL MILEAGE	
	ACH PMT NO. - 80114067	13.36
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80113936	170.60

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		----- 239.13
0560 - MUNICIPAL COURT		

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80114066	141.58
UNIVERSAL PROTECTION SERVICE DBA ALLIED UNIVERSAL SECURITY	ALARM/SECURITY SERVICES ACH PMT NO. - 80113852	499.32
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80114051	554.45
TOTAL FOR 0560 - MUNICIPAL COURT		----- 1,195.35
0620 - HUMAN RESOURCES		

INLAND IMAGING LLC	MEDICAL SERVICES CHECK NO. - 00592900	700.00
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00592902	552.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80114051	294.46
TOTAL FOR 0620 - HUMAN RESOURCES		----- 1,546.46
0650 - PLANNING SERVICES		

SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80114036	12.50
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80113936	85.09
TOTAL FOR 0650 - PLANNING SERVICES		----- 97.59
0680 - POLICE		

HONORABLE MAYOR AND COUNCIL MEMBERS		03/20/23 PAGE 6
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80114062	240.00
ALL ABOUT TOWING SERVICES	TOWING EXPENSE ACH PMT NO. - 80113851	553.72
ALWAYS TOWING & ROAD SERVICE	TOWING EXPENSE ACH PMT NO. - 80113854	657.18
CELLEBRITE USA INC	SOFTWARE MAINTENANCE CHECK NO. - 00592925	1,930.94
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114066	67.38

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80114069	153.90
DR LOUIS C SOWERS	MEDICAL SERVICES ACH PMT NO. - 80114040	2,400.00
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80113875	553.59
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80114076	150.51
INT'L ASSN OF CHIEFS OF POLICE	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80113881	240.00
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00592901	228.64
LEXIS-NEXIS RISK & ANALYTICS GROUP ACCURINT-ACCT 1189340	BACKGROUND CHECKS ACH PMT NO. - 80114080	163.50
LEXIS-NEXIS RISK & ANALYTICS GROUP ACCURINT-ACCT 1189340	SOFTWARE MAINTENANCE ACH PMT NO. - 80114080	256.38
PUBLIC SAFETY TESTING INC	PROFESSIONAL SERVICES CHECK NO. - 00592933	660.00
SCRIBSOFT HOLDINGS INC DBA PERMITIUM	ACCOUNTS RECEIVABLE-MISC CHECK NO. - 00592935	370.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80114092	65.21
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80113966	13,732.41
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80113966	10,403.02
US BANK TRAVEL CARD	OPERATING SUPPLIES ACH PMT NO. - 80113966	9.28
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80113966	2,460.81

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/20/23
PAGE 7

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80113966	16,226.25
WA STATE EMPLOYMENT SECURITY DEPARTMENT	MISC SERVICES/CHARGES CHECK NO. - 00592938	15.00

TOTAL FOR 0680 - POLICE

51,537.72

0690 - COMMUNITY JUSTICE SERVICES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80114066	197.05
JRM ENTERPRISES INC DBA PROFESSIONAL LANGUAGE	INTERPRETER COSTS ACH PMT NO. - 80114012	168.00

TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES 365.05

0700 - PUBLIC DEFENDER

CHARLES R DELGADO LEGAL SERVICES
DBA DELGADO INVESTIGATIONS LLC ACH PMT NO. - 80113868 1,667.25

PAUL TAPIA LEGAL SERVICES
TAPIA INVESTIGATIVE SERVICES ACH PMT NO. - 80113895 455.00

PROVOST PROFESSIONAL LEGAL SERVICES
INVESTIGATIONS ACH PMT NO. - 80113893 391.11

US BANK TRAVEL CARD AIRFARE
ACH PMT NO. - 80113966 1,234.38

TOTAL FOR 0700 - PUBLIC DEFENDER 3,747.74

0750 - COMMUNITY/ECONOMIC DEV DVSN

MAUL FOSTER & ALONGI, INC CONTRACTUAL SERVICES
ACH PMT NO. - 80114018 2,233.89

TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN 2,233.89

1100 - STREET FUND

ARAMARK UNIFORM SERVICES LAUNDRY/JANITORIAL SERVICES
AUS WEST LOCKBOX ACH PMT NO. - 80113904 60.87

AVISTA UTILITIES UTILITY LIGHT/POWER SERVICE
ACH PMT NO. - 80113905 2,098.41

BKK ENTERPRISES LLC REPAIR & MAINTENANCE SUPPLIES
ACH PMT NO. - 80113907 2,153.92

HONORABLE MAYOR 03/20/23
AND COUNCIL MEMBERS PAGE 8

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CARLSON SHEET METAL WORKS INC REPAIR & MAINTENANCE SUPPLIES
ACH PMT NO. - 80113908 4,446.11

CENTURYLINK TELEPHONE
CHECK NO. - 00592804 140.71

CUSTOM SALT SOLUTIONS LLC REPAIR & MAINTENANCE SUPPLIES
CHECK NO. - 00592806 5,149.05

FASTENAL CO OPERATING SUPPLIES
ACH PMT NO. - 80113912 358.52

GMCO CORP REPAIR & MAINTENANCE SUPPLIES
DBA ROADWISE ACH PMT NO. - 80113914 39,289.26

NORCO INC OPERATING SUPPLIES
ACH PMT NO. - 80113923 6.10

NORTHWEST INDUSTRIAL SERVICES OPERATING RENTALS/LEASES
DBA AMERICAN ON SITE SERVICES ACH PMT NO. - 80113903 420.00

RONALD L VAN CURLER PERMITS/OTHER FEES
CHECK NO. - 00592836 102.00

STELLAR INDUSTRIAL SUPPLY INC	CLOTHING ACH PMT NO. - 80114045	1,472.62
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80113936	597.10
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80113936	519.14
WA STATE DEPT/TRANSPORTATION	CONTRACTUAL SERVICES ACH PMT NO. - 80113897	646.46
WHITWORTH WATER DISTRICT NO 2	PUBLIC UTILITY SERVICE CHECK NO. - 00592842	28.08
TOTAL FOR 1100 - STREET FUND		57,488.35

1200 - CODE ENFORCEMENT FUND

BUD CLARY CHEVROLET JEEP EAGLE	VEHICLES ACH PMT NO. - 80113860	60,095.88
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80113931	1,668.60
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80113936	615.67
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		62,380.15

1360 - MISCELLANEOUS GRANTS FUND

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/20/23
PAGE 9

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

STANTEC CONSULTING SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80114044	4,860.75
STANTEC CONSULTING SERVICES INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80114044	4,860.75-
TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND		0.00

1380 - TRAFFIC CALMING MEASURES

ADOLPHE JOSEPH & SUE CHARLOTTE OUELLETTE	PHOTO RED FINES CHECK NO. - 00592929	29.00
ANTHONY CHRISTIAN DELIGT 4902 N MAGNOLIA	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00592928	0.11
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80113977	191.73
CHARLENE GRESHAM 3307 E 55TH AVE	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00592927	240.00
DOWL LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80113872	94,049.15

PETER GEORGE & HELEN DOROTHY FORTIN	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00592931	299.00
SHARON CABE 901 E HOLYOKE	PHOTO RED FINES CHECK NO. - 00592930	50.00
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		94,858.99

1400 - PARKS AND RECREATION FUND

LEE & HAYES PC	PROFESSIONAL SERVICES ACH PMT NO. - 80113883	76.00
SIMPLIFILE LC	OTHER CAPITALIZED COSTS ACH PMT NO. - 80113930	221.95
TOTAL FOR 1400 - PARKS AND RECREATION FUND		297.95

1425 - AMERICAN RESCUE PLAN

APIC SPOKANE DBA ASIANS FOR COLLECTIVE	CONTRACTUAL SERVICES ACH PMT NO. - 80113976	45,000.00
COMPASSIONATE ADDICTION TREATMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80113984	45,000.00
CREATE YOUR STATEMENT DBA STATEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80113989	45,000.00

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/20/23
PAGE 10

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FEAST COLLECTIVE DBA FEAST WORLD KITCHEN	CONTRACTUAL SERVICES ACH PMT NO. - 80113997	45,000.00
GERMAN AMERICAN SOCIETY OF SPOKANE	CONTRACTUAL SERVICES CHECK NO. - 00592898	45,000.00
HEALTH AND JUSTICE RECOVERY ALLIANCE	CONTRACTUAL SERVICES ACH PMT NO. - 80114005	45,000.00
HISPANIC BUSINESS ASSOCIATION FOUNDATION OF THE INLAND	CONTRACTUAL SERVICES CHECK NO. - 00592899	45,000.00
IF YOU COULD SAVE JUST ONE	CONTRACTUAL SERVICES ACH PMT NO. - 80114009	45,000.00
JEWELS HELPING HANDS	CONTRACTUAL SERVICES ACH PMT NO. - 80114011	45,000.00
MHA SPEAKOUT SPEAKUP	CONTRACTUAL SERVICES ACH PMT NO. - 80114019	36,194.07
MIA - MUJERES IN ACTION	CONTRACTUAL SERVICES CHECK NO. - 00592909	45,000.00
NAMI SPOKANE	CONTRACTUAL SERVICES ACH PMT NO. - 80114022	45,000.00
OUR CLUB	CONTRACTUAL SERVICES CHECK NO. - 00592912	45,000.00
RAZE DEVELOPMENT INC	CONTRACTUAL SERVICES	

	CHECK NO. - 00592914	41,106.00
SHADLE PARK PRESBYTERIAN CHURCH	CONTRACTUAL SERVICES ACH PMT NO. - 80114035	45,000.00
SOUTH ASIA CULTURAL ASSOCIATION	CONTRACTUAL SERVICES ACH PMT NO. - 80114039	3,818.00
SPARK CENTRAL	CONTRACTUAL SERVICES CHECK NO. - 00592916	45,000.00
SPOKANE AIDS NETWORK	CONTRACTUAL SERVICES ACH PMT NO. - 80114041	45,000.00
SPOKANE HEARING ORAL PROGRAM OF EXCELLENCE	CONTRACTUAL SERVICES CHECK NO. - 00592917	45,000.00
TERRAIN PROGRAMS	CONTRACTUAL SERVICES ACH PMT NO. - 80114046	45,000.00
URBANOVA	CONTRACTUAL SERVICES ACH PMT NO. - 80114049	45,000.00
VETS PSYCH CORPS INC DBA VETSGARAGE	CONTRACTUAL SERVICES ACH PMT NO. - 80114052	45,000.00
WOMENS & CHILDRENS FREE RESTAURANT	CONTRACTUAL SERVICES ACH PMT NO. - 80114058	45,000.00

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/20/23
PAGE 11

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1425 - AMERICAN RESCUE PLAN	-----	981,118.07
1460 - PARKING METER REVENUE FUND		
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80113998	201.23
MACKAY METERS INC	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80114017	3,870.00
PEROVICH PARTNERS INC dba SPEEDPRO IMAGING	OPERATING SUPPLIES CHECK NO. - 00592831	151.28
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80113936	746.27
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80113936	280.07
TOTAL FOR 1460 - PARKING METER REVENUE FUND	-----	5,248.85
1620 - PUBLIC SAFETY & JUDICIAL GRANT		
INLAND NORTHWEST WILDLIFE COUNCIL	REGISTRATION/SCHOOLING CHECK NO. - 00592852	357.00
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT	-----	357.00

1680 - CD/HS OPERATIONS

US BANK TRAVEL CARD	AIRFARE	
	ACH PMT NO. - 80113966	180.00
US BANK TRAVEL CARD	LODGING	
	ACH PMT NO. - 80113966	3,241.65
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80113966	75.43
TOTAL FOR 1680 - CD/HS OPERATIONS		----- 3,497.08
1910 - CRIMINAL JUSTICE ASSISTANCE FD		

ALCOHOL MONITORING SYSTEMS INC	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80113850	10,933.94
COLVICO INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80113864	14,489.37
W BUSINESS SOLUTIONS LLC DBA TRANSBLUE	SNOW REMOVAL SERVICES	
	ACH PMT NO. - 80114053	1,989.25
HONORABLE MAYOR AND COUNCIL MEMBERS		03/20/23 PAGE 12
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD		----- 27,412.56
1940 - CHANNEL FIVE EQUIPMENT RESERVE		

KEY CODE MEDIA INC ABS WASHINGTON	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80113953	6,375.42
TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE		----- 6,375.42
1970 - FIRE/EMS FUND		

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80113973	70.87
CAMTEK INC	ALARM/SECURITY SERVICES	
	ACH PMT NO. - 80113980	395.67
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80114066	887.22
DESERT DIAMOND INDUSTRIES LLC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80113991	1,830.00
FASTENAL CO	MINOR EQUIPMENT	
	ACH PMT NO. - 80113912	28.63
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80113912	1,306.59
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80113912	482.21
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80113912	208.49

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80113998	6.71
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80113878	517.04
GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80113871	137.34
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80114007	4,468.60
LAKEYLAND INC DBA NORTHWEST SAFETY CLEAN	CLOTHING ALTERATIONS & REPAIRS	
	ACH PMT NO. - 80113925	155.49
NORCO INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80114025	583.15
NORCO INC	SAFETY SUPPLIES	
	ACH PMT NO. - 80113887	170.82

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/20/23
PAGE 13

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

POMP'S TIRE SERVICE INC	VEHICLE REPAIRS/MAINT	
	ACH PMT NO. - 80114031	76.30
US BANK TRAVEL CARD	AIRFARE	
	ACH PMT NO. - 80113966	3,051.50
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80113966	350.00
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES	
	-	164.70
TOTAL FOR 1970 - FIRE/EMS FUND		14,891.33

3200 - ARTERIAL STREET FUND

AREC 25 LLC	RIGHT OF WAY	
	CHECK NO. - 00592848	1,000.00
BIG BIDNESS LLC	RIGHT OF WAY	
	CHECK NO. - 00592849	3,721.00
CATHOLIC CEMETERIES OF SPOKANE HOLY CROSS FUNERAL & CEMETERY	RIGHT OF WAY	
	CHECK NO. - 00592850	10,986.00
HDR ENGINEERING INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80114004	8,569.36
LANCE FRANKLIN COX DBA LFC PROPERTIES LLC	RIGHT OF WAY	
	CHECK NO. - 00592851	7,922.16
TOTAL FOR 3200 - ARTERIAL STREET FUND		32,198.52

4100 - WATER DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80113970	928.22
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES	

	ACH PMT NO. - 80113982	489.44
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80114066	688.94
COPIERS NORTHWEST INC	REPAIRS/MAINTENANCE ACH PMT NO. - 80113987	152.55
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80113988	45,920.58
FASTENAL CO	MINOR EQUIPMENT ACH PMT NO. - 80113996	2,406.72
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80114073	1,826.41

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/20/23
PAGE 14

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80113998	45.83
GARLAND PRINTING CO	PRINTING/BINDING/REPRO CHECK NO. - 00592897	196.20
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80114003	11,576.78
HELWIG CARBON PRODUCTS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80114006	2,152.68
MARK ZIELFELDER	PERMITS/OTHER FEES ACH PMT NO. - 80114100	191.00
NEPTUNE TECHNOLOGY GROUP INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80114024	53,674.34
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80114025	40.46
NORFOLK IRON & METAL CO DBA CDA METALS	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00592895	1,188.47
SOUND WATER SERVICES INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00592936	7,169.06
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00592937	73,885.97
SPOKANE COUNTY TREASURER	OPERATING ASSESSMENTS/TAXES ACH PMT NO. - 80114042	1,133.04
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80113966	568.98
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80113966	266.33
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80113966	205.88
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	193.74
WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY	OTHER MISC CHARGES ACH PMT NO. - 80114097	5,099.33

TOTAL FOR 4100 - WATER DIVISION

210,000.95

4250 - INTEGRATED CAPITAL MANAGEMENT

GEO ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80114001	1,464.50
GHD INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80113877	20,052.57

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/20/23
PAGE 15

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HDR ENGINEERING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80114004	1,389.73
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80114016	5,166.25
PALL CORPORATION dba PALL ADVANCED SEPARATIONS SYSTEMS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80114029	120,000.00
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80113891	13,172.63
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00592937	44,549.08
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80113966	554.48

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT

206,349.24

4310 - SEWER MAINTENANCE DIVISION

COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80114065	9,506.28
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80114066	85.77
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00592937	53,799.13
SPOKANE COUNTY TREASURER	OPERATING ASSESSMENTS/TAXES ACH PMT NO. - 80114042	36.50
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80113966	1,741.76
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80113966	27.00

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION

65,196.44

4320 - RIVERSIDE PARK RECLAMATION FAC

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80114064	248.33
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AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80114064	105.34
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	MINOR EQUIPMENT ACH PMT NO. - 80113863	1,205.39
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80114066	792.23

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/20/23
PAGE 16

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80113998	70.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00592937	45,912.43
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80113966	750.00
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		49,083.72

4330 - STORMWATER		

LYLE T RAYFUSE	PERMITS/OTHER FEES CHECK NO. - 00592934	136.00
TOTAL FOR 4330 - STORMWATER		136.00

4360 - ENVIRONMENTAL PROGRAMS		

US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80113966	1,135.94
TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS		1,135.94

4370 - SEWER CONSTRUCTION FUND		

WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT ACH PMT NO. - 80113898	142,808.74
WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS ACH PMT NO. - 80113898	403,585.27
TOTAL FOR 4370 - SEWER CONSTRUCTION FUND		546,394.01

4480 - SOLID WASTE FUND		

SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00592937	926.60
TOTAL FOR 4480 - SOLID WASTE FUND		926.60

4490 - SOLID WASTE DISPOSAL		

ADVANCED CHEMICAL TRANSPORT	HAZARDOUS WASTE DISPOSAL	

DBA ACTENVIRO	ACH PMT NO. - 80113971	541.62
AIRGAS SPECIALTY PRODUCTS INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00592922	23,845.25

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/20/23
PAGE 17

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO. - 80113858	101.37
BARR-TECH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80113978	12,368.30
BRANDSAFWAY SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114090	50,020.57
BRANOM OPERATING COMPANY LLC BRANOM INSTRUMENT COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80113859	1,806.90
BUD CLARY CHEVROLET JEEP EAGLE	VEHICLES ACH PMT NO. - 80113860	51,380.52
CASCADE AUTOMATION INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80113981	5,312.66
CENTURYLINK	TELEPHONE CHECK NO. - 00592894	46.01
CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80113986	719.96
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80114066	379.35
EASTSIDE ELECTRIC MOTORS INTEGRATED POWER SERVICES LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114070	572.25
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80114072	2,143.54
EXCHANGE PUBLISHING	ADVERTISING ACH PMT NO. - 80113995	200.00
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80114073	222.13
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80114073	1,160.42
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80114073	208.08
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80114000	7.25
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80114077	1,752.14
HELFRICH BROTHERS BOILER WORKS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114078	6,035.76
HYDRAULICS PLUS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114008	4,912.05
MATT HOUSTON dba SKUNKWORKS	CONTRACTUAL SERVICES ACH PMT NO. - 80114037	1,050.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80114021	3,366.53
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80114086	1.50
NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80113888	4,164.67
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80113974	663.71
ONLINE CLEANING SERVICES	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114087	9,352.20
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80114088	33,253.43
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00592937	20,336.34
WASHINGTON EQUIPMENT MANUFACTURING CO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114096	23,421.38
WESTERN STATES EQUIPMENT CO	OPERATING RENTALS/LEASES ACH PMT NO. - 80114057	7,729.74
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		----- 267,075.63

4500 - SOLID WASTE COLLECTION

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80114063	2,125.45
BIG BELLY SOLAR LLC	MINOR EQUIPMENT CHECK NO. - 00592923	14,608.18
CASCADE ENGINEERING INC	MINOR EQUIPMENT CHECK NO. - 00592924	1,329.80
CENTURYLINK	TELEPHONE CHECK NO. - 00592926	208.73
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80114066	306.10
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80114073	933.96
FAT KAT ENTERPRISES DBA OUTLAW KITCHEN & CATERING	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80113957	1,495.37
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80114074	72.49
LINN MACHINE & MFG	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114081	47,243.53

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00592937	51,211.10
SPOKANE COUNTY TREASURER	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80114092	125,170.12
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80113966	1,122.80
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80113966	147.35
TOTAL FOR 4500 - SOLID WASTE COLLECTION		----- 245,974.98

4530 - SOLID WASTE LANDFILLS

NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80113887	46.05
SPOKANE COUNTY TREASURER	OPERATING ASSESSMENTS/TAXES ACH PMT NO. - 80114042	332.35
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		----- 378.40

4700 - DEVELOPMENT SVCS CENTER

ACCENT STOVE & SPA 1622 N DIVISION ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00592816	27.00
ANDERSON'S HEATING & PLUMBING 13903 E TRENT AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00592932	66.00
FIVE STAR PLUMBING LLC 3624 E SPRINGFIELD AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00592821	4.00
FRANC QUINTO RH COOKE & ASSOCIATES	PERMIT REFUNDS PAYABLE CHECK NO. - 00592819	60.00
HEINEMANN CONSTRUCTION LLC 15918 E 21ST CT	PERMIT REFUNDS PAYABLE CHECK NO. - 00592817	2.00
JONATHAN JANSSEN 11607 N BEDIVERE DR	PERMIT REFUNDS PAYABLE CHECK NO. - 00592820	48.00
LISA MARTIN EPIC	PERMIT REFUNDS PAYABLE CHECK NO. - 00592822	20.00
MATT COFFEY ATLUS CONSTRUCTION LLC	PERMIT REFUNDS PAYABLE CHECK NO. - 00592823	25.00
MR CHIMNEY INC 119 N STONE ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00592825	10.00
OK ELECTRIC INC 3721 E CENTRAL AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00592904	15.00

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/20/23
PAGE 20

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OPN CAPITAL	PERMIT REFUNDS PAYABLE
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799 S STEVENS ST	CHECK NO. - 00592906	25.75
RAPTOR ROOTER & PLUMBING LLC 815 S COLLINS RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00592907	129.00
RYLAND CARTER CONSTRUCTION 8516 N FOREST BLVD	PERMIT REFUNDS PAYABLE CHECK NO. - 00592818	2.00
SIMPLIFILE LC	LEGAL SERVICES ACH PMT NO. - 80113930	421.90
STURM HEATING & A/C SHANNON SPOOR	PERMIT REFUNDS PAYABLE CHECK NO. - 00592905	44.00
THE BARTON BOYS HTG & AIR COND 7221 E NORA AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00592903	20.00
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80113966	211.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80113936	127.32
WESSLEN CONSTRUCTION CAMERON CARROL	PERMIT REFUNDS PAYABLE CHECK NO. - 00592908	15.00
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		1,272.97

5100 - FLEET SERVICES FUND

ALASKA RUBBER GROUP INC DBA ARG INDUSTRIAL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00592893	214.03
AMERIGAS PROPANE LP DBA NORTHERN ENERGY	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80113975	43.13
BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113979	40.08
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80113982	920.29
CINTAS CORPORATION NO 2	SAFETY SUPPLIES ACH PMT NO. - 80113861	792.96
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80113983	64,481.37
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80113985	554.01
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80113990	16,202.76
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113990	5,989.33

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/20/23
PAGE 21

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00592896	96.55
ENVIRO-CLEAN EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113993	184.92

EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80113994	1,425.72
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80114002	7,171.70
GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80113992	1,643.38
HYDRAULICS PLUS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80114008	5,982.77
KENWORTH SALES COMPANY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114013	17,410.71
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80114013	325.92
MEGA WASH LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80113956	26.14
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80114020	2,144.00
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80114023	238.71
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80114023	3,130.98
NORTH DIVISION MUFFLER CLINIC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114026	119.90
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80113889	496.45
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00592911	3.88
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80114028	137.38
PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80114030	301.65
PEAK INDUSTRIAL INC DBA PEAK THERMO KING	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00592913	430.91
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80114031	610.13
RACOM CORPORATION	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80114033	155.82

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/20/23
PAGE 22

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

RWC INTERNATIONAL LTD	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80114034	2,667.37
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00592915	156.57
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80114038	2,723.68

SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80114043	1,397.20
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80113965	74,288.18
TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80114048	1,597.90
TRUCKPRO HOLDING CORPORATION DBA TNT TRUCK PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00592918	594.67
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80113966	301.04
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80113966	12.00
WASHINGTON AUTO CARRIAGE FABRICATION & TRUCK EQUIP INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80114054	106.72
WENDLE FORD NISSAN ISUZU	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114055	6,875.64
WENDLE FORD NISSAN ISUZU	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80114055	1,588.45
WESTERN REFUSE & RECYCLING EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80114056	2,173.76

TOTAL FOR 5100 - FLEET SERVICES FUND		225,758.76
5110 - FLEET SVCS EQUIP REPL FUND		

TRAFFIC SAFETY SUPPLY INC	VEHICLES ACH PMT NO. - 80114047	25,391.55

TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND		25,391.55
5200 - PUBLIC WORKS AND UTILITIES		

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80113870	257.20
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00592937	307.55
HONORABLE MAYOR AND COUNCIL MEMBERS		03/20/23 PAGE 23
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80113962	9,565.69

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		10,130.44
5300 - IT FUND		

DECISIONS AS	SUBSCRIPTION BASED IT ARNGMTS CHECK NO. - 00592807	18,450.00
EMPHASYS COMPUTER SOLUTIONS	SOFTWARE MAINTENANCE	

DBA EMPHASYS SOFTWARE SYMPRO	ACH PMT NO. - 80113874	22,247.55
HYLAND SOFTWARE INC	REGISTRATION/SCHOOLING CHECK NO. - 00592798	5,596.00
PITNEY BOWES	HARDWARE MAINTENANCE CHECK NO. - 00592853	1,851.98
PITNEY BOWES	OPERATING RENTALS/LEASES CHECK NO. - 00592853	6,200.10
SHI CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80114036	290.59
WA STATE DEPT OF REVENUE	REGISTRATION/SCHOOLING -	503.64
WA STATE DEPT OF REVENUE	SUBSCRIPTION BASED IT ARNGMTS -	1,660.50
ZAYO GROUP HOLDINGS INC	TELEPHONE ACH PMT NO. - 80113902	1,131.38
TOTAL FOR 5300 - IT FUND		57,931.74

5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80113869	1,636.86
STRUCTURED COMMUNICATION SYSTEMS INC	COMPUTER/MICRO EQUIPMENT ACH PMT NO. - 80113933	435,717.18
TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		437,354.04

5400 - REPROGRAPHICS FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80113865	6,774.14
KERSHAW INC	OPERATING SUPPLIES ACH PMT NO. - 80114014	301.33

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/20/23
PAGE 24

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PRINT REACH INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80114032	2,492.83
TOTAL FOR 5400 - REPROGRAPHICS FUND		9,568.30

5500 - PURCHASING & STORES FUND

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80114051	42.65
TOTAL FOR 5500 - PURCHASING & STORES FUND		42.65

5600 - ACCOUNTING SERVICES

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80113926	2,911.00
US BANK TRAVEL CARD	LODGING	
	ACH PMT NO. - 80113966	296.57
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80113966	1,968.00
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80114051	85.30
VERIZON WIRELESS	IT/DATA SERVICES	
	ACH PMT NO. - 80114051	80.02
TOTAL FOR 5600 - ACCOUNTING SERVICES		----- 5,340.89
5700 - MY SPOKANE		

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80113936	42.65
TOTAL FOR 5700 - MY SPOKANE		----- 42.65
5750 - OFFICE OF PERFORMANCE MGMT		

SHI CORP	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80114036	33.84
TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		----- 33.84
5800 - RISK MANAGEMENT FUND		

US BANK OR CITY TREASURER	INSURANCE CLAIMS	
LIABILITY CLAIMS	ACH PMT NO. - 80114050	104,715.81
HONORABLE MAYOR		03/20/23
AND COUNCIL MEMBERS		PAGE 25
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
TOTAL FOR 5800 - RISK MANAGEMENT FUND		----- 104,715.81
5810 - WORKERS' COMPENSATION FUND		

DATA DIMENSIONS LLC	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80113867	300.00
DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80113869	1,166.35
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80114051	170.60
VICTOR J GIAMPIETRI II	CONTRACTUAL SERVICES	
DBA WA STATE FIRST AID	ACH PMT NO. - 80113899	1,200.00
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		----- 2,836.95

5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80114068	38,245.10
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80114079	160,396.93
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80113958	517,327.32
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		715,969.35

5900 - FACILITIES MANAGEMENT FUND OPS

ALL STAR FENCE LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80113942	4,403.00
AM HARDWARE CO	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80113855	299.48
ORKIN	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00592799	113.36
ROCKIN' DW CONSTRUCTION INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80113894	24,072.42
W BUSINESS SOLUTIONS LLC DBA TRANSBLUE	SNOW REMOVAL SERVICES ACH PMT NO. - 80114053	44,194.05
TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS		73,082.31

5902 - PROPERTY ACQUISITION POLICE

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/20/23
PAGE 26

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BUD CLARY CHEVROLET JEEP EAGLE	VEHICLES ACH PMT NO. - 80113860	118,537.56
ROCKIN' DW CONSTRUCTION INC	BUILDING IMPROVEMENTS ACH PMT NO. - 80113894	31,788.99
SHARP SHOOTING INDOOR RANGE	MINOR EQUIPMENT ACH PMT NO. - 80114091	1,504.17
TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE		151,830.72

5904 - FACILITIES CAPITAL

ROCKIN' DW CONSTRUCTION INC	BUILDING IMPROVEMENTS ACH PMT NO. - 80113894	63,577.99
TOTAL FOR 5904 - FACILITIES CAPITAL		63,577.99

6200 - FIREFIGHTERS' PENSION FUND

CHARLES KETURAKAT	SERVICE REIMBURSEMENT
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	CHECK NO. - 00592814	1,157.00
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80114068	3,368.00
EVERGREEN FOUNTAINS LLC	SERVICE REIMBURSEMENT CHECK NO. - 00592810	8,094.00
EVERGREEN FOUNTAINS LLC	SERVICE REIMBURSEMENT CHECK NO. - 00592811	1,200.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00592812	22,415.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00592812	7,571.00
KJERSTEN HERON PLLC DBA DIVISION STREET DENTAL	SERVICE REIMBURSEMENT CHECK NO. - 00592815	182.04
MADRONA PEAK LLC GENERATIONS HOME CARE	SERVICE REIMBURSEMENT CHECK NO. - 00592813	10,242.07
MOSS-ADAMS LLP	CONTRACTUAL SERVICES ACH PMT NO. - 80114084	10,500.00
NORTH RIDGE HOUSE INC	SERVICE REIMBURSEMENT ACH PMT NO. - 80113924	5,000.00
NORTH RIDGE HOUSE INC	SERVICE REIMBURSEMENT ACH PMT NO. - 80113924	4,810.00
NORTHLAND HEARING CENTERS INC DBA NEW SOUND HEARING CENTERS	SERVICE REIMBURSEMENT CHECK NO. - 00592910	216.95

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/20/23
PAGE 27

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OMNICARE LLC	SERVICE REIMBURSEMENT	
EVERGREEN PHARMACEUTICAL LLC	CHECK NO. - 00592827	20.96
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80113958	81,053.55
RALPH D BROWN	SERVICE REIMBURSEMENT CHECK NO. - 00592802	202.00
RONALD E BUCKNER	SERVICE REIMBURSEMENT CHECK NO. - 00592803	228.82
ROSAUER'S PHARMACY	SERVICE REIMBURSEMENT CHECK NO. - 00592829	27.27
SNOW PEAK 1 LIBERTY LAKE REAL ESTATE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00592830	4,475.00
SNOW PEAK 1 LIBERTY LAKE REAL ESTATE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00592830	2,850.00
SPOKANE CARE GROUP LLC dba PINE RIDGE ALZHEIMER'S	SERVICE REIMBURSEMENT CHECK NO. - 00592832	10,065.00
SPOKANE CARE GROUP LLC dba PINE RIDGE ALZHEIMER'S	SERVICE REIMBURSEMENT CHECK NO. - 00592832	7,375.00
UNITED METHODIST HOMES dba ROCKWOOD SOUTH HILL	SERVICE REIMBURSEMENT CHECK NO. - 00592828	17,996.31

WELLTOWER PEGASUS TENNANT LLC dba SOUTH HILL VILLAGE	SERVICE REIMBURSEMENT CHECK NO. - 00592838	5,335.00
WELLTOWER PEGASUS TENNANT LLC dba SOUTH HILL VILLAGE	SERVICE REIMBURSEMENT CHECK NO. - 00592839	1,075.00
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		205,459.97

6255 - LAW ENFORCEMENT RECORDS MGMT

WA STATE PATROL	DEPOSIT-SPD STATE REMITTANCE CHECK NO. - 00592939	8,487.00
TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT		8,487.00

6300 - POLICE PENSION

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80114068	3,530.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00592812	13,870.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00592812	5,255.00

HONORABLE MAYOR
AND COUNCIL MEMBERS

03/20/23
PAGE 28

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FRANK CRAMER	SERVICE REIMBURSEMENT CHECK NO. - 00592805	3,000.00
GREGORY C HARSHMAN	SERVICE REIMBURSEMENT ACH PMT NO. - 80113939	23.00
JAMES MANSON	SERVICE REIMBURSEMENT CHECK NO. - 00592826	2,670.50
MOSS-ADAMS LLP	CONTRACTUAL SERVICES ACH PMT NO. - 80114084	10,500.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80113958	30,889.60
ROSAUER'S PHARMACY	SERVICE REIMBURSEMENT CHECK NO. - 00592829	56.76
SULLIVAN VENTURES, LLC DBA SULLIVAN PARK ASSISTED LVG	SERVICE REIMBURSEMENT CHECK NO. - 00592835	4,810.00
SULLIVAN VENTURES, LLC DBA SULLIVAN PARK ASSISTED LVG	SERVICE REIMBURSEMENT CHECK NO. - 00592835	1,700.00
WELLTOWER PEGASUS TENNANT LLC dba SOUTH HILL VILLAGE	SERVICE REIMBURSEMENT CHECK NO. - 00592840	2,997.50
WELLTOWER PEGASUS TENNANT LLC dba SOUTH HILL VILLAGE	SERVICE REIMBURSEMENT CHECK NO. - 00592841	834.66

TOTAL FOR 6300 - POLICE PENSION		80,137.02
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TOTAL CLAIMS

5,370,003.88

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 11

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 03/20/23
TIME: 07:46
PAGE: 1

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	2,522.58	158.79	
00592797	EASTERN WASHINGTON ATTORNEY	75.00		
00592798	HYLAND SOFTWARE INC	5,596.00		
00592799	ORKIN	113.36		
00592800	RANDALL & DANSKIN PS	1,721.50		
00592801	SPOKANE CITY TREASURER		1,026.38	
00592802	RALPH D BROWN	202.00		
00592803	RONALD E BUCKNER	228.82		
00592804	CENTURYLINK	140.71		
00592805	FRANK CRAMER	3,000.00		
00592806	CUSTOM SALT SOLUTIONS LLC	5,149.05		
00592807	DECISIONS AS	18,450.00		
00592808	EVERGREEN FOUNTAINS LLC	4,075.00		
00592809	EVERGREEN FOUNTAINS LLC	500.00		
00592810	EVERGREEN FOUNTAINS LLC	4,019.00		
00592811	EVERGREEN FOUNTAINS LLC	700.00		
00592812	FAIRWINDS SPOKANE LLC	49,111.00		
00592813	MADRONA PEAK LLC	10,242.07		
00592814	CHARLES KETURAKAT	1,157.00		
00592815	KJERSTEN HERON PLLC	182.04		
00592816	ACCENT STOVE & SPA	27.00		
00592817	HEINEMANN CONSTRUCTION LLC	2.00		
00592818	RYLAND CARTER CONSTRUCTION	2.00		
00592819	FRANC QUINTO	60.00		
00592820	JONATHAN JANSSEN	48.00		
00592821	FIVE STAR PLUMBING LLC	4.00		
00592822	LISA MARTIN	20.00		
00592823	MATT COFFEY	25.00		
00592824	STURM HEATING & A/C	20.00		
00592825	MR CHIMNEY INC	10.00		
00592826	JAMES MANSON	2,670.50		
00592827	OMNICARE LLC	20.96		
00592828	UNITED METHODIST HOMES	17,996.31		
00592829	ROSAUER'S PHARMACY	84.03		
00592830	SNOW PEAK 1 LIBERTY LAKE REA	7,325.00		
00592831	PEROVICH PARTNERS INC	151.28		
00592832	SPOKANE CARE GROUP LLC	17,440.00		
00592833	SPOKANE CITY TREASURER OR	7,936.07		
00592835	SULLIVAN VENTURES, LLC	6,510.00		
00592836	RONALD L VAN CURLER	102.00		
00592838	WELLTOWER PEGASUS TENNANT LL	5,335.00		
00592839	WELLTOWER PEGASUS TENNANT LL	1,075.00		
00592840	WELLTOWER PEGASUS TENNANT LL	2,997.50		
00592841	WELLTOWER PEGASUS TENNANT LL	834.66		
00592842	WHITWORTH WATER DISTRICT NO	28.08		
00592843	CENTER POINT PUBLISHING INC		46.74	
00592844	DEVIKA GATES		100.00	
00592845	MOBIUS SPOKANE		5,000.00	
00592846	STANDARD PLUMBING & HEATING		2,430.43	
00592848	AREC 25 LLC	1,000.00		
00592849	BIG BIDNESS LLC	3,721.00		
00592850	CATHOLIC CEMETERIES OF SPOKA	10,986.00		
00592851	LANCE FRANKLIN COX	7,922.16		

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 11

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 03/20/23
TIME: 07:46
PAGE: 2

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00592852	INLAND NORTHWEST WILDLIFE	357.00		
00592853	PITNEY BOWES	8,052.08		
00592854	SAFETY KLEEN CORPORATION			167.86
00592893	ALASKA RUBBER GROUP INC	214.03		
00592894	CENTURYLINK	46.01		
00592895	NORFOLK IRON & METAL CO	1,188.47		
00592896	DIRECT AUTOMOTIVE DISTRIBUTI	96.55		
00592897	GARLAND PRINTING CO	196.20		
00592898	GERMAN AMERICAN SOCIETY OF	45,000.00		
00592899	HISPANIC BUSINESS ASSOCIATIO	45,000.00		
00592900	INLAND IMAGING LLC	700.00		
00592901	KAISER FOUNDATION HEALTH OF	228.64		
00592902	KAISER FOUNDATION HEALTH OF	552.00		
00592903	THE BARTON BOYS HTG & AIR CO	20.00		
00592904	OK ELECTRIC INC	15.00		
00592905	STURM HEATING & A/C	24.00		
00592906	OPN CAPITAL	25.75		
00592907	RAPTOR ROOTER & PLUMBING LLC	129.00		
00592908	WESSLEN CONSTRUCTION	15.00		
00592909	MIA - MUJERES IN ACTION	45,000.00		
00592910	NORTHLAND HEARING CENTERS IN	216.95		
00592911	O'REILLY AUTOMOTIVE STORES I	3.88		
00592912	OUR CLUB	45,000.00		
00592913	PEAK INDUSTRIAL INC	430.91		
00592914	RAZE DEVELOPMENT INC	41,106.00		
00592915	SIX ROBBLEES INC	156.57		
00592916	SPARK CENTRAL	45,000.00		
00592917	SPOKANE HEARING ORAL PROGRAM	45,000.00		
00592918	TRUCKPRO HOLDING CORPORATION	594.67		
00592919	CENTURYLINK			46.01
00592920	CSWW INC			425.73
00592921	VERMEER MOUNTAIN WEST INC			262.66
00592922	AIRGAS SPECIALTY PRODUCTS IN	23,845.25		
00592923	BIG BELLY SOLAR LLC	14,608.18		
00592924	CASCADE ENGINEERING INC	1,329.80		
00592925	CELLEBRITE USA INC	1,930.94		
00592926	CENTURYLINK	208.73		
00592927	CHARLENE GRESHAM	240.00		
00592928	ANTHONY CHRISTIAN DELIGT	0.11		
00592929	ADOLPHE JOSEPH & SUE CHARLOT	29.00		
00592930	SHARON CABE	50.00		
00592931	PETER GEORGE & HELEN DOROTHY	299.00		
00592932	ANDERSON'S HEATING & PLUMBIN	66.00		
00592933	PUBLIC SAFETY TESTING INC	3,485.00		
00592934	LYLE T RAYFUSE	136.00		
00592935	SCRIBSOFT HOLDINGS INC	370.00		
00592936	SOUND WATER SERVICES INC	7,169.06		
00592937	SPOKANE CITY TREASURER OR	282,992.13		
00592938	WA STATE EMPLOYMENT SECURITY	15.00		
00592939	WA STATE PATROL	8,487.00		
80113850	ALCOHOL MONITORING SYSTEMS I	10,933.94		
80113851	ALL ABOUT TOWING SERVICES	553.72		
80113852	UNIVERSAL PROTECTION SERVICE	499.32		

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 11

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 03/20/23
TIME: 07:46
PAGE: 3

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80113853	ALSCO DIVISION OF ALSCO INC	2.64		

80113854	ALWAYS TOWING & ROAD SERVICE	657.18	
80113855	AM HARDWARE CO	299.48	
80113856	ARAMARK UNIFORM SERVICES	15.28	
80113857	AVIDEX INDUSTRIES LLC		80,297.09
80113858	BANNER FURNACE & FUEL	101.37	
80113859	BRANOM OPERATING COMPANY LLC	1,806.90	
80113860	BUD CLARY CHEVROLET JEEP EAG	230,013.96	
80113861	CINTAS CORPORATION NO 2	792.96	
80113862	COLEMAN OIL COMPANY LLC	36,435.64	
80113863	COLUMBIA ELECTRIC SUPPLY/DIV	1,205.39	
80113864	COLVICO INC	14,489.37	
80113865	COPIERS NORTHWEST INC	7,321.85	
80113866	CUMMINS NORTHWEST LLC	1,339.67	
80113867	DATA DIMENSIONS LLC	300.00	
80113868	CHARLES R DELGADO	1,667.25	
80113869	DELL MARKETING LP	2,803.21	
80113870	DEVRIES INFORMATION MANAGEME	265.75	
80113871	GWP HOLDINGS LLC	137.34	
80113872	DOWL LLC	94,049.15	
80113873	ELJAY OIL CO INC	1,298.39	
80113874	EMPHASYS COMPUTER SOLUTIONS	22,247.55	
80113875	EVERGREEN STATE TOWING LLC	1,448.48	
80113876	FASTENAL CO	972.94	
80113877	GHD INC	20,052.57	
80113878	GORDON TRUCK CENTERS INC DBA	517.04	
80113879	HELVETICKA INC		26,619.67
80113880	HUGHES FIRE EQUIPMENT INC	834.55	
80113881	INT'L ASSN OF CHIEFS OF POLI	240.00	
80113882	KENWORTH SALES COMPANY	16,110.53	
80113883	LEE & HAYES PC	76.00	
80113884	LSB CONSULTING ENGINEERS PLL	1,951.25	
80113885	MARTIN LUTHER KING JR FAMILY	44,025.00	
80113886	MERIDIAN CONSTRUCTION INC		195,582.97
80113887	NORCO INC	776.61	
80113888	NORTHSTAR CHEMICAL INC	4,164.67	
80113889	NOVUS AUTO GLASS	496.45	
80113890	WORKSPACE DEVELOPMENT LLC		100,470.16
80113891	PARAMETRIX INC	13,172.63	
80113892	PERKINS COIE LLP		225.45
80113893	PROVOST PROFESSIONAL	391.11	
80113894	ROCKIN' DW CONSTRUCTION INC	119,439.40	
80113895	PAUL TAPIA	455.00	
80113896	TOBY'S BODY & FENDER INC	48,063.88	
80113897	WA STATE DEPT/TRANSPORTATION	646.46	
80113898	WA STATE DEPT OF ECOLOGY	546,394.01	
80113899	VICTOR J GIAMPIETRI II	1,200.00	
80113900	WALKER CONSTRUCTION INC		38,509.70
80113901	WINSTON & CASHATT PS	7,280.00	
80113902	ZAYO GROUP HOLDINGS INC	1,131.38	
80113903	NORTHWEST INDUSTRIAL SERVICE	420.00	
80113904	ARAMARK UNIFORM SERVICES	80.36	
80113905	AVISTA UTILITIES	2,098.41	

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 11

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 03/20/23
TIME: 07:46
PAGE: 4

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80113906	BAKER & TAYLOR BOOKS		11,242.94	
80113907	BKK ENTERPRISES LLC	2,153.92		
80113908	CARLSON SHEET METAL WORKS IN	4,446.11		
80113909	CENGAGE LEARNING INC		255.94	
80113910	CINTAS CORPORATION		38.15	

80113911	EXPRESS NAME TAGS & MORE, IN		44.10
80113912	FASTENAL CO	2,384.44	
80113913	GEO ENGINEERS INC	1,190.50	
80113914	GMCO CORP	39,289.26	
80113915	HUMANIX HUMAN RESOURCE		1,786.00
80113916	LSB CONSULTING ENGINEERS PLL	635.00	
80113917	LUCAS HOLDING LLC		1,717.60
80113918	MACKIN BOOK COMPANY DBA		6,184.51
80113919	MICROSOFT CORPORATION		1,235.62
80113920	MIDWEST TAPE		22.86
80113921	MK SOLUTIONS INC		204.38
80113922	NEXUS INLAND NW		150.00
80113923	NORCO INC	6.10	
80113924	NORTH RIDGE HOUSE INC	9,810.00	
80113925	LAKEYLAND INC DBA	155.49	
80113926	OFFICE OF STATE AUDITOR	2,911.00	
80113927	OVERDRIVE INC		8,057.05
80113928	QUADIENT LEASING USA INC		508.26
80113929	SECURITAS SECURITY SERVICES		33,946.67
80113930	SIMPLIFILE LC	643.85	
80113931	SPOKANE COUNTY TREASURER	1,668.60	
80113932	SPOKANE HARDWARE SUPPLY INC		2,260.87
80113933	STRUCTURED COMMUNICATION	435,717.18	
80113934	ULINE INC		907.74
80113935	URLACHER ENTERPRISES INC DBA		5,323.56
80113936	VERIZON WIRELESS	3,269.21	
80113937	REMELISA CULLITAN		32.49
80113938	AMBER GROE	21.76	
80113939	GREGORY C HARSHMAN	23.00	
80113940	NEIL, MASON		2,687.30
80113941	TONY LAMAR NEWTON		792.00
80113942	ALL STAR FENCE LLC	4,403.00	
80113943	ALSCO DIVISION OF ALSCO INC		4.58
80113944	NORTHWEST INDUSTRIAL SERVICE		1,960.00
80113945	BETTER HEALTH TOGETHER	16,365.69	
80113946	CHEM-AQUA INC		2,019.95
80113947	COPIERS NORTHWEST INC		554.80
80113948	CORBIN SENIOR ACTIVITY CENTE		2,612.50
80113949	DEVRIES INFORMATION MANAGEME		8.55
80113950	DOPPELMAYER USA INC		30,518.80
80113951	ELECTRIC CITY INC		2,236.12
80113952	GOODWILL INDUSTRIES OF THE	169,637.86	
80113953	KEY CODE MEDIA INC	6,375.42	
80113954	LIBERTY PARK COMMUNITY	15,596.31	
80113955	MARTIN LUTHER KING JR FAMILY		3,483.33
80113956	MEGA WASH LLC	26.14	
80113957	FAT KAT ENTERPRISES	1,495.37	
80113958	PREMERA BLUE CROSS OR	629,270.47	

REPORT: PG3640

CITY OF SPOKANE

DATE: 03/20/23

SYSTEM: FMSAP

COUNCIL CHECK RANGE/TOTAL

TIME: 07:46

USER: MANAGER

PAGE: 5

RUN NO: 11

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80113959	SPOKANE NEIGHBORHOOD ACTION	164,816.57		
80113960	SOUTHSIDE SENIOR & COMMUNITY			7,736.84
80113961	SOUTHWEST SPOKANE COMMUNITY			3,328.92
80113962	SPOKANE COUNTY TREASURER	9,565.69		
80113963	STANDARD DIGITAL PRINT CO IN			46.88
80113964	THE JERICHO ROAD	102,058.22		
80113965	TOBY'S BODY & FENDER INC	26,224.30		
80113966	US BANK TRAVEL CARD	67,625.49		
80113967	VIETZKE EXCAVATING			249.61

80113968	YFA CONNECTIONS	2,083.33	
80113969	YWCA	20,613.96	
80113970	ACTION MATERIALS	928.22	
80113971	ADVANCED CHEMICAL TRANSPORT	541.62	
80113972	ALLIED ENVELOPE	209.82	
80113973	ALSCO DIVISION OF ALSCO INC	68.23	
80113974	NORTHWEST INDUSTRIAL SERVICE	663.71	
80113975	AMERIGAS PROPANE LP	43.13	
80113976	APIC SPOKANE	45,000.00	
80113977	AVISTA UTILITIES	191.73	
80113978	BARR-TECH LLC	12,368.30	
80113979	BATTERY SYSTEMS INC	40.08	
80113980	CAMTEK INC	395.67	
80113981	CASCADE AUTOMATION INC	5,312.66	
80113982	CINTAS CORPORATION	1,409.73	
80113983	COLEMAN OIL COMPANY LLC	28,045.73	
80113984	COMPASSIONATE ADDICTION	45,000.00	
80113985	CONNELL OIL INC	554.01	
80113986	CONTRACT DESIGN ASSOCIATES I	719.96	
80113987	COPIERS NORTHWEST INC	387.88	
80113988	CORE & MAIN LP	45,920.58	
80113989	CREATE YOUR STATEMENT	45,000.00	
80113990	CUMMINS NORTHWEST LLC	20,852.42	
80113991	DESERT DIAMOND INDUSTRIES LL	1,830.00	
80113992	GWP HOLDINGS LLC	1,643.38	
80113993	ENVIRO-CLEAN EQUIPMENT INC	184.92	
80113994	EVERGREEN STATE TOWING LLC	530.83	
80113995	EXCHANGE PUBLISHING	200.00	
80113996	FASTENAL CO	2,406.72	
80113997	FEAST COLLECTIVE	45,000.00	
80113998	FEDERAL EXPRESS CORP/DBA FED	323.77	
80113999	FERGUSON ENTERPRISES INC		50.69
80114000	GORLEY LOGISTICS LLC	29.00	
80114001	GEO ENGINEERS INC	274.00	
80114002	GORDON TRUCK CENTERS INC DBA	7,171.70	
80114003	H D FOWLER COMPANY	11,576.78	
80114004	HDR ENGINEERING INC	9,959.09	
80114005	HEALTH AND JUSTICE RECOVERY	45,000.00	
80114006	HELWIG CARBON PRODUCTS INC	2,152.68	
80114007	HUGHES FIRE EQUIPMENT INC	3,634.05	
80114008	HYDRAULICS PLUS INC	10,894.82	
80114009	IF YOU COULD SAVE JUST ONE	45,000.00	
80114010	JAY CONDIOTTI		189.00
80114011	JEWELS HELPING HANDS	45,000.00	

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 11

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 03/20/23
TIME: 07:46
PAGE: 6

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80114012	JRM ENTERPRISES INC	168.00		
80114013	KENWORTH SALES COMPANY	1,626.10		
80114014	KERSHAW INC	301.33		
80114015	LAWRENCE B STONE PROPERTIES	26,752.50		
80114016	LSB CONSULTING ENGINEERS PLL	2,580.00		
80114017	MACKAY METERS INC	3,870.00		
80114018	MAUL FOSTER & ALONGI, INC	2,233.89		
80114019	MHA SPEAKOUT SPEAKUP	36,194.07		
80114020	MOTION AUTO SUPPLY	2,144.00		
80114021	NALCO CO	3,366.53		
80114022	NAMI SPOKANE	45,000.00		
80114023	NAPA AUTO PARTS	3,369.69		
80114024	NEPTUNE TECHNOLOGY GROUP INC	53,674.34		

80114025	NORCO INC	63.87	
80114026	NORTH DIVISION MUFFLER CLINI	119.90	
80114027	OXARC INC		6.21
80114028	PACWEST MACHINERY LLC	137.38	
80114029	PALL CORPORATION dba PALL	120,000.00	
80114030	PAPE MACHINERY INC	301.65	
80114031	POMP'S TIRE SERVICE INC	686.43	
80114032	PRINT REACH INC	2,492.83	
80114033	RACOM CORPORATION	155.82	
80114034	RWC INTERNATIONAL LTD	2,667.37	
80114035	SHADLE PARK PRESBYTERIAN	45,000.00	
80114036	SHI CORP	336.93	
80114037	MATT HOUSTON	1,050.00	
80114038	SOLID WASTE SYSTEMS INC	2,723.68	
80114039	SOUTH ASIA CULTURAL	3,818.00	
80114040	DR LOUIS C SOWERS	2,400.00	
80114041	SPOKANE AIDS NETWORK	45,000.00	
80114042	SPOKANE COUNTY TREASURER	1,501.89	70.50
80114043	SPOKANE HOUSE OF HOSE INC	1,397.20	
80114044	STANTEC CONSULTING SERVICES	4,860.75	
80114045	STELLAR INDUSTRIAL SUPPLY IN	1,472.62	
80114046	TERRAIN PROGRAMS	45,000.00	
80114047	TRAFFIC SAFETY SUPPLY INC	25,391.55	
80114048	TRANSPORT EQUIPMENT INC	1,597.90	
80114049	URBANOVA	45,000.00	
80114050	US BANK OR CITY TREASURER	104,715.81	
80114051	VERIZON WIRELESS	2,167.50	
80114052	VETS PSYCH CORPS INC	45,000.00	
80114053	W BUSINESS SOLUTIONS LLC	46,183.30	
80114054	WASHINGTON AUTO CARRIAGE	106.72	
80114055	WENDLE FORD NISSAN ISUZU	8,464.09	
80114056	WESTERN REFUSE & RECYCLING	2,173.76	
80114057	WESTERN STATES EQUIPMENT CO	7,729.74	
80114058	WOMENS & CHILDRENS FREE	45,000.00	
80114059	AMBER GROE	33.41	
80114060	MELODE HALL		220.50
80114061	MARK POIRIER		73.16
80114062	ACRANET CBS BRANCH/DIV OF	240.00	
80114063	ALSCO DIVISION OF ALSCO INC	2,125.45	
80114064	AVISTA UTILITIES	353.67	

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 11

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 03/20/23
TIME: 07:46
PAGE: 7

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80114065	COLEMAN OIL COMPANY LLC	9,506.28		
80114066	COPIERS NORTHWEST INC	3,657.07		
80114067	ANN DEASY	13.36		
80114068	DELTA DENTAL OF WASHINGTON	45,143.10		
80114069	DEVRIES INFORMATION MANAGEME	153.90		
80114070	EASTSIDE ELECTRIC MOTORS	572.25		
80114071	EBSCO INFORMATION SERVICES		2,500.00	
80114072	ELJAY OIL CO INC	845.15		
80114073	FASTENAL CO	3,378.06		
80114074	GORLEY LOGISTICS LLC	72.49		
80114075	FIRE SYSTEMS WEST INC		953.76	
80114076	GRAINGER INC	150.51		
80114077	HASKINS STEEL CO INC	1,752.14		
80114078	HELFRICH BROTHERS BOILER WOR	6,035.76		
80114079	KAISER FOUNDATION HEALTH PLA	160,396.93		
80114080	LEXIS-NEXIS RISK & ANALYTICS	419.88		
80114081	LINN MACHINE & MFG	47,243.53		

80114082	MACKIN BOOK COMPANY DBA		121,546.51	
80114083	MERIDIAN CONSTRUCTION INC		193,915.33	
80114084	MOSS-ADAMS LLP	37,800.00		
80114085	NATIONAL COLOR GRAPHICS INC		402.21	
80114086	NORCO INC	1.50		
80114087	ONLINE CLEANING SERVICES	9,352.20		
80114088	PETE LIEN & SONS INC	33,253.43		
80114089	PUBLIC LIBRARIES OF WASHINGT		1,783.69	
80114090	BRANDSAFWAY SERVICES INC	50,020.57		
80114091	SHARP SHOOTING INDOOR RANGE	1,504.17		
80114092	SPOKANE COUNTY TREASURER	125,235.33		
80114093	SPOKANE HARDWARE SUPPLY INC		345.70	
80114094	TRM SERVICES INC		271.69	
80114095	US BANK P CARD PAYMENTS	180,861.24		
80114096	WASHINGTON EQUIPMENT	23,421.38		
80114097	WEST PLAINS AIRPORT AREA	5,099.33		
80114098	JUDITH GILMORE	105.00		
80114099	CARIS O MALLEY		3,904.14	
80114100	MARK ZIELFELDER	191.00		
		-----	-----	-----
		5,904,728.32	853,488.45	56,273.20
				=====
			CITYWIDE TOTAL:	6,814,489.97



Agenda Sheet for City Council Meeting of:

03/27/2023

Date Rec'd	3/22/2023
Clerk's File #	CPR 2023-0003
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	MICHELLE MURRAY 6032
Contact E-Mail	MMURRAY@SPOKANECITY.ORG
Agenda Item Type	Claim Item
Agenda Item Name	5600-ACCOUNTING-PAYROLL

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: March 18, 2023.
Payroll check #567299 through check #567426 \$8,600,408.25

Summary (Background)

N/A

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 8,600,408.25

Select \$

Select \$

Select \$

Budget Account

N/A

#

#

#

Approvals

Dept Head MURRAY, MICHELLE

Division Director WALLACE, TONYA

Finance MURRAY, MICHELLE

Legal PICCOLO, MIKE

For the Mayor PERKINS, JOHNNIE

Council Notifications

Study Session\Other

Council Sponsor

Distribution List

Additional Approvals

Purchasing

**PAYROLL RECAP BY FUND
PAY PERIOD ENDING MARCH 18, 2023**

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	12,881.85
0230	CIVIL SERVICE	50,923.26
0260	CITY CLERK	18,612.81
0320	COUNCIL	57,199.22
0330	PUBLIC AFFAIRS / COMMUNICATIONS	30,309.24
0370	ENGINEERING SERVICES	181,434.31
0410	FINANCE	43,963.20
0430	GRANTS MNGMT & FINANCIAL ASSIST	0.00
0450	CD/HS DIVISION	12,483.20
0470	HISTORIC PRESERVATION	7,724.00
0480	OFFICE OF CIVIL RIGHTS,EQUITY, & INCLUSION	3,200.80
0500	LEGAL	132,364.65
0520	MAYOR	33,083.30
0550	NEIGHBORHOOD SERVICES	14,444.80
05601	MUNICIPAL COURT	119,107.10
0570	OFFICE OF HEARING EXAMINER	7,984.00
0620	HUMAN RESOURCES	25,354.34
0650	PLANNING SERVICES	59,194.41
0680	POLICE	2,111,509.04
0690	PROBATION SERVICES	44,736.04
0700	PUBLIC DEFENDERS	88,608.84
0750	ECONOMIC DEVELOPMENT	9,368.80
0860	TREASURER	0.00
	TOTAL GENERAL FUND	3,064,487.21

FUND	FUND NAME	TOTAL
1100	STREET	261,322.23
1200	CODE ENFORCEMENT	64,190.66
1300	LIBRARY	237,832.33
1400	PARKS AND RECREATION	309,327.90
1425	AMERICAN RESCUE PLAN	5,022.72
1460	PARKING METER	33,581.01
1620	PUBLIC SAFETY & JUDICIAL GRANT	40,594.56
1625	PUBLIC SAFETY PERSONNEL	170,596.76
1680	CD/HS	69,121.76
1970	EMS FUND	1,732,109.31
4100	WATER	479,199.96
4250	INTEGRATED CAPITAL FUND	57,292.88
4300	SEWER	613,494.72
4480	REFUSE	588,152.54
4600	GOLF	34,019.52
4700	GENERAL SERVICES FUND	177,365.79
5100	FLEET SERVICE	113,145.75
5200	PUBLIC WORKS & UTILITY FUND	55,103.20
5300	MIS	207,465.88
5400	REPROGRAPHICS	7,443.20
5500	PURCHASING	27,455.20
5600	ACCOUNTING SERVICES	120,063.28
5700	MY SPOKANE	33,585.82
5750	PROJECT MANAGEMENT OFFICE	21,116.80
5810	WORKER'S COMPENSATION	19,814.32
5830	SELF-FUNDED MEDICAL/DENTAL	10,338.22
5900	ASSET MANAGEMENT	39,751.92
6060	CITY RETIREMENT	7,412.80
	TOTAL	8,600,408.25

MEETING MINUTES
City of Spokane
City Council Study Session
March 9, 2023

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/806530478>

Attendance:

Committee Members Present: Council President Pro Tem Kinnear, Council Members Stratton, Zappone (virtual) and Bingle.

Committee Members Absent: Council President Beggs, Council Members Cathcart and Wilkerson

Agenda Items:

1. Facilities Update – MLK Jr. Center at East Central
 - Presenters:
Jeff Teal, City of Spokane
 - Action taken:
No action taken. Presentation and discussion only.

Executive Session: None

Adjournment:

The meeting adjourned at 11:40 p.m.

Minutes prepared and submitted for publication in the March, 15, 2023, issue of the Official Gazette.

Hannahlee Allers
Director, Council Office

Approved by City Council on March, 27, 2023.

Breean Beggs
City Council President

Attest:

Terri L. Pfister
City Clerk

MEETING MINUTES
City of Spokane
City Council Study Session
March 16, 2023

Call to Order: 11:00 a.m.

Recording of the meeting may be viewed here at <https://vimeo.com/spokanecitycouncil>.

Direct link: <https://vimeo.com/809158152>

Attendance:

Committee Members Present: Council President Beggs (arrived at 11:04 a.m.), Council Members Kinnear, Stratton, Cathcart, Wilkerson and Zappone.

Committee Members Absent: Council Member Bingle

Agenda Items:

1. Short-Term Rental Data Review & Code Proposals

➤ Presenters:

Donna DeBit, City of Spokane; Amanda Beck, City of Spokane; Elizabeth Schoedel, City of Spokane

➤ Action taken:

No action taken. Presentation and discussion only.

2. 6-Year Streets Program Update

➤ Presenters:

Kevin Picanco, City of Spokane; Inga Note, City of Spokane

➤ Action taken:

No action taken. Presentation and discussion only.

Executive Session: None

Adjournment:

The meeting adjourned at 12:16 p.m.

Minutes prepared and submitted for publication in the March, 22, 2023, issue of the Official Gazette.

Hannahlee Allers
Director, Council Office

Approved by City Council on March, 27, 2023.

Breean Beggs
City Council President

Attest:

Terri L. Pfister
City Clerk



Agenda Sheet for City Council Meeting of:
03/27/2023

Date Rec'd	3/15/2023
Clerk's File #	OPR 2023-0370
Renews #	
Cross Ref #	
Project #	
Bid #	SOURCEWELL 011822
Requisition #	BT

Submitting Dept	FIRE
Contact Name/Phone	BRIAN SCHAEFFER 7001
Contact E-Mail	BSCHAEFFER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1970 - FIRE LEXIPOL POLICY MANAGEMENT CONTRACT

Agenda Wording

Contract between the Spokane Fire Department and Lexipol to provide policy and procedures management and implementation. Total cost will \$125,382.90 plus tax.

Summary (Background)

The SFD's Policy and Procedure Manuals contain over 300 pages of individual guidelines. Many are legacy documents that are over 20 years old. The manual is consistently out of date and places the agency at higher risk on several fronts. As the department has hired nearly 100 new personnel and promoted many mid-level managers, it has become critical that we address the doctrine and associated training for the protection of our personnel, managers, and City.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ \$125,382.90 (plus tax)
Select	\$
Select	\$
Select	\$

Budget Account

#	5903-79125-22200-54201-99999
#	
#	

Approvals

Dept Head	SCHAEFFER, BRIAN
Division Director	SCHAEFFER, BRIAN
Finance	SCHMITT, KEVIN
Legal	PICCOLO, MIKE
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	Public Safety - 3/6/23
Council Sponsor	CM Wilkerson & CM Cathcart

Distribution List

bschaeffer@spokanecity.org
kschmitt@spokanecity.org
fireaccounting@spokanecity.org
Jeff Hopper (jhopper@lexipol.com)

Additional Approvals

Purchasing	PRINCE, THEA

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Fire
Contact Name	Brian Schaefer
Contact Email & Phone	bschaeffer@spokanefire.org 509-625-7001
Council Sponsor(s)	Wilkerson, Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 0
Agenda Item Name	Lexipol Program
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The SFD's Policy and Procedure Manuals contain over 300 pages of individual guidelines. Many are legacy documents that are over 20 years old. The manual is consistently out-of-date and places the agency at higher risk on several fronts. As the department has hired nearly 100 new personnel and promoted many mid-level managers, it has become critical that we address the doctrine and associated training for the protection of our personnel, managers, and City. To update the manual, the process will require significant legal research and technical rewriting that the department does not have. Our estimates indicate that a new re-write would take several years under perfect conditions, and a formal updating process would need outside assistance. The SFD intends to utilize an existing contract with Lexipol and begin implementation in FY2023 with anticipated rollout of FY2024. This endeavor is a Labor/Management project and is intended to improve SFDs performance and ensure compliance on all risks. The contract is comprehensive and accomplishes the current and future needs for the department. SPD is also a long-time customer of Lexipro for the identical program.
Proposed Council Action	Approve
Fiscal Impact	
Total Cost SourceWell Contract # is 011822-LXP – 125,382.90	
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: Fire/EMS budget	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Procedures and policies provide guidance to organizational employees that operate in high-risk environments.	
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?	

The contract with Lexipol requires the system to provide ongoing training throughout the year and immediate updates of policies when approved through administration. Policies are sent out to the entire department, reviewed, and acknowledged by individuals for compliance reporting.

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? SFD Strategic Plan Goal #1 Reduce the number and severity of emergency incidents. Goal #2 Foster an environment conducive to the safety and health of us all.



MASTER SERVICE AGREEMENT

Agency's Name: Spokane Fire Department
Agency's Address: 44 W Riverside Ave
Spokane, Washington 99201

Agency's Sourcewell Member ID: 33592

Attention: Chief Brian Schaeffer

Sales Rep: Jeff Hopper
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date: _____
(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 011822-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Spokane Fire Department

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Lexipol, LLC

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months)	USD 29,382.00	5%	USD 1,469.10	USD 27,912.90
	Subscription Line Items Total			USD 1,469.10	USD 27,912.90
1	Fire Full Implementation	USD 102,600.00	5%	USD 5,130.00	USD 97,470.00
	One-Time Line Items Total			USD 5,130.00	USD 97,470.00
				USD 6,599.10	USD 125,382.90
				Sourcewell Discount:	USD 6,599.10
				TOTAL:	USD 125,382.90

*Fire pricing is based on 330 Fire Authorized Staff.

Custom Agreement Terms

Discount Notes

5% Sourcewell Discount



SOLUTIONS PROPOSAL



PREPARED FOR:

Spokane Fire Department
Fire Chief Brian Schaeffer
bschaeffer@spokanecity.org
(509) 625-7000

PREPARED BY:

Jeff Hopper
jhopper@lexipol.com
(816) 788-6644

2611 Internet Blvd, Ste 100
Frisco, Texas 75034
(844) 312-9500
www.lexipol.com

Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, state and federal accreditation, training, mental and physical wellness and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 10,000 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, accreditation, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated policies
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 440 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, achieve accreditation, develop training or wellness content, or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with Spokane Fire Department to address your unique challenges.

Scope of Services

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Fire Procedures

Clear and accessible procedures are imperative to ensure safe, effective and consistent emergency response and personnel interactions. Lexipol's fire procedures, based on national best practices, give you critical operational and administrative procedures as well as a template to build on.

- More than 35 best practice procedures designed to support safe and effective operations
- Tactical procedures address the operations most often cited as contributing to firefighter injury or death as well as the most common call types
- Administrative procedures address the areas of highest legal liability as well as best practices for organizational success
- Scenario-based training reinforces live training
- Mobile-friendly decision trees and checklists prevent essential steps from being missed

Full Implementation

Lexipol's Full Implementation Service is individually tailored for agencies who want a start-to-finish, comprehensive policy adoption assistance. Lexipol's experienced Professional Services staff will:

- Streamline the process of policy adoption
- Assist your agency in developing a policy manual that meets your unique needs, philosophy and project timeline
- Integrate pre-existing agency content into appropriate sections within the policy manual
- Use a proven structure of policy editing and content merging, which will provide a framework to expedite subsequent policy updates and Daily Training Bulletin administration

Proposal

Prepared By: Jeff Hopper
 Phone: (816) 788-6644
 Email: jhopper@lexipol.com

Quote #: Q-55878-1
 Date: 2/21/2023
 Valid Through: 5/22/2023

Overview

Lexipol empowers first responders and public servants to best meet the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support, committed to improving the quality of life for all community members. Our solutions include state-specific policies, online learning, behavioral health resources, funding assistance, and industry news and information offered through the websites Police1, FireRescue1, EMS1 and Corrections1. Lexipol serves more than 2 million public safety and government professionals in over 10,000 agencies and municipalities. The services proposed below are designed to meet your agency's specific goals and needs.

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months)	USD 29,382.00	5%	USD 1,469.10	USD 27,912.90
	Subscription Line Items Total			USD 1,469.10	USD 27,912.90
1	Fire Full Implementation	USD 102,600.00	5%	USD 5,130.00	USD 97,470.00
	One-Time Line Items Total			USD 5,130.00	USD 97,470.00
				USD 6,599.10	USD 125,382.90
				Discount:	USD 6,599.10
				TOTAL:	USD 125,382.90

*Fire pricing is based on 330 Fire Authorized Staff.

Discount Notes

5% Sourcwell Discount

ACCELERATE YOUR NEW POLICY SOLUTION

Assistance Tailored For Your Agency

You're committed to adopting a new policy manual. But are you prepared?

A policy rewrite and update project requires dedicated time and effort. You'll be faced with difficult questions about your current policies and procedures, and you'll need to conduct a critical analysis of every aspect of your operations.

At the same time, adopting and customizing new policies is an opportunity to bring your personnel together around a shared vision, and redefine your organizational culture.

You want to get it right. But many departments can't do it alone.

Optimize Your Policy Investment

Lexipol's Professional Services provide:

- Flexible policy customization assistance designed to fit your specific needs
- Guidance from policy consultants who average 30 years of experience in public safety
- A proven structure of policy review & approval developed from our experience with more than 575 implementation projects
- Project management assistance to help you meet your timeline & avoid common policy adoption pitfalls

5X FASTER

Customers who take advantage of our help typically complete their manuals 5 times faster than those who go it alone.

With Lexipol Professional Services, you'll:

- Spend less time and fewer resources on policy review and customization
- Avoid the frustration of making foreseeable mistakes and having to redo work
- Benefit from efficient project management strategies
- Lay a foundation for policy consistency and accountability

Lexipol's Professional Services Options Include:



Policy Cross-Reference

An annotated analysis of your existing policies against the Lexipol master content, identifying gaps in your current policies and agency-specific content you'll want to retain.



Implementation Policy Tiers

Benefit from our proven, systematic approach to implementing policies. Each tier represents about 20% of the manual and includes one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively. Choose one or more tiers to jumpstart your new manual or combine all five for the quickest implementation.

Tier 1 – High-Risk Policies: Foundational policies necessary to provide structure and authority to your policy manual, as well as policies addressing high-risk, low-frequency and high-risk, high-frequency incidents.

Tier 2 – High-Liability Policies: Policies that relate to common day-to-day calls for service that have a higher level of potential liability.

Tier 3 – Daily Operations Policies: Policies needed for orderly daily operations of your organization.

Tier 4 – Defensibility Policies: Policies essential to agency and agency member defensibility, including civil liability-related topics.

Tier 5 – Operational Consistency Policies: Policies needed to ensure operational consistency across your organization.



Full Policy Implementation

Start-to-finish, comprehensive policy adoption assistance, including the Policy Cross-Reference and collaborative implementation of Tiers 1-5. We work hand-in-hand with you to meet your agency's unique needs, philosophy and project timeline.

Not sure what service is right for your agency?

Lexipol can develop an implementation package to fit your budget and time constraints.

What Our Customers Are Saying:



"Departments should recognize their limitations and realize that they likely don't have the resources to do it on their own. Implementation Services is key to getting it done."

Major Jeff Fox
Vigo County (IN) Sheriff's Office



"A lot of departments are operating in a black hole when it comes to the policy review process. Lexipol has it figured out; they have great tools they can give you. Chiefs don't have to reinvent the wheel; they can just follow the step-by-step process."

Assistant Chief Scott Neal
Bullhead City (AZ) Fire Department

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “party” and collectively as the “parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 “Agency Data” means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 “Agreement” means the combination of: the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Effective Date” means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the “Effective Date.”

1.5 “Initial Term” means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 “Lexipol Content” means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 “Services” means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the Cover Page. Unless expressly stated in the “Custom Agreement Terms” section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.¹

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to Lexipol’s Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

¹ Note: fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g. wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. **Terms of Service.** The following terms and conditions govern access to and use of Lexipol Services:

5.1 **Online Services.** Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")², Grant Finder, and Cordico Wellness Applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 **Professional Services.** Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 **Intellectual Property; License.** Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in specific circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 **Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's usernames and/or passwords.

5.5 **Agency Data.** Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol Services use the Secure Socket Layer (SSL) Protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. **Confidentiality.** During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

³ Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

7. Warranty. LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. Indemnification. Lexipol will indemnify, defend and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty or expense arising out of acts or omissions by Agency, Agency's personnel or any party acting on Agency's behalf.

9. Limitation of Liability. Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Subscription Materials shall not exceed the larger of: the aggregate amount of subscription fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or \$10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. General Terms.

10.1 Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 Compliance; Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the State in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



< Business Lookup

License Information:

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

Entity name: LEXIPOL, LLC

Business name: LEXIPOL LLC

Entity type: Limited Liability Company

UBI #: 602-778-437

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2611 INTERNET BLVD
STE 100
FRISCO TX 75034-9085

Mailing address: 2611 INTERNET BLVD
STE 100
FRISCO TX 75034-9085



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Sep-30-2023	Aug-04-2014

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

Governing people	Title
CORBIN, CHARLES	
MITTAL, MANU	
ROOS, JAN	

The Business Lookup information is updated nightly. Search date and time: 3/7/2023 8:46:21 AM



Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/8/2023

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

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

PRODUCER RBN Insurance Services 303 E Wacker Dr Ste 650 Chicago IL 60601	CONTACT NAME: Symone White PHONE (A/C No. Ext): 312-856-9400 E-MAIL ADDRESS: swhite@rbninsurance.com	FAX (A/C, No): 312-856-9425
	INSURER(S) AFFORDING COVERAGE	
INSURED Lexipol, LLC The Praetorian Group; Cordico Practice Management, LLC; Cordico Inc.; The Rodgers Group, LLC 2611 Internet Blvd., Suite 100 Frisco TX 75034	INSURER A: Continental Casualty Company NAIC # 20443	
	INSURER B: Continental Insurance Company NAIC # 35289	
	INSURER C: Hiscox Insurance Co. Inc. NAIC # 10200	
	INSURER D: Transportation Insurance Co NAIC # 20494	
	INSURER E: Valley Forge Insurance Company NAIC # 20508	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1951876766

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6043284498	8/20/2022	8/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
D	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6043284484	8/20/2022	8/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6043284520	8/20/2022	8/20/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
E B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			7015542800 7015542845	8/20/2022 8/20/2022	8/20/2023 8/20/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab/Multimedia Liab			US UUA 2688184.22	8/20/2022	8/20/2023	Each Claim/Aggregate 5,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Fire Department
 44 W. Riverside Ave
 Spokane WA 99201

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

AUTHORIZED REPRESENTATIVE

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Agenda Sheet for City Council Meeting of:
03/27/2023

Date Rec'd	3/13/2023
Clerk's File #	OPR 2023-0371
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR 24744

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	#1680 CANNON CONTRACT AMENDMENT

Agenda Wording

Requesting to amend the Cannon Shelter Contract with The Salvation Army.

Summary (Background)

Requesting an extension of the contract through 5/31/23 at a total of \$800,000 which will come from reallocated Department of Commerce Shelter Program Grant funds. At the conclusion of this amendment it is the intention to absorb the Cannon shelter beds into the Trent Resource and Assistance Center.

Lease? NO	Grant related? YES	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 800,000	# 1540-95594-65410-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	MCCOLLIM, KIMBERLEY	Study Session\Other	3/13/23
Division Director	MCCOLLIM, KIMBERLEY	Council Sponsor	Wilkerson & Stratton
Finance	MURRAY, MICHELLE	Distribution List	
Legal	HARRINGTON, MARGARET	jcerecedes@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	kclifton@spokanecity.org	
Additional Approvals		pgrinder@spokanecity.org	
Purchasing	NECHANICKY, JASON		
ACCOUNTING - GRANTS	MURRAY, MICHELLE		



City of Spokane
AGREEMENT AMENDMENT A
Title: THE SALVATION ARMY CANNON
CONTRACT

This Agreement Amendment is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and THE SALVATION ARMY , whose address is 222 E INDIANA AVE, SPOKANE, WA 99207 as (“GRANTEE”).

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the CANNON STREET SHELTER; and

WHEREAS, an Agreement Amendment is anticipated and is now being memorialized for this Program in this Amendment; and

WHEREAS, additional time is required, and thus the Original Agreement time for performance needs to be formally extended by this written document; and

WHEREAS, additional funds are necessary to complete the Project, thus the original Agreement needs to formally Amended by this written document; and

WHEREAS, additional funding has been made available under the DEPARTMENT OF COMMERCE SHELTER GRANT PROGRAM; and

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget; and

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

1. CONTRACT DOCUMENTS.

The original Agreement, dated JANUARY, 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. PERIOD OF PERFORMANCE.

This Agreement Amendment shall become effective on JANUARY 1, 2023 and will go through MAY 31, 2023.

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 1 – Suspension & Debarment and FFATA Certification
Attachment 2 – REVISED Budget

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	CHHS
Contact Name	Jenn Cerecedes
Contact Email & Phone	jcerecedes@spokanecity.org
Council Sponsor(s)	Stratton and Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15
Agenda Item Name	Cannon Street Shelter/Salvation Army Amendment
Summary (Background) *use the Fiscal Impact box below for relevant financial information	We are requesting to amend the Cannon Shelter Contract with The Salvation Army which terminated on 12/31/2022. We are requesting an extension of the contract through 5/31/2023 at a total of \$800,000 which will come from reallocated Department of Commerce Shelter Program Grant Funding. At the conclusion of this amendment, it is the intention to absorb the Cannon Shelter beds into the Trent Resource and Assistance Center.
Proposed Council Action	Please approve distribution of these funds
Fiscal Impact Total Cost: <u>800,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Shelter Program Grant, Department of Commerce Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? This project will serve those experiencing homelessness.	
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? CMIS will be used to collect data.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? CMIS will be used to collect data.	
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 the 5 year strategy to end homelessness and the HUD consolidated plan	



Agenda Sheet for City Council Meeting of:
03/27/2023

Date Rec'd	3/14/2023
Clerk's File #	OPR 2023-0372
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	HOUSING NAVIGATORS ROW CONTRACT

Agenda Wording

Requesting permission to distribute \$506,625 to Housing Navigators to provide permanent housing units to approximately 30 households.

Summary (Background)

The Department of Commerce has provided \$506,625 through the Right of Way initiative to permanently house individuals exiting from Camp Hope. Requesting suspension of the rules to go through council the same day as committee, March 27th.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense	\$ 506,625
Select	\$
Select	\$
Select	\$

Budget Account

#	1540-95655-65410-5420-999
#	
#	
#	

Approvals

Dept Head	MCCOLLIM, KIMBERLEY
Division Director	MCCOLLIM, KIMBERLEY
Finance	MURRAY, MICHELLE
Legal	BEATTIE, LAUREN
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	3/20/23
Council Sponsor	Wilkerson and Stratton
Distribution List	
	pgrinder@spokanecity.org
	kclifton@spokanecity.org

Additional Approvals

Purchasing	
ACCOUNTING - GRANTS	MURRAY, MICHELLE

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	CHHS
Contact Name	Jenn Cerecedes/ Kim McCollim
Contact Email & Phone	509-625-6055
Council Sponsor(s)	Wilkerson and Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15
Agenda Item Name	ROW Housing Navigators
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Department of Commerce has provided \$506,625 to the Housing Navigators to;</p> <p>manage landlord outreach and engagement strategies, develop private market rental housing provider partnerships and relationships to quickly identify appropriate permanent housing vacancies, administer incentive fund payments that lower barriers to permanent housing accessibility, coordinate showings and inspections with homelessness service providers, coordinate and administer financial assistance with providers for essential needs and move-in costs, administer rental and utility assistance payments to landlords, and provide accurate data reporting to successfully and rapidly provide permanent housing units that accommodate the needs and preferences of approximately 30 unsheltered individuals who are certified as being displaced from the Washington State Department of Transportation's Right of Way, commonly referred to as Camp Hope.</p> <p>This is a reduction from the original contract as 150,000 will be pulled and go to Empire Health Foundation for supportive services. The City will not manage the Empire Health Foundation Contract.</p>
Proposed Council Action	Please approve disbursement of this funding
Fiscal Impact Total Cost: Click or tap here to enter text. Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? This program will serve any homeless residents of Camp Hope who were initially assessed.	
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? Empire Health Foundation will be doing the case management and data entry into CMIS for this project.	

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

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 the 5 year plan to end homelessness and the HUD consolidated plan.

AGREEMENT BETWEEN

**CITY OF SPOKANE ("CITY") AND Housing Navigators ("GRANTEE")
IN CONJUNCTION WITH WASHINGTON STATE DEPARTMENT OF COMMERCE**

1. Grantee Housing Navigators PO Box 10270 Spokane, WA 99209		2. Contract Amount \$506,625		3. Tax ID 86-2948222	
				4. UEI# Applied, waiting to receive number	
5. Grantee's Program Representative Daniel Klemme CEO PO Box 10270 Spokane, WA 99209 509.620.6913 daniel@housingnavigator.org			6. City's Program Representative Jenn Cerecedes 808 W Spokane Falls Blvd Spokane, WA 99201 509.625.6055 jcerecedes@spokanecity.org		
7. Grantee's Contract Representative Daniel Klemme CEO PO Box 10270 Spokane, WA 99209 509.620.6913 daniel@housingnavigator.org			8. City's Contract Representative Jenn Cerecedes 808 W Spokane Falls Blvd Spokane, WA 99201 509.625.6055 jcerecedes@spokanecity.org		
9. Grantee's Financial Representative Dane Jensen PO Box 10270 Spokane, WA 99209 509.620.6913 dane@housingnavigators.org			10. City of Spokane Internal Items Housing Navigators ROW		
11. Grantor Award # SLFRP0002		12. Start Date 3/1/2023		13. End Date 6/30/2023	
14. Federal Funds \$506,625		CFDA # N/A	Federal Agency N/A	Program Title HOUSING NAVIGATORS	
15. Total Federal Award \$2,213,854,677.95		16. Federal Award Date N/A		17. Research & Development? NO	
				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 type="checkbox"/> Competitive Bidding/RFP <input checked="" 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 type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> For-Profit		

(FACE SHEET)



CITY OF SPOKANE
CONTRACT
Title: HOUSING NAVIGATORS RIGHT OF WAY

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **HOUSING NAVIGATORS**, whose address is PO BOX 10270, SPOKANE, WA 99209 as ("GRANTEE"), individually hereafter referenced as a "GRANTEE", and together as the "parties".

WHEREAS, the GRANTEE was selected through THE WASHINGTON STATE DEPARTMENT OF COMMERCE RIGHT OF WAY PROGRAM;

The parties agree as follows:

1. **SCOPE OF SERVICE.** The GRANTEE shall provide services in accordance with the proposal dated FEBRUARY 20,2023. Performance measures are attached as Attachment B.
2. **CONTRACT TERM/PERIOD OF PERFORMANCE.** The Contract shall begin MARCH 1, 2023 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 FIVE HUNDRED AND SIX THOUSAND SIX HUNDRED AND TWENTY FIVE **DOLLARS (\$506,625)**, for all things necessary or incidental to the performance of services as listed in ATTACHMENT B- SCOPE OF SERVICES. Reimbursement for services shall be in accordance with the terms and conditions attached in ATTACHMENT B- SCOPE OF SERVICES, as well as in accordance with the program performance requirements outlines in ATTACHMENT C- PERFORMANCE as applicable. 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.** Upon execution of this contract the CITY shall send out a billing sheet to the GRANTEE to be used for reimbursement. 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 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. In addition, the CITY may request all supporting documentation for monitoring purposes during the period of performance of this Agreement and during the records retention period.

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 Funding Agency 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 Funding Agency 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

If program income is generated by activities carried out with program funds made available under this agreement, the GRANTEE shall report program income monthly on invoices submitted to CITY (program income is defined in ATTACHMENT D- REGULATIONS) 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 Attachment D- Program Regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. 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, and/or funding agency 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 at least three (3) years or as determined by ATTACHMENT D- PROGRAM REGULATIONS. 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 above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

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 – Scope of Services
Attachment C – Performance
Attachment D – Program Regulations
Attachment F – Amendment Request Form
Attachment G- Housing Navigators Scope of Work

Attachment B: Scope of Service

A. ACTIVITIES

Manage landlord outreach and engagement strategies, develop private market rental housing provider partnerships to quickly identify appropriate permanent housing vacancies, administer incentive fund payments that lower barriers to permanent housing accessibility, coordinate showings and inspections with homelessness service providers, coordinate and administer financial assistance with providers for essential needs and move-in costs, administer rental and utility assistance payments to landlords and provider accurate data reporting to successfully and rapidly provide permanent housing units that accommodate the needs and preferences of approximately 30 unsheltered individuals who are certified as being displaced from the Washington State Department of Transportation's Right of Way, commonly referred to as Camp Home. Additional outcomes and requirements as described in the Housing Navigators Scope of Work (attachment G) and as approved by the Washington State Department of Commerce.

B. PERFORMANCE MONITORING

The CITY will monitor the performance of the GRANTEE using a risk-based approach against program goals and performance measures as stated above, complete and timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this agreement in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

C. Budget

Category	Amount
Move-in kits and essential needs	\$ 34,745.00
Permanent Housing Support	\$ 364,560.00
Project Operations	\$ 57,480.00
Administration	\$ 49,840.00
Total	\$ 506,625.00

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.

Attachment C Monthly 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.

Rapid Rehousing Services	Performance Target	March-23	April-23	May-23	June-23	TOTAL
Number of Households Enrolled	30 HH					
# of permanent housing units	30 Units					
Average #of days from unit enrollment to participant move in	30 Days					
# of persons remaining housed after 6 months	27					
# of persons remaining housed after 12 months	24					

Attachment D: Regulations

The use of grant funds under this agreement is subject to applicable requirements of the regulations as listed below. Regulations may be amended from time to time.

City of Spokane OPR 2023-0083 AND CFR 200.

Attachment F Out of Cycle Contract Amendment Request

Date Requested:
 Agency Requesting:
 Contact Person:
 Email:
 Phone:
 OPR:

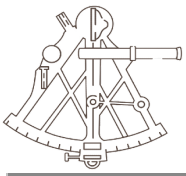
Type of Revision Requested Budget Revision Performance Other

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!

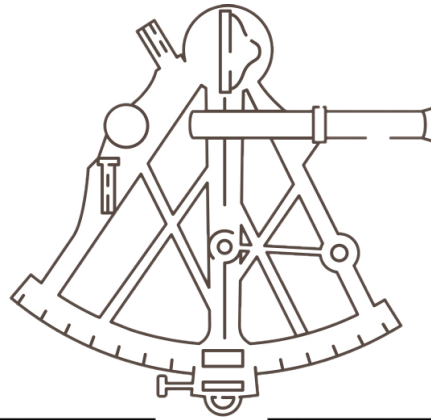


HOUSING

— NAVIGATOR —

Housing Navigator™, S.P.C., is a Social Purpose Corporation.

This Corp. is organized to carry out the above business in a manner intended to promote positive short-term or long-term effects of, or minimize adverse short-term or long term effects of assisting subsidized housing tenants using on site case and resource management services

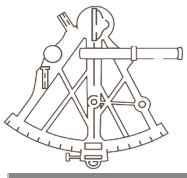


HOUSING

— NAVIGATOR —

Affordable Housing Can Be

Profitable. Sustainable. Equitable. Achievable.



Executive Summary

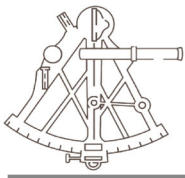
Housing Navigator, S.P.C. is a Social Purpose Corporation: We strive to intentionally benefit society by using evidence and impact data measurement in investment structures and designs, manage impact performance through stakeholder feedback, and contribute directly to the profitability and sustainability of current and future investments of the affordable housing industry.

Our social purpose is as follows:

“A specific social purpose of the Corporation is the provision of social services referrals, on site social services and case monitoring/management services in connection with property management of rental housing dedicated to low income and disabled tenants receiving, or eligible to receive, social services.”

Biggest Opportunities

- HN's Social Purpose, mission, and Intellectual Property will inform strategies for beneficial community development through socially responsible partnerships and performance.
 - Creation and administration of government subsidies and incentives;
 - Coordinating case management with appropriate non-profit, government, and faith based organizations;
 - External benefits and sustainable impact to stakeholders will achieve performance budgeting model to HN;
- Achieving critical service obligations and required performance measurements for regional stakeholders.
 - Quickly moving people out of prioritized state rights of way and into better living situations;
 - A measurable decrease in the number of people experiencing unsheltered homelessness;
 - An increase in positive housing outcomes;
 - A decrease in returns to homelessness after exiting the system;
- Overcoming traditional barriers to permanent housing for vulnerable populations.
 - Positive Social Impacts on historically marginalized communities;
 - Increasing the community's capacity to provide permanent housing placements from private market rental housing to people currently experiencing, or at risk of experiencing homelessness;
- Risk mitigation through Innovation and leadership.
 - Reputation of Executive Officers to Critical Stakeholders;
 - Housing Navigator, S.P.C., believes Innovation means, “Helping more people today, than we did yesterday.”



Rapid Rehousing

Housing Navigator, S.P.C.

City of Spokane | ROW Project Budget Overview

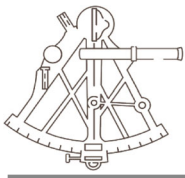
March 1st through June 30th, 2023

			\$ Total	% Total
Direct Costs	Direct participant support	Move-in kits & essential needs	\$ 34,745	6.9%
	Direct participant support Total		\$ 34,745	6.9%
	Direct permanent housing support	Utilities allowance payments	\$ 16,560	3.3%
		Rent & rent stabilization payments	\$ 138,000	27.2%
		Landlord incentive payments	\$ 210,000	41.5%
	Direct permanent housing support Total		\$ 364,560	72.0%
	Project Operations	Travel	\$ 1,000	0.2%
		Supplies	\$ 3,800	0.8%
		Software	\$ 1,400	0.3%
		Salaries & benefits	\$ 50,280	9.9%
Equipment		\$ 1,000	0.2%	
Project Operations Total		\$ 57,480	11.3%	
Direct Costs Total			\$ 456,785	90.2%
Indirect Costs	Administration	Professional services	\$ 3,000	0.6%
		Management salaries & benefits	\$ 41,320	8.2%
		Insurance	\$ 1,720	0.3%
	Administration Total		\$ 46,040	9.1%
	Facilities	Utilities	\$ 1,200	0.2%
		Rent of facilities	\$ 2,600	0.5%
Facilities Total		\$ 3,800	0.8%	
Indirect Costs Total			\$ 49,840	9.84%
Grand Total			\$ 506,625	100.0%

March 1st through June 30th, 2023.

As of February 20, 2023, for professional services provided within the Scope of Work.

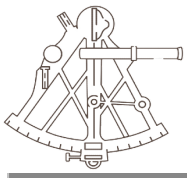
* Budget Overview does not include Damage Mitigation Fund, managed by the City of Spokane, required for Project completion.



Follow-Up Budget

Rapid Rehousing		Housing Navigator, S.P.C.		
City of Spokane ROW Project Budget Overview				
July 1st, 2023 through March 31st, 2024				
			\$ Total	% Total
Direct Costs	Direct permanent housing support	Utilities allowance payments	\$33,120	8.57%
		Rent & rent stabilization payments	\$276,000	71.42%
	Direct permanent housing support Total		\$309,120	80.00%
Project Operations Total			\$38,650	10.00%
Direct Costs Total			\$347,770	90.00%
Indirect Costs Total			\$38,650	10.00%
Grand Total			\$386,420	100.00%
<i>As of February 20, 2023, for professional services provided within the Scope of Work.</i>				
* Budget Overview does not include Damage Mitigation Fund, managed by the City of Spokane, required for Project completion.				

Follow-Up Budget is only preliminary in nature, and meant only as a reference for costs associated with housing initial 30 ROW Eligible participants, and is not intended to be an agreement or constitute a legally binding contract in any way.



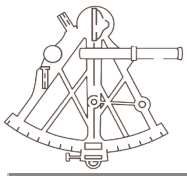
Rapid Rehousing Housing Navigator™, S.P.C Scope of Work

City of Spokane | 3/1/2023

Subcontractor shall: manage landlord outreach and engagement strategies, develop private market rental housing provider partnerships and relationships to quickly identify appropriate permanent housing vacancies, administer incentive fund payments that lower barriers to permanent housing accessibility, coordinate showings and inspections with homelessness service providers, coordinate and administer financial assistance with providers for essential needs and move-in costs, administer rental and utility assistance payments to landlords, and provide accurate data reporting to successfully and rapidly provide permanent housing units that accommodate the needs and preferences of approximately 30 unsheltered individuals who are certified as being displaced from the Washington State Department of Transportation's Right of Way, commonly referred to as Camp Hope.

Operations

- a. SUBCONTRACTOR shall provide Permanent Housing Search and Housing Identification Services to increase the availability of permanent housing units for ROW eligible participants.
 - i. To successfully house as many as possible, a thorough outreach plan will employ a variety of methods, including but not limited to: Phone calls, internet ads, social media ads, public presentations, podcasts, radio ads, meeting attendance, printed materials, and developing and leveraging relationships within the rental housing industry (Landlords, property management companies, landlord associations, realtor associations, property management associations).
- b. SUBCONTRACTOR shall determine eligibility of identified permanent housing units by ensuring that units follow Washington State Department of Commerce Rights of Way Initiative Process and Requirements.
- c. SUBCONTRACTOR will determine permanent housing provider eligibility for funds and participation based on Housing Accessibility requirements listed in Washington State Department of Commerce Rights of Ways Initiative Process and Requirements.
 - i. **Housing Navigator, S.P.C.'s ROW RRH Housing Safety, Habitability, and Accessibility Addendum**
- d. SUBCONTRACTOR shall require permanent housing provider to agree that Participants must not be terminated from the program for the following reasons:
 - i. Failure to participate in supportive services or treatment programs.
 - ii. Failure to make progress on a housing stability plan.
 - iii. Alcohol and/or substance use in and of itself is not considered a reason for termination.
 - iv. If a participant is terminated from the housing due to violating rules focused on maintaining a safe environment, there must be a process in place for the participant to re-enroll in the housing at a later date when the behavior has been resolved.



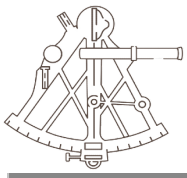
HOUSING

— NAVIGATOR —

Housing Navigator™, S.P.C., is a Social Purpose Corporation.

This Corp. is organized to carry out the above business in a manner intended to promote positive short-term or long-term effects of, or minimize adverse short-term or long term effects of assisting subsidized housing tenants using on site case and resource management services

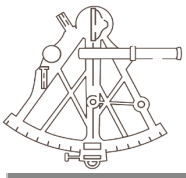
- e. SUBCONTRACTOR shall require that all Housing and shelter must comply with local, state, and federal nondiscrimination requirements, including not discriminating based on religion, gender identity, or sexual orientation.
- f. SUBCONTRACTOR shall require all permanent housing units to pass a Housing and Habitability Standards (HHS) Inspection prior to issuance of any financial assistance or ROW referral.
 - i. **City of Spokane HHS Inspection**
- g. SUBCONTRACTOR shall physically inspect each unit to assure it meets HHS standards.
 - i. Housing which fails to meet the standards may not receive assistance, unless the owner corrects any deficiencies within 30 days from the date of the initial inspection. Program must verify that all deficiencies have been corrected.
- h. Subcontractor and Lessor will sign Housing Navigator, S.P.C.'s Landlord Incentive Fund & Vacant Unit Holding Fee Agreement upon
- i. SUBCONTRACTOR shall review proprietary leases, addendums, and property services agreements with landlords and property managers (Lessor), upload required information to SUBCONTRACTOR's proprietary systems for outcome data measurement. Required documents include:
 - i. Proof of Ownership/Management Agreement
 - ii. Landlord W-9
 - iii. City of Spokane HHS Inspection
 - iv. Lease/Rental Agreement
 - v. Unit/Parcel Information
 - vi. Contact Information
 - vii. Property Condition Report
 - viii. **Housing Navigator, S.P.C.'s Landlord Incentive Fund & Vacant Unit Holding Agreement**
- j. SUBCONTRACTOR shall Administer Incentive Fund Payments once eligibility process has been completed and verified. Incentive Fund Payment documentation acts as a holding agreement until the unit is filled with ROW Eligible Participants.
- k. SUBCONTRACTOR shall case-conference with service providers, housing specialists, case managers, landlord liaisons, and peer navigators working with ROW Eligible Participants to receive ROW Housing Referral and begin coordination to sustainably enter permanent housing that fits the needs and preferences of the clients being served.
 - i. **Good Neighbor House Rules Addendum** will be signed by lessee(s) and referral agency provider as part of referral/case conferencing process. If lessee requires Reasonable Accommodation to understand Goodneighbor House Rules Addendum, **Referral Provider/Agency must provide reasonable accommodation.**
- l. SUBCONTRACTOR shall coordinate showings with service provider(s) and rental housing providers. Upon ROW Participant's approval of the housing option, the move-in process can immediately begin.



- m. SUBCONTRACTOR shall provide financial assistance, including Landlord Incentive payments, move-in assistance payments, rental assistance payments, utility assistance payments, purchasing and coordinating furniture, transportation, and other costs associated with move-in arrangements with moving people into permanent housing.

Administration & Reporting Requirements

- a. SUBCONTRACTOR will describe how costs are aligned with market rates and similar efforts in the area, and include the number of units funded, the number of people housed in those units, and operating costs per unit.
- b. SUBCONTRACTOR will maintain financial records outlining the number of staff, staff costs, and other costs associated with outreach and services.
- c. SUBCONTRACTOR will ensure expenditures fall within Allowable Housing Types and Related Costs as defined by the Department of Commerce, which include i) acquisition, renovation, leasing, operating, maintenance, tenant leasing, and associated services costs for apartments and houses, and ii) outreach, assessment, transportation, and other costs associated with moving people into set-aside housing.
- d. SUBCONTRACTOR recognizes that the State is committed to finding and implementing an appropriate balance between the need to hold funded units for people living on rights of way and ensuring that bed utilization is maximized to bring people inside who are living unsheltered on non-state land, and may direct funded units/beds and outreach to assist people experiencing homelessness who are not living on prioritized rights of way if the Department determines the beds are no longer needed to transition people who live on state rights of way, and at the discretion of the City of Spokane.
- e. SUBCONTRACTOR will to report to the City of Spokane every 60 days:
 - i. number of rights of way participants engaged by SUBCONTRACTOR,
 - ii. age, gender, race, and ethnicity of people engaged,
 - iii. type and duration of engagement with rights of way Participants,
 - iv. types of housing options that were offered,
 - v. the number of individuals who accepted offered housing or shelter,
 - vi. the types of assistance provided to move individuals into offered housing,
 - vii. services and benefits in which an individual was successfully enrolled,
 - viii. housing outcomes of individuals who were placed into housing six months and one year after placement, and
 - ix. number of people arrested or fined in association with a housing site.
- f. In an effort to support the collection of feedback regarding state and county efforts, SUBCONTRACTOR will collect feedback from Participants, affordable housing providers, homeless outreach providers, and homeless and affordable housing advocates engaged by SUBCONTRACTOR regarding:
 - i. The use of funding by SUBCONTRACTOR,
 - ii. types of housing and habitability standards governing the funded shelter and housing,



- iii. the roles, policies, and procedures governing outreach and law enforcement engagements with people at prioritized sites,
- iv. changes the state should make regarding the overall state initiative, and
- v. other issues of concern identified by participants.

SUBCONTRACTOR will summarize and submit copies of written feedback to be forwarded to the Department as City of Spokane’s convenience.

- g. SUBCONTRACTOR will submit reports, in a form to be determined by the Department of Commerce, regarding work performed under the Contract and Contract funds expended.

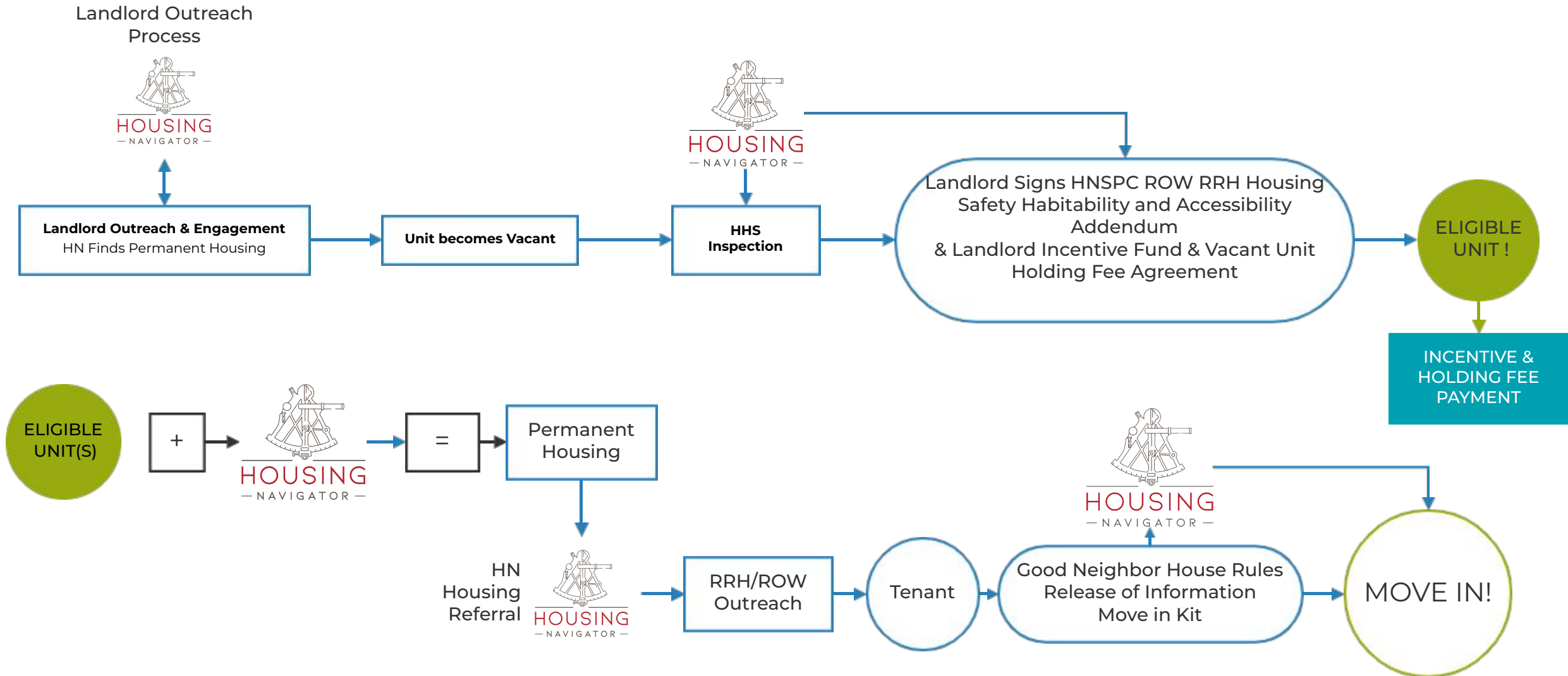
SUBCONTRACTOR will provide reporting of performance metrics, including:

	Rapid Rehousing Services	Performance Target	
A	# of Households enrolled	30	
B	# of permanent housing units enrolled	30	
C	Average # of days from unit enrollment to participant move in	30 Days	
D	# of persons remaining housed after 6 months	27	90%
E	# of persons remaining housed after 12 months	24	80%

Critical Social Impact Benchmarks

- **A decrease in the number of people experiencing unsheltered homelessness;**
- **An increase in positive housing outcomes;**
- **A decrease in returns to homelessness after exiting the system.**

Housing Navigator, S.P.C., ROW-RRH System





Housing Habitability Standards (HHS) Form

Includes lead-based paint visual assessment

Eligible Client/Household Name:

Housing unit address inspected: City: Zip:

Number of bedrooms

Was the unit built before 1978:

Will there be a child under the age of six or a pregnant woman living in the unit?

If the unit was built before 1978 and a child under age six or a pregnant woman is, or will be, living in the unit, then a lead-based paint visual assessment is required. See question # 11.

Unit Type:

- | | |
|--|---|
| <input type="checkbox"/> Single Family | <input type="checkbox"/> Duplex |
| <input type="checkbox"/> Mobile Home | <input type="checkbox"/> Multi-Family Apartment |
| <input type="checkbox"/> Single Room Occupancy | <input type="checkbox"/> Condo |

Inspection Date:

Inspector Name: _____

Inspector Signature: _____

Instructions: The property must meet all elements in order to pass.

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

03/27/2023

<u>Date Rec'd</u>	3/7/2023
<u>Clerk's File #</u>	ORD C36371
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	JACQUI MACCONNELL 625-4109
<u>Contact E-Mail</u>	JMACCONNELL@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	0680-POLICE- SBO FOR RESTRAINT SYSTEM

Agenda Wording

This request of \$76,300 will purchase 40 WRAP restraints with a protective helmet, as well as 200 ankle straps. Purchase will be through Safe Restraints, Inc. as a sole source purchase as they are the patent holder for this particular system.

Summary (Background)


The City of Spokane was awarded \$889,807 to assist with one-time costs related to law enforcement and criminal justice legislation enacted between January 1, 2020, and June 30, 2021. SPD would like to use \$76,300 of the remaining \$223,266 for an alternative restraint system to leg restraints, the WRAP restraint system

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ 76,300		# 1620-99138-21250-53502-99999
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MEIDL, CRAIG	<u>Study Session\Other</u>	Public Safety Committee 3/6/23
<u>Division Director</u>	MEIDL, CRAIG	<u>Council Sponsor</u>	CM Cathcart / CM Kinneer
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	spdfinance	
<u>For the Mayor</u>	PERKINS, JOHNNIE		
<u>Additional Approvals</u>			
<u>Purchasing</u>			
<u>MANAGEMENT & BUDGET</u>	STRATTON, JESSICA		

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Police
Contact Name	Jacqui MacConnell
Contact Email & Phone	Jmacconnell@spokanepolice.org 625-4109
Council Sponsor(s)	CM Cathcart / CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	SBO for Police Equipment – Restraint System
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane was awarded \$889,807 to assist with one-time costs related to law enforcement and criminal justice legislation enacted between January 1, 2020, and June 30, 2021. SPD would like to use \$76,300 of the remaining \$223,266 for an alternative restraint system to leg restraints, the WRAP restraint.</p>  <p>Although nothing in the RCWs prohibits the use of leg restraints, the Spokane Police Department is always looking for ways to improve the methods used to restrain individuals who are assaultive when being taken into custody. Additionally, the Attorney General’s Model Use of Force Policy addressed the use of “hobble restraints” because “restraint devices are designed to compel, control, constrain, or restrain a person’s movement.” Modifying our leg restraint system to that of primarily using the WRAP restraint would reduce the likelihood of injury to both those restrained and those restraining. The WRAP provides officers the ability to fully restrain a subject in an upright and seated position.</p> <p>This request of \$76,300 will purchase 40 WRAP restraints with a protective helmet, as well as 200 ankle straps. Purchase will be through Safe Restraints, Inc. as a sole source purchase as they are the patent holder for this particular system.</p>
Proposed Council Action	Approval of SBO and purchase – March 20, 2023
Fiscal Impact Total Cost: <u>\$76,300</u> Approved in current year budget?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A

Funding Source One-time Recurring
Specify funding source: One-time State legislation funds received in 2021

Expense Occurrence One-time Recurring

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

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

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

Sgt. Ryan Jamieson is overseeing the deployment of the WRAP restraint system and will be reviewing all uses of the system to ensure that this restraint system meets our goal of reducing injuries to both those being restrained and those restraining.

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?

ORDINANCE NO C36371

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Public Safety & Judicial Grant 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 Public Safety & Judicial Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$76,300.
- A) Of the increased appropriation, \$76,300 is to be used for the procurement of a new restraint system.

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 procure a new restraint system, 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:
03/27/2023

<u>Date Rec'd</u>	3/15/2023
<u>Clerk's File #</u>	ORD C36372
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	PUBLIC WORKS
<u>Contact Name/Phone</u>	CP BEGGS X6714
<u>Contact E-Mail</u>	BBEGGS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Emergency Ordinance
<u>Agenda Item Name</u>	5200 - AMEND GFC 13.03.0734 AND 13.04.2044 G

Agenda Wording
Proposed amendment to GFC charges contained in SMC 13.03.0734 and SMC 13.04.2044 to provide for an interim phase-in for 2023 and allow for additional public input.

Summary (Background)
March 13, 2023, the City Council approved Ordinance 36369 amending the City's GFC ordinances, which had not been updated since 2002. As an interim measure, pending additional public input, Council would like to modify the GFC charges and proposes during 2023 that prior GFC charges be increased 66% which represents the cumulative percentage of cost index increases since adoption.

Lease? NO	Grant related? NO	Public Works? YES
<u>Fiscal Impact</u>		<u>Budget Account</u>
Revenue \$ TBD		# TBD
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MILLER, KATHERINE E	<u>Study Session\Other</u>	PIES 3/27
<u>Division Director</u>	MILLER, KATHERINE E	<u>Council Sponsor</u>	CP Beggs/CM Kinnear
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PERKINS, JOHNNIE		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C36372

AN ORDINANCE relating to GFC public utilities and services; amending SMC sections 13.03.0734 to chapter 13.03 of the Spokane Municipal Code; and 13.04.2044 to chapter 13.04 of the Spokane Municipal Code; and setting an effective date and declaring an emergency.

WHEREAS, on March 13, 2023, the City Council approved Ordinance 36369 amending the City's GFC ordinances, which had not been updated since 2002; and

WHEREAS, during deliberations on March 13, 2023, Council determined it was necessary to approve updated GFC charges which more accurately reflected the cost of constructing new water and sewer capacity to support growth; and

WHEREAS, Council finds that without appropriate GFCs, the cost of constructing new water and sewer capacity for growth would result in a higher burden on customers and ratepayers already connected to these utility systems; and

WHEREAS, as an interim measure, pending additional public input, Council would like to modify the GFC charges and proposes during 2023 that prior GFC charges be increased 66% which represents the cumulative percentage of cost index increases since 2002; and

WHEREAS, without the updates approved by this Ordinance, the City would not be able to provide an adjustment period for both sewer and water GFC charges in order to allow additional public input; and

WHEREAS, any identified changes effecting the charges will be brought before City Council and approved prior to January 1, 2024; and

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying its adoption of this Ordinance and documenting the existence of an emergency allowing this Ordinance to become effective immediately upon adoption; and

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1: Amending section SMC 13.03.0734 to read as follows:

13.03.0734 Appendix A – General Facilities Charge Schedule

Appendix A – Wastewater General Facilities Charge Schedule

Section 2: Amending section SMC 13.04.2044 to read as follows:

13.04.2044 Appendix A – General Facilities Charge Schedule

Appendix A – Water General Facilities Charge Schedule

Section 3: Effective Date.

This Ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance is necessary for the protection of the public safety and for the immediate support of City government and its existing public institutions, shall become effective immediately upon its passage. Without the updates approved by this Ordinance, the City would not be able to provide an adjustment period for both sewer and water GFC charges in order to allow additional public input. Additional public outreach and input which will be sought in the first year will identify any needed changes impacting the charges. Any identified changes effecting the charges will be brought before City Council and approved prior to January 1, 2024.

ADOPTED BY THE CITY COUNCIL ON _____

(Delivered to the Mayor on the _____ day of _____)

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Section 13.03.0734

Appendix A

Wastewater GFC Fee Schedule

Appendix A

Wastewater General Facility Charge Schedule

Meter Size	2023	2024
3/4"	\$3,984	\$7,461
1"	\$3,984	\$12,435
1.5"	\$11,266	\$24,870
2"	\$11,266	\$39,792
3"	\$20,697	\$87,046
4"	\$31,862	\$149,221
6"	\$58,540	\$335,747
8"		
10"	Based flow rates that utilizes sewer capacity	Will be calculated

Each year after year 1, will be annually adjusted based on a five year rolling average of the Engineering News Record Construction Costs Index pursuant to SMC 13.03.0732.

Numbers above are representative of phase in only. Actual numbers will be based on the ENRCCI indexed for inflation.

Section 13.04.2044

Appendix A

Water GFC Fee Schedule

Appendix A

Water General Facility Charge Schedule - Lower Zone

Meter Size	2023	2024
3/4"	\$2,045	\$2,823
1"	\$2,045	\$4,705
1.5"	\$5,785	\$9,409
2"	\$5,786	\$15,055
3"	\$10,627	\$32,932
4"	\$16,363	\$56,455
6"	\$30,059	\$127,025
8"		
10"	Based on needed flow rates	Will be calculated

Each year after year 1, will be annually adjusted based on a five year rolling average of the Engineering News Record Construction Costs Index pursuant to SMC 13.04.2044.

Numbers above are representative of phase in only. Actual numbers will be based on the ENRCCI indexed for inflation.

Water General Facility Charge Schedule - Upper Zone

Meter Size	2023	2024
3/4"	\$2,045	\$10,407
1"	\$2,045	\$17,345
1.5"	\$5,785	\$34,690
2"	\$5,785	\$55,503
3"	\$10,627	\$121,413
4"	\$16,363	\$208,137
6"	\$30,059	\$468,309
8"		
10"	Based on needed flow rates	Will be calculated

Each year after year 1, will be annually adjusted based on a five year rolling average of the Engineering News Record Construction Costs Index pursuant to SMC 13.04.2044.

Numbers above are representative of phase in only. Actual numbers will be based on the ENRCCI indexed for inflation.



Agenda Sheet for City Council Meeting of:
03/27/2023

<u>Date Rec'd</u>	3/15/2023
<u>Clerk's File #</u>	RES 2023-0024
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	CP BEGGS X6714
<u>Contact E-Mail</u>	BBEGGS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0320 - GFC PUBLIC PROCESS RESOLUTION

Agenda Wording
A resolution promoting the review of general facilities charges by the City Council and interested stakeholders, and establishing a timeline for presenting proposed changes for consideration by the City Council prior to 2024.

Summary (Background)
It is expected that council will amend the recent GFC increases to provide for a lower charge for the year 2023 before implementing the new rates in 2024. Meanwhile, the city will solicit community input on the recently enacted GFC charges and consider possible changes to the 2024 GFC rates before they become effective. This resolution outlines the process and timelines for community input.

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	WRIGHT, CHRISTOPHER	<u>Study Session\Other</u>	3/27 PIES
<u>Division Director</u>		<u>Council Sponsor</u>	Beggs/Kinnear
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>			
<u>For the Mayor</u>			
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION 2023-0024

A resolution promoting the review of general facilities charges by the City Council and interested stakeholders, and establishing a timeline for presenting proposed changes for consideration by the City Council prior to 2024.

WHEREAS, on March 13, 2023, the City of Spokane (City) enacted Ordinance C36369 relating to General Facilities Charges (GFCs) to provide for capital investment reasonably necessary to increase system capacity to support new growth and development; and

WHEREAS, the GFCs set forth in ordinance C36369 were modified by ordinance C-_____ so as to defer full implementation of the scheduled GFCs until January 1, 2024, and to provide for a more modest GFC increase during the year 2023; and

WHEREAS, the City Council agreed to defer full implementation of the scheduled GFCs until January 1, 2024 to allow for more community input into the GFC rates, applications, and exemptions prior to fully implementing C36369, and to allow for possible revision of the GFC rates before they go into effect on January 1, 2024; and

WHEREAS, the City Council is committed to providing opportunity for a broad and constructive community conversation regarding GFCs, both within its existing committee and subcommittee structure, and through meetings by and among stakeholder groups as coordinated by the City Council and the Mayor's office; and

WHEREAS, the City Council committees include the Housing Action Subcommittee (Resolution 2021-0020); the Sustainability Action Subcommittee (Resolution 2021-0019); and the Equity Subcommittee (Resolution 2021-0098), and finds that it is appropriate for each of these subcommittees to review the existing GFCs and identify potential changes to the GFCs scheduled for 2024; and

WHEREAS, the City Council finds that its appropriate to conduct further town hall meeting(s) to educate members of the public, developers, home builders, housing advocates and other interested parties regarding the recently enacted GFCs, and to solicit suggestions for revising the existing and future GFC program to more fairly apportion the cost of infrastructure essential to support new development while at the same time assuring adequate public funding for capital improvements to the City's water and sewer system; and

WHEREAS, to ensure adequate time for the City Council to review proposals to modify the GFC rates before 2024, all Council subcommittees will need to submit their recommendations for changes to the GFC program to their respective oversight committees at their July 2023 meetings at the latest; and

WHEREAS, to ensure adequate time for the Spokane City Council to review proposals to modify the GFC rates before 2024, it is necessary for the City's Public Works Division (PWD) and/or Economic Development Division (EED) to review the findings and recommendations of the subcommittees, and the comments and recommendations arising

from town hall meetings, and thereafter present any resulting proposals for modifications to the GFC program to the City Council no later than September 13, 2023; and

WHEREAS, upon receiving any proposal from PWD and/or EDD regarding modification of the GFC program, the Council intends to review and possibly adopt proposed changes to the GFC program no later than October 9, 2023.

-- NOW, THEREFORE,

BE IT RESPECTFULLY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that upon enactment of C_____, Mayor Nadine Woodward direct the City's Public Works Division and/or Economic Development Division, or such other departments as the Mayor may deem advisable, to conduct town hall meeting(s) to educate members of the public, developers, home builders, housing advocates and other interested parties regarding the recently enacted GFCs, and to solicit suggestions for revising the GFC program to more fairly apportion the cost of infrastructure essential to support new development while assuring adequate public funding for capital improvements to the City's water and sewer system, all such meetings to be concluded before September 1, 2023; and

BE IT FURTHER RESOLVED that the Housing Action Subcommittee, the Sustainability Action Subcommittee, and the Equity Subcommittee shall each undertake review of the adopted GFC rates, applications, and exemptions and report any recommendations for changes to the GFC program to their respective oversight committees at their July 2023 meetings at the latest; and;

BE IT FINALLY RESOLVED that the Mayor Nadine Woodward direct the City's Public Works Division and/or Economic Development Division, or such other departments as the Mayor may deem advisable, to bring forward to the City Council no later than September 13, 2023 a proposal for modification of the GFC rates, applications, and exemptions, said modification to incorporate the comments and recommendations of the Council subcommittees and participants in the town hall meetings.

ADOPTED by City Council this ____ day of March, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City Council
Contact Name	CP Beggs
Contact Email & Phone	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs/CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 min
Agenda Item Name	GFC Public Input Process
Summary (Background) *use the Fiscal Impact box below for relevant financial information	City Council adopted ordinance C36369 on March 13, 2023, which provides for the first increase in General Facilities Charges for new development since 2002. It is expected that council will amend the new increases to provide for a lower GFC charge for the year 2023 before implementing the newly adopted rates in 2024. Meanwhile, the Council, in conjunction with the administration, will solicit community input on the recently enacted GFC charges and consider possible changes to the 2024 GFC rates before they become effective. The resolution outlines the process and timelines for community input.
Proposed Council Action	Filed for approval on 3/27
Fiscal Impact Total Cost: <u>N/A – resolution outlines public process and does not have a fiscal impact.</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? 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.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? The enacted GFCs will be reviewed by the Council’s subcommittees on Equity, Housing and Sustainability, which will make recommendations for changes to their oversight committees and the Council.	

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

The resolution describes a council review process as well as a town hall process for public comment and review of the recently enacted GFCs. Those comments and recommendations will be assembled and incorporated, where practical, into proposed changes to the GFC rates.

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 update of the GFC's followed RCW's to ensure that growth related costs were captured and reflected in the new fees. Funds generated through GFC's would be used to implement the capacity improving projects found with the City's Capital Improvement Program. The public review process during 2023 will ensure that recently enacted GFC rates are fair, equitable and sustainable.

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

03/27/2023

Date Rec'd	3/16/2023
Clerk's File #	RES 2023-0025
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	LYNDEN SMITHSON 6283
Contact E-Mail	LSMITHSON@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0500 SETTLEMENT RESOLUTION

Agenda Wording

Resolution approving the Benjamin Gedeon Settlement Agreement and Release of all claims

Summary (Background)

Mr. Gedeon filed a Spokane County Superior Court matter following injuries sustained when he was struck by a vehicle while crossing Division Street on November 3, 2018. Plaintiff alleged that the City's negligence proximately caused his injuries.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 1,137,169.08

Select \$

Select \$

Select \$

Budget Account

5800-78100-14780-54601

#

#

#

Approvals**Dept Head** PICCOLO, MIKE**Division Director****Finance** MURRAY, MICHELLE**Legal** PICCOLO, MIKE**For the Mayor** PERKINS, JOHNNIE**Council Notifications****Study Session\Other** 3/13/23**Council Sponsor** C.P. Beggs and Council Member Bingle**Distribution List**

lsmithson@spokanecity.org

nodle@spokanecity.org

James.Scott@davies-group.com

ahaile@spokanecity.org

Additional Approvals**Purchasing**

RESOLUTION RE: SETTLEMENT OF CLAIMS AGAINST CITY OF SPOKANE

WHEREAS, Benjamin Gedeon, (hereinafter "Plaintiff"), filed a complaint for personal injuries on June 21, 2021 in Spokane County Superior Court, arising out of an automobile collision on November 3, 2018; and

WHEREAS, Plaintiff alleges injury as a result of the actions of the City of Spokane and its employees and asserts financial damages from medical bills, loss of earnings, impairment of earning capacity, other out-of-pocket expenses and other special damages; and

WHEREAS, the City and the City's excess insurance carrier, "Argonaut Insurance Company", have determined to resolve all differences with Plaintiff and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of \$ 3,100,000.00. The City of Spokane will pay the balance of its self-insured retention of \$1,137,169.08 and Argonaut Insurance Company will pay the balance; and

WHEREAS, Plaintiff has agreed to accept said payment and the terms outlined above, and in return to provide a release of all claims to the City in his underlying lawsuit entitled *Benjamin Gedeon vs. City of Spokane and McKenna Bourgo*, Cause No. 21-2-01684-32, dismissing his lawsuit as to the City of Spokane with prejudice.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

That the City of Spokane authorizes the payment to Plaintiff in the amount of \$1,137,169.08 which is the balance of its self-insured retention, with the understanding that Argonaut Insurance Company will pay the balance of the \$3,100,000.00. In return the Plaintiff will provide a signed release to the City fully extinguishing all claims in connection with the claim and lawsuit entitled *Benjamin Gedeon vs. City of Spokane and McKenna Bourgo*, Cause No. 21-2-01684-32, pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees and contractors, against all loss or liability in connection with said claim, and dismissing the lawsuit with prejudice.

PASSED the City Council this _____ day of March, 2023.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:

03/27/2023

Date Rec'd	3/20/2023
Clerk's File #	RES 2023-0026
Renews #	

Submitting Dept	COMMUNITY AND ECONOMIC	Cross Ref #	
Contact Name/Phone	STEVE X6835	Project #	
Contact E-Mail	SMACDONALD@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0750 - RESOLUTION TO APPLY FOR CERB GRANT FUNDING		

Agenda Wording

A resolution supporting the City's grant application to the WA Community Economic Revitalization Board (CERB) for a \$50,000 grant for Terrain to hire a consultant to conduct a feasibility study for the development of a Creative Economy Hub.

Summary (Background)

Working within 3 key sectors: community, creativity, and economy, Terrain aims to put artists and the arts at the forefront of Spokane's economic development strategies by building a stronger creative economy and robust creative workforce. To do this - it requires a globally competitive hub to create, forge business relationships, network and develop. There is a unique opportunity, right now, to do just that at 314 & 320 W. Riverside,

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

Dept Head	MACDONALD, STEVEN
Division Director	MACDONALD, STEVEN
Finance	ORLOB, KIMBERLY
Legal	PICCOLO, MIKE
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PIES 3/27/23
Council Sponsor	CM Cathcart & CP Beggs

Additional Approvals

Purchasing		GBallew@greaterspokane.org
ACCOUNTING -	MURRAY, MICHELLE	ginger@terrainspokane.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

creating a Terrain Creative Economy Hub that could, in one fell swoop, accelerate Spokane's growth and create a facility that rivals any other across the country. To do so, Terrain wishes to transform the buildings into a center of creative development, technology, practice, and community engagement through a mixed-used, equitable transformation of the site - to include retail space, artist studios, performance spaces, incubator spaces, and space for diverse community members.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Community & Economic Development
Contact Name	Steve MacDonald
Contact Email & Phone	smacdonald@spokanecity.org x6835
Council Sponsor(s)	CM Cathcart & CP Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 Minutes
Agenda Item Name	Resolution to Apply for CERB Grant Funding
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p><u>Project Description</u></p> <p>A feasibility study on the development of a creative economy hub (to include business incubation and acceleration) at 314 & 320 W. Riverside, two currently empty buildings in downtown Spokane, Washington. The team working on the feasibility study includes Terrain, a creative economy development organization with a 15-year track record, new owners of 314 & 320 W. Riverside Russ and Dan Spalding, Greater Spokane Inc., the regional ADO, and City of Spokane.</p> <p><u>Background on Creative Economy Hub</u></p> <p>Working within 3 key sectors: community, creativity, and economy, Terrain aims to put artists and the arts at the forefront of Spokane's economic development strategies by building a stronger creative economy and robust creative workforce.</p> <p>To do this - it requires a globally competitive hub to create, forge business relationships, network and develop. There is a unique opportunity, right now, to do just that at 314 & 320 W. Riverside, creating a Terrain Creative Economy Hub that could, in one fell swoop, accelerate Spokane's growth and create a facility that rivals any other across the country. To do so, Terrain wishes to transform the buildings into a center of creative development, technology, practice, and community engagement through a mixed-used, equitable transformation of the site - to include retail space, artist studios, performance spaces, incubator spaces, and space for diverse community members.</p> <p>Central to this activity is pulling Terrain's existing programming — including at 4200 sq ft. retail storefront and 2700 sq. ft. Gallery Space — into this singular location, as well as expanding their current offerings and growing strategic collaborations ensuring an array of diverse and catalytic economic activities throughout the building. This idea is backed by visionary building owners with a proven track-record of cultural redevelopment, and will be a transformative project improving downtown, attracting creatives, and positioning Spokane as one of America's leading mid-sized cities for creatives, artists, and substantial economies of scale that they support.</p> <p><u>Benefits of the project include:</u></p> <p>Expanding Terrain's programs and impact, Addressing current gaps in Spokane's creative economy, Regional landmark attracting Spokanites and tourists alike,</p>

The Terrain Cultural hub has the potential to revolutionize the way Spokane does art + business, not only transforming our city into a more economically diverse, just, vibrant, and equitable place to live, but by creating jobs, attracting tourism, and making Spokane a leader in how cities across the country could and should approach artists and the arts.

Community Impact:
 Similar to many cities across the nation, Spokane’s central business district is challenged by fewer office workers (as remote and hybrid work schedules have become permanent), homelessness, and increased crime. Growing the creative economy is one key solution to bring back a thriving central business district as the area pivots to increase its residential, cultural, sports and entertainment focus.

Proposed Council Action Approval at April 10th Legislative Council Meeting

Fiscal Impact
 Total Cost: \$50,000
 Approved in current year budget? Yes No N/A

Funding Source One-time Recurring
 Specify funding source: CERB (WA State Dept of Commerce)

Expense Occurrence One-time Recurring

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

The City of Spokane is the submitting party for Terrain, as a condition of the CERB grant application. Terrain has several organizations providing the funding match required by CERB as a prerequisite of being approved for the funding. These include Empire Health Foundation, Better Health Together, & STCU (with pending matches from Innovia Foundation & Johnston-Fix Foundation).

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

Building inclusive communities, expanding opportunity, and reducing inequity for arts-based businesses and the public at large.

Terrain’s current programming reflects a commitment to serving ALL people and provides a sense of belonging and empowerment for Spokane’s most underrepresented groups. For example, 47% of Terrain’s business incubator program participants identify as BIPOC and/or LGBTQ2SIA+. 83% of their gallery shows feature an artist who identifies as BIPOC and/or LGBTQ2SIA+, and 37% of the businesses represented in their retail program identify as BIPOC and/or LGBTQ2SIA+. This is significant in Spokane County where 89% of residents identify as white. In addition, 68% of the businesses Terrain serves out of their retail incubator program are woman-owned.

Patrons of Terrain’s various programs encompass a diverse pool of the population including a variety in cultural, generational, gender and economic backgrounds, and given Terrain’s focus on equity and social justice work, we are confident that Spokaneites from all backgrounds and economic statuses will find community at the Terrain Cultural Hub.

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?

Terrain Hub aligns with city-wide economic development efforts including Greater Spokane Incorporated's CEDS plan and The City of Spokane's Downtown Plan whose vision statement declares "***Downtown Spokane as the cultural and economic heart of the Inland Northwest.***"

Terrain Hub is also a permanent solution for many of the **Downtown Plan's** goals including:

ACH1: Highlight Downtown's history to build awareness of local culture and support the arts

ACH2: Bring arts and culture into the public realm Downtown and develop an Arts Plan to support arts and cultural uses with a focus on Downtown

ACH3: Create space for art-focused and culturally-oriented small business and organizations, targeting those that cannot afford to locate Downtown

LWP1: Encourage residential and mixed-use development with a variety in housing types and sizes that are affordable to a range of income levels

LWP2: Enhance residential amenities like public spaces, services, and cultural uses Downtown

This project is in direct support of multiple CEDS strategies, including strategy 1.3.1 to "Support the modernization and increase the competitiveness of aging downtown commercial buildings, especially in historically underserved areas." and strategy 4.2.3 to "Grow the region's creative economy by deepening ties among the public sector, education, and the private sector." Investing in the development of downtown Spokane will positively impact our ability to recover from future economic disruption. Furthermore, in order to grow the region's creative economy, enhanced alignment is needed between Greater Spokane's public and private sector programs, organizations, and nontraditional economic development partners to improve synergies and address the region's most pressing issues. The development of a creative economy hub will help accomplish this and more.

RESOLUTION NO. 2023-0026

A resolution supporting the City's grant application to the State of Washington Community Economic Revitalization Board for Funding a Creative Economy Hub.

WHEREAS, the City administration desires to apply for grant funding for a feasibility study on the development of a creative economy hub (to include business incubation and acceleration) at 314 & 320 W. Riverside, two currently empty buildings in downtown Spokane, Washington. The team working on the feasibility study includes Terrain, a creative economy development organization with a 15-year track record; and

WHEREAS, the grant application is to the State Community Economic Revitalization Board (CERB) in the amount of \$50,000; and

WHEREAS, the grant application, as more fully explained in the attached briefing paper, will add funding for the feasibility study as set forth above and in the briefing paper; and

WHEREAS, the City administration has been working with Terrain, along with Greater Spokane, Inc. and the owners (Dan and Russ Spalding) of the Jensen-Byrd building, on a cutting-edge creative economy hub project; and

WHEREAS, the administration strongly believes the project could be of interest to organizations with New Market Tax Credits, since it has substantial job creation and is in a Census Tract with 47% poverty; and

WHEREAS, the application for the CERB grant, through the WA Department of Commerce, requires the inclusion of a resolution passed by the Spokane City Council; and

WHEREAS, the CERB application must be received from a public entity so will be submitted by the Community & Economic Development Division of the City of Spokane by the application due date of Monday, March 27, 2023.

NOW, THEREFORE, it is resolved that the Spokane City Council supports the City administration's application for CERB Terrain Funding.

PASSED BY THE CITY COUNCIL ON _____, 2023.

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Request \$50,000

Match

- \$25,000 Empire Health Foundation
- \$10,000 Better Health Together
- \$10,000 STCU
- \$20,000 Innovia Foundation (pending)
- \$10,000 Johnston-Fix Foundation (pending)

Applicant Information **Steve MacDonald**

Office 509-625-6835 | Mobile 509-435-2467 | smacdonald@spokanecity.org

SWV

Legislative District 3rd, 4th, 6th Project is in 3rd

Congressional District 5th

County Spokane

Project Description	<p>A feasibility study on the development of a creative economy hub (to include business incubation and acceleration) at 314 & 320 W. Riverside, two currently empty buildings in downtown Spokane, Washington. The team working on the feasibility study includes Terrain, a creative economy development organization with a 15-year track record, new owners of 314 & 320 W. Riverside Russ and Dan Spalding, Greater Spokane Inc., the regional ADO, and City of Spokane.</p> <p><u>Background on creative economy hub</u> - Working within 3 key sectors: community, creativity, and economy, Terrain aims to put artists and the arts at the forefront of Spokane's economic development strategies by building a stronger creative economy and robust creative workforce.</p> <p>To do this - it requires a globally competitive hub to create, forge business relationships, network and develop. There is a unique opportunity, right now, to do just that at 314 & 320 W. Riverside, creating a Terrain Creative Economy Hub that could, in one fell swoop, accelerate Spokane's growth and create a facility that rivals any other across the country. To do so, Terrain wishes to transform-the buildings into a center of creative development, technology, practice, and community engagement through a mixed-used, equitable transformation of the site - to include retail space, artist studios, performance spaces, incubator spaces, and space for diverse community members.</p> <p>Central to this activity is pulling Terrain's existing programming — including at 4200 sq ft. retail storefront and 2700 sq. ft. Gallery Space — into this singular location, as well as expanding their current offerings and growing strategic</p>
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	<p>collaborations ensuring an array of diverse and catalytic economic activities throughout the building.</p> <p>This idea is backed by visionary building owners with a proven track-record of cultural redevelopment, and will be a transformative project improving downtown, attracting creatives, and positioning Spokane as one of America’s leading mid-sized cities for creatives, artists, and substantial economies of scale that they support.</p> <p>Background on 314 W. Riverside - Located in the heart of downtown Spokane, The Jensen-Byrd (Co) building has stood at 314 & 320 W. Riverside (Lot 2212) since 1904 when the company (est. 1893) moved from Sprague WA to Spokane WA after a devastating fire. In 1905, the company (then called Jensen-King-Byrd Hardware) took over the Seller Building next door (Lot 2211) and operated as one of Spokane's most active hardware stores until 1958. That year, the firm took over the Marshall-Wells company and traded their three smaller warehouses for one large one at 131 W. Main Ave., about 5 blocks away. At the same time, the company shut down their storefront after 75 years of retail sales to focus on their wholesale business.</p> <p>314 & 320 W. Riverside was still owned by the Jensen family when it was put on the market in January 2022. The sale attracted buyers nationwide but was ultimately sold to brothers/developers Russ and Dan Spalding whose own family has a long history of doing business in Spokane.</p> <p>The new fate of the Jensen-Byrd Building will see a vibrant and animated space bringing music, arts, culture, creative workforce development, and affordable housing to Spokane's downtown core.</p> <p>Adding to this dynamism is the fact that the Jensen-Byrd sits on the new City Central Line — Spokane's first Bus Rapid Transit Route (BRT) — and is a short walk to the University District, River Park Square (Spokane's premier shopping destination), and Riverfront Park, a 100-acre urban park revitalized for the 1974 World's Fair.</p>
<p>Project Scope of Work</p>	<p>Using designs/plans and vision that are developed, this study will produce the following:</p> <ul style="list-style-type: none"> ● Market Testing - Mapping cultural supply in Spokane, gap analysis etc ● Market Testing - Workshop with selected stakeholders to understand demand, review of any existing data ● Policy alignment - Align the vision with 3-4 key policy documents (e.g. Spokane Downtown Master Plan 2021 etc) ● Selected benchmark case studies ● Testing feasibility - Estimate Construction / fit out cost ● Testing feasibility - Build operational models (costs / revenue) & identify rent payable or profit share - Adjust schedule of accommodation to suit (perhaps providing 3 options) ● Review of public / private funding opportunities ● Identify next steps

	<p>With this work we have a completed feasibility assessment to explore the viability of the cultural hub at 314 W. Riverside, as well as determining how it can support an array of wider Spokane city and regional objectives.</p>
<p>Short Term Benefits</p>	<p>The short-term benefits of this project are vast including:</p> <ul style="list-style-type: none"> • Expanding Terrain's programs and impact: Terrain currently operates from 3 primary locations i.e. 808 W. Main (retail incubator program); 628 N. Monroe (gallery space); 304 W. Pacific (Offices) as well as an array of temporary locations for large-scale events and special projects. Centralizing this programming will not only allow Terrain to streamline and amplify their existing work, but they will be able to add additional programming, bolstering the arts-based businesses they serve, and expanding their economic footprint. NOTE: In 2022 alone, Terrain's programs generated \$1,076,601 in art sales and artist payments — 81% of which went directly into the pockets of Spokane creatives. Additionally, Terrain has a long history of helping to produce programs and events outside of their own programming, and a Terrain Economy Hub will allow for external individuals and groups to perform, grow, and incubate their own ideas, further catalyzing the creative sector as a whole. • Addressing current gaps in Spokane’s creative economy: For example, the lack of affordable studio space is a well-known, long-time constraint for the growth of Spokane’s artists and arts-based businesses. So is the lack of a mid-size venue with a 500-person capacity. A Terrain Cultural Hub will not only work to solve these issues but will address many other opportunities for growth identified in the Feasibility Study. • Regional landmark attracting Spokaneites and tourists alike: Research shows that cultural centers bind communities together, promote and preserve their identities, and attract growth and investments. We anticipate a Terrain Cultural hub will not only continue to serve the 10s of thousands of people who currently engage with Terrain’s existing programming each year, but bolster these numbers, creating a bustling regional arts and workforce development destination in the heart of downtown Spokane. • Building inclusive communities, expanding opportunity, and reducing inequity for arts-based businesses and the public at large. Terrain’s current programming reflects a commitment to serving ALL people and provides a sense of belonging and empowerment for Spokane’s most underrepresented groups. For example, 47% of Terrain’s business incubator program participants identify as BIPOC and/or LGBTQ2SIA+. 83% of their gallery shows feature an artist who identifies as BIPOC and/or LGBTQ2SIA+, and 37% of the businesses represented in their retail program identify as BIPOC and/or LGBTQ2SIA+. This is significant in Spokane County where 89% of residents identify as white. In addition, 68% of the businesses Terrain serves out of their retail incubator program are woman-owned. Patrons of Terrain’s various programs encompass a diverse pool of the population including a variety in cultural, generational, gender and economic backgrounds, and given Terrain’s focus on equity and social justice work, we are confident that

	<p>Spokanites from all backgrounds and economic statuses will find community at the Terrain Cultural Hub.</p>
<p>Long Term Benefits</p>	<p>We have no doubt, the Terrain Cultural hub has the potential to revolutionize the way Spokane does art + business, not only transforming our city into a more economically diverse, just, vibrant, and equitable place to live, but by creating jobs, attracting tourism, and making Spokane a leader in how cities across the country could and should approach artists and the arts.</p> <p>Not only will it attract and retain talent and improve Spokane’s quality of life, but it will show that equitable, just, and sustainable growth is possible. When developers truly care about the neighborhoods they live and work in, regenerative work that strengthens communities, not displaces them, can happen. We believe that this project has the potential to be an example of that, and hope, in return, be a roadmap for other developers to follow.</p> <p>Lastly, according to the 2017 study, Culture and Social Wellbeing in New York City, "the presence of arts is linked to increased neighborhood livability, community identity, and social wellbeing. Research ties the benefits of arts participation to the informal education and empowerment of the community, and to a sense of pride and community ownership." The study also found that "low-income neighborhoods with cultural resources have 14% fewer cases of child abuse and neglect, and 18% less serious crime than low-income neighborhoods without cultural resources."</p> <p>Another study conducted by Americans for the Arts states that “arts provide a pathway for communities to articulate needs and organize for change...and arts participation correlates with lower rates of juvenile delinquency and truancy, and cultural resources are linked to better health, schooling, and security.”</p> <p>The Terrain Cultural Hub will provide these kinds of opportunities, and with Terrain’s proven track record, and the enormous amount of community support already displayed for this project, we have no doubt we’ll have a similar impact.</p>
<p>Accomplishments</p>	<p>Creating well paid, sustainable jobs 340 jobs will be created Median household income for Spokane is \$52,600 Median household income (1 mile radius) from 314 & 320 W. Riverside is \$29,242 Addressing poverty and houselessness Competing with regional and national cities Attracting and retaining talent and improving Spokane’s quality of life. Creating new facilities and incubators to support creative start-ups</p>
<p>Community Impact</p>	<p>Similar to many cities across the nation, Spokane’s central business district is challenged by fewer office workers (as remote and hybrid work schedules have become permanent), homelessness, and increased crime. Growing the creative economy is one key solution to bring back a thriving central business district as the area pivots to increase its residential, cultural, sports and entertainment focus.</p>

<p>Project Link w/ Economic Diversification</p>	<p>Terrain Hub aligns with city-wide economic development efforts including Greater Spokane Incorporated's CEDS plan and The City of Spokane's Downtown Plan whose vision statement declares "<i>Downtown Spokane as the cultural and economic heart of the Inland Northwest.</i>"</p> <p>Terrain Hub is also a permanent solution for many of the Downtown Plan's goals including:</p> <p>ACH1: Highlight Downtown's history to build awareness of local culture and support the arts</p> <p>ACH2: Bring arts and culture into the public realm Downtown and develop an Arts Plan to support arts and cultural uses with a focus on Downtown</p> <p>ACH3: Create space for art-focused and culturally-oriented small business and organizations, targeting those that cannot afford to locate Downtown</p> <p>LWP1: Encourage residential and mixed-use development with a variety in housing types and sizes that are affordable to a range of income levels</p> <p>LWP2: Enhance residential amenities like public spaces, services, and cultural uses Downtown</p> <p>This project is in direct support of multiple CEDS strategies, including strategy 1.3.1 to “Support the modernization and increase the competitiveness of aging downtown commercial buildings, especially in historically underserved areas.” and strategy 4.2.3 to “Grow the region’s creative economy by deepening ties among the public sector, education, and the private sector.” Investing in the development of downtown Spokane will positively impact our ability to recover from future economic disruption. Furthermore, in order to grow the region’s creative economy, enhanced alignment is needed between Greater Spokane’s public and private sector programs, organizations, and nontraditional economic development partners to improve synergies and address the region’s most pressing issues. The development of a creative economy hub will help accomplish this and more.</p>
<p>Infrastructure Construction Support</p>	<p>NA</p>
<p>Private Investment Interest</p>	<p>With a Feasibility Study in hand, we believe we’ll have a strong and compelling case for private sector investment. Based on the conversations Terrain is currently having with a handful of private Foundations and corporate sponsors, the likelihood of either continued significant investment and/or new significant investments from these entities is strong. In addition, team member Steve MacDonald has a background in New Market Tax Credits and has generated a good amount of interest in the project from New Market consultants. Terrain also has experience in tapping into their 20,000 social media followers, and have run successful Kickstarter campaigns, and other public donation projects as they expanded their programming into brick-and-mortar locations in the past. Lastly, while not private investment per se, Terrain has strong connections with people who’ve run successful art-based capital campaigns that we’ll be bringing onto the team as the project progresses.</p>

	The Project Sponsor has initiated discussions for obtaining New Markets Tax Credit financing (Qualified Census Tract w/ 47% Poverty Rate, 57% of MFI), in addition to providing \$8M in sponsor equity and the balance in debt.
Industry Clusters	Yes, the creative economy is an important sector in Spokane’s economy. It also has correlations to the success and building of two important related sectors, the tech sector and the advanced manufacturing sector. In tech, it is difficult to identify a tech hub that does not also have a strong creative economy, especially growing geographical regions, think Austin, TX. In Advanced Manufacturing there is also ties between the maker space and advances in manufacturing. We also see geographies such as Pittsburgh, PA where a resurgence in manufacturing and tech was tied with a resurgence in the creative economy.
Consultation Selection Process	If a grant is awarded, there are a number of firms on the state’s MRSC roster that are qualified to perform the economic feasibility study and will be eligible to provide proposals for this project through the City of Spokane’s Request for Proposal (RFP) process.
Describe Selection Process	NA
Plan Mandate	No
Schedule	Consultant Chosen – Through RFP process, after reward Begin Work – Week 1 – After award Draft Report – Week 12 Final Report – Week 14 End Work – Week 16 Project Complete – Week 17
Source Funding	CDBG Planning Grant – Steve MacDonald checking on City’s potential CDBG RCAC Planning – Researched, not applicable Ecology Planning – Researched, not applicable DOH Planning – Researched, not applicable USDA Rural Development – Researched, not applicable
Match Funding	Source – Date Approved – Amount Empire Health Foundation — December 1, 2022, \$25,000 Better Health Together — February 27, 2023, \$10,000 STCU — March 8, 2023 — \$10,000
Attachments	Resolution Authorizing Application City of Spokane Evidence of Public Notice - Website Council Agenda Notice Evidence of Local Support – letter from ADO (GSI)

**Agenda Sheet for City Council Meeting**of:
3/27/2023

Date Rec'd	3/23/2023
Clerk's File #	RES 2023-0027
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	Spokane Airport Board
Contact Name/Phone	Larry Krauter, CEO 455-6419
Contact E-Mail	lkrauter@spokaneairports.net
Agenda Item Type	Resolutions
Agenda Item Name	SIA – JOINT RESOLUTION TO AUTHORIZE SALE OF REAL PROPERTY

Agenda Wording
 Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sell real property located on a portion of Spokane County Assessor Tax Parcel No. 15365.1101, consisting of approximately 10 acres and a portion Tax Parcel 15361.1103 consisting of approximately 4.196 acres at Spokane International Airport.

Summary (Background)
 Pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property.

Lease?	Grant related?	Public Works?
Fiscal Impact		Budget Account
Expense \$		#
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head		Study Session\Other	Finance & Admin
Division Director		Council Sponsor	CP Beggs & CM Kinnear
Finance		Distribution List	
Legal		lkrauter@spokaneairports.net	
For the Mayor		twoodard@spokaneairports.net	
Additional Approvals		gvasquez@spokanecounty.org	
Purchasing			

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Spokane Airport Board		
Contact Name	Larry Krauter, CEO		
Contact Email & Phone	lkrauter@spokaneairports.net ; 509-455-6419		
Council Sponsor(s)	CP Beggs and CM Wilkerson		
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:		
Agenda Item Name	Authorize the Airport Board to sell property identified as Spokane County Assessor's Parcel No. 15365.1101, consisting of approximately 10 acres and a portion Tax Parcel 15361.1103, consisting of approximately 4.196 acres		
Summary (Background)	Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sell real property located on a portion of Spokane County Assessor Tax Parcel No. 15365.1101, consisting of approximately 10 acres and a portion Tax Parcel 15361.1103 consisting of approximately 4.196 acres at Spokane International Airport.		
*use the Fiscal Impact box below for relevant financial information			
Proposed Council Action	Approve Joint Resolution		
Fiscal Impact	Total Cost: Click or tap here to enter text. 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: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)		
} N/A			
Operations Impacts (If N/A, please give a brief description as to why)			
What impacts would the proposal have on historically excluded communities?			
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?			
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?			
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?			

City: OPR _____
Resolution No. _____

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON
AND
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF AUTHORIZING)
THE AIRPORT BOARD TO) JOINT RESOLUTION
SELL PROPERTY IDENTIFIED AS A)
PORTION OF SPOKANE COUNTY)
ASSESSOR PARCELS 15365.1101)
AND 15361.1103)

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County (“County”), by and through its Board of County Commissioners, and the City of Spokane (“City”), by and through its City Council, entered into an agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park (“Agreement”); and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

WHEREAS, the Airport Board has recommended to the County and City the sale of (i) a portion of tax parcel 15365.1101 consisting of approximately 10 acres, and (ii) a portion of tax parcel 15361.1103 consisting of approximately 4.196 acres (“Property”), as described in that certain Real Property Purchase and Sale Agreements and Escrow Instructions, dated as of _____, 2022, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to sell the Property, and grant and execute on the right of first refusal on the Property, on the terms and conditions set forth in Exhibit A; and
2. That the Chief Executive Officer of the Airport Board be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to sell the Property.

ADOPTED by the Spokane City Council this _____ day of _____, 2023.

Terri L. Pfister, City Clerk

Approved as to form:

City Attorney

PASSED AND ADOPTED this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

Ginna Vasquez
Clerk of the Board

MARY L. KUNEY, CHAIR

JOSH KERNS, VICE-CHAIR

AL FRENCH, COMMISSIONER

AMBER WALDREF, COMMISSIONER

CHRIS JORDAN, COMMISSIONER

EXHIBIT A

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,
DATED AS OF _____, 2022,
BY AND BETWEEN SPOKANE AIRPORT AND AT ACQUISITIONS, LLC



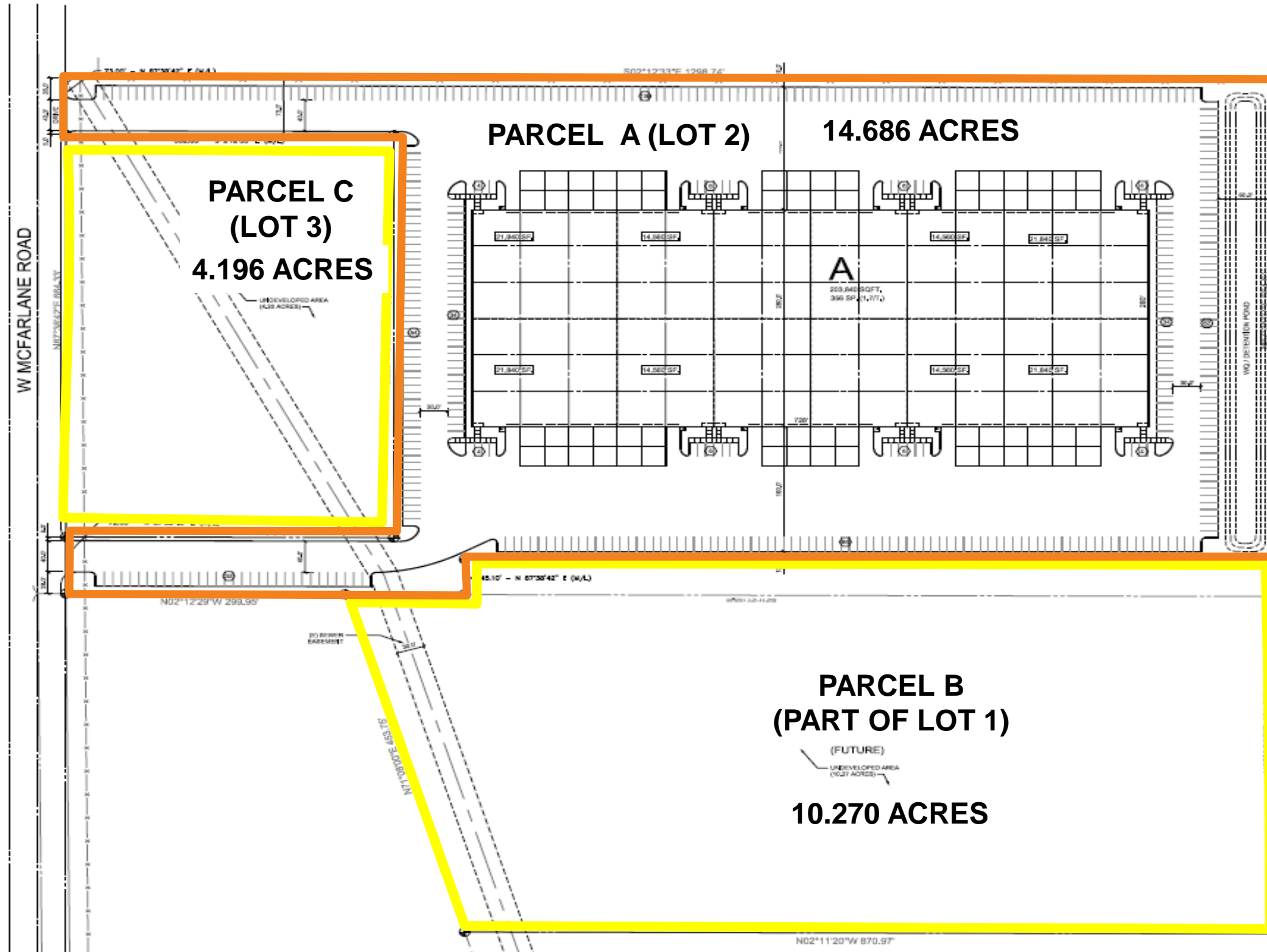
SPOKANE
INTERNATIONAL AIRPORT



Joint Airport Resolution

PSA for Sale of Land

AT Acquisitions, LLC at McFarlane Road



- Prior Sale
- ROFR/Current Sale



GENERAL NOTES:
 1. PROPERTY LINE BEARINGS AND DISTANCES AS WELL AS SITE AREA CALCULATIONS ARE PROVIDED FOR ZONING AND PERMIT REVIEW ONLY. REAL PROPERTY LEGAL DESCRIPTIONS AND AREA CALCULATIONS ARE TO BE PROVIDED BY A REGISTERED PROFESSIONAL SURVEYOR.

AREA SUMMARY:

PARCEL A SITE AREA	638,880 SQFT	14.69 ACRES (A)
BUILDING A	203,840 SQFT	30% COVERAGE

Sale at FMV established by Appraisal



Mr. Lawrence J. Krauter
Spokane International Airport Board
Page 2

The client for this assignment is the Spokane International Airport Board. The intended users of this appraisal and appraisal report are yourself and the Spokane International Airport Board, and no others. The sole intended use is for internal business decisions which may include pricing the properties to execute a right of first refusal. The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report.

Assumptions and Conditions of the Appraisal

The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report. The findings and conclusions are further contingent upon the following appraisal conditions, extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions

- This appraisal is developed under the extraordinary assumption that the size of Tract 2 is +/- 12 acres, subject to easements including a proposed ingress/egress easement area (73' x 871') which will provide access to a neighboring parcel. If this assumption is not true, the market value may change.

Hypothetical Conditions

- None.

The conclusions presented in the following table are based on the analysis contained in the following report.

Value Perspective	Value Conclusions		Total
	Tract 1	Tract 2	
Value Type	Market Value	Market Value	
Value Premise	As Is	As Is	
Property Rights Appraised	Fee Simple	Fee Simple	
Effective Date of Value	December 19, 2022	December 19, 2022	
Value Conclusion	\$370,000	\$780,000	\$1,150,000
	\$2.00 psf	\$1.50 psf	\$1.63 psf

Respectfully submitted,
Valbridge Property Advisors | Inland Pacific Northwest

Tiffany Tauala

Tiffany Tauala
Appraiser Trainee
State Registered Real Estate Appraiser Trainee
Washington State License #22002665
ttuala@valbridge.com

Bruce C. Jolicoeur

Bruce C. Jolicoeur, MAI
Senior Managing Director
Certified General Real Estate Appraiser
Washington State License #1100633
bjolicoeur@valbridge.com



PSA for Sale of Land to AT Acquisitions, LLC

- Property to be acquired by AT consists of Parcel B (10.270 Acres to 12 Acres) depending on area required for extension of Airport access easement and Parcel C (4.196 Acres). Property was previously included in a ROFR agreement as part of previous PSA for @ 15A
- Parcel to be created by Short Plat through City of Spokane
- FAA land release complete
- Earnest money of \$30,000 deposited in escrow
- Appraised value of Parcel B is \$1.65 psf and appraised value of Parcel C is \$2 psf rendering a total estimated purchase price of @ \$1,149,961.35
- Review period completed on February 16, 2023
- Entitlement Period of 180 days commencing on expiration of Review Period.
- AT can activate two 6-month extensions with a \$30k nonrefundable escrow payment
- AT can accelerate closing any time after Airport obtains City/County approval w/15 days notice
- Avigation easement to be recorded over property
- No broker involved in transaction

Access Easement

RETAINED AIRPORT ACCESS EASEMENT

EASEMENT LEGAL DESCRIPTION

A STRIP OF LAND WITHIN THE NW QUARTER OF THE NE QUARTER OF SECTION 36 TOWNSHIP 25N RANGE 41E, W.M., SPOKANE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

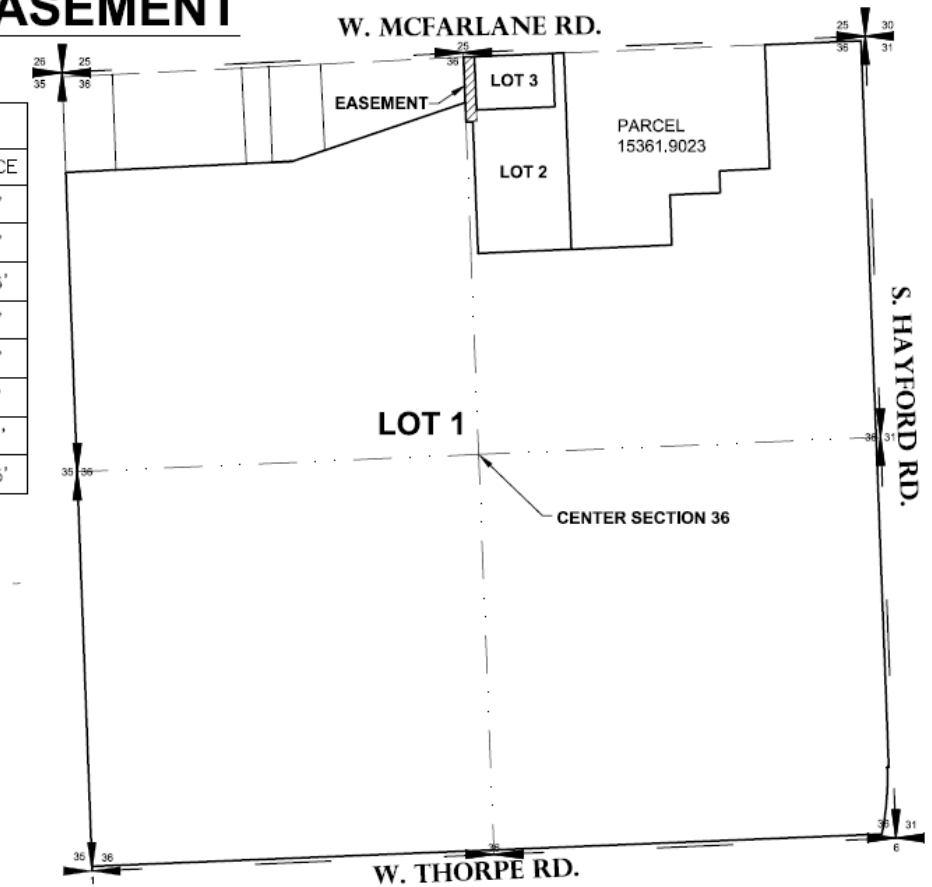
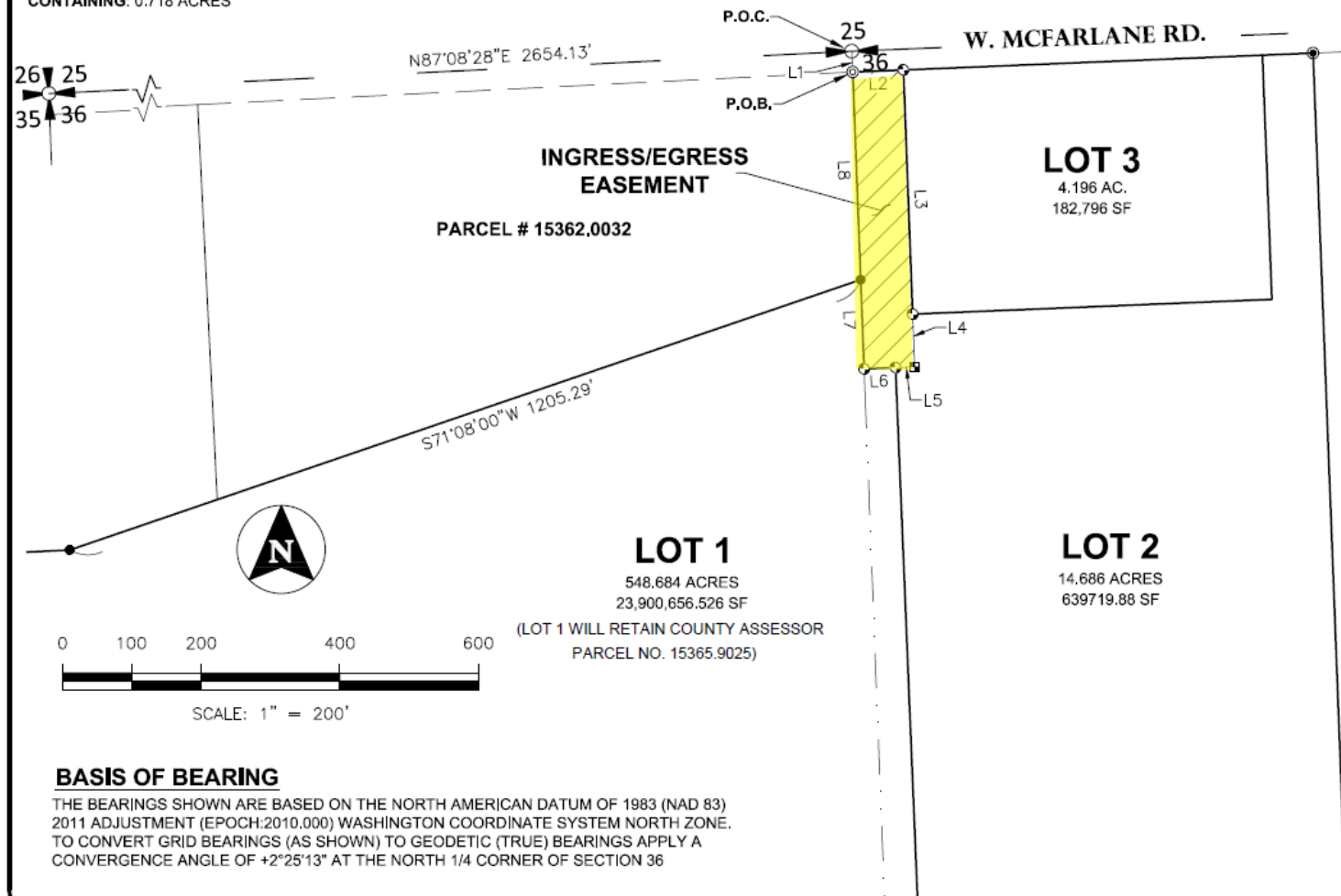
COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 36 MONUMENTED WITH A 2" OUTSIDE DIAMETER IRON PIPE FILLED WITH CONCRETE AND A SMALL STEEL PIN, INSIDE A MONUMENT CASE, FROM WHICH THE NORTHWEST CORNER OF SECTION 36 MONUMENTED WITH A 2-1/2" BRASS CAP PLS 9967 INSIDE A MONUMENT CASE, BEARS S87°08'28"W 2654.13';

THENCE S2°11'12"E 30.00' TO THE SOUTHERLY RIGHT OF WAY LINE OF W. MCFARLANE ROAD MONUMENTED WITH A 5/8" REBAR AND BLUE PLASTIC CAP MARKED TO ENGINEERS PLS 46153, SAID REBAR BEING THE NORTHEAST CORNER OF EXISTING SPOKANE COUNTY PARCEL NUMBER 15362.0032, THE NORTHWEST CORNER OF LOT 2 OF THE SHORT PLAT AIRPORT PARCEL 3 A.T. ACQUISITIONS, AND THE **POINT OF BEGINNING**;

THENCE: N87°38'42"E 73.00' ALONG SAID RIGHT OF WAY TO THE NORTHWEST CORNER OF LOT 3 OF SAID SHORT PLAT, MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444; THENCE S2°12'29"E 352.66' ALONG THE WESTERLY LINE OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3 MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED T-O ENGINEERS PLS 57444; THENCE CONTINUING S2°12'29"E 76.00' TO THE SOUTHEAST CORNER OF THE EASEMENT, THENCE S87°38'24"W 27.57' TO A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444; THENCE CONTINUING S87°38'24"W 45.51' TO THE WEST CORNER OF SAID LOT 2 AND THE SOUTHWEST CORNER OF THE EASEMENT, MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444; THENCE N2°10'15"W 128.71' ALONG THE WESTERLY BOUNDARY OF SAID LOT 2 TO THE SOUTHEAST CORNER OF SAID PARCEL NUMBER 15362.0032 MONUMENTED WITH A 1/2" REBAR AND YELLOW PLASTIC CAP MARKED BENTHIN PLS 13315, THENCE N2°12'32"W 299.95' ALONG THE WESTERLY LINE OF SAID LOT 2 AND EASTERLY LINE OF SAID PARCEL NUMBER 15362.0032, TO THE **POINT OF BEGINNING**.

CONTAINING: 0.718 ACRES

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S02°11'12"E	30.00'
L2	N87°38'42"E	73.00'
L3	S02°12'29"E	352.66'
L4	S02°12'29"E	76.00'
L5	S87°38'24"W	27.57'
L6	S87°38'24"W	45.51'
L7	N02°10'15"W	128.71'
L8	N02°12'32"W	299.95'



BASIS OF BEARING

THE BEARINGS SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT (EPOCH:2010.000) WASHINGTON COORDINATE SYSTEM NORTH ZONE. TO CONVERT GRID BEARINGS (AS SHOWN) TO GEODETIC (TRUE) BEARINGS APPLY A CONVERGENCE ANGLE OF +2°25'13" AT THE NORTH 1/4 CORNER OF SECTION 36

LEGEND

- INGRESS EGRESS EASEMENT
- SOUTHEAST CORNER OF EASEMENT, NOTHING SET
- 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444
- 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED BENTHIN PLS 13315
- 5/8" REBAR WITH BLUE PLASTIC CAP MARKED TO ENGINEERS PLS 46153
- SOUTH RIGHT OF WAY OF W. MCFARLANE ROAD.
- P.O.B.** POINT OF BEGINNING
- P.O.C.** POINT OF COMMENCEMENT

NOTE

LOTS 1 THRU 3 SHOWN ON MAP ARE FROM THE SHORT PLAT NAMED AIRPORT PARCEL 3 A.T. ACQUISITIONS



LEASEHOLDER:

SPOKANE AIRPORT

DATE: JUNE 09, 2021

SHEET 1 OF 1

9000 West Airport Dr., Ste. 204
Spokane, WA 99224



SPOKANE
INTERNATIONAL AIRPORT

Thank you!



Spokane International Airport
GEG – GENERATING ECONOMIC GROWTH

**Agenda Sheet for City Council Meeting**of:
3/27/2023

Date Rec'd	3/23/2023
Clerk's File #	RES 2023-0028
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	Spokane Airport Board
Contact Name/Phone	Larry Krauter, CEO 455-6419
Contact E-Mail	lkrauter@spokaneairports.net
Agenda Item Type	Resolutions
Agenda Item Name	SIA – JOINT RESOLUTION TO AUTHORIZE SALE OF REAL PROPERTY

Agenda Wording

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sell real property identified as Spokane County Assessor's Parcel No. No. 25335.0206 consisting of approximately 11.954 acres.

Summary (Background)

Pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property.

Lease?	Grant related?	Public Works?
Fiscal Impact		Budget Account
Expense \$		#
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head		Study Session\Other	Finance & Admin
Division Director		Council Sponsor	CP Beggs & CM Wilkerson
Finance		Distribution List	
Legal		lkrauter@spokaneairports.net	
For the Mayor		twoodard@spokaneairports.net	
Additional Approvals		gvasquez@spokanecounty.org	
Purchasing			

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Spokane Airport Board
Contact Name	Larry Krauter, CEO
Contact Email & Phone	lkrauter@spokaneairports.net ; 509-455-6419
Council Sponsor(s)	CP Beggs and CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Authorize the Airport Board to sell property identified as Spokane County Assessor's Parcel No. No. 25335.0206 consisting of approximately 11.954 acres.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sell real property located on a portion of Spokane County Assessor Tax Parcel No. 15365.1101, consisting of approximately 10 acres and a portion Tax Parcel 15361.1103 consisting of approximately 4.196 acres at Spokane International Airport.
Proposed Council Action	Approve Joint Resolution
Fiscal Impact Total Cost: <small>Click or tap here to enter text.</small> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <small>Click or tap here to enter text.</small> Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
} N/A	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

City: OPR _____
Resolution No. _____

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON
AND
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF AUTHORIZING)
THE AIRPORT BOARD TO) JOINT RESOLUTION
SELL PROPERTY IDENTIFIED AS A)
SPOKANE COUNTY ASSESSOR)
PARCEL 25335.0206)

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County (“County”), by and through its Board of County Commissioners, and the City of Spokane (“City”), by and through its City Council, entered into an agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park (“Agreement”); and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

WHEREAS, the Airport Board has recommended to the County and City the sale of tax parcel 25335.0206 consisting of approximately 11.954 acres (“Property”), as described in that certain Real Property Purchase and Sale Agreements and Escrow Instructions, dated as of _____, 2022, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to sell the Property, and grant and execute on the right of first refusal on the Property, on the terms and conditions set forth in Exhibit A; and
2. That the Chief Executive Officer of the Airport Board be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to sell the Property.

ADOPTED by the Spokane City Council this _____ day of _____, 2023.

Terri L. Pfister, City Clerk

Approved as to form:

City Attorney

PASSED AND ADOPTED this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, CHAIR

ATTEST:

JOSH KERNS, VICE-CHAIR

Ginna Vasquez
Clerk of the Board

AL FRENCH, COMMISSIONER

AMBER WALDREF, COMMISSIONER

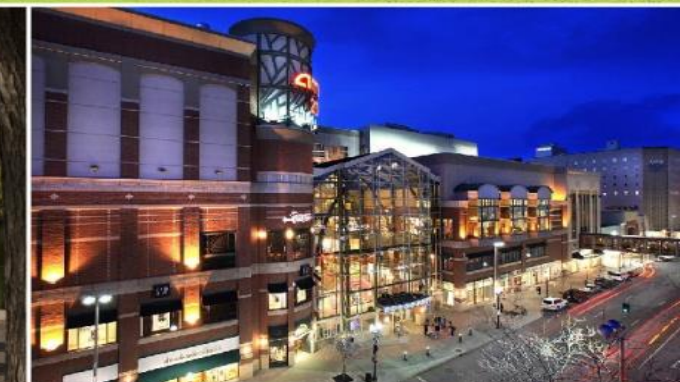
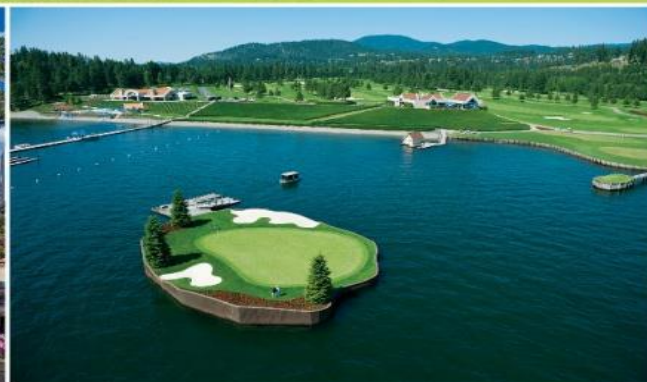
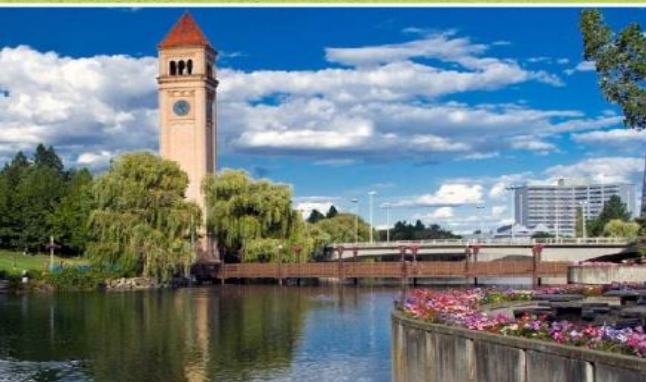
CHRIS JORDAN, COMMISSIONER

EXHIBIT A

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,
DATED AS OF _____, 2022,
BY AND BETWEEN SPOKANE AIRPORT AND PETER RUSNAK

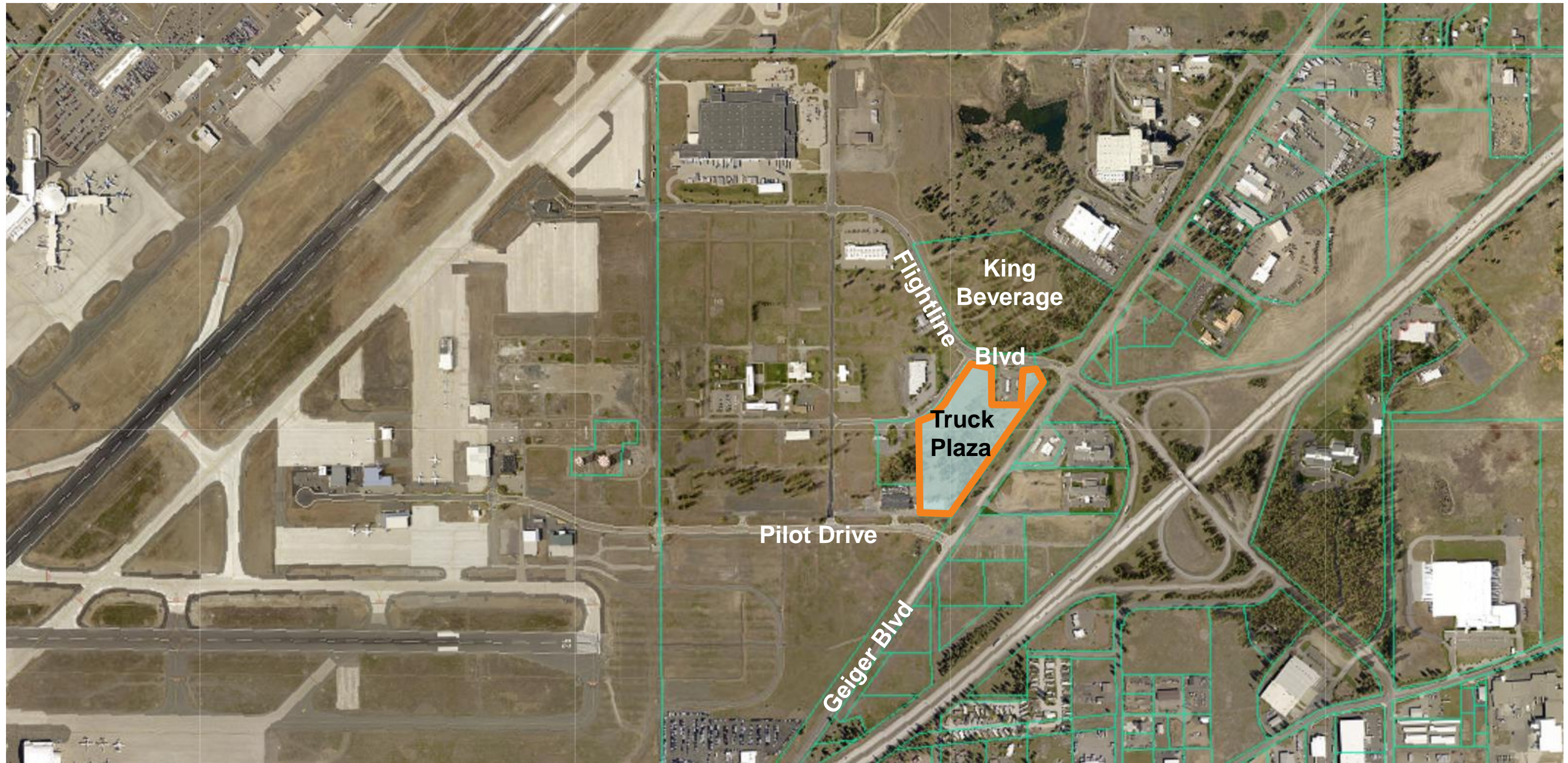


SPOKANE
INTERNATIONAL AIRPORT

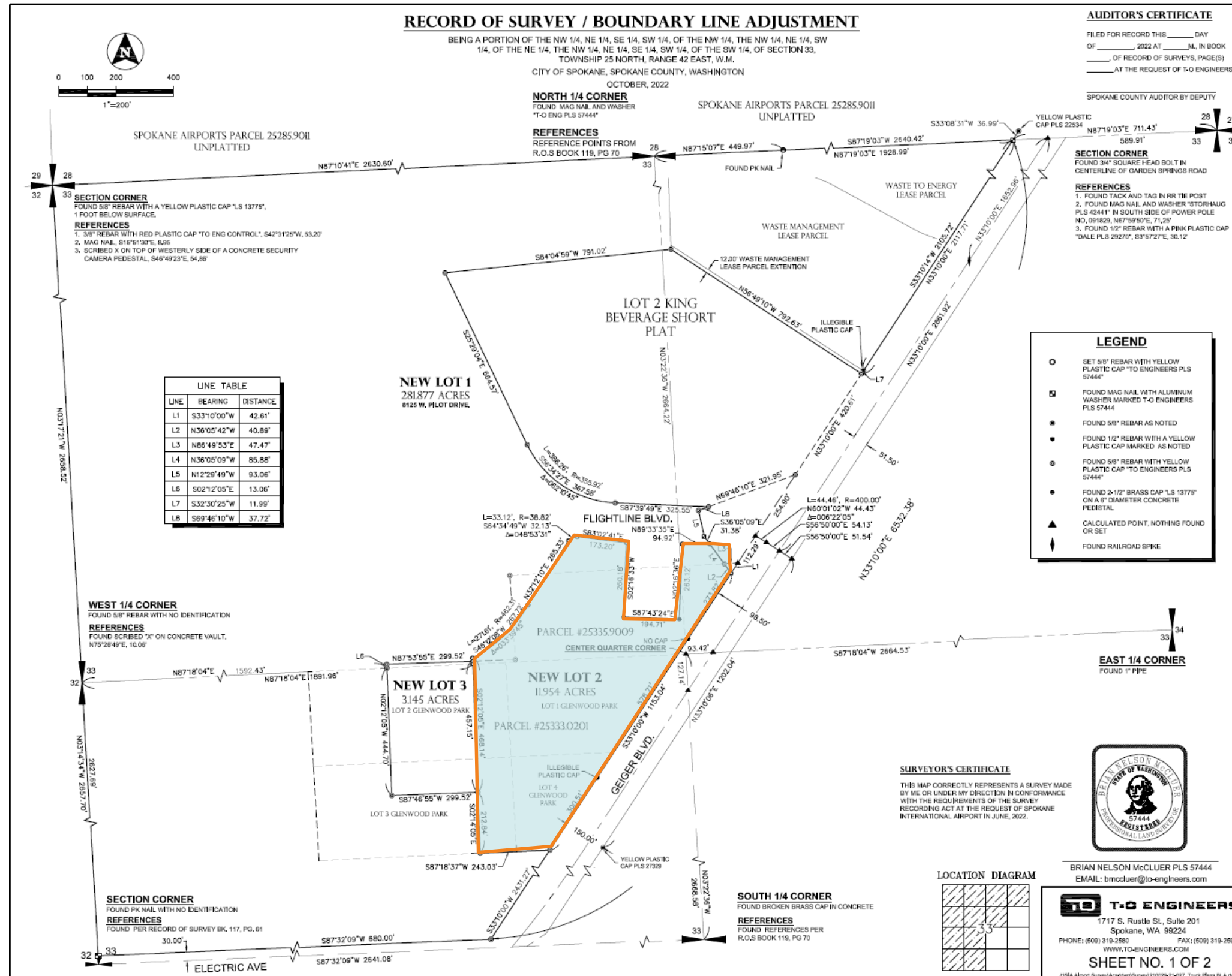


**Airport Joint Resolution
PSA for Sale of Land
to Peter Rusnak**

Overview of Proposed Truck Plaza Site



Boundary Line Adjustments



Proposed Layout from Pete Rusnak



PSA Summary

- Land to be purchased is @ 11.954 Acres at 6801 Flightline Blvd. (Airport Business Park)
- FAA land release required
- Earnest money of \$50,000 deposited in escrow
- Purchase price is \$4.74 psf (\$2,468,194.98)
- Review Period duration is 180 days from Effective Date (anticipated Nov. 17, 2022)
- Review Period can be extended for a one-time 30-day period with payment of a \$25,000
- Closing date within 30 days of expiration of Review Period or earlier if all Airport-required approvals (FAA, City/County) are completed.
- Rusnak responsible to reimburse Airport for segregation plan costs and fees
- Avigation easement to be recorded over property.
- Broker fee of 5.25%



SPOKANE
INTERNATIONAL AIRPORT

Thank you!



Spokane International Airport
GEG – GENERATING ECONOMIC GROWTH



Agenda Sheet for City Council Meeting of:

03/13/2023

<u>Date Rec'd</u>	3/1/2023
<u>Clerk's File #</u>	ORD C36370
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	HANNAHLEE X6714 ALLERS
<u>Contact E-Mail</u>	HALLERS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 - OPEN FORUM CODE UPDATE

Agenda Wording
 An ordinance related to open forum at Spokane City Council meetings; amending section 02.01.040 of the Spokane Municipal Code.

Summary (Background)
 This change removes specifics related to Open Forum from SMC and instead refers to Council's Rules of Procedure for open forum-specific procedures.

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ALLERS, HANNAHLEE	<u>Study Session\Other</u>	2/27 PIES
<u>Division Director</u>		<u>Council Sponsor</u>	CP Beggs; CM Kinnear
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		cwright@spokanecity.org	
<u>For the Mayor</u>		hallery@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C36370

An ordinance related to open forum at Spokane City Council meetings; amending section 02.01.040 of the Spokane Municipal Code.

WHEREAS, City Council holds an open forum during their Legislative Sessions as an opportunity for the members of the public to speak to Council regarding City-related issues that are not on Council’s meeting agenda; and

WHEREAS, the City Council typically changes it Rules of Procedure, which lay out the rules for open forum, on an annual basis, and the rules regarding open forum testimony have changed.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 02.01.040 of the Spokane Municipal Code is amended to read as follows:

Section 02.01.040 Open Forum Session

In the course of each regular City Council Legislative Session (~~((meeting, unless it is ten p.m. or later))~~), there may be an allotment of meeting time for the City Council to hold an open forum (~~((that shall not exceed thirty minutes, at which time items of interest to the citizens of the City that were not placed upon the current or advance agenda may be discussed in front of and with City Council members by interested citizens who have indicated their desire to address the City Council by such procedure as the City Council may prescribe))~~). The open forum (~~((session))~~) is a limited public forum and all matters discussed shall relate to the affairs of the City. (~~((No person shall be permitted to speak at open forum more often than once per month))~~) The rules regarding open forum participation can be found in the City Council’s Rules of Procedure, as adopted pursuant to [SMC 02.01.050](#).

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 Infrastructure, Environment & Sustainability Committee

Submitting Department	City Council
Contact Name	Hannahlee Allers
Contact Email & Phone	hallers@spokanecity.org x6714
Council Sponsor(s)	CP Beggs; CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Open Forum SMC Update
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The SMC section related to Open Forum is outdated. This change removes specifics related to Open Forum (including a 30-minute time limit and only allowing testimony monthly) and instead refers to Council's Rules of Procedure for open forum-specific procedures.
Proposed Council Action	Will file for consideration after committee
Fiscal Impact	
Total Cost: <u>N/A</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Not applicable – this code does not change the rules of open forum, but instead references Council's Rules of Procedure for specifics.	
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? Same as above.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? This code change should keep future SMC changes from being necessary, but Council uses their experience on the dais, as well as input they hear from participants, to craft the rules for open forum as part of their annual Rules of Procedure updates.	
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:

03/27/2023

<u>Date Rec'd</u>	3/16/2023
<u>Clerk's File #</u>	ORD C36373
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	MATT BOSTON 6820
<u>Contact E-Mail</u>	MBOSTON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 - SUPPLEMENTAL BUDGET ORDINANCE

Agenda Wording

An ordinance establishing requirements for unallocated reserve balances within the General Fund; enacting new sections 07.14.030 and 07.14.040 of the Spokane Municipal Code.

Summary (Background)

Establishes requirements for unallocated reserve balances within the General Fund; enacting a new section within article 07.08.010 G of the Spokane Municipal Code relating to budget processes, deadlines, allocation, and monitoring processes.

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ALLERS, HANNAHLEE	<u>Study Session\Other</u>	1/23/23
<u>Division Director</u>		<u>Council Sponsor</u>	Cathcart, Wilkerson, Beggs
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		sblackwell@spokanecity.org	
<u>For the Mayor</u>		mboston@spokanecity.org	
<u>Additional Approvals</u>		mboston@spokanecity.org	
<u>Purchasing</u>			

ORDINANCE NO. C36373

An ordinance establishing requirements for unallocated reserve balances within the General Fund; enacting new sections 07.14.030 and 07.14.040 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.14 of the Spokane Municipal Code is amended to read as follows:

Chapter 07.14 Budget Process

Section 07.14.010 Deadline to Submit Estimates of Sources of Revenue

- A. In accord with the requirements of RCW 35.33.135, on the first Monday of October of each year or such earlier time as may be mutually convenient, the mayor shall provide the city council with current information on estimates of revenues from all sources as adopted in the budget for the current year, together with estimates submitted by the clerk/city budget director under RCW 35.33.051.
- B. The city council and the mayor or his designated representative shall consider the City's total anticipated financial requirements for the ensuing fiscal year, and the city council shall determine and fix by ordinance the amount to be raised by ad valorem taxes.
- C. Upon adoption of the ordinance fixing the amount of ad valorem taxes to be levied, the clerk/budget director shall certify the same to the board of county commissioners as required by RCW 84.52.020.

Section 07.14.020 Revenue Allocation to Northeast Public Development Authority

Effective January 1, 2019, seventy five percent (75%) of incremental Revenue increases from all applicable taxes collected by or on behalf of the City, to include without limitation the City's share of: 1) regular sales or use tax, 2) leasehold excise tax, 3) real and personal property tax, and 4) utility tax generated within the geographic boundaries of the Focus Area set forth in the attached Map, (Map 7.14.020-M1), will be allocated to the NEPDA. For purposes of this section "Revenue" means any incremental increases in tax revenues from properties or conducting of business originating from the location of properties within the geographic boundaries of the Focus Area. The Revenue allocation shall not apply to revenue generated within the boundaries of a tax increment finance district created prior to the effective date of this ordinance.

Section 07.14.030 Budget Monitoring and Review

- A. The Finance, Treasury and Administration Division shall provide regular, monthly, financial reports including budget-to-actual data for the General Fund and any other key fund(s), as necessary. The reports will be provided to the City Council as soon as reasonably available upon the closing of the period.
1. As part of the regular monthly reports, a summary of the General Fund budgeted revenue and expenditures shall be provided with estimates of beginning and ending fund balance and reserves with presumptions and trends defined in the estimates.
 2. In the month following the end of a quarter's Finance and Administration Committee Meeting, the Management and Budget Department will provide a summary of potential financial or operational issues that may impact the City's overall financial position, either positively or negatively, based on analysis of actuals relative to the approved budget.
 3. In the month following the end of the quarter, the Management and Budget Department will provide proposed budget amendments as deemed appropriate based on operational activities, grant or contract awards, financial projections, or other relative information. City Council will determine which proposed budget amendments will proceed for the approval process via a special budget ordinance. The special budget ordinance will be scheduled for approval accordingly.
- B. The Finance, Treasury and Administration Division shall provide a pre-audit year-end financial report for the General Fund, and any other key fund deemed appropriate. The report will include relative fund/reserve balances for the General Fund. The report will be provided to the City Council as soon as reasonable and reliable financial information is available following the close of the fiscal year, but no later than the end of May.
- C. Based on analysis of financial activity from the previous fiscal year, as reported in the pre-audit year-end financial report, the Finance, Treasury and Administration Division shall provide:
1. An update to the General Fund Five-Year Forecast based on all known or expected revenues and expenditures. The General Fund Five-Year Forecast will include the current year's budget, current year projections, and updated projections for the subsequent four years. The report will be provided to the City Council by the May Finance and Administration Committee meeting.
 2. Focused discussion on General Fund "summary type code" accounts (both within the General Fund and supported by the General Fund) that have a materiality level of a budgeted 5% of overall expenditures and/or is projected to be +/- of \$250,000 of its annual budget allocation.

- 3. Recommendation to the City Council that includes reducing and/or increasing expenditure “summary type code” line items that are projected to be over budget or under budget accordingly.

D. Based on the recommendations given in section 07.04.030 (C)(2) and the updated five-year forecast provided in section 07.04.030 (C)(1), the Council will consider making budget adjustments to the annual budget via a special budget ordinance in order to maintain financial sustainability in accordance with Ordinance C36346.

Section 07.14.040 Second Year Detailed Budget Projections

Departments shall prepare preliminary estimates of all known and/or expected revenues and expenditures for the subsequent year following the ensuing fiscal year, in accordance with RCW 35.33.051. The intent of providing the estimates for revenues and expenditures for two years is to better ensure financial sustainability by identifying significant deficits in the future years and attempting to mitigate prior to presenting.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Mayor Nadine Woodward

RECEIVED

MAR 13 2023

Council President Beggs and Councilmembers,

CITY CLERK'S OFFICE

I am vetoing Ordinance C-36366. This ordinance will be detrimental to the city's efforts to enhance employment opportunities, eliminates options available to renters in the housing market, and will impede development of much needed housing stock in our city. This ordinance effectively ends the reasonable pricing for tenants looking to save in an effort to purchase a home by adding unnecessary regulations to an industry that is already one of the most highly regulated in the country thanks to current state laws and increases the risk of doing business here in Spokane.

I expressed my concern to Council that we will see a large amount of sell offs of current rental supply like in Portland and Seattle when similar ordinances passed. On Friday, I was made aware of a family with four young children that has been notified that they will have to find a place to live by May 5 because the landlord is selling the home and no longer wants to operate in the city. We all heard from several owners and managers, both large and small, that they would likely sell their property should this ordinance stay in place. Unfortunately, that is now happening.

With a vacancy rate under 2 percent, tenants are not in a strong position to move to another unit that may be cheaper. That can only happen if we can add more units to our system, which this ordinance endangers.

Now is the time where we should be inviting more investment and making it easier to build housing here in Spokane. I am asking Council to reconsider this ordinance, and instead, work with the Administration on ways to add housing and make it easier for tenants to find safe, clean and affordable housing.

Regards,

Nadine Woodward

Mayor

The City of Choice

808 W. Spokane Falls Blvd. • Spokane, Washington 99201-3335

Phone: 509.625.6250 FAX: 509.625.6563

ORDINANCE NO. C-36366

An ordinance relating to landlord tenant regulations; adopting new sections 10.57.080, 10.57.090, 10.57.100, 10.57.110, 10.57.120, 10.57.130, and 10.57.140 to chapter 10.57; and enacting new sections 07.08.157 and 07.08.158 of the Spokane Municipal Code.

WHEREAS, the City of Spokane desires to reduce the costs of background checks to tenants by supplying portable background checks at no cost to the landlord; and

WHEREAS, the City of Spokane desires to utilize funds authorized under SMC Section 08.07C to fund the housing related services of tenant relocation and legal services for qualified tenants; and

WHEREAS, current Washington law does not provide a civil remedy to violations of residential rental unit regulations in municipal court other than for issues of habitability and therefore the only reasonable legal remedy for many provisions in the Spokane Municipal Code is a private right of action, a private right of action is created for specified violations of the residential rental code; and

WHEREAS, the City of Spokane desires to utilize funds under SMC Section 08.07C to fund the housing related services of rental property damage mitigation for those landlords that work with programs that provide housing support to low income individuals.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there are adopted new sections to chapter 10.57 of the Spokane Municipal Code to read as follows:

SMC 10.57.080	Portable Background and Credit Checks
SMC 10.57.090	Residential Rental Property Mitigation Program
SMC 10.57.100	Legal Services and Relocation Program
SMC 10.57.110	Landlord Walkthroughs and Inspections
SMC 10.57.120	Disclosures
SMC 10.57.130	Anti-Retaliation Protections
SMC 10.57.140	Private Right of Action

Section 10.57.080 Portable 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 and provides an important benefit to both landlords and tenants.

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.
3. The intent of this section is consistent with RCW 59.18.257 to support landlords getting the data they need to make an informed decision about a prospective tenant at no cost to the landlord and in compliance with state law, while ensuring that prospective tenants are not unduly burdened by the need to pay multiple background and credit check fees.

B. Portable background and credit checks program.

1. The City of Spokane's department of Code Enforcement is authorized to publish a request for qualifications ("RFQ") from consumer reporting agencies that have the capability to provide certified portable background and credit checks.
2. The content of the background and credit report must comply with state and federal laws and housing requirements, including guidance from the federal government on criminal background checks, and would be decided by the Spokane City Council upon the recommendation of an advisory group that must include representatives from landlord, tenant and social services housing organizations.
3. All portable background and credit checks conducted under this section shall be valid for at least ninety (90) days from the date of issuance.
4. The City of Spokane and its agents shall have no right to access the information included in a portable background check unless provided to them by the prospective tenant subject of the report.
5. Prospective tenants are responsible for paying the fee for the creation of the portable background and credit check and landlords cannot be charged for it. Landlords cannot charge tenants an additional fee for accessing the check.
6. Landlords that accept a portable background check pursuant to RCW 59.18.257(1)(iv) may not charge a tenant for a second background and credit screening service.
7. 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 10.57.090 Residential Rental Property Mitigation Program.

- A. The department of Community, Housing and Human Services is authorized to operate a rental property mitigation program, which is intended to assist in the repair of residential rental properties that are damaged during a tenancy and where damage occurs through no fault of the landlord.
- B. 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.
- C. The department of Community, Housing and Human Services 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.
- D. Landlords applying for funding from the rental property mitigation fund must meet the criteria established by the Community, Housing and Human Services department pursuant to subsection (C) of this section. Within a calendar year, disbursement of such funds shall prioritize assistance to landlords where a government, nonprofit operated program, or privately operated program under government contract that provides housing support to low income individuals referred the tenant to the landlord or provided a portion of their rent or damage deposit, with remaining funding disbursed to all other qualifying applicants thereafter.
- E. The City may contract with another entity to administer its Residential Rental Property Mitigation Program.

Section 10.57.100 Legal Services and Relocation Program

- A. City of Spokane is authorized to use monies from the Legal Services and Relocation Fund to contract with another entity to provide attorney services for landlord and tenant legal services and mediation costs, with a focus on habitability and violations of the Chapter 59.18 RCW - Residential Landlord Tenant Act ("RLTA"). The city investment would provide seed money for first year of salary and benefits for an attorney and reasonable litigation costs, including mediation fees. Legal fees from successful representation would be used to sustain the attorney(s) and associated costs for the long term.
- B. The City is further authorized to disburse monies from the Legal Services and Relocation Fund to 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, which will reimburse the fund. The City is also authorized to disburse monies from the Legal Services and Relocation Fund to landlords to assist with tenant removal or relocation. The attorney described in Section A shall establish an application, review, and appeals process for the relocation fund program.

C. Minimum program requirements:

1. A program that focuses on pursuing legal remedies for rental housing units that clearly fall below standard of habitability defined in the Spokane Municipal Code and/or violate the RLTA in consultation with Code Enforcement.
2. A program that provides prompt relocation funds from City directly to the tenant once it appears to the attorney described in Section A that a landlord is more likely than not to be held liable under state law and then collects from the landlord and any settlement funds as first priority a reimbursement to the relocation funds advanced and any attorney fees that could be used to fund the attorney positions in the future.
3. A program that builds increased capacity for these services, including education and outreach.
4. Services provided under this section may only be provided to individuals from households with incomes less than 400% of the federal poverty level.

Section 10.57.110 Landlord Walkthroughs and Inspections

- A. Prior to any rental occupancy, the landlord or owner or manager of residential rental real property shall self-inspect the unit ensuring it meets the requirements of applicable building and housing codes impacting health, safety, and livability.
- B. The owner of residential rental real property shall make all necessary repairs to keep the premises in habitable condition as defined by the Spokane Municipal Code before a tenant may occupy the unit.
- C. Any entity or individual operating rental housing shall maintain all move-in and move-out inspection records for at least three years.
- D. Execution of any rental agreement shall act as certification by the landlord or owner or manager of residential rental real property that all relevant state and municipal building and housing codes impacting health, safety, and habitability are met.

Section 10.57.120 Disclosures

- A. Prior to entering into a lease or rental agreement, the landlord, owner or manager of residential rental real property must disclose to prospective tenants whether the unit has had a history of mold, any remediation, and whether the landlord has been informed by past tenants of any health concerns related to mold.
- B. The landlord or owner or manager of residential rental real property must disclose to tenants within ten (10) days when a unit they are renting is part of a building or parcel that has been listed for sale. In the event that the property is sold, the landlord or owner or manager of residential rental real property must provide all known contact information for the new owner(s) to the tenants.
- C. The landlord or owner or manager of residential rental real property must disclose any known history of methamphetamine manufacturing on the premises.

Section 10.57.130 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 protection against retaliation, and the City of Spokane intends for its code 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 10.57.140 Private Right of Action

- A. Any person or class of persons who claim to have been injured by a violation of sections 10.57.020(H), 10.57.110, 10.57.120, or 10.57.130 may commence a civil action in Superior Court, not later than three (3) years after the occurrence of the alleged violation to obtain relief with respect to such violation. Upon prevailing, such aggrieved person may be awarded reasonable attorneys’ fees

and costs, and such other legal and equitable relief as appropriate to remedy the violation including, without limitation, the payment of compensatory damages, a penalty of up to \$500, and injunctive relief.

- B. If a landlord fails to comply with the requirements of sections 10.57.020(H), 10.57.110, 10.57.120, or 10.57.130 and such failure was not caused by the tenant, the tenant may terminate the rental agreement by written notice pursuant to law.

Section 2. That there is enacted a new section 07.08.157 of the Spokane Municipal Code to read as follows:

Section 07.08.157 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 10% of fees from business registration that have at least one listed residential rental property.
- B. As provided in the annual budget, the “residential rental property mitigation fund” is appropriated to provide for payment of repairs 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 where damage occurs through no fault of the landlord. as established by SMC 10.57.080. 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, including an initial investment of startup money.

Section 3. That there is enacted a new section 07.08.158 of the Spokane Municipal Code to read as follows:

Section 07.08.158 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 two percent of all revenue collected pursuant to SMC 8.07C each year for five calendar years (2023-2027) to seed the fund and then it shall thereafter be maintained with 100% proceeds from substandard housing enforcement actions by the Legal Services and Relocation Program.
- 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.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date