

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 April 17, 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 April 17, 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: 2483 972 7210; 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, April 17, 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.

ADDENDUM



CURRENT COUNCIL AGENDA

MEETING OF MONDAY, APRIL 17, 2023

6:00 PM LEGISLATIVE SESSION

CONSENT AGENDA

The following item will be considered under Special Considerations Item S2.a. (LGL 2023-0023):

9. ~~City Clerk Report on Initiative 2023-1 filed by Chris Council LGL 2023-0023~~
~~Batten regarding the prohibition of public use of Decision~~
~~dangerous drugs.~~
~~Terri Pfister~~

SPECIAL CONSIDERATIONS

RECOMMENDATION

Request motion to suspend Council Rules and add the following items (CPR 2023-0016, LGL 2023-0023, and LGL 2023-0024):

- S1. Consideration of City Council letter to Michael Council CPR 2023-0016
Frucci, P.E., regarding request to coordinate Decision
discussions on funding options for the Highway
195 Corridor.
Council President Beggs

S2. City Clerk Reports on Initiatives filed by Chris Batten: Council Decision

- a. Initiative No. 2023-1 regarding the prohibition of public use of dangerous drugs. **LGL 2023-0023**

- b. Initiative No. 2023-2 regarding the prohibition of public use of dangerous drugs. (The only difference between Initiative 2023-1 and Initiative 2023-2 is that the word “gross” is removed before “misdemeanor” in the text of the initiative.) **LGL 2023-0024**

Terri Pfister



SPokane City Council
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3335

17 April 2023

Michael A. Frucci, P.E.
Acting Regional Administrator
WSDOT Eastern Region
2714 N Mayfair Street
Spokane, WA 99207

RE: Request to Coordinate Discussions on Funding Options for Hwy 195 Corridor

Dear Mr. Frucci:

Thank you for your letter dated April 10, 2023, regarding conditions along the Hwy 195 corridor addressed to Council President Beggs.

First, we, the undersigned, appreciate your acknowledgment of the efforts of the current Spokane City Council to tackle this challenge. As you and many others well understand, the current conditions have been decades in the making and, unfortunately, have become pressing with increased development. There is more to do for all of us.

We appreciate the continuing partnership with WSDOT to arrive at equitable funding that specifically address your infrastructure concerns. We sincerely regret that past administrations and councils did not address these infrastructure needs earlier, and frankly failed to provide any sensible mechanism to fund essential services and improvements for more than 20 years.

Council recently adopted the SRTC study and recommendations for upgrading network connections parallel with Hwy. 195 so that we can reduce safety concerns and traffic volumes on Hwy 195. The City's top priority is to re-establish a two-way connection with Inland Empire Way so that residents in Latah Valley can use that route to reach Downtown Spokane independent of Hwy 195, and Spokane Transit Authority can provide bus services. We hope to update our upcoming Capital Improvement Plan to reflect that priority.

Implicit in your letter (and Mr. Gribner's 2020 letter) is a continued request for a formal halt to development along the Hwy 195 corridor. We understand this, but at the same time are constrained by state law in our efforts to limit or suspend development in the area indefinitely, and by the broader demands to address the critical housing shortage. Unfortunately, those constraints are real and indirectly constrain WDOT in its options. For this reason, it is understood within the City Hall that sooner (rather than later) that WSDOT will need to act by whatever means necessary to keep the Hwy 195 corridor as safe as possible for all users under the current conditions, including limiting turns until the new network connections are established.

Despite these challenges, we hope to continue our partnership with a meaningful investment in the City's portion of the transportation system. The cost of these projects is prohibitive but much less expensive than an overhaul of the I-90 connection and bridge.



SPOKANE CITY COUNCIL
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3335

We ask that, the City and WSDOT work together to identify funding to begin the first phase of design and construction on the most critical elements that we mutually agree upon and are in line with the SRTC study that the Council approved last year.

We would like to set up a series of meetings between Council Members, city staff, and WSDOT staff to set up a timeline and funding sources to expedite this process.

Thank you for your time and consideration.

Sincerely,

Breean Beggs, City Council President

Lori Kinnear, Council Member District 2

Betsy Wilkerson, Council Member, District 2

Michael Cathcart, Council Member, District 1

Jonathan Bingle, Council Member District 1

Karen Stratton, Council Member, District 3

Zack Zappone, Council Member District 3



SPOKANE CITY COUNCIL
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3335

Cc (via email): Nadine Woodward, Mayor, City of Spokane
Marlene Feist, Public Works Director, City of Spokane
Spencer Gardner, Planning Services Director,
City of Spokane Betsy Wilkerson, Chair, SRTC Board
Lois Bollenback, Executive Director, SRTC
Roger Millar, Secretary of Transportation
WSDOT Charlene Kay, Planning, WSDOT ER
Bryce Brown, Attorney General Office



Eastern Region
2714 N. Mayfair Street
Spokane, WA 99207-2090
509-324-6000 / FAX: 509-324-6005
TTY: 1-800-833-6388
www.wsdot.wa.gov

April 10, 2023

The Honorable Breean Beggs
City Council President
City of Spokane
808 W Spokane Falls Blvd.
Spokane, WA 99201

Re: US 195 Land Use Development Impacts

Dear Council President Beggs:

Washington State Department of Transportation (WSDOT) has been following the recent Council activity and conversation regarding development impact fees and the associated ending of the temporary moratorium on development in the US195 corridor. WSDOT is very appreciative of the steps taken by Council back in 2020 to enact the temporary moratorium as requested by WSDOT.

With the ending of the moratorium on developments feeding the US195 corridor and the conversation regarding the impact fee structure ongoing, I want to take an opportunity to remind Council of the WSDOT concerns related to US195. I also want to reiterate WSDOT's position regarding implementation of needed transportation improvements in coordination with residential growth. Both points were articulated in the February 13, 2020, letter to yourself from then Region Administrator Mike Gribner. I have attached that letter for reference.

The Spokane Regional Transportation Council (SRTC) study referenced in the 2020 letter which was undertaken in collaboration with the City, WSDOT, and STA has been completed. It is posted on the SRTC website and the link to it is as follows: <https://us195transportationstudy.com/>. The outcome proposes that 26 projects meeting five study goal areas need to be completed as development progresses.

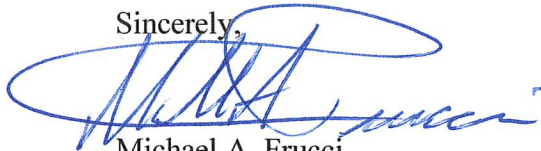
The intersections of Meadowlane/US 195 and 16th/US 195 continue to function at Level of Service "F" (failure) and continue to be unable to accommodate the expected growth in traffic volumes. The Hatch/US 195 intersection is also believed to be functioning at Level of Service "F". Regarding the I-90/US 195 connection, the ramp meter solution that was installed has resulted in a significant crash reduction but as traffic continues to grow the ramp operation will contribute to significant backups for north bound US195 traffic. In short, without implementation of the improvements identified in the SRTC study, development growth along the US 195 corridor will further exacerbate the

identified traffic safety problem and force WSDOT to take action to protect the safety of the individuals who use US 195.

WSDOT applauds the Council work on this difficult topic. Regardless of the solutions enacted by the City I must underscore the vital importance of constructing the identified improvements before or at least along with the construction of the developments. Reiterating a point made in our 2020 letter to you - in the absence of an approach that constructs the needed transportation system improvements, WSDOT will be forced to take safety and traffic control measures to address the safety of our facility. These measures would include removing breaks in the median that allow for unprotected left turns in and out of intersecting roads, such as Hatch, Meadowlane, and 16th. This will make it more difficult for area residents to reach destinations within the City of Spokane. Additionally, the ramp meter will be adjusted as necessary to protect the operations of I-90 which will create significant delays for anybody trying to access I-90 from US 195.

Thank you and the Council for your continued work on this important issue regarding these land use and transportation concerns. Please do not hesitate to contact me if you should have any questions regarding the above matter at (509) 324-6000 or email at fruccim@wsdot.wa.gov.

Sincerely,



Michael A. Frucci
Acting Region Administrator
WSDOT Eastern Region

Attachment: February 13, 2020 letter, US 195 Timeline Summary

Electronic transmittal only of cc's, unless requested -
cc with attachment: Nadine Woodward, Mayor, City of Spokane
Marlene Feist, Public Works Director, City of Spokane
Spencer Gardner, Planning Services Director, City of Spokane
Betsy Wilkerson, Chair, SRTC Board
Lois Bollenback, Executive Director, SRTC
Roger Millar, Secretary of Transportation, WSDOT
Charlene Kay, Planning, WSDOT ER
Bryce Brown, Attorney General Office



Eastern Region
2714 N. Mayfair Street
Spokane, WA 99207-2090
509-324-6000 / FAX: 509-324-6005
TTY: 1-800-833-6388
www.wsdot.wa.gov

February 13, 2020

The Honorable Breean Beggs
City Council President
City of Spokane
808 W Spokane Falls Blvd.
Spokane, WA 99201

Re: US 195 Land Use Development Impacts

Dear Council President Beggs:

I want to bring your attention to a matter that is very concerning to the Washington State Department of Transportation (WSDOT). The City of Spokane's land use decisions have been completed without appropriate accompanying transportation projects. This failure has dramatic adverse effects on the operation of US 195 as a safe, effective, and reliable transportation corridor. These issues originate as early as the early 1990's when the City of Spokane installed a sewer line in the WSDOT US 195 right of way and continue into the present. We have attached a summary outlining our correspondence with the City on this issue and have enclosed an electronic flash drive with a more extensive history of the correspondence.

In 2016 and 2017 when the City of Spokane was preparing the current Comprehensive Plan, WSDOT worked with City staff in regard to the potential impacts development would create on the US 195 corridor. Two of the items agreed upon were the need for further study of the US 195 corridor and practical multi-modal transportation solutions to accommodate the land use identified in the Comprehensive Plan.

The fact that the local street network and other appropriate transportation facilities were never constructed from previous comprehensive planning efforts has led us to what can only be described as a crisis in management of safety within the corridor. To move this conversation forward in spite of the failure to meet the mutual understanding that WSDOT relied upon to approve the City sewer line, WSDOT and the City of Spokane have both consulted SRTC to study this issue further. This study began in the summer of 2019 by bringing on a consultant with expertise in this field to study the land use and transportation systems. This study has an expected completion date of April 2021. WSDOT will continue to collaborate with SRTC and the City of Spokane to ensure the study outcomes align with WSDOT's intended purpose and function of the US 195 corridor.

In spite of these facts, it appears that the City of Spokane subordinates the safety and reliability of US 195 to development pressure within the City's decision making process. Right now approximately 3,500 new housing units have either been approved or are in the process to gain approval that will adversely affect US 195 within the City of Spokane. We expect the number to only increase as further development will be brought forward for consideration. While the intersections of Meadowlane/US 195 and 16th/US 195 are currently functioning at Level of Service "F" (failure) and are unable to accommodate the expected traffic volumes. Additionally, while it has not been recently studied, the Hatch/US 195 intersection is also believed to be functioning at Level of Service "F".

Lastly the I-90/US 195 connection does not have the capacity to accommodate this expected development. The ramp meter that was installed at this intersection to address the collisions at the I-90 merge point is backing traffic up on US 195 in the AM and PM peak hours. Adding additional development will further exacerbate this problem and force WSDOT to take action to protect US 195. In order to allow the current study that SRTC is conducting to be completed and a plan to be formulated on how to address the development in this corridor, I am requesting that the Spokane City Council adopt a development moratorium for the US 195 traffic shed area. It is only after much discussion with staff and our Attorney General's office that I make this recommendation as we believe it is the most responsible course of action.

In the absence of a temporary moratorium on development and a plan put forth to address it in the very near future, WSDOT will be forced to take safety and traffic control measures to address the safety of our facility. Please keep in mind that US 195 is designated as a Highway of National Significance and is a T2 Freight Route which is second only to I-90 in the Spokane area. The preservation of safety and movement of freight and goods on this corridor is a priority for WSDOT. These measures would include removing breaks in the median that allow for unprotected left turns in and out of intersecting roads, such as Hatch, Meadowlane, and 16th. This will make it more difficult for area residents to reach destinations within the City of Spokane. Additionally the ramp meter will be adjusted as necessary to protect the operations of I-90 which will create significant delays for anybody trying to access I-90 from US 195. Lastly, WSDOT will continue to review development proposals and present concerns during the SEPA review period.

WSDOT is currently defending itself in legal actions as a result of the City's failure to follow through with commitments to create an appropriate local access network and the failure to engage in responsible growth management planning. As part of its defense in these civil suits, WSDOT is exploring the identification of the City of Spokane as an at-

US 195 Land Use Development Impacts
February 13, 2020
Page 3

fault nonparty and reserves its rights to join the City of Spokane in litigation as a named party.

I look forward to your response regarding these land use and transportation concerns. Please do not hesitate to contact me if you should have any questions regarding the above matter at (509) 324-6010 or email at gribnem@wsdot.wa.gov.

Sincerely,

Michael Gribner
Regional Administrator

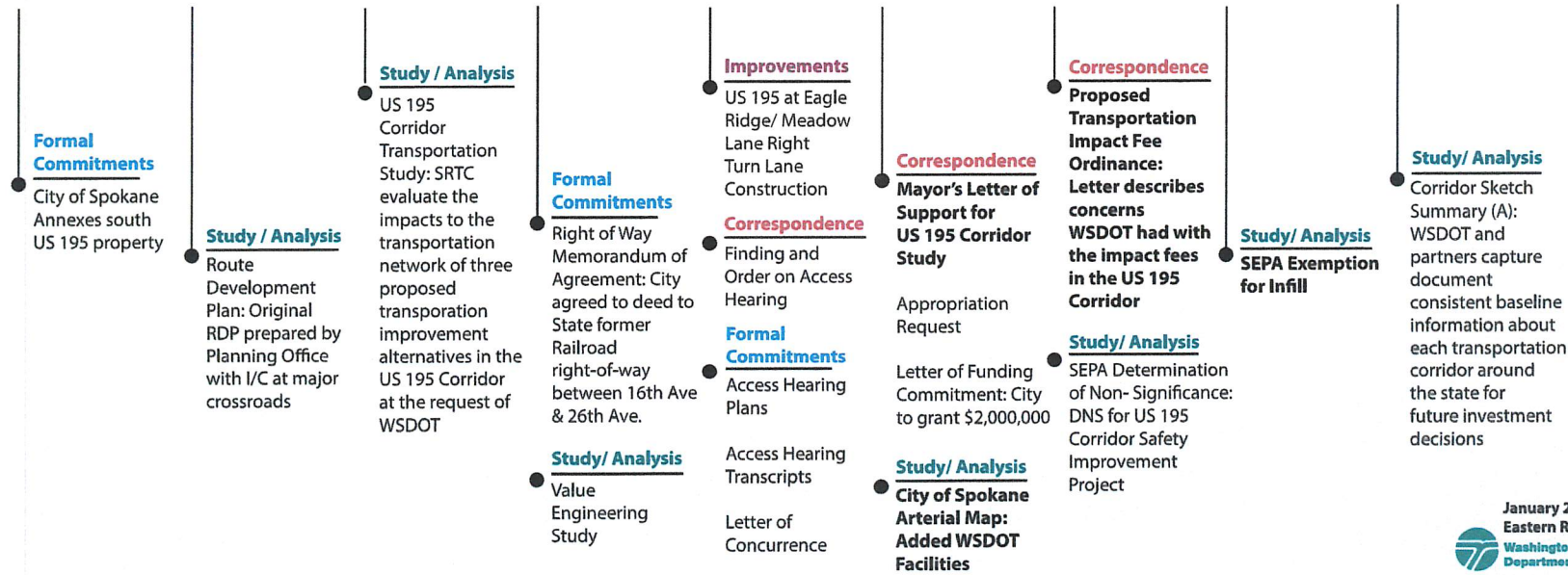
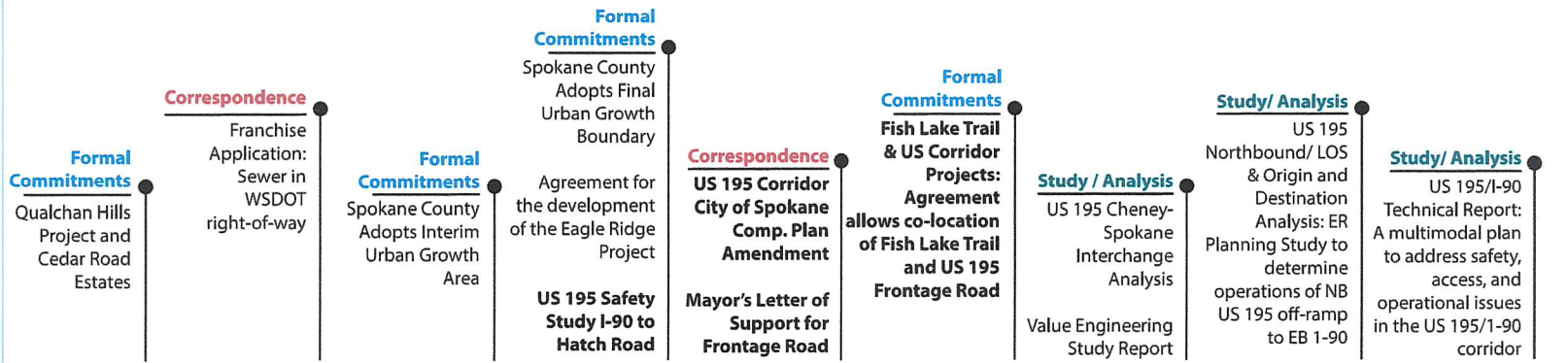
Attachment: US 195 Timeline Summary

Enclosure: Electronic Drive with US 195 Summary and supporting documents

Electronic transmittal only of cc's, unless requested -

cc with attachment: Nadine Woodward, Mayor, City of Spokane
Bryce Brown, Attorney General Office
Al French, Chair, SRTC Board
Sabrina Minshall, Executive Director, SRTC
Rod Higgins, Chair, GMA Steering Committee of Elected Officials
Ben Wick, Mayor, City of Spokane Valley
Roger Millar, Secretary of Transportation, WSDOT
Charlene Kay, Planning, WSDOT

US 195 Corridor Milestones





Agenda Sheet for City Council Meeting of*

04/17/2023

Briefing date: 04/17/2023

Status: DIVISION\FINANCE\LEGAL REVIEW

Date Rec'd (Clerk use only) 4/12/2023

Clerk's File # LGL 2023-0023

Renews #

Submitting Dept*: CITY CLERK

Cross Ref # Initiative 2023-1

Contact Name & Phone*: TERRI PFISTER 625-6354

Project #

Contact E-Mail*: TPFISTER@SPOKANECITY.ORG

Bid #

Add'l Docs Attached? Report Item

Requisition #

Agenda Item Name: 0260- INITIATIVE PROHIBITION OF PUBLIC USE OF DANGEROUS

Agenda Wording*: City Clerk Report on Initiative 2023-1 filed by Chris Batten regarding the prohibition of public use of dangerous drugs.

Summary (Background)*: On March 28, 2023, Chris Batten filed a proposed initiative with the Office of the City Clerk. Pursuant to SMC 2.02.230, the City Attorney's Office reviewed the measure and in consultation with the sponsor prepared a ballot title and summary of the measure. Per SMC 2.02.040, upon receiving this report from the City Clerk, the City Council may pass the measure as proposed, reject the initiative measure and propose another one dealing with the same subject to be considered as council legislation

Lease? Yes No Grant related? Yes No Public Works? Yes No

Fiscal Impact Budget Account

Approvals Council Notifications (Date) None

Dept Head FARNSWORTH, LAURIE Study Session / Other

Division Director Council Sponsor

Finance Distribution List (Emails preferred) Additional?

Legal PICCOLO, MIKE mpiccolo@spokanecity.org

For the Mayor chris@rencorprealty.com

Additional Approvals

Purchasing

ACCOUNTING - LEAS BAIRD, CHRISTI

Select Dept 2

Select Dept 3

Save Cancel View Related Documents

Continuation of Wording, Summary, and Distribution

Agenda Item Name: 0260- INITIATIVE PROHIBITION OF PUBLIC USE OF DANGEROUS DRUGS

Agenda Wording (630 character max)

Summary_(Background) (466 character max)

or submit the initiative measure to the voters on its own motion. If the City Council does not pass the measure as proposed or submit the initiative measure to the voters, the initiative and the ballot title and summary of the measure will be forwarded by the City Clerk to the City Hearing Examiner who shall issue a formal written opinion as to the legal validity and effect of the proposed measure.

Fiscal Impact

Budget Account

Select ▼ \$ #

Select ▼ \$ #

Distribution List

<input type="text"/>	<input type="text"/>
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Save Cancel

WARNING

Every person who signs this petition with any other than his or her true name, knowingly signs more than one of these petitions, signs this petition when he or she is not a legal voter, or makes any false statement on this petition may be punished by fine or imprisonment.

INITIATIVE PETITION TO THE CITIZENS OF THE CITY OF SPOKANE

INITIATIVE NO. 2023 - 1

We, the undersigned citizens and legal voters of the City of Spokane, Washington, respectfully direct that this proposed City Ordinance, known as Initiative No. 2023 - 1, a full, true and correct copy of which is printed herein, be submitted to the electors of the City of Spokane for their approval or rejection at the next available special or general municipal election. The proposed City Ordinance amendment shall appear as the following proposition:

BALLOT TITLE

**INITIATIVE REGARDING THE PROHIBITION OF
PUBLIC USE OF DANGEROUS DRUGS**

There is currently no provision of the Spokane Municipal Code (SMC) that criminalizes the open use of dangerous drugs in public places. This initiative will amend the SMC to make it a gross misdemeanor to use dangerous drugs in public.

Shall the Spokane Municipal Code be amended to make the use of dangerous drugs in public places a gross misdemeanor?

_____ YES

_____ NO

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of the City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once.

(The full text of the proposed City ordinance is printed on the reverse side of this page and continuing on the pages following)

PETITIONER'S SIGNATURE (in dark ink and as shown on the signer's voter registration)	PRINTED NAME (legibly in dark ink)	ADDRESS WHERE REGISTERED TO VOTE (Street Address, City, State, Zip Code)
1.		
20.		

Petitioner: Chris Batten, 2307 E South Altamont Blvd, Spokane, WA (509)315-9545; chris@rencorprealty.com

Signature-gathering firm: Groundgame Political Solutions, LLC, 217 E. Capital Ave., Jefferson City, Missouri 65101, (573)415-8234; mcox@hbsplus.us
City Business Registration No. 604951621-001-0001

SUMMARY OF MEASURE

THE LAW AS IT CURRENTLY EXISTS:

The Spokane Municipal Code prohibits the open use and consumption of alcohol and marijuana in public places but does not address the open use or consumption of other dangerous drugs in public places. Additionally, Spokane's prohibition on the possession of controlled substances does not extend to the open use or consumption of those controlled substances in public places, and the prohibition against loitering for the purpose of engaging in drug-related activity does not provide a penalty.

THE EFFECT OF THE PROPOSAL, IF APPROVED:

This measure creates a new section 10.60.100 of the Spokane Municipal Code. This new ordinance would make it a gross misdemeanor to use dangerous drugs in public.

DECLARATION OF SIGNATURE GATHERER

I, (print name legibly), swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a gross misdemeanor, such violations being punishable by fine or imprisonment or both.

_____ (Signature) _____ (Date)

**PUBLIC PROTECTION ACT: AN ORDINANCE TO PROHIBIT
THE USE OF DANGEROUS DRUGS IN PUBLIC**

WHEREAS, the citizens of the City of Spokane recognize the need to address the epidemic of public use of dangerous drugs; and

WHEREAS, fentanyl is a dangerous synthetic opioid that is 50 times more potent than heroin and 100 times more potent than morphine. Just two milligrams of fentanyl, which is equal to 10-15 grains of table salt, is considered a lethal dose; and

WHEREAS, the Spokane County Department of Health records show over an 186% increase in fentanyl-related overdoses between 2020 and 2021 and a 1233% increase in fentanyl-related overdoses from 2017 to 2021; and

WHEREAS, last year the federal government selected Spokane County as one of 11 locations across the nation with enough fentanyl overdose deaths to warrant special attention; and

WHEREAS, in 2021 the legislature enacted RCW 10.31.115, which prohibits law enforcement from arresting or citing someone for unlawful possession of a controlled substance until the offender has twice been “diverted” to voluntary social services; and

WHEREAS, this state requirement has resulted in increased use of dangerous drugs in public; and

WHEREAS, the use of dangerous drugs in public increases public disorder and widens the negative effects of dangerous and illegal drugs in our community by harming public health, transportation, businesses and schools; and

WHEREAS, the use of dangerous drugs in public negatively affects children and youth and normalizes the use of dangerous drugs; and

WHEREAS, while the use of cannabis and alcohol, both legal substances, are prohibited in public, there is no comparable state law that prohibits the use of dangerous and illegal drugs, like fentanyl, methamphetamine, and heroin, in public; and

WHEREAS, the citizens of Spokane desire to act to keep their City safe and provide law enforcement and the prosecutor lawful ordinances to enforce to keep the community safe and prevent needless overdose deaths from dangerous drugs.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SPOKANE HEREBY ORDAIN:

Section 1. That there is adopted a new section 10.60.100 to chapter 10.60 of the Spokane Municipal Code to read as follows:

Section 10.60.100 Use of Dangerous Drugs in a Public Place.

A. Violation

1. It is unlawful for any person to intentionally use any dangerous drug in a public place, except as now or hereafter expressly permitted by the laws of the state or unless the controlled substance has been lawfully prescribed to the person using it by a physician or other medical professional licensed to practice medicine and legally authorized to prescribe controlled substances.
2. "Dangerous drug" means any controlled substance classified in Schedule I, II, III or IV of Chapter 69.50 RCW, excluding cannabis, as it now exists or shall hereafter be added to, deleted from, modified, or amended.
3. "Use" means any effort taken in furtherance of an attempt to inject, ingest, inhale or otherwise introduce a controlled substance into the human body.
4. "Public place" means an area generally visible to public view, and includes streets, sidewalks, bridges, alleys, plazas, parks, driveways, parking lots, automobiles (whether moving or not), and buildings open to the public, and doorways, windows, drive-up windows, and entrances to buildings or dwellings that are visible to public view.
5. Use of a dangerous drug in a public place is a gross misdemeanor.

B. Referral for Treatment

When a police officer has probable cause that a person has committed the crime of possession of a counterfeit substance, possession of a controlled substance, possession of a legend drug, or possession of drug paraphernalia, the officer shall seize the substance(s) and related paraphernalia and place those items onto property. The officer will offer a referral to assessment and services in the manner provided by RCW 10.31.115, or its successor legislation, if still in effect. When a police officer has probable cause that a person has committed the crime of use of a dangerous drug in a public place, the officer shall seize the substance(s) and related paraphernalia and may, but is not required to, offer a referral and is authorized to book the person into jail regardless of whether that person has previously been offered a referral to assessment and services.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Submission to the Voters. This City ordinance shall be submitted to the voters of the City of Spokane for their approval or rejection at the next applicable election under Section 82 of the Spokane City Charter.

Section 4. Effective Date. If approved by the electors, this city ordinance amendment shall take effect and be in full force upon issuance of the certificate of election by the Spokane County Auditor's Office.



Agenda Sheet for City Council Meeting of*

04/17/2023

Briefing date: 04/17/2023

Status: DIVISION\FINANCE\LEGAL REVIEW

Date Rec'd (Clerk use only) 4/17/2023

Clerk's File # LGL 2023-0024

Renews #

Submitting Dept*: CITY CLERK

Cross Ref # INITIATIVE 2023-2

Contact Name & Phone*: TERRI PFISTER 625-6354

Project #

Contact E-Mail*: TPFISTER@SPOKANECITY.ORG

Bid #

Add'l Docs Attached? Report Item

Requisition #

Agenda Item Name: Begin with Dept # 0260 - INITIATIVE 2023-2 PROHIBITION OF PUBLIC USE OF DANG

Agenda Wording*: (0 character max) Additional attached? City Clerk Report on Initiative 2023-2 filed by Chris Batten regarding the prohibition of public use of dangerous drugs. (The only difference between Initiative 2023-1 and Initiative 2023-2 is that the word "gross" is removed before "misdemeanor" in

Summary (Background)*: (2 character max.) Additional attached? On April 14, 2023, Chris Batten filed a proposed initiative with the Office of the City Clerk. Pursuant to SMC 2.02.230, the City Attorney's Office reviewed the measure and in consultation with the sponsor prepared a ballot title and summary of the measure. Per SMC 2.02.040, upon receiving this report from the City Clerk, the City Council may pass the measure as proposed, reject the initiative measure and propose another one dealing with the same subject to be considered as council legislation

Lease? Yes No Grant related? Yes No Public Works? Yes No

Fiscal Impact Budget Account Additional attached? Select \$ # Select \$ # Select \$ # Select \$ #

Approvals Council Notifications (Date) None

Dept Head PFISTER, TERRI Study Session / Other

Division Director Council Sponsor

Finance Distribution List (Emails preferred) Additional?

Legal PICCOLO, MIKE mpiccolo@spokanecity.org

For the Mayor chris@rencorpreatly.com

Additional Approvals

Purchasing

Select Dept 1

Select Dept 2

Select Dept 3

Save Cancel View Related Documents

Continuation of Wording, Summary, and Distribution

Agenda Item Name: 0260 - INITIATIVE 2023-2 PROHIBITION OF PUBLIC USE OF DANGEROUS DRI

Agenda Wording (599 character max)

in the text of the initiative.)

Summary_(Background) (468 character max)

or submit the initiative measure to the voters on its own motion. If the City Council does not pass the measure as proposed or submit the initiative measure to the voters, the initiative and the ballot title and summary of the measure will be forwarded by the City Clerk to the City Hearing Examiner who shall issue a formal written opinion as to the legal validity and effect of the proposed measure.

Fiscal Impact

Budget Account

Select ▼ \$ #

Select ▼ \$ #

Distribution List

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
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Save

Cancel

WARNING

Every person who signs this petition with any other than his or her true name, knowingly signs more than one of these petitions, signs this petition when he or she is not a legal voter, or makes any false statement on this petition may be punished by fine or imprisonment.

INITIATIVE PETITION TO THE CITIZENS OF THE CITY OF SPOKANE

INITIATIVE NO. 2023 - 2

We, the undersigned citizens and legal voters of the City of Spokane, Washington, respectfully direct that this proposed City Ordinance, known as Initiative No. 2023 - 2, a full, true and correct copy of which is printed herein, be submitted to the electors of the City of Spokane for their approval or rejection at the next available special or general municipal election. The proposed City Ordinance amendment shall appear as the following proposition:

BALLOT TITLE

**INITIATIVE REGARDING THE PROHIBITION OF
PUBLIC USE OF DANGEROUS DRUGS**

There is currently no provision of the Spokane Municipal Code (SMC) that criminalizes the open use of dangerous drugs in public places. This initiative will amend the SMC to make it a misdemeanor to use dangerous drugs in public.

Shall the Spokane Municipal Code be amended to make the use of dangerous drugs in public places a misdemeanor?

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Petitioner: Chris Batten, 2307 E South Altamont Blvd, Spokane, WA 99202 (509)315-9545; chris@rencorp Realty.com

Signature-gathering firm: Groundgame Political Solutions, LLC, 217 E. Capital Ave., Jefferson City, Missouri 65101, (573)415-8234; mcox@hbsplus.us
City Business Registration No. 604951621-001-0001

SUMMARY OF MEASURE

THE LAW AS IT CURRENTLY EXISTS:

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Section 4. Effective Date. If approved by the electors, this city ordinance amendment shall take effect and be in full force upon issuance of the certificate of election by the Spokane County Auditor's Office.

THE CITY OF SPOKANE



CURRENT COUNCIL AGENDA

MEETING OF MONDAY, APRIL 17, 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 MICHAEL CATHCART

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

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

City of Spokane Guest Wireless access for Council Chambers for April 17, 2023:

User Name: **COS Guest**

Password: **K8vCr44y**

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

LAND ACKNOWLEDGEMENT

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

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

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

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

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

BRIEFING AND LEGISLATIVE SESSIONS

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

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

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking 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

Spokane Airport Board: One Reappointment

Approve

CPR 1982-0071

ADMINISTRATIVE REPORTS

OPEN FORUM

At each meeting, before the consideration of the Consent Agenda, the Council shall hold an open public comment period for up to 15 (fifteen) speakers. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. If more than 15 (fifteen) speakers wish to participate in Open Forum, members of the public who have not spoken during that calendar month will be prioritized. 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. Virtual sign up is open 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. (Deferred from March 27, 2023, Agenda) (Council Sponsors: Council Members Cathcart and Bingle) | Approve | OPR 2023-0246 |
| 2. | Additional funds for previously approved purchase from Freightliner Northwest (Spokane) for a Dump Body for an F550 4x4 Diesel for the Code Enforcement Department for a sub-frame that was not included in the original quote and painting of the body—increase of \$6,213. Total purchase amount: \$45,075.65. (Council Sponsors: Council Members Kinnear and Bingle) | Approve | OPR 2021-0630
RFB 4401-17 |

- 3. **Contract Extension and Renewal 3 of 4 with Mega Wash LLC (Spokane) for car wash services for the Fleet Services Department—\$80,000 (incl. tax). (\$15,000 for extension and \$65,000 for renewal.) (Council Sponsor: Council Member Stratton)** **Approve** **OPR 2020-0344**

- 4. **Low Bid of Halme Construction, Inc. (Spokane) for TJ Meenach Drive Siphon Vaults Project—\$4,342,746 (plus tax). An administrative reserve of \$434,274.60 (plus tax), which is 10% of the contract price, will be set aside. (Audubon/Downriver Neighborhood) (Council Sponsor: Council Member Kinnear)** **Approve** **OPR 2023-0409**
ENG 2010132

- 5. **Amendment No. 3 to Agreement regarding Spokane River Stewardship Partners (SRSP) funding/cost share allocations, extending the term to February 2026, and reflecting Kaiser Aluminum’s termination of participation in the SRSP—\$40,025. (Council Sponsors: Council Members Kinnear and Bingle)** **Approve** **OPR 2013-0683**

- 6. **Four-year Master Public Works Maintenance Agreement with Wayne-Dalton (Spokane Valley, WA) for annual on-call garage door and electric gate repair—\$150,000 annually. (Council Sponsor: Council Member Stratton)** **Approve** **OPR 2023-0410**
IPWQ 5843-23

- 7. **Third Contract Amendment/Extension with Archbright Workplace Performance Experts (Seattle, WA) to provide Human Resources Operation Support for the Human Resources Department from April 1, 2023 through June 30, 2023—additional \$60,000. Total contract amount: \$220,000. (Relates to Special Budget Ordinance C36380) (Council Sponsor: Council Member Kinnear)** **Approve** **OPR 2022-0551**

- 8. **Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through April 7, 2023, total \$6,898,672.25, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$6,519,901.46.** **Approve & Authorize Payments** **CPR 2023-0002**

- 9. **City Clerk Report on Initiative 2023-1 filed by Chris Batten regarding the prohibition of public use of dangerous drugs.** **Council Decision** **LGL 2023-0023**
Terri Pfister

Request motion to suspend Council Rules and add the following item (ORD C36380):

- 10. Amendment to Interlocal Agreement with Spokane Regional Emergency Communications regarding fire dispatch communications services—\$151,202.77 per month. (Council Sponsors: Council Members Cathcart and Bingle)
Tom Williams
- Approve** **OPR 2022-0777**

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C36380 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:

Request motion to suspend Council Rules and add the following item (ORD C36380):

General Fund

- 1) Decrease the appropriation for Base Wages in the Human Resources department by \$60,000.
- 2) Increase the appropriation for Contractual Services in the Human Resources department by \$60,000.
- A) There is no change to the overall appropriation level in the General Fund.

(This action arises from the continued need of services while the Human Resources department is understaffed.) (Relates to Consent Agenda Item No. 7) (Council Sponsors: Council Members Kinnear and Wilkerson)

Mike Piccolo

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2023-0029 Establishing the City’s intent to transition the Cannon Street Shelter, located at 527 S. Cannon Street, into a Homeless Respite Facility. (Council Sponsors: Council President Beggs and Council Member Kinneer)

Request motion to suspend Council Rules and add the following item (RES 2023-0031):

RES 2023-0031 Approving settlement of claim for damages of Charles and Lisa Greer as a result of damage to their property as a result of maintenance work done by the Water Department. (Council Sponsors: Council Members Cathcart, Wilkerson, and Kinnear)

Michael Ormsby

ORD C36376 Relating to City Council office staff; amending sections 2.005.010, 2.005.030, 2.005.050, and 2.005.060 of the Spokane Municipal Code and adopting new sections 2.005.070, 2.005.080, 2.005.090 and 2.005.100 of the Spokane Municipal Code. (Council Sponsors: Council President Beggs and Council Member Zappone)

ORD C36377 Relating to the executive and administrative organization of the City; amending SMC section 3.01A.215 (changes Accounting Department to Accounting and Grants Department). (Council Sponsors: Council President Beggs and Council Member Wilkerson)

FIRST READING ORDINANCES

The following item was deferred to May 1, 2023, Agenda during the 3:30 p.m. Briefing Session on April 10, 2023 (ORD C36379):

~~ORD C36379 Concerning loitering for the purposes of drug-related activity and the unauthorized use of controlled substances in public places; amending section 10.60.030 and creating a new section 10.60.100 of the Spokane Municipal Code. (Council Sponsors: Council Members Bingle and Gatheart)~~

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

ADJOURNMENT

The April 17, 2023, Regular Legislative Session of the City Council is adjourned to April 24, 2023.

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

NOTES

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

04/17/2023

Date Rec'd	4/3/2023
Clerk's File #	CPR 1982-0071
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

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

Agenda Wording

0520 Reappointment to Spokane Airport Board Nancy L. Vorhees term: 3 years 5/1/2023-4/30/2026

Summary (Background)

0520 Reappointment to Spokane Airport Board Nancy L. Vorhees term: 3 years 5/1/2023-4/30/2026

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact **Budget Account**

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

Approvals

Dept Head	KIRK, JESSICA
Division Director	
Finance	
Legal	
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	
Council Sponsor	
Distribution List	
	jkirk@spokanecity.org
	lkrauter@spokaneairports.net
	twoodard@spokaneairports.net

Additional Approvals

Purchasing	



Agenda Sheet for City Council Meeting of:

02/27/2023

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

Submitting Dept	FIRE
Contact Name/Phone	TOM WILLIAMS 7002
Contact E-Mail	TMWILLIAMS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	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.

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

Expense	\$ 150,000 month	#	TBD
Select	\$	#	
Select	\$	#	
Select	\$	#	

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

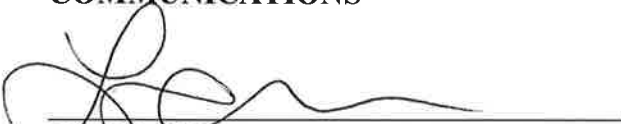
13. AUDIT / RECORDS. PROVIDER shall provide the RECIPIENT's City Administrator or designee performance statistics regarding call time, transfer to dispatch, dispatch of units for SERVICES provided to the RECIPIENT in the same substance and format as provided to any member of the PROVIDER'S Governing 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:

04/17/2023

Date Rec'd	4/3/2023
Clerk's File #	OPR 2021-0630
Renews #	
Cross Ref #	
Project #	
Bid #	RFB #4401-17
Requisition #	BT

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - FLEET ADD ADDITIONAL MONIES TO PO 201172

Agenda Wording
 Approve additional funds for PO #201172 - Freightliner NW (Spokane, WA) - \$6,213.00

Summary (Background)
 On 9/27/2021 Council approved the purchase of a Dump Body from Freightliner Northwest (Spokane WA) OPR 2021-0630 for \$38,862.65. There has been an increase to this purchase for \$6,213.00 for a sub-frame that was not included in the original quote and painting of the body per the attached change order which makes the entire purchase amount \$45,075.65 including sales tax.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 6,213.00	# 1200-58200-94000-56404-99999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	GIDDINGS, RICHARD	Study Session\Other	PIES 3/27/23
Division Director	WALLACE, TONYA	Council Sponsor	CM Kinnear & CM Bingle
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	HARRINGTON, MARGARET	tprince@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	klouden@spokanecity.org	
Additional Approvals		Korlob@spokanecity.org	
Purchasing	PRINCE, THEA		

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services Department
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 625-7706
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Fleet Services Purchase of Body for F550 increase
Summary (Background) *use the Fiscal Impact box below for relevant financial information	On 9/27/2021 Council approved the purchase of a Dump Body from Freightliner Northwest (Spokane WA) OPR 2021-0630 for \$38,862.65. There has been an increase to this purchase for \$6,213.00 for a sub-frame that was not included in the original quote and painting of the body per the attached change order which makes the entire purchase amount \$45,075.65 including sales tax.
Proposed Council Action	Approve increase to purchase
Fiscal Impact Total Cost: <u>\$45,075.65</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: Code Enforcement Budget 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? No impact identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Ongoing Fleet Cost analysis and vehicle price comparison.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Policy and Capital Improvement Plan.	



GORDON TRUCK CENTERS DEALER FAMILY

Change Order

Customer: City Of Spokane
Contact: Thea Prince

Date: 3/13/2023

Address: 915 N. Nelson St
Spokane, WA 99202

Salesperson: Jim Banner

Phone: (509) 655 0959
Email: tprince@spokanecity.org

Unit Number: 429024

P.O. Number: 201172-000

Authorization is requested for the following items:

- 1) It was determined that a sub-frame was required to mount the scissor hoist which was not included in the original quote and will require additional material and labor.
- 2) Due to the delay on the Ford chassis, in the time that has passed since this P.O. was given (9/29/2021) the body manufacturer (Tafco) no longer ships bodies painted from the factory and this will now require paint and labor.

Sub Total: \$5,700.00

Sales Tax 9%: \$ 513.00

Total: \$6,213.00

Accepted By: *Rick Giddings*

Date: 3/13/23






Change Order 429024 PO 201172

Final Audit Report

2023-03-13

Created:	2023-03-13
By:	Thea Prince (tprince@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHCPT70J-3Cg7i3zwh-ecWKqdfYmXK1xC

"Change Order 429024 PO 201172" History

-  Document created by Thea Prince (tprince@spokanecity.org)
2023-03-13 - 4:35:34 PM GMT- IP address: 174.231.148.216
-  Document emailed to Richard Giddings (rgiddings@spokanecity.org) for signature
2023-03-13 - 4:35:48 PM GMT
-  Email viewed by Richard Giddings (rgiddings@spokanecity.org)
2023-03-13 - 4:36:33 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Richard Giddings (rgiddings@spokanecity.org)
Signature Date: 2023-03-13 - 4:36:47 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.
2023-03-13 - 4:36:47 PM GMT



Agenda Sheet for City Council Meeting of:

04/17/2023

Date Rec'd	4/3/2023
Clerk's File #	OPR 2020-0344
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR 24801

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5100 - FLEET EXTENSION AND RENEWAL - MEGA WASH CONTRACT

Agenda Wording

Approve Contract Extension and Contract Renewal #3 of #4 with Mega Wash LLC (Spokane WA)- \$15,000 additional need for Extension and \$65,000 for the Contract Renewal for a total of \$80,000 including tax.

Summary (Background)

In 2020 Purchasing put out an RFQ for Car Wash Services - MegaWash was the lowest responsive bidder, and a contract was processed for Not To Exceed \$49.5k. The original contract as well as the first extension were slightly overspent, so we need to amend the current renewal adding \$15k to it. We are also asking for approval to enter into Renewal #3 for \$65k to run through March 31, 2024.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 80,000.00

Select \$

Select \$

Select \$

Budget Account

5100-71700-48348-54201-99999

#

#

#

Approvals

Dept Head GIDDINGS, RICHARD

Division Director WALLACE, TONYA

Finance ORLOB, KIMBERLY

Legal HARRINGTON, MARGARET

For the Mayor PERKINS, JOHNNIE

Council Notifications

Study Session\Other UE 3/13/23

Council Sponsor CM Stratton

Distribution List

tprince@spokanecity.org

Fleet Services Accounting

Additional Approvals

Purchasing PRINCE, THEA

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	625-7706 rgiddings@spokanecity.org
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Fleet Services Extension to Renewal #2 and Renewal 3 of MegaWash Contract
Summary (Background) *use the Fiscal Impact box below for relevant financial information	In 2020 Purchasing put out an RFQ for Car Wash Services – MegaWash was the lowest responsive bidder, and a contract was processed for Not To Exceed \$49.5k. The original contract as well as the first extension were slightly overspent, so we need to amend the current renewal adding \$15k to it. We are also asking for approval to enter into Renewal #3 for \$65k to run through March 31, 2024.
Proposed Council Action	Approve Extension to the Current Contract and Renewal #3
Fiscal Impact Total Cost: <u>80,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input 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? No impact identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data will not be collected apart from City Purchasing guidelines.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Policy.	



City of Spokane
CONTRACT EXTENSION
Title: MEGA WASH LLC. FOR CAR WASHING SERVICES FOR THE CITY OF SPOKANE

This Contract Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **MEGA WASH, LLC**, whose address is 1111 Maple Street, Spokane, Washington, 99201, 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 Car Wash Services for the City of Spokane's Fleet Department; and,

WHEREAS, additional time is required and, thus, the time for performance needs to be formally extended by this written document.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 24, 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 TERM.

This Contract Extension shall become effective on March 15, 2023 and shall run through March 31, 2023.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **FIFTEEN THOUSAND AND 00/100 (\$15,000.00)**, plus tax, for everything furnished and done under this Contract Extension. This is the maximum amount to be paid under this Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Extension document.

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

MEGA WASH, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

23-048



City of Spokane
CONTRACT RENEWAL
3 of 4
Title: MEGA WASH LLC. FOR CAR WASHING
SERVICES FOR THE CITY OF SPOKANE

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **MEGA WASH, LLC**, whose address is 1111 Maple Street, Spokane, Washington, 99201, 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 Car Wash Services for the City of Spokane’s Fleet Department; and,

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

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 24, 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 TERM.

This Contract Renewal shall become effective on April 1, 2023 and shall run through March 31, 2024.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **SIXTY-FIVE THOUSAND AND 00/100 (\$65,000.00)**, plus tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

MEGA WASH, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

23-047

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

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

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

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

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

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

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

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

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

04/17/2023

Date Rec'd	4/5/2023
Clerk's File #	OPR 2023-0409
Renews #	
Cross Ref #	
Project #	2010132
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 – LOW BID AWARD – TJ MEENACH SIPHON VAULTS (2010132) – HALME

Agenda Wording

Low Bid of Halme Construction, Inc. of (Spokane, WA) for TJ Meenach Drive Siphon Vaults - \$4,342,746 (plus tax). An administrative reserve of \$434,274.60 (plus tax), which is 10% of the contract price, will be set aside. (Audubon/Downriver Neighborhood)

Summary (Background)

On April 10, 2023 bids were opened for the above project. The low bid was from Halme Construction, Inc. in the amount of \$4,342,746.00, which is \$1,090,030.50 or 33.5% over the Engineer's Estimate; one other bid was received as follows: DW Excavating, Inc. - \$6,154,000.00.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 4,342,746.00

Select \$

Select \$

Select \$

Budget Account

4250-98817-94350-56501-14482

#

#

#

Approvals

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

Council Notifications

Study Session\Other	PIES 3/27/23
Council Sponsor	KINNEAR

Distribution List

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kgoodman@spokanecity.org
jgraff@spokanecity.org
ddaniels@spokanecity.org
pyoung@spokanecity.org
scotth@halmeconstruction.com

Additional Approvals**Purchasing**

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name	Dan Buller 625-6391
Contact Email & Phone	dbuller@spokanecity.org 625-6391
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	TJ Meenach Tie-In Project
Summary (Background)	<ul style="list-style-type: none"> This briefing paper is an update to the briefing paper submitted for the November 2022 PIES meeting which covered all of the Cochran stormwater 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 in 2021 and are scheduled wrap up in early 2024. All of those projects and the status of each is shown in the attached exhibit. The subject of this briefing paper is the connection of the second 60" diameter siphon to the existing 60" sewer. This connection involves large concrete vaults at either end of the siphon and a complicated changeover procedure. This project will have minimal impacts to the public as it occurs outside any streets. This is the last project to bid in the Cochran series of projects. These Cochran basin projects are largely funded with multiple state grants and loans.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval. This project is planned to advertise in March, 2023, begin construction in August 2023 and finish construction in fall 2023 or spring 2024. Due to materials delays, the construction could be delayed one year.
Fiscal Impact: Total Cost: <u>The estimated cost is approximately \$3.5M</u> 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?	

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?

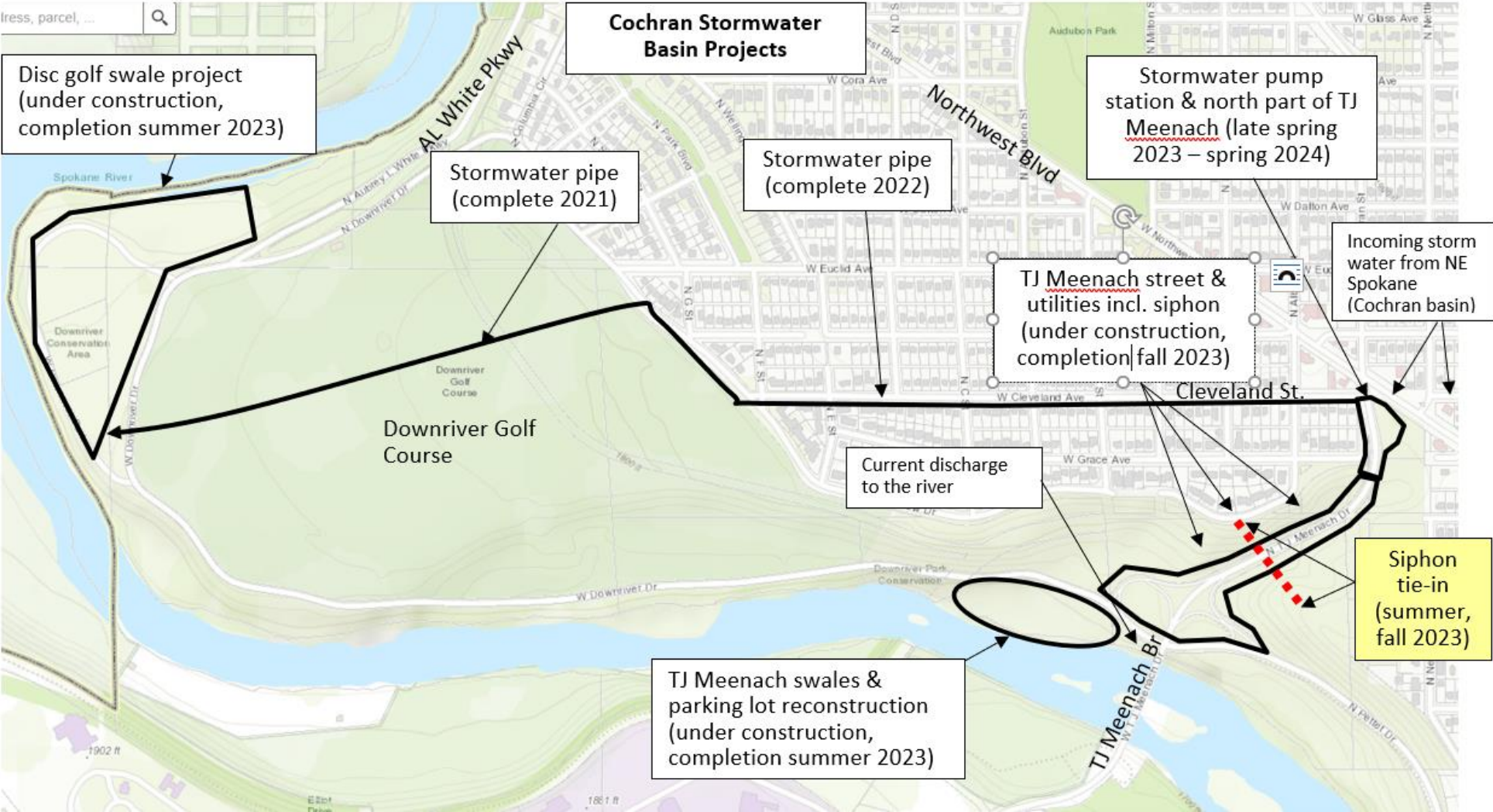
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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: **TJ MEENACH SIPHON VAULTS**

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 **TJ MEENACH SIPHON VAULTS.**
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. 2010132 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 \$4,342,746.00.

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 2023-0409" 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.

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
- 23-065

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 **FOUR MILLION THREE HUNDRED FORTY-TWO THOUSAND SEVEN HUNDRED FORTY-SIX AND NO/100 DOLLARS (\$4,342,746.00)** 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 **TJ MEENACH SIPHON VAULTS**. 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 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, **HALME CONSTRUCTION, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FOUR MILLION THREE HUNDRED FORTY-TWO THOUSAND SEVEN HUNDRED FORTY-SIX AND NO/100 DOLLARS (\$4,342,746.00)** 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 **TJ MEENACH SIPHON VAULTS**. 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 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 NOT be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	NO TRESPASSING SIGN	4.00 EA	\$ 300.00	\$ 1,200.00
2	FA-SITE CLEANUP OF BIO. AND PHYSICAL HAZARDS	10,000.00 FA	\$ 1.00	\$ 10,000.00
3	APPRENTICE UTILIZATION	1.00 LS	\$ 30,000.00	\$ 30,000.00
4	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
5	SPCC PLAN	1.00 LS	\$ 700.00	\$ 700.00
6	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	20,000.00 EST	\$ 1.00	\$ 20,000.00
7	POTHOLING	5.00 EA	\$ 500.00	\$ 2,500.00
8	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 6,000.00	\$ 6,000.00
9	TYPE B PROGRESS SCHEDULE	1.00 LS	\$ 8,000.00	\$ 8,000.00
10	MOBILIZATION	1.00 LS	\$ 241,000.00	\$ 241,000.00
11	TRAFFIC CONTROL PLANS	1.00 LS	\$ 4,000.00	\$ 4,000.00
12	SEQUENTIAL ARROW SIGNS	350.00 HR	\$ 8.00	\$ 2,800.00
13	CLEARING AND GRUBBING	1.00 LS	\$ 14,000.00	\$ 14,000.00

14	TREE PROTECTION ZONE	10.00 EA	\$	500.00	\$	5,000.00
15	REMOVE TREE, CLASS I	3.00 EA	\$	835.00	\$	2,505.00
16	REMOVE TREE, CLASS II	9.00 EA	\$	1,800.00	\$	16,200.00
17	REMOVE TREE, CLASS III	1.00 EA	\$	3,500.00	\$	3,500.00
18	TREE PRUNING	5.00 EA	\$	350.00	\$	1,750.00
19	REMOVE EXISTING CURB	30.00 LF	\$	14.00	\$	420.00
20	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	20.00 LF	\$	20.00	\$	400.00
21	SAW CUTTING CURB	2.00 EA	\$	32.00	\$	64.00
22	SAWCUTTING FLEXIBLE PAVEMENT	40.00 LFI	\$	1.30	\$	52.00
23	ABANDON EXISTING VAULT	1.00 LS	\$	8,500.00	\$	8,500.00
24	ROADWAY EXCAVATION INCL. HAUL	1,595.00 CY	\$	19.00	\$	30,305.00
25	REMOVE UNSUITABLE FOUNDATION MATERIAL	15.00 CY	\$	120.00	\$	1,800.00
26	REPLACE UNSUITABLE FOUNDATION MATERIAL	15.00 CY	\$	120.00	\$	1,800.00
27	EMBANKMENT COMPACTION	240.00 CY	\$	18.50	\$	4,440.00
28	GRADING AND SHAPING NORTH ACCESS ROAD	1,160.00 SY	\$	4.30	\$	4,988.00
29	PREPARATION OF UNTREATED ROADWAY	638.00 SY	\$	5.00	\$	3,190.00

30	STRUCTURE EXCAVATION CLASS A INCL. HAUL	1,630.00 CY	\$	37.00	\$	60,310.00
31	SHORING OR EXTRA EXCAVATION CLASS A	1.00 LS	\$	100,000.00	\$	100,000.00
32	MERGE VAULT SHORING AND RETAINING WALL	1.00 LS	\$	560,000.00	\$	560,000.00
33	CONTROLLED DENSITY FILL	10.00 CY	\$	200.00	\$	2,000.00
34	CRUSHED SURFACING TOP COURSE	300.00 CY	\$	70.00	\$	21,000.00
35	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	605.00 SY	\$	33.00	\$	19,965.00
36	COMMERCIAL HMA FOR TRAIL CL. 3/8 IN., 2 INCH THICK	33.00 SY	\$	70.00	\$	2,310.00
37	SOIL RESIDUAL HERBICIDE	605.00 SY	\$	1.00	\$	605.00
38	COMMERCIAL CONCRETE	6.00 CY	\$	1,000.00	\$	6,000.00
39	CONCRETE STRUCTURE, DIVERSION VAULT	1.00 LS	\$	1,030,000.00	\$	1,030,000.00
40	CONCRETE STRUCTURE, MERGE VAULT	1.00 LS	\$	800,000.00	\$	800,000.00
41	MANHOLE- 54 IN.	1.00 EA	\$	7,600.00	\$	7,600.00
42	MANHOLE - TYPE V MODIFIED	1.00 EA	\$	8,000.00	\$	8,000.00
43	MODIFY MANHOLE - 48 IN.	1.00 EA	\$	2,000.00	\$	2,000.00
44	MANHOLE ADDITIONAL HEIGHT 54 IN. DIA.	21.00 VF	\$	245.00	\$	5,145.00

45	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1.00 EA	\$	1,300.00	\$	1,300.00
46	CONNECT 30 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1.00 EA	\$	10,000.00	\$	10,000.00
47	CONNECT 60 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	2.00 EA	\$	70,000.00	\$	140,000.00
48	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	\$	120.00	\$	1,200.00
49	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	\$	120.00	\$	1,200.00
50	TRENCH SAFETY SYSTEM	1.00 LS	\$	8,500.00	\$	8,500.00
51	PLUGGING EXISTING PIPE	3.00 EA	\$	1,000.00	\$	3,000.00
52	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	130,000.00	\$	130,000.00
53	CLEAN AND FLUSH EXISTING 60 IN. SANITARY SEWERS	1.00 LS	\$	5,000.00	\$	5,000.00
54	SANITARY SEWER PIPE 8 IN. DIA.	106.00 LF	\$	75.00	\$	7,950.00
55	SANITARY SEWER PIPE 21 IN. DIA.	58.00 LF	\$	330.00	\$	19,140.00
56	SANITARY SEWER DI PIPE 30 IN. DIA.	43.00 LF	\$	830.00	\$	35,690.00
57	SANITARY SEWER FORCE MAIN DI PIPE 60 IN. DIA.	88.00 LF	\$	5,000.00	\$	440,000.00
58	BYPASS SEWER PUMPING, DIVERSION VAULT	1.00 LS	\$	123,000.00	\$	123,000.00
59	BYPASS SEWER PUMPING, MERGE VAULT	1.00 LS	\$	123,000.00	\$	123,000.00
60	ESC LEAD	1.00 LS	\$	650.00	\$	650.00

61	BIODEGRADABLE EROSION CONTROL BLANKET	1,766.00 SY	\$	4.00	\$	7,064.00
62	INLET PROTECTION	4.00 EA	\$	300.00	\$	1,200.00
63	STABILIZED CONSTRUCTION ENTRANCE	200.00 SY	\$	60.00	\$	12,000.00
64	STREET CLEANING	40.00 HR	\$	200.00	\$	8,000.00
65	SILT FENCE	569.00 LF	\$	6.00	\$	3,414.00
66	TEMPORARY SEEDING	2,472.00 SY	\$	2.00	\$	4,944.00
67	TOPSOIL TYPE A, 4 INCH THICK	2,472.00 SY	\$	12.50	\$	30,900.00
68	HYDROSEEDING	2,472.00 SY	\$	2.00	\$	4,944.00
69	LANDSCAPE BOULDERS	13.00 EA	\$	150.00	\$	1,950.00
70	CEMENT CONCRETE CURB	30.00 LF	\$	85.00	\$	2,550.00
71	TEMPORARY CONSTRUCTION FENCING	1.00 LS	\$	6,500.00	\$	6,500.00
72	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	8,000.00	\$	8,000.00
73	QUARRY SPALLS	2.00 CY	\$	300.00	\$	600.00
74	FLOW CONTROL DEVICES AND CONTROL SYSTEM	1.00 LS	\$	120,000.00	\$	120,000.00
75	SECURITY ENCLOSURE	2.00 EA	\$	13,500.00	\$	27,000.00

76	VEHICLE GATE	1.00 EA	\$	4,000.00	\$	4,000.00
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					Schedule A-1 Subtotal	\$	<u>4,342,746.00</u>
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Summary of Bid Items					Bid Total	\$	<u>4,342,746.00</u>
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City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number 2010132

Project Description TJ Meenach Dr Siphon Vaults

Original Date

4/10/2023 1:47:00 PM

Project Number: 2010132			Engineer's Estimate		HALME CONSTRUCTION INC (Submitted)		DW EXCAVATING INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01

Sales tax shall NOT be included in unit prices

Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	NO TRESPASSING SIGN	4 EA	40.00	160.00	300.00	\$1,200.00	550.00	\$2,200.00
2	FA-SITE CLEANUP OF BIO. AND PHYSICAL HAZARDS	10000 FA	1.00	10,000.00	1.00	\$10,000.00	1.00	\$10,000.00
3	APPRENTICE UTILIZATION	1 LS	10,000.00	10,000.00	30,000.00	\$30,000.00	26,000.00	\$26,000.00
4	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00
5	SPCC PLAN	1 LS	1,500.00	1,500.00	700.00	\$700.00	1,000.00	\$1,000.00
6	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	20000 EST	1.00	20,000.00	1.00	\$20,000.00	1.00	\$20,000.00
7	POTHOLING	5 EA	500.00	2,500.00	500.00	\$2,500.00	762.00	\$3,810.00
8	PUBLIC LIAISON REPRESENTATIVE	1 LS	6,000.00	6,000.00	6,000.00	\$6,000.00	5,400.00	\$5,400.00
9	TYPE B PROGRESS SCHEDULE	1 LS	2,000.00	2,000.00	8,000.00	\$8,000.00	5,500.00	\$5,500.00
10	MOBILIZATION	1 LS	225,000.00	225,000.00	241,000.00	\$241,000.00	500,000.00	\$500,000.00
11	TRAFFIC CONTROL PLANS	1 LS	10,000.00	10,000.00	4,000.00	\$4,000.00	17,997.00	\$17,997.00
12	SEQUENTIAL ARROW SIGNS	350 HR	10.00	3,500.00	8.00	\$2,800.00	6.82	\$2,387.00
13	CLEARING AND GRUBBING	1 LS	20,000.00	20,000.00	14,000.00	\$14,000.00	37,000.00	\$37,000.00
14	TREE PROTECTION ZONE	10 EA	400.00	4,000.00	500.00	\$5,000.00	325.00	\$3,250.00
15	REMOVE TREE, CLASS I	3 EA	500.00	1,500.00	835.00	\$2,505.00	665.00	\$1,995.00
16	REMOVE TREE, CLASS II	9 EA	1,500.00	13,500.00	1,800.00	\$16,200.00	1,600.00	\$14,400.00
17	REMOVE TREE, CLASS III	1 EA	3,000.00	3,000.00	3,500.00	\$3,500.00	3,700.00	\$3,700.00
18	TREE PRUNING	5 EA	300.00	1,500.00	350.00	\$1,750.00	2,100.00	\$10,500.00
19	REMOVE EXISTING CURB	30 LF	40.00	1,200.00	14.00	\$420.00	7.00	\$210.00
20	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	20 LF	30.00	600.00	20.00	\$400.00	90.00	\$1,800.00
21	SAWCUTTING CURB	2 EA	35.00	70.00	32.00	\$64.00	32.50	\$65.00

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

<i>Project Number: 2010132</i>			<i>Engineer's Estimate</i>		HALME CONSTRUCTION INC (Submitted)		DW EXCAVATING 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>
22	SAWCUTTING FLEXIBLE PAVEMENT	40 LFI	3.00	120.00	1.30	\$52.00	4.00	\$160.00
23	ABANDON EXISTNG VAULT	1 LS	12,000.00	12,000.00	8,500.00	\$8,500.00	19,700.00	\$19,700.00
24	ROADWAY EXCAVATION INCL. HAUL	1595 CY	36.00	57,420.00	19.00	\$30,305.00	36.00	\$57,420.00
25	REMOVE UNSUITABLE FOUNDATION MATERIAL	15 CY	25.00	375.00	120.00	\$1,800.00	33.00	\$495.00
26	REPLACE UNSUITABLE FOUNDATION MATERIAL	15 CY	40.00	600.00	120.00	\$1,800.00	35.00	\$525.00
27	EMBANKMENT COMPACTION	240 CY	50.00	12,000.00	18.50	\$4,440.00	20.50	\$4,920.00
28	GRADING AND SHAPING NORTH ACCESS ROAD	1160 SY	10.00	11,600.00	4.30	\$4,988.00	20.50	\$23,780.00
29	PREPARATION OF UNTREATED ROADWAY	638 SY	5.00	3,190.00	5.00	\$3,190.00	6.00	\$3,828.00
30	STRUCTURE EXCAVATION CLASS A INCL. HAUL	1630 CY	25.00	40,750.00	37.00	\$60,310.00	36.00	\$58,680.00
31	SHORING OR EXTRA EXCAVATION CLASS A	1 LS	50,000.00	50,000.00	100,000.00	\$100,000.00	207,500.00	\$207,500.00
32	MERGE VAULT SHORING AND RETAINING WALL	1 LS	800,000.00	800,000.00	560,000.00	\$560,000.00	1,443,000.00	\$1,443,000.00
33	CONTROLLED DENSITY FILL	10 CY	100.00	1,000.00	200.00	\$2,000.00	360.00	\$3,600.00
34	CRUSHED SURFACING TOP COURSE	300 CY	80.00	24,000.00	70.00	\$21,000.00	72.42	\$21,726.00
35	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	605 SY	30.00	18,150.00	33.00	\$19,965.00	31.00	\$18,755.00
36	COMMERCIAL HMA FOR TRAIL CL. 3/8 IN., 2 INCH THICK	33 SY	40.00	1,320.00	70.00	\$2,310.00	65.00	\$2,145.00
37	SOIL RESIDUAL HERBICIDE	605 SY	0.50	302.50	1.00	\$605.00	1.00	\$605.00
38	COMMERCIAL CONCRETE	6 CY	150.00	900.00	1,000.00	\$6,000.00	990.00	\$5,940.00
39	CONCRETE STRUCTURE, DIVERSION VAULT	1 LS	750,000.00	750,000.00	1,030,000.00	\$1,030,000.00	974,000.00	\$974,000.00
40	CONCRETE STRUCTURE, MERGE VAULT	1 LS	525,000.00	525,000.00	800,000.00	\$800,000.00	774,000.00	\$774,000.00
41	MANHOLE- 54 IN.	1 EA	8,000.00	8,000.00	7,600.00	\$7,600.00	16,500.00	\$16,500.00
42	MANHOLE - TYPE V MODIFIED	1 EA	20,000.00	20,000.00	8,000.00	\$8,000.00	16,990.00	\$16,990.00

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

<i>Project Number: 2010132</i>			<i>Engineer's Estimate</i>		HALME CONSTRUCTION INC (Submitted)		DW EXCAVATING 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>
43	MODIFY MANHOLE - 48 IN.	1 EA	6,000.00	6,000.00	2,000.00	\$2,000.00	13,400.00	\$13,400.00
44	MANHOLE ADDITIONAL HEIGHT 54 IN. DIA.	21 VF	150.00	3,150.00	245.00	\$5,145.00	80.00	\$1,680.00
45	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1 EA	750.00	750.00	1,300.00	\$1,300.00	880.00	\$880.00
46	CONNECT 30 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	2,000.00	2,000.00	10,000.00	\$10,000.00	10,375.00	\$10,375.00
47	CONNECT 60 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	2 EA	2,500.00	5,000.00	70,000.00	\$140,000.00	96,000.00	\$192,000.00
48	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	50.00	500.00	120.00	\$1,200.00	58.00	\$580.00
49	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	110.00	1,100.00	120.00	\$1,200.00	42.00	\$420.00
50	TRENCH SAFETY SYSTEM	1 LS	2,000.00	2,000.00	8,500.00	\$8,500.00	13,000.00	\$13,000.00
51	PLUGGING EXISTING PIPE	3 EA	250.00	750.00	1,000.00	\$3,000.00	800.00	\$2,400.00
52	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	5,000.00	5,000.00	130,000.00	\$130,000.00	63,000.00	\$63,000.00
53	CLEAN AND FLUSH EXISTING 60 IN. SANITARY SEWERLS	1 LS	60,000.00	60,000.00	5,000.00	\$5,000.00	163,000.00	\$163,000.00
54	SANITARY SEWER PIPE 8 IN. DIA.	106 LF	150.00	15,900.00	75.00	\$7,950.00	105.00	\$11,130.00
55	SANITARY SEWER PIPE 21 IN. DIA.	58 LF	300.00	17,400.00	330.00	\$19,140.00	447.00	\$25,926.00
56	SANITARY SEWER DI PIPE 30 IN. DIA.	43 LF	700.00	30,100.00	830.00	\$35,690.00	929.00	\$39,947.00
57	SANITARY SEWER FORCE MAIN DI PIPE 60 IN. DIA.	88 LF	900.00	79,200.00	5,000.00	\$440,000.00	6,314.00	\$555,632.00
58	BYPASS SEWER PUMPING, DIVERSION VAULT	1 LS	75,000.00	75,000.00	123,000.00	\$123,000.00	239,000.00	\$239,000.00
59	BYPASS SEWER PUMPING, MERGE VAULT	1 LS	75,000.00	75,000.00	123,000.00	\$123,000.00	239,000.00	\$239,000.00
60	ESC LEAD	1 LS	3,000.00	3,000.00	650.00	\$650.00	7,400.00	\$7,400.00
61	BIODEGRADABLE EROSION CONTROL BLANKET	1766 SY	5.00	8,830.00	4.00	\$7,064.00	11.00	\$19,426.00
62	INLET PROTECTION	4 EA	100.00	400.00	300.00	\$1,200.00	100.00	\$400.00

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

<i>Project Number: 2010132</i>			<i>Engineer's Estimate</i>		HALME CONSTRUCTION INC (Submitted)		DW EXCAVATING 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>
63	STABILIZED CONSTRUCTION ENTRANCE	200 SY	15.00	3,000.00	60.00	\$12,000.00	34.00	\$6,800.00
64	STREET CLEANING	40 HR	100.00	4,000.00	200.00	\$8,000.00	252.00	\$10,080.00
65	SILT FENCE	569 LF	5.00	2,845.00	6.00	\$3,414.00	8.00	\$4,552.00
66	TEMPORARY SEEDING	2472 SY	5.00	12,360.00	2.00	\$4,944.00	3.25	\$8,034.00
67	TOPSOIL TYPE A, 4 INCH THICK	2472 SY	6.00	14,832.00	12.50	\$30,900.00	11.25	\$27,810.00
68	HYDROSEEDING	2472 SY	5.00	12,360.00	2.00	\$4,944.00	3.25	\$8,034.00
69	LANDSCAPE BOULDERS	13 EA	100.00	1,300.00	150.00	\$1,950.00	300.00	\$3,900.00
70	CEMENT CONCRETE CURB	30 LF	35.00	1,050.00	85.00	\$2,550.00	77.00	\$2,310.00
71	TEMPORARY CONSTRUCTION FENCING	1 LS	15,000.00	15,000.00	6,500.00	\$6,500.00	4,300.00	\$4,300.00
72	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	4,000.00	4,000.00	8,000.00	\$8,000.00	7,000.00	\$7,000.00
73	QUARRY SPALLS	2 CY	65.00	130.00	300.00	\$600.00	1,300.00	\$2,600.00
74	FLOW CONTROL DEVICES AND CONTROL SYSTEM	1 LS	100,000.00	100,000.00	120,000.00	\$120,000.00	93,000.00	\$93,000.00
75	SECURTY ENCLOSURE	2 EA	4,000.00	8,000.00	13,500.00	\$27,000.00	17,000.00	\$34,000.00
76	VEHICLE GATE	1 EA	10,000.00	10,000.00	4,000.00	\$4,000.00	21,500.00	\$21,500.00
Bid Total				\$3,252,715.50		\$4,342,746.00		\$6,154,000.00

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	3,252,715.50	0.00	0.00	0.00	3,252,715.50
HALME CONSTRUCTION INC (Submitted)	4,342,746.00	0.00	0.00	0.00	4,342,746.00
DW EXCAVATING INC (Submitted)	6,154,000.00	0.00	0.00	0.00	6,154,000.00

Low Bid Contractor: HALME CONSTRUCTION INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	4,342,746.00	3,252,715.50	33.51 % Over 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>	4,342,746.00	3,252,715.50	33.51 % Over Estimate



Agenda Sheet for City Council Meeting of:

04/17/2023

Date Rec'd	4/3/2023
Clerk's File #	OPR 2013-0683
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	JEFF DONOVAN 625-4638
Contact E-Mail	JDONOVAN@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4320 - AMENDMENT #3 TO AGREEMENT REGARDING SRSP

Agenda Wording
 Amendment #3 to Agreement Regarding the Spokane River Stewardship Partners Funding/Cost Share Allocations.

Summary (Background)
 SRSP is a collaboration of the Spokane River dischargers which was established approximately 2007 to address the Spokane River Dissolved Oxygen TMDL (DO TMDL). Original members were City of Spokane, Co. of Spokane, City of Liberty Lake, Kaiser Aluminum, and Inland Empire Paper Company. As of January 9, 2023, Kaiser Aluminum terminated its participation from the SRSP. Amendment #3 reflects Kaisers' withdrawal. Amendment No. 3 also extends the term by 1 month from January 2026 to February 2026

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 40,025.00	# TBD
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	ARRINGTON, KYLE	Study Session\Other	PIES 3-27-23
Division Director	FEIST, MARLENE	Council Sponsor	CM Kinnear & CM Bingle
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	SCHOEDEL, ELIZABETH	hbarnhart@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	kkeck@spokanecity.org	
Additional Approvals		mmurray@spokanecity.org	
Purchasing		Tax & Licenses	
		ESchoedel@spokanecity.org	
		rgennett@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Wastewater Management
Contact Name	Jeff Donovan / Elizabeth Schoedel
Contact Email & Phone	ESchoedel@spokanecity.org #6232
Council Sponsor(s)	CM Kinnear & CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Amendment #3 to Agreement Regarding Spokane River Stewardship Partners Funding/Cost Share Allocations
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Spokane River Stewardship Partners (SRSP) is a collaboration of the Spokane River dischargers which was established in approximately 2007 to address the Spokane River Dissolved Oxygen TMDL (DO TMDL). Members include City of Spokane, County of Spokane, City of Liberty Lake, Kaiser Aluminum, and Inland Empire Paper Company. As of January 9, 2023, Kaiser Aluminum terminated its participation from the SRSP. This Amendment #3 reflects Kaisers' withdrawal. Amendment No. 3 also extends the term by 1 month from January 2026 to February 2026, updates Exhibit C (cost share); and Exhibit D (invoice contacts). The City's proportionate share remains unchanged for 2023.
Proposed Council Action	Council consent agenda – April 10, 2023
Fiscal Impact	
Total Cost: <u>40,035.00</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: Wastewater Management	
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? 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? This work will 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? 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?

This Amendment is consistent with the City's requirement for helping align City policies and efficiently address common water quality issues related to the Spokane Rive and Lake Spokane.



Amendment No. 3
Agreement Regarding Spokane River Stewardship Partners
Funding/Cost Share Allocations

This Amendment to the *Agreement Regarding Spokane River Stewardship Partners Funding/Cost Share Allocations* (the "SRSP Agreement") entered into by and among the members of the Spokane River Stewardship Partners ("SRSP") [each a "Participant"], which was incorporated into Avista Contract R-39492 between Avista and Dally Environmental LLC as *Exhibit B*, will be effective as of February 1, 2023. In each instance in which the provisions of this Amendment contradict or are inconsistent with the provisions of the SRSP Agreement, the provisions of this Amendment will govern, and the contradicted, superseded, or inconsistent provisions will be amended accordingly.

The SRSP Agreement is amended as follows:

1. The Term of the SRSP Agreement defined under *Other Terms*, Subsection 2, as amended by Amendment No. 2, is deleted, in its entirety, and replaced with the following:
 - "2. Term: The SRSP Agreement, effective when signed by all Participants, shall continue in effect through February 15, 2026, unless: (i) Avista's Contract R-39492 with Dally Environmental LLC is terminated, or (ii) one or more of the Participants elects to discontinue its participation in the SRSP, in which event, the remaining Participants shall agree (in writing) to either continue or dissolve the SRSP."
2. In an email dated January 9, 2023, Kaiser Aluminum Fabricated Products, LLC, one of the Participants under the SRSP Agreement, terminated its participation. In accordance the *Other Terms*, Subsection 4 (Cost Allocation) of the SRSP Agreement, the remaining Participants may elect to have: (i) the proportional cost shares allocations recalculated, or (ii) the scope of work amended to reduce the costs in order to keep the funding at the same percentage level as the previous year. The remaining Participants have elected to amend the scope of work to keep the funding at the same percentage level as the previous year.
3. The attached "SRSP Coordination/Support" document, which reflects each Stakeholder's proportionate share of the Maximum Compensation applicable under the SRSP Agreement for calendar year 2023, is incorporated into this Amendment as "*Exhibit C (2023)*". For fiscal years 2024 and 2025, Avista will provide the SRSP Coordination/Support document reflecting each Participant's proportionate share of the Maximum Compensation for the applicable fiscal year to the Participants via email. Upon written approval of the SRSP Coordination/Support document (email acceptable), the updated Exhibit C will be incorporated into the SRSP Agreement by this reference. Nothing in this paragraph is intended to require any of the Participants to accept or commit to its proportionate share of the Maximum Compensation beyond the current calendar year.
4. This Amendment may be signed in any number of counterparts, each of which when signed will be an original, but all such counterparts will constitute one and the same instrument. The term "counterparts" includes full copies of such signed instruments delivered electronically.

Except as set forth in this Amendment, all other terms of the Agreement remain in effect.

[signature pages follow]

This Amendment has been signed by each of the Parties' authorized representatives as set forth below.

Avista Corporation:

By _____

Its: _____

Spokane County:

By _____

Its: _____

City of Spokane:

By _____

Its: _____

City of Coeur d'Alene:

By _____

Its: _____

City of Post Falls:

By _____

Its: _____

Liberty Lake Sewer and Water District:

By _____

Its: _____

Inland Empire Paper Company:

By _____

Its: _____

Hayden Area Regional Sewer Board:

By _____

Its: _____

Exhibit C (2023)

SRSP 2023 - Cost Estimate - February 1, 2023 through January 31, 2024

Kaiser portion removed - total contract = \$129,174.

Based on original 2020, \$150,000. cost share, less Kaiser portion (4)

SRSP Member	2020 Flow (MGD)(3)	Fixed Cost Percentage (2020)	2020 Cost Share	New SRSP Member Cost Percentage (2023)
			\$ 150,000	
City of Spokane Wastewater	30.7	13.345%	\$ 20,017.50	15.50%
City of Spokane Stormwater		13.345%	\$ 20,017.50	15.50%
Avista (2)		13.345%	\$ 20,017.50	15.50%
SUBTOTAL			\$ 60,052.50	

The remaining SRSP Members will share the remaining costs base on their flow split.

	2020 Flow (MGD)(3)	Remaining Member Flow Percentage (2020)	Remaining Cost Share Amount (2020)	New SRSP Member Cost Percentage (2023)
			\$ 89,948	
Kaiser (4)	5.8	23.2%	\$ 20,826	-
Spokane County	7.8	31.1%	\$ 28,007.60	21.68%
Post Falls	2.8	11.2%	\$ 10,054.01	7.78%
Coeur d'Alene	3.6	14.4%	\$ 12,926.59	10.01%
IEP	3	12.0%	\$ 10,772.16	8.34%
HARSB	1.2	4.8%	\$ 4,308.86	3.34%
Liberty Lake	0.85	3.4%	\$ 3,052.11	2.36%
SRSP Member Total Flow	25.05	1.000		100.00%

(1) - Lisa Dally Wilson Hourly Rate of \$150/hour

(2) - Avista will only be charged for work related to the Lake Spokane Dissolved Oxygen Total Maximum Daily Load.

(3) 2019 Average Annual Flow

(4) Kaiser portion of contract removed: new contract amount : \$ 129,174

SRSP FACILITATOR INVOICE CONTACTS:

<p>Avista Heide Evans, Environmental Budget Specialist P.O. Box 3727, MSC-1 Spokane, WA 99220-3727 509-495-4993 heide.evans@avistacorp.com</p>	<p>Inland Empire Paper Company Attention: Accounts Payable 3300 N. Argonne Spokane, WA 99212 (509) 924-1911 To: accounting@iepc.com Cc: lorimcmahon@iepc.com dougkrapas@iepc.com</p>
<p>City of Spokane Jeff Donovan and Heather Barnhart 4401 N Aubrey L. White Parkway Spokane, WA 99205 509-625-4600 jdonovan@spokanecity.org hbarnhart@spokanecity.org</p>	<p>Liberty Lake Sewer and Water District BiJay Adams 22510 East Mission Avenue Liberty Lake, WA 99019-8542 Phone: (509) 922-5443 bijay@libertylake.org</p>
<p>City of Coeur d’Alene: Mike Anderson, Ben Martin, and Torri Green 710 E. Mullan Ave. Coeur d'Alene, ID 83814 Ph: 208/769-2277 manderson@cdaid.org bmartin@cdaid.org tgreen@cdaid.org</p>	<p>Spokane County Rob Lindsay and Ben Brattebo Public Works 1026 West Broadway Ave Spokane, WA 99260-0430 (509) 477-3600 rlindsay@spokanecounty.org bbrattebo@spokanecounty.org</p>
<p>City of Post Falls Craig Borrenpohl 408 N Spokane Street Post Falls, ID 83854 (208) 457-3377 cborrenpohl@postfalls.gov acctpays@postfalls.gov</p>	<p>Hayden Area Regional Sewer Board Stephanie Oliver 10789 N. Atlas Rd. Hayden ID, 83835 208-772-0672</p>



Agenda Sheet for City Council Meeting of:

04/17/2023

Date Rec'd	4/5/2023
Clerk's File #	OPR 2023-0410
Renews #	
Cross Ref #	
Project #	
Bid #	IPWQ 5843-23
Requisition #	MASTER CONTRACT

Submitting Dept	CONTRACTS & PURCHASING
Contact Name/Phone	THEA PRINCE 625-6403
Contact E-Mail	TBRINCE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5500 - MASTER CONTRACT FOR GARAGE DOOR/ELECTRIC GATE REPAIR

Agenda Wording

Approve a four (4) year Master Contract with Wayne Dalton (Spokane Valley, WA) for On-Call Garage Door/Electric gate Repair - \$150,000.00 annually.

Summary (Background)

An Informal PW Quote was issued for Annual Garage Door/Electric Gate Repair - two (2) responses were received with Wayne-Dalton being the lowest responsive responsible bidder. We are asking for approval to enter into a four (4) year Master Contract with Wayne Dalton for on-call garage door/electric gate repair.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ \$600,000.00

Select \$

Select \$

Select \$

Budget Account

various

#

#

#

Approvals

Dept Head NECHANICKY, JASON

Division Director WALLACE, TONYA

Finance BUSTOS, KIM

Legal HARRINGTON, MARGARET

For the Mayor PERKINS, JOHNNIE

Additional Approvals

Purchasing NECHANICKY, JASON

Council Notifications

Study Session\Other PIES 3/27/23

Council Sponsor CM Kinnear & CM Bingle

Distribution List

tprince@spokanecity.org

thagerty@Wayne-Dalton.com

kbustos@spokanecity.org

klong@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Purchasing Department
Contact Name	Thea Prince
Contact Email & Phone	tprince@spokanecity.org
Council Sponsor(s)	CM Kinnear and CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5500 – Enter into Master Contract for Garage Door/Electric Gate Repair – On Call PW Maintenance
Summary (Background) *use the Fiscal Impact box below for relevant financial information	An Informal PW Quote was issued for Annual Garage Door/Electric Gate Repair – two (2) responses were received with Wayne-Dalton being the lowest responsive responsible bidder. We are asking for approval to enter into a four (4) year Master Contract with Wayne Dalton for on-call garage door/electric gate repair. Estimated annual expenditure is \$150,000.00
Proposed Council Action	Approve four (4) year Master Contract
Fiscal Impact	
Total Cost: <u>150,000.00</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Fleet 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? 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? Master contracts standardize service agreement ensuring consistency of service, reduced administrative costs, and better pricing through use of economies of scale city wide.	



City of Spokane
**MASTER PUBLIC WORKS
MAINTENANCE AGREEMENT**
**Title: ANNUAL GARAGE DOOR/ELECTRIC
GATE REPAIR – ON CALL**

This Master Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **WAYNE-DALTON** whose address is 3808 North Sullivan Road, Bldg. 32, Suite C, Spokane Valley, Washington 99216 as (“Contractor”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the purpose of this Agreement is to provide Annual Garage Door/Electric Gate Repair – On Call; and

WHEREAS, the Contractor was selected through IPWQ 5843-23.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on June 1, 2023 and ends on May 31, 2027, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Contractor shall begin the work outlined in the “Scope of Work” (“Work”) 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 Contractor is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Contractor’s control.

3. SCOPE OF WORK.

The Contractor’s General Scope of Work for this Agreement is described in the City’s IPWQ and the Contractor’s Response which is attached as Exhibit C and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

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

4. COMPENSATION / PAYMENT.

Annual compensation for Contractor’s on-call services under this Agreement shall not exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, per year, in accordance with the hourly rates and applicable material mark-ups stated in Attachment C, plus applicable taxes, 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.

The Contractor shall submit its applications for payment to the individual City Departments requesting service. All invoices should include the City Clerk's File No. "OPR 2023-0410" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

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

6. PREVENTATIVE MAINTENANCE.

The following Preventative Maintenance requirements apply to the Work under this Agreement:

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- C. **PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENSIONS.** For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620
- D. A payment/performance bond is NOT required.
- E. Statutory retainage is NOT required.

7. CITY OF SPOKANE BUSINESS LICENSE.

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

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

9. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Contract.

10. INSURANCE.

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

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

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

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

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify 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 Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. SUBCONTRACTOR RESPONSIBILITY.

The Contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

12. INDEPENDENT CONTRACTOR.

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

13. ASSIGNMENT AND SUBCONTRACTING.

The Contractor 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 Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

14. TERMINATION.

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

15. STANDARD OF PERFORMANCE.

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

16. ANTI KICK-BACK.

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

17. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement 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.

18. 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.

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

The Contractor guarantees and warranties all work, labor and materials under this Agreement for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

20. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

WAYNE-DALTON

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 Certification
- Attachment B - Certification of Compliance with Wage Payment Statutes
- Attachment C – Contractor's Response to IPWQ 5843-23

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.

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)



ATTACHMENT B
Certification of Compliance with Wage Payment
Statutes and Washington Department of Labor and
Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

 Bidder’s Business Name

 Signature of Authorized Official*

 Printed Name

 Title

 Date

 City

 State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

 If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

ATTACHMENT C

Bid Response Summary

Bid Number IPWQ 5843-23
Bid Title Annual Garage Door/Electric Gate Repair - On Call PW Maint
Due Date Monday, March 13, 2023 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company thagerty@wayne-dalton.com
Submitted By thagerty@wayne-dalton.com thagerty@wayne-dalton.com - Wednesday, March 8, 2023 3:05:16 PM [(UTC-08:00) Pacific Time (US & Canada)]
By thagerty@wayne-dalton.com

Comments

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed	YES
	QUALIFICATION	Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	YES
	AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on evaluation of 63 two (2) hour calls for evaluating purposes - 80% are non-emergency calls and 20% are emergency calls as described below. Unsuccessful contractors will not automatically be notified of results.	YES
	CONTRACT TERM	The contract awarded from this IPWQ will be for a four (4) year period with an approximate start date of 6/1/2023 and an end date of 5/30/2027. Pricing will be fixed for the first twelve (12) months and vendor can request pricing changes with justification during the anniversary month of the contract .	ACKNOWLEDGED: YES
	EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	YES
	PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor 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.	YES
	REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	YES

CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	YES
EMPLOYEES PER JOB	Please indicate how many employees the contractor feels is standard to perform each job.	Two
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted.	YES
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response.	Tom Hagerty 509-924-3032 thagerty@wayne-dalton.com
ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	
PUBLIC WORKS REQUIREMENTS		
A.	The work under this contract is classified as routine maintenance under state law.	YES
1.	A payment/performance bond is NOT required	ACKNOWLEDGED:
2.	Statutory retainage is NOT required	YES
B.	Prevailing Wage	Yes
1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	YES

2.	<p>The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.</p>	YES
C.	Apprenticeship	No
1.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	NO
D.	Statement of Intent	Yes
1.	<p>The Contractor and 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 work or 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. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).</p>	YES
E.	Filing Fees	Yes

1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I. Reimbursement for the paid fees will be added to the amounts due the Contractor, if the Contractor submits to the City prior to final acceptance of the work a list of its subcontractors and has their "Statements of Intent to Pay Prevailing Wages" on file.	ACKNOWLEDGED:
F.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes
1.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	Yes
GENERAL CONDITIONS		
#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	YES
TECHNICAL REQUIREMENTS		
Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	YES
Scope of Work	This scope is intended to provide clarification and is NOT intended to be a complete listing of the contractor's responsibilities. Repair, maintenance and replacement of garage doors/mechanical gates and their associated components to include, but not limited to: 1. Replacement of worn parts 2. Preventative maintenance on spring replacement and lubrication of moving parts 3. Diagnosis and repair of electrical systems used in the control and operation of garage doors and their associated safety systems. 4. Diagnosis and repair of mechanical systems used in the control and operation of garage doors 5. Replacement of damaged door sections 6. Repair and/or replacement of garage door/mechanical gate motors	YES

Pricing	The prices listed in the Pricing section is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at those prices. We are using 63 two (2) hour calls for evaluating purposes - 80% are non-emergency calls and 20% are emergency calls as described in the pricing section.	YES
Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	YES
Response Time	Emergency - Emergency repairs, contractor shall be onsite within four (4) hours of notification. Non-Emergency - Non-Emergency repairs, contractor shall be onsite within twenty-four (24) hours of notification.	ACKNOWLEDGE: YES
Percentage Mark Up for parts/materials	Percentage Markup from list price for parts/materials pertaining to service.	45% From Supplier Landed Cost
Sales Tax	Applicable Sales Tax is 9%	Acknowledged: Yes
BID		
Bid Offer	The price(s) listed on the pricing page of this project is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents.	YES
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	zero
Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	YES
Subcontractors	Download and complete the Subcontractor document in the "Documents" tab and upload it.	Subcontractor List under \$1M (2).docx
CONTRACTOR RESPONSIBILITY		
#1	Provide Washington State Contractor's Registration No.	WAYNESS799LG
#2	Provide Contractor's U.B.I. Number	601243076
#3	Provide Contractor's Washington Employment Security Department Number	706,268-00
#4	Provide Contractor's Washington Excise Tax Registration Number	601 243 076
#5	Provide Contractor's City of Spokane Business Registration Number	T11060536BUS
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		

#1	<p>The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.</p>	YES
----	--	-----

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Default Item Group								
	#1	Straight Time Hourly Rate	Base	Hourly	1.00	\$120.00	\$120.00	\$100.00 Each Additional Hour
	#2	Overtime Hourly Rate	Base	Hourly	1.00	\$120.00	\$120.00	\$100.00 Each Additional Hour
	#3	Emergency Work Hourly Rate	Base	Hourly	1.00	\$165.00	\$165.00	\$135.00 Each Additional Hour
	#4	Holiday Hourly Rate	Base	Hourly	1.00	\$165.00	\$165.00	\$135.00 Each Additional Hour
	#5	Forklift/Man Lift Charge	Base	Hourly	1.00	\$0.00	\$0.00	Zero dollars
	#6	Travel Cost per Call	Base	ea	1.00	\$0.00	\$0.00	zero dollars
Total Base Bid		\$570.00						

SUBCONTRACTOR LIST

PROJECT NAME: Annual Garage Door/Electric Gate Repair - On Call PW Maint

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST *(use additional pages if necessary):*

CONTRACTOR/SUPPLIER Not Applicable

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



3216-3

OVERHEAD DOOR CORPORATION
PO BOX 67
MOUNT HOPE OH 44660-0067

DETACH BEFORE POSTING



STATE OF WASHINGTON
Profit Corporation

BUSINESS LICENSE

Issue Date: Jul 29, 2022
Unified Business ID #: 601243076
Business ID #: 001
Location: 0003
Expires: Jun 30, 2023

OVERHEAD DOOR CORPORATION
WAYNE DALTON SALES AND SERVICE OF SPOKANE
BLDG 32C
3808 N SULLIVAN RD
SPOKANE VALLEY WA 99216-1622

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

CITY ENDORSEMENTS:

SPOKANE VALLEY GENERAL BUSINESS - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T11060536BUS - ACTIVE
CHENEY GENERAL BUSINESS - NON-RESIDENT #BUS2010-263 - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

WAYNE DALTON SALES AND SERVICE OF SPOKANE

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

Director, Department of Revenue

UBI: 601243076 001 0003

STATE OF WASHINGTON

Expires: Jun 30, 2023

OVERHEAD DOOR CORPORATION
WAYNE DALTON SALES AND SERVICE OF SPOKANE
BLDG 32C
3808 N SULLIVAN RD
SPOKANE VALLEY WA 99216-1622

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE VALLEY GENERAL BUSINESS - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T11060536BUS - ACTIVE
CHENEY GENERAL BUSINESS - NON-RESIDENT #BUS2010-263 - ACTIVE

gaL0002

DETACH THIS SECTION FOR YOUR WALLET

Director, Department of Revenue



CERTIFICATE OF LIABILITY INSURANCE

7/1/2023

DATE (MM/DD/YYYY)
3/21/2023

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 LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Mitsui Sumitomo Insurance Co of America		20362
INSURER B : Mitsui Sumitomo Insurance USA Inc.		22551
INSURER C : Navigators Insurance Company		42307
INSURER D : Twin City Fire Insurance Company		29459
INSURER E :		
INSURER F :		

INSURED
1346244
OVERHEAD DOOR CORPORATION
AND ITS SUBSIDIARIES LISTED ON THE NAMED INSURED
SCHEDULE ATTACHED HERETO
2501 SOUTH STATE HIGHWAY 121, SUITE 200
LEWISVILLE TX 75067

COVERAGES ODC-USEONLY CERTIFICATE NUMBER: 19421558

REVISION NUMBER: XXXXXXXX

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 CERTIFICATION 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	
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR applies per policy terms & cond. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	46 ECS OF9007	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 7,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BVR 8406521 (AOS) BVM 8803088 (MA)	10/1/2022 10/1/2022	10/1/2023 10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX	
C	<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	N	Y	CH22UMRZ0C74NIV	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000	
A	<input checked="" type="checkbox"/> 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	Y	WCP 9113272 (AOS) WCP 9114841 (MA)	10/1/2022 10/1/2022	10/1/2023 10/1/2023	<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
B	Excess Workers Comp.	N	N	XWC9800047	7/1/2022	7/1/2023	WC Statutory Limits; 1M EL/Ea Accident; 1M EL Disease Emp/Policy	

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

Re: Annual service contract for the City Of Spokane, WA.

CERTIFICATE HOLDER

CANCELLATION See Attachments

19421558
City Of Spokane
808 W. Spokane Falls Blvd.
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

Umbrella Follow Form: Any Person Or Organization, Other Than The Named Insured, Included As An Additional Insured Under Scheduled Underlying Insurance, But Not For Broader Coverage Than Would Be Afforded By Such Scheduled Underlying Insurance.

Named Insured	Address
Overhead Door Corporation	2501 South State Highway 121, Suite 200, Lewisville TX 75067
dba Wayne-Dalton, A Division of Overhead Door Corp.	
dba Wayne-Dalton Genie Sales Center, A Division of Overhead Door Corp.	
dba TODCO, A Division of Overhead Door Corp.	
dba Horton Automatics, A Division of Overhead Door Corp.	
dba OHD Parts, A Division of Overhead Door Corp.	
dba Nationserve, A Division of Overhead Door Corp.	
dba Wayne Dalton Sales & Service, A Division of Overhead Door Corp.	
Door Services Corporation	777 Schwab Road, Suite A, Hatfield, PA 19440
dba Advanced Door Service of Pennsylvania	
Advanced Door Service	
dba Advanced Door Automation	
dba Allegheny Door Enterprises of Pennsylvania	
dba Automatic Door Enterprises of Pennsylvania	
dba DelMar Door Service of Delaware	
dba Door Controls, Inc. of Louisiana	
dba Eastern Door Service of New Jersey	
dba Keystone Automatic Door Enterprises of Pennsylvania	
dba Texas Access Controls, A Division of Overhead Door Corp.	
dba Advanced Door Service of Baltimore-DC	
dba Advanced Door Service Baltimore – DC, Inc.	
dba Advanced Door Service – Roanoke	
dba Advanced Door Service - Atlanta	
GMI Holdings, Inc. dba The Genie Company	PO Box 67 One Door Drive Mt. Hope OH 44660
Sanwa USA	2501 South State Highway 121, Suite 200, Lewisville TX 75067
WDC Florida Realty Company I LLC	One Door Drive Mt. Hope Mt. Hope OH 44660
Overhead Door Incorporated	2501 South State Highway 121, Suite 200, Lewisville TX 75067
OHD Corporation	2501 South State Highway 121, Suite 200, Lewisville TX 75067
Central Nebraska	
ODCC Corporation a/o Creative Door Services Ltd	
Overhead Door Company of Southern California	8260 Miralani Dr San Diego CA 92126
Overhead Door Corp – Sucursal del Peru	

Wayne Dalton Sales & Service Roster

Spokane	3808 N Sullivan Rd Suite C Spokane Valley WA 99216
Missoula	5657 Alloy South Missoula MT 59808
Kennewick	440 N Quay St Kennewick WA 99336
Lewiston	206 Ninth St Lewiston ID 83501
Tempe	402 W Geneva Dr Tempe AZ 85282
Albuquerque	1450 Candelaria Rd. NE Albuquerque NM 87107
San Diego	8260 Miralani Dr San Diego CA 92126
Colorado Springs	1847 S Murray Blvd Colorado Springs CO 80916
Grand Island	2812 W Old Hwy 30 (PO Box 1387) Grand Island NE 68803
Kearney	1907 Central Ave Kearney NE 68847
Akron Canton	3023 Greensburg Rd, PO Box 266 Green OH 44232

Cincinnati	2136 Stapleton Court Forest Park OH 45240
Peoria	362 High Point Lane, P.O. Box 2440 East Peoria IL 61611
Quad Cities	5111-C Tremont Ave Bldg 2 Davenport IA 52807
Raleigh	3600 Tarheel Drive Raleigh NC 27609
Charlotte	6031 McDaniel Lane Charlotte NC 28213
Houston	419 Century Plaza #230 Houston TX 77073

Wayne-Dalton Genie Roster

Atlanta Sales Center	320 Thornton Road, Suite 105 Lithia Springs GA 30122
Baltimore Sales Center	8306 Patuxent Range Road, #101 Jessup MD 20794
Greenville Sales Center	14 North King Road Greenville SC 29605
Hartford Sales Center	920 Cromwell Ave, PO Box 1010 Rocky Hill CT 06067
Long Island Sales Center	939 Motor Parkway Hauppauge NY 11788
New England (Auburn)	385 Rodman Road, Unit 4 Auburn ME 04210
New England (Walpole)	15 Walpole Park South, Bldg 6, Unit 9 Walpole MA 2081
Orlando Sales Center	9603 Satellite Blvd, Suite 130 Orlando FL 32837
Pensacola Sales Center	3375 Addison Drive Pensacola FL 32514
Philadelphia Sales Center	47 Runway Road, Suite N Levittown PA 19057
Pittsburgh Sales Center	1503 Parkway View Drive, Bldg 15 Pittsburgh PA 15205
Chicago Sales Center	295 S Prospect Ave Itasca IL 60143
Cleveland Sales Center	6161 Cochran Road, Suite B Solon OH 44139
Columbus Sales Center	6729 Commerce Court Drive Blacklick OH 43004
Detroit Sales Center	13200 Newburgh Road Livonia MI 48150
Jackson Sales Center	300 Country Place Parkway Pearl MS 39208
Lansing Sales Center	16400 Felton Road Lansing MI 48906
Little Rock Sales Center	8100 Scott Hamilton Drive, Suite D Little Rock AR 72209
New Orleans Sales Center	17950 Fabrication Row Covington LA 70435
Oklahoma City Sales Center	6200 SW 29th Street, Suite D Oklahoma City OK 73179
St. Louis Sales Center	4738 Earth City Expressway Bridgeton MO 63044
Tinley Park Sales Center	8500 W 185th Street, Suite E Tinley Park IL 60487
Toledo Sales Center	10373 Industrial Street Holland OH 43528
Twin Cities Sales Center	935 Blue Gentian Road Eagan MN 55121
Bay Area Sales Center	1550 Whipple Road Union City CA 94587
Boise Sales Center	492 N Dupont Avenue Boise ID 83713
Chatsworth Sales Center	8921 Quartz Avenue Northridge CA 91324
Chino Sales Center	4780 Eucalyptus Avenue Chino CA 91710
Dallas Sales Center	3000 Gateway, Suite 120 Irving TX 75063
Houston Sales Center	9135-A Wallisville Road Houston TX 77029
Sacramento Sales Center	830 Professor Lane, #200 Sacramento CA 95834
Salt Lake City Sales Center	5570 West 1730 South, Suite 300 Salt Lake City UT 84104
San Antonio Sales Center	3660 Thousand Oaks Blvd, Suite 401 San Antonio TX 78247
Santa Ana Sales Center	1043 East 4th Street Santa Ana CA 92701
Louisville Sales Center	5408 Sheperdsville Road Louisville, KY 40228
Seattle Sales Center	2505 Frank Albert Road East, B127 Fife WA 98424

Policy: 46 ECS OF9007

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business; and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or

normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in paragraphs (d) or (f); or

(ii) Such inspections adjustments or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury" or "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

e. Permits issued By State or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an insured under paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations,
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if;
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III - Limits Of Insurance. Such limits of insurance apply only in excess of the "self-insured retention"

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III LIMITS OF INSURANCE

Policy# 46 ECS OF9007

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

CG 20 01 04 13 CG 20 01 04 13

© Insurance Services Office, Inc. 2012

Policy Number: 46 ECS OF9007

d. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

8. Transfer Of Rights Of Recovery Against

Others To Us

a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. How Recoveries Shall Be Applied

Recoveries shall be applied to reimburse:

- (1) First, any interest (including the Named Insured) that paid any amount in excess of our Limits of Insurance;
- (2) Second, us, along with any other insurers having a quota share interest at the same level; and
- (3) Third, such interests (including the Named Insured) of whom this insurance is excess.

However, a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.

c. Apportionment Among All Interests

Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless different date is indicated below

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy)

This endorsement, effective on: 10/1/2022 at 12:01 A. M. standard time,
forms part of

Policy No. WCP 9113272 (AOS) AOS of the Mitsui Sumitomo Ins. Co. of
America

Issued to OVERHEAD DOOR CORPORATION AND ITS SUBSIDIARIES LISTED ON THE NAMED INSURED
SCHEDULE ATTACHED HERETO

Endorsement No.

Authorized Representative

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

This agreement shall not operate directly or indirectly to benefit any on not named in the schedule

Schedule

AS REQUIRED BY WRITTEN CONTRACT

WC 00 03 13

POLICY NUMBER: BVR 8406521 (AOS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Paragraph 1. **Who is An Insured of A. Coverage of Section II - Liability Coverage** in the **BUSINESS AUTO COVERAGE FORM** is amended to add the following provision:

- d. Any person or organization with **whom you agreed**, in a written contract, agreement or permit, to provide insurance such as afforded under this Coverage Part, but only with respect to your ownership, maintenance or use of a covered "auto."

This provision applies only if the written contract or agreement has been executed or permit issued prior to the "bodily injury" or "property damage," **and if the "bodily injury" or "property damage"** occurs during the policy period, and before the time expires for the additional insured to be covered under the policy.

All other terms and conditions remain unchanged.

Policy : 46 ECS OF9007



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10)

days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

MSIG Policy: BVR 8406521 & BVM 8803088

Term: 10/1/2022-10/1/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY INSURANCE
FOR ADDITIONAL INSUREDS
(REQUIRED BY WRITTEN CONTRACT)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Name of Additional Insured(s):

As required by written contract

Section II - Liability Coverage of the **BUSINESS AUTO COVERAGE FORM** is amended as follows solely with respect to the Additional Insured(s) shown in the Schedule:

If a written contract with the Named Insured requires that the liability insurance provided for the Additional Insured(s) be primary concurrent and primary non-contributory, then the coverage provided to the Additional Insured(s) under this endorsement shall conform to the written contract.

However, this liability insurance will conform to that written contract only to the extent that the written contract requires this liability insurance to be primary in comparison to the Additional Insured's own policy or policies and;

1. In no event shall a written contract with the Named Insured operate to require this liability insurance to contribute with other additional insured coverage available to the Additional Insured(s); and
2. This liability insurance shall be excess over any such other liability insurance, whether primary, excess, contingent or on any other basis.

All other terms and conditions remain unchanged.

POLICY NUMBER: BVR 8406521 (AOS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF RECOVERY RIGHTS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Notwithstanding anything to the contrary in Paragraph 5. of A. Loss Conditions of SECTION IV-BUSINESS AUTO CONDITIONS, we shall have no right of recovery:

- a. In the event that the "insured" has, prior to "accident" or "loss", waived its right of recovery;
- b. With respect to work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary contracts would require a waiver of recovery rights; and
- c. Against any owned or controlled subsidiary of the Named Insured.

All other terms and conditions remain unchanged.

CANCELLATION AMENDMENTS – NOTIFICATION OF DESIGNATED PERSONS OR ORGANIZATIONS

This endorsement modifies insurance provided under all Coverage Parts included in this policy.

The cancellation provisions in the policy are amended by adding the following:

If this policy is cancelled either by us, or by the first named insured, we will send notice to the person(s) or organization(s) shown in the Schedule below if the first named insured or any other named insured has agreed to provide notice of cancellation of this policy and has provided the name and address of such person(s) or organization(s) to us.

Notice will be sent:

1. Thirty [30] days prior to the effective date of cancellation, if cancelled by us for reasons other than nonpayment of premium; or
2. Ten [10] days prior to the effective date of cancellation, if cancelled by us due to nonpayment of premium, or if cancelled by the first named insured; or
3. In accordance with the time period for cancellation notice to be given to the insured as required by applicable statute or regulation.

Our failure to provide the notice will not impose liability of any kind upon us, or invalidate the cancellation, or amend the effective date of cancellation.

With respect to the provisions of this endorsement, the terms “we,” “us,” and “our” mean the company providing this insurance.

All other terms and conditions remain unchanged.

Schedule:



Agenda Sheet for City Council Meeting of:

04/17/2023

Date Rec'd	4/7/2023
Clerk's File #	OPR 2022-0551
Renews #	
Cross Ref #	ORD C36380
Project #	
Bid #	
Requisition #	SBO PENDING

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	MIKE PICCOLO 6237
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0620 CONTRACT 3RD AMENDMENT/EXTENSION – HUMAN RESOURCES CONSULTANT

Agenda Wording

Contract 3rd Amendment/Extension - Human Resources Consultant

Summary (Background)

The Human Resources Department previously contracted with Archbright for Human Resources Consulting. The contract has been amended twice to extend the term and the dollar amount. Due to continued challenges in filling current vacancies in the HR department, including the Labor Analyst, the Senior Labor Analyst and two human resources analyst positions, the HR department is requesting that the contract be extended through June 30, 2023 with an additional \$60,000 in funding.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 60,000.00

Select \$

Select \$

Select \$

Budget Account

0620-31100-18100-54201-99999

#

#

#

Approvals

Dept Head	MOSS, DAVID
Division Director	MOSS, DAVID
Finance	BUSTOS, KIM
Legal	BEATTIE, LAUREN
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	F&A 4/17
Council Sponsor	CM Kinnear/CM Wilkerson

Distribution List

dmoos@spokanecity.org
shenry@spokanecity.org
jquick@spokanecity.org
mpiccolo@spokanecity.org
jlargent@spokanecity.org

Additional Approvals

Purchasing

Committee Agenda Sheet

Urban Experience

Submitting Department	Human Resources
Contact Name & Phone	Mike Piccolo – 625-6237
Contact Email	mpiccolo@spokanecity.org
Council Sponsor(s)	Council Member Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract 3rd Amendment/Extension – Human Resources Consultant
Summary (Background)	The Human Resources Department previously contracted with Archbright for Human Resources Consulting. The contract provided services from July 19 th – Oct. 4 th in the amount of \$46,000. Due to continued challenges in filling current vacancies in the HR Director position, the Labor Analyst, the Senior Labor Analyst and two human resources analyst positions, the contract was extended through the end of the year with an additional \$54,000 in funding. A second amendment was approved extending the contract through March 31 st . The HR Department now has a new director but is still struggling to fill the vacant analysts positions. The department will need the continued services from Archbright into the second quarter of 2023 due to continued staff shortage and to assist the new department director.
Proposed Council Action & Date:	Approve Contract Amendment/Extension April 17, 2023
Fiscal Impact:	Total Cost: \$60,000 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: Contract amount will be paid for through salary savings within the HR Dept.	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Extending the contract with Archbright will enable the HR department to perform human resource analyst work on a timely and professional manner, which will assist in the hiring process and other HR related tasks that may benefit individual from historically excluded communities in the hiring process.	
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?

The City needs a fully staffed work force to implement the various plans and programs. The recruitment, hiring and other HR procedures performed by the HR analyst will assist in creating a fully staffed work force. The Departments needs the assistance of the HR analysts to accomplish various personnel/HR work. At the present time and at the present staffing level, the HR analysts will not be able to complete the necessary work to support the departments without the assistance of Archbright. The consulting services are also needed to assist the new department director.



City of Spokane
3rd CONTRACT AMENDMENT/EXTENSION
Title: **HUMAN RESOURCES CONSULTING**

This 3rd Contract Amendment/Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ARCHBRIGHT WORKPLACE PERFORMANCE EXPERTS**, whose Spokane address is 5601 6th Avenue South, Suite 400, Seattle, WA 98108 as ("Company"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Human Resources Operation Support; and

WHEREAS, the parties extended the contract through April 31, 2023; and

WHEREAS, due to staffing shortages in the Human Resources Department and the hiring of a new department director, there is a need to extend this work and add additional funds, 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 July 20, 2022, 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 3rd Contract Amendment/Extension shall become effective on April 1, 2023 and shall run through June 30, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00)** as full compensation for everything furnished and done under this Contract Amendment/Extension. The total amount under the original Contract, any

subsequent amendments, and this Contract Amendment/Extension is **TWO HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$220,000.00)**.

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.

**ARCHBRIGHT WORKPLACE
PERFORMANCE EXPERTS**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
04/17/2023

Date Rec'd	2/15/2023
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: 4/7/2023.
Total:\$6,898,672.25 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$6,519,901.46

Summary (Background)

Pages 1-30 Check numbers: 593298 - 593477 ACH payment numbers: 114725 - 114923 On file for review in City Clerks Office: 30 Page listing of Claims Note:

Lease? NO	Grant related?	Public Works? NO
Fiscal Impact		Budget Account
Expense \$ 6,519,901.46		# 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	SMITHSON, LYNDEN		
Additional Approvals			
Purchasing			

APPROVAL FUND SUMMARY

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	427,116.86
1100	STREET FUND	116,404.77
1200	CODE ENFORCEMENT FUND	12,029.29
1300	LIBRARY FUND	44,810.03
1380	TRAFFIC CALMING MEASURES	116,410.31
1400	PARKS AND RECREATION FUND	56,980.78
1425	AMERICAN RESCUE PLAN	220,688.92
1460	PARKING METER REVENUE FUND	7,343.66
1560	FORFEITURES & CONTRIBUTION FND	574.43
1620	PUBLIC SAFETY & JUDICIAL GRANT	1,412.96
1625	PUBLIC SAFETY PERSONNEL FUND	12,606.53
1680	CD/HS OPERATIONS	12,209.33
1970	FIRE/EMS FUND	211,518.61
1985	VOYA DEFINED CONTR ADMIN FUND	7,834.41
1990	TRANSPORTATION BENEFIT FUND	11,027.12
3200	ARTERIAL STREET FUND	193,386.95
4100	WATER DIVISION	355,169.28
4250	INTEGRATED CAPITAL MANAGEMENT	289,804.02
4300	SEWER FUND	247,982.76
4480	SOLID WASTE FUND	274,555.52
4600	GOLF FUND	6,951.21
4700	DEVELOPMENT SVCS CENTER	54,263.85
5100	FLEET SERVICES FUND	159,650.19
5200	PUBLIC WORKS AND UTILITIES	10,678.43
5300	IT FUND	243,721.33
5310	IT CAPITAL REPLACEMENT FUND	10,900.01
5400	REPROGRAPHICS FUND	9,996.51
5500	PURCHASING & STORES FUND	5,477.22
5600	ACCOUNTING SERVICES	23,784.24
5700	MY SPOKANE	7,805.13
5750	OFFICE OF PERFORMANCE MGMT	4,745.70
5810	WORKERS' COMPENSATION FUND	3,690.13
5820	UNEMPLOYMENT COMPENSATION FUND	86.04
5830	EMPLOYEES BENEFITS FUND	428,651.28
5900	FACILITIES MANAGEMENT FUND OPS	14,742.74
5903	PROPERTY ACQUISITION FIRE	192,390.53
6060	EMPLOYEES' RETIREMENT FUND	1,486.98
6070	FIREFIGHTERS' PENSION FUND	10,920.32
6080	POLICE PENSION FUND	5,992.73
6960	SALARY CLEARING FUND NEW	2,402,008.10
	TOTAL:	6,217,809.21

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CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	112.00		
00593298	ALASKA RUBBER GROUP INC	101.67		
00593299	AMERICAN ALLOY LLC	476.79		
00593300	LOGAN CAMPOREALE	40.00		
00593301	CASCADE ENGINEERING INC	42,181.47		
00593302	CENTURYLINK	91.99		
00593303	DUSTIN H CHENEY	18.00		
00593304	COMMUNITAS CHURCH OF SPOKANE	45,000.00		
00593305	GENERAL PACIFIC INC	911.24		
00593306	TEAM MUV FITNESS NORTH	38.00		
00593307	SECURED INVESTMENT HIGH YIEL	1,013.30		
00593308	PACIFIC COMPANY LLC	2,551.28		
00593309	PITNEY BOWES	12,433.60		
00593310	R.V. KUHN & ASSOCIATES, INC	7,834.41		
00593311	SPOKANE COUNTY SUPERIOR COUR	25.00		
00593312	LAND VIEW INC	3,960.33		
00593313	T-MOBILE	6.51		
00593314	T-MOBILE	143.03		
00593315	T-MOBILE	246.91		
00593316	T-MOBILE USA INC	25.00		
00593317	WASHINGTON LEOFF	1,978.95		
00593318	AUNTIES INC		83.35	
00593319	CENTURYLINK		361.61	
00593320	ALLISON PALUMBO		165.00	
00593321	DEVIKA GATES		100.00	
00593322	SPOKANE CITY TREASURER		418.10	
00593323	DE LAGE LANDEN FINANCIAL SVC			3,061.24
00593324	GENERAL STORE INC			78.47
00593325	SUZANNE WEDDLE			125.00
00593326	RICHARD MARKS			55.00
00593327	CSWW INC			239.76
00593328	KELLY CHADWICK			59,280.00
00593329	SWIRE PACIFIC HOLDINGS, INC			370.49
00593330	PIONEER TITLE COMPANY OF	377.65		
00593331	SPOKANE CITY TREASURER	7,040.22		
00593332	SPOKANE COUNTY TITLE CO	300.00		
00593380	BNSF RAILWAY COMPANY	2,630.25		
00593381	CLEAN HARBORS ENVIRONMENTAL	8,466.26		
00593382	JOHN CRAHEN	136.00		
00593383	EVANS CRAVEN & LACKIE PS	4,207.50		
00593384	JRP INTEGRATED SOLUTIONS LLC	25,000.00		
00593385	MOORE IACOFANO GOLTSMAN INC	8,450.00		
00593386	SALT DISTRIBUTORS INC	47,328.08		
00593387	CALE AMERICA INC			589.55
00593388	CENTURYLINK			970.49
00593389	WATERCO OF THE PACIFIC NORTH			9.82
00593390	DURHAM SCHOOL SERVICES			750.00
00593391	WOMEN & CHILDREN'S COMMUNITY			236.25
00593392	SAFETY KLEEN CORPORATION			503.58
00593393	TORRE REFUSE & RECYCLING DBA			450.00
00593394	CHILD SUPPORT SERVICES	938.16		
00593395	NORFOLK IRON & METAL CO	3,452.43		
00593396	CALIFORNIA STATE DISBURSEMEN	221.14		

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CITY OF SPOKANE
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00593397	HUMAN RESOURCES	771.50		
00593398	ICMA RETIREMENT TRUST 457	457,828.92		
00593399	ICMA RETIREMENT TRUST 457 LO	47,993.07		
00593400	IDAHO WASHINGTON AQUIFER	1,000.00		
00593401	ING LIFE INSURANCE & ANNUITY	139,178.86		
00593402	MAINSTREAM ELECTRIC INC	15.00		
00593403	DR HORTON	650.00		
00593404	SUZANNE HURST	13.00		
00593405	SME SOLUTIONS LLC	15.00		
00593406	SEMENIK HVAC	107.00		
00593407	PROFESSIONAL PIPING INC	15.00		
00593408	DR HORTON	100.00		
00593409	TERRANCE PANAGOS	600.00		
00593410	MAINSTREAM ELECTRIC LLC	60.00		
00593411	CUSTOM SALT SOLUTIONS	105.00		
00593412	DURIS CONSTRUCTION LLC	11,437.50		
00593413	MURRY J HARDENBROOK	55.00		
00593414	MAINSTREAM ELECTRIC LLC	55.00		
00593415	VPC ELECTRIC	180.00		
00593416	MAINSTREAM ELECTRIC	15.00		
00593417	MAINSTREAM ELECTRIC LLC	15.00		
00593418	PATRIOT ELECTRIC/LIGHTING CO	15.00		
00593419	DR HORTON	500.00		
00593420	DR HORTON	500.00		
00593421	DR HORTON	500.00		
00593422	TODD DAMSCHEN	4.00		
00593423	MOSER INC	62.00		
00593424	H&S ROOFING/WATERPROOFING LL	183.50		
00593425	STEAN ROSS	9.00		
00593426	DR HORTON	500.00		
00593427	DR HORTON	500.00		
00593428	DR HORTON	500.00		
00593429	DR HORTON	500.00		
00593430	AMERI-WEST ELECTRIC	40.00		
00593431	LEVI D STEVERDING	82.00		
00593432	TIM M CAMPHOUSE	11.00		
00593433	VPC ELECTRIC	15.00		
00593434	EASTSIDE ELECTRIC MOTORS	484.00		
00593435	NWESTCO LLC	1,500.00		
00593436	GRAHAM CONTRACTING	646.63		
00593437	MICHAEL WARNER	158.48		
00593438	SCHOOLYARD BILLY LLC	13.94		
00593439	TIFFANY POBLETE	258.31		
00593440	YOUNG CONSTRUCTION	1,500.00		
00593441	ALAN TALBOT	381.50		
00593442	MARSHA ELLEFSON	242.55		
00593443	JOSE MUNOZ	156.25		
00593444	BRAD DAVIS	549.71		
00593445	BRAD DAVIS	317.66		
00593446	WILSON CONSTRUCTION	255.90		
00593447	PROVIDENCE	1,793.69		
00593448	RIVER CITY MANAGEMENT LLC	224.21		
00593449	SPORTSMAN CAFE INC	90.69		

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CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00593450	THE EASY HOME BUYER	122.88		

00593451	PETER STELAHUE	506.99		
00593452	LEXIPOL LLC	118,783.80		
00593453	GARRETT JENKS	331.17		
00593454	ALEX BOYD	173.00		
00593455	CHRISTOPHER MORTENSEN	365.57		
00593456	DOMINIC BENALLO	173.00		
00593457	KERON TULL	385.00		
00593458	CHRISTOPHER LEWIS	340.89		
00593459	BRIAN ASHTON	795.89		
00593460	NEW JERSEY SUPPORT PAYMENT	179.84		
00593461	OFFICE OF THE ATTORNEY GENER	200.00		
00593462	PEOPLE QUALIFIED COMMITTEE	7.00		
00593463	PRE-PAID LEGAL SERVICES INC	361.14		
00593464	ORKIN	182.02		
00593465	STATE DISBURSMENT UNIT	862.60		
00593466	UNITED RENTALS NW INC	1,154.09		
00593467	UNITED STATES TREASURY	12.50		
00593468	US BANK OR CITY TREASURER	1,711,150.89		
00593469	VOYA FINANCIAL LOAN REPAYMEN	638.34		
00593470	WA GET PROGRAM	345.00		
00593471	WA STATE SUPPORT REGISTRY OR	17,840.42		
00593472	WESTERN STATES POLICE MEDICA	3,250.00		
00593473	WSCCCE, AFSCME, AFL-CIO	339.68		
00593474	CMR OPS, LLC			620.00
00593475	A TO Z RENTALS			1,581.23
00593476	TERRABELLA INC			6,277.24
00593477	WALTER E NELSON CO			387.02
80114725	ABM JANITORIAL SERVICES SOUT	591.96		
80114726	ALS LABORATORY GROUP	425.00		
80114727	ALSCO DIVISION OF ALSCO INC	2,105.04		
80114728	AMERIGAS PROPANE LP			117.21
80114729	ARAMARK UNIFORM SERVICES	250.50		
80114730	AVISTA CORPORATION	1,345.13		
80114731	AVISTA UTILITIES	4,185.38	10,517.69	
80114732	FRANCISCO J AYALA BARAHONA	11,330.00		
80114733	BAKER & TAYLOR BOOKS		9,201.41	
80114734	BANNER FURNACE & FUEL	304.11		
80114735	BATTERY SYSTEMS INC			287.04
80114736	BROADWAY INDUSTRIAL SUPPLY L	1,635.00		
80114737	CENGAGE LEARNING INC		296.41	
80114738	COLEMAN OIL COMPANY LLC	13,188.77		
80114739	COLUMBIA ELECTRIC SUPPLY/DIV	18,211.28		
80114740	COMCAST	177.09		
80114741	CONSOLIDATED SUPPLY CO	89,573.70		
80114742	COPIERS NORTHWEST INC	5,285.99		
80114743	CORWIN OF SPOKANE LLC	3,406.31		
80114744	CUMMINS NORTHWEST LLC	4,702.30		
80114745	L N CURTIS & SONS	104,705.92		
80114746	DELL MARKETING LP	2,524.48		
80114747	DENNIS CLEAVENGER	6,327.45		
80114748	DESIMONE CONSULTING LLC	6,667.00		
80114749	DIAMOND TECHNOLOGIES	11,699.12		

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CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80114750	ECOLAB INC			739.22
80114751	ELJAY OIL CO INC	3,238.82		
80114752	ENDRESS+HAUSER INC	4,382.02		
80114753	LUKE ESSER	7,000.00		
80114754	EUROFINS ENVIRONMENT TESTING	1,684.00		

80114755	EXPRESS NAME TAGS & MORE, IN		16.84	
80114756	SHELLEY FAIRWEATHER-VEGA		126.44	
80114757	FASTENAL CO	2,565.48		
80114758	FEDERAL EXPRESS CORP/DBA FED	145.57		
80114759	FIREPOWER INC			1,498.76
80114760	GALLS LLC	1,364.20		
80114761	GARCO CONSTRUCTION INC			107,066.30
80114762	GRAINGER INC	156.99		32.55
80114763	GROUP 4 ARCHITECTURE, RESEARC		9,035.78	
80114764	H D FOWLER COMPANY	2,253.74		
80114765	HDR ENGINEERING INC	8,637.38		
80114766	INLAND ENVIRONMENTAL RESOURC	7,699.65		
80114767	INTERFAITH HOSPITALITY	45,000.00		
80114768	INTERSTATE CONCRETE & ASPHAL	4,453.57		
80114769	MANZANITA HOUSE	45,000.00		
80114770	MCKINSTRY CO LLC	21,227.75	1,194.00	1,085.45
80114771	MIDWEST TAPE		50.38	
80114772	MUNICIPAL EMERGENCY SERVICES	3,005.55		
80114773	LEGEND INVSTMENTS CORP	37,905.84		
80114774	NORCO INC	92.53		
80114775	NORFOLK BEARINGS & SUPPLY CO	1,244.45		
80114776	NORTHSTAR CHEMICAL INC	4,164.67		
80114777	NORTHWEST OPEN ACCESS NETWOR	3,600.00		
80114778	NORTHWEST RIVER SUPPLIES INC	3,476.80		
80114779	FAT KAT ENTERPRISES	1,495.37		
80114780	OVERDRIVE INC		5,278.02	
80114781	PAPE MACHINERY INC	15,465.70		
80114782	PERFORMANCE SYSTEMS			797.82
80114783	PETE LIEN & SONS INC	22,442.99		
80114784	PLANET TURF			1,333.64
80114785	POMP'S TIRE SERVICE INC	3,980.67		
80114786	POWER CITY ELECTRIC INC			484.92
80114787	PROCTOR SALES INC			2,932.12
80114788	QUANTIX INC/ENTERTAINMENT			1,699.22
80114789	QUESTICA LTD	181,340.04		
80114790	RWC INTERNATIONAL LTD		60,242.17	
80114791	SANITAS TECHNOLOGIES	335.00		
80114792	SHI CORP	14,853.04		
80114793	SPOKANE COUNTY TITLE CO	574.43		
80114794	SPOKANE COUNTY TREASURER	868.46		
80114795	JENED INC			6,851.98
80114796	THOMSON WEST	4,767.66		
80114797	TRM SERVICES INC		20,304.36	
80114798	TWO RIVERS TERMINAL LLC	8,633.46		
80114799	ULINE INC		2,494.57	
80114800	UNIVAR SOLUTIONS USA INC	3,875.02		
80114801	VERIZON WIRELESS	29,335.14		
80114802	VINEGAR LLC	45,000.00		

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80114803	WA STATE DEPT OF ECOLOGY	780.00		
80114804	WASHINGTON EQUIPMENT	3,104.80		
80114805	WCP SOLUTIONS			891.69
80114806	WESTERN PACIFIC SIGNAL LLC	6,748.74		
80114807	WSF LLC	783.62		
80114808	WILBUR ELLIS COMPANY			64.43
80114809	WILDROSE LTD dba			489.36
80114810	MEGAN DUVALL	23.80		
80114811	NEIL, MASON		58.68	

80114812	TONY LAMAR NEWTON		690.00
80114813	CARIS O MALLEY		108.88
80114814	EVA SILVERSTONE		59.61
80114815	NORTHWEST INDUSTRIAL SERVICE	106.28	
80114816	BETTER HEALTH TOGETHER	13,671.65	
80114817	CATHOLIC CHARITIES	16,668.34	
80114818	GOODWILL INDUSTRIES OF THE	156,478.42	
80114819	HALME CONSTRUCTION INC	332,019.12	
80114820	CPM DEVELOPMENT CORP DBA	11,027.12	
80114821	KPFF CONSULTING ENGINEERS	26,391.84	
80114822	LAWRENCE B STONE PROPERTIES	2,000.00	
80114823	MAX J KUNEY COMPANY	104,000.00	
80114824	PREMERA BLUE CROSS OR	258,287.22	
80114825	SPOKANE HOUSING AUTHORITY	3,942.89	
80114826	SPOKANE PUBLIC SCHOOLS	115,879.00	
80114827	TRUTH MINISTRIES OF SPOKANE	101,225.99	
80114828	VERIZON WIRELESS	170.60	
80114829	VOLUNTEERS OF AMERICA OF	110.21	
80114830	ARAMARK UNIFORM SERVICES	60.28	
80114831	BARR-TECH LLC	3,869.14	
80114832	BRETT SPORTS & ENTERTAINMENT		18,000.00
80114833	BUDINGER & ASSOCIATES INC	3,971.88	
80114834	CPM DEVELOPMENT CORP DBA	1,247.60	
80114835	COLEMAN OIL COMPANY LLC	33,671.45	
80114836	EDNETICS INC	223.44	
80114837	ENGINEERING ECONOMICS INC	705.50	
80114838	FASTENAL CO	3,126.98	
80114839	KAREN L FELBER		210.70
80114840	FIRE CONTROL SPRINKLER SYSTE	2,211.66	
80114841	FLEETCOR TECHNOLOGIES INC	32,651.56	
80114842	GORDON TRUCK CENTERS INC DBA	775.53	
80114843	IIA LIFTING SERVICES INC	1,042.07	
80114844	INTEGRUS ARCHITECTURE	12,807.42	
80114845	INTELLITECHTURE CORPORATION	1,045.00	
80114846	JACOBS ENGINEERING GROUP INC	6,875.00	
80114847	LEE & HAYES PC	182.50	
80114848	MARK ANDY INC	3,334.42	
80114849	NORTHSTAR CLEAN CONCEPTS		211.83
80114850	OIL RE-REFINING CO INC	417.25	
80114851	OXARC INC		508.67
80114852	PACWEST MACHINERY LLC	5,460.34	
80114853	PLANET TURF		209.82
80114854	RIVER PARK SQUARE LLC	800.00	
80114855	SISTER CITIES ASSN OF SPOKAN	298.51	

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80114856	SITEONE LANDSCAPE SUPPLY LLC			1,461.35
80114857	SPOKANE INT'L AIRPORT	34,580.88		
80114858	SPOKANE PRO CARE INC	393.49		
80114859	SPRAGUE PEST CONTROL/DIV OF			340.64
80114860	SUMMIT LAW GROUP PLLC	8,841.52		
80114861	UNITEC DORSH LLC	681.25		
80114862	WESTERN STATES EQUIPMENT CO	39,389.37		
80114863	WESTSIDE MOTORSPORTS	330.49		
80114864	ZAYO GROUP HOLDINGS INC	1,131.38		
80114865	RICHARD C SMAWLEY	102.00		
80114866	ACTION MATERIALS	610.82		
80114867	ALL ABOUT TOWING SERVICES	138.43		
80114868	ALL SERVICE WEST TOWING	657.55		

80114869	ROBERT EARL ALFORD	1,415.93	
80114870	NORTHWEST INDUSTRIAL SERVICE	110.00	
80114871	BATTERY SYSTEMS INC		21.80
80114872	SPOKANE FIRE FIGHTERS BENEFIT	14,852.74	
80114873	BJ CARD COMPANY		283.20
80114874	CINTAS CORPORATION	427.91	
80114875	COEUR D'ALENE SERVICE STATIO	1,810.71	
80114876	COLEMAN OIL COMPANY LLC		3,251.07
80114877	CONSOLIDATED ELECTRICAL		55.00
80114878	CORE & MAIN LP	5,098.80	
80114879	CREEK AT QUALCHAN GOLF COURSE		9,042.21
80114880	ALBERT A BERGER		442.40
80114881	DAKTRONICS INC		3,215.50
80114882	DELTA DENTAL OF WASHINGTON	42,107.25	
80114883	DIGNITARY PROTECTION TEAM FU	250.00	
80114884	DUKE'S ROOT CONTROL INC	44,627.37	
80114885	EDU MEMBERSHIP FUND	12.50	
80114886	EVERGREEN STATE TOWING LLC	2,006.85	
80114887	FASTENAL CO		77.56
80114888	FREEDOM SALES & SUPPLY LLC		442.84
80114889	GROUNDWATER SOLUTIONS INC	455.00	
80114890	POLICE GUILD LEGAL DEFENSE	622.00	
80114891	H D FOWLER COMPANY	4,512.60	
80114892	MARUBENI AMERICA CORPORATION		2,419.47
80114893	MARY CARPENTER		359.76
80114894	INTTERRA, INC.	67,124.38	
80114895	INT'L ASSN OF FIREFIGHTERS/	67,934.88	
80114896	KAISER FOUNDATION HEALTH PLA	143,018.31	
80114897	LT & CAPT ASSOCIATION	2,130.00	
80114898	LT & CAPT ASSOCIATION - LTD	715.00	
80114899	LTS & CPTS LEGAL DEFENSE FUN	44.00	
80114900	M & P ASSOCIATION	3,228.71	
80114901	NAPA AUTO PARTS	1,376.65	
80114902	LEGEND INVESTMENTS CORP	3,539.25	
80114903	NEPTUNE TECHNOLOGY GROUP INC	89,313.51	
80114904	OXARC INC	2,849.57	
80114905	PACIFIC PETROLEUM & SUPPLY		759.41
80114906	SPOKANE POLICE GUILD	24,407.78	
80114907	REHN & ASSOCIATES	23,386.08	
80114908	SANDBAGGERS CLUB LLC		9,916.57

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80114909	SIMPLIT PARTNERS			2,081.90
80114910	SITEONE LANDSCAPE SUPPLY LLC	257.08		
80114911	SPOKANE POLICE BENEFIT ASSOC	577.50		
80114912	SPOKANE POLICE CHAPLAIN	2,948.00		
80114913	SPOKANE POLICE K-9 MEMBERSHI	90.00		
80114914	SPOKANE POLICE GUILD FRATERN	879.87		
80114915	SPOKANE POLICE SWAT TEAM	400.00		
80114916	T & T GOLF MANAGEMENT INC			1,485.59
80114917	SPOKANE POLICE TACTICAL TEAM	593.00		
80114918	UNITED WAY	292.00		
80114919	US BANK TRUST NA	992,232.14		
80114920	WA ST COUNCIL OF CITY & COUN	30,348.47		
80114921	WESTERN GLOVE INC			193.08
80114922	WILBUR ELLIS COMPANY			663.27
80114923	FRUCHTER, MARY			357.00
		6,519,901.46	120,803.30	257,967.49

CITYWIDE TOTAL:

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6,898,672.25

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

EVANS CRAVEN & LACKIE PS	LEGAL SERVICES CHECK NO. - 00593383	4,207.50
LEE & HAYES PC	LEGAL SERVICES ACH PMT NO. - 80114847	113.50
SISTER CITIES ASSN OF SPOKANE	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80114855	298.51
SUMMIT LAW GROUP PLLC	LEGAL SERVICES ACH PMT NO. - 80114860	8,841.52
TOTAL FOR 0020 - NONDEPARTMENTAL		13,461.03

0030 - POLICE OMBUDSMAN

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593398	275.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	992.77
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80114919	1,302.33
TOTAL FOR 0030 - POLICE OMBUDSMAN		2,570.10

0100 - GENERAL FUND

PROFESSIONAL PIPING INC 2733 E PROVIDENCE AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00593407	15.00
TOTAL FOR 0100 - GENERAL FUND		15.00

0230 - CIVIL SERVICE

ALEX BOYD 3211 AMBER BAY LOOP	PROFESSIONAL SERVICES CHECK NO. - 00593454	173.00
BRIAN ASHTON 3320 S VICTORY VIEW DR	PROFESSIONAL SERVICES CHECK NO. - 00593459	795.89
CHRISTOPHER LEWIS 10 KANE LANE	PROFESSIONAL SERVICES CHECK NO. - 00593458	340.89
CHRISTOPHER MORTENSEN 320 SELL LANE	PROFESSIONAL SERVICES CHECK NO. - 00593455	365.57
DOMINIC BENALLO 6451 RUSSELL WAY	PROFESSIONAL SERVICES CHECK NO. - 00593456	173.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GARRETT JENKS 3881 PARADISE RD	PROFESSIONAL SERVICES CHECK NO. - 00593453	331.17
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ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593398	720.00
KERON TULL 6819 ROSSVILLE DR	PROFESSIONAL SERVICES CHECK NO. - 00593457	385.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	2,757.36
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80114919	3,777.00
TOTAL FOR 0230 - CIVIL SERVICE		9,818.88

0260 - CITY CLERK

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593398	280.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	1,396.19
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80114919	1,908.22
TOTAL FOR 0260 - CITY CLERK		3,584.41

0320 - COUNCIL

DESIMONE CONSULTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80114748	6,667.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593398	1,250.00
LUKE ESSER	PROFESSIONAL SERVICES ACH PMT NO. - 80114753	7,000.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	4,250.49
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80114919	5,565.35
TOTAL FOR 0320 - COUNCIL		24,732.84

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593398	405.00
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	2,365.59
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80114919	3,063.26

TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS 5,833.85

0370 - ENGINEERING SERVICES

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00593398 3,095.05

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00593468 14,076.40

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80114919 18,944.94

TOTAL FOR 0370 - ENGINEERING SERVICES 36,116.39

0410 - FINANCE

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00593398 760.00

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00593468 3,354.51

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80114919 4,506.25

TOTAL FOR 0410 - FINANCE 8,620.76

0450 - NEIGHBHD HOUSING HUMAN SVCS

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00593398 175.00

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00593468 966.90

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80114919 1,279.94

TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS 2,421.84

0470 - HISTORIC PRESERVATION

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00593398 160.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LOGAN CAMPOREALE NON-TRAVEL MEALS/LGHT RFRSHMT
CHECK NO. - 00593300 40.00

MEGAN DUVALL NON-TRAVEL MEALS/LGHT RFRSHMT
ACH PMT NO. - 80114810 23.80

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00593468 598.46

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80114919 791.71

TOTAL FOR 0470 - HISTORIC PRESERVATION 1,613.97

0480 - OFFICE OF CIVIL RIGHTS

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00593468 244.86

TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS 244.86

0500 - LEGAL

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00593398 1,615.00

SPOKANE COUNTY SUPERIOR COURT JUDGEMENTS/DAMAGES
CHECK NO. - 00593311 25.00

THOMSON WEST PUBLICATIONS
WEST PUBLISHING PAYMENT CTR ACH PMT NO. - 80114796 4,767.66

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00593468 15,505.92

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80114919 12,713.66

TOTAL FOR 0500 - LEGAL 34,627.24

0520 - MAYOR

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00593398 300.00

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00593468 2,521.51

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80114919 2,618.54

TOTAL FOR 0520 - MAYOR 5,440.05

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00593398 175.00

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00593468 1,118.81

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80114919 1,480.58

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES 2,774.39

0560 - MUNICIPAL COURT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593398	1,880.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593468	8,833.38
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80114919	12,141.89
TOTAL FOR 0560 - MUNICIPAL COURT		22,855.27

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593398	160.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593468	598.35
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80114919	818.36
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		1,576.71

0620 - HUMAN RESOURCES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593398	262.50
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593468	1,937.60
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80114919	2,169.60
TOTAL FOR 0620 - HUMAN RESOURCES		4,369.70

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0650 - PLANNING SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593398	1,045.00
MOORE IACOFANO GOLTSMAN INC	CONTRACTUAL SERVICES	
DBA MIG INC	CHECK NO. - 00593385	8,450.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593468	4,453.66
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80114919	6,067.43
TOTAL FOR 0650 - PLANNING SERVICES		20,016.09

0680 - POLICE

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80114725	591.96
ALL ABOUT TOWING SERVICES	TOWING EXPENSE ACH PMT NO. - 80114867	138.43
ALL SERVICE WEST TOWING	TOWING EXPENSE ACH PMT NO. - 80114868	657.55
AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80114730	823.47
AVISTA CORPORATION	UTILITY NATURAL GAS ACH PMT NO. - 80114730	521.66
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114742	59.44
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80114886	2,006.85
GALLS LLC	CLOTHING ACH PMT NO. - 80114760	1,361.26
GENERAL PACIFIC INC	MINOR EQUIPMENT CHECK NO. - 00593305	911.24
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593398	75,921.08
ROBERT EARL ALFORD dba ALL SERVICE EAST TOWING	TOWING EXPENSE ACH PMT NO. - 80114869	1,415.93
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80114794	868.46
T-MOBILE USA INC	MISC SERVICES/CHARGES CHECK NO. - 00593316	25.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	49,714.36
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80114919	33,352.56
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80114801	10,819.47
VERIZON WIRELESS	MOBILE BROADBAND ACH PMT NO. - 80114801	15,928.93
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00593317	1,939.38
WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00593472	2,275.00

TOTAL FOR 0680 - POLICE

199,332.03

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593398	855.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593468	3,244.04
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80114919	4,530.49
TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		8,629.53

0700 - PUBLIC DEFENDER

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593398	1,190.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593468	6,726.85
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80114919	8,699.76
TOTAL FOR 0700 - PUBLIC DEFENDER		16,616.61

0750 - COMMUNITY/ECONOMIC DEV DVSN

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593398	175.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593468	710.01
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80114919	960.30
TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN		1,845.31

1100 - STREET FUND

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80114830	60.28
CPM DEVELOPMENT CORP DBA	REPAIR & MAINTENANCE SUPPLIES	
CENTRAL PRE-MIX CONCRETE CO	ACH PMT NO. - 80114834	1,247.60
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80114838	1,111.57
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80114838	2,015.41
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593398	4,266.00
INTERSTATE CONCRETE & ASPHALT	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80114768	4,453.57

JOHN CRAHEN	PERMITS/OTHER FEES CHECK NO. - 00593382	136.00
LAND VIEW INC DBA TECHNICHEM	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00593312	3,960.33
RICHARD C SMAWLEY	PERMITS/OTHER FEES ACH PMT NO. - 80114865	102.00
SALT DISTRIBUTORS INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00593386	47,328.08
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	18,855.25
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80114919	26,119.94
WESTERN PACIFIC SIGNAL LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80114806	6,748.74
TOTAL FOR 1100 - STREET FUND		116,404.77

1200 - CODE ENFORCEMENT FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593398	895.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	4,802.42

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80114919	6,331.87
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		12,029.29

1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593398	2,315.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	19,305.60
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80114919	23,189.43
TOTAL FOR 1300 - LIBRARY FUND		44,810.03

1380 - TRAFFIC CALMING MEASURES

SPOKANE PUBLIC SCHOOLS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80114826	115,879.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	227.34
US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE ACH PMT NO. - 80114919 303.97

TOTAL FOR 1380 - TRAFFIC CALMING MEASURES 116,410.31

1400 - PARKS AND RECREATION FUND

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00593398 4,555.00

LEE & HAYES PC PROFESSIONAL SERVICES
ACH PMT NO. - 80114847 69.00

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00593468 25,079.52

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80114919 27,277.26

TOTAL FOR 1400 - PARKS AND RECREATION FUND 56,980.78

1425 - AMERICAN RESCUE PLAN

BUDINGER & ASSOCIATES INC CONTRACTUAL SERVICES
ACH PMT NO. - 80114833 3,971.88

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COMMUNITAS CHURCH OF SPOKANE CONTRACTUAL SERVICES
CHECK NO. - 00593304 45,000.00

FRANCISCO J AYALA BARAHONA CONTRACTUAL SERVICES
DBA JC FLOORING ACH PMT NO. - 80114732 11,330.00

INTERFAITH HOSPITALITY CONTRACTUAL SERVICES
NETWORK OF SPOKANE ACH PMT NO. - 80114767 45,000.00

JRP INTEGRATED SOLUTIONS LLC CONTRACTUAL SERVICES
CHECK NO. - 00593384 25,000.00

MANZANITA HOUSE CONTRACTUAL SERVICES
ACH PMT NO. - 80114769 45,000.00

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00593468 387.04

VINEGAR LLC CONTRACTUAL SERVICES
DBA BOOMBOX PIZZA ACH PMT NO. - 80114802 45,000.00

TOTAL FOR 1425 - AMERICAN RESCUE PLAN 220,688.92

1460 - PARKING METER REVENUE FUND

CENTURYLINK TELEPHONE
CHECK NO. - 00593302 91.99

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00593398 620.00

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00593468 2,882.28

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80114919	3,749.39

TOTAL FOR 1460 - PARKING METER REVENUE FUND		7,343.66
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1560 - FORFEITURES & CONTRIBUTION FND

SPOKANE COUNTY TITLE CO	LEGAL SERVICES	
	ACH PMT NO. - 80114793	574.43

TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		574.43
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1620 - PUBLIC SAFETY & JUDICIAL GRANT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593398	965.85

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593468	376.71

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80114919	40.21

WASHINGTON LEOFF	PENSION LEOFF II 3.5%	
DEPT OF RETIREMENT SYSTEMS	CHECK NO. - 00593317	30.19

TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		1,412.96
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1625 - PUBLIC SAFETY PERSONNEL FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593398	2,250.78

ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING	
OR CITY OF SPOKANE TREASURER	CHECK NO. - 00593401	3,583.28

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593468	4,102.73

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80114919	2,669.74

TOTAL FOR 1625 - PUBLIC SAFETY PERSONNEL FUND		12,606.53
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1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593398	618.75

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593468	5,620.00

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80114919	5,970.58

TOTAL FOR 1680 - CD/HS OPERATIONS

12,209.33

1970 - FIRE/EMS FUND

ALASKA RUBBER GROUP INC VEHICLE REPAIR & MAINT SUPPLY
DBA ARG INDUSTRIAL CHECK NO. - 00593298 101.67

GALLS LLC CLOTHING
 ACH PMT NO. - 80114760 2.94

GRAINGER INC OPERATING SUPPLIES
 ACH PMT NO. - 80114762 156.99

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00593398 10,891.53

ING LIFE INSURANCE & ANNUITY DEFERRED COMPENSATION-MATCHING
OR CITY OF SPOKANE TREASURER CHECK NO. - 00593401 48,816.20

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

L N CURTIS & SONS PERSONAL PROTECTIVE EQUIPMENT
 ACH PMT NO. - 80114745 104,705.92

NAPA AUTO PARTS VEHICLE REPAIR & MAINT SUPPLY
GENUINE PARTS CO ACH PMT NO. - 80114901 1,376.65

NORCO INC SAFETY SUPPLIES
 ACH PMT NO. - 80114774 92.53

PACIFIC COMPANY LLC CLOTHING
 CHECK NO. - 00593308 2,551.28

POMP'S TIRE SERVICE INC VEHICLE REPAIR & MAINT SUPPLY
 ACH PMT NO. - 80114785 3,544.67

POMP'S TIRE SERVICE INC VEHICLE REPAIRS/MAINT
 ACH PMT NO. - 80114785 436.00

TEAM MUV FITNESS NORTH PERMIT REFUNDS PAYABLE
PO BOX 1756 CHECK NO. - 00593306 38.00

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00593468 31,054.78

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80114919 7,740.07

WASHINGTON LEOFF PENSION LEOFF II 3.5%
DEPT OF RETIREMENT SYSTEMS CHECK NO. - 00593317 9.38

TOTAL FOR 1970 - FIRE/EMS FUND

211,518.61

1985 - VOYA DEFINED CONTR ADMIN FUND

R.V. KUHNS & ASSOCIATES, INC. ADVISORY TECHNICAL SERVICE
DBA RVK, INC CHECK NO. - 00593310 7,834.41

TOTAL FOR 1985 - VOYA DEFINED CONTR ADMIN FUND

7,834.41

1990 - TRANSPORTATION BENEFIT FUND

CPM DEVELOPMENT CORP DBA	CONTRACTUAL SERVICES	
INLAND ASPHALT COMPANY	ACH PMT NO. - 80114820	11,027.12
TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND		11,027.12

3200 - ARTERIAL STREET FUND

HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80114819	166,995.11
KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80114821	26,391.84
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 3200 - ARTERIAL STREET FUND	193,386.95
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4100 - WATER DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80114866	610.82
ALAN TALBOT	REFUNDS	
617 E 13TH AVE	CHECK NO. - 00593441	381.50
BRAD DAVIS	REFUNDS	
9311 S DAYSTAR LANE	CHECK NO. - 00593445	867.37
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80114874	427.91
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER	
	ACH PMT NO. - 80114741	89,573.70
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER	
	ACH PMT NO. - 80114878	5,098.80
EASTSIDE ELECTRIC MOTORS	REFUNDS	
3712 N FLORA RD	CHECK NO. - 00593434	484.00
GRAHAM CONTRACTING	REFUNDS	
10840 27 SE ST	CHECK NO. - 00593436	146.63
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER	
	ACH PMT NO. - 80114891	4,930.65
H D FOWLER COMPANY	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80114764	1,835.69
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593398	7,655.00
IDAHO WASHINGTON AQUIFER	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
COLLABORATIVE INC	CHECK NO. - 00593400	1,000.00
INTEGRUS ARCHITECTURE	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80114844	12,807.42
JOSE MUNOZ	REFUNDS	
2462 COVE CREST	CHECK NO. - 00593443	156.25

LEGEND INVSTMENTS CORP DBA NATIONAL BARRICADE CO OF	MACHINERY/EQUIPMENT ACH PMT NO. - 80114773	37,905.84
LEGEND INVSTMENTS CORP DBA NATIONAL BARRICADE CO OF	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80114902	3,539.25
MARSHA ELLEFSON 7518 N MAGNOLIA CT	REFUNDS CHECK NO. - 00593442	242.55
MICHAEL WARNER PO BOX 427	REFUNDS CHECK NO. - 00593437	158.48

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NEPTUNE TECHNOLOGY GROUP INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80114903	89,313.51
NORFOLK IRON & METAL CO DBA CDA METALS	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00593395	3,452.43
NWESTCO LLC 16115 E TRENT AVE	REFUNDS CHECK NO. - 00593435	1,500.00
OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80114904	2,849.57
PETER STELAHUE 18808 54TH AVE	REFUNDS CHECK NO. - 00593451	506.99
PROVIDENCE LB1144 ALASKA & OREGON	REFUNDS CHECK NO. - 00593447	1,793.69
RIVER CITY MANAGEMENT LLC 351 E 5TH AVE	REFUNDS CHECK NO. - 00593448	68.78
SCHOOLYARD BILLY LLC 2208 W 2ND AVE	REFUNDS CHECK NO. - 00593438	13.94
SECURED INVESTMENT HIGH YIELD FUND II LLC	REFUNDS CHECK NO. - 00593307	919.39
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80114910	257.08
SPORTSMAN CAFE INC 3326 W CRANDALL LN	REFUNDS CHECK NO. - 00593449	90.69
THE EASY HOME BUYER 1002 N SPOKANE ST	REFUNDS CHECK NO. - 00593450	19.83
TIFFANY POBLETE 2821 W CROWN AVE	REFUNDS CHECK NO. - 00593439	258.31
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	35,982.10
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80114919	48,565.21
WILSON CONSTRUCTION PO BOX 1190	REFUNDS CHECK NO. - 00593446	255.90
YOUNG CONSTRUCTION GROUP OF IDAHO INC	REFUNDS CHECK NO. - 00593440	1,500.00

TOTAL FOR 4100 - WATER DIVISION

355,169.28

4250 - INTEGRATED CAPITAL MANAGEMENT

DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80114746	557.79

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GROUNDWATER SOLUTIONS INC	PROFESSIONAL SERVICES	
dba GSI WATER SOLUTIONS INC	ACH PMT NO. - 80114889	455.00
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80114819	165,024.01
HDR ENGINEERING INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80114765	8,637.38
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593398	790.00
MAX J KUNEY COMPANY	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80114823	104,000.00
RIVER CITY MANAGEMENT LLC	REFUNDS	
351 E 5TH AVE	CHECK NO. - 00593448	27.59
SECURED INVESTMENT HIGH YIELD	REFUNDS	
FUND II LLC	CHECK NO. - 00593307	84.91
THE EASY HOME BUYER	REFUNDS	
1002 N SPOKANE ST	CHECK NO. - 00593450	33.11
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593468	3,977.77
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80114919	5,393.81
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80114801	42.65
WA STATE DEPT OF ECOLOGY	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80114803	780.00

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT

289,804.02

4300 - SEWER FUND

RIVER CITY MANAGEMENT LLC	REFUNDS	
351 E 5TH AVE	CHECK NO. - 00593448	84.38
THE EASY HOME BUYER	REFUNDS	
1002 N SPOKANE ST	CHECK NO. - 00593450	40.23

TOTAL FOR 4300 - SEWER FUND

124.61

4310 - SEWER MAINTENANCE DIVISION

COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR	
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	ACH PMT NO. - 80114738	7,777.47
DUKE'S ROOT CONTROL INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80114884	44,627.37

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593398	2,395.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	10,834.67
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80114919	14,473.84
WSF LLC dba WESTERN SYSTEMS &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114807	783.62
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		80,891.97

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80114726	425.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80114731	261.71
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80114731	124.81
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80114738	5,411.30
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	OPERATING SUPPLIES ACH PMT NO. - 80114739	18,211.28
ENDRESS+HAUSER INC C/O FIELD INSTRUMENTS & CONTRO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80114752	4,382.02
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	TESTING SERVICES ACH PMT NO. - 80114754	1,684.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80114758	145.57
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593398	6,445.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80114766	7,699.65
MCKINSTRY CO LLC LOCKBOX	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80114770	21,227.75
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80114798	8,633.46
T-MOBILE	CELL PHONE CHECK NO. - 00593315	396.45
UNIVAR SOLUTIONS USA INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80114800	3,875.02

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	30,899.57
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80114919	42,041.29
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		151,863.88

4330 - STORMWATER		

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593398	1,470.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	5,229.01
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80114919	7,044.69
TOTAL FOR 4330 - STORMWATER		13,743.70

4360 - ENVIRONMENTAL PROGRAMS		

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593398	150.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	517.26
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80114919	691.34
TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS		1,358.60

4480 - SOLID WASTE FUND		

GRAHAM CONTRACTING 10840 27 SE ST	REFUNDS CHECK NO. - 00593436	500.00
RIVER CITY MANAGEMENT LLC 351 E 5TH AVE	REFUNDS CHECK NO. - 00593448	43.46
THE EASY HOME BUYER 1002 N SPOKANE ST	REFUNDS CHECK NO. - 00593450	29.71
TOTAL FOR 4480 - SOLID WASTE FUND		573.17

4490 - SOLID WASTE DISPOSAL		

AMERICAN ALLOY LLC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00593299	476.79

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80114731	806.81
BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO. - 80114734	304.11
BROADWAY INDUSTRIAL SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80114736	1,635.00
DIAMOND TECHNOLOGIES INNOVATIONS, INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80114749	11,699.12
EDNETICS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114836	223.44
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80114751	3,238.82
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80114757	692.13
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80114757	858.77
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80114757	741.59
FIRE CONTROL SPRINKLER SYSTEMS COMPANY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114840	2,211.66
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593398	3,880.00
NORFOLK BEARINGS & SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80114775	1,244.45
NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80114776	4,164.67
OIL RE-REFINING CO INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80114850	417.25
ORKIN	PROFESSIONAL SERVICES CHECK NO. - 00593464	182.02
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80114783	22,442.99
SPOKANE INT'L AIRPORT	OPERATING RENTALS/LEASES ACH PMT NO. - 80114857	34,580.88
UNITEC DORSH LLC C/O UNITEC CORPORATION	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114861	681.25
UNITED RENTALS NW INC	OPERATING RENTALS/LEASES CHECK NO. - 00593466	1,154.09
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	20,203.16

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA RETIREMENT

OR CITY OF SPOKANE	ACH PMT NO. - 80114919	26,259.87
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	112.00
WASHINGTON EQUIPMENT MANUFACTURING CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80114804	3,104.80
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		----- 141,315.67

4500 - SOLID WASTE COLLECTION

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80114727	2,105.04
BARR-TECH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80114831	3,869.14
BNSF RAILWAY COMPANY	OPERATING RENTALS/LEASES CHECK NO. - 00593380	2,630.25
CASCADE ENGINEERING INC	MINOR EQUIPMENT CHECK NO. - 00593301	42,181.47
CLEAN HARBORS ENVIRONMENTAL SERVICES INC	CONTRACTUAL SERVICES CHECK NO. - 00593381	8,466.26
COMCAST	TELEPHONE ACH PMT NO. - 80114740	177.09
DUSTIN H CHENEY	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00593303	18.00
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80114757	272.99
FAT KAT ENTERPRISES DBA OUTLAW KITCHEN & CATERING	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80114779	1,495.37
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593398	3,840.00
SPOKANE PRO CARE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80114858	393.49
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	23,917.86
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80114919	32,987.67
TOTAL FOR 4500 - SOLID WASTE COLLECTION		----- 122,354.63

4530 - SOLID WASTE LANDFILLS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80114731	2,992.05
JACOBS ENGINEERING GROUP INC	CONTRACTUAL SERVICES ACH PMT NO. - 80114846	6,875.00

NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES	
DBA AMERICAN ON SITE SERVICES	ACH PMT NO. - 80114870	110.00
SANITAS TECHNOLOGIES	IT/DATA SERVICES	
	ACH PMT NO. - 80114791	335.00
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		10,312.05

4600 - GOLF FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593398	531.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593468	3,165.97
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80114919	3,254.24
TOTAL FOR 4600 - GOLF FUND		6,951.21

4700 - DEVELOPMENT SVCS CENTER

AMERI-WEST ELECTRIC	PERMIT REFUNDS PAYABLE	
1708 N VISTA RD	CHECK NO. - 00593430	40.00
CUSTOM SALT SOLUTIONS	PERMIT REFUNDS PAYABLE	
900 N NELSON ST	CHECK NO. - 00593411	105.00
DR HORTON	PERMIT REFUNDS PAYABLE	
1050 N ARGONNE RD	CHECK NO. - 00593429	4,250.00
DURIS CONSTRUCTION LLC	PERMIT REFUNDS PAYABLE	
1214 W CHAUCER AVE	CHECK NO. - 00593412	11,437.50
H&S ROOFING/WATERPROOFING LLC	PERMIT REFUNDS PAYABLE	
814 S DAVIES RD	CHECK NO. - 00593424	183.50
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593398	2,559.00
LEVI D STEVERDING	PERMIT REFUNDS PAYABLE	
1928 W 2ND AVE	CHECK NO. - 00593431	82.00
MAINSTREAM ELECTRIC	PERMIT REFUNDS PAYABLE	
PO BOX 3436	CHECK NO. - 00593416	15.00
MAINSTREAM ELECTRIC INC	PERMIT REFUNDS PAYABLE	
TODD DAMSCHEN	CHECK NO. - 00593402	15.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MAINSTREAM ELECTRIC LLC	PERMIT REFUNDS PAYABLE	
PO BOX 3436	CHECK NO. - 00593417	130.00
MOSER INC	PERMIT REFUNDS PAYABLE	
WILLIAM CHAPMAN	CHECK NO. - 00593423	62.00
MURRY J HARDENBROOK	PERMIT REFUNDS PAYABLE	
ALL CURRENT ELECTRIC LLC	CHECK NO. - 00593413	55.00

PATRIOT ELECTRIC/LIGHTING CORP 5512 N HAVANA	PERMIT REFUNDS PAYABLE CHECK NO. - 00593418	15.00
SEMENIK HVAC 2001 E DEVOE AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00593406	107.00
SME SOLUTIONS LLC 680 QUINN AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00593405	15.00
STEAN ROSS SENECA SPRINGS CARPENTRY	PERMIT REFUNDS PAYABLE CHECK NO. - 00593425	9.00
SUZANNE HURST 3707 E 27TH AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00593404	13.00
TERRANCE PANAGOS PANAGOS CONSTRUCTION	PERMIT REFUNDS PAYABLE CHECK NO. - 00593409	600.00
TIM M CAMPHOUSE 3304 E 28TH AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00593432	11.00
TODD DAMSCHEN MAINSTREAM ELECTRIC LLC	PERMIT REFUNDS PAYABLE CHECK NO. - 00593422	4.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	13,609.30
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80114919	18,207.46
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80114801	1,480.99
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80114801	1,063.10
VPC ELECTRIC JACQUELINE GILSTRAP	PERMIT REFUNDS PAYABLE CHECK NO. - 00593433	195.00
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		54,263.85

5100 - FLEET SERVICES FUND

COEUR D'ALENE SERVICE STATION EQUIPMENT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114875	1,810.71
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80114835	33,671.45
HONORABLE MAYOR AND COUNCIL MEMBERS		04/10/23 PAGE 23
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
CORWIN OF SPOKANE LLC CORWIN FORD SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114743	3,406.31
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114744	4,702.30
FLEETCOR TECHNOLOGIES INC DBA FUELMAN	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80114841	32,651.56
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114842	775.53
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593398	1,516.90
IIA LIFTING SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114843	1,042.07
PACWEST MACHINERY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114852	5,460.34
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114781	15,465.70
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	8,363.63
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80114919	11,063.83
WESTERN STATES EQUIPMENT CO	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114862	39,389.37
WESTSIDE MOTORSPORTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114863	330.49
TOTAL FOR 5100 - FLEET SERVICES FUND		159,650.19

5200 - PUBLIC WORKS AND UTILITIES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593398	870.00
SECURED INVESTMENT HIGH YIELD FUND II LLC	REFUNDS CHECK NO. - 00593307	9.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	4,107.95
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80114919	5,691.48
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		10,678.43

5300 - IT FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80114746	537.79
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593398	2,386.00
INTELLITECHTURE CORPORATION DBA INTELLITECT	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80114845	1,045.00
NORTHWEST OPEN ACCESS NETWORK	TELEPHONE ACH PMT NO. - 80114777	3,600.00
PITNEY BOWES	HARDWARE MAINTENANCE CHECK NO. - 00593309	1,914.72
PITNEY BOWES	OPERATING RENTALS/LEASES CHECK NO. - 00593309	9,772.31

PITNEY BOWES	SOFTWARE MAINTENANCE CHECK NO. - 00593309	746.57
QUESTICA LTD	SOFTWARE MAINTENANCE ACH PMT NO. - 80114789	170,440.03
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80114854	800.00
SHI CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80114792	14,853.04
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	15,790.75
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80114919	20,703.74
ZAYO GROUP HOLDINGS INC	TELEPHONE ACH PMT NO. - 80114864	1,131.38
TOTAL FOR 5300 - IT FUND		243,721.33

5310 - IT CAPITAL REPLACEMENT FUND

QUESTICA LTD	CAPITALIZED SOFTWARE ACH PMT NO. - 80114789	10,900.01
TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		10,900.01

5400 - REPROGRAPHICS FUND

COPIERS NORTHWEST INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80114742	5,226.55
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593398	120.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MARK ANDY INC DBA MARK ANDY PRINT PRODUCTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80114848	3,334.42
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	552.61
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80114919	762.93
TOTAL FOR 5400 - REPROGRAPHICS FUND		9,996.51

5500 - PURCHASING & STORES FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593398	550.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	2,113.05

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80114919	2,814.17

TOTAL FOR 5500 - PURCHASING & STORES FUND		5,477.22
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5600 - ACCOUNTING SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593398	2,261.25

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593468	9,144.16

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80114919	12,378.83

TOTAL FOR 5600 - ACCOUNTING SERVICES		23,784.24
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5700 - MY SPOKANE

DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80114746	1,428.90

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593398	415.38

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593468	2,526.98

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80114919	3,433.87

TOTAL FOR 5700 - MY SPOKANE		7,805.13
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5750 - OFFICE OF PERFORMANCE MGMT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593398	450.00

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593468	1,833.81

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80114919	2,461.89

TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		4,745.70
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5810 - WORKERS' COMPENSATION FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593398	300.00

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593468	1,586.54

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80114919	1,803.59

TOTAL FOR 5810 - WORKERS' COMPENSATION FUND 3,690.13

5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593398	7.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	33.89
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80114919	44.65

TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND 86.04

5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80114882	37,762.25
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593398	225.00
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80114896	143,018.31
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80114824	245,719.17

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	834.39
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80114919	1,092.16

TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND 428,651.28

5900 - FACILITIES MANAGEMENT FUND OPS

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80114729	250.50
DENNIS CLEAVENGER DBA DENNIS CLEAVENGER CONST	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80114747	6,327.45
ENGINEERING ECONOMICS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80114837	705.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593398	375.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	2,983.44
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80114919	4,100.85

TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS 14,742.74

5903 - PROPERTY ACQUISITION FIRE

INTTERRA, INC.	SOFTWARE MAINTENANCE ACH PMT NO. - 80114894	67,124.38
LEXIPOL LLC	CONTRACTUAL SERVICES CHECK NO. - 00593452	118,783.80
MUNICIPAL EMERGENCY SERVICES INC	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80114772	3,005.55
NORTHWEST RIVER SUPPLIES INC	MINOR EQUIPMENT ACH PMT NO. - 80114778	3,476.80

TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE 192,390.53

6100 - RETIREMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593398	160.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593468	566.95

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80114919	760.03
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TOTAL FOR 6100 - RETIREMENT 1,486.98

6200 - FIREFIGHTERS' PENSION FUND

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80114882	1,994.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80114824	8,926.32

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND 10,920.32

6300 - POLICE PENSION

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80114882	2,351.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80114824	3,641.73

TOTAL FOR 6300 - POLICE PENSION 5,992.73

6960 - SALARY CLEARING FUND NEW

CALIFORNIA STATE DISBURSEMENT UNIT	CA STATE DISBURSEMENT UNIT CHECK NO. - 00593396	221.14
CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00593394	938.16
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80114883	250.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80114885	12.50
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00593397	771.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00593398	271,462.23
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00593398	28,938.12
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00593399	47,993.07
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ICMA ROTH IRA CHECK NO. - 00593401	4,166.47

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00593401	82,612.91
INT'L ASSN OF FIREFIGHTERS/ UNION LOCAL 29	INTL ASSOC FF LOCAL 29 ACH PMT NO. - 80114895	67,934.88
LT & CAPT ASSOCIATION % SPOKANE LAW ENFORCEMENT CU	LIEUTENANTS & CAPTAINS ASSOC ACH PMT NO. - 80114897	2,130.00
LT & CAPT ASSOCIATION - LTD	LTD - LTS & CAPTS ACH PMT NO. - 80114898	715.00
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80114899	44.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80114900	3,228.71
NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00593460	179.84
OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00593461	200.00
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00593462	7.00
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80114890	622.00
PRE-PAID LEGAL SERVICES INC LEGALSHIELD	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00593463	361.14
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80114907	5,308.74
REHN & ASSOCIATES	AW REHN-SEC 125 HEALTH	

SPOKANE CITY TREASURER	ACH PMT NO. - 80114907	18,077.34
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE LONG TERM DISABILITY ACH PMT NO. - 80114872	14,852.74
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80114911	577.50
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80114912	2,948.00
SPOKANE POLICE GUILD ATTN: BEN GREEN	POLICE GUILD ACH PMT NO. - 80114906	24,407.78
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80114914	879.87
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80114913	90.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80114915	400.00

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80114917	593.00
STATE DISBURSMENT UNIT ATTN: EMPLOYER PAYMENTS	STATE DISBURSEMENT UNIT CHECK NO. - 00593465	862.60
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00593467	12.50
UNITED WAY	UNITED WAY ACH PMT NO. - 80114918	292.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00593468	312,649.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO. - 00593468	835,478.17
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO. - 00593468	125,186.71
US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO. - 80114919	496,116.07
VOYA FINANCIAL LOAN REPAYMENT	VOYA LOANS CHECK NO. - 00593469	638.34
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00593470	345.00
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80114920	30,348.47
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00593471	17,840.42
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00593472	975.00
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00593473	339.68

TOTAL FOR 6960 - SALARY CLEARING FUND NEW

2,402,008.10

TOTAL CLAIMS

6,217,809.21



Agenda Sheet for City Council Meeting of*

04/17/2023

Briefing date: 04/17/2023

Status: DIVISION\FINANCE\LEGAL REVIEW

Date Rec'd (Clerk use only) 4/12/2023

Clerk's File # LGL 2023-0023

Renews #

Submitting Dept*: CITY CLERK

Cross Ref #

Contact Name & Phone*: TERRI PFISTER 625-6354

Project #

Contact E-Mail*: TPFISTER@SPOKANECITY.ORG

Bid #

Add'l Docs Attached? Report Item

Requisition #

Agenda Item Name: 0260- INITIATIVE PROHIBITION OF PUBLIC USE OF DANGEROUS

Agenda Wording*: City Clerk Report on Initiative 2023-1 filed by Chris Batten regarding the prohibition of public use of dangerous drugs.

Summary (Background)*: On March 28, 2023, Chris Batten filed a proposed initiative with the Office of the City Clerk. Pursuant to SMC 2.02.230, the City Attorney's Office reviewed the measure and in consultation with the sponsor prepared a ballot title and summary of the measure. Per SMC 2.02.040, upon receiving this report from the City Clerk, the City Council may pass the measure as proposed, reject the initiative measure and propose another one dealing with the same subject to be considered as council legislation

Lease? Yes No Grant related? Yes No Public Works? Yes No

Fiscal Impact Budget Account

Table with 4 rows for fiscal impact and budget account details, including dropdown menus for currency and input fields for amounts and budget numbers.

Approvals Council Notifications (Date) None

Dept Head FARNSWORTH, LAURIE Study Session / Other

Division Director Council Sponsor

Finance Distribution List (Emails preferred) Additional?

Legal PICCOLO, MIKE mpiccolo@spokanecity.org

For the Mayor chris@rencorprealty.com

Additional Approvals

Purchasing

ACCOUNTING - LEAS BAIRD, CHRISTI

Select Dept 2

Select Dept 3

Continuation of Wording, Summary, and Distribution

Agenda Item Name: 0260- INITIATIVE PROHIBITION OF PUBLIC USE OF DANGEROUS DRUGS

Agenda Wording (630 character max)

Summary_(Background) (466 character max)

or submit the initiative measure to the voters on its own motion. If the City Council does not pass the measure as proposed or submit the initiative measure to the voters, the initiative and the ballot title and summary of the measure will be forwarded by the City Clerk to the City Hearing Examiner who shall issue a formal written opinion as to the legal validity and effect of the proposed measure.

Fiscal Impact

Budget Account

Select ▼ \$ #

Select ▼ \$ #

Distribution List

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Save Cancel

WARNING

Every person who signs this petition with any other than his or her true name, knowingly signs more than one of these petitions, signs this petition when he or she is not a legal voter, or makes any false statement on this petition may be punished by fine or imprisonment.

INITIATIVE PETITION TO THE CITIZENS OF THE CITY OF SPOKANE

INITIATIVE NO. 2023 - 1

We, the undersigned citizens and legal voters of the City of Spokane, Washington, respectfully direct that this proposed City Ordinance, known as Initiative No. 2023 - 1, a full, true and correct copy of which is printed herein, be submitted to the electors of the City of Spokane for their approval or rejection at the next available special or general municipal election. The proposed City Ordinance amendment shall appear as the following proposition:

BALLOT TITLE

**INITIATIVE REGARDING THE PROHIBITION OF
PUBLIC USE OF DANGEROUS DRUGS**

There is currently no provision of the Spokane Municipal Code (SMC) that criminalizes the open use of dangerous drugs in public places. This initiative will amend the SMC to make it a gross misdemeanor to use dangerous drugs in public.

Shall the Spokane Municipal Code be amended to make the use of dangerous drugs in public places a gross misdemeanor?

_____ YES

_____ NO

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of the City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once.

(The full text of the proposed City ordinance is printed on the reverse side of this page and continuing on the pages following)

PETITIONER'S SIGNATURE (in dark ink and as shown on the signer's voter registration)	PRINTED NAME (legibly in dark ink)	ADDRESS WHERE REGISTERED TO VOTE (Street Address, City, State, Zip Code)
1.		
20.		

Petitioner: Chris Batten, 2307 E South Altamont Blvd, Spokane, WA (509)315-9545; chris@rencorprealty.com

Signature-gathering firm: Groundgame Political Solutions, LLC, 217 E. Capital Ave., Jefferson City, Missouri 65101, (573)415-8234; mcox@hbsplus.us
City Business Registration No. 604951621-001-0001

SUMMARY OF MEASURE

THE LAW AS IT CURRENTLY EXISTS:

The Spokane Municipal Code prohibits the open use and consumption of alcohol and marijuana in public places but does not address the open use or consumption of other dangerous drugs in public places. Additionally, Spokane's prohibition on the possession of controlled substances does not extend to the open use or consumption of those controlled substances in public places, and the prohibition against loitering for the purpose of engaging in drug-related activity does not provide a penalty.

THE EFFECT OF THE PROPOSAL, IF APPROVED:

This measure creates a new section 10.60.100 of the Spokane Municipal Code. This new ordinance would make it a gross misdemeanor to use dangerous drugs in public.

DECLARATION OF SIGNATURE GATHERER

I, (print name legibly), swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a gross misdemeanor, such violations being punishable by fine or imprisonment or both.

_____ (Signature) _____ (Date)

**PUBLIC PROTECTION ACT: AN ORDINANCE TO PROHIBIT
THE USE OF DANGEROUS DRUGS IN PUBLIC**

WHEREAS, the citizens of the City of Spokane recognize the need to address the epidemic of public use of dangerous drugs; and

WHEREAS, fentanyl is a dangerous synthetic opioid that is 50 times more potent than heroin and 100 times more potent than morphine. Just two milligrams of fentanyl, which is equal to 10-15 grains of table salt, is considered a lethal dose; and

WHEREAS, the Spokane County Department of Health records show over an 186% increase in fentanyl-related overdoses between 2020 and 2021 and a 1233% increase in fentanyl-related overdoses from 2017 to 2021; and

WHEREAS, last year the federal government selected Spokane County as one of 11 locations across the nation with enough fentanyl overdose deaths to warrant special attention; and

WHEREAS, in 2021 the legislature enacted RCW 10.31.115, which prohibits law enforcement from arresting or citing someone for unlawful possession of a controlled substance until the offender has twice been “diverted” to voluntary social services; and

WHEREAS, this state requirement has resulted in increased use of dangerous drugs in public; and

WHEREAS, the use of dangerous drugs in public increases public disorder and widens the negative effects of dangerous and illegal drugs in our community by harming public health, transportation, businesses and schools; and

WHEREAS, the use of dangerous drugs in public negatively affects children and youth and normalizes the use of dangerous drugs; and

WHEREAS, while the use of cannabis and alcohol, both legal substances, are prohibited in public, there is no comparable state law that prohibits the use of dangerous and illegal drugs, like fentanyl, methamphetamine, and heroin, in public; and

WHEREAS, the citizens of Spokane desire to act to keep their City safe and provide law enforcement and the prosecutor lawful ordinances to enforce to keep the community safe and prevent needless overdose deaths from dangerous drugs.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SPOKANE HEREBY ORDAIN:

Section 1. That there is adopted a new section 10.60.100 to chapter 10.60 of the Spokane Municipal Code to read as follows:

Section 10.60.100 Use of Dangerous Drugs in a Public Place.

A. Violation

1. It is unlawful for any person to intentionally use any dangerous drug in a public place, except as now or hereafter expressly permitted by the laws of the state or unless the controlled substance has been lawfully prescribed to the person using it by a physician or other medical professional licensed to practice medicine and legally authorized to prescribe controlled substances.
2. "Dangerous drug" means any controlled substance classified in Schedule I, II, III or IV of Chapter 69.50 RCW, excluding cannabis, as it now exists or shall hereafter be added to, deleted from, modified, or amended.
3. "Use" means any effort taken in furtherance of an attempt to inject, ingest, inhale or otherwise introduce a controlled substance into the human body.
4. "Public place" means an area generally visible to public view, and includes streets, sidewalks, bridges, alleys, plazas, parks, driveways, parking lots, automobiles (whether moving or not), and buildings open to the public, and doorways, windows, drive-up windows, and entrances to buildings or dwellings that are visible to public view.
5. Use of a dangerous drug in a public place is a gross misdemeanor.

B. Referral for Treatment

When a police officer has probable cause that a person has committed the crime of possession of a counterfeit substance, possession of a controlled substance, possession of a legend drug, or possession of drug paraphernalia, the officer shall seize the substance(s) and related paraphernalia and place those items onto property. The officer will offer a referral to assessment and services in the manner provided by RCW 10.31.115, or its successor legislation, if still in effect. When a police officer has probable cause that a person has committed the crime of use of a dangerous drug in a public place, the officer shall seize the substance(s) and related paraphernalia and may, but is not required to, offer a referral and is authorized to book the person into jail regardless of whether that person has previously been offered a referral to assessment and services.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Submission to the Voters. This City ordinance shall be submitted to the voters of the City of Spokane for their approval or rejection at the next applicable election under Section 82 of the Spokane City Charter.

Section 4. Effective Date. If approved by the electors, this city ordinance amendment shall take effect and be in full force upon issuance of the certificate of election by the Spokane County Auditor's Office.



Agenda Sheet for City Council Meeting of*

04/17/2023

Briefing date: 04/17/2023

Status: DIVISION\FINANCE\LEGAL REVIEW

Date Rec'd (Clerk use only) 4/12/2023

Clerk's File # OPR 2022-0777

Renews #

Submitting Dept*: FIRE

Cross Ref #

Contact Name & Phone*: TOM WILLIAMS 7002

Project #

Contact E-Mail*: TMWILLIAMS@SPOKANECITY.ORG

Bid #

Add'l Docs Attached? Contract Item

Requisition #

Agenda Item Name: Begin with Dept # INTERLOCAL AGREEMENT AMENDMENT FOR FIRE DISPATCH SI

Agenda Wording*: (163 character max) Amendment of Interlocal Agreement for Fire Dispatch Services between the City and SREC.

Summary (Background)*: (432 character max.) Amendment for continuation of the agreement which expired 12/31/2022

Lease? Yes No Grant related? Yes No Public Works? Yes No

Fiscal Impact Budget Account Additional attached?

Expense	\$	\$151,202.77 per month	#	1970-35210-28200-54201-99999
Select	\$		#	
Select	\$		#	
Select	\$		#	

Approvals Council Notifications (Date) None

Dept Head SCHAEFFER, BRIAN Study Session / Other F&A 4/17/2023

Division Director SCHAEFFER, BRIAN Council Sponsor CM's Cathcart and Bingle

Finance Distribution List (Emails preferred) Additional?

Legal BEATTIE, LAUREN Lori.Markham@srec911.org

For the Mayor tmwilliams@spokanecity.org

Additional Approvals bschaeffer@spokanefire.org

Purchasing lsmithson@spokanecity.org

Select Dept 1 kschnitt@spokanecity.org

Select Dept 2

Select Dept 3

Save Cancel View Related Documents

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Fire Department
Contact Name	Brian Schaeffer
Contact Email & Phone	bschaeffer@spokanecity.org
Council Sponsor(s)	CM Bingle, CM Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	Update to SREC ILA
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Amendment to the existing ILA between the City and Spokane Regional Emergency Communications for the continuation and compensation for Fire/EMS Dispatch Services. The ILA will authorize staff to compensate SREC for unpaid and future invoices for services rendered. The proposed amendment will suspend administrative fees until the Board of Commissioners have answered the City Council's request to place a representative on the SREC board.
Proposed Council Action	Recommend approval for ILA extension
Fiscal Impact Total Cost: \$ 151,202.77 Monthly (Member Rate) 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: Fire/EMS Communication 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): A regionalized 911 communications center can have several positive impacts, including: <ul style="list-style-type: none"> • Improved efficiency: By consolidating resources and expertise into a single location, a regionalized 911 communications center can improve the efficiency of emergency response operations. A regional center provides more effective communication between agencies, and better coordination of resources. • Enhanced interoperability: A regionalized 911 communications center can facilitate better collaboration and interoperability between different agencies and jurisdictions, including law, fire, and EMS agencies. This can help to ensure that emergency responders are better able to work together to respond to complex emergencies and natural disasters. • Consistent service quality: By establishing standardized procedures and protocols, a regionalized 911 communications center can help to ensure consistent service quality across different agencies and jurisdictions. This can help to reduce the risk of errors, improve the accuracy of information, and ensure that emergency responders are better able to provide effective assistance to those in need. • Increased public safety: Ultimately, the goal of a regionalized 911 communications center is to improve public safety and ensure that emergency services are able to respond quickly and effectively to emergencies. By consolidating resources and expertise, a regionalized center 	

can help to ensure that emergency responders are better equipped to handle a wide range of emergencies, from wildland fires, mass casualty incidents, and complex rescues.

What impacts would the proposal have on historically excluded communities?

The impact of 911 and emergency communications on historically excluded communities varies depending on socioeconomic status, race, ethnicity, language, culture, and geographic location.

Specifically:

- Unequal access to emergency services: Historically excluded communities, such as low-income neighborhoods, rural areas, and communities of color, may have limited emergency services due to a lack of funding, infrastructure, and staffing. This can result in longer response times, delayed medical care, and higher mortality and morbidity rates.
- Language barriers: Many historically excluded communities may not speak English as their primary language, making communicating with emergency dispatchers and responders challenging. This can lead to misunderstandings, delays in response times, and potentially life-threatening situations.
- Cultural differences can impact how people perceive and respond to emergencies. For example, some communities may have different beliefs about the role of emergency services and may be more likely to seek help from family or community members first. This can create challenges for emergency responders who may need to navigate complex cultural norms and expectations.
- Implicit biases: Emergency dispatchers and responders may have implicit biases that impact how they respond to calls from historically excluded communities. For example, they may assume certain neighborhoods or individuals are more dangerous or less deserving of resources. This can lead to differential treatment and outcomes for different communities.
- Trauma and mistrust: Historically excluded communities may have experienced trauma and discrimination from law enforcement and emergency services in the past, which can lead to mistrust and fear. This can create a barrier to seeking help in emergencies and can make it more difficult for emergency services to build trust and relationships with these 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?

Information involving incident data is collected and stored as required by law.

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

Clinical and accreditation-required performance measures are collected and evaluated by policy.

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

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
CITY OF SPOKANE AND
SPOKANE REGIONAL EMERGENCY COMMUNICATIONS
REGARDING FIRE DISPATCH COMMUNICATIONS SERVICES**

This Amendment to Agreement (“Amendment”) is between the City of Spokane, a political subdivision of the State of Washington (“City”), and Spokane Regional Emergency Communications, a public development authority and municipal corporation (“SREC”), acting by and through its Board of Directors; individually referred to herein as “Party” and collectively referred to herein as “Parties.”

WHEREAS, the Parties entered into that certain Interlocal Agreement Between City of Spokane and Spokane Regional Emergency Communications Regarding Fire Dispatch Communications Services, a copy of which is attached hereto as Attachment “A” and by this reference incorporated herein (the “Agreement”); and

WHEREAS, the purpose and intent of the Agreement was to memorialize the provision by SREC of fire dispatch emergency communications services to the City (the “Services”), on an interim basis through 11:59 p.m. on December 31, 2022, at which time the continued provision of Services were to be memorialized by a Service Legal Agreement approved and executed by the Parties; and

WHEREAS, the fees for Services under the Agreement were set by SREC at an amount less than would otherwise be charged for the Services provided to a non-member of SREC that has executed a Service Level Agreement; and

WHEREAS, while the Parties continue to pursue in good faith a Service Level Agreement to be approved and executed by the Parties, the Parties wish to memorialize the continued provision of Services by SREC after 11:59 p.m. on December 31, 2022; and

WHEREAS, unless otherwise expressly set forth in this Amendment, all terms and conditions of the Agreement shall remain unchanged and in full force and effect;

NOW THEREFORE, the Parties agree as follows:

- A. Section 2 of the Agreement, entitled “DURATION / TERMINATION,” is deleted in its entirety and replaced with the following:
 2. DURATION / TERMINATION. This Agreement is effective as of 6:00 p.m. October 31, 2022. At the sole discretion of either Party, this Agreement may be terminated by either Party upon the delivery of a minimum of fourteen (14) days’ written notice to the other Party.

IN WITNESS WHEREOF, the Parties, by and through their respective officials designated below, have caused this Agreement to be executed and effective on the date and year first above written.

City of Spokane

SREC

By: Nadine Woodward
Title: Mayor

By: Fire Chief Cody Rohrbach
Title: Chair

Date: _____

Date: _____

Attest:

By: Terri Pfister
Title: City Clerk
Date: _____

Approved as to form:

By: Lynden P. Smithson
Title: City Attorney
Date: _____

ATTACHMENT "A"

**INTERLOCAL AGREEMENT BETWEEN CITY OF SPOKANE AND SPOKANE
REGIONAL EMERGENCY COMMUNICAITONS REGARDING FIRE DISPATCH
COMMUNICAITONS SERVICES**

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
CITY OF SPOKANE AND
SPOKANE REGIONAL EMERGENCY COMMUNICATIONS
REGARDING FIRE DISPATCH COMMUNICATIONS SERVICES**

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WHEREAS, the Parties entered into that certain Interlocal Agreement Between City of Spokane and Spokane Regional Emergency Communications Regarding Fire Dispatch Communications Services, a copy of which is attached hereto as Attachment “A” and by this reference incorporated herein (the “Agreement”); and

WHEREAS, the purpose and intent of the Agreement was to memorialize the provision by SREC of fire dispatch emergency communications services to the City (the “Services”), on an interim basis through 11:59 p.m. on December 31, 2022, at which time the continued provision of Services were to be memorialized by a Service Legal Agreement approved and executed by the Parties; and

WHEREAS, the fees for Services under the Agreement were set by SREC at an amount less than would otherwise be charged for the Services provided to a non-member of SREC that has executed a Service Level Agreement; and

WHEREAS, while the Parties continue to pursue in good faith a Service Level Agreement to be approved and executed by the Parties, the Parties wish to memorialize the continued provision of Services by SREC after 11:59 p.m. on December 31, 2022; and

WHEREAS, unless otherwise expressly set forth in this Amendment, all terms and conditions of the Agreement shall remain unchanged and in full force and effect;

NOW THEREFORE, the Parties agree as follows:

- A. Section 2 of the Agreement, entitled “DURATION / TERMINATION,” is deleted in its entirety and replaced with the following:
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IN WITNESS WHEREOF, the Parties, by and through their respective officials designated below, have caused this Agreement to be executed and effective on the date and year first above written.

City of Spokane

SREC

By: Nadine Woodward
Title: Mayor

By: Fire Chief Cody Rohrbach
Title: Chair

Date: _____

Date: _____

Attest:

By: Terri Pfister
Title: City Clerk
Date: _____

Approved as to form:

By: Lynden P. Smithson
Title: City Attorney
Date: _____

ATTACHMENT "A"

**INTERLOCAL AGREEMENT BETWEEN CITY OF SPOKANE AND SPOKANE
REGIONAL EMERGENCY COMMUNICAITONS REGARDING FIRE DISPATCH
COMMUNICAITONS SERVICES**



Agenda Sheet for City Council Meeting of:

04/17/2023

Date Rec'd	4/10/2023
Clerk's File #	ORD C36380
Renews #	
Cross Ref #	OPR 2022-0551
Project #	
Bid #	
Requisition #	

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	MIKE PICCOLO X6237
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	0620 - HR SALARY BUDGET TRANSFER TO CONTRACTUAL SVCS SBO

Agenda Wording

A special budget ordinance utilizing salary savings is needed to fund the 3rd contract amendment with Archbright Workplace Performance Experts.

Summary (Background)

Due to continued challenges in filling current vacancies, it is necessary to extend the existing contract with Archbright for Human Resources consulting. Salary savings will fund the contract amendment requested.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 60,000
Expense	\$ (60,000)
Select	\$
Select	\$

Budget Account

#	0620-31100-18100-54201-99999
#	0620-31100-18100-51001-99999
#	
#	

Approvals

Dept Head	MOSS, DAVID
Division Director	MOSS, DAVID
Finance	BUSTOS, KIM
Legal	PICCOLO, MIKE
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	F&A 04/17/23
Council Sponsor	CM Kinnear/CM Wilkerson

Distribution List

dmoos@spokanecity.org
jlargent@spokanecity.org
shenry@spokanecity.org
jquick@spokanecity.org
mpiccolo@spokanecity.org

Additional Approvals

Purchasing

MANAGEMENT & BUDGET

STRATTON, JESSICA

ORDINANCE NO C36380

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 General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Decrease the appropriation for Base Wages in the Human Resources department by \$60,000.
- 2) Increase the appropriation for Contractual Services in the Human Resources department by \$60,000.
- A) There is no change to the overall appropriation level in the General Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the continued need of services while the Human Resources department is understaffed, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Urban Experience

Submitting Department	Human Resources
Contact Name & Phone	Mike Piccolo – 625-6237
Contact Email	mpiccolo@spokanecity.org
Council Sponsor(s)	Council Member Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract 3rd Amendment/Extension – Human Resources Consultant
Summary (Background)	The Human Resources Department previously contracted with Archbright for Human Resources Consulting. The contract provided services from July 19 th – Oct. 4 th in the amount of \$46,000. Due to continued challenges in filling current vacancies in the HR Director position, the Labor Analyst, the Senior Labor Analyst and two human resources analyst positions, the contract was extended through the end of the year with an additional \$54,000 in funding. A second amendment was approved extending the contract through March 31 st . The HR Department now has a new director but is still struggling to fill the vacant analysts positions. The department will need the continued services from Archbright into the second quarter of 2023 due to continued staff shortage and to assist the new department director.
Proposed Council Action & Date:	Approve Contract Amendment/Extension April 17, 2023
Fiscal Impact:	Total Cost: \$60,000 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: Contract amount will be paid for through salary savings within the HR Dept.	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Extending the contract with Archbright will enable the HR department to perform human resource analyst work on a timely and professional manner, which will assist in the hiring process and other HR related tasks that may benefit individual from historically excluded communities in the hiring process.	
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?

The City needs a fully staffed work force to implement the various plans and programs. The recruitment, hiring and other HR procedures performed by the HR analyst will assist in creating a fully staffed work force. The Departments needs the assistance of the HR analysts to accomplish various personnel/HR work. At the present time and at the present staffing level, the HR analysts will not be able to complete the necessary work to support the departments without the assistance of Archbright. The consulting services are also needed to assist the new department director.

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

04/17/2023

Date Rec'd

4/5/2023

Clerk's File #

RES 2023-0029

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

CM KINNEAR X6261

Project #**Contact E-Mail**

LKINNEAR@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

CANNON STREET SHELTER RESPITE FACILITY RESOLUTION

Agenda Wording

A Resolution establishing the City's intent to transition the Cannon Street Shelter, located at 527 S Cannon St, into a Homeless Respite Facility.

Summary (Background)

This is a Resolution establishing the City's intent to transition the Cannon Street Shelter, located at 527 S Cannon St, into a Homeless Respite Facility. The current contract to operate the Cannon Street Shelter as a drop-in shelter expires on May 31, 2023, providing an opportunity to transition the facility into a medical respite facility by June 2023.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BYRD, GIACOBBE

Study Session\Other

04/10/2023 Urban Experience

Division Director**Council Sponsor**

CM Kinneer & CM Beggs

Finance**Distribution List****Legal**

gbyrd@spokanecity.org

For the Mayor

lkinnear@spokanecity.org

Additional Approvals

bbeggs@spokanecity.org

Purchasing

RESOLUTION NO. 2023-0029

A Resolution establishing the City's intent to transition the Cannon Street Shelter, located at 527 S Cannon St, into a Homeless Respite Facility.

WHEREAS, Council continues to support a 90-day due diligence period to establish a regional, collaborate effort to effectively manage homelessness and its impacts in the Spokane region; and

WHEREAS, during this 90-day due diligence period, the City of Spokane continues to have immediate needs in terms of its response to the homelessness crisis; and

WHEREAS, many current residents in the right of way camp are medically fragile and not eligible for services at TRAC and other shelters, and establishing a medically fragile respite homeless shelter would enable them to be sheltered at Cannon and speed up the decommissioning of Camp Hope; and

WHEREAS, people experiencing homelessness who are medically fragile often end up in a hospital setting for longer than necessary because of a lack of appropriate discharge location; and

WHEREAS, alternatively, those individuals' medical needs could be accommodated at a respite facility, freeing up much needed space both in our hospital and shelter systems; and

WHEREAS, the Cannon Street Shelter can currently hold approximately 80 individuals; and

WHEREAS, the current contract to operate the Cannon Street Shelter as a drop-in shelter expires on May 31, 2023, providing an opportunity to transition the facility into a medical respite facility by June 2023; and

WHEREAS, the Cannon Street Shelter could be staffed by healthcare professionals who would care for medically fragile individuals who are experiencing homelessness; and

WHEREAS, if these services were offered at the Cannon Street Shelter, they could potentially be paid for by Medicaid dollars; and

WHEREAS, other lower barrier shelters should be evaluated for space to house those who are currently at the Cannon Street Shelter; and

NOW, THEREFORE, BE IT RESOLVED that the City of Spokane engage with local health care providers to transition the Cannon Street Shelter from an emergency drop-in shelter into a Homeless Respite Facility for medically fragile individuals experiencing homelessness.

Adopted by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council
Contact Name	Lori Kinnear
Contact Email & Phone	lkinnear@spokanecity.org
Council Sponsor(s)	CM Kinnear & CP Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Cannon Street Shelter Homeless Respite Facility Resolution
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>This is a Resolution establishing the City's intent to transition the Cannon Street Shelter, located at 527 S Cannon St, into a Homeless Respite Facility.</p> <p>Many current residents in the right of way camp are medically fragile and not eligible for services at TRAC and other shelters, and establishing a medically fragile respite homeless shelter would enable them to be sheltered at Cannon and speed up the decommissioning of Camp Hope.</p> <p>The current contract to operate the Cannon Street Shelter as a drop-in shelter expires on May 31, 2023, providing an opportunity to transition the facility into a medical respite facility by June 2023</p>
Proposed Council Action	Final consideration on April 17 th 2023
Fiscal Impact Total Cost: <u>Unknown</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" 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? People experiencing homelessness who are medically fragile often end up in a hospital setting for longer than necessary because of a lack of appropriate discharge location. A respite facility could be a more appropriate location for them to receive the services they need.	
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 operator of this respite facility should be required to collect this data.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The operator of this respite facility should be required to collect this 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?

For at least the last three years, the City Council has been active in responding to the housing and homeless crisis in the region by passing numerous resolutions and ordinances, and taking other actions including adding millions of additional dollars to the City's budget, to increase sheltering availability and other services. A respite facility would be a strategic addition to the City's homelessness services.



Agenda Sheet for City Council Meeting of:
04/17/2023

Date Rec'd	4/11/2023
Clerk's File #	RES 2023-0031
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	PAID THRU CLAIMS

Submitting Dept	RISK MANAGEMENT
Contact Name/Phone	MICHAEL ORMSBY 6287
Contact E-Mail	MORMSBY@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	5800 SETTLEMENT RESOLUTION

Agenda Wording

Resolution settlement of claim for damages of Charles and Lisa Greer as a result of damage to their property as a result of maintenance work done by the Water Department.

Summary (Background)

Resolution approving the Charles and Lisa Greer Settlement Agreement and Release of all claims for \$136,618.67.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ \$136,618.67

Select \$

Select \$

Select \$

Budget Account

5800-78100-14780-54601

#

#

#

Approvals

Dept Head ORMSBY, MICHAEL

Division Director WALLACE, TONYA

Finance BUSTOS, KIM

Legal PICCOLO, MIKE

For the Mayor SMITHSON, LYNDEN

Additional Approvals

Purchasing

Council Notifications

Study Session\Other 4/17/23 Finance Committee

Council Sponsor Council Members Cathcart, Wilkerson and Kinnear

Distribution List

James.Scott@davies-group.com

mormsby@spokanecity.org

jlargent@spokanecity.org

RESOLUTION RE SETTLEMENT OF
CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, on October 24, 2022 Charles and Lisa Greer (collectively the "Claimants"), filed a Claim for Damages with the City of Spokane for damages as a result of a claim of damage to their property at 3615 South Lee Street in Spokane, Washington; and

WHEREAS, the City has determined to resolve all claims with Claimants and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of **ONE HUNDRED THIRTY-SIX THOUSAND SIX HUNDRED EIGHTEEN AND 67/100 DOLLARS (\$136,618.67)**; and

WHEREAS, Claimants have agreed to accept said payment and in return to release any and all claims against the City of Spokane relative to the Claim for Damages.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

The City of Spokane authorizes that payment in the amount of **ONE HUNDRED THIRTY-SIX THOUSAND SIX HUNDRED EIGHTEEN AND 67/100 DOLLARS (\$136,618.67)**; to be paid to Claimants, without admission of fault or liability, as a full settlement and compromise of the above-referenced claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimants in connection with the Claim and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees, and insurers, against all loss or liability in connection with said claim.

ADOPTED by the City Council this _____ day of April, 2023.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:

04/10/2023

Date Rec'd	3/29/2023
Clerk's File #	ORD C36376
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BREEAN BEGGS X6254
Contact E-Mail	BBEGGS@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - COUNCIL STAFFING SMC UPDATE

Agenda Wording

Relating to City Council office staff; amending sections 02.005.010, 02.005.030, 02.005.050, and 02.005.060 of the Spokane Municipal Code and adopting new sections 02.005.070, 02.005.080, 02.005.090 and 02.005.100 of the Spokane Municipal Code.

Summary (Background)

Ordinance updating SMC related to Council office staffing to reflect the current needs of the office.

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

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

Approvals		Council Notifications	
Dept Head	WRIGHT, CHRISTOPHER	Study Session\Other	3/27 PIES
Division Director		Council Sponsor	CP Beggs; CM Zappone
Finance		Distribution List	
Legal		cwright@spokanecity.org	
For the Mayor		gbyrd@spokanecity.org	
Additional Approvals		bbeggs@spokanecity.org	
Purchasing			

ORDINANCE NO. C36376

An ordinance relating to City Council office staff; amending sections 02.005.010, 02.005.030, 02.005.050, and 02.005.060 of the Spokane Municipal Code and adopting new sections 02.005.070, 02.005.080, 02.005.090 and 02.005.100 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 02.005.010 of the Spokane Municipal Code is amended to read as follows:

Section 02.005.010 Council President and City Council

- A. As provided in the City Charter a City Council President and six City Council Members constitute the City Council, which is the legislative body of the City. The City Council President and City Council Members have no administrative authority over personnel matters except the Council President and the Council Members:
1. Appoint, evaluate and discharge the Hearing Examiner;
 2. appoint, evaluate, and discharge the City Council's ~~((Senior Research and Policy Analyst))~~ full-time staff, as provided in Section 02.005.030;
 3. appoint, evaluate, and discharge the City Council's ~~((Policy Adviser))~~ seasonal, project and interim staff, as provided in Section 02.005.030;
 4. approve the appointment by the Mayor of the City Attorney, the City Clerk, and the permanent, acting, or interim administrative head in each department and division; provided:
 - a. any person appointed for the position of department head on a permanent basis shall be placed on the city council agenda by the mayor within 30 days of the appointment and considered for approval pursuant to section 24 of the city charter;
 - b. persons appointed for the job positions of interim or acting department head shall serve as such for up to 180 days, which period can be extended for up to an additional 180 days by city council resolution;
 5. appoint nominees of the Mayor to boards, commissions, and other official City agencies, unless otherwise provided;
 6. ~~((hire, supervise, evaluate, and discharge their own administrative staff));~~

6. hire, supervise, evaluate, and discharge their individual legislative assistants.

- B. The Council President reviews the preparation of the agenda for City Council meetings, briefings, and study session meetings and presides at meetings of the City Council. The Council President also serves as the Mayor Pro Tem. The Council President shall serve as the primary signatory on all Council budgetary, expenditure, and appropriation matters as related to the Council Office budget; consistent with City procedures and policies.
- C. City Council agenda items shall be submitted and processed consistent with the City Council Rules of Procedure and administrative policies and procedures.
- D. The City Council shall establish committees to assist in the performance of its assigned duties.
 - 1. The standing committees shall have a minimum of three members, one from each of the three City Council districts.
 - 2. The council president may chair two of the standing committees as determined in his or her sole discretion.
 - 3. All other committees, including ad hoc committees, shall select their own chair.
 - 4. At no time shall a member of the City Council chair more than two standing committees at the same time.
 - 5. Ad hoc committees shall be composed with a minimum of three members appointed by the majority of the City Council.
 - 6. Standing committee membership shall be determined by the second legislative session of the City Council of each calendar year and memorialized by resolution of the City Council. Membership on each of the standing committees will be determined from those expressing an interest to serve on the committee.
- E. Any City Council committee with more than three Council Members as committee members shall be considered a committee of the whole City Council. All meetings of such a committee shall be considered a special Council meeting with the appropriate public meeting notice. No legislative action may be taken at any standing or ad hoc committee unless the committee meeting was noticed as a special meeting in compliance with the Washington Open Public Meetings Act (OPMA) and Rule 4.2 of the City Council Rules of Procedure.
- F. All standing committee meetings shall be open to the public except when the committee adjourns into executive session. No public testimony will be taken during standing committee meetings. Participation in a standing committee

meeting shall be limited to standing committee members, appropriate staff, and other individuals recognized by the committee. Participation by Council Members, including deliberation and voting, shall be open to all Council Members when the standing committee is meeting as a committee of the whole and as a special Council meeting. Participation by Council Members in a standing committee that is not a committee of the whole shall be limited to just the appointed Council Members.

Section 2. That section 02.005.030 of the Spokane Municipal Code is amended to read as follows:

Section 02.005.030 City Council's Office Staff

- A. The council president and the city council members may, subject to budget appropriation, appoint and remove office staff as necessary to support the performance of their legislative duties. The number and type of regular full-time positions ((Staffing requirements)), other than legislative assistants, ((are)) is determined by a majority of the city council. ((Staff responsibilities)) Responsibilities and accountabilities for all full-time staff other than legislative assistants are determined by a majority of the city council with day-to-day supervision provided by the council president or their designee. All regular full-time employees, other than legislative assistants, hired or discharged after the effective date of this ordinance shall be appointed via resolution by a majority vote of the city council and may only be discharged by a majority plus one vote of the city council.
- B. ~~((Each council member is authorized to hire a legislative assistant who shall be supervised and may be discharged by the council member at his or her sole discretion.))~~ City council central staff shall consist of all full-time staff employed by the city council, except for legislative assistants. The positions described in Sections 02.005.050 through 02.005.090 shall be permanent positions within the council office budget. Subject to budget appropriation, other positions, including council's initiative managers, may be created by the council president to serve the office as needed. The council president shall be responsible to nominate persons to fill the regular central staff positions, and in each instance the selection of central staff shall be confirmed as provided in section 02.005.030.
- C. ~~((The council president shall be responsible to nominate a person to fill the position of council administrator whose selection shall be confirmed by the city council.))~~ The council president maintains the authority as the city council department head to appoint and discharge seasonal or project employees as available budget allows.

Section 3. That section 02.005.050 of the Spokane Municipal Code is amended to read as follows:

Section 02.005.050 ~~((Senior Research and Policy Analyst))~~ Council Director

~~((The senior research and policy analyst is appointed by a majority vote of the city council and may be discharged by a majority plus one vote of the city council.))~~ Under the direction of the city council, the ~~((senior research and policy analyst))~~ council office director “director” serves in a chief of staff role for the city council office and is broadly responsible for advancing the city council’s strategic policy, budget and performance objectives by promoting the highest levels of efficiency and effectiveness of Council’s policy setting in support of programs and initiatives. The ~~((analyst))~~ director has the chief administrative role in the office and will lead a broad range of activities including ~~((data analysis, program assessments, project evaluation, and technical tasks related to City Council data information and))~~ office management needs, keeping city council members and office staff informed of issues and coordinating/assisting with required actions. ~~((This includes conducting research and analysis on public policy and budget issues, evaluating proposed policy initiatives, and making recommendations regarding local, regional, and state issues for Spokane’s seven-member City Council.))~~ The ~~((analyst))~~ director will collaborate with ~~((the council members’ legislative aides))~~ city council staff, other City employees, other government officials, and a wide variety of stakeholders. The ~~((analyst))~~ director will also provide office management support ~~((in the form of council budget development and coordination, minor contract development and coordination; as well as))~~ related to public meetings as well as human resources and payroll related duties. ~~((The analyst will also promote the council goal of performance-based budgeting across the City budget.))~~ The specific responsibilities and functions of the ~~((analyst))~~ director may be adjusted from time to time as determined by the city council.

Section 4. That section 02.005.060 of the Spokane Municipal Code is amended to read as follows:

Section 02.005.060 Policy Advisor

~~((The policy advisor is appointed by a majority vote of the city council and may be discharged by a majority plus one vote of the city council.))~~ Under the direction of the city council, the policy advisor is responsible for providing professional support, guidance and advice to the City Council as required. This position will assist in the research and drafting of council documents, assist in the research and develop legislative policies and ensure that legal documents are drafted, reviewed, and interpreted in compliance with all various legal requirements as per applicable laws. ~~((This position will be responsible for keeping the city council informed of issues and coordinating/assisting with required actions.))~~ This position is accountable for taking day-to-day policy responsibilities and providing policy advice that includes all aspects of the analysis, investigation and drafting process. The specific responsibilities and functions of the policy advisor may be adjusted from time to time as determined by the city council.

Section 5. That there is adopted a new section 02.005.070 to chapter 02.005 of the Spokane Municipal Code to read as follows:

Section 02.005.070 Budget Director

Under the direction of the city council, the budget director directs and manages the budgetary review, financial analysis and contracting needs of the city council. The budget director works closely with council members and council staff and serves as a liaison to the City's administrative departments. The budget director is broadly responsible for advancing the city council's strategic policy, budget, and performance objectives by promoting the highest level of efficiency and effectiveness in support of council-supported programs and initiatives. The budget director leads the council office in the development and coordination of the annual budget and the facilitation of minor contracts and grants, and promotes the council goal of performance-based budgeting City-wide. The specific responsibilities and functions of the budget director may be adjusted from time to time as determined by the city council.

Section 6. That there is adopted a new section 02.005.080 to chapter 02.005 of the Spokane Municipal Code to read as follows:

Section 02.005.080 Director of Communications and Community Engagement

Under the direction of the city council, the director of communications and community engagement ("communications director") is primarily responsible for creating and implementing a communications strategy that informs community members, stakeholders and the media about city council activities and initiatives, including digital media, news releases, briefing materials for council and committee meetings, and other communication tools to support the city council's work. The communications director supports the council and its staff in providing the public with accurate, timely, and relevant information and maintains council's digital presence.

Section 7. That there is adopted a new section 05.005.090 to chapter 02.005 of the Spokane Municipal Code to read as follows:

Section 02.005.090 Manager of Intergovernmental Affairs

The manager of intergovernmental affairs ("manager") directs the City's independent federal and state lobbyists and consults with research teams and other analysts to provide hard, quantitative evidence that supports policy recommendations. The manager establishes and maintains collaborative relationships with elected government officials, their key staff members and non-governmental organizations and provides advice and briefings to city council members, the administration, and associated staff on a wide variety of federal, state, and local governmental initiatives.

Section 8. That there is adopted a new section 05.005.100 to chapter 02.005 of the Spokane Municipal Code to read as follows:

Section 02.005.100 Council Legislative Assistants

- A. Each council member, including the council president, is authorized to hire a legislative assistant who shall be supervised and may be discharged by the council member at their sole discretion.

- B. No later than January 1, 2024, there shall be a legislative assistant II position that includes all of the responsibilities of a legislative assistant as well as additional skills and competencies that support the city council office as a whole. Those skills and competencies will be determined during the process of creating the job description, which will be led by the council president or their designee.

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	CP Beggs
Contact Email & Phone	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Council Office Staffing Ordinance
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Ordinance updating SMC related to Council office staffing to reflect the current needs of the office.
Proposed Council Action	Will file for consideration after committee
Fiscal Impact	
Total Cost: N/A – this ordinance does not create any additional costs in itself, but the inclusion of a LA II job description in the future may have budgetary impacts to consider.	
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? Council’s current staffing model was built to include more members of the public, particularly those who are historically excluded, in Council’s policy-making process. Codifying this model will help maintain and increase that level of service.	
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? The current office organization aid Council Members in aligning with all of the above policies by having dedicated staff with expertise in various subject areas who assist with policy research and community input.	



Agenda Sheet for City Council Meeting of:

04/10/2023

Date Rec'd	3/14/2023
Clerk's File #	ORD C36377
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE, TREASURY & ADMIN
Contact Name/Phone	TONYA WALLACE 625-6585
Contact E-Mail	TWALLACE@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0410-FINANCE-SMC ACCOUNTING DEPARTMENT NAME CHANGE

Agenda Wording
 Allow the change of Accounting Department to become Accounting and Grants Department.

Summary (Background)
 In March 2022, ORD C-36181 was passed allowing for department restructure to move Grants from Purchasing to be under accounting. There was a slight over-sight at that time for department name change. SMC needs to be changed to allow the change of Accounting Department to become Accounting and Grants Department.

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

Approvals		Council Notifications	
Dept Head	MURRAY, MICHELLE	Study Session\Other	Finance & Admin 3/20/23
Division Director	WALLACE, TONYA	Council Sponsor	CP Beggs / CM Wilkerson
Finance	MURRAY, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Finance, Treasury & Administration Division
Contact Name	Tonya Wallace
Contact Email & Phone	twallace@spokanecity.org / 625-6585
Council Sponsor(s)	CP Beggs / CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	SMC Accounting Department Name Change
Summary (Background) *use the Fiscal Impact box below for relevant financial information	In March 2022, ORD C-36181 was passed allowing for department restructure to move Grants from Purchasing to be under accounting. There was a slight over-sight at that time for department name change. SMC needs to be changed to allow the change of Accounting Department to become Accounting and Grants Department.
Proposed Council Action	April 3, 2023
Fiscal Impact N/A Total Annual Cost: \$ Total Cost Remaining This Year: \$ 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? – 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? – This aligns with the F&A Division Strategic plan	

ORDINANCE C36377

An Ordinance relating to the executive and administrative organization of the City; amending SMC section 3.01A.215.

The City of Spokane does ordain:

Section 1. That SMC section 3.01A.215 is amended to read as follows:

3.01A.215 Accounting and Grants

The Accounting and Grants Department is a financial administrative department responsible for preparing financial statements, maintaining the general ledger, paying bills, billing customers, payroll, inventory management, disseminating and monitoring financial policies and internal controls, financial analysis, administration of some joint governmental agencies, receipt, and technical review of grant applications and the close out of grants and financial assistance awards. The department is managed by the ~~Accounting~~ Director of Accounting and Grants, ~~who also serves on the City Investment Board.~~

PASSED BY THE CITY COUNCIL ON _____, 2023.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
04/17/2023

Date Rec'd	4/5/2023
Clerk's File #	ORD C36379
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CM CATHCART 509-625-6257
Contact E-Mail	MCATHCART@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - SAFE OPEN SPACES ACT

Agenda Wording
An Ordinance regulating loitering for the purposes of drug-related activity and the unauthorized use of controlled substances in public places.

Summary (Background)
This ordinance relates to fostering safe and healthy public spaces for all. Specifically, the policy addresses concerns in reference to loitering for the purposes of drug-related activity and the unauthorized use of controlled substances in public places.

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

Approvals		Council Notifications	
Dept Head	BYRD, GIACOBBE	Study Session\Other	03/20/2023 F&A
Division Director		Council Sponsor	CM Bingle & CM Cathcart
Finance		Distribution List	
Legal		sblackwell@spokanecity.org	
For the Mayor		jbingle@spokanecity.org	
Additional Approvals		mcathcart@spokanecity.org	
Purchasing		cwright@spokanecity.org	

ORDINANCE NO. C36379

An Ordinance concerning loitering for the purposes of drug-related activity and the unauthorized use of controlled substances in public places; amending section 10.60.030 and creating a new section 10.60.100 of the Spokane Municipal Code.

WHEREAS, the use of controlled substances without a prescription and the supervision of a medical professional can result in physical injury or death; and

WHEREAS, the use of controlled substances without a prescription and the supervision of a medical professional often exacerbates mental health conditions; and

WHEREAS, using controlled substances can alter a person's brain or brain chemistry with negative health consequences; and

WHEREAS, persons using controlled substances can become addicted to such substances resulting in negative physical and mental health consequences and damage to family and personal relationships; and

WHEREAS, Fentanyl is a synthetic opioid that is 50 times more potent than heroin and 100 times more potent than morphine. Just two milligrams of fentanyl, which is equal to 10-15 grains of table salt, is considered a lethal dose. and

WHEREAS, contact with trace amounts of fentanyl can be deadly for anyone especially kids, and

WHEREAS, the use of controlled substances without a prescription or medical supervision is more likely to result in addiction; and

WHEREAS, the use of controlled substances without a prescription is positively correlated with criminal behavior; and

WHEREAS, the City has taken steps to address these problems through teaming police officers with mental health professionals and the municipal court's Community Court Program; and

WHEREAS, state law now requires that persons subject to arrest for possession of a controlled substance be referred to assessment and services in lieu of arrest at least twice before he or she may be arrested; and

WHEREAS, this state requirement has resulted in increased use of controlled substances in public; and

WHEREAS, the use of controlled substances in public increases public disorder

and the negative effects of using controlled substances without a prescription; and

WHEREAS, the use of controlled substances in public negatively affects children and youth and normalizes the use of controlled substances without a prescription; and

WHEREAS, the use of alcohol and marijuana by persons of legal age is prohibited in public; and

WHEREAS, prohibiting the use of controlled substances in public will enhance public health and safety; and

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

Section 1. Section 10.60.030 of the Spokane Municipal Code is amended as follows:

Section 10.60.030 Loitering for the Purpose of Engaging in Drug-related Activity

A. No person may loiter in or near any thoroughfare, skywalk, park, school or any place open to the public in a manner and under circumstances manifesting a purpose to engage in drug-related activity contrary to any of the provisions of chapter 69.41 RCW, chapter 69.50 RCW or chapter 69.52 RCW.

~~B. ((No arrest may be made under this section unless the arresting officer first affords the subject an opportunity to explain such conduct. It is a defense under this section that the explanation given was true and disclosed a lawful purpose.))~~

B. Circumstances which may be considered in determining whether a purpose to engage in drug-related activity contrary to any of the provisions of chapter 69.41 RCW, chapter 69.50 RCW or chapter 69.52 RCW is manifested include, but are not limited to, the following:

1. The person is a known unlawful drug user. A “known unlawful drug user” is a person who:

a. has, within the knowledge of the arresting officer, been convicted:

i. in any court within this state, including a juvenile court, of any violation involving the use, possession or sale of any of the substances referred to in chapter 69.41 RCW, chapter 69.50 RCW and chapter 69.52 RCW; or

ii. of any violation of any of the provisions of said chapters of the Revised Code of Washington or substantially similar laws of any:

a.) political subdivision of this state, or

b.) other state; or

- b. displays physical characteristics of drug intoxication or usage, such as “needle tracks”; or
 - c. possesses drug paraphernalia as defined in chapter 69.50 RCW; or
 - d. has, within the knowledge of the arresting officer, used, possessed or sold any controlled substance in violation of any of the provisions of chapter 69.41 RCW, chapter 69.50 RCW or chapter 69.52 RCW, regardless of whether the person was arrested for such use, possession or sale.
2. The person is currently subject to an order prohibiting his presence in a high drug activity geographic area.
 3. The area involved is by public repute known to be an area of unlawful drug use and trafficking.
 4. The premises involved are known to have been reported to law enforcement as a place suspected of drug activity pursuant to chapter 69.53 RCW.
 5. The person behaves in such a manner as to raise a reasonable suspicion that he is about to engage in or is then engaged in an unlawful drug-related activity, including, by way of example only, acting as “lookout.”
 6. The person is identified by the officer as a member of an association, group, organization or gang which has illegal drug activity as one of its significant characteristics, history or purpose.
 7. The person transfers small objects or packages for currency in a furtive fashion.
 8. The person takes flight upon the appearance of a police officer.
 9. The person manifestly endeavors to conceal himself or any object which reasonably could be involved in an unlawful drug-related activity.
 10. The person refuses to identify himself upon request of an identified police officer.
 11. There is being used a vehicle known to be registered to a:
 - a. known unlawful drug user, or

- b. person for whom there is an outstanding warrant for a crime involving drug-related activity.

C. In determining whether a person is manifesting a purpose to engage in drug-related activity contrary to any of the provisions of chapter 69.41 RCW, chapter 69.50 RCW or chapter 69.52 RCW, the cumulative knowledge of all officers involved may be considered by the arresting officer.

D. A violation of this section is a gross misdemeanor.

Section 2. A new section 10.60.100 of the Spokane Municipal Code is created as follows:

Section 10.60.100 Use of a Controlled Substance in a Public Place.

A. Violation

1. It is unlawful for any person to knowingly use a controlled substance in a public place unless the controlled substance has been lawfully prescribed to the person using it.
2. “Use” means any effort taken in furtherance of an attempt to inject, ingest, inhale or otherwise introduce a controlled substance into the human body.
3. “Public place” means an area generally visible to public view, and includes streets, sidewalks, bridges, alleys, plazas, parks, driveways, parking lots, automobiles (whether moving or not), and buildings open to the public, and doorways, windows, drive-up windows, and entrances to buildings or dwellings that are visible to public view.
4. Use of a controlled substance in a public place is a gross misdemeanor.

B. Referral for Treatment

When a police officer has probable cause that a person has committed the crime of possession of a counterfeit substance, possession of a controlled substance, possession of a legend drug, or possession of drug paraphernalia, the officer shall seize the substance(s) and related paraphernalia and place those items onto property. The officer will offer a referral to assessment and services in the manner provided by RCW 10.31.115. When a police officer has probable cause that a person has committed the crime of use of a controlled substance in a public place, the officer shall seize the substance(s) and related paraphernalia and may, but is not required to, offer a referral and is authorized to book the person into jail regardless of whether that person has previously been offered a referral.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	City Council – CM Cathcart Office
Contact Name	Shae Blackwell
Contact Email & Phone	sblackwell@spokanecity.org x6224
Council Sponsor(s)	Cathcart, Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Safe Open Spaces Act
Summary (Background) *use the Fiscal Impact box below for relevant financial information	This ordinance relates to fostering safe and healthy public spaces for all. Specifically, the policy addresses concerns in reference to loitering for the purposes of drug-related activity and the unauthorized use of controlled substances in public places. According to the Office of National Drug Control Policy, Spokane is categorized as a High Intensity Drug Trafficking Areas (HIDTA).
Proposed Council Action	F&A March 20 - Council Action April 24
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?	
Open drug use in the City of Spokane is occurring at a greater rate in the lowest income, most diverse neighborhoods including Downtown Spokane. All citizens, especially those residing in lower income areas of the Spokane community - including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality - deserve to live in safe, healthy and vibrant neighborhoods.	
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 Spokane Police Department will capture information through the agency's reporting system which will contain basic information about individuals contacted.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Through enforcement, the Spokane Police Department will capture information through the agency's reporting system which can then be analyzed. Seizure data will be available for analysis, as well.

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 policy aligns significantly with the City of Spokane's Comprehensive Plan specifically related to Neighborhood Quality of Life and Downtown Neighborhood viability. Downtown Spokane is identified in the Plan as the primary economic and cultural center of the region and provides a variety of housing, recreation, and daily service opportunities that attract and retain neighborhood residents. Increased numbers of residents and workers in the downtown area provides the necessary number of patrons to maintain a healthy business climate, which increases the tax base, making more funds available for the provision of public facilities and services. More people in downtown Spokane can increase street level activity and can lessen crime by having more "eyes-on-the-street." Supporting investments and opportunities benefits the general public which can enjoy a safer, thriving business district. The Plan also calls for promoting actions designed to increase pedestrian use of streets, especially downtown, thereby creating a healthy street life. Providing activities and reasons for people to be on the street heightens the sense of excitement, improves a sense of safety, encourages diversity, and increases social interaction essential to healthy community life. Each of these important goals and visions for our community are hindered by open drug use.