

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 May 1, 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 May 1, 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: 2496 131 7203; 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, May 1, 2023. You must sign up by 6:00 p.m. to be called on to testify. Sign up forms will be available outside of Council Chambers for in-person attendees.

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

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

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

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

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

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

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

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

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

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

Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

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

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

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

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

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

THE CITY OF SPOKANE



CURRENT COUNCIL AGENDA

MEETING OF MONDAY, MAY 1, 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 May 1, 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)

NO BOARDS AND COMMISSIONS APPOINTMENTS

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

- | | | |
|---|-----------------------|---|
| <p>1. Contracts with Northwest Development Group LLC dba Guardian Roofing & Exteriors for the roof replacements at:</p> <p style="margin-left: 20px;">a. Fire Station 16—\$54,537.06 (incl. tax).</p> <p style="margin-left: 20px;">b. Fire Station 17—\$54,537.06 (incl. tax).</p> <p>(Council Sponsors: Council Members Kinnear and Cathcart)</p> | <p>Approve</p> | <p>OPR 2023-0443
RFB 23-020
OPR 2023-0444
RFB 23-021</p> |
| <p>2. Public Works Contract with McClintock & Turk, Inc. (Spokane) for the Nelson Facility Compressed Natural Gas Fuel System Expansion Project from May 15, 2023, through December 31, 2023—\$195,451.30 (plus tax, if applicable). Includes a 10% administrative reserve. (Council Sponsor: Council Member Wilkerson)</p> | <p>Approve</p> | <p>OPR 2023-0445
PW ITB 5851-23</p> |
| <p>3. In partnership with the Water Department, the Facilities Department has a new Site Lease Agreement with the Dish Network for the water tower located at 3220 South</p> | <p>Approve</p> | <p>OPR 2022-0348</p> |

Lamonte Street, which will provide additional customer service capabilities for the Dish Network—\$38,400 Revenue. (Council Sponsor: Council Member Stratton)

- | | | | |
|----|--|------------------------------|---------------|
| 4. | Contract Amendment with Transblue (Monroe, WA) for landscaping and snow and ice removal at the Intermodal Facility—additional \$52,888 (incl. tax) due to heavier-than-usual winter snow. (Council Sponsor: Council Member Stratton) | Approve | OPR 2022-0844 |
| 5. | Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through April 21, 2023, total \$14,517,129.76, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$14,085,362.19. | Approve & Authorize Payments | CPR 2023-0002 |
| 6. | City Council Meeting Minutes: April 10, April 17, April 24, and April 27, 2023. | Approve All | CPR 2023-0013 |

Request motion to suspend Council Rules to add the following items (OPR 2022-0351, OPR 2022-0449 through OPR 2022-0451, and OPR 2023-0473):

- | | | | |
|----|---|-----------------------------------|---------------|
| 7. | Award of Eviction Rent Assistance 2 funds from the Washington State Department of Commerce to GOECKO, Inc, dba FORWARD (formerly known as LiveStories)—additional \$335,295.94. (Relates to Special Budget Ordinance C36384) (Council Sponsors: Council President Beggs and Council Member Kinnear)
Devin Biviano | Approve & Authorize Contract | OPR 2022-0351 |
| 8. | Award additional Department of Commerce Eviction Rent Assistance Program 2.0 funds to continue to prevent evictions by paying rental and utility arrears, current and future rent, and other costs to: | Approve All & Authorize Contracts | |
| | a. the Carl Maxey Center—additional \$150,000. | | OPR 2022-0449 |
| | b. Family Promise of Spokane—additional \$100,000. | | OPR 2022-0450 |
| | c. GOECKO, Inc, dba FORWARD (formerly known as LiveStories) —additional \$1,750,000. | | OPR 2022-0451 |

(Relate to Special Budget Ordinance C36385) (Council Sponsors: Council President Beggs and Council Member Kinnear)
Devin Biviano

- 9. **Interlocal Agreement with Washington State Department of Transportation (WSDOT) to reimburse WSDOT for conduit under Wellesley Avenue along the section of Wellesley that is the underpass for the North-South Freeway—estimated \$148,585 (plus tax). (Council Sponsor: Council Member Kinnear)** **Approve** **OPR 2023-0473**
Michael Sloon

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances 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 to add the following items (ORD C36382, ORD C36384, and ORD C36385):

- ORD C36382 **Fire Miscellaneous Grants Fund**
 - 1) Increase revenue by \$38,907.
 - A) Of the increased revenue, \$38,907 is provided by FEMA’s FY21 Fire Prevention & Safety grant.
 - 2) Increase appropriation by \$38,907.
 - B) Of the increased appropriation, \$38,907 is provided solely for supplies.

(This action arises from the need to accept the FEMA FY21 Fire Prevention & Safety grant.) (Council Sponsors: Council Members Wilkerson and Zappone)

Lance Dahl

- ORD C36384 **Emergency Rental Assistance Grant Fund**
 - 1) Increase revenue by \$335,296
 - A) Of the increased revenue, \$335,296 is provided by the United States Department of the Treasury (DOT) Emergency Rental Assistance 2 (ERA2) solely to be used to prevent evictions by paying rental arrears, current due rent, future rent, utilities, and home energy costs in response to the COVID-19 pandemic.
 - 2) Increase appropriation by \$335,296
 - A) Of the increased appropriation, \$335,296 is provided solely for distribution to the City’s rental assistance provider partners as sub-recipients to deliver housing assistance funds to the community.

(This action arises from the need to prevent evictions by paying past-due and future housing expenses, prioritizing those with the greatest need.) (Relates to Consent Agenda Item No. 7) (Council Sponsors: Council President Beggs and Council Member Kinneary)

Devin Biviano

ORD C36385

Human Services Grants Fund

1) Increase revenue by \$2,000,000

A) Of the increased revenue, \$2,000,000 is provided by the Washington State Department of Commerce (DOC) Eviction Rent Assistance Program (ERAP) 2.0 solely to be used to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs for eligible households due to the COVID-19 pandemic.

2) Increase appropriation by \$2,000,000

A) Of the increased appropriation, \$2,000,000 is provided solely for distribution to the City’s rental assistance provider partners as sub-recipients to deliver housing assistance funds to the community.

(This action arises from the need to prevent evictions by paying past-due and future housing expenses, prioritizing those with the greatest need.) (Relates to Consent Agenda Item Nos. 8.a., 8.b., and 8.c.) (Council Sponsors: Council President Beggs and Council Member Kinneary)

Devin Biviano

NO EMERGENCY ORDINANCES

NO RESOLUTIONS

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

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. (Deferred from April 17, 2023, Agenda) (Council Sponsors: Council Members Bingle and Cathcart)

Council Member Cathcart

FURTHER ACTION DEFERRED



SPECIAL CONSIDERATIONS

RECOMMENDATION

- | | | | |
|------------|--|-------------------------|-------------------|
| S1. | Consideration of Mayoral Veto of Ordinance C36373 establishing requirements for unallocated reserve balances within the General Fund; enacting new sections 07.14.030 and 07.14.040 of the Spokane Municipal Code. (Council Sponsors: Council President Beggs and Council Members Cathcart and Wilkerson)
Matt Boston | Council Decision | ORD C36373 |
|------------|--|-------------------------|-------------------|

NO HEARINGS

ADJOURNMENT

The May 1, 2023, Regular Legislative Session of the City Council is adjourned to May 8, 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:

05/01/2023

Date Rec'd	4/18/2023
Clerk's File #	OPR 2023-0443
Renews #	
Cross Ref #	
Project #	
Bid #	RFB 23-020
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	BRIAN SCHAEFFER X7001
Contact E-Mail	BSCHAEFFER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1970 - STATION 16 ROOF REPLACEMENT CONTRACT

Agenda Wording

Contract with Northwest Development Group LLC dba Guardian Roofing & Exteriors for the roof replacement at Spokane Fire Department Station 16. Total cost will \$54,537.06 including tax.

Summary (Background)

SFD began a roof replacement project in 2018 for (11) of (16) Fire Stations with 30 year old (average age) roofs. Replacing the roofs at Fire Station 16 and 17 will complete this project. REET funds in the amount of \$120,000 were approved in 2022 for the project.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ \$54,537.06

Select \$

Select \$

Select \$

Budget Account

5904-71300-94220-56203-44010

#

#

#

Approvals

Dept Head SCHAEFFER, BRIAN

Division Director SCHAEFFER, BRIAN

Finance SCHMITT, KEVIN

Legal PICCOLO, MIKE

For the Mayor PERKINS, JOHNNIE

Council Notifications

Study Session\Other Finance 04/17/2023

Council Sponsor CM's Kinnear & Cathcart

Distribution List

dstockdill@spokanecity.org

David Serrato (guardianroofingml@gmail.com)

fireaccounting@spokanecity.org

Additional Approvals

Purchasing NECHANICKY, JASON

kschmitt@spokanecity.org

Committee Agenda Sheet

FINANCE AND ADMINISTRATION

Submitting Department	Fire
Contact Name & Phone	Brian Schaeffer (509) 435-7001
Contact Email	bschaeffer@spokanecity.org
Council Sponsor(s)	CM Kinnear, CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Roof replacement at Fire Station 16 and 17
Summary (Background)	SFD began a roof replacement project in 2018 for (11) of (16) Fire Stations with 30 year old (average age) roofs. Replacing the roofs at Fire Station 16 and 17 will complete this project. REET funds in the amount of \$120,000 were approved in 2022 for the project. Due to market conditions, SFD received a single, overpriced bid. SFD chose to reject this bid and initiate a new RFB in 2023, presuming that a more competitive environment would result in multiple, more cost-effective bids. This year, SFD received (3) bids. The low bid was only half the cost of the sole bid received in 2022. Northwest Development Group LLC DBA Guardian Roofing & Exteriors submitted the low bid. Estimated cost is \$55,000 per station with a total cost, including WSST, of \$110,000 for the total project. In order to cover unexpected overages, both contracts include an admin reserve to utilize the full \$120,000 of approved REET dollars.
Proposed Council Action & Date:	Approval of contracts with Guardian Roofing & Exteriors not later than 30 April 2023.
Fiscal Impact: Total Cost: \$120,000 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: REET Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) None	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This proposal is neutral regarding historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Not Applicable.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Roof replacement will reduce/eliminate ongoing repairs to the legacy roof.	
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 low bidder was selected by following established City of Spokane Purchasing guidelines and procedures. This project is aligned with City Budget/Capital Plan for maintaining City Facilities and Utilities including Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrency, CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives.	



CITY OF SPOKANE
FIRE DEPARTMENT

PUBLIC WORKS AGREEMENT

**Title: STATION #16 FIRE DEPARTMENT
ROOF – 5225 N. ASSEMBLY**

This Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as (“City”), a Washington municipal corporation, and **NORTHWEST DEVELOPMENT GROUP, LLC, d/b/a GUARDIAN ROOFING & EXTERIORS**, whose address is 805 Penny Street, Moses Lake, Washington 98837 as (“Contractor”) individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Contract is to perform the Station #16 Fire Department Roof – 5225 N. Assembly; and

WHEREAS, the Contractor has been selected through RFB 23-020 issued by the City.

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

1. TERM OF AGREEMENT.

This Contract shall begin on May 1, 2023 and shall end on April 30, 2024, unless amended by written agreement or terminated earlier under the provisions.

2. SCOPE OF WORK.

The Contractor’s General Scope of Work for this Contract is described in the Invitation for Bid, and the Facilities Projects Work Scope attached as Exhibit C. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Station #16 Fire Department Roof – 5225 N. Assembly** and the associated Scope of Work and the specifications referenced therein.

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

3. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **FIFTY THOUSAND THIRTY-FOUR AND NO/100 DOLLARS (\$50,034.00)**, not including applicable tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the 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.

4. CONTRACT DOCUMENTS.

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

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

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

6. STATE PREVAILING WAGES.

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

7. RETAINAGE IN LIEU OF BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

8. PUBLIC WORKS REQUIREMENTS.

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

9. TAXES, FEES AND LICENSES.

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

10. CITY OF SPOKANE BUSINESS LICENSE.

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

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

12. DEBARMENT AND SUSPENSION.

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

13. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees.

Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Contract.

14. INSURANCE.

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

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

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; and

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

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

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

15. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - 2. Have a current Washington Unified Business Identifier (UBI) number;
 - 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 - 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

16. INDEPENDENT CONTRACTOR.

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

17. ASSIGNMENT AND SUBCONTRACTING.

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

18. TERMINATION.

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

19. STANDARD OF PERFORMANCE.

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

20. ANTI KICK-BACK.

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

21. CONSTRUAL.

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

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition

satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

23. MISCELLANEOUS PROVISIONS.

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

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

NORTHWEST DEVELOPMENT GROUP, LLC, CITY OF SPOKANE FIRE DEPARTMENT
d/b/a GUARDIAN ROOFING & EXTERIORS

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 RFB

23-057

ATTACHMENT A

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

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

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

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

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

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

2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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



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



City of Spokane Invitation To Bid

BID

TO: CITY OF SPOKANE, WASHINGTON
PROJECT NAME: RFB 23-020 Station # 16 Fire Dept Roof - 5225 N Assembly

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

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

BASE BID:	\$ <u>50,034.00</u>	Alt 1 Description or Delete	
SALES TAX (8.9 %)	\$ <u>4,453.03</u>	(Include Retail Sales Tax)	\$
TOTAL BASE BID PRICE:	\$ <u>54,487.03</u>	Alt 2 Description or Delete	
TRENCH SAFETY SYSTEM,		(Include Retail Sales Tax)	\$
if excavation greater		Alt 3 Description or Delete	
than four feet (4') deep:	\$ _____	(Include Retail Sales Tax)	\$

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. GUARDRE80ICE
 U.B.I. Number 604 509 303
 Washington Employment Security Department Number 000-539955-00-7
 Washington Excise Tax Registration Number 604 509 303
 City of Spokane Business Registration Number application pending

As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020. (YES) (NO)

ADDENDA. The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond. (YES) (NO)

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, 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.

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

FIRM NAME: NORTHWEST DEVELOPMENT GROUP LLC DBA GUARDIAN ROOFING + EXTERIORS

SIGNATURE: [Signature]

TITLE: MANAGING PARTNER PHONE: (509) 793-0910

ADDRESS: 805 PENNIVY ST. MOSES LAKE, WA 98837



City of Spokane Invitation To Bid

SUBCONTRACTOR LIST OPTIONAL USE

PROJECT TITLE: RFB 23-021 Station #17 Fire Dept Roof - 5121 W Lowell

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE: (USE ADDITIONAL PAGES IF NECESSARY)

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 _____

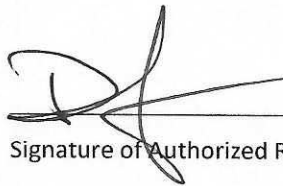
TYPE OF WORK/BID ITEM _____

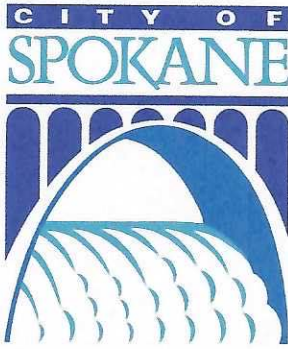
AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

02/22/23
Date


Signature of Authorized Representative



CITY OF SPOKANE
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
509-625-6251

NADINE WOODWARD
MAYOR
February 21, 2023

ADDENDUM NO.1

RFB #23-020 Fire Station Roof # 16

This Addendum is being issued to distribute information and questions/answers presented at the pre-bid meeting and emailed. Please remember to sign and attach all addendums to your bid packet.

Q. How should gutter costs be noted?

A. if desired, use the Alt 1 for gutter costs

Q. Where would you prefer to off load existing roof?

A. Prefer using front or side of building, however, must keep vehicle access free.

Laura Aga
Contracts/Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Guardian Roofing & Exteriors

Company

Authorized Signature

Washington State Department of Revenue

Your request has been submitted and your confirmation number is **0-031-701-837**

Below is information from your application

Filing Date and Time 2/22/2023 5:21:27 PM

Legal Entity Name NORTHWEST DEVELOPMENT GROUP LLC

UBI 604-509-303

Payment Method ACH Debit/E-Check

Payment Amount \$272.00

We will process your business application within the next 10 business days. If city or state endorsements were applied for, allow approximately 3 additional weeks to receive the business license due to approval time.

To check the status of your application, click **Manage My Profile**, then select **View, Edit, or Print Drafts or Submissions** in the *Drafts and Submissions* area.

For information on business resources, education, and workshops, go to dor.wa.gov/nextsteps.



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: NORTHWEST DEVELOPMENT GROUP LLC

Business name: VANGUARD CONSTRUCTION

Entity type: [Limited Liability Company](#)

UBI #: 604-509-303

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1004 S GRANT ST
MOSES LAKE WA 98837-2332

Mailing address: 805 PENN IVY ST
MOSES LAKE WA 98837-2778

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Ephrata General Business - Non-Resident				Active	Apr-30-2023	Apr-12-2022
Moses Lake General Business	BUS2019-076			Active	Sep-30-2023	Dec-20-2019
Othello General Business - Non-Resident				Active	Sep-30-2023	Jul-22-2020
Port Orchard General Business - Non-Resident				Active	Nov-30-2023	Nov-17-2022
Soap Lake General Business - Non-Resident				Active	Sep-30-2023	Feb-20-2021



Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Feb-29-2024	Feb-22-2023
Spokane Valley General Business - Non-Resident				Active	Feb-29-2024	Feb-23-2023
Wenatchee General Business - Non-Resident				Active	Sep-30-2023	Aug-18-2021

Governing People May include governing people not registered with Secretary of State

Governing people	Title
ORTIZ, MARIO	
ORTIZ, PATRICIA	
RALPH, ABIGAIL	
SERRATO, DAVID	

Registered Trade Names

Registered trade names	Status	First issued
GUARDIAN ROOFING & EXTERIORS	Active	Nov-08-2019

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/20/2023 9:40:48 AM

[Contact us](#)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A :	NAIC #
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Michael Jahre</i>

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Agenda Sheet for City Council Meeting of:

05/01/2023

Date Rec'd	4/18/2023
Clerk's File #	OPR 2023-0444
Renews #	
Cross Ref #	
Project #	
Bid #	RFB 23-021
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	BRIAN SCHAEFFER X7001
Contact E-Mail	BSCHAEFFER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1970 - STATION 17 ROOF REPLACEMENT PROJECT

Agenda Wording
 Contract with Northwest Development Group LLC dba Guardian Roofing & Exteriors for the roof replacement at Spokane Fire Department Station 17. Total cost is \$54,537.06 including tax.

Summary (Background)
 SFD began a roof replacement project in 2018 for (11) of (16) Fire Stations with 30 year old (average age) roofs. Replacing the roofs at Fire Station 16 and 17 will complete this project. REET funds in the amount of \$120,000 were approved in 2022 for the project.

Lease? NO	Grant related? NO	Public Works? YES
Fiscal Impact		Budget Account
Expense	\$ \$54,537.06	# 5904-71300-94220-56203-44010
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	SCHAEFFER, BRIAN	Study Session\Other	Finance 04/17/2023
Division Director	SCHAEFFER, BRIAN	Council Sponsor	CM KINNEAR & CM CATCHART
Finance	SCHMITT, KEVIN	Distribution List	
Legal	PICCOLO, MIKE	dstockdill@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	David Serrato (guardianroofingml@gmail.com)	
Additional Approvals		fireaccounting@spokanecity.org	
Purchasing	NECHANICKY, JASON	kschmitt@spokanecity.org	

Committee Agenda Sheet

FINANCE AND ADMINISTRATION

Submitting Department	Fire
Contact Name & Phone	Brian Schaeffer (509) 435-7001
Contact Email	bschaeffer@spokanecity.org
Council Sponsor(s)	CM Kinnear, CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Roof replacement at Fire Station 16 and 17
Summary (Background)	SFD began a roof replacement project in 2018 for (11) of (16) Fire Stations with 30 year old (average age) roofs. Replacing the roofs at Fire Station 16 and 17 will complete this project. REET funds in the amount of \$120,000 were approved in 2022 for the project. Due to market conditions, SFD received a single, overpriced bid. SFD chose to reject this bid and initiate a new RFB in 2023, presuming that a more competitive environment would result in multiple, more cost-effective bids. This year, SFD received (3) bids. The low bid was only half the cost of the sole bid received in 2022. Northwest Development Group LLC DBA Guardian Roofing & Exteriors submitted the low bid. Estimated cost is \$55,000 per station with a total cost, including WSST, of \$110,000 for the total project. In order to cover unexpected overages, both contracts include an admin reserve to utilize the full \$120,000 of approved REET dollars.
Proposed Council Action & Date:	Approval of contracts with Guardian Roofing & Exteriors not later than 30 April 2023.
Fiscal Impact: Total Cost: \$120,000 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: REET Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) None	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This proposal is neutral regarding historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Not Applicable.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Roof replacement will reduce/eliminate ongoing repairs to the legacy roof.	
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 low bidder was selected by following established City of Spokane Purchasing guidelines and procedures. This project is aligned with City Budget/Capital Plan for maintaining City Facilities and Utilities including Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrency, CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives.	



CITY OF SPOKANE
FIRE DEPARTMENT

PUBLIC WORKS AGREEMENT

**Title: STATION #17 FIRE DEPARTMENT
ROOF – 5121 W. LOWELL**

This Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as (“City”), a Washington municipal corporation, and **NORTHWEST DEVELOPMENT GROUP, LLC, d/b/a GUARDIAN ROOFING & EXTERIORS**, whose address is 805 Penny Street, Moses Lake, Washington 98837 as (“Contractor”) individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Contract is to perform the Station #16 Fire Department Roof – 5121 W. Lowell; and

WHEREAS, the Contractor has been selected through RFB 23-021 issued by the City.

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

1. TERM OF AGREEMENT.

This Contract shall begin on May 1, 2023 and shall end on April 30, 2024, unless amended by written agreement or terminated earlier under the provisions.

2. SCOPE OF WORK.

The Contractor’s General Scope of Work for this Contract is described in the Invitation for Bid, and the Facilities Projects Work Scope attached as Exhibit C. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Station #17 Fire Department Roof – 5121 W. Lowell** and the associated Scope of Work and the specifications referenced therein.

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

3. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **FIFTY THOUSAND THIRTY-FOUR AND NO/100 DOLLARS (\$50,034.00)**, not including applicable tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the 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.

4. CONTRACT DOCUMENTS.

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

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

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

6. STATE PREVAILING WAGES.

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

7. RETAINAGE IN LIEU OF BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

8. PUBLIC WORKS REQUIREMENTS.

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

9. TAXES, FEES AND LICENSES.

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

10. CITY OF SPOKANE BUSINESS LICENSE.

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

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

12. DEBARMENT AND SUSPENSION.

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

13. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees.

Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Contract.

14. INSURANCE.

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

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

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; and

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

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

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

15. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - 2. Have a current Washington Unified Business Identifier (UBI) number;
 - 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 - 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

16. INDEPENDENT CONTRACTOR.

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

17. ASSIGNMENT AND SUBCONTRACTING.

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

18. TERMINATION.

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

19. STANDARD OF PERFORMANCE.

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

20. ANTI KICK-BACK.

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

21. CONSTRUAL.

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

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition

satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

23. MISCELLANEOUS PROVISIONS.

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

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

NORTHWEST DEVELOPMENT GROUP, LLC, CITY OF SPOKANE FIRE DEPARTMENT
d/b/a GUARDIAN ROOFING & EXTERIORS

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 RFB

23-058

ATTACHMENT A

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

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

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

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

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

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

2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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



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



City of Spokane Invitation To Bid

BID

TO: CITY OF SPOKANE, WASHINGTON
PROJECT NAME: RFB 23-021 Station #17 Fire Dept Roof - 5121 W Lowell

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

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

BASE BID:	\$ <u>50,034.00</u>	Alt 1 Description or Delete	
SALES TAX (8.9 %)	\$ <u>4,453.03</u>	(Include Retail Sales Tax)	\$
TOTAL BASE BID PRICE:	\$ <u>54,487.03</u>	Alt 2 Description or Delete	
TRENCH SAFETY SYSTEM,		(Include Retail Sales Tax)	\$
if excavation greater		Alt 3 Description or Delete	
than four feet (4') deep:	\$ _____	(Include Retail Sales Tax)	\$

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. GUARDRE80ICE
 U.B.I. Number 604 509 303
 Washington Employment Security Department Number 000 - 539955 - 00 - 7
 Washington Excise Tax Registration Number 604 509 303
 City of Spokane Business Registration Number application pending
 As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from
 L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020. (YES) (NO)

ADDENDA. The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond.
(YES) (NO)

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, 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.

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

FIRM NAME: NORTHWEST DEVELOPMENT GROUP LLC DBA GUARDIAN ROOFING + EXTERIORS
 SIGNATURE: [Signature]
 TITLE: MANAGING PARTNER PHONE: (509) 793-0910
 ADDRESS: 805 PENNIVY ST. MOSES LAKE, WA 98837



City of Spokane Invitation To Bid

SUBCONTRACTOR LIST OPTIONAL USE

PROJECT TITLE: RFB 23-021 Station #17 Fire Dept Roof - 5121 W Lowell

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE: (USE ADDITIONAL PAGES IF NECESSARY)

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 \$ _____

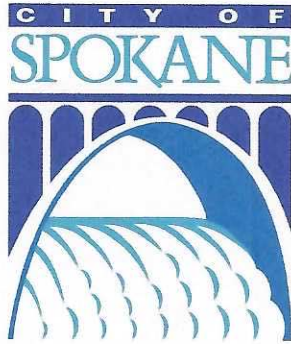
CONTRACTOR'S REGISTRATION NO. _____

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

02/22/23

Date

Signature of Authorized Representative



CITY OF SPOKANE

808 W. Spokane Falls Blvd.

Spokane, Washington 99201-3316

509-625-6251

NADINE WOODWARD

MAYOR

February 21, 2023

ADDENDUM NO.1

RFB #23-021 Fire Station Roof #17

This Addendum is being issued to distribute information and questions/answers presented at the pre-bid meeting and emailed. Please remember to sign and attach all addendums to your bid packet.

Q. Will the soffit need to be replaced?

A. No, unless it is damaged enough to merit replacement. Some areas may need to be re-secured with nails, screws, etc.

Q. Do gutters need replaced?

A. Only existing gutters that are failing, replace with same type and color

Q. What brand of shingles??

A. Not specific, must be black, standard 40 year warranty

Laura Aga

Contracts/Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Guardian Roofing & Exteriors

Company

Authorized Signature

Washington State Department of Revenue

Your request has been submitted and your confirmation number is **0-031-701-837**

Below is information from your application

Filing Date and Time 2/22/2023 5:21:27 PM
Legal Entity Name NORTHWEST DEVELOPMENT GROUP LLC
UBI 604-509-303
Payment Method ACH Debit/E-Check
Payment Amount \$272.00

We will process your business application within the next 10 business days. If city or state endorsements were applied for, allow approximately 3 additional weeks to receive the business license due to approval time.

To check the status of your application, click **Manage My Profile**, then select **View, Edit, or Print Drafts or Submissions** in the *Drafts and Submissions* area.

For information on business resources, education, and workshops, go to dor.wa.gov/nextsteps.



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: NORTHWEST DEVELOPMENT GROUP LLC

Business name: VANGUARD CONSTRUCTION

Entity type: [Limited Liability Company](#)

UBI #: 604-509-303

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1004 S GRANT ST
MOSES LAKE WA 98837-2332

Mailing address: 805 PENN IVY ST
MOSES LAKE WA 98837-2778

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Ephrata General Business - Non-Resident				Active	Apr-30-2023	Apr-12-2022
Moses Lake General Business	BUS2019-076			Active	Sep-30-2023	Dec-20-2019
Othello General Business - Non-Resident				Active	Sep-30-2023	Jul-22-2020
Port Orchard General Business - Non-Resident				Active	Nov-30-2023	Nov-17-2022
Soap Lake General Business - Non-Resident				Active	Sep-30-2023	Feb-20-2021



Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Feb-29-2024	Feb-22-2023
Spokane Valley General Business - Non-Resident				Active	Feb-29-2024	Feb-23-2023
Wenatchee General Business - Non-Resident				Active	Sep-30-2023	Aug-18-2021

Governing People May include governing people not registered with Secretary of State

Governing people	Title
ORTIZ, MARIO	
ORTIZ, PATRICIA	
RALPH, ABIGAIL	
SERRATO, DAVID	

Registered Trade Names

Registered trade names	Status	First issued
GUARDIAN ROOFING & EXTERIORS	Active	Nov-08-2019

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/20/2023 9:40:48 AM

[Contact us](#)

How are we doing?
[Take our survey!](#)

Don't see what you expected?
[Check if your browser is supported](#)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Michael Jahre</i>

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Agenda Sheet for City Council Meeting of:

05/01/2023

Date Rec'd	4/19/2023
Clerk's File #	OPR 2023-0445
Renews #	
Cross Ref #	
Project #	
Bid #	PW ITB #5851-23
Requisition #	CR #24855

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDNGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5100 - CONTRACT WITH MCCLINTOCK & TURK FOR NELSON FACILITY CNG EXPANSION

Agenda Wording

Approve a contract with McClintock & Turk (Spokane, Wa) for the expansion of the Nelson Facility CNG Fueling System -\$195,451.30 plus sales tax (includes 10% admin reserve)

Summary (Background)

A PW Bid was issued for the Nelson Facility CNG Fuel System Expansion - one (1) response was received from McClintock & Turk whose bid has been deemed responsive and responsible. This expansion is necessary to be able to serve the new CNG Garbage Trucks that have been ordered and will be received over the next twelve (12) months.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 195,451.30

Select \$

Select \$

Select \$

Budget Account

4500-45700-94000-56301-99999

#

#

#

Approvals

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

Council Notifications

Study Session\Other	F& A 4/17/23
Council Sponsor	CM Wilkerson

Distribution List

tprince@spokanecity.org

Additional Approvals

Purchasing	NECHANICKY, JASON

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Purchasing Department
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 625-7706
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – PW Contract for Nelson Facility CNG Fuel System Expansion
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>A PW Bid was issued for the Nelson Facility CNG Fuel System Expansion – one (2) response was received from McClintock & Turk whose bid has been deemed responsive and responsible. We are asking for approval to enter into PW Contract with McClintock & Turk for the Nelson Facility CNG Fuel System Expansion - \$195,451.30 plus sales tax (includes a 10% administrative reserve).</p> <p>This expansion is necessary to be able to serve the new CNG Garbage Trucks that have been ordered and will be received over the next twelve (12) months.</p>
Proposed Council Action	Approve PW Contract
Fiscal Impact	
Total Cost: <u>195,451.30 plus sales tax</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: Solid Waste Collection 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? Data will not be collected.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with the Capital Improvement Plan.	



City of Spokane

PUBLIC WORKS CONTRACT

Title: **NELSON FACILITY CNG FUEL
SYSTEM EXPANSION PROJECT**

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

The parties agree as follows:

1. **PERFORMANCE/SCOPE OF WORK.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **NELSON FACILITY CNG FUEL SYSTEM EXPANSION PROJECT – Option A**, selected via PW ITB 5851-23.
2. **CONTRACT DOCUMENTS.** The Contract Documents are this Contract, the Contractor’s completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor’s Response to PW ITB (Exhibit B). These contract documents are on file in the Fleet Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TERM.** The term of this Contract begins on May 15, 2023, and ends on December 31, 2023, unless amended by written agreement or terminated earlier under the provisions.
4. **TERMINATION.** Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
5. **COMPENSATION/PAYMENT.**
 - A. **COMPENSATION.** Total compensation for Contractor’s services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED SEVENTY-SEVEN THOUSAND SIX HUNDRED EIGHTY-THREE AND NO/100 DOLLARS (\$177,683.00)**, plus sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this

Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

- B. PAYMENT. The Contractor will send its applications for payment to the City of Spokane Fleet Services, 915 North Nelson Street, Spokane, Washington 99202. All invoices should include the City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

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

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

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

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

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

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

11. **INDEMNIFICATION.** The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification

and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

13. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

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

for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

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

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

15. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor from its obligations under this Contract.

McCLINTOCK & TURK, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:
Exhibit A - Certification Regarding Debarment
Exhibit B – Response to PW ITB 5851-12
Payment Bond
Performance Bond

EXHIBIT A

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

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

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

1. The lower tier contractor 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/> <p>Name of Subrecipient / Contractor / Consultant (Type or Print)</p>	<hr/> <p>Program Title (Type or Print)</p>
<hr/> <p>Name of Certifying Official (Type or Print)</p>	<hr/> <p>Signature</p>
<hr/> <p>Title of Certifying Official (Type or Print)</p>	<hr/> <p>Date (Type or Print)</p>

EXHIBIT B

PAYMENT BOND

We, **McCLINTOCK & TURK, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED SEVENTY-SEVEN THOUSAND SIX HUNDRED EIGHTY-THREE AND NO/100 DOLLARS (\$177,683.00)**, plus sales tax if applicable, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **NELSON FACILITY CNG FUEL SYSTEM EXPANSION PROJECT – Option A**. 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 _____.

McCLINTOCK & TURK, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **McCLINTOCK & TURK, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED SEVENTY-SEVEN THOUSAND SIX HUNDRED EIGHTY-THREE AND NO/100 DOLLARS (\$177,683.00)**, plus sales tax if applicable, 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 **NELSON FACILITY CNG FUEL SYSTEM EXPANSION PROJECT – Option A**. 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 _____

McCLINTOCK & TURK, INC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

Bid Response Summary

Bid Number PW ITB 5851-23
Bid Title Nelson Facility CNG Fuel System Expansion (Re-Bid)
Due Date Monday, April 3, 2023 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company McClintock & Turk, Inc.
Submitted By ken@mcturk.net ken@mcturk.net - Monday, April 3, 2023 9:45:54 AM [(UTC-08:00) Pacific Time (US & Canada)]
 ken@mcturk.net

Comments

Question Responses

Group	Reference Number	Question	Response
PRE-BID MEETING - OPTIONAL			
	OPTIONAL PRE-BID MEETING	An optional pre-bid meeting will be held on Thursday, March 9, 2023, at 9:00 am at 915 N Nelson Rd., Spokane WA 99202.	I acknowledge and I understand
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATIONS	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.	I acknowledge and agree
	AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement	I acknowledge and I agree
	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 unless otherwise mutually agreed by the City and Contractor.	I acknowledge and I agree
	GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and I agree

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.	I acknowledge and agree
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 the Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Invitation to Bids, at the prices shown.	I acknowledge and agree
CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.	I acknowledge and agree
COMPLETION TIME	The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by September 1, 2023.	I acknowledge and agree
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount zero (0) for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.	I acknowledge and agree
MISCELLANEOUS DOCUMENTATION UPLOAD	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.	
PUBLIC WORKS REQUIREMENTS		
1.	The work under this contract constitutes a public work under state law.	I acknowledge and agree
2.	Payment/performance bonds will be required.	I acknowledge and agree
PERFORMANCE BONDS	The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.	I acknowledge and agree

3.	Statutory retainage will be required	I acknowledge and I understand
RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:	I acknowledge and I agree
RETAINAGE	a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.	I acknowledge and I agree
4.	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).	I acknowledge and I understand
5.	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 . Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is Monday, March 20, 2023.	I acknowledge and I understand
6.	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.	I acknowledge and I understand
7.	The Contractor and any 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).	I acknowledge and I understand

8.	The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.	I acknowledge and I understand
9.	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	I acknowledge and I understand
TECHNICAL REQUIREMENTS		
PERFORMANCE	The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described as the CITY OF SPOKANE Nelson Facility CNG Fuel System Expansion Project.	I acknowledge and I agree
SCOPE OF WORK - BID OPTION A	1. Upgrade existing time-fill station; 2. Project consists of adding three (3) quad TF posts and twelve (12) 24" hoses to an existing structural steel truss system; 3. This project also consists of adding gas lines, conduits and seven (7) Emergency Shut Down (ESD) buttons to entire TF row #2 overhead truss system (approximately 300 LF); 4. Contractor to complete pre3ssure test on new time-fill row and test the ESDs; 5. Equipment, Hardware, Stanchions must match with existing installation and paint; 6. Contractor must meet all local authorities' requirements and codes; 7. Contractor must be responsible for all permits, testing and certification of the system; 8. Refer to documents and drawings in the Documents Tab for additional information	I acknowledge and agree
SCOPE OF WORK - BID OPTION B	1. Upgrade existing time-fill station; 2. Project consists of adding three (3) quad TF posts and twelve (12) 24" hoses to an existing structural steel truss system; 3. Contractor to complete pre3ssure test on new time-fill row and test the ESDs; 4. Equipment, Hardware, Stanchions must match with existing installation and paint; 5. Contractor must meet all local authorities' requirements and codes; 6. Contractor must be responsible for all permits, testing and certification of the system; 7. Refer to documents and drawings in the Documents Tab for additional information	I acknowledge and I agree
GENERAL REQUIREMENTS		
INTENT OF SPECIFICATIONS	The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	I acknowledge and agree

WASHINGTON STATE RETAIL SALES TAX	A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.	I acknowledge and agree
WASHINGTON STATE RETAIL SALES TAX	B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.	I acknowledge and agree
PERMITS	Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.	I acknowledge and agree
GUARANTY	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City.	I acknowledge and agree
SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree
INSURANCE	During the term of the Contract, ,the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and agree
INSURANCE	a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.	I acknowledge and agree
INSURANCE	b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract;	I acknowledge and agree

INSURANCE	c. 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 or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and	I acknowledge and agree
INSURANCE	d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I acknowledge and agree
INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.	I acknowledge and agree
BID		
BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	MC-CL-IT*370N0
CONTRACTOR RESPONSIBILITY	U.B.I. Number	328-040-432
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	221002003
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	328-040-432
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	T12009987BUS
ADDENDA	Bidder acknowledges receipt of ____ addenda and agrees that their requirements have been included in this bid proposal.	1, 2
MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of forty-five (45) calendar days after the stated submittal date.	I acknowledge and I agree
MISCELLANEOUS	For contracts up to \$150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	No

MISCELLANEOUS	If this project is less than \$150,000 - does contract request 10% retainage in lieu of bond?	No
MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, 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 judgement 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.	I acknowledge and I agree
MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	Darin Solberg McClintock Inc. 516 N. Sycamore, Spokane Wa. 99202 darin@mcturk.net (509) 998-9618
1	Please complete Pages 7-9 of the PW ITB #5851-23 Nelson Facility CNG Fuel System Expansion Project document on the 'Documents' tab and upload them here. Please save these three pages as one page as you will only be allowed to upload one page here.	Pgs 7 - 9.pdf
2	The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment/performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here (blank form available under the 'Documents' tab).	Bid Bond.pdf
3	If subcontractors will be used, please download the 'Subcontractor List' document from the 'Documents' tab, complete, and upload the completed document here. If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request.	Sub List.pdf
TERMS & CONDITIONS		
#1	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I acknowledge and I agree

#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.
----	--

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
	#1	BID OPTION A	Option	ea	1.00	\$177,683.00		
	#2	BID OPTION B	Option	ea	1.00	\$129,956.00		
Total Base Bid	\$0.00							

BID BOND

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

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

Nelson Facility CNG Fuel System Expansion Project

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

SIGNED AND SEALED on April 3, 2023

AS PRINCIPAL

McClintock & Turk, Inc.

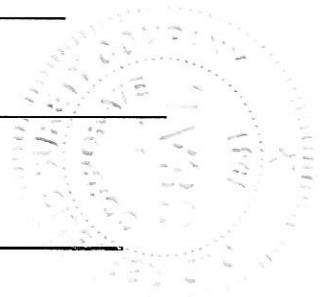
By: [Signature]

Title: President

A valid POWER OF
ATTORNEY must
accompany this bond.

Old Republic Surety Company
AS SURETY

By: [Signature]
Attorney in Fact
Melissa Wolf





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Melissa Wolf

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

Principal: McClintock & Turk, Inc.

Obligee: City of Spokane

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of September, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of September, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 3rd day of April, 2023.

Karen J. Haffner
Assistant Secretary

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

BID PROPOSAL

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

PROJECT: #5851-23 NELSON FACILITY CNG FUEL SYSTEM EXPANSION PROJECT

BIDDER'S DECLARATION.

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

BID OFFER.

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

OPTION A BID: \$ 177,683.00
(do not include Washington State Sales Tax)

OPTION B BID: \$ 129,956.00
(do not include Washington State Sales Tax)

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1, 2 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by September 1, 2023.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of zero (\$0.0) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. MC-CL-IT*370NO
(must be in effect at time of bid submittal)

U.B.I. Number 328 - 040 - 432

Washington Employment Security Department Number 221002003

Washington Excise Tax Registration Number 328 - 040 - 432

City of Spokane Business License Number T12009987BUS

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

BID SECURITY.

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

NON-COLLUSION.

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

Name of Bidder: McClintock & Turk Inc.

Darin Solberg

Signature of Bidder's Authorized Representative

Project Manager

Title

516 N. Sycamore, Spokane Wa 99202

Address

(509) 535-7641

Phone

IF INDIVIDUAL

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

date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

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

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

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF CORPORATION

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

Signed and Sworn To (or Affirmed) Before Me On March 30, 2023
date

(Seal Or Stamp)



[Signature]
Signature of Notary Public

My appointment expires 7/01/2026

SUBCONTRACTOR LIST

City of Spokane Project Name: PW ITB 5851-23 NELSON FACILITY CNG FUEL SYSTEM EXPANSION PROJECT

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

RCW 39.30.060 (as amended) states:

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

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

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): Power City Electric Inc.

Work to be performed:

All Electrical

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

Work to be performed:

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

Work to be performed:

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

Work to be performed:

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

Work to be performed:

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

05/01/2023

Date Rec'd	4/19/2023
Clerk's File #	OPR 2022-0348
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	N/A

Submitting Dept	FACILITIES MANAGEMENT
Contact Name/Phone	DAVE STEELE 625-6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	NEW CELLULAR ANTENNA INSTALLATION - EXISTING WATER TOWER

Agenda Wording

In partnership with the Water Department, the Facilities Department has a new Site Lease Agreement with the Dish Network for the water tower located at 3220 South Lamonte Street.

Summary (Background)

This location will provide additional customer service capabilities for the Dish Network and falls under the existing master lease agreement (OPR 2022-0348).

Lease? YES Grant related? NO Public Works? NO

Fiscal Impact

Revenue \$ \$38,400

Select \$

Select \$

Select \$

Budget Account

0020-88100-99999-36291-89252

#

#

#

Approvals

Dept Head	TEAL, JEFFREY
Division Director	WALLACE, TONYA
Finance	BUSTOS, KIM
Legal	PICCOLO, MIKE
For the Mayor	SMITHSON, LYNDEN

Council Notifications

Study Session\Other	04/10/2023
Council Sponsor	CM Stratton

Distribution List

dstele@spokanecity.org
klong@spokanecity.org
kbustos@spokanecity.org

Additional Approvals**Purchasing**

ACCOUNTING - LEASE
BAIRD, CHRISTI

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Facilities
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	New Cellular Antenna Installation – Existing Water Tower
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	In partnership with the Water Department, the Facilities Department has a new Site Lease Agreement with the Dish Network for the water tower located at 3220 South Lamonte Street. This location will provide additional customer service capabilities for the Dish Network and falls under the existing master lease agreement.
Proposed Council Action	Approval of New Site Lease Agreement
Fiscal Impact	
Total Revenue: <u>\$38,400 annually</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	
Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
NA – The lease expands the existing Dish Network Cell capabilities, but does not provide any significant new opportunities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
NA – The lease expands the existing Dish Network Cell capabilities, but does not provide any significant new opportunities.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

NA – The lease expands the existing Dish Network Cell capabilities, but does not provide any significant new opportunities.

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?

NA – The lease expands the existing Dish Network Cell capabilities, but does not provide any significant new opportunities.

SITE LICENSE ACKNOWLEDGMENT

This Site License Acknowledgment ("SLA") is made by and between **City of Spokane** ("Licensor"), and **DISH Wireless L.L.C.** ("Licensee") pursuant to the terms of that certain Master License Agreement between Licensor and Licensee dated _____, 2023. Capitalized terms used in this SLA have the same meaning as such terms are defined in the Master License Agreement unless otherwise indicated.

1. Site Name and/or Number:

SEGEG00020D

2. Site Address:

3220 S. Lamonte, Spokane, WA 99203

3. Site Legal Description:

MANITO PARK LTS 10,11&12 BLK 53

Parcel ID : 35322.1323

4. The Site is:

Owned by Licensor

5. General Description of Facility Licensed:

10' x 14'-3" land lease area adjacent to Water Tank; together with space on the Water Tank for up to 15 total antennas and associated communications equipment; together with non-exclusive right to install lines and cables running between the Water Tank space and land lease area and the non-exclusive right for ingress and egress pursuant to the terms of the Master License Agreement.

6. Antenna Physical Description:

See Exhibit A attached hereto and incorporated herein

7. Shelter/Cabinet Physical Description:

See Exhibit A attached hereto and incorporated herein

8. Intermodulation Study Completed and Approved (if applicable): N/A

9. Initial Site Floor Noise Measurement: N/A

ELMW

10. Drawings Received by Licensor:

See Exhibit A attached hereto and incorporated herein

11. Structural Integrity Study: TBD

12. Site Access Details and Provisions: TBD

13. Plan for Minimizing Visual Impact of Equipment at Site: N/A

14. Construction Work requested of Licensor by Licensee: TBD

15. Coordination Provisions between Licensor and Licensee: TBD

16. Monthly Fee:

\$3,200 per month, adjusted annually pursuant to Section 5.1 of the Master License Agreement

17. Additional Provisions: N/A

ELMW

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____ 2023.

Licensor:

Licensee:

City of Spokane

DISH Wireless L.L.C.

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

Clerk

APPROVED AS TO FORM:

Assistant City Attorney

STATE OF WASHINGTON)
) SS.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the **City Manager** of the **City of Spokane, Washington**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Name: _____
Dated: _____
Notary Public for the state of _____
Residing in _____
My appointment expires: _____

STATE OF _____)
) SS.
COUNTY OF _____)

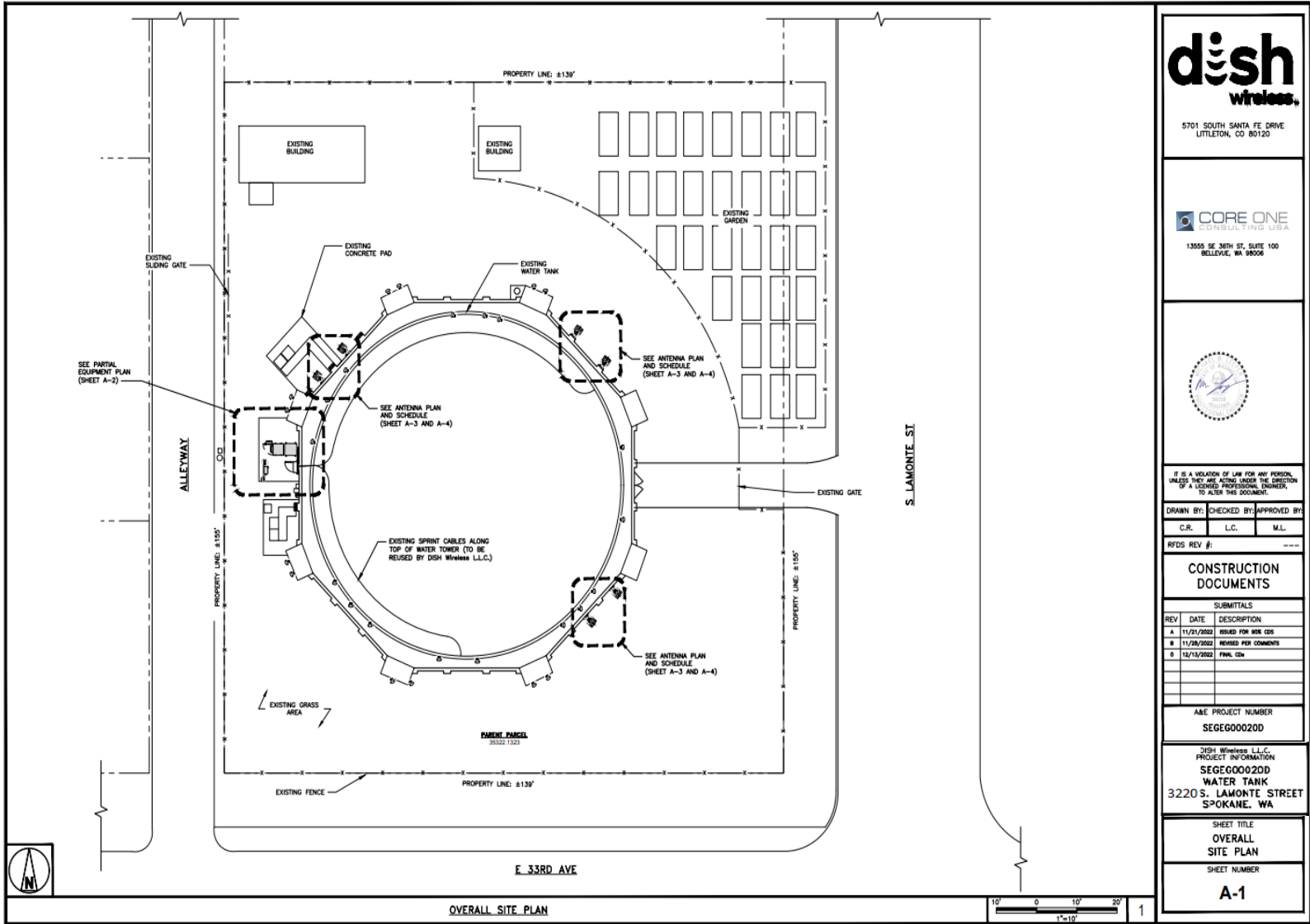
On this ____ day of _____, 2023, before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in her capacity, that by his/her signature on the instrument, the individual, or the entity, **Dish Wireless L.L.C.**, upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of _____, County of _____, State of _____.

Signature and Office of Individual
Taking Acknowledgment

Exhibit A

Licensee Construction and Design Plans

(attached)



dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

CORE ONE
CONSULTING USA

13555 SE 36TH ST, SUITE 100
BELLEVUE, WA 98006



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____
C.R. L.C. M.L.
RFDS REV #: _____

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
A	11/29/2002	ISSUED FOR PER DISH
B	11/28/2002	REVISED FOR COMMENTS
0	12/12/2002	FINAL GDR

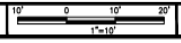
A&E PROJECT NUMBER
SEGE00020D

DISH Wireless L.L.C.
PROJECT INFORMATION
SEGE00020D
WATER TANK
3220 S. LAMONTE STREET
SPOKANE, WA

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
A-1

OVERALL SITE PLAN

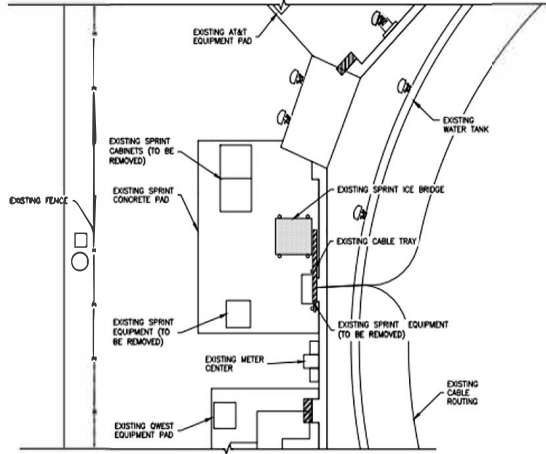




5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



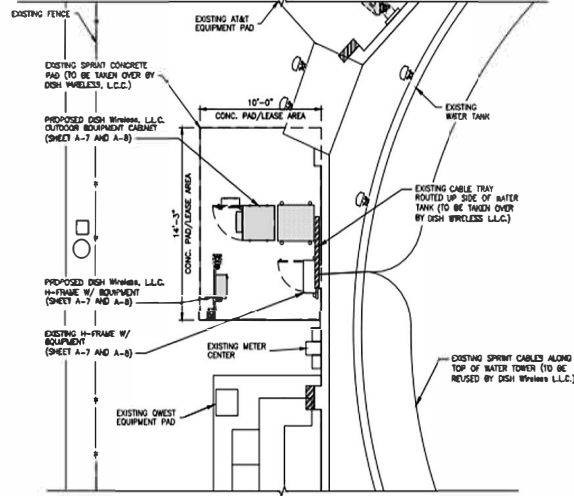
13505 SE 36TH ST, SUITE 100
BELLEVUE, WA 98008



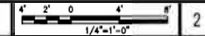
EXISTING EQUIPMENT PLAN



1



PROPOSED EQUIPMENT PLAN



2

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
C.R.	L.C.	M.L.
RFDS REV #:		

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
1	11/21/2002	ISSUED FOR BIDDING
2	11/28/2002	REVISED PER COMMENTS
3	02/13/2003	FINAL CD

PROJECT NUMBER
SEGE00020D
PROJECT INFORMATION
SEGE00020D
WATER TANK
3220 S. LAWONTE STREET
SPOKANE, WA

SHEET TITLE
EXISTING AND PROPOSED EQUIPMENT PLAN

SHEET NUMBER
A-2

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL PROPOSED UNDERGROUND UTILITY CONDUIT ROUTE.
2. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.
3. DUE TO UTILITY EASEMENT RIGHTS SPECIFIED IN THE GROUND LEASE, CUSTOMER MAY INSTALL EQUIPMENT WITHIN SPECIFIED UTILITY EASEMENT AREA. "PWR" AND "FBR" PATHS DEPICTED ON A-1 AND E-1 REPRESENT PLANNED ROUTING BASED ON BEST AVAILABLE INFORMATION INCLUDING BUT NOT LIMITED TO A SURVEY, EXHIBITS, METES AND BOUNDS OF THE UTILITY EASEMENT, FIELD VERIFICATION, PRIOR PROJECT DOCUMENTATION AND OTHER REAL PROPERTY RIGHTS DOCUMENTS. WHEN INSTALLING THE UTILITIES PLEASE LOCATE AND FOLLOW EXISTING PATH. IF EXISTING PATH IS MATERIALLY INCONSISTENT WITH "PWR" AND "FBR" PATHS DEPICTED ON A-1 AND E-1 AND SAID VARIANCE IS NOT NOTED ON CON, PLEASE NOTIFY TOWER OWNER AS FURTHER COORDINATION MAY BE NEEDED.

DC POWER WIRING SHALL BE COLOR CODED AT EACH END FOR IDENTIFYING +24V AND -48V CONDUCTORS. RED MARKINGS SHALL IDENTIFY +24V AND BLUE MARKINGS SHALL IDENTIFY -48V.

1. CONTRACTOR SHALL INSPECT THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARDS TO THE CONTRACTOR'S PRACTICE, THE SCOPE OF WORK, OR ANY OTHER ISSUE RELATED TO THIS PROJECT SHALL BE BROUGHT UP DURING THE BID PERIOD WITH THE PROJECT MANAGER FOR CLARIFICATION. NOT AFTER THE CONTRACT HAS BEEN AWARDED.
2. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODES AND ALL STATE AND LOCAL CODES, LABS, AND ORDINANCES. PROVIDE ALL COMPONENTS AND WIRING SIZES AS REQUIRED TO MEET NEC STANDARDS.
3. LOCATION OF EQUIPMENT, CONDUIT AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE COORDINATED WITH FIELD CONDITIONS PRIOR TO CONSTRUCTION.
4. CONDUIT ROUGH-IN SHALL BE COORDINATED WITH THE MECHANICAL EQUIPMENT TO AVOID LOCATION CONFLICTS. VERIFY WITH THE MECHANICAL EQUIPMENT CONTRACTOR AND COMPLY AS REQUIRED.
5. CONTRACTOR SHALL PROVIDE ALL BREAKERS, CONDUITS AND CIRCUITS AS REQUIRED FOR A COMPLETE SYSTEM.
6. CONTRACTOR SHALL PROVIDE PULL BOXES AND JUNCTION BOXES AS REQUIRED BY THE NEC ARTICLE 314.
7. CONTRACTOR SHALL PROVIDE ALL STRAIN RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
8. ALL DISCONNECTS AND CONTROLLING DEVICES SHALL BE PROVIDED WITHI ENGRAINED PHENOLIC NAMEPLATES INDICATING EQUIPMENT CONTROLLED, BRANCH CIRCUITS INSTALLED ON, AND PANEL FIELD LOCATIONS FED FROM.
9. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS PER THE SPECIFICATIONS AND NEC 250. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BONDED AT ALL JUNCTION BOXES, PULL BOXES, AND ALL DISCONNECT SWITCHES, AND EQUIPMENT CABINETS.
10. ALL NEW MATERIAL SHALL HAVE A U.L. LABEL.
11. PANEL SCHEDULE LOADING AND CIRCUIT ARRANGEMENTS REFLECT POST-CONSTRUCTION EQUIPMENT.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR AS-BUILT PANEL SCHEDULE AND SITE DRAWINGS.
13. ALL TRENCHES IN COMPOUND TO BE HAND DUG



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



13535 SE 38TH ST, SUITE 100
BELLEVUE, WA 98008



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DRAWN BY: CHECKED BY: APPROVED BY:

C.R. L.C. M.L.

RFDS REV #:

CONSTRUCTION DOCUMENTS

SUBMITTALS

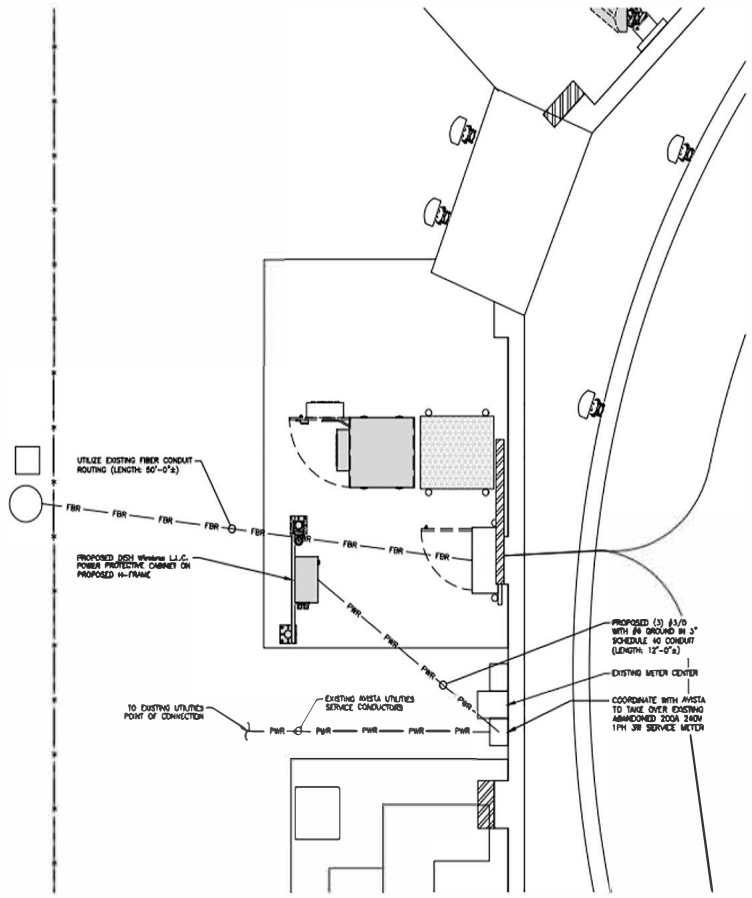
REV	DATE	DESCRIPTION
A	11/21/2022	ISSUED FOR BIDDING
B	11/28/2022	REVISED PER COMMENTS
D	12/13/2022	FINAL CON

ASE PROJECT NUMBER
SEGE600020D

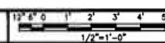
DISH Wireless L.L.C.
PROJECT INFORMATION
SEGE600020D
WATER TANK
3220 S. LAMONTE STREET
SPOKANE, WA

SHEET TITLE
ELECTRICAL/FIBER ROUTE
PLAN AND NOTES

SHEET NUMBER
E-1



UTILITY ROUTE PLAN



1

ELECTRICAL NOTES

NO SCALE

2

Upon Recording, Return to:

DISH Wireless L.L.C.
Attention: Lease Administration
5701 S. Santa Fe Dr.
Littleton, CO 80120
Re: SEGEG00020D

(Space above for Recorder's Office)

MEMORANDUM OF SITE LEASE AGREEMENT

This Memorandum of Site Lease Agreement ("**Memorandum**") is made this ___ day of _____, 20__, by and between City of Spokane ("**Landlord**"), DISH Wireless L.L.C., a Colorado limited liability company ("**Tenant**"). Tenant and Landlord are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**." This Memorandum is summarized as follows:

1. Tenant and Landlord entered into a Site Lease Agreement ("**Agreement**") with an effective date of _____, 20__, for the purpose of installation, operation, maintenance, and management of a wireless communications facility. All of the foregoing, in addition to the provisions set forth in the Agreement between the Parties, are incorporated by reference and made a part herein.
2. Landlord, or one of its affiliates, is the owner of a certain portion of real property located at 3220 S. Lamonte, Spokane, WA 99203 being more particularly described in **Exhibit A**, attached hereto and made a part herein (the "**Property**").
3. Landlord has leased to Tenant and Tenant has leased from Landlord, space for Tenant's equipment installation on the Property in the locations as described or depicted in **Exhibit B**, attached hereto and made a part hereof (the "**Premises**"), that includes certain right of ways or grants of easements for access and utilities as provided in the Agreement (which may or may not be described or depicted in **Exhibit B**) which easements are in effect, or may be acquired, or granted, throughout the term of the Agreement as renewed or extended subject to the terms and conditions as set forth in the Agreement.
4. The Agreement has an Initial Term of five (5) years commencing on the **Commencement**

Date, as defined in the Agreement. Tenant shall have the right, at its election, to extend the term of the Agreement, by three (3) additional terms of five (5) years each or in any other such manner as prescribed in the Agreement. If all options to renew are exercised, the Agreement will have a term of twenty (20) years from the Commencement Date, unless Tenant elects not to renew the Agreement at the end of then-current term by giving Landlord written Notice at the least ninety (90) days prior to the end of then-current Term.

5. Landlord and Tenant possess duplicate copies of the originals of the Agreement at the addresses set forth above and reference should be made thereto for a more detailed description thereof and for resolution of any questions pertaining thereto.
6. It is expressly understood and agreed by all Parties that the sole purpose of this Memorandum is to give record notice of the Agreement; it being distinctly understood and agreed that said Agreement constitutes the entire agreement between Landlord and Tenant with respect to the Premises and is hereby incorporated by reference. The Agreement contains and sets forth additional rights, terms, conditions, and obligations not enumerated within this Memorandum which govern the Agreement. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this Memorandum, the terms of the Agreement shall control. The rights and obligations set forth in the Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns.

[Reminder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Site Lease Agreement as of the day and year last written below.

LANDLORD:

City of Spokane

TENANT:

DISH Wireless L.L.C.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

[Remainder of page intentionally left blank. Acknowledgement page follows.]

LANDLORD'S ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared _____(person/company) to me known to be the identical person who executed the within and foregoing instrument as its _____(title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said **City of Spokane**, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____
Commission No: _____

TENANT'S ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared _____ of DISH Wireless L.L.C. to me known to be the identical person who executed the within and foregoing instrument as its _____(title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said **DISH Wireless L.L.C.**, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____
Commission No: _____

EXHIBIT A

Legal Description of the Property

Property Address: 3220 S. Lamonte, Spokane, WA 99203

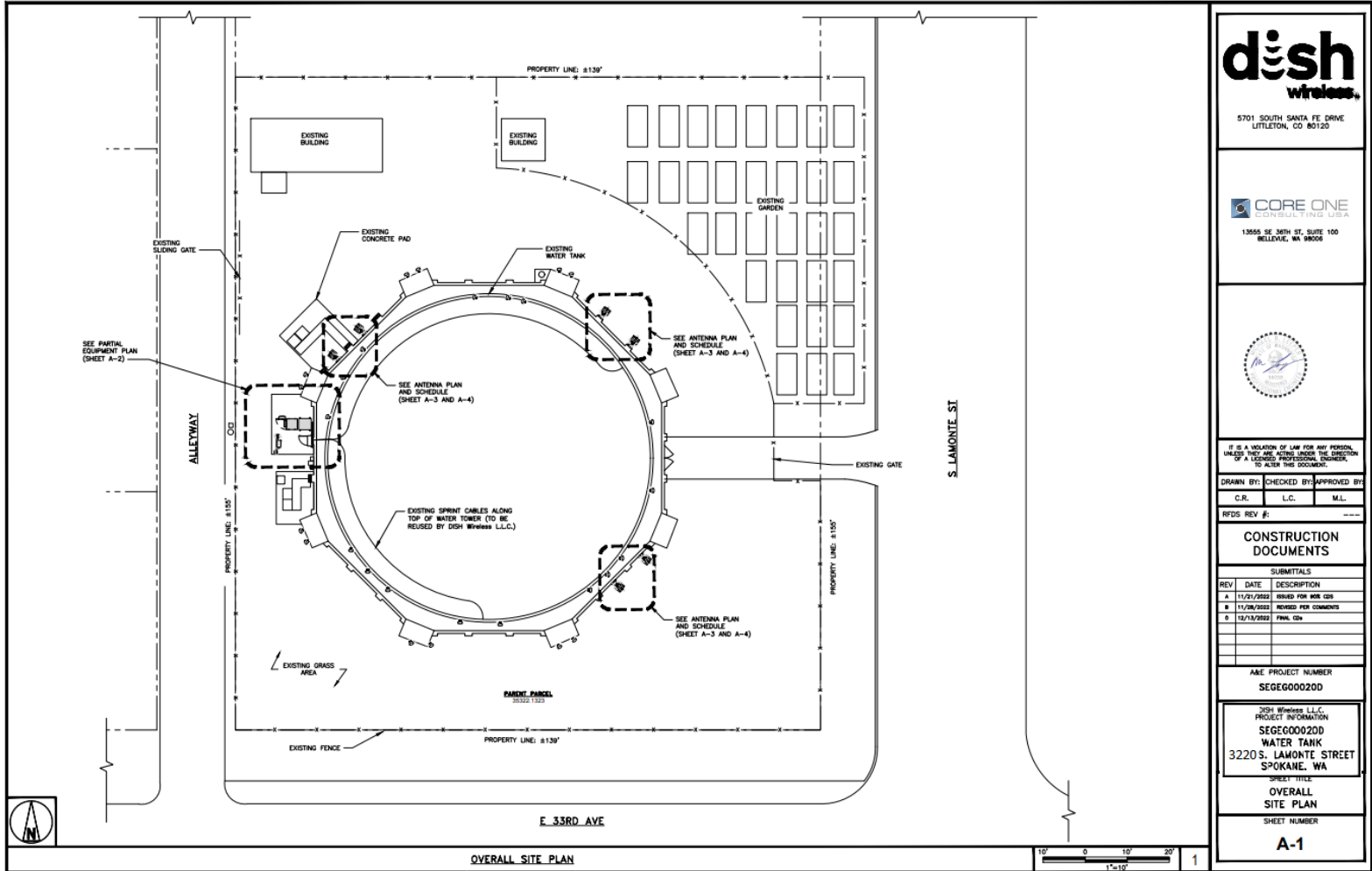
Parcel Identification Number: 35322.1323

Legal Description of the Property:

Lots 10, 11, and 12 of Block 53 MANITO PARK in the City of Spokane, Spokane County, Washington.

EXHIBIT B

The Premises



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



13055 SE 38TH ST, SUITE 100
BELLEVUE, WA 98006



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DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____
C.R. L.C. M.L.

RIFDS REV #: _____

CONSTRUCTION DOCUMENTS

SUBMITTALS	
REV	DATE DESCRIPTION
A	11/21/2022 ISSUED FOR PER CDR
B	11/28/2022 REVISION FOR COMMENTS
0	12/12/2022 FINAL CDR

AAE PROJECT NUMBER
SEGE00020D

DISH Wireless L.L.C.
PROJECT INFORMATION
SEGE00020D
WATER TANK
3220 S. LAMONTE STREET
SPOKANE, WA

SHEET TITLE
OVERALL SITE PLAN

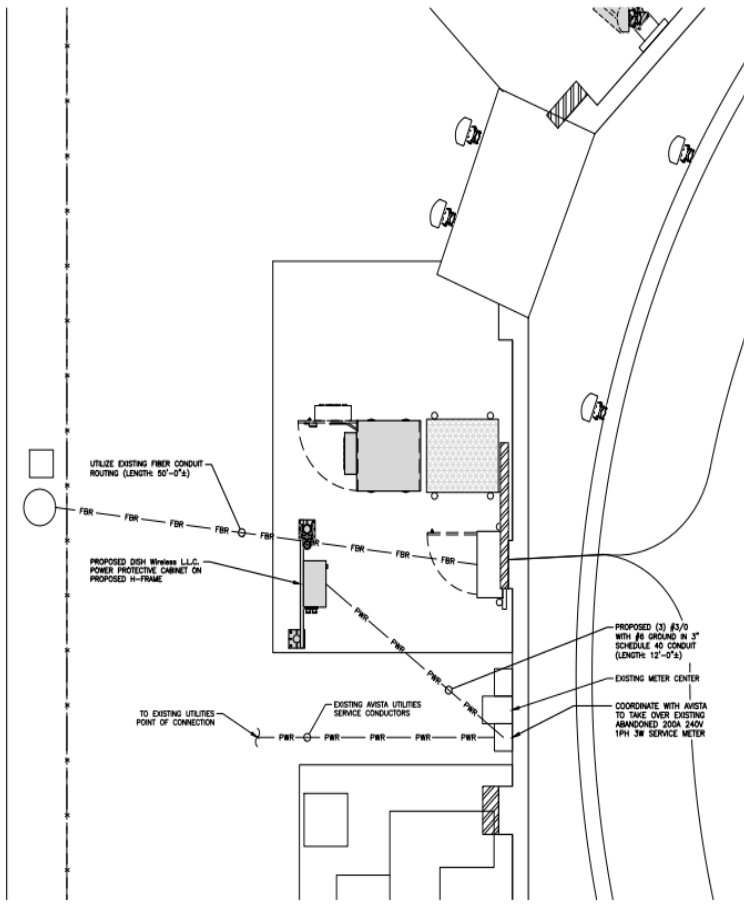
SHEET NUMBER
A-1

NOTES

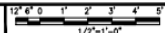
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UTILITY ROUTE PLAN



1

ELECTRICAL NOTES

NO SCALE 2



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



13055 SE 36TH ST, SUITE 100
BELLEVUE, WA 98006



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DRAWN BY:	CHECKED BY:	APPROVED BY:
C.R.	L.C.	M.L.

RFDS REV #:

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
A	11/21/2022	ISSUED FOR BIDDING
B	11/28/2022	REVISED PER COMMENTS
D	12/13/2022	FINAL CDn

AKE PROJECT NUMBER
SEGE00020D

DISH Wireless L.L.C.
PROJECT INFORMATION
SEGE00020D
WATER TANK
3220 S. LAMONTE STREET
SPOKANE, WA

SHEET TITLE
ELECTRICAL/FIBER ROUTE PLAN AND NOTES

SHEET NUMBER
E-1

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

05/01/2023

Date Rec'd	4/11/2023
Clerk's File #	OPR 2022-0844
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR 24865

Submitting Dept	FACILITIES MANAGEMENT
Contact Name/Phone	DAVE STEELE 6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5900 FACILITIES INTERMODAL SNOW REMOVAL AND LANDSCAPING

Agenda Wording

Contract Amendment with Transblue of \$52,888 for Intermodal Facility - Snow & Ice removal and landscaping.

Summary (Background)

The Facilities Department contracted for landscape maintenance and snowplowing/de-icing at the Intermodal Facility. With the heavier than usual winter season, there are additional snow and de-ice charges of \$52,888 that are captured under this addendum.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ \$25,638.00

Expense \$ \$27,250.00

Select \$

Select \$

Budget Account

5900-71300-18300-54206-89006

5900-71300-18300-54212-89006

#

#

Approvals**Dept Head** TEAL, JEFFREY**Division Director** WALLACE, TONYA**Finance** BUSTOS, KIM**Legal** BEATTIE, LAUREN**For the Mayor** SMITHSON, LYNDEN**Council Notifications****Study Session\Other** 04/10/2023 Urban Experience**Council Sponsor** CM Stratton**Distribution List**

klong@spokanecity.org

kbustos@spokanecity.org

hhaws@spokanecity.org

jteal@spokanecity.org

Purchasing

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Facilities
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	TransBlue – Contract Amendment for Intermodal Facility - Snow & Ice Removal
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	The Facilities Department, contracted for landscape maintenance and snowplowing / de-icing at the Intermodal Facility at a cost of \$54,500 (with a not to exceed of \$50,000). With the heavier than usual winter season, there are additional snow and de-ice charges of \$37,000 that are captured under this addendum.
Proposed Council Action	Approval of Contract Amendment
Fiscal Impact Total Cost: \$91,500 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: Varied Departments Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) NA	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <p style="text-align: center;">This contract pays for snow & ice removal at the Intermodal Facility, this allows for predictable, safe, and secure bus and train transit. These services are predominately used by moderate to low-income clients.</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <p style="text-align: center;">This contract pays for snow & ice removal at the Intermodal Facility, this allows for predictable, safe, and secure bus and train transit. No data is collected on transit riders.</p>	

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

Effectiveness is measured in reduced trip and fall claims, and reduced incidents related to weather.

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 contract pays for snow & ice removal at the Intermodal Facility, this allows for predictable, safe, and secure bus and train transit. These services are predominately used by moderate to low-income clients.



City of Spokane
CONTRACT AMENDMENT
Title: **LANDSCAPING AND SNOW
REMOVAL AT INTERMODAL**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **TRANSBLUE**, whose address is 19916 Old Owen Road #252, Monroe, Washington 98272 as (“Contractor”) individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide snow removal and landscaping services at Intermodal; and

WHEREAS, additional funds are required to continue the work for the remainder of the contract term, thus the original Contract needs to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated November 6, 2022 and November 8, 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 TERM.

This Contract Amendment shall become effective on January 1, 2023 and shall run through October 31, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY-TWO THOUSAND EIGHT HUNDRED EIGHTY-EIGHT AND NO/100 DOLLARS (\$52,888.00)**, including tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

TRANSBLUE

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:
05/01/2023

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: 4/21/2023. Total:\$14,517,129.76 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$14,085,362.19

Summary (Background)

Pages 1-39 Check numbers: 593626 - 593818. ACH payment numbers: 115236 - 115563. On file for review in City Clerk's Office: 39 Page listing of Claims Note:

Lease? NO	Grant related?	Public Works? NO
Fiscal Impact		Budget Account
Expense \$ 14,085,362.19		# 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	KIRK, JESSICA		
Additional Approvals			
Purchasing			

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 16

APPROVAL FUND SUMMARY

DATE: 04/24/23
TIME: 08:09
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	690,790.61
1100	STREET FUND	298,211.51
1200	CODE ENFORCEMENT FUND	11,909.79
1300	LIBRARY FUND	44,083.86
1380	TRAFFIC CALMING MEASURES	451,875.16
1400	PARKS AND RECREATION FUND	60,801.39
1425	AMERICAN RESCUE PLAN	41,726.90
1460	PARKING METER REVENUE FUND	7,863.35
1590	HOTEL/MOTEL TAX FUND	108,310.18
1620	PUBLIC SAFETY & JUDICIAL GRANT	2,870.21
1625	PUBLIC SAFETY PERSONNEL FUND	32,275.45
1640	COMMUNICATIONS BLDG M&O FUND	544.59
1680	CD/HS OPERATIONS	11,102.74
1910	CRIMINAL JUSTICE ASSISTANCE FD	435,201.20
1950	PARK CUMULATIVE RESERVE FUND	4,514.60
1970	FIRE/EMS FUND	366,906.28
2350	SPECIAL ASSESSMENT GUARANTY FD	5,777.00
3200	ARTERIAL STREET FUND	8,483.00
4100	WATER DIVISION	335,733.58
4250	INTEGRATED CAPITAL MANAGEMENT	426,553.02
4300	SEWER FUND	618,501.89
4480	SOLID WASTE FUND	1,658,864.93
4600	GOLF FUND	7,768.16
4700	DEVELOPMENT SVCS CENTER	41,021.11
5100	FLEET SERVICES FUND	270,373.73
5200	PUBLIC WORKS AND UTILITIES	11,180.76
5300	IT FUND	385,184.75
5400	REPROGRAPHICS FUND	1,477.96
5500	PURCHASING & STORES FUND	5,477.25
5600	ACCOUNTING SERVICES	24,840.05
5700	MY SPOKANE	13,796.02
5750	OFFICE OF PERFORMANCE MGMT	4,746.44
5800	RISK MANAGEMENT FUND	77,050.80
5810	WORKERS' COMPENSATION FUND	14,355.65
5820	UNEMPLOYMENT COMPENSATION FUND	821,918.73
5830	EMPLOYEES BENEFITS FUND	2,005,040.85
5900	FACILITIES MANAGEMENT FUND OPS	62,661.40
5904	FACILITIES CAPITAL	39,333.74
6060	EMPLOYEES' RETIREMENT FUND	1,487.31
6070	FIREFIGHTERS' PENSION FUND	31,632.71
6080	POLICE PENSION FUND	123,439.34
6255	LAW ENFORCEMENT RECORDS MGMT	20,469.00
6730	PARKING & BUSINESS IMPROV DIST	11,416.79
6920	CLAIMS CLEARING FUND	37,761.08
6960	SALARY CLEARING FUND NEW	3,082,366.31
	TOTAL:	12,717,701.18

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 16

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 04/24/23
TIME: 08:09
PAGE: 1

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	6,169.04	25.62	315.08
00593626	CHARLES FAGGIANO	23,342.15		
00593627	ISAIAH HARDIN	14,418.93		
00593628	UNITED CROWN PUMP AND DRILLI			2,184.26
00593629	WHITWORTH UNIVERSITY AQUATIC			990.00
00593630	AAA SWEEPING	950.74		
00593631	CENTURYLINK	55.05		
00593632	DGT ENTERPRISES LLC	5,345.00		
00593633	HACH COMPANY	4,408.87		
00593634	JESSE HERBOLDT	180.00		
00593635	WAYNE PEDERSON	30.00		
00593636	VALLEY EMPIRE COLLECTION	45.09		
00593637	VALLEY EMPIRE COLLECTION	59.30		
00593638	HOLGER CABAN	264.64		
00593639	IRON HORSE LLC	1,500.00		
00593640	ESTATE OF BETTIE R SIMMONS	72.50		
00593641	THE EASY HOME BUYER	272.93		
00593642	VERIZON AP	152.00		
00593643	MARUBENI AMERICA CORPORATION	7,389.33		
00593644	JHAB3 CO	3,810.46		
00593645	NORTH SPOKANE IRRIGATION	5.00		
00593646	O'REILLY AUTOMOTIVE STORES I	32.69		
00593647	POINTE PEST CONTROL	130.80		
00593648	SAFETY KLEEN CORPORATION	179.50		
00593649	SIEMENS ENERGY INC	334,769.95		
00593650	SIX ROBBLEES INC	145.85		
00593651	SPOKANE CITY TREASURER OR	518,785.52		
00593652	STONEWAY ELECTRIC SUPPLY	4,481.26		
00593653	WA STATE DEPT OF LABOR &	501.75		
00593654	WA STATE DEPT OF REVENUE	12,275.39		
00593655	WA STATE EMPLOYMENT SECURITY	410,951.34		
00593656	WA STATE PATROL	8,831.50		
00593657	WHITWORTH WATER DISTRICT NO	28.08		
00593658	AUNTIES INC		195.98	
00593659	CENTER POINT PUBLISHING INC		284.64	
00593660	CHRISTOPHER LAMB		50.00	
00593661	STEPHEN PITTERS		50.00	
00593662	REFRIGERATION SUPPLIES		2,984.72	
00593663	WA STATE DEPT OF REVENUE		56.98	
00593664	AT&T MOBILITY	12,370.47		
00593665	BROADWAY TRUCK STOP/DIV OF	215.00		
00593666	LOGAN CALLEN	298.00		
00593667	TREVOR HOLMES	180.00		
00593668	REDMOND POLICE DEPARTMENT	546.00		
00593669	CALLIE WINKELMAN	25.00		
00593670	MORGAN ANDERSEN OR	305.00		
00593671	JUSTIN ZUGISH	243.00		
00593672	STEPHEN JOHN & LINDA MARIE	305.00		
00593673	JONATHAN HAMMOND	305.00		
00593674	GOODALE & BARBIERI	76.00		
00593675	AUSTIN FRASER	210.00		
00593676	WSU c/o BILL PIERCE,	210.00		
00593677	SMITH CONSTRUCTION SERVICES	500.00		

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 16

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 04/24/23
TIME: 08:09
PAGE: 2

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00593678	FORWARD	209.77		
00593679	FORWARD	123.69		
00593680	CIERRA FIGUEROA-TORRES	140.80		
00593681	NUKEY REALTY & PROPERTY	123.13		
00593682	MARK MURPHY	1,500.00		
00593683	FORWARD	89.50		
00593684	ACME EXCAVATING	1,500.00		
00593685	ACI NORTHWEST INC	29.77		
00593686	RC SCHWARTZ	122.24		
00593687	MATTHEW MCCORD	464.00		
00593688	ANDREW MONTGOMERY	130.00		
00593689	O'REILLY AUTOMOTIVE STORES I	45.77		
00593690	POINTE PEST CONTROL	136.25		
00593691	JAMIE SIMPSON	585.07		
00593692	SIX ROBBLEES INC	1,047.19		
00593693	ROBERT E STOFFREGEN MA PS	6,975.00		
00593694	KAITLIN THURMAN	230.00		
00593695	T-MOBILE USA INC	75.00		
00593696	WA STATE EMPLOYMENT SECURITY	410,951.34		
00593697	NADINE WOODWARD	377.89		
00593698	WA STATE DEPT OF REVENUE			35,084.42
00593759	ALASKA RUBBER GROUP INC	67.58		
00593760	BIG SKY INDUSTRIAL/DIV OF	2,359.85		
00593761	DIRECT AUTOMOTIVE DISTRIBUTI	821.31		
00593762	KAISER FOUNDATION HEALTH OF	16,021.48		
00593763	KAISER FOUNDATION HEALTH OF	2,357.00		
00593764	KAISER FOUNDATION HEALTH OF	5,731.40		
00593765	KAISER FOUNDATION HEALTH OF	13,782.88		
00593766	KERRY MURINKO	1,472.00		
00593767	MAINSTREAM ELECTRIC LLC	150.00		
00593768	JOHNSON CONTROLS SEC SOL LLC	20.00		
00593769	BD DEVELOPMENT MANAGEMENT	25.00		
00593772	COMCAST			156.74
00593773	COMCAST			657.20
00593774	INLAND EMPIRE GOLF COURSE			310.00
00593775	MEGAN DYSON			58.00
00593776	REBECCA DURFEE			166.75
00593777	CSWW INC			866.03
00593778	NW PLAYGROUND EQUIPMENT INC			8,905.47
00593779	PACIFIC CUSTOMER SPORTSWEAR,			847.58
00593780	PARK DEPT IMPREST FUND			131.54
00593781	TORRE REFUSE & RECYCLING DBA			975.00
00593782	CHILD SUPPORT SERVICES	934.96		
00593783	CALIFORNIA STATE DISBURSEMEN	221.11		
00593784	HUMAN RESOURCES	771.50		
00593785	ICMA RETIREMENT TRUST 457	506,979.59		
00593786	ICMA RETIREMENT TRUST 457 LO	48,184.08		
00593787	ING LIFE INSURANCE & ANNUITY	139,399.81		
00593788	JIT TRUCK PARTS LLC	81.17		
00593789	NEW JERSEY SUPPORT PAYMENT	179.83		
00593790	OFFICE OF THE ATTORNEY GENER	200.00		
00593791	O'REILLY AUTOMOTIVE STORES I	316.08		
00593792	BRANDON PASCHAL	34.86		

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 16

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 04/24/23
TIME: 08:09
PAGE: 3

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00593793	PEOPLE QUALIFIED COMMITTEE	7.00		

00593794	PRE-PAID LEGAL SERVICES INC	361.14	
00593795	SIX ROBBLEES INC	71.49	
00593796	SPECIAL ASPHALT PRODUCTS	12,841.10	
00593797	STATE DISBURSMENT UNIT	862.58	
00593798	UNITED STATES TREASURY	12.50	
00593799	US BANK OR CITY TREASURER	1,744,776.58	
00593800	BYRON C VASECKA	136.00	
00593801	VOYA FINANCIAL LOAN REPAYMEN	638.34	
00593802	WA GET PROGRAM	345.00	
00593803	WA STATE SUPPORT REGISTRY OR	17,671.17	
00593804	WASHINGTON LEOFF	963,107.65	
00593805	WESTERN STATES POLICE MEDICA	3,250.00	
00593806	WM RECYCLE AMERICA LLC	118,965.91	
00593807	WSCCCE, AFSCME, AFL-CIO	339.57	
00593808	ADAMS TRACTOR CO INC		36.92
00593809	AT&T		69.45
00593810	BALL HORTICULTURAL CO		3,500.84
00593811	CENTURYLINK		107.04
00593812	CENTURYLINK COMMUNICATIONS I		516.07
00593813	COMCAST		198.01
00593814	COMCAST		188.38
00593815	DS SERVICES OF AMERICA INC		73.42
00593816	LITTLE FISH PRODUCTIONS LLC		6,200.00
00593817	SPOKANE PUMP INC		1,657.82
00593818	WAXIE SANITARY SUPPLY		2,532.72
80115236	UNIVERSAL PROTECTION SERVICE	499.32	
80115237	ALSCO DIVISION OF ALSCO INC		13.74
80115238	NORTHWEST INDUSTRIAL SERVICE		1,676.94
80115239	BLUEBIRD TREE CARE INC		3,597.00
80115240	DOWNTOWN SPOKANE PARTNERSHIP	11,416.79	
80115241	HARWIN LLC		768.45
80115242	GORLEY LOGISTICS LLC		50.74
80115243	J R SWIGART COMPANY INC	39,333.74	
80115244	NATIONAL ASSN FOR CIVILIAN	4,500.00	
80115245	NORTH COUNTRY SERVICES LLC	2,139.46	
80115246	PRIME ACTUARIAL CONSULTING L	7,560.00	
80115247	SINTO SENIOR CENTER		6,434.17
80115248	SOUTHWEST SPOKANE COMMUNITY		3,328.92
80115249	SPOKANE COUNTY TREASURER	491,685.11	
80115250	US BANK TRUST NA	100,000.00	
80115251	ZERO DB COMMUNICATIONS LLC		6,896.34
80115252	ACRANET CBS BRANCH/DIV OF	1,852.50	
80115253	ACTION MATERIALS	2,871.57	
80115254	ALS LABORATORY GROUP	175.00	
80115255	ALSCO DIVISION OF ALSCO INC	94.91	
80115256	NORTHWEST INDUSTRIAL SERVICE	1,366.40	
80115257	ARAMARK UNIFORM SERVICES	6.82	
80115258	ATLAS COPCO USA HOLDINGS INC	141,338.86	
80115259	AVISTA UTILITIES	163,766.97	5,684.81
80115260	BAKER & TAYLOR BOOKS		14,134.08
80115261	BLIND SYSTEMS INC		13,704.57
80115262	CABOT NORIT AMERICAS INC	21,420.00	

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 16

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 04/24/23
TIME: 08:09
PAGE: 4

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80115263	CATHOLIC CHARITIES	29,115.54		
80115264	CENGAGE LEARNING INC		409.13	
80115265	CINTAS CORPORATION	6,151.14	76.30	
80115266	COLEMAN OIL COMPANY LLC	5,805.35		
80115267	CONTRACT DESIGN ASSOCIATES I	7,405.03		

80115268	COPIERS NORTHWEST INC	0.10	
80115269	CORE & MAIN LP	889.27	
80115270	DELL MARKETING LP		284.49
80115271	DESIGNER DECAL INC		256.47
80115272	DEVRIES INFORMATION MANAGEME	225.45	
80115273	DYKMAN ELECTRIC INC	569.58	
80115274	ELJAY OIL CO INC	1,301.49	
80115275	ELKINS EARTHWORKS LLC	25,861.96	
80115276	EUROFINS ENVIRONMENT TESTING	1,032.20	
80115277	EVERGREEN STATE TOWING LLC	218.00	
80115278	FASTENAL CO	2,850.92	
80115279	FEDERAL EXPRESS CORP/DBA FED	294.73	
80115280	FELTON FIRE SERVICE LLC	500.86	
80115281	FIELD INSTRUMENTS & CONTROLS	2,768.67	
80115282	GORLEY LOGISTICS LLC	50.74	
80115283	FIREPOWER INC	408.76	
80115284	GEOCKO INC.	133,136.99	
80115285	FRONTIER BEHAVIORAL HEALTH	8,708.67	
80115286	GALLS LLC	3,816.26	
80115287	GOODWILL INDUSTRIES OF THE	203,905.31	
80115288	GORDON TRUCK CENTERS INC DBA	188.07	
80115289	GRID SOLUTIONS LLC	5,040.00	
80115290	GUNARAMA WHOLESALE INC	153.20	
80115291	HELVETICKA INC		12,719.75
80115292	HILL INTERNATIONAL INC		16,171.25
80115293	HITACHI ZOSEN INOVA U.S.A.	552,763.67	
80115294	HUGHES FIRE EQUIPMENT INC	884.64	
80115295	HUMANIX HUMAN RESOURCE		1,786.00
80115296	INLAND ENVIRONMENTAL RESOURC	15,489.76	
80115297	JENNY TUPPER MOOMAW	1,132.75	
80115298	KANOPY INC		2,837.00
80115299	KENWORTH SALES COMPANY	15,066.60	
80115300	LIBERTY PARK COMMUNITY	3,346.93	
80115301	LIFE ASSIST INC	908.08	
80115302	LOOMIS ARMORED US INC	2,595.93	
80115303	LUTHERAN COMMUNITY SERVICES	2,275.45	
80115304	MCNEILUS TRUCK & MFG CO/DIV	489.93	
80115305	MERIDIAN CONSTRUCTION INC		57,433.09
80115306	MIDWEST TAPE		10,056.72
80115307	MOTION AUTO SUPPLY	489.03	
80115308	MOVHER LLC	6,811.29	
80115309	NAPA AUTO PARTS	2,725.32	
80115310	LEGEND INVSTMENTS CORP	4,296.36	
80115311	NE COMMUNITY CENTER ASSN	28,883.98	
80115312	NEPTUNE TECHNOLOGY GROUP INC	37,716.98	
80115313	NORCO INC	2,435.70	
80115314	ONLINE CLEANING SERVICES	41,550.80	
80115315	ORCA PACIFIC INC	3,161.00	

REPORT: PG3640

CITY OF SPOKANE

DATE: 04/24/23

SYSTEM: FMSAP

COUNCIL CHECK RANGE/TOTAL

TIME: 08:09

USER: MANAGER

PAGE: 5

RUN NO: 16

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80115316	OVERDRIVE INC		12,694.71	
80115317	OXARC INC	11,582.34		
80115318	PAPE MACHINERY INC	230.15		
80115319	PETE LIEN & SONS INC	33,207.37		
80115320	POLYDYNE INC	45,861.75		
80115321	POMP'S TIRE SERVICE INC	5,555.44		
80115322	PROQUEST LLC		6,041.59	
80115323	JULIE JOHNSON SCHAFFER	275.00		
80115324	BRANDSAFWAY SERVICES INC	7,634.97		

80115325	SECURITAS SECURITY SERVICES		48,047.99	
80115326	SIEMENS INDUSTRY INC	2,893.95		
80115327	MCLOUGHLIN & EARDLEY GROUP	980.61		
80115328	SITEONE LANDSCAPE SUPPLY LLC	30.41		
80115329	SPOKANE NEIGHBORHOOD ACTION	35,990.54		
80115330	SOLID WASTE SYSTEMS INC	13,445.59		
80115331	SPECIALTY MOBILE MIX INC	713.95		
80115332	SPECIALTY MACHINING & MFG CO	1,896.60		
80115333	SPOKANE HARDWARE SUPPLY INC		82.34	
80115334	SPOKANE HOUSE OF HOSE INC	1,514.80		
80115335	COWLES PUBLISHING COMPANY	236.06		
80115336	TACOMA SCREW PRODUCTS INC	16.58		
80115337	TIERRA RIGHT OF WAY	4,496.00		
80115338	TIFCO INDUSTRIES	163.37		
80115339	TRAFFIC SAFETY SUPPLY INC	446.36		
80115340	TRANSPORT EQUIPMENT INC	656.96		
80115341	TRM SERVICES INC		2,545.69	
80115342	ULINE INC		557.37	
80115343	VERIZON WIRELESS	1,116.24		
80115344	VOLUNTEERS OF AMERICA OF	37,858.23		
80115345	WASHINGTON EQUIPMENT	238.44		
80115346	WENDLE FORD NISSAN ISUZU	2,406.99		
80115347	WEST MARINE PRODUCTS INC	463.43		
80115348	WESTERN REFUSE & RECYCLING	1,602.60		
80115349	YFA CONNECTIONS	2,083.33		
80115350	JENNIE ANDERSON		120.52	
80115351	CATHERINE G BAKKEN		77.95	
80115352	DAVID MOSS	1,486.12		
80115353	SUMITTRA A SHADDUCK		14.41	
80115354	ALSCO DIVISION OF ALSCO INC			232.37
80115355	AMERICAN TRAFFIC SOLUTIONS I	446,046.24		
80115356	ANYTIME TOWING & RECOVERY	553.72		
80115357	ARAMARK UNIFORM SERVICES	916.75		
80115358	AVISTA CORPORATION	38,834.85		
80115359	AVISTA UTILITIES	20,334.65		
80115360	JOHN MENETTO	3,080.00		
80115361	BANNER FURNACE & FUEL	337.90		
80115362	BUDINGER & ASSOCIATES INC	4,151.12		
80115363	CINTAS CORPORATION	16,057.43		
80115364	CLEAN ENERGY INC	18,966.41		
80115365	COFFMAN ENGINEERS INC	6,812.35		
80115366	COLEMAN OIL COMPANY LLC	6,714.82		
80115367	COMMONSTREET CONSULTING LLC	4,331.88		
80115368	CONTRACT DESIGN ASSOCIATES I	1,021.53		

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 16

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 04/24/23
TIME: 08:09
PAGE: 6

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80115369	CORE & MAIN LP	60,025.69		
80115370	L N CURTIS & SONS	6,137.18		
80115371	DELL MARKETING LP	96.78		
80115372	EVCO SOUND & ELECTRONICS			579.34
80115373	EVERGREEN STATE TOWING LLC	165.68		
80115374	FASTENAL CO	7,700.09		
80115375	GORLEY LOGISTICS LLC	202.95		
80115376	FIRST AMERICAN TITLE INS	5,777.00		
80115377	GALLS LLC	193.74		
80115378	GUNARAMA WHOLESALE INC	3,443.17		
80115379	KENWORTH SALES COMPANY	1,824.27		
80115380	KEY CODE MEDIA INC	9,483.00		
80115381	LIFE ASSIST INC	386.38		

80115382	LOOMIS ARMORED US INC	614.06	
80115383	LSB CONSULTING ENGINEERS PLL	3,965.00	
80115384	LUTHERAN COMMUNITY SERVICES	5,776.05	
80115385	MANENE LANGUAGE SERVICES LLC	3,549.00	
80115386	MARK ANDY INC	42.44	
80115387	MR CAR WASH	345.00	
80115388	NAPA AUTO PARTS	1,580.90	
80115389	NORCO INC	582.06	
80115390	NORFOLK BEARINGS & SUPPLY CO	10,400.00	
80115391	OCHOCO MANUFACTURING CORP	5,822.89	
80115392	PACWEST MACHINERY LLC	25,622.23	
80115393	PARAMETRIX INC	2,720.00	
80115394	PARTNERS WITH FAMILIES &	10,031.27	
80115395	PETE LIEN & SONS INC	11,203.55	
80115396	POMP'S TIRE SERVICE INC	6,332.52	
80115397	PREMERA BLUE CROSS OR	221,564.82	
80115398	RIVER PARK SQUARE LLC	620.00	
80115399	MATT HOUSTON	400.00	
80115400	SPOKANE NEIGHBORHOOD ACTION	161,995.22	
80115401	SPOKANE COUNTY TREASURER	11,661.00	
80115402	SPOKANE CRANE & MACHINERY	1,103.63	
80115403	SPOKANE FOOD POLICY COUNCIL	41,339.88	
80115404	SPOKANE HOUSE OF HOSE INC	128.46	
80115405	SPOKANE PUBLIC FACILITIES	108,310.18	
80115406	SPRAGUE PEST CONTROL/DIV OF		276.15
80115407	STELLAR INDUSTRIAL SUPPLY IN	160.51	
80115408	SUMMIT LAW GROUP PLLC	10,871.36	
80115409	BRAD L WHITE	136.13	
80115410	TOBY'S BODY & FENDER INC	5,603.70	
80115411	TRANSPORT EQUIPMENT INC	313.91	
80115412	TRUEPOINT SOLUTIONS LLC	2,584.44	
80115413	TWO RIVERS TERMINAL LLC	20,129.90	
80115414	ULINE INC	261.48	
80115415	US BANK OR CITY TREASURER	8,270.80	
80115416	VERIZON WIRELESS	1,507.46	
80115417	VOLUNTEERS OF AMERICA OF	78,574.44	
80115418	WENDLE FORD NISSAN ISUZU	161.39	
80115419	WESTERN STATES EQUIPMENT CO	2,046.20	
80115420	WILLIS TOWERS WATSON	5,975.00	
80115421	YWCA	30,525.49	

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 16

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 04/24/23
TIME: 08:09
PAGE: 7

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80115422	KYLE CHASE	297.03		
80115423	IAN DAHL	110.00		
80115424	EARL P GRIPENTROG JR	364.20		
80115425	BARBARA PATRICK	3,575.00		
80115426	MICHAEL A SLOON	893.26		
80115427	STRIKER, PATRICK	22.14		
80115428	ADVANCED CHEMICAL TRANSPORT	270.81		
80115429	NORTHWEST INDUSTRIAL SERVICE	963.20		205.00
80115430	ANATEK LABS INC	48.00		
80115431	ARAMARK UNIFORM SERVICES	67.10		
80115432	ASSETWORKS	28,370.52		
80115433	AVISTA UTILITIES	226,332.12		
80115434	BACON CONCRETE INC			3,480.00
80115435	BATTERY SYSTEMS INC	413.03		
80115436	BERNARDO-WILLS ARCHITECTS PC			1,904.00
80115437	C & C YARD CARE	329.73		
80115438	LITHIA MOTORS PAYMENT	297.60		

80115439	CATHOLIC CHARITIES	210,926.83	
80115440	CINTAS CORPORATION	1,230.93	
80115441	CIVTECH INC	3,354.50	
80115442	CLUB PROPHET SYSTEMS		4,883.20
80115443	COLEMAN OIL COMPANY LLC	39,540.97	
80115444	CONCESSION SUPPLY/DIV OF		88.88
80115445	CONNELL OIL INC	1,261.33	
80115446	CONSOR NORTH AMERICA INC	49,896.54	
80115447	CONTROL SOLUTIONS NW INC	2,357.12	
80115448	COPIERS NORTHWEST INC	236.64	
80115449	CUMMINS NORTHWEST LLC	7,732.35	
80115450	L N CURTIS & SONS	8,618.54	
80115451	DALLY ENVIRONMENTAL LLC	2,004.43	
80115452	DESAUTEL HEGE COMMUNICATIONS		5,417.50
80115453	DEVRIES INFORMATION MANAGEME	34.20	
80115454	DIVCO INC	2,616.25	
80115455	GWP HOLDINGS LLC	6,366.23	
80115456	ELECTRIC CITY INC		3,334.87
80115457	ENTERPRISE FM TRUST	577.45	
80115458	EVERGREEN STATE TOWING LLC	691.06	
80115459	GORLEY LOGISTICS LLC	7.25	
80115460	FRANCIS AVENUE HARDWARE		115.21
80115461	GHD INC	37,388.70	
80115462	HADRONEX INC	56,670.76	
80115463	ARCHBRIGHT INC	5,954.10	
80115464	HORIZON DISTRIBUTORS		24,861.04
80115465	HYDRAULICS PLUS INC	2,206.17	
80115466	JRM ENTERPRISES INC	168.00	
80115467	K & L GATES LLP	20,890.80	
80115468	LARIVIERE INC	58,939.72	
80115469	LAWRENCE B STONE PROPERTIES	26,752.50	
80115470	MOSS-ADAMS LLP	37,800.00	
80115471	NRG EDGE CONSULTING LLC	500.00	
80115472	NW PUMP & EQUIPMENT CO		549.49
80115473	OIL RE-REFINING CO INC	300.00	
80115474	OXARC INC		6.21

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 16

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 04/24/23
TIME: 08:09
PAGE: 8

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80115475	PACIFIC POWER GROUP LLC	4,986.92		
80115476	PERFORMANCE SYSTEMS	421.84		
80115477	PIONEER HUMAN SERVICES	8,114.43		
80115478	RIVER PARK SQUARE LLC	1,800.00		
80115479	ROGERS MACHINERY COMPANY INC	18,510.31		
80115480	ROGUE HEART MEDIA SPC	4,253.00		
80115481	SITEONE LANDSCAPE SUPPLY LLC			984.45
80115482	MATT HOUSTON	1,250.00		
80115483	SPOKANE FIRE FIGHTERS BENEFIT	1,619,628.50		
80115484	COWLES PUBLISHING COMPANY	486.73		
80115485	STAR RENTALS & SALES			1,981.98
80115486	SUNBELT RENTALS INC			1,267.50
80115487	SYSTEMS AND SOFTWARE INC	126,712.30		
80115488	THE HUNTINGTON NATIONAL BANK			2,228.52
80115489	TRANSITIONS DBA TRANSITIONAL	8,087.87		
80115490	VOLUNTEERS OF AMERICA OF	314,545.47		
80115491	WESTERN GLOVE INC			52.32
80115492	YWCA	10,226.47		
80115493	ZERO DB COMMUNICATIONS LLC			696.60
80115494	TATE D ANDRIE			72.05
80115495	ACCESS INFORMATION HOLDINGS	3,858.62		

80115496	AFLAC/AMERICAN FAMILY LIFE	16,194.76	
80115497	UNIVERSAL PROTECTION SERVICE	177.84	
80115498	BATTERY SYSTEMS INC		1,570.22
80115499	COLEMAN OIL COMPANY LLC		2,746.81
80115500	COMPUNET INC	336,014.71	
80115501	STEVE CONNER		19,941.17
80115502	CREEK AT QUALCHAN GOLF COURS		15,903.83
80115503	DELTA DENTAL OF WASHINGTON	52,677.29	
80115504	DIGNITARY PROTECTION TEAM FU	250.00	
80115505	EDU MEMBERSHIP FUND	12.50	
80115506	FASTENAL CO	1,208.67	
80115507	WINGFOOT COMMERCIAL TIRE	4,492.40	
80115508	GORDON TRUCK CENTERS INC DBA	109.22	
80115509	POLICE GUILD LEGAL DEFENSE	610.00	
80115510	ARCHBRIGHT INC	12,471.25	
80115511	MARUBENI AMERICA CORPORATION		912.88
80115512	HORIZON DISTRIBUTORS		3,745.78
80115513	INDUSTRIAL BOLT & SUPPLY INC		128.11
80115514	INFOR PUBLIC SECTOR INC	1,720.00	
80115515	INLAND POWER & LIGHT CO	123.52	
80115516	INTEGRUS ARCHITECTURE	12,082.37	
80115517	INT'L LEISURE CONSULTANTS IN		3,192.09
80115518	KAISER FOUNDATION HEALTH PLA	142,628.73	
80115519	LT & CAPT ASSOCIATION - LTD	715.00	
80115520	LTS & CPTS LEGAL DEFENSE FUN	46.00	
80115521	M & P ASSOCIATION	3,233.44	
80115522	MOTION AUTO SUPPLY	424.14	
80115523	NAPA AUTO PARTS	698.37	
80115524	NORCO INC	6.76	
80115525	NORTHWEST FENCE COMPANY INC		769.97
80115526	NOVUS AUTO GLASS	1,083.03	
80115527	NORTHWEST RIVER SUPPLIES INC		355.52

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 16

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 04/24/23
TIME: 08:09
PAGE: 9

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80115528	PACWEST MACHINERY LLC	697.76		
80115529	PAPE MACHINERY INC	788.34		
80115530	PEAK INDUSTRIAL INC	1,557.54		
80115531	PLANET TURF			743.38
80115532	PROVOST PROFESSIONAL	1,452.82		
80115533	REHN & ASSOCIATES	462.00		
80115534	REHN & ASSOCIATES	23,125.91		
80115535	SANDBAGGERS CLUB LLC			10,889.36
80115536	SHAMROCK MANUFACTURING INC	5,801.16		
80115537	SITEONE LANDSCAPE SUPPLY LLC			96.08
80115538	SPOKANE POLICE BENEFIT ASSOC	577.50		
80115539	SPOKANE POLICE CHAPLAIN	2,943.00		
80115540	SPOKANE POLICE K-9 MEMBERSHI	90.00		
80115541	SPOKANE POLICE GUILD LONG	20,085.00		
80115542	SPECIALTY MOBILE MIX INC	599.50		
80115543	SPOKANE TREATMENT AND	19,054.58		
80115544	SPOKANE EMERGENCY PHYSICIANS	7,945.00		
80115545	SPOKANE FIRE FIGHTERS BENEFI	64,688.86		
80115546	SPOKANE FIRE FIGHTERS BENEFI	1,151.90		
80115547	SPOKANE HOUSE OF HOSE INC	3,190.79		
80115548	SPOKANE POLICE GUILD FRATERN	863.19		
80115549	SPOKANE TRANSIT AUTHORITY	3,178.44		
80115550	STANDARD INSURANCE COMPANY	13,837.60		
80115551	SPOKANE POLICE SWAT TEAM	400.00		
80115552	T & T GOLF MANAGEMENT INC			10,220.44

80115553 SPOKANE POLICE TACTICAL TEAM	593.00		
80115554 TOBY'S BODY & FENDER INC	22,046.16		
80115555 TRANSPORT EQUIPMENT INC	442.63		
80115556 UNITED WAY	292.00		
80115557 US BANK TRUST NA	995,555.68		
80115558 VERIZON WIRELESS			4,141.93
80115559 WA ST COUNCIL OF CITY & COUN	30,353.29		
80115560 WENDLE FORD NISSAN ISUZU	59.84		
80115561 WILBUR ELLIS COMPANY			4,314.11
80115562 WILLIS TOWERS WATSON	65,000.00		
80115563 CHRISTEN ANN KISHEL PHD	2,600.00		
	-----	-----	-----
	14,085,362.19	209,384.17	222,383.40
			=====
		CITYWIDE TOTAL:	14,517,129.76

REPORT: PG3630
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 16

DATE: 04/24/23
TIME:
PAGE: 1

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 2

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80115249	61,051.66
SPOKANE COUNTY TREASURER	OPERATING ASSESSMENTS/TAXES ACH PMT NO. - 80115401	23.50
SPOKANE TRANSIT AUTHORITY	CONTRACTUAL SERVICES ACH PMT NO. - 80115549	3,178.44
SPOKANE TREATMENT AND RECOVERY SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80115543	19,054.58
SUMMIT LAW GROUP PLLC	LEGAL SERVICES ACH PMT NO. - 80115408	10,871.36
TOTAL FOR 0020 - NONDEPARTMENTAL		94,179.54

0030 - POLICE OMBUDSMAN

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	275.00
JULIE JOHNSON SCHAFFER DBA RESTORATIVE LENS	LEGAL SERVICES ACH PMT NO. - 80115323	275.00
NATIONAL ASSN FOR CIVILIAN OVERSIGHT OF LAW ENFORCEMENT	PROFESSIONAL SERVICES ACH PMT NO. - 80115244	4,500.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	1,006.25
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	1,302.33
TOTAL FOR 0030 - POLICE OMBUDSMAN		7,358.58

0100 - GENERAL FUND

MAINSTREAM ELECTRIC LLC PO BOX 3436	PERMIT REFUNDS PAYABLE CHECK NO. - 00593767	150.00
WA STATE DEPT OF REVENUE MISCELLANEOUS TAX DIVISION	DEPOSIT-LEASE EXCISE TAX CHECK NO. - 00593654	12,275.39
TOTAL FOR 0100 - GENERAL FUND		12,425.39

0230 - CIVIL SERVICE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	660.00
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HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 3

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	2,654.13
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US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80115557	3,549.04

TOTAL FOR 0230 - CIVIL SERVICE 6,863.17

0260 - CITY CLERK

ACCESS INFORMATION HOLDINGS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80115495	3,858.62

COWLES PUBLISHING COMPANY	ADVERTISING	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80115484	254.72

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593785	280.00

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593799	1,396.47

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80115557	1,908.63

TOTAL FOR 0260 - CITY CLERK 7,698.44

0320 - COUNCIL

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593785	1,250.00

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593799	4,420.62

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80115557	5,604.01

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80115416	863.29

TOTAL FOR 0320 - COUNCIL 12,137.92

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593785	405.00

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593799	2,446.63

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80115557	3,122.01

HONORABLE MAYOR AND COUNCIL MEMBERS 04/24/23
PAGE 4

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS 5,973.64

0370 - ENGINEERING SERVICES

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
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AUS WEST LOCKBOX	ACH PMT NO. - 80115357	19.49
BARBARA PATRICK	TUITION REIMBURSEMENT ACH PMT NO. - 80115425	3,575.00
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80115484	232.01
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	3,095.05
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	14,312.62
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	19,261.38
TOTAL FOR 0370 - ENGINEERING SERVICES		40,495.55

0410 - FINANCE

EARL P GRIPENTROG JR	AIRFARE ACH PMT NO. - 80115424	237.79
EARL P GRIPENTROG JR	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80115424	70.91
EARL P GRIPENTROG JR	PER DIEM ACH PMT NO. - 80115424	55.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	760.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80115302	657.57
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	3,354.57
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	4,506.25
TOTAL FOR 0410 - FINANCE		9,642.59

0450 - NEIGHBHD HOUSING HUMAN SVCS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	175.00
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HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 5

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	966.92
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	1,279.94
TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS		2,246.86

0470 - HISTORIC PRESERVATION

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593785	160.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593799	598.44
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80115557	791.71
TOTAL FOR 0470 - HISTORIC PRESERVATION		----- 1,550.15

0480 - OFFICE OF CIVIL RIGHTS

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593799	244.86
TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS		----- 244.86

0500 - LEGAL

GORLEY LOGISTICS LLC	OPERATING SUPPLIES	
dba FIKES NORTHWEST	ACH PMT NO. - 80115375	21.75
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593785	1,615.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593799	9,657.02
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80115557	12,713.87
TOTAL FOR 0500 - LEGAL		----- 24,007.64

0520 - MAYOR

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593785	300.00
NADINE WOODWARD	LOCAL MILEAGE	
	CHECK NO. - 00593697	377.89

HONORABLE MAYOR AND COUNCIL MEMBERS 04/24/23
PAGE 6

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593799	2,551.55
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80115557	2,657.00
TOTAL FOR 0520 - MAYOR		----- 5,886.44

0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593785	175.00

STRIKER, PATRICK CITY EMPLOYEE # 25794	LOCAL MILEAGE ACH PMT NO. - 80115427	22.14
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	1,118.82
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	1,480.58
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		2,796.54

0560 - MUNICIPAL COURT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	1,880.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80115302	1,164.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80115398	620.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80115249	114.00
UNIVERSAL PROTECTION SERVICE DBA ALLIED UNIVERSAL SECURITY	ALARM/SECURITY SERVICES ACH PMT NO. - 80115497	677.16
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	8,857.75
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	12,174.52
VALLEY EMPIRE COLLECTION PO BOX 141248	CASH OVER/SHORT CHECK NO. - 00593637	104.39
WAYNE PEDERSON PO BOX 4782	CASH OVER/SHORT CHECK NO. - 00593635	30.00
TOTAL FOR 0560 - MUNICIPAL COURT		25,621.82

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 7

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	160.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	598.36
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	818.36
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		1,576.72

0620 - HUMAN RESOURCES

ARCHBRIGHT INC	CONTRACTUAL SERVICES ACH PMT NO. - 80115510	12,471.25
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DAVID MOSS	RECRUITMENT TRAVEL EXPENSE ACH PMT NO. - 80115352	1,486.12
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	262.50
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00593763	2,357.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	1,983.45
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	2,215.78
TOTAL FOR 0620 - HUMAN RESOURCES		20,776.10

0650 - PLANNING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	1,045.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	4,453.64
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	6,067.43
TOTAL FOR 0650 - PLANNING SERVICES		11,566.07

0680 - POLICE

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80115252	304.00
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HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 8

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ANYTIME TOWING & RECOVERY	TOWING EXPENSE ACH PMT NO. - 80115356	553.72
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80115357	897.26
AT&T MOBILITY	MOBILE BROADBAND CHECK NO. - 00593664	286.43
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80115359	7,051.52
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80115359	5,987.74
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115268	0.10
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80115272	225.45
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00593632	100.00

FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80115283	408.76
GALLS LLC	CLOTHING ACH PMT NO. - 80115286	406.51
GALLS LLC	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80115286	3,409.75
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80115375	173.95
GUNARAMA WHOLESALE INC	OPERATING SUPPLIES ACH PMT NO. - 80115378	3,596.37
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	75,545.97
L N CURTIS & SONS	MINOR EQUIPMENT ACH PMT NO. - 80115370	6,137.18
REDMOND POLICE DEPARTMENT PO BOX 97010	PERSONNEL SERVICES CHECK NO. - 00593668	546.00
ROBERT E STOFFREGEN MA PS	MEDICAL SERVICES CHECK NO. - 00593693	6,975.00
T-MOBILE USA INC	MISC SERVICES/CHARGES CHECK NO. - 00593695	75.00
ULINE INC ATTN: ACCOUNTS RECEIVABLE	OPERATING SUPPLIES ACH PMT NO. - 80115414	261.48
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	48,747.35

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 9

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	31,504.86
WA STATE EMPLOYMENT SECURITY PAID FAMILY MEDICAL LEAVE	WA PAID FAMILY & MEDICAL LEAVE CHECK NO. - 00593696	29.62
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00593804	172,514.28
WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00593805	2,275.00
TOTAL FOR 0680 - POLICE		368,013.30

0690 - COMMUNITY JUSTICE SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	915.00
JRM ENTERPRISES INC DBA PROFESSIONAL LANGUAGE	INTERPRETER COSTS ACH PMT NO. - 80115466	168.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	3,458.41

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80115557	4,811.50

TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		9,352.91
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0700 - PUBLIC DEFENDER

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80115431	13.64
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80115448	236.64
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80115459	7.25
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	1,190.00
PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80115532	1,452.82
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	6,739.36
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	8,716.36

TOTAL FOR 0700 - PUBLIC DEFENDER		18,356.07
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HONORABLE MAYOR AND COUNCIL MEMBERS	04/24/23 PAGE 10
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0750 - COMMUNITY/ECONOMIC DEV DVSN

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	175.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	710.01
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	960.30

TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN		1,845.31
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1100 - STREET FUND

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80115431	60.28
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80115433	224,327.81
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80115433	1,831.57
BIG SKY INDUSTRIAL/DIV OF ROCHELLE CONSTRUCTION SERVICES	OPERATING RENTALS/LEASES CHECK NO. - 00593760	2,359.85
BYRON C VASECKA	PERMITS/OTHER FEES CHECK NO. - 00593800	136.00

DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00593632	470.00
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80115506	1,208.67
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	4,266.00
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80115515	123.52
LEGEND INVSTMENTS CORP DBA NATIONAL BARRICADE CO OF	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115310	1,464.96
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80115524	6.76
NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00593645	5.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80115429	963.20
SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115536	5,801.16

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 11

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPECIALTY MOBILE MIX INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115542	1,313.45
SPOKANE HOUSE OF HOSE INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115547	2,432.89
STELLAR INDUSTRIAL SUPPLY INC	CLOTHING ACH PMT NO. - 80115407	160.51
STONEWAY ELECTRIC SUPPLY	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00593652	4,481.26
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	19,085.80
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	26,533.04
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80115343	597.10
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80115343	519.14
WA STATE EMPLOYMENT SECURITY PAID FAMILY MEDICAL LEAVE	WA PAID FAMILY & MEDICAL LEAVE CHECK NO. - 00593696	35.46
WHITWORTH WATER DISTRICT NO 2	PUBLIC UTILITY SERVICE CHECK NO. - 00593657	28.08

TOTAL FOR 1100 - STREET FUND

298,211.51

DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00593632	110.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	955.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	4,536.82
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	6,307.97
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		11,909.79

1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	2,315.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	18,511.08
HONORABLE MAYOR AND COUNCIL MEMBERS		04/24/23 PAGE 12

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	23,252.88
WA STATE EMPLOYMENT SECURITY PAID FAMILY MEDICAL LEAVE	WA PAID FAMILY & MEDICAL LEAVE CHECK NO. - 00593696	4.90
TOTAL FOR 1300 - LIBRARY FUND		44,083.86

1380 - TRAFFIC CALMING MEASURES

AMERICAN TRAFFIC SOLUTIONS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80115355	446,046.24
AVISTA UTILITIES	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80115359	4,114.60
CALLIE WINKELMAN 1414 N ADAMS ST	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00593669	25.00
JONATHAN HAMMOND 117 W 30TH AVE	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00593673	305.00
JUSTIN ZUGISH 2423 E 40TH AVE	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00593671	243.00
MORGAN ANDERSEN OR PEG J BAUMGARTEL	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00593670	305.00
STEPHEN JOHN & LINDA MARIE MCINTOSH	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00593672	305.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	227.35
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	303.97

TOTAL FOR 1380 - TRAFFIC CALMING MEASURES

451,875.16

1400 - PARKS AND RECREATION FUND

ACRANET CBS BRANCH/DIV OF BACKGROUND CHECKS
CBS REPORTING INC ACH PMT NO. - 80115252 1,248.50

DGT ENTERPRISES LLC MEDICAL SERVICES
DBA SPOKANE TESTING SOLUTIONS CHECK NO. - 00593632 720.00

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00593785 4,555.00

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00593799 27,444.74

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80115557 26,833.15

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 13

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1400 - PARKS AND RECREATION FUND

60,801.39

1425 - AMERICAN RESCUE PLAN

SPOKANE FOOD POLICY COUNCIL CONTRACTUAL SERVICES
 ACH PMT NO. - 80115403 41,339.88

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00593799 387.02

TOTAL FOR 1425 - AMERICAN RESCUE PLAN

41,726.90

1460 - PARKING METER REVENUE FUND

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00593785 620.00

LOOMIS ARMORED US INC CONTRACTUAL SERVICES
 ACH PMT NO. - 80115302 774.36

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00593799 2,714.16

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80115557 3,754.83

TOTAL FOR 1460 - PARKING METER REVENUE FUND

7,863.35

1590 - HOTEL/MOTEL TAX FUND

SPOKANE PUBLIC FACILITIES SPOKANE PUBLIC FACILITY DIST
DISTRICT ACH PMT NO. - 80115405 108,310.18

TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND

108,310.18

1620 - PUBLIC SAFETY & JUDICIAL GRANT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593785	641.09
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593799	244.60
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80115557	47.19
WASHINGTON LEOFF	PENSION LEOFF II	
DEPT OF RETIREMENT SYSTEMS	CHECK NO. - 00593804	1,937.33
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		2,870.21

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 14

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1625 - PUBLIC SAFETY PERSONNEL FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593785	2,894.64
ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING	
OR CITY OF SPOKANE TREASURER	CHECK NO. - 00593787	3,736.20
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593799	5,288.29
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80115557	4,042.23
WASHINGTON LEOFF	PENSION LEOFF II	
DEPT OF RETIREMENT SYSTEMS	CHECK NO. - 00593804	16,314.09
TOTAL FOR 1625 - PUBLIC SAFETY PERSONNEL FUND		32,275.45

1640 - COMMUNICATIONS BLDG M&O FUND

JOHN MENETTO	BUILDING REPAIRS/MAINTENANCE	
DBA BACKFLOW JOHNNY	ACH PMT NO. - 80115360	275.00
MATT HOUSTON	BUILDING REPAIRS/MAINTENANCE	
dba SKUNKWORKS	ACH PMT NO. - 80115399	133.34
POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE	
	CHECK NO. - 00593690	136.25
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		544.59

1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593785	618.76
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593799	4,867.37
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80115557	5,616.61

TOTAL FOR 1680 - CD/HS OPERATIONS

11,102.74

1910 - CRIMINAL JUSTICE ASSISTANCE FD

JENNY TUPPER MOOMAW DBA INTERPRETER SERVICES	INTERPRETER COSTS ACH PMT NO. - 80115297	1,132.75
MANENE LANGUAGE SERVICES LLC	INTERPRETER COSTS ACH PMT NO. - 80115385	3,549.00

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 15

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80115249	430,519.45
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TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD

435,201.20

1950 - PARK CUMULATIVE RESERVE FUND

COFFMAN ENGINEERS INC	ARCHITECT AND ENGINEER SERV ACH PMT NO. - 80115365	4,514.60
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TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND

4,514.60

1970 - FIRE/EMS FUND

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80115252	32.50
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80115255	94.91
AT&T MOBILITY	CELL PHONE CHECK NO. - 00593664	6,244.90
AT&T MOBILITY	IT/DATA SERVICES CHECK NO. - 00593664	5,839.14
AUSTIN FRASER SNOOPS SALOON	PERMIT REFUNDS PAYABLE CHECK NO. - 00593675	210.00
CHRISTEN ANN KISHEL PHD	MEDICAL SERVICES ACH PMT NO. - 80115563	2,600.00
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80115366	6,714.82
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00593632	110.00
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80115277	218.00
FASTENAL CO	MINOR EQUIPMENT ACH PMT NO. - 80115374	298.66
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80115374	4,781.83

FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115374	1,400.51
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115374	581.76
GALLS LLC	CLOTHING ACH PMT NO. - 80115377	160.90

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 16

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GALLS LLC	CLOTHING ALTERATIONS & REPAIRS ACH PMT NO. - 80115377	32.84
GOODALE & BARBIERI 818 W RIVERSIDE AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00593674	76.00
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115288	188.07
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115294	884.64
IAN DAHL	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80115423	110.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	10,858.95
INFOR PUBLIC SECTOR INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80115514	1,720.00
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593787	48,586.17
INTEGRUS ARCHITECTURE	PROFESSIONAL SERVICES ACH PMT NO. - 80115516	12,082.37
JOHN MENETTO DBA BACKFLOW JOHNNY	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80115360	2,805.00
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00593765	13,782.88
KYLE CHASE	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115422	297.03
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80115450	8,618.54
LIFE ASSIST INC	SAFETY SUPPLIES ACH PMT NO. - 80115381	1,294.46
MATT HOUSTON dba SKUNKWORKS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80115399	266.66
MR CAR WASH DEPT #880266	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80115387	345.00
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80115309	587.48
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115309	1,063.87
NORCO INC	OPERATING SUPPLIES	

	ACH PMT NO. - 80115313	1,857.36
NORCO INC	SAFETY SUPPLIES	
	ACH PMT NO. - 80115313	92.53

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 17

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00593647	130.80
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115396	5,069.78
POMP'S TIRE SERVICE INC	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80115396	337.89
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00593650	60.14
SPOKANE EMERGENCY PHYSICIANS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80115544	7,945.00
SPOKANE HOUSE OF HOSE INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115334	226.66
TRAFFIC SAFETY SUPPLY INC	MINOR EQUIPMENT ACH PMT NO. - 80115339	446.36
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	30,963.62
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	7,741.88
VERIZON AP 6929 N LAKEWOOD AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00593642	152.00
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00593804	178,320.94
WEST MARINE PRODUCTS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115347	463.43
WSU c/o BILL PIERCE, FACILITIES MANAGER	PERMIT REFUNDS PAYABLE CHECK NO. - 00593676	210.00

TOTAL FOR 1970 - FIRE/EMS FUND		366,906.28

2350 - SPECIAL ASSESSMENT GUARANTY FD

FIRST AMERICAN TITLE INS	REAL ESTATE SERVICES ACH PMT NO. - 80115376	5,777.00

TOTAL FOR 2350 - SPECIAL ASSESSMENT GUARANTY FD		5,777.00

3200 - ARTERIAL STREET FUND

BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80115362	4,151.12
COMMONSTREET CONSULTING LLC	RIGHT OF WAY ACH PMT NO. - 80115367	4,331.88

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 3200 - ARTERIAL STREET FUND		8,483.00

4100 - WATER DIVISION		

ACI NORTHWEST INC 6600 N GOVERNMENT WAY	REFUNDS CHECK NO. - 00593685	29.77
ACME EXCAVATING 6808 S LINKE RD	REFUNDS CHECK NO. - 00593684	1,500.00
ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115253	2,871.57
ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80115430	48.00
CIERRA FIGUEROA-TORRES 1010 S CALVIN RD	REFUNDS CHECK NO. - 00593680	140.80
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80115265	416.29
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80115369	56,785.08
CORE & MAIN LP	MINOR EQUIPMENT ACH PMT NO. - 80115369	4,129.88
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00593632	1,475.00
ESTATE OF BETTIE R SIMMONS 225 W MAIN	REFUNDS CHECK NO. - 00593640	67.09
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115278	1,553.70
FORWARD PO BOX 12242	REFUNDS CHECK NO. - 00593683	184.06
GRID SOLUTIONS LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80115289	5,040.00
HOLGER CABAN 17005 E MACMAHAN RD	REFUNDS CHECK NO. - 00593638	264.64
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	7,655.00
IRON HORSE LLC PO BOX 1472	REFUNDS CHECK NO. - 00593639	1,500.00
LEGEND INVSTMENTS CORP DBA NATIONAL BARRICADE CO OF	OPERATING RENTALS/LEASES ACH PMT NO. - 80115310	2,831.40
MARK MURPHY 639 N RIVERPOINT BLVD	REFUNDS CHECK NO. - 00593682	1,500.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NEPTUNE TECHNOLOGY GROUP INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80115312	37,716.98
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115313	85.57
NUKEY REALTY & PROPERTY MANAGEMENT LLC	REFUNDS CHECK NO. - 00593681	123.13
RC SCHWARTZ 159 S COWLEY ST	REFUNDS CHECK NO. - 00593686	122.24
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115328	30.41
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00593651	119,933.77
THE EASY HOME BUYER 1210 N IDAHO ST	REFUNDS CHECK NO. - 00593641	40.74
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	40,289.40
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	48,945.46
WA STATE DEPT OF REVENUE	CONSTRUCTION OF FIXED ASSETS -	453.60
TOTAL FOR 4100 - WATER DIVISION		335,733.58

4250 - INTEGRATED CAPITAL MANAGEMENT

CIVTECH INC	CONTRACTUAL SERVICES ACH PMT NO. - 80115441	3,354.50
COFFMAN ENGINEERS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80115365	2,297.75
CONSOR NORTH AMERICA INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80115446	49,896.54
ESTATE OF BETTIE R SIMMONS 225 W MAIN	REFUNDS CHECK NO. - 00593640	5.41
FORWARD PO BOX 12242	REFUNDS CHECK NO. - 00593679	66.22
GHD INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80115461	37,388.70
HADRONEX INC DBA SMARTCOVER SYSTEMS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80115462	56,670.76
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	790.00

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 20

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LARIVIERE INC	CONSTRUCTION OF FIXED ASSETS
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	ACH PMT NO. - 80115468	58,939.72
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80115383	3,965.00
RIVER PARK SQUARE LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80115478	1,800.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00593651	70,615.00
SYSTEMS AND SOFTWARE INC DBA SYSTEMS AND SOFTWARE	CONTRACTUAL SERVICES ACH PMT NO. - 80115487	126,712.30
THE EASY HOME BUYER 1210 N IDAHO ST	REFUNDS CHECK NO. - 00593641	60.70
TIERRA RIGHT OF WAY SERVICES LTD	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80115337	4,496.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	4,030.26
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	5,464.16

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		426,553.02

4300 - SEWER FUND

	REFUNDS	
FORWARD	CHECK NO. - 00593679	80.46
PO BOX 12242		
THE EASY HOME BUYER	REFUNDS	
1210 N IDAHO ST	CHECK NO. - 00593641	73.75

TOTAL FOR 4300 - SEWER FUND		154.21

4310 - SEWER MAINTENANCE DIVISION

DGT ENTERPRISES LLC	MEDICAL SERVICES	
DBA SPOKANE TESTING SOLUTIONS	CHECK NO. - 00593632	50.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593785	2,455.00
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80115393	2,720.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00593651	98,168.99
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	10,878.70

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 21

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80115557	14,543.85

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		128,816.54

4320 - RIVERSIDE PARK RECLAMATION FAC

AAA SWEEPING	OPERATING RENTALS/LEASES CHECK NO. - 00593630	950.74
ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80115254	175.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80115259	163,766.97
BRANDSAFWAY SERVICES INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80115324	2,616.00
CENTURYLINK	TELEPHONE CHECK NO. - 00593631	55.05
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80115265	5,734.85
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80115266	5,805.35
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80115335	236.06
DALLY ENVIRONMENTAL LLC	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80115451	1,002.22
DELL MARKETING LP %DELL USA LP	OFFICE SUPPLIES ACH PMT NO. - 80115371	96.78
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00593632	50.00
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	OPERATING RENTALS/LEASES ACH PMT NO. - 80115457	577.45
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	TESTING SERVICES ACH PMT NO. - 80115276	1,032.20
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80115279	294.73
FIELD INSTRUMENTS & CONTROLS INC	OPERATING SUPPLIES ACH PMT NO. - 80115281	2,768.67
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80115282	50.74
HACH COMPANY AMERICAN SIGMA	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00593633	4,408.87

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 22

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	6,505.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80115296	15,489.76
JESSE HERBOLDT	MINOR SAFETY EQUIPMENT CHECK NO. - 00593634	180.00

K & L GATES LLP	LEGAL SERVICES ACH PMT NO. - 80115467	20,890.80
MARUBENI AMERICA CORPORATION	CHEMICAL/LAB SUPPLIES CHECK NO. - 00593643	7,389.33
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80115256	210.00
POLYDYNE INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80115320	45,861.75
SIEMENS INDUSTRY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115326	2,893.95
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00593651	85,904.46
TREVOR HOLMES	MINOR SAFETY EQUIPMENT CHECK NO. - 00593667	180.00
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80115413	20,129.90
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	31,016.50
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	42,193.93
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		468,467.06

4330 - STORMWATER

DALLY ENVIRONMENTAL LLC	TESTING SERVICES ACH PMT NO. - 80115451	1,002.21
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00593632	340.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	1,410.00
ROGUE HEART MEDIA SPC	CONTRACTUAL SERVICES ACH PMT NO. - 80115480	4,253.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	5,127.07
HONORABLE MAYOR AND COUNCIL MEMBERS		04/24/23 PAGE 23
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	6,920.11
TOTAL FOR 4330 - STORMWATER		19,052.39

4360 - ENVIRONMENTAL PROGRAMS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	150.00
KAITLIN THURMAN	PER DIEM	

	CHECK NO. - 00593694	230.00
LOGAN CALLEN	PER DIEM	
	CHECK NO. - 00593666	298.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593799	570.76
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80115557	762.93
TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS		2,011.69

4480 - SOLID WASTE FUND

FORWARD	REFUNDS	
PO BOX 12242	CHECK NO. - 00593679	90.72
SMITH CONSTRUCTION SERVICES	REFUNDS	
3871 YORK ST	CHECK NO. - 00593677	500.00
SPOKANE CITY TREASURER OR	DEPOSIT-SALES TAX	
WASH STATE DEPT OF REVENUE	CHECK NO. - 00593651	3,496.86
THE EASY HOME BUYER	REFUNDS	
1210 N IDAHO ST	CHECK NO. - 00593641	94.99
TOTAL FOR 4480 - SOLID WASTE FUND		4,182.57

4490 - SOLID WASTE DISPOSAL

ACRANET CBS BRANCH/DIV OF	BACKGROUND CHECKS	
CBS REPORTING INC	ACH PMT NO. - 80115252	50.00
ADVANCED CHEMICAL TRANSPORT	HAZARDOUS WASTE DISPOSAL	
DBA ACTENVIRO	ACH PMT NO. - 80115428	270.81
ARCHBRIGHT INC	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80115463	5,954.10
ATLAS COPCO USA HOLDINGS INC	EQUIPMENT REPAIRS/MAINTENANCE	
dba ATLAS COPCO COMPRESSORS	ACH PMT NO. - 80115258	14,630.94

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 24

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ATLAS COPCO USA HOLDINGS INC	MACHINERY/EQUIPMENT	
dba ATLAS COPCO COMPRESSORS	ACH PMT NO. - 80115258	126,707.92
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80115359	645.86
BANNER FURNACE & FUEL	OPERATING SUPPLIES	
	ACH PMT NO. - 80115361	337.90
BRANDSAFWAY SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80115324	5,018.97
BROADWAY TRUCK STOP/DIV OF	MOTOR FUEL-OUTSIDE VENDOR	
ALSAKER CORP	CHECK NO. - 00593665	215.00
CABOT NORIT AMERICAS INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80115262	21,420.00

CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80115363	15,902.63
DIVCO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115454	2,616.25
DYKMAN ELECTRIC INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115273	569.58
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80115274	1,301.49
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80115374	661.53
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80115374	623.48
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115374	637.96
FASTENAL CO	SAFETY SUPPLIES ACH PMT NO. - 80115278	11.58
FELTON FIRE SERVICE LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115280	500.86
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80115375	7.25
HITACHI ZOSEN INOVA U.S.A.	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115293	552,763.67
HYDRAULICS PLUS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115465	2,206.17
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	3,880.00
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00593764	21,752.88

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 25

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80115382	614.06
MATT HOUSTON dba SKUNKWORKS	CONTRACTUAL SERVICES ACH PMT NO. - 80115482	1,250.00
NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80115389	982.30
NORFOLK BEARINGS & SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115390	10,400.00
OIL RE-REFINING CO INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80115473	300.00
ONLINE CLEANING SERVICES	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115314	41,550.80
ORCA PACIFIC INC	OPERATING SUPPLIES ACH PMT NO. - 80115315	3,161.00

OXARC INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80115317	11,582.34
PERFORMANCE SYSTEMS INTEGRATION LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115476	421.84
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80115395	44,410.92
ROGERS MACHINERY COMPANY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115479	18,510.31
SIEMENS ENERGY INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00593649	334,769.95
SPECIALTY MACHINING & MFG CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115332	1,896.60
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00593651	22,859.09
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	22,047.20
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	28,390.05
WA STATE DEPT OF REVENUE	CHEMICAL/LAB SUPPLIES -	1,927.80
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	936.00
WASHINGTON EQUIPMENT MANUFACTURING CO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115345	238.44
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		1,324,935.53

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 26

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4500 - SOLID WASTE COLLECTION

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80115252	44.00
ANDREW MONTGOMERY	MEDICAL SERVICES CHECK NO. - 00593688	130.00
C & C YARD CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80115437	329.73
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00593632	1,255.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	3,840.00
MATTHEW MCCORD	PERMITS/OTHER FEES CHECK NO. - 00593687	464.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00593651	117,471.84
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	24,118.65

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	32,248.43
WM RECYCLE AMERICA LLC	CONTRACTUAL SERVICES CHECK NO. - 00593806	160,772.57
WM RECYCLE AMERICA LLC	SALE OF RECYCLING MATERIALS CHECK NO. - 00593806	41,806.66-

TOTAL FOR 4500 - SOLID WASTE COLLECTION		298,867.56
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4530 - SOLID WASTE LANDFILLS

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80115359	2,534.93
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80115363	154.80
ELKINS EARTHWORKS LLC	MACHINERY/EQUIPMENT ACH PMT NO. - 80115275	25,861.96
WA STATE DEPT OF REVENUE	MACHINERY/EQUIPMENT -	2,327.58

TOTAL FOR 4530 - SOLID WASTE LANDFILLS		30,879.27
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4600 - GOLF FUND

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 27

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80115252	141.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	531.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	3,862.39
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	3,233.77

TOTAL FOR 4600 - GOLF FUND		7,768.16
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4700 - DEVELOPMENT SVCS CENTER

BD DEVELOPMENT MANAGEMENT 2316 S MANITO BLVD	PERMIT REFUNDS PAYABLE CHECK NO. - 00593769	25.00
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80115453	34.20
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	2,619.00
JOHNSON CONTROLS SEC SOL LLC 10010 E KNOX AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00593768	20.00

KERRY MURINKO CAPSTONE CONSTRUCTION COMPANY	PERMIT REFUNDS PAYABLE CHECK NO. - 00593766	1,472.00
NORTH COUNTRY SERVICES LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80115245	2,139.46
TRUEPOINT SOLUTIONS LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80115412	2,584.44
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	13,833.32
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	18,293.69
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		41,021.11

5100 - FLEET SERVICES FUND

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80115252	32.50
ALASKA RUBBER GROUP INC DBA ARG INDUSTRIAL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00593759	67.58
ASSETWORKS	PROFESSIONAL SERVICES ACH PMT NO. - 80115432	28,370.52

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 28

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80115433	172.74
BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115435	413.03
BRAD L WHITE dba SUPERIOR FLUID POWER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115409	136.13
BRANDON PASCHAL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00593792	34.86
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80115440	1,230.93
CLEAN ENERGY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115364	18,966.41
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80115443	39,540.97
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80115445	1,261.33
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115449	7,412.39
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115449	319.96
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00593632	665.00

DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00593761	821.31
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80115458	856.74
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115508	109.22
GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115455	6,366.23
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	1,517.32
JAMIE SIMPSON	REGISTRATION/SCHOOLING CHECK NO. - 00593691	585.07
JHAB3 CO DBA MEINEKE CAR CARE CENTER	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00593644	3,810.46
JIT TRUCK PARTS LLC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00593788	81.17
KENWORTH SALES COMPANY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115379	16,890.87

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 29

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LITHIA MOTORS PAYMENT PROCESSING	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115438	297.60
MCLOUGHLIN & EARDLEY GROUP dba SIRENNET.COM	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115327	980.61
MCNEILUS TRUCK & MFG CO/DIV OF MCNEILUS FINANCIAL INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115304	489.93
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115522	913.17
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115523	3,353.24
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115526	1,083.03
OCHOCO MANUFACTURING CORP	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115391	5,822.89
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	MINOR EQUIPMENT CHECK NO. - 00593646	32.69
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00593791	361.85
PACWEST MACHINERY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115528	26,319.99
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115529	788.34
PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115318	230.15
PEAK INDUSTRIAL INC	EQUIPMENT REPAIRS/MAINTENANCE	

DBA PEAK THERMO KING	ACH PMT NO. - 80115530	1,557.54
POMP'S TIRE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115396	6,102.37
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115321	377.92
SAFETY KLEEN CORPORATION	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00593648	179.50
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00593795	1,204.39
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115330	13,445.59
SPECIAL ASPHALT PRODUCTS	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00593796	12,841.10
SPOKANE CRANE & MACHINERY MOVERS LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115402	1,103.63

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 30

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115547	2,174.50
TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115336	16.58
TIFCO INDUSTRIES	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115338	163.37
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115554	27,649.86
TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115555	1,413.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	10,016.60
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	10,497.57
WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY -	524.06
WENDLE FORD NISSAN ISUZU	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115346	745.02
WENDLE FORD NISSAN ISUZU	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115560	1,883.20
WESTERN REFUSE & RECYCLING EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115348	1,602.60
WESTERN STATES EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115419	2,046.20
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115507	4,492.40

TOTAL FOR 5100 - FLEET SERVICES FUND

270,373.73

5200 - PUBLIC WORKS AND UTILITIES

FORWARD	REFUNDS	
PO BOX 12242	CHECK NO. - 00593679	1.50
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593785	870.00
SPOKANE CITY TREASURER OR	WA DEPT OF REVENUE	
WASH STATE DEPT OF REVENUE	CHECK NO. - 00593651	335.51
THE EASY HOME BUYER	REFUNDS	
1210 N IDAHO ST	CHECK NO. - 00593641	2.75
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593799	4,181.21

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 31

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80115557	5,789.79
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		11,180.76

5300 - IT FUND

COMPUNET INC	HARDWARE MAINTENANCE	
LB 410802	ACH PMT NO. - 80115500	336,014.71
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593785	2,386.00
KEY CODE MEDIA INC	ADVISORY TECHNICAL SERVICE	
ABS WASHINGTON	ACH PMT NO. - 80115380	9,483.00
MICHAEL A SLOON	LODGING	
	ACH PMT NO. - 80115426	476.96
MICHAEL A SLOON	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80115426	125.16
MICHAEL A SLOON	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80115426	188.64
MICHAEL A SLOON	PER DIEM	
	ACH PMT NO. - 80115426	102.50
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593799	15,729.43
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80115557	20,678.35
TOTAL FOR 5300 - IT FUND		385,184.75

5400 - REPROGRAPHICS FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593785	120.00

MARK ANDY INC	OPERATING SUPPLIES	
DBA MARK ANDY PRINT PRODUCTS	ACH PMT NO. - 80115386	42.44
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593799	552.59
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80115557	762.93
TOTAL FOR 5400 - REPROGRAPHICS FUND		1,477.96

5500 - PURCHASING & STORES FUND

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 32

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593785	550.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593799	2,113.08
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80115557	2,814.17
TOTAL FOR 5500 - PURCHASING & STORES FUND		5,477.25

5600 - ACCOUNTING SERVICES

CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL)	
	ACH PMT NO. - 80115368	1,021.53
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593785	2,261.24
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593799	9,158.79
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80115557	12,398.49
TOTAL FOR 5600 - ACCOUNTING SERVICES		24,840.05

5700 - MY SPOKANE

CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL)	
	ACH PMT NO. - 80115267	7,405.03
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593785	415.38
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593799	2,533.28
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80115557	3,442.33
TOTAL FOR 5700 - MY SPOKANE		13,796.02

5750 - OFFICE OF PERFORMANCE MGMT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	450.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	1,834.14
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	2,462.30

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 33

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT	4,746.44
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5800 - RISK MANAGEMENT FUND

PRIME ACTUARIAL CONSULTING LLC DBA BICKMORE ACTUARIAL	PROFESSIONAL SERVICES ACH PMT NO. - 80115246	3,780.00
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80115415	8,270.80
WILLIS TOWERS WATSON INSURANCE SERVICES WEST INC	CONTRACTUAL SERVICES ACH PMT NO. - 80115562	65,000.00

TOTAL FOR 5800 - RISK MANAGEMENT FUND	77,050.80
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5810 - WORKERS' COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	360.00
PRIME ACTUARIAL CONSULTING LLC DBA BICKMORE ACTUARIAL	PROFESSIONAL SERVICES ACH PMT NO. - 80115246	3,780.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	1,707.35
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	2,031.55
WA STATE DEPT OF LABOR & INDUSTRIES	INSURANCE ADMINISTRATION CHECK NO. - 00593653	501.75
WILLIS TOWERS WATSON INSURANCE SERVICES WEST INC	INSURANCE PREMIUMS ACH PMT NO. - 80115420	5,975.00

TOTAL FOR 5810 - WORKERS' COMPENSATION FUND	14,355.65
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5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	7.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	33.89
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	44.64

WA STATE EMPLOYMENT SECURITY	DEPOSIT-PD FAMILY MEDICAL LEAV	
PAID FAMILY MEDICAL LEAVE	CHECK NO. - 00593696	821,832.70

TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		821,918.73
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HONORABLE MAYOR	04/24/23
AND COUNCIL MEMBERS	PAGE 34

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS	
	ACH PMT NO. - 80115503	44,450.29
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593785	225.00
KAISER FOUNDATION HEALTH PLAN	INSURANCE CLAIMS	
OF WASHINGTON	ACH PMT NO. - 80115518	142,628.73
PREMERA BLUE CROSS OR	INSURANCE CLAIMS	
SPOKANE CITY TREASURER	ACH PMT NO. - 80115397	195,719.77
REHN & ASSOCIATES	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80115533	462.00
SPOKANE FIRE FIGHTERS BENEFIT	INSURANCE PREMIUMS	
TRUST	ACH PMT NO. - 80115483	1,619,628.50
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00593799	834.40
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80115557	1,092.16

TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		2,005,040.85

5900 - FACILITIES MANAGEMENT FUND OPS

AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80115358	29,362.21
AVISTA CORPORATION	UTILITY NATURAL GAS	
	ACH PMT NO. - 80115358	9,472.64
CONTROL SOLUTIONS NW INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80115447	2,357.12
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00593785	316.00
MOVHER LLC	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80115308	6,811.29
NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES	
DBA AMERICAN ON SITE SERVICES	ACH PMT NO. - 80115256	1,156.40
NRG EDGE CONSULTING LLC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80115471	500.00
PACIFIC POWER GROUP LLC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80115475	4,986.92
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)

CHECK NO. - 00593799

2,927.30

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 35

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	4,127.35
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80115416	644.17
TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS		62,661.40

5904 - FACILITIES CAPITAL		

J R SWIGART COMPANY INC	BUILDING IMPROVEMENTS ACH PMT NO. - 80115243	39,333.74
TOTAL FOR 5904 - FACILITIES CAPITAL		39,333.74

6080 - POLICE PENSION FUND		

US BANK TRUST NA OR CITY OF SPOKANE	PURCHASE OF INVESTMENTS ACH PMT NO. - 80115250	100,000.00
TOTAL FOR 6080 - POLICE PENSION FUND		100,000.00

6100 - RETIREMENT		

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00593785	160.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00593799	567.09
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80115557	760.22
TOTAL FOR 6100 - RETIREMENT		1,487.31

6200 - FIREFIGHTERS' PENSION FUND		

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80115503	4,493.00
MOSS-ADAMS LLP	CONTRACTUAL SERVICES ACH PMT NO. - 80115470	10,500.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80115397	16,639.71
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		31,632.71

6255 - LAW ENFORCEMENT RECORDS MGMT		

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE COUNTY TREASURER	DEPOSIT-COUNTY ACH PMT NO. - 80115401	11,637.50
WA STATE PATROL	DEPOSIT-SPD STATE REMITTANCE CHECK NO. - 00593656	8,831.50
TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT		20,469.00

6300 - POLICE PENSION		

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80115503	3,734.00
MOSS-ADAMS LLP	CONTRACTUAL SERVICES ACH PMT NO. - 80115470	10,500.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80115397	9,205.34
TOTAL FOR 6300 - POLICE PENSION		23,439.34

6730 - PARKING & BUSINESS IMPROV DIST		

DOWNTOWN SPOKANE PARTNERSHIP	DUE TO OTHER GOVERNMENTAL UNIT ACH PMT NO. - 80115240	11,416.79
TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST		11,416.79

6920 - CLAIMS CLEARING FUND		

CHARLES FAGGIANO	ACCOUNTS PAYABLE CHECK NO. - 00593626	23,342.15
ISAIAH HARDIN	ACCOUNTS PAYABLE CHECK NO. - 00593627	14,418.93
TOTAL FOR 6920 - CLAIMS CLEARING FUND		37,761.08

6960 - SALARY CLEARING FUND NEW		

AFLAC/AMERICAN FAMILY LIFE ASSURANCE CO OF COLUMBUS	AFLAC ACH PMT NO. - 80115496	16,194.76
CALIFORNIA STATE DISBURSEMENT UNIT	CA STATE DISBURSEMENT UNIT CHECK NO. - 00593783	221.11
CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00593782	934.96
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80115504	250.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80115505	12.50
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00593784	771.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00593785	321,089.80
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00593785	28,368.39
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00593786	48,184.08
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ICMA ROTH IRA CHECK NO. - 00593787	4,188.87
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00593787	82,888.57
LT & CAPT ASSOCIATION - LTD	LTD - LTS & CAPTS ACH PMT NO. - 80115519	715.00
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80115520	46.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80115521	3,233.44
NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00593789	179.83
OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00593790	200.00
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00593793	7.00
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80115509	610.00
PRE-PAID LEGAL SERVICES INC LEGALSHIELD	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00593794	361.14
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80115534	5,308.66
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80115534	17,817.25
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS INC EE ACH PMT NO. - 80115545	61,313.14
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS MEDSFO EE ACH PMT NO. - 80115545	3,375.72
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE BENEFIT TRUST-VOL LIFE ACH PMT NO. - 80115546	1,151.90

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 38

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80115538	577.50
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SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80115539	2,943.00
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80115548	863.19
SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO. - 80115541	20,085.00
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80115540	90.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80115551	400.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80115553	593.00
STANDARD INSURANCE COMPANY	STANDARD INSURANCE CO(VL/E) ACH PMT NO. - 80115550	11,282.80
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D CHILD ACH PMT NO. - 80115550	200.00
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D SPOUSE ACH PMT NO. - 80115550	2,354.80
STATE DISBURSMENT UNIT ATTN: EMPLOYER PAYMENTS	STATE DISBURSEMENT UNIT CHECK NO. - 00593797	862.58
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00593798	12.50
UNITED WAY	UNITED WAY ACH PMT NO. - 80115556	292.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00593799	316,277.53
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO. - 00593799	859,759.77
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO. - 00593799	126,227.80
US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO. - 80115557	497,777.84
VOYA FINANCIAL LOAN REPAYMENT	VOYA LOANS CHECK NO. - 00593801	638.34
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00593802	345.00
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80115559	30,353.29

HONORABLE MAYOR
AND COUNCIL MEMBERS

04/24/23
PAGE 39

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00593803	17,671.17
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	DEPT OF RET SYS-LEOFF 2 CHECK NO. - 00593804	594,021.01
WESTERN STATES POLICE MEDICAL	NW PUBLIC EMP MEDICAL TRUST	

TRUST	CHECK NO. - 00593805	975.00
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00593807	339.57

TOTAL FOR 6960 - SALARY CLEARING FUND NEW		3,082,366.31

TOTAL CLAIMS		12,717,701.18

MINUTES OF SPOKANE CITY COUNCIL

Monday, April 10, 2023

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:30 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

Roll Call

On roll call, Council President Beggs and Council Members Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone were present.

City Administrator Johnnie Perkins; Giacobbe Byrd, Director-City Council Office; Chris Wright-City Council Policy Advisor; and Acting City Clerk Laurie Farnsworth were also present for the meeting.

Advance Agenda Review

The City Council received an overview from staff on the April 17, 2023, Advance Agenda items.

First Reading Ordinance C36379 (Council Sponsors: Council Members Bingle and Cathcart)

Motion by Council Member Zappone, seconded by Council Member Wilkerson, **to defer** First Reading Ordinance 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—to May 22, 2023; **rejected 2-5.**

Motion by Council Member Zappone, seconded by Council Member Wilkerson, **to defer** the First Reading of Ordinance 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 to May 1, 2023, and the Final Reading to May 8, 2023—**carried 5-2.**

Action to Approve April 17, 2023, Advance Agenda, as amended

Following staff reports and Council inquiry and discussion regarding the April 17, 2023, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

Upon 5-2 Voice Vote, the City Council **approved** the April 17, 2023, Advance Agenda, as amended.

Current Agenda Review

The City Council reviewed the April 10, 2023, Current Agenda.

Final Reading Ordinance C36373 (Council Sponsors: Council President Beggs and Council Members Cathcart and Wilkerson)

Motion by Council Member Cathcart, seconded by Council Member Bingle, **to substitute** Final Reading Ordinance C36373—establishing requirements for unallocated reserve balances within the General Fund—with Council Member Cathcart’s revised version circulated earlier in the afternoon; **carried 7-0.**

Motion by Council Member Cathcart, seconded by Council Member Wilkerson, **to suspend** Council Rules to add further amending language to Final Reading Ordinance C36373 establishing requirements for unallocated reserve balances within the General Fund; **carried 7-0.**

Motion by Council Member Cathcart, seconded by Council Member Wilkerson, **to add** amending language to Final Reading Ordinance C36373, under Section 07.14.030, as follows: under Section C.2, insert "current year" so as to read "Focused discussion on current year General Fund ‘summary type code’ accounts...”; and, under Section C.3, insert "By the May Finance and Administration Committee meeting" as the first sentence; **carried 7-0.**

Action to Approve April 10, 2023, Current Agenda

Following staff reports and Council inquiry and discussion regarding the April 10, 2023, Current Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

Upon 7-0 Voice Vote, the City Council approved the April 10, 2023, Current Agenda, as amended.

Council Recess/Executive Session

The City Council recessed at 4:35 p.m. and immediately reconvened into an Executive Session to discuss a litigation update for 20 minutes, or until 5:55 p.m. Interim City Attorney Lynden Smithson was present for the Executive Session. The Executive Session ended at 5:55 p.m., at which time the 3:30 p.m. Briefing Session also ended. The City Council reconvened at 6:08 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Pledge of Allegiance

The Pledge of Allegiance was led by Council President Beggs.

Poetry at the Podium- Collaboration with Spokane Arts

Catherine Grainger read “Natatorium Park.”

MAYORAL PROCLAMATIONS

Month of April 2023 *National Arab American Heritage Month*

Council Member Stratton read the proclamation. Wasan Hassan accepted the proclamation and shared some comments. The proclamation is attached to these minutes for reference.

April 9-15, 2023 *Public Safety Telecommunications Week*

Council Member Cathcart read the proclamation. Dispatch Supervisor Kim Blashill and Dispatcher Kyle Steinmetz accepted the proclamation. The proclamation is attached to these minutes for reference.

Month of April 2023 *Fair Housing Month*

City Council Member Zack Zappone read the proclamation. Tom Hormel, President of Spokane Realtors, accepted the proclamation and shared some comments. The proclamation is attached to these minutes for reference.

Roll Call

On roll call, Council President Beggs and Council Members Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone were present.

Giacobbe Byrd, Director-City Council Office; Chris Wright- City Council Policy Advisor; and Acting City Clerk Laurie Farnsworth were also present for the meeting.

COUNCIL SALUTATIONS

Celebration of Holy Week and Easter

Council Member Bingle read the salutation. Pastor Danny Green accepted the salutation and shared some comments. The salutation is attached to these minutes for reference.

Celebrations of Spokane Spring Traditions

Council President Beggs read the salutation. The salutation is attached to these minutes for reference.

COMMUNITY CONVERSATION

Collaborative Approach to Address Homelessness

Council President Beggs issued an invitation for citizens to participate in a community conversation regarding a new regional collaborative approach to address homelessness in Spokane. The event will be held on April 13, 2023, at the Central (downtown) Library, third floor, from 6:30 p.m. to 8:30 p.m.

There were no **Council Committee Reports**.

There were no **Reports from Neighborhood Councils**.

There were no **Boards and Commissions Appointments**.

There were **no Administrative Reports**.

OPEN FORUM

Prior to beginning Open Forum, the following action was taken:

Motion by Council Member Wilkerson, seconded by Council Member Cathcart, to **suspend the Council Rules** for the purpose of extending the time for Open Forum to allow all individuals (18) who signed up to speak; **carried 7-0**.

The following individual(s) spoke during the Open Forum:

- James Earl
- Rick Bocook
- Justice Forall
- Ellis Kleinkauf
- Anwar Peace
- Debbie Novak
- Carl Tompkins
- Dave Bilsland
- Tony Edwards
- Megra Flatman (virtual)
- Tanya Comstock
- James Leighty
- Collin Muncey
- Will Hulings
- Margo Hill
- Alan McDowell
- Cherrie Barnett
- Katherine Corrick

CONSENT AGENDA

Subsequent to the opportunity for public testimony with no individuals requesting to speak and an opportunity for Council commentary, the following action was taken:

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

Low Bid of Inland Infrastructure, LLC (Spokane, WA) for the Holland Avenue Sewer - Normandie to Colton—\$5,640,705 (plus tax). An administrative reserve of \$564,070.50 (plus tax), which is 10% of the contract price, will be set aside. (OPR 2023-0389 / ENG 2021082) (Council Sponsor: Council Member Kinnear)

Recommendations to list on the Spokane Register of Historic Places:

- a. Ahrens & Ahrens Automobile Dealership, 807 West 2nd Avenue. (OPR 2023-0390)
- b. Spokane Brewing & Malting Building, 901 West Broadway Avenue. (OPR 2023-0391)
- c. Hillyard Masonic Temple, 3023 East Diamond Avenue. (OPR 2023-0392)
(Council Sponsors: Council Members Bingle and Cathcart)

Contract with Friends of KSPS (Spokane) for distribution of PEG programming to Comcast for delivery of community and educational access programming from January 1, 2023 through December 31, 2023—\$68,300. (OPR 2023-0393) (Council Sponsor: Council Member Stratton)

Reimbursement Contract with Community Minded Enterprises (Spokane) to operate CMTV 14, the City's Community Access television channel, as part of the City's cable franchise with Comcast Cable from January 1, 2023 through December 31, 2023—\$70,000. (OPR 2023-0394) (Council Sponsor: Council Member Stratton)

Contract Renewal with Incapsulate, LLC for our Customer Relationship Management System Annual Software Maintenance and Support from May 1, 2023 through April 30, 2024—\$106,881.82 (plus tax). (OPR 2019-0292 / RFP 4481-18) (Council Sponsor: Council Member Bingle)

Sole Source Contract Renewal with Oracle America, Inc for Oracle license software maintenance and support from April 21, 2023 through April 20, 2024—\$206,053.07 (plus tax). (OPR 2019-0314) (Council Sponsor: Council Member Bingle)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through March 24, 2023, total \$11,381,883.20 (Check Nos.: 592940-593123; ACH Nos.: 114101-114428), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$11,271,035.16. (CPR 2023-0002)

- b. Claims and payments of previously approved obligations, including those of Parks and Library, through March 31, 2023, total \$9,814,052.80 (Check Nos.: 593124-593297; ACH Nos.: 114429-114724), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$9,546,294.01. (CPR 2023-0002)
- c. Payroll claims of previously approved obligations through April 1, 2023: \$8,663,037.34 (Check Nos.: 567427-567565). (CPR 2023-0003)

City Council Meeting Minutes: February 27, March 6, March 13, and March 27, 2023. (CPR 2023-0013)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

Special Budget Ordinance C36374 (Council Sponsors: Council Members Stratton and Wilkerson)

Subsequent to an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Special Budget Ordinance C36374** 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:

Various Funds to make grade and associated pay range changes for various positions (as more specifically described in the ordinance).

(This action arises from the need to adjust pay ranges to align with salary analysis.)

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone
Nays: None
Abstain: None
Absent: None

Special Budget Ordinance C36375 (Council Sponsors: Council President Beggs and Council Members Wilkerson)

Subsequent to an opportunity for public testimony and Council commentary, with one individual requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Special Budget Ordinance C36375** 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:

Miscellaneous Grants Fund

1) Increase revenue by \$183,648.

A) Of the increased revenue, \$183,648 is provided by the Administrative Office of the Courts for the Domestic Violence Intervention Therapeutic Court.

2) Increase appropriation by \$183,648.

A) Of the increased appropriation, \$25,000 is provided solely for personnel salaries and benefits.

B) Of the increased appropriation, \$19,500 is provided solely for staff equipment and training.

C) Of the increased appropriation, \$139,148 is provided solely for other participant services.

(This action accepts the Administrative Office of the Courts additional DVITC grant.)

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone

Nays: None

Abstain: None

Absent: None

There were no **Emergency Ordinances**.

There were no **Resolutions**.

FINAL READING ORDINANCES

Final Reading Ordinance C36373 (Council Sponsors: Council President Beggs and Council Members Cathcart and Wilkerson)

Subsequent to an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C36373 as substituted**, establishing requirements for unallocated reserve balances within the General Fund; enacting new sections 07.14.030 and 07.14.040 of the Spokane Municipal Code.

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone
Nays: None
Abstain: None
Absent: None

Final Reading Ordinance C36360 (First Reading held February 27, 2023) (Council Sponsors: Council President Beggs and Council Member Kinnear)

Subsequent to an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C36360** granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to MCI Metro Access Transmission Services LLC, subject to certain conditions and duties as further provided.

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone
Nays: None
Abstain: None
Absent: None

Final Reading Ordinance C36361 (First Reading held February 27, 2023) (Council Sponsors: Council President Beggs and Council Member Kinnear)

Subsequent to an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C36361** granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Fatbeam LLC, subject to certain conditions and duties as further provided.

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone
Nays: None
Abstain: None
Absent: None

FIRST READING ORDINANCES

The following Ordinances were read for the first time, with further action deferred. There was an opportunity for public testimony on the first reading ordinances, with no individuals requesting to speak.

ORD C35376 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 C35377 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)

There were no **Special Considerations**.

There were no **Hearings**.

ACKNOWLEDGEMENTS

Council President Beggs acknowledged Deputy City Clerk Laurie Farnsworth who has filled in for City Clerk Terri Pfister while Ms. Pfister has been away for a period of time. Council President Beggs also recognized Giacobbe Byrd, who is the new Director of the Office of the City Council. Hannahlee Allers, who previously held this position, will be with the City on a part-time basis for a few more weeks and the Council President thanked her for her service.

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 7:24 p.m.

Minutes prepared and submitted for publication in the April 26, 2023, issue of the *Official Gazette*.

Laurie Farnsworth
Acting City Clerk

Approved by Spokane City Council on May 1, 2023.

Breean Beggs
City Council President

MINUTES OF SPOKANE CITY COUNCIL

Monday, April 17, 2023

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:33 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

Roll Call

On roll call, Council President Beggs and Council Members Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone were present.

City Administrator Johnnie Perkins; Giacobbe Byrd, Director-City Council Office; Chris Wright-City Council Policy Advisor; and City Clerk Terri Pfister were also present for the meeting.

Interview with Candidate for Appointment to Community, Housing, and Human Services (CHHS) Board

City Council held an interview with Leslie Hope who is a candidate for appointment to the CHHS Board. Ms. Hope appeared virtually and provided information about her experience and background.

Advance Agenda Review

The City Council received an overview from staff on the April 24, 2023, Advance Agenda items.

Suspension of Council Rules

Motion by Council Member Kinnear, seconded by Council Member Wilkerson, **to suspend** the Council Rules for purposes of adjusting tonight's Legislative Agenda; **carried 7-0.**

Resolution 2023-0030 (Council Sponsors: Council President Beggs and Council Members Wilkerson and Zappone)

Motion by Council Member Kinnear, seconded by Council Member Bingle, **to move** Resolution 2023-0030—nominating the Spokane area to the State's Department of Health to be designated a Health Equity Zone—to tonight's (April 17) Legislative Agenda from the April 24, 2023, Agenda; **carried 7-0.**

Motion by Council Member Bingle, seconded by Council Member Wilkerson, **to substitute** Resolution 2023-0030—nominating the Spokane area to the State's Department of Health to be designated a Health Equity Zone—with the latest circulated substitute version; **carried 7-0.**

Action to Approve April 24, 2023, Advance Agenda (as modified)

Following staff reports and Council inquiry and discussion regarding the April 24, 2023, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

Motion by Council Member Zappone, seconded by Council Member Wilkerson, **to adopt** the April 24, 2023, Advance Agenda (as modified); **carried 7-0.**

Action to Move April 24, 2023, 6:00 p.m. Legislative Session Items to 3:30 p.m. Administrative Session

Motion by Council Member Zappone, seconded by Council Member Kinnear, **to move** the 6:00 p.m. Legislative Session items, including Consent Agenda, on April 24, 2023, to 3:30 p.m. (and thereby cancel the 6:00 p.m. Legislative Session); **carried 6-1.**

Current Agenda Review

The City Council reviewed the April 17, 2023, Current Agenda for any changes.

Service Level Agreement with Spokane Regional Emergency Communications (OPR 2023-0301) (Deferred from March 27, 2023, Agenda) (Council Sponsors: Council Members Cathcart and Bingle)

Motion by Council Member Stratton, seconded by Council Member Cathcart, **to defer** the Service Level Agreement with Spokane Regional Emergency Communications regarding emergency communications services for the dispatch of fire related emergency services to May 15, 2023, Agenda; **carried 7-0.**

City Clerk Report on Initiative 2023-1 (LGL 2023-0023)

Council President Beggs noted that what was Item No. 9 under the Consent Agenda (City Clerk Report on Initiative 2023-1) has been moved to “Special Considerations.”

City Clerk Reports on Initiative Nos. 2023-1 and 2023-2 filed by Chris Batten regarding the Prohibition of Public Use of Dangerous Drugs (LGL 2023-0023 and LGL 2023-0024)

Following a report on Initiative Nos. 2023-1 and 2023-2 by the City Clerk, the following action was taken:

Motion by Council Member Stratton, seconded by Council Member Cathcart, **to allow** the two initiatives on tonight’s Legislative Agenda under “Special Considerations;” **carried 7-0.**

Amendment to Interlocal Agreement with Spokane Regional Emergency Communications (OPR 2022-0777) (Council Sponsors: Council Members Cathcart and Bingle)

Motion by Council Member Bingle, seconded by Council Member Cathcart, **to add** the Amendment to Interlocal Agreement with Spokane Regional Emergency Communications to tonight's (April 17) Consent Agenda; **carried 6-1.**

Special Budget Ordinance C36380 (Relates to Consent Agenda Item No. 7) (Council Sponsors: Council Members Kinnear and Wilkerson)

Motion by Council Member Bingle, seconded by Council Member Wilkerson, **to add** Special Budget Ordinance C36380—arising from the continued need of services while the Human Resources Department is understaffed—to tonight's Legislative Agenda; **carried 7-0.**

Resolution 2023-0031 (Council Sponsors: Council Members Cathcart, Wilkerson, and Kinnear)

Motion by Council Member Kinnear, seconded by Council Member Bingle, **to add** Resolution 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—to tonight's Legislative Agenda; **carried 7-0.**

Resolution 2023-0029 (Council Sponsors: Council President Beggs and Council Member Kinnear)

Motion by Council Member Kinnear, seconded by Council Member Bingle, **to substitute** Resolution 2023-0029—establishing the City's intent to transition the Cannon Street Shelter into a Homeless Respite Facility—with an updated version which adds medical language (adds the word "Medical" between "Homeless" and "Respite" so it reads "...Homeless Medical Respite Facility..."); **carried 7-0.**

City Council Letter to Michael Frucci, P.E. regarding request to coordinate discussions on funding options for the Highway 195 Corridor (CPR 2023-0016)

Motion by Council Member Bingle, seconded by Council Member Kinnear, **to add** the letter to Department of Transportation to tonight's Legislative Agenda under "Special Considerations;" **carried 7-0.**

Council Discussion with Police Leadership

Council President Beggs invited Chief Craig Meidl and Assistant Chief Justin Lundgren to the podium. Council Member Kinnear referenced the proposed initiatives (Initiative 2023-1 and Initiative 2023-2 – both regarding the prohibition of public use of dangerous drugs) and proposed Ordinance C36379 (concerning loitering for purposes of drug-related activity and the unauthorized use of controlled substances in public places). She requested the Chiefs respond and address issues surrounding enforcement of drugs and dangerous behavior and questioned what is going to be different if the Council passes the ordinance (ORD C36379) that they are being asked to consider by Council Members Bingle and Cathcart and the Mayor. Discussion ensued.

Council Recess/Executive Session

The City Council recessed at 5:05 p.m. and immediately reconvened into an Executive Session to discuss Police Guild labor negotiations until 5:30 p.m. Interim City Attorney Lynden Smithson and Assistant City Attorney Michael Piccolo were present for the Executive Session. The Executive Session was extended for ten minutes, from 5:30 p.m. to 5:40 p.m., at which time the 3:30 p.m. Briefing Session also ended. The City Council reconvened at 6:06 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Pledge of Allegiance

The Pledge of Allegiance was led by Council President Beggs.

Roll Call

On roll call, Council President Beggs and Council Members Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone were present.

Giacobbe Byrd, Director-City Council Office; Chris Wright-City Council Policy Advisor, and City Clerk Terri Pfister were also present for the meeting.

There were no **Council Committee Reports**.

MAYORAL PROCLAMATIONS

April 16-23, 2023 *Holocaust Days of Remembrance*

Council Member Kinnear read the proclamation. Hershel Zellman accepted the proclamation and provided remarks on the event.

April 11-17, 2023 *Black Maternal Health Month*

Council Member Wilkerson read the proclamation. Stephanie Courtney, on behalf of The Shades of Motherhood Network, accepted the proclamation and remarked on the event.

April 2023 *Child Abuse Prevention Month*

Council Member Bingle read the proclamation. Angelique Rusk, on behalf of Partners with Families & Children, accepted the proclamation and remarked on the event.

(The Mayoral proclamations are attached to these minutes for reference.)

COUNCIL PROCLAMATION

April 22, 2023 *Earth Day*

Council President Beggs read the proclamation and then introduced a local native indigenous leader (LaRae Wiley) to provide thoughts on state of earth or indigenous culture in Spokane.

(The Council Proclamation is attached to these minutes for reference.)

COMMUNITY REPORT

Salish School of Spokane Executive Director LaRae Wiley and Principal Christopher Parkin reported on the land and the Salish School of Spokane. As part of the presentation, second and third grade students from the school, along with their teachers, sang a song that says, “because we are beautiful, because we are Salish people, because these are our lands.” Mr. Parkin shared information about the school and its mission which is dynamic Salish language revitalization - powering cultural renewal and building a stronger healthier community. He also commented on a partnership between Salish Schools of Spokane (SSOS) and Catholic Charities of Eastern Washington (CCEW) to build a new SSOS school campus adjacent to a new CCEW supportive housing community to be named Salish Haven.

There were no **Reports from Neighborhood Councils**.

BOARD AND COMMISSION APPOINTMENTS

Reappointment to Spokane Airport Board (CPR 1982-0071)

Upon 7-0 Voice Vote, the City Council **approved** (and thereby confirmed) the reappointment of Nancy L. Vorhees to the Spokane Airport Board for a three-year term, from May 1, 2023, to April 30, 2026.

There were no **Administrative Reports**.

OPEN FORUM

Council President Beggs reviewed the ground rules for speaking during Open Forum. He requested a motion to extend the time for Open Forum to allow all 17 individuals who signed up to speak. The following action was taken:

Motion by Council Member Bingle, seconded by Council Member Stratton, **to allow** 17 people to testify during Open Forum; **carried 7-0**.

The following individual(s) spoke during the Open Forum:

- Zach McGuckin
- Elizabeth Goodwin-Oaks
- Scott Ward
- John Alder
- Sandy Nichols
- Derek Azzaro

- Michael Poulin
- Katherine Corrick
- Mirak Kazanjian
- Jennifer Bates
- Tanya Comstock
- Christine Quinn
- Justice forral
- Will Hulings
- Sunshine Wigen
- Antone Velone
- Megra Flatman (virtually by phone)

CONSENT AGENDA

Subsequent to the opportunity for public testimony and an opportunity for Council commentary, with no individuals requesting to speak, the following action was taken:

Upon 7-0 Voice Vote (in the affirmative), the City Council approved Staff Recommendations for the following items:

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. (OPR 2021-0630 / RFB 4401-17) (Council Sponsors: Council Members Kinnear and Bingle)

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.) (OPR 2020-0344) (Council Sponsor: Council Member Stratton)

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) (OPR 2023-0409 / ENG 2010132) (Council Sponsor: Council Member Kinnear)

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. (OPR 2013-0683) (Council Sponsors: Council Members Kinnear and Bingle)

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. (OPR 2023-0410 / IPWQ 5843-23) (Council Sponsor: Council Member Stratton)

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. (OPR 2022-0551) (Relates to Special Budget Ordinance C36380) (Council Sponsor: Council Member Kinnear)

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 (Check Nos.: 593298-593477; ACH Nos.: 114725-114923), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$6,519,901.46. (CPR 2023-0002)

Amendment to Interlocal Agreement with Spokane Regional Emergency Communications (OPR 2022-0777) (as added during the 3:30 p.m. Briefing Session) (taken separately) (Council Sponsors: Council Members Cathcart and Bingle)

Upon 6-1 Voice Vote, the City Council **approved** amendment to Interlocal Agreement with Spokane Regional Emergency Communications regarding fire dispatch communications services—\$151,202.77 per month.

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

Special Budget Ordinance C36380 (As added during the 3:30 p.m. Briefing Session) (Council Sponsors: Council Members Kinnear and Wilkerson)

Subsequent to an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Special Budget 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:

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 need of services while the Human Resources department is understaffed.)

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone
Nays: None
Abstain: None
Absent: None

There were no **Emergency Ordinances**.

RESOLUTIONS

Resolution 2023-0029 (as substituted during the 3:30 p.m. Briefing Session) (Council Sponsors: Council President Beggs and Council Member Kinnear)

After an opportunity for public testimony, with one individual requesting to speak, and Council commentary, the following actions were taken:

Motion by Council Member Cathcart, seconded by Council Member Bingle, **to defer** Resolution 2023-0029 to May 1, 2023, Agenda; **rejected 2-5**.

Upon 7-0 Roll Call Vote, the City Council **adopted Resolution 2023-0029** establishing the City's intent to transition the Cannon Street Shelter, located at 527 S. Cannon Street, into a Homeless Medical Respite Facility.

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone
Nays: None
Abstain: None
Absent: None

Resolution 2023-0031 (as added during the 3:30 p.m. Briefing Session) (Council Sponsors: Council Members Cathcart, Wilkerson, and Kinnear)

After a brief overview by Council President Beggs and an opportunity for public testimony, with none provided, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **adopted Resolution 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.

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone
Nays: None
Abstain: None
Absent: None

Resolution 2023-0030 (as added and substituted during the 3:30 p.m. Briefing Session) (Council Sponsors: Council President Beggs and Council Members Wilkerson and Zappone)

After an overview by Council President Beggs; an opportunity for public testimony, with none provided; and Council commentary, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **adopted Resolution 2023-0030**, as substituted, nominating the Spokane area to the State's Department of Health to be designated a Health Equity Zone.

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone
Nays: None
Abstain: None
Absent: None

FINAL READING ORDINANCES

Final Reading Ordinance C36376 (Council Sponsors: Council President Beggs and Council Member Zappone)

After an overview by Council President Beggs; an opportunity for public testimony, with no individuals requesting to speak; and Council commentary, the following action was taken:

Upon 4-2 Roll Call Vote, the City Council **passed Final Reading Ordinance 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.

Ayes: Beggs, Kinnear, Wilkerson, and Zappone
Nays: Bingle and Cathcart
Abstain: Stratton
Absent: None

Final Reading Ordinance C36377 (Council Sponsors: Council President Beggs and Council Member Wilkerson)

After a brief overview by Council President Beggs; an opportunity for public testimony, with no individuals requesting to speak; and Council commentary, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Final Reading Ordinance 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).

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone
Nays: None
Abstain: None
Absent: None

There were no **First Reading Ordinance**.

SPECIAL CONSIDERATIONS

City Council Letter to Michael Frucci, P.E. Regarding Highway 195 Corridor (CPR 2023-0016) (as added during the 3:30 p.m. Briefing Session)

After Council commentary, the following action was taken:

Upon 7-0 Voice Vote, the City Council **approved** the Council Letter to Michael Frucci, P.E., regarding request to coordinate discussions on funding options for the Highway 195 Corridor.

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone
Nays: None
Abstain: None
Absent: None

City Clerk Reports on Initiatives 2023-1 (LGL 2023-0023) and 2023-2 (LGL 2023-0024) Filed by Chris Batten

Council President Beggs commented on Initiatives 2023-1 and 2023-2. Initiative No. 2023-1 prohibits the public use of dangerous drugs. Initiative No. 2023-2 also prohibits the 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.) Council President Beggs stated according to the sponsor they are waiting to see what the legislature does; and, once the sponsor knows, they want to be in alignment with that and, so, they are not planning to run both initiatives. He further noted if the City Council takes no action on these items, they will be sent to the Hearing Examiner for a formal written opinion within 14 days of receipt. As the City Council took no action on either initiative, both initiatives will be transmitted by the City Clerk to the Hearing Examiner for formal written opinions.

There were **no Hearings**.

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 7:49 p.m.

Minutes prepared and submitted for publication in the April 26, 2023, issue of the *Official Gazette*.

Terri Pfister
City Clerk

Approved by Spokane City Council on May 1, 2023.

Breean Beggs
City Council President

SPECIAL MEETING MINUTES
City of Spokane
City Council Study Session
April 24, 2023

Call to Order: 9:12 a.m.

Recording of the meeting may be viewed here at:

<https://www.youtube.com/@SpokanePublicLibrary1891/streams>

Attendance:

Council Members Present: Council President Breean Beggs, Council Members Kinnear, Stratton, Cathcart, Wilkerson (arrived at 10:00 a.m.), Bingle and Zappone

Council Members Absent: None

Agenda Items:

1. Spokane Regional Collaborative Community Conversation on Homelessness
 - Presenters:
Gavin Cooley, Shane Gronholz, Rick Romero, Theresa Sanders, Mandy Champman Semple, and Sarah Schwering
 - Action taken:
No action taken. Presentation and discussion only.

Executive Session: None

Adjournment:

The meeting adjourned at 11:01 a.m.

Minutes prepared and submitted for publication in the April 26, 2023, issue of the Official Gazette.

Giacobbe Byrd
Director, Council Office

Approved by City Council on May 1, 2023.

Breean Beggs
City Council President

Attest:

Terri L. Pfister
City Clerk

MEETING MINUTES
City of Spokane
City Council Study Session
April 27, 2023

Call to Order: 11:02 a.m.

Recording of the meeting may be viewed here at <https://vimeo.com/spokanecitycouncil>.

Direct link: <https://vimeo.com/822101018>

Attendance:

Committee Members Present: Council President Breean Beggs, Council Members Kinnear, Stratton (left at 12:02 p.m.), Cathcart, Wilkerson (left at 11:40 p.m.), Bingle (left at 12:31 p.m.) and Zappone

Committee Members Absent: None

Agenda Items:

1. PIT Count Discussion

- Presenter:
Daniel Ramos, City of Spokane
Jenn Cerecedes, City of Spokane
- Action taken:
No action taken. Presentation and discussion only.

2. Matrix Study - SPD Vehicles

- Presenters:
Rick Giddings, City of Spokane
Kate Vigneau, Matrix Consulting
David Branch, Matrix Consulting
Tim Coxwell, Matrix Consulting
- Action taken:
No action taken. Presentation and discussion only.

3. Gonzaga Climate Center: Understanding and Addressing Extreme Heat in Spokane - Kaitlan Ducken

- Presenters:
Brian Henning, Gonzaga University
Kaitlan Ducken, Gonzaga University
Ben Brown, Gonzaga University
Emma Gashi, Gonzaga University

- Emily Phelps, Gonzaga University
- Action taken:
No action taken. Presentation and discussion only.

Executive Session: None

Adjournment:

The meeting adjourned at 12:43 p.m.

Minutes prepared and submitted for publication in the May 3, 2023, issue of the Official Gazette.

Giacobbe Byrd
Director, Council Office

Approved by City Council on May 1, 2023.

Breean Beggs
City Council President

Attest:

Terri L. Pfister
City Clerk



Agenda Sheet for City Council Meeting of*

05/01/2023

Briefing date: 05/01/2023

Status: **ADDITIONAL APPROVALS**

Date Rec'd (Clerk use only) 4/28/2023

Clerk's File # OPR 2022-0351

Renews #

Submitting Dept*: HOUSING & HUMAN SERVICES

Cross Ref # ORD C36384

Contact Name & Phone*: DEVIN BIVIANO 6577

Project #

Contact E-Mail*: DBIVIANO@SPOKANECITY.ORG

Bid #

Add'l Docs Attached? Contract Item

Requisition #

Agenda Item Name: Begin with Dept #

1680 - ERA2 CONTRACT AMENDMENT: DISTRIBUTION OF ADDIT

Agenda Wording*: (80 character max) Additional attached?

CHHS is requesting permission to award the additional reallocation award of \$335,295.94 in ERA2 funds to GEOCKO, Inc, dba FORWARD (formerly LiveStories). (Relates to SBO)

Summary (Background)*: (480 character max.) Additional attached?

See briefing paper.

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

Fiscal Impact Budget Account Additional attached?

Neutral	\$	335,295.94	#	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
Select	\$		#	
Select	\$		#	
Select	\$		#	

Approvals Council Notifications (Date) None

Dept Head Study Session / Other PSCH 5/1

Division Director Council Sponsor CM Kinnear and CP Beggs

Finance Distribution List (Emails preferred) Additional?

Legal dbiviano@spokanecity.org

For the Mayor jcerecedes@spokanecity.org

Additional Approvals chhsgrants@spokanecity.org

Purchasing chhsaccounting@spokanecity.org

ACCOUNTING - GRAI kclifton@spokanecity.org

Select Dept 2

Select Dept 3

Committee Agenda Sheet

Public Safety and Community Health (PSCH) Committee

Submitting Department	CHHS
Contact Name & Phone	Jennifer Cerecedes // Devin Biviano, x6577
Contact Email	jcerecedes@spokanecity.org // dbiviano@spokanecity.org
Council Sponsor(s)	CM Kinnear // CP Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	ERA2 Contract Amendment: Distribution of Additional Funding
Summary (Background)	<p>This request is to accept the recommendations of the CHHS Board/RFP Committee regarding the acceptance and distribution of \$335,295.94 in additional reallocated ERA2 rent and utility assistance funds granted by the state federal U.S. Department of the Treasury.</p> <p>The Treasury Emergency Rental Assistance 2.0 (ERA2) program is part of the federal Treasury's response to the COVID-19 disaster, making available \$25 billion.</p> <p>In October 2022 Treasury announced it would begin accepting requests from Grantees for reallocated funds; in January 2023 they announced a second round of reallocations. The amount referenced here includes reallocated funds allocated across two rounds. The ERA2 statute required reallocated funds would only be available to Grantees that had obligated at least 65% of their ERA2 allocations. Funds are intended to prevent evictions by paying rental arrears, current due rent, future rent, and utilities and home energy costs.</p> <p><i>The ERA2 program is active starting March 1, 2021, with an end date of 2025; however, the City of Spokane aims to have all ERA2 funds spent and/or obligated by subrecipients by 30 June 2023.</i></p> <p>Across two reallocations, the city was awarded an additional \$335,295.94 to distribute to qualified applicants—through existing ERA2 subrecipient <i>FORWARD</i>—as follows:</p> <ul style="list-style-type: none"> - January 2023 (applied November 2022): \$229,226.83 - April 2023 (applied January 2023): \$106,069.11 - City Admin Costs: \$0 (current levels sufficient) <p>= \$335,295.94 ERA2 funding (approx. 6.5% of original award)</p>
Proposed Council Action & Date:	<p>CHHS is requesting permission to award the additional reallocation award of \$335,295.94 in ERA2 funds to GEOCKO, Inc, dba FORWARD (formerly LiveStories).</p> <p><i>PSCH Committee: 1 May 2023</i> <i>Council Agenda: 8 May 2023</i></p>
<p>Fiscal Impact: Total Cost: N/A Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: U.S. Department of Treasury Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) N/A</p>	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

Households must meet the three federally required initial screening criteria:

- Income at or below 80% of Area Median Income (AMI).
- Experiencing a financial hardship directly or indirectly due to the COVID-19 outbreak that threatens the household's ability to pay the costs of the rental property when due.
- At risk of experiencing homelessness or housing instability.

The following households must be prioritized:

- Income at or below 50% AMI.
- Households with one or more individuals who are unemployed and have been unemployed for 90 days before application date.

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?

Detailed data is collected monthly by partners on forms provided by Treasury. Quarterly reporting will continue to be required on the additional reallocation award dollars.

The percentage of head of households provided rent assistance must at least equal the proportion to the population living in poverty in the county for each of the following groups:

- People of Color (includes Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander, Hispanic/Latinx, Asian, Other/Multi-Racial)
- Black or African American
- American Indian and Alaska Native
- Hispanic/Latinx

Additional performance targets include:

- Ten percent of households served must be young adults aged 18-25.
- Ten percent of financial assistance must be utility assistance.

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

The City of Spokane had obligated nearly 100% of its previous ERA2 award at the time of Treasury's reallocation announcement, and based on data-driven support for ongoing community need for assistance, subsequently applied for additional ERA2 funds in November 2022 and January 2023 (see 'Summary' section) for rapid distribution to emergency rental assistance applicants by FORWARD (formerly LiveStories), as with previous rounds of Treasury ERA funding.

Treasury is continuing to allow for 10% of the award for administrative fees. *The City of Spokane will not be withholding any of the funds for City of Spokane admin costs (as current levels are sufficient).*

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?

2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan



Agenda Sheet for City Council Meeting of:

05/01/2023

Date Rec'd	4/26/2023
Clerk's File #	OPR 2022-0449
Renews #	
Cross Ref #	ORD C36385
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	DEVIN BIVIANO 6577
Contact E-Mail	DBIVIANO@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	ERAP 2.0 CONTRACT AMENDMENTS: DISTRIBUTION OF ADDITIONAL FUNDING

Agenda Wording
 Approval of CHHS Dept to accept and subgrant ERAP 2.0 funds to partner agencies FORWARD (fka LiveStories) (OPR 2022-0451), Carl Maxey Center (OPR 2022-0449), and Family Promise (OPR 2022-0450).

Summary (Background)
 This request is to accept the recommendations of the CHHS Board/RFP Committee regarding the acceptance and distribution of \$2 million in additional reallocated rent and utility assistance funds granted by the state Department of Commerce for the Eviction Rent Assistance Program 2.0 (ERAP 2.0) to community partner agencies.

Lease? NO	Grant related? YES	Public Works? NO
Fiscal Impact		Budget Account
Neutral	\$ 2,000,000	# XXXXXXXXXXXXXXXXXXXX
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	FINCH, ERIC	Study Session\Other	PSCH 5/1/23
Division Director	FINCH, ERIC	Council Sponsor	CM Kinnear, CP Beggs
Finance	MURRAY, MICHELLE	Distribution List	
Legal	HARRINGTON, MARGARET	dbiviano@spokanecity.org	
For the Mayor	KIRK, JESSICA	jcercedes@spokanecity.org	
Additional Approvals		chhsgrants@spokanecity.org	
Purchasing		chhsaccounting@spokanecity.org	
ACCOUNTING - GRANTS	MURRAY, MICHELLE	kclifton@spokanecity.org	

Committee Agenda Sheet

Public Safety and Community Health (PSCH) Committee

Submitting Department	CHHS
Contact Name & Phone	Jennifer Cerecedes // Devin Biviano, x6577
Contact Email	jcerecedes@spokanecity.org // dbiviano@spokanecity.org
Council Sponsor(s)	CM Kinnear // CP Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	ERAP 2.0 Contract Amendments: Distribution of Additional Funding
Summary (Background)	<p>This request is to accept the recommendations of the CHHS Board/RFP Committee regarding the acceptance and distribution of \$2 million in additional reallocated rent and utility assistance funds granted by the state Department of Commerce for the Eviction Rent Assistance Program 2.0 (ERAP 2.0) to community partner agencies.</p> <p>ERAP 2.0 is a continuation of Washington State's response to the COVID-19 disaster. \$7,604,333 has been allocated to the City of Spokane from the ARPA/Coronavirus State Fiscal Recovery Fund in two previous rounds, almost all of which is expended and/or obligated. This additional funding will be accepted and distributed according to the ongoing need of each partner agency.</p> <p>The ERAP 2.0 program is active between October 2021-June 2023, and all funds must be expended by 30 June 2023. The City was awarded an additional \$2,000,000; after City Admin costs of \$0 (due to current Admin levels being sufficient) the amount to be distributed to the three community partner agencies below is \$2,000,000.</p> <p>The amounts to be distributed to each of the three partners, as confirmed by the CHHS Board based on the recommendation of the RFP Committee following their review of current program status are:</p> <ul style="list-style-type: none"> - <i>FORWARD (fka LiveStories):</i> \$1,750,000 - <i>Carl Maxey Center:</i> \$150,000 - <i>Family Promise of Spokane:</i> \$100,000 <p style="text-align: center;">= \$2,000,000 additional distributed to partner agencies processing ERAP 2.0 applications in the City of Spokane</p>
Proposed Council Action & Date:	<p>Please approve the CHHS Board's distribution of ERAP 2.0 funds to partner agencies for disbursement to applicants.</p> <p><i>PSCH Committee:</i> 1 May 2023 (or UE 8 May 2023) <i>Council Agenda:</i> 8 May 2023 (or 15 May 2023)</p>
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Department of Treasury via Department of Commerce Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

The ERAP 2.0 money requires that the funds are distributed equitably based on population demographics. Partner agencies include 'by and for' organizations that prioritize BIPOC and underrepresented applicants.

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?

Providers will submit monthly reports, which are processed and communicated to the Department of Commerce and Department of the Treasury as required; data is also posted on the City's Rental Assistance webpage for public viewing.

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

Review of financial data and program outcomes will be used to improve the ongoing effectiveness and efficiency of the program.

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

This proposal aligns with the 5-year strategy to end homelessness.



Agenda Sheet for City Council Meeting of:

05/01/2023

Date Rec'd	4/26/2023
Clerk's File #	OPR 2022-0450
Renews #	
Cross Ref #	ORD C36385
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	DEVIN BIVIANO 6577
Contact E-Mail	DBIVIANO@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	ERAP 2.0 CONTRACT AMENDMENTS: DISTRIBUTION OF ADDITIONAL FUNDING

Agenda Wording

Approval of CHHS Dept to accept and subgrant ERAP 2.0 funds to partner agencies FORWARD (fka LiveStories) (OPR 2022-0451), Carl Maxey Center (OPR 2022-0449), and Family Promise (OPR 2022-0450).

Summary (Background)

This request is to accept the recommendations of the CHHS Board/RFP Committee regarding the acceptance and distribution of \$2 million in additional reallocated rent and utility assistance funds granted by the state Department of Commerce for the Eviction Rent Assistance Program 2.0 (ERAP 2.0) to community partner agencies.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Neutral \$ 2,000,000

Select \$

Select \$

Select \$

Budget Account

XXXXXXXXXXXXXXXXXXXX

#

#

#

Approvals

Dept Head	FINCH, ERIC
Division Director	FINCH, ERIC
Finance	MURRAY, MICHELLE
Legal	HARRINGTON, MARGARET
For the Mayor	KIRK, JESSICA

Council Notifications

Study Session\Other	PSCH 5/1/23
Council Sponsor	CM Kinnear, CP Beggs
Distribution List	dbiviano@spokanecity.org
	chhsgrants@spokanecity.org
	chhsaccounting@spokanecity.org
ACCOUNTING - GRANTS	MURRAY, MICHELLE kclifton@spokanecity.org

Committee Agenda Sheet

Public Safety and Community Health (PSCH) Committee

Submitting Department	CHHS
Contact Name & Phone	Jennifer Cerecedes // Devin Biviano, x6577
Contact Email	jcerecedes@spokanecity.org // dbiviano@spokanecity.org
Council Sponsor(s)	CM Kinnear // CP Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	ERAP 2.0 Contract Amendments: Distribution of Additional Funding
Summary (Background)	<p>This request is to accept the recommendations of the CHHS Board/RFP Committee regarding the acceptance and distribution of \$2 million in additional reallocated rent and utility assistance funds granted by the state Department of Commerce for the Eviction Rent Assistance Program 2.0 (ERAP 2.0) to community partner agencies.</p> <p>ERAP 2.0 is a continuation of Washington State's response to the COVID-19 disaster. \$7,604,333 has been allocated to the City of Spokane from the ARPA/Coronavirus State Fiscal Recovery Fund in two previous rounds, almost all of which is expended and/or obligated. This additional funding will be accepted and distributed according to the ongoing need of each partner agency.</p> <p>The ERAP 2.0 program is active between October 2021-June 2023, and all funds must be expended by 30 June 2023. The City was awarded an additional \$2,000,000; after City Admin costs of \$0 (due to current Admin levels being sufficient) the amount to be distributed to the three community partner agencies below is \$2,000,000.</p> <p>The amounts to be distributed to each of the three partners, as confirmed by the CHHS Board based on the recommendation of the RFP Committee following their review of current program status are:</p> <ul style="list-style-type: none"> - <i>FORWARD (fka LiveStories):</i> \$1,750,000 - <i>Carl Maxey Center:</i> \$150,000 - <i>Family Promise of Spokane:</i> \$100,000 <p style="text-align: center;">= \$2,000,000 additional distributed to partner agencies processing ERAP 2.0 applications in the City of Spokane</p>
Proposed Council Action & Date:	<p>Please approve the CHHS Board's distribution of ERAP 2.0 funds to partner agencies for disbursement to applicants.</p> <p><i>PSCH Committee:</i> 1 May 2023 (or UE 8 May 2023) <i>Council Agenda:</i> 8 May 2023 (or 15 May 2023)</p>
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Department of Treasury via Department of Commerce Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

The ERAP 2.0 money requires that the funds are distributed equitably based on population demographics. Partner agencies include 'by and for' organizations that prioritize BIPOC and underrepresented applicants.

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?

Providers will submit monthly reports, which are processed and communicated to the Department of Commerce and Department of the Treasury as required; data is also posted on the City's Rental Assistance webpage for public viewing.

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

Review of financial data and program outcomes will be used to improve the ongoing effectiveness and efficiency of the program.

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

This proposal aligns with the 5-year strategy to end homelessness.



Agenda Sheet for City Council Meeting of:

05/01/2023

Date Rec'd	4/26/2023
Clerk's File #	OPR 2022-0451
Renews #	
Cross Ref #	ORD C36385
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	DEVIN BIVIANO 6577
Contact E-Mail	DBIVIANO@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	ERAP 2.0 CONTRACT AMENDMENTS: DISTRIBUTION OF ADDITIONAL FUNDING

Agenda Wording
 Approval of CHHS Dept to accept and subgrant ERAP 2.0 funds to partner agencies FORWARD (fka LiveStories) (OPR 2022-0451), Carl Maxey Center (OPR 2022-0449), and Family Promise (OPR 2022-0450).

Summary (Background)
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Lease? NO	Grant related? YES	Public Works? NO
Fiscal Impact		Budget Account
Neutral	\$ 2,000,000	# XXXXXXXXXXXXXXXXXXXX
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	FINCH, ERIC	Study Session\Other	PSCH 5/1/23
Division Director	FINCH, ERIC	Council Sponsor	CM Kinnear, CP Beggs
Finance	MURRAY, MICHELLE	Distribution List	
Legal	HARRINGTON, MARGARET	dbiviano@spokanecity.org	
For the Mayor	KIRK, JESSICA	jcercedes@spokanecity.org	
Additional Approvals		chhsgrants@spokanecity.org	
Purchasing		chhsaccounting@spokanecity.org	
ACCOUNTING - GRANTS	MURRAY, MICHELLE	kclifton@spokanecity.org	

Committee Agenda Sheet

Public Safety and Community Health (PSCH) Committee

Submitting Department	CHHS
Contact Name & Phone	Jennifer Cerecedes // Devin Biviano, x6577
Contact Email	jcerecedes@spokanecity.org // dbiviano@spokanecity.org
Council Sponsor(s)	CM Kinnear // CP Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	ERAP 2.0 Contract Amendments: Distribution of Additional Funding
Summary (Background)	<p>This request is to accept the recommendations of the CHHS Board/RFP Committee regarding the acceptance and distribution of \$2 million in additional reallocated rent and utility assistance funds granted by the state Department of Commerce for the Eviction Rent Assistance Program 2.0 (ERAP 2.0) to community partner agencies.</p> <p>ERAP 2.0 is a continuation of Washington State's response to the COVID-19 disaster. \$7,604,333 has been allocated to the City of Spokane from the ARPA/Coronavirus State Fiscal Recovery Fund in two previous rounds, almost all of which is expended and/or obligated. This additional funding will be accepted and distributed according to the ongoing need of each partner agency.</p> <p>The ERAP 2.0 program is active between October 2021-June 2023, and all funds must be expended by 30 June 2023. The City was awarded an additional \$2,000,000; after City Admin costs of \$0 (due to current Admin levels being sufficient) the amount to be distributed to the three community partner agencies below is \$2,000,000.</p> <p>The amounts to be distributed to each of the three partners, as confirmed by the CHHS Board based on the recommendation of the RFP Committee following their review of current program status are:</p> <ul style="list-style-type: none"> - <i>FORWARD (fka LiveStories):</i> \$1,750,000 - <i>Carl Maxey Center:</i> \$150,000 - <i>Family Promise of Spokane:</i> \$100,000 <p style="text-align: center;">= \$2,000,000 additional distributed to partner agencies processing ERAP 2.0 applications in the City of Spokane</p>
Proposed Council Action & Date:	<p>Please approve the CHHS Board's distribution of ERAP 2.0 funds to partner agencies for disbursement to applicants.</p> <p><i>PSCH Committee:</i> 1 May 2023 (or UE 8 May 2023) <i>Council Agenda:</i> 8 May 2023 (or 15 May 2023)</p>
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Department of Treasury via Department of Commerce Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

The ERAP 2.0 money requires that the funds are distributed equitably based on population demographics. Partner agencies include 'by and for' organizations that prioritize BIPOC and underrepresented applicants.

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?

Providers will submit monthly reports, which are processed and communicated to the Department of Commerce and Department of the Treasury as required; data is also posted on the City's Rental Assistance webpage for public viewing.

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

Review of financial data and program outcomes will be used to improve the ongoing effectiveness and efficiency of the program.

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

This proposal aligns with the 5-year strategy to end homelessness.



Agenda Sheet for City Council Meeting of:
05/01/2023

Date Rec'd	4/26/2023
Clerk's File #	OPR 2023-0473
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR24887

Submitting Dept	INNOVATION & TECHNOLOGY SERVICES
Contact Name/Phone	MICHAEL SLOON 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5300 - INTERLOCAL AGREEMENT WSDOT - CONDUIT WELLESLEY

Agenda Wording

Interlocal agreement with Washington State Department of Transportation to reimburse WSDOT for conduit under Wellesley. Total estimate of \$148,585.00 plus sales tax.

Summary (Background)

Installation of conduit in a WSDOT project along the section of Wellesley that is the underpass for the North-South Freeway. This section of conduit provides for future digital connectivity to the north east is assist with digital equity and for southern access to the Northeast PDA. Normally, this effort is pre-planned in existing city projects. Since this project is WSDOT led, we need a separate approval to fund the expected \$148,585.00 plus sales.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ \$148,585.00
Select	\$
Select	\$
Select	\$

Budget Account

#	5310-73100-94180-56305
#	
#	
#	

Approvals

Dept Head	FINCH, ERIC
Division Director	FINCH, ERIC
Finance	MURRAY, MICHELLE
Legal	HARRINGTON, MARGARET
For the Mayor	KIRK, JESSICA

Council Notifications

Study Session\Other	Public Safety Committee 5/1/2023
Council Sponsor	CM Kinnear

Additional Approvals

Purchasing	
	Accounting - ywang@spokanecity.org
	Contract Accounting - ddaniels@spokanecity.org
	Legal - mharrington@spokanecity.org
	Purchasing - cwahl@spokanecity.org
	IT - itadmin@spokanecity.org
	Tax & Licenses

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Innovation and Technology Services Division
Contact Name	Michael Sloon
Contact Email & Phone	mslon@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: May 1, 2023
Agenda Item Name	ITSD conduit amendment for WADOT Wellesley project
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Installation of conduit in a WADOT project along the section of Wellesley that is the underpass for the North-South Freeway. This section of conduit provides for future digital connectivity to the north east is assist with digital equity and for southern access to the Northeast PDA. Normally, this effort is pre-planned in existing city projects. Since this project is WADOT led, we need a separate approval to fund the expected \$148,585.
Proposed Council Action	Brief and approve contract amendment to WADOT including accelerated approval
Fiscal Impact \$148,585.00 plus sales tax Total Cost: <u>\$148,585.00 plus sales tax</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: 5310 capital fund for initial expense. NEPDA has committed \$50,000 to reimburse and additional reimbursement may come from the County. 5310-73100-94180-56305 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? This enhances the capability for any broadband provider to access digital divide areas in the northeast part of the City. It also closes infrastructure gaps for the NEPDA.	
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 project continues the policy to invest in digital infrastructure to create low cost and open access pathways in the city.	

GCB 3845

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into between City of Spokane, a municipal corporation of the State of Washington, hereinafter referred to as “Local Agency,” and Washington State Department of Transportation, hereinafter referred to as “WSDOT,” hereinafter to be referred to individually as the “Party” and collectively as the “Parties.”

1. The Local Agency would like to install IT conduit in Wellesley that is currently under construction as a part of the NSC Spokane River to Columbia project, hereinafter referred to as the “IT Project”,
2. The Local Agency desires to make this improvement in conjunction with WSDOT’s current IT Project, to coordinate City improvements most effectively with WSDOT improvements, and most effectively utilize public resources by having WSDOT’s IT Project contractor perform the contemplated Local Agency Work under the IT Project contract by means of a Change Order (Change Order Work).
3. The Local Agency shall reimburse WSDOT for all actual direct and related indirect costs incurred by WSDOT for the added Change Order Work to the IT Project as shown in Exhibit A.
4. WSDOT and the Local Agency now wish to define each Party’s responsibilities for design, construction, inspection, materials testing, costs, and Change Order Work.

Now, therefore, by virtue of Title 39.34 RCW, pursuant to the above recitals that are incorporated herein as if fully set forth below and in consideration of the terms, conditions, covenants and performances contained in or the attached Exhibits A and B by this reference made a part of this Agreement,

It is mutually agreed as follows:

1. Pre-Construction and Construction Provisions:

- 1.1 The IT Project and Change Order Work plans, specifications, and special provisions (IT Project Documents) are to be prepared in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, 2020 edition, and amendments thereto (2020 Standard Specifications), and the Washington State Department of Transportation Design Manual, M 22-01, current version, unless otherwise noted.
2. **WSDOT Responsibilities**
 - 2.1 Review city design of proposed Change Order Work.
 - 2.2 Negotiate and execute change order for Change Order Work with Contractor.

- 2.3 Provide construction inspection of IT Project construction and Change Order Work in consultation with the city construction management team.
- 2.4 Pay Contractor for Change Order Work, which shall be reimbursed by Local Agency.
- 2.5 Survey (stake) the IT conduit alignment for Change Order Work within 3 days of Contractor's request for survey.

3. Local Agency Responsibilities

- 3.1 Obtain necessary permitting for the Project and Change Order Work.
- 3.2 Mitigate any disruption to WSDOT's proposed mitigation areas.
- 3.3 Design the proposed Change Order Work in such a way that complies with permit requirements and does not negatively impact WSDOT's construction activities.
- 3.4 Consult with WSDOT during the construction phase of the proposed Change Order Work.
- 3.5 Pay WSDOT to act as lead agency and construct the proposed IT Project, which shall include all WSDOT direct and related indirect costs associated with the Change Order Work.

4. Construction

- 4.1 WSDOT will be the Local Agency's Representative during construction and will act as lead agency in the construction and administration of the IT Project and Change Order Work. A description of the work to be accomplished on the Change Order Work is attached and is incorporated into this Agreement as Exhibit B. WSDOT will provide all necessary services and tools, including but not limited to Contract administration, inspection, materials testing, and the representation necessary to administer and manage the construction Contract for the IT Project and Change Order Work to ensure work is constructed in accordance with the Contract documents. WSDOT may utilize a consultant in providing some of these services.
- 4.2 WSDOT will allow the Local Agency to consult with and inquire of the WSDOT Representative, attend all meetings, and have access to all documentation as to all matters concerning the Change Order Work. The Local Agency shall not provide direction, directly or indirectly to the contractor. All contact between said Local Agency and the Contractor shall be through WSDOT's Representative.

- 4.3 The Local Agency may inspect the Change Order Work and shall accept the Change Order Work if it conforms with the Change Order Work Plans and specifications, within 30 days of its completion. Any costs for such inspection shall be borne solely by the Local Agency.
- 4.4 WSDOT will maintain one set of plans as the official "as-built" set, then make notations in red ink of all plan revisions typically recorded per standard WSDOT practices, in accordance with the Construction Manual. Once final acceptance of the Contract has occurred, WSDOT will submit one reproducible set of as-built plans for the Change Order Work to the Local Agency no later than 180 days after Final Acceptance.
- 4.5 WSDOT will prepare the permanent final construction documentation in general conformance with Section 10-3.1A (1) of the WSDOT Construction Manual.

5. Archeological and/or Historical Findings

- 5.1 If any archaeological and/or historical resources are revealed in the Change Order Work vicinity, work shall immediately stop work. WSDOT will retain a qualified archaeologist, at the Local Agency's sole cost and expense, who shall evaluate the site. The WSDOT Representative, in consultation with applicable WSDOT personnel, shall be solely responsible for determining when and under what circumstances the Change Order Work may continue. The Local Agency agrees that costs incurred as a result of a suspension of the Change Order Work pursuant to this provision shall be part of the Change Order Work costs and shall be the sole responsibility of the Local Agency; provided, if the discovery of archaeological and/or historical resources is more closely related to WSDOT's IT Project, in WSDOT's sole discretion, then Local Agency shall have no responsibility for said costs. WSDOT shall have no cost liability as provided in Section 6.1.

6. Payment

- 6.1 The Local Agency agrees that it shall be responsible for all actual direct and related indirect costs associated with construction and contract administration related to the Change Order Work. This Change Order Work is estimated to be \$148,585.25, which is inclusive of WSDOT's direct and indirect fees associated with the cost of the Construction Administration work. (Exhibit A). WSDOT shall invoice the Local Agency and provide supporting documentation, for which the Local Agency agrees to pay WSDOT within thirty (30) calendar days of receipt and approval of an invoice. A partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final invoice, the Parties will resolve any discrepancies.
- 6.2 Increase in Cost: In the event unforeseen conditions require an increase in the cost of the work listed above in Section 6.1, (including sales tax, engineering, contingencies, and WSDOT overhead) by more than Twenty-Five (25) percent, the Parties agree to modify the amount listed in Section 6.1 to include such cost increase. Local Agency shall be responsible for any such cost increases.
- 6.3 Contract administration costs shall commence on the day of execution.

- 6.4 The cost of the construction of the Change Order Work includes items set forth in the Contract documents. Construction contingencies may be used for cost increases to the Project Contract work, including any change orders.
- 6.5 The WSDOT Representative (or designee) will hold progress estimate review meetings with the contractor as needed and will invite the Local Agency to participate in these reviews when they occur. WSDOT will be responsible for making progress payments and final payments to the contractor in accordance with the 2020 WSDOT Standard Specifications. WSDOT shall invoice the Local Agency and provide supporting documentation, for which the Local Agency agrees to reimburse WSDOT within thirty (30) calendar days of receipt.
- 7. Right of Entry**
The Local Agency hereby grants to WSDOT and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the Local Agency has an interest for the purpose of constructing the Change Order Work and IT Project.
- 8. Change Orders**
- 8.1 Changes to the Project Contract will be documented by change order in accordance with the 2020 WSDOT Standard Specifications. WSDOT shall process change orders for all the changes affecting the Project in accordance with Section 1-04.4 of the 2020 WSDOT Standard Specifications.
- 8.2 WSDOT will advise the Local Agency of any proposed required changes affecting the Change Order Work as soon as possible and provide an opportunity, if time permits, to review the change before implementation. WSDOT will determine the length of the review time based upon the need to expedite the change to avoid delay to the Contractor.
- 8.3 WSDOT shall submit proposed Change Order Work change orders in excess of \$10,000 to the Local Agency for review and approval prior to the issuance of a change order to the Contractor. Local Agency shall respond within 7 days of receipt of the proposed change order, or such other time period as mutually agreed by the Parties so as to not delay the Change Order Work or the IT Project. WSDOT has the right to issue change orders necessary to, in its sole discretion, preserve public safety without first obtaining Local Agency approval. In such circumstances, Local Agency agrees that WSDOT may issue change orders of \$10,000 or less without the Local Agency's approval when aggregated they are less than 25 percent of the estimate for the Change Order Work. If cumulative change orders are anticipated to exceed that amount, WSDOT shall timely notify the Local Agency so staff may seek additional change order authority from City Council so that the IT Project and Change Order Work are not delayed. The Local Agency further agrees to reimburse WSDOT for all change orders as provided in this agreement. Time and monetary impacts to the IT Project or Change Order Work that occur while waiting for Local Agency change order approval will be borne by the Local Agency.

8.4 The Local Agency's EOR shall be responsible for providing revised plan sheets, specifications, quantities, updated design information, and staking information, as necessary for Change Order Work and any further change orders. WSDOT will make available to the Local Agency all change order documentation related to the Change Order Work.

9. Final Inspection and Project Acceptance

9.1 Punch List: WSDOT shall notify the Local Agency in writing of Substantial Completion, as defined in the 2020 WSDOT Standard Specifications, of the Change Order Work, within five (5) working days of said completion. WSDOT shall prepare the punch list and oversee any necessary Contractor corrections to the Change Order Work. WSDOT shall include the Local Agency in a walk-through of the Change Order Work to assist WSDOT in compiling punch list items that are related to the Change Order Work.

9.2 Project Acceptance: After Physical Completion of the Change Order Work, as defined in the 2020 WSDOT Standard Specification, the Local Agency will provide WSDOT with a Letter of Acceptance of the Change Order Work, after the following items have been completed:

- a. Satisfactory completion of the Change Order Work as determined by WSDOT and the Local Agency and all Agreement obligations.
- b. Final inspection of the Change Order Work by WSDOT and the Local Agency.
- c. Submittal by WSDOT to the Local Agency of a complete set of as-built plans acceptable to the Local Agency and final record documentation for the Change Order Work; and

The Local Agency's Letter of Acceptance shall include a release of WSDOT from all Change Order Work maintenance, past, present and future claims and/or demands of any nature resulting from the performance of the IT Project work, except for claims resulting from negligent construction defects of a latent nature located within the Change Order Work and IT Project limits or NSC right of way, and subject to WSDOT's obligations.

9.2.1 The Local Agency may withhold its Change Order Work acceptance by submitting written notification, including the reason(s) for withholding acceptance, to WSDOT, within thirty (30) calendar days following the date the final inspection was performed. The Parties shall work together in good faith to resolve the outstanding issues identified in the Local Agency's written notification. If any issues cannot be resolved within forty-five (45) calendar days after the Local Agency's notification, the Parties agree to meet and discuss a resolution of the outstanding issue(s) within the forty-five (45) calendar day and time frame, including providing for an extension of time in which to resolve all matters.

9.2.2 Upon final resolution of the outstanding issues, the Local Agency agrees to

deliver a Letter of Acceptance to WSDOT.

9.2.3 The Local Agency shall continue to be responsible for all actual direct and related indirect costs incurred by WSDOT, until the outstanding issue(s) have been resolved, a Letter of Acceptance has been issued, and all payments have been made pursuant to Section 6.

10. Indemnification and Hold Harmless

10.1 Each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, 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 property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials or employees.

10.2 The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose, only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

10.3 This indemnification and waiver shall survive the termination of this Agreement.

11. Records and Audit

11.1 During construction of the IT Project through IT Project Acceptance, WSDOT will maintain all records and accounts pertaining to the construction and Contract administration of the IT Project. After closeout, and for a period of not less than six (6) years from the date of final payment to the Contractor, the records and accounts pertaining to the construction and Contract administration of the portions of the IT Project, shall be maintained and kept available by WSDOT for inspection and audit by the Local Agency and federal government and for use in the event of litigation, claim or any other purpose. All records generated or used in this IT Project shall be subject to the Public Record Act, chapter 42.56 RCW. The Local Agency is responsible for retention of records provided after closeout for Local Agency constructed facilities in accordance with the appropriate retention policies. In the event of litigation or claim arising from the performance of this Agreement, WSDOT agrees to maintain the records and accounts until all such litigation, appeal or claim are finally resolved. This Section shall survive termination of this Agreement.

12. Claims

12.1 Claims for Additional Payment

12.1.1 In the event the Contractor makes a claim for additional payment concerning the Change Order Work, WSDOT will notify the Local Agency immediately of such claims. Such claims shall be made in the manner and form as provided for in the 2020 WSDOT Standard Specifications.

12.1.2 The Local Agency shall have the right to review and discuss the settlement of all claims presented by the Contractor related to Change Order Work. The ultimate decision to pay a claim will be by mutual agreement of the Local Agency and WSDOT. In the event such claims concerning Change Order Work are not resolved, the Local Agency shall defend itself and WSDOT, and indemnify and hold harmless WSDOT, against such claims at its sole cost and shall pay any settlement, court judgment or arbitration award resulting from such claims, provided that the Local Agency shall not be obligated to pay such claims or the cost of defense to the extent that the claims are caused solely by the negligent acts or omissions of WSDOT in administering the contract. WSDOT will cooperate with the Local Agency in the Local Agency's defense of the claim. The Local Agency shall reimburse any WSDOT costs incurred in providing such assistance.

13. Amendments

13.1 This Agreement, including the attached Exhibits, may be amended, or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

14. Termination

14.1 The Secretary of the Department of Transportation, or designee, may terminate this Agreement if the funding for the IT Project becomes unavailable or otherwise determined to be in the best interest of WSDOT.

14.2 The Local Agency, may terminate this Agreement if the funding for Change Order Work becomes unavailable or otherwise determined to be in the best interest of the Local Agency.

14.3 If either Party terminates this Agreement pursuant to Section 14, the terminating Agency shall give the other Party at least 90 days advance written notice and shall fully satisfy all obligations which are current and /or are otherwise non-cancellable prior to the effective date of termination.

15. Dispute Resolution

15.1 The Parties agree that any and all disputes or claims arising out of or relating to this Agreement shall be submitted to a mediator selected by both Parties for mediation pursuant to Section 15.2 below.

15.2 Mediation. Either Party may commence mediation by providing the other Party with a written request for mediation, setting forth the matter in dispute and the relief requested. The Parties agree to cooperate with one another in selecting a mediator and scheduling mediation proceedings. The Parties agree to participate in the mediation in good faith. The Local Agency agrees, at its sole cost and expense, to pay all costs of the mediation between the Parties. WSDOT shall have no cost liability as provided in Section 6.1. If the Parties do not agree on a mediation service to conduct the mediation, the mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. All offers, promises, conduct and statements, whether written or oral, made in the course of mediation are confidential, privileged, and/or inadmissible for any purpose in any litigation or arbitration of the dispute, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in mediation.

15.3 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement after the mediation process outlined in 15.2 is concluded, the Parties agree that any such action or proceedings shall be brought in the superior court situated in Spokane County, Washington unless filing in another county is required under any provision of the Revised Code of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.

16. Term of Agreement

16.1 Unless otherwise provided herein, the term of this Agreement shall commence and shall be binding on the Parties as of the date this Agreement is fully executed and shall continue until the Project is accepted by the Local Agency pursuant to Section 9, all payments are made as required under Section 6.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the party's date signed last below.

CITY OF SPOKANE	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By:	By:
Printed:	Printed: Todd Trepanier, P.E.
Title:	Title: Regional Administrator
Date:	Date:

APPROVED AS TO FORM	APPROVED AS TO FORM
By:	By:
Printed:	Printed:
Title:	Title: Assistant Attorney General
Date:	Date:

C9587 - Change Order #44 (CoS ITS) Agreement

	<i>Unit</i>	<i>Quantity</i>	<i>Cost</i>	<i>Total Costs</i>
* Contractor Estimate	LS	1		\$127,500.00
Indirect Costs	1	12.67%		\$16,154.25
Direct Costs				
PM	HR	22	\$68.00	\$1,496.00
OE	HR	15	\$68.00	\$1,020.00
Insp	HR	24	\$65.00	\$1,560.00
Design	HR	15	\$57.00	\$855.00

Total Costs for CO Agreement \$148,585.25

Round to \$148,585.00

* Includes all Markups

Plan Sheets

Contract Plan Sheets 290A of 562 (ITS 18A), 290B of 562 (ITS 18B), 290C of 562 (ITS 18C), and City of Spokane Standard Plan J-112A is added.

Description

This change order adds 4" electrical conduit and 2 Pull Boxes to the south side of Wellesley Avenue as shown in the added plan sheets. This change order was at the request of the City of Spokane.

Materials

All added materials, as shown, shall meet the requirements of the contract.

Construction Requirements

All items, as shown, shall meet the requirements of the contract.

Measurement

There is no specific unit of measure.

Payment

"CO 44 CoS ITS" by Lump Sum.

The lump sum item "CO 44 CoS ITS" shall be full compensation per Section 1-09.4 for labor, materials, and equipment to complete the work as described.

Contract Time

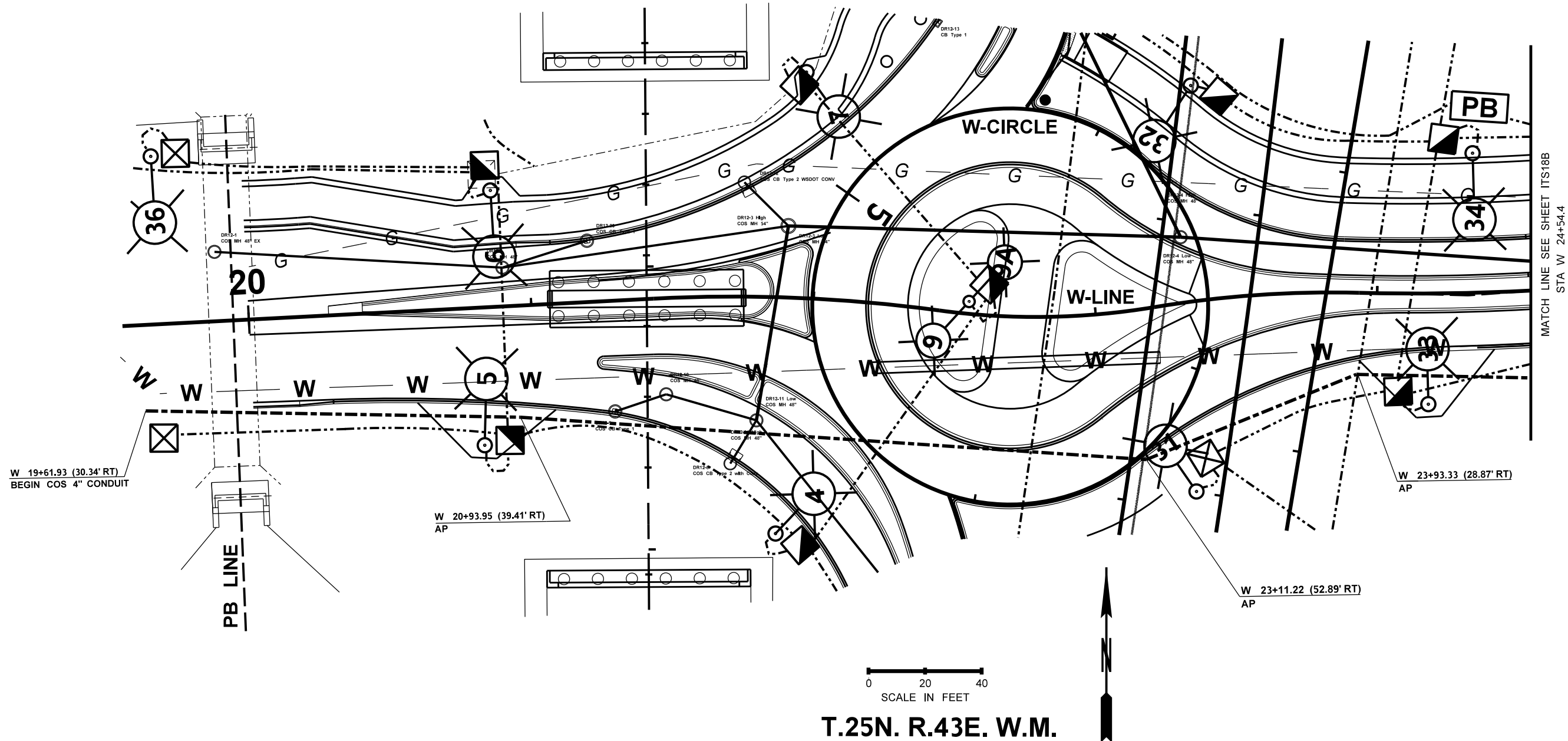
Contract time is not affected by this change order.

GCB 3845
 Exhibit B Change Order
 Page 2 of 5

T.26N. R.43E. W.M.
 CITY OF SPOKANE

LEGEND	
COS 4" CONDUIT	-----
COS PULLBOX	⊙

GENERAL NOTES
 1: SEE CITY OF SPOKANE STANDARD PLAN J-112A FOR PULLBOX DETAIL



FILE NAME: G:\C9587 - US 395 NSC Spokane River to Columbia\9.Change Orders\B.Change Orders filed by CO Number\CO 44 - CoS ITS\PLAN SHEETS\CALDIC9587_ITS18A.dgn		REGION NO. STATE		FED.AID PROJ.NO.						US 395		PLAN REF NO
TIME: 1:51:09 PM		10	WASH					NSC SPOKANE RIVER TO COLUMBIA		ITS18A		
DATE: 4/26/2023		JOB NUMBER		LOCATION NO.						SHEET		
PLOTTED BY: AusbanJ		20Z001								290A		
DESIGNED BY: CITY OF SPOKANE		CONTRACT NO.								OF		
ENTERED BY: C. CASH										562		
CHECKED BY: J. AUSBAND										SHEETS		
PROJ. ENGR.: J. QUALLEY, P.E.										CITY OF SPOKANE ITS		
REGIONAL ADM.: T. TREPANIER, P.E.	REVISION	DATE	BY	P.E. STAMP BOX		DATE						

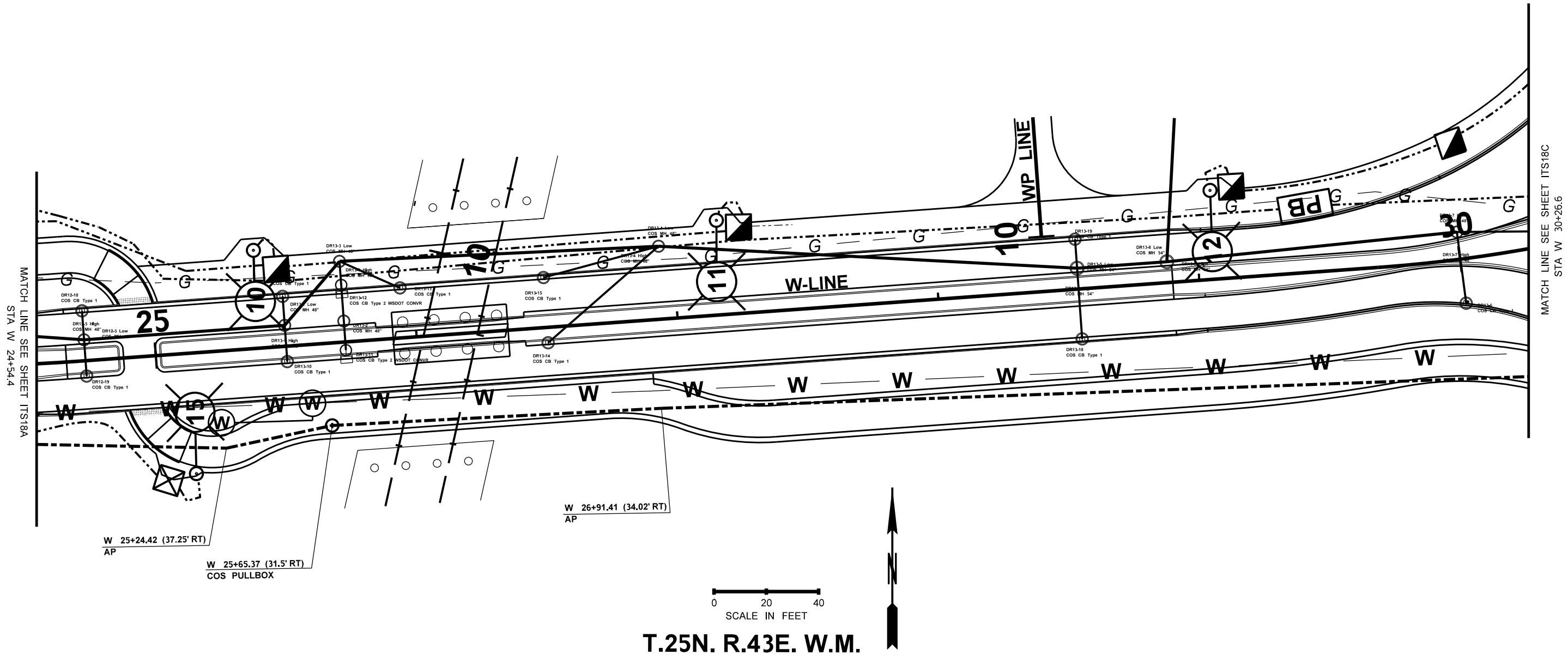
GCB 3845
Exhibit B Change Order
Page 3 of 5

T.26N. R.43E. W.M.
CITY OF SPOKANE

LEGEND	
COS 4" CONDUIT	-----
COS PULLBOX	⊙

GENERAL NOTES

1: SEE CITY OF SPOKANE STANDARD PLAN J-112A FOR PULLBOX DETAIL



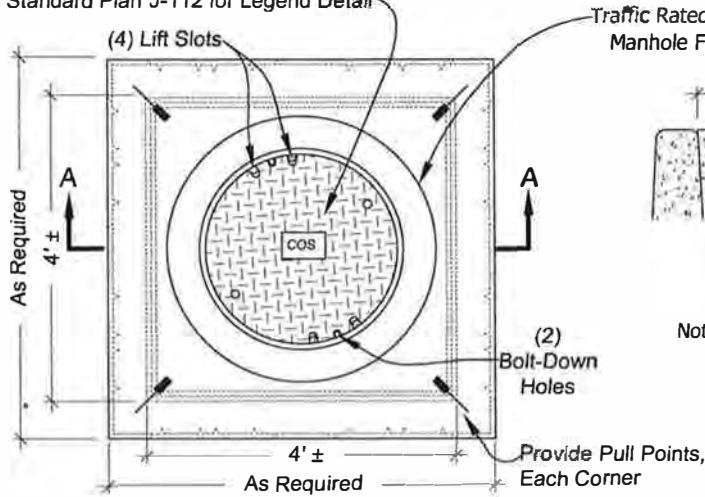
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TIME	2:00:28 PM		
DATE	4/26/2023		
PLOTTED BY	AusbanJ		
DESIGNED BY	CITY OF SPOKANE		
ENTERED BY	C. CASH		
CHECKED BY	J. AUSBAND		
PROJ. ENGR.	J. QUALLEY, P.E.		
REGIONAL ADM.	T. TREPANIER, P.E.		
	REVISION	DATE	BY

REGION NO.	STATE	FED.AID PROJ.NO.
10	WASH	
JOB NUMBER	20Z001	
CONTRACT NO.	LOCATION NO.	

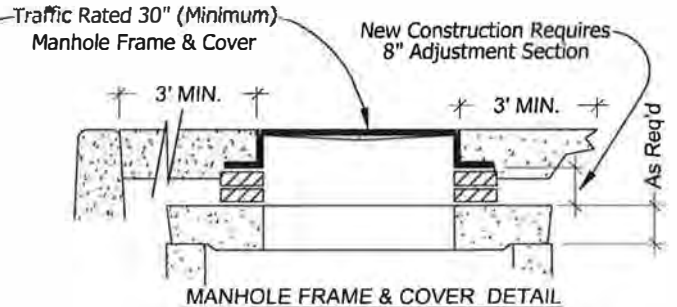


US 395 NSC SPOKANE RIVER TO COLUMBIA	PLAN REF NO ITS18B
CITY OF SPOKANE ITS	SHEET 290B OF 562 SHEETS

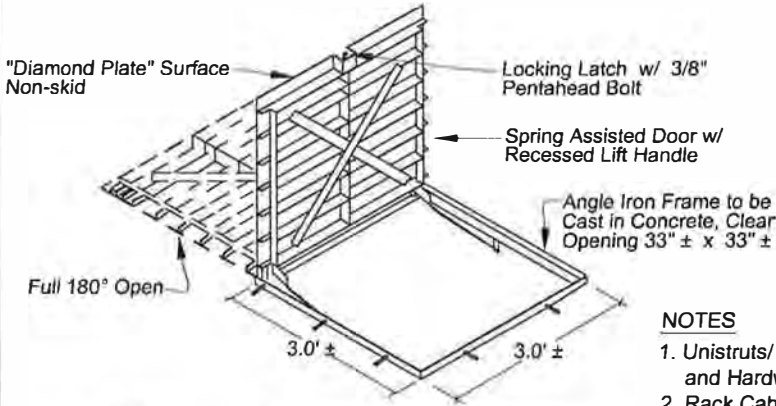
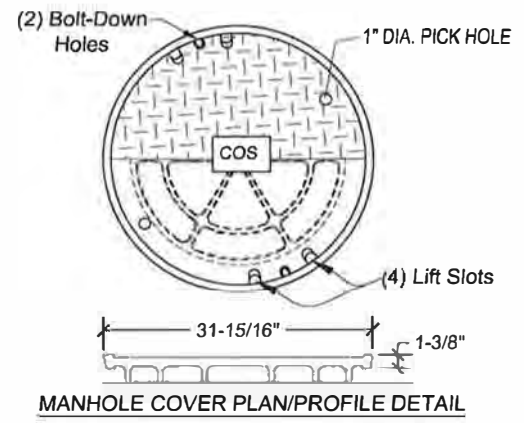
See City Standard Plan J-112 for Legend Detail



PULL BOX PLAN VIEW
MODIFIED U.S. WEST FRAME & COVER 30" DIA. CLEAR OPENING



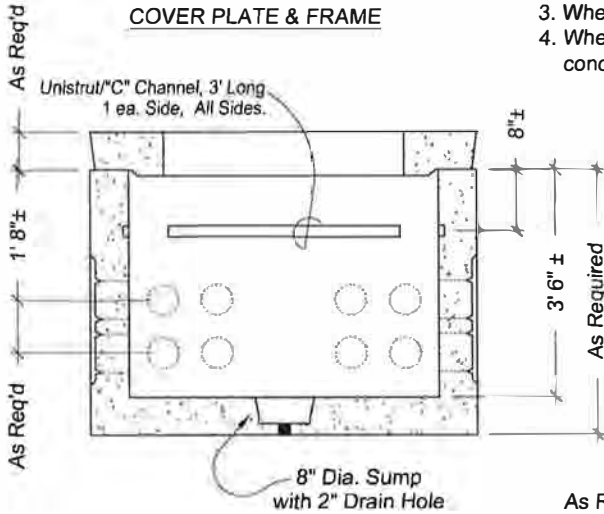
Note: The Manhole Ring & Cover, and Lid Must be Road Rated. Handles on Lids Not Allowed.



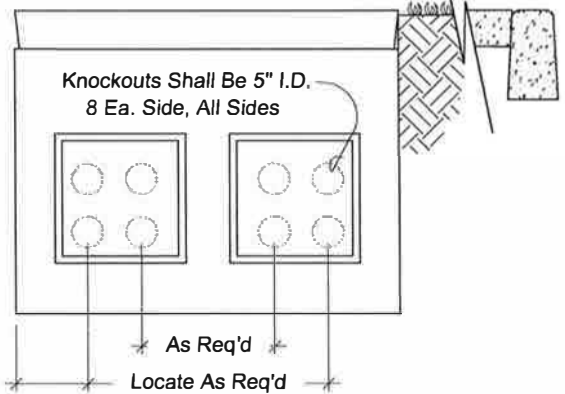
COVER PLATE & FRAME

NOTES

1. Unistrut/ "C" Channel's to Accept Industry Standard Racking and Hardware Appurtenances.
2. Rack Cable Per J-112C.
3. When installed in a planting strip the lid shall be even with top of curb.
4. When manhole with frame & cover is installed in a planting strip, install concrete flush with lid & curb, at least 3' wide all around lid perimeter.



SECTION AA



END VIEW

General Drawing Notes:
Dimensions Shown Are Desired but Can Be Adjusted to Accommodate Construction of Box. "+/-" is 4" - 6".
"As Required" Note Indicates Dimensions Are Dependent Upon Design of Pull Box for Traffic Designs.

APPROVED BY

ENGINEERING OPERATIONS MANAGER
KYLE TWOHIG

PRINCIPAL ENGINEER, CONST.
KENNETH M. BROWN, P.E.

ADOPTED: 05/2007
REVISED: 03/2015
SUPERSEDES: 01/2012
CHECKED BY: GTO
SCALE: NTS
DWG/REV. BY: MDH

PULL BOX
INSTALLATION
ENGINEERING SERVICES
CITY OF SPOKANE, WASHINGTON
STANDARD
PLAN No.
J-112A



Agenda Sheet for City Council Meeting of:

05/01/2023

Date Rec'd	4/26/2023
Clerk's File #	ORD C36382
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	LANCE DAHL 625-7040
Contact E-Mail	LDAHL@SPOKANEFIRE.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	1440-FEMA SMOKE ALARM GRANT SBO

Agenda Wording

Special budget ordinance to award FEMA grant funds to the Spokane Fire Department for smoke alarms.

Summary (Background)

Spokane Fire applied for and was recently awarded grant funding to provide the resources to install necessary alarms, provide person-centered fire safety education in low-income homes throughout the City of Spokane, and update the current outdated paper-based application and tracking system to an online platform. Total grant award of \$38,906.66 with an additional \$1,945.34 City match from SFD's budget.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 38,907
Revenue	\$ 38,907
Select	\$
Select	\$

Budget Account

#	1440-93545-22200-VARIOUS
#	1440-93545-99999-33197
#	
#	

Approvals

Dept Head	SCHAEFFER, BRIAN
Division Director	SCHAEFFER, BRIAN
Finance	SCHMITT, KEVIN
Legal	PICCOLO, MIKE
For the Mayor	SMITHSON, LYNDEN

Council Notifications

Study Session\Other	PIES 04/24/2023
Council Sponsor	CM Wilkerson & Zappone
Distribution List	
	ldahl@spokanefire.org
	jmcintyre@spokanecity.org
	kschmitt@spokanecity.org

Additional Approvals

Purchasing

MANAGEMENT & BUDGET

STRATTON, JESSICA

ORDINANCE NO C36382

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 Fire Miscellaneous Grants 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 Fire Miscellaneous Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$38,907.
 - A) Of the increased revenue, \$38,907 is provided by FEMA's FY21 Fire Prevention & Safety grant.
- 2) Increase appropriation by \$38,907.
 - B) Of the increased appropriation, \$38,907 is provided solely for supplies.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept the FEMA FY21 Fire Prevention & Safety grant, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fire Department
Contact Name	Lance Dahl
Contact Email & Phone	ldahl@spokanecity.org
Council Sponsor(s)	Councilmembers Wilkerson and Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Acceptance of FEMA FY21 Fire Prevention & Safety grant
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Spokane Fire applied for and was recently awarded grant funding to provide the resources to install necessary alarms, provide person-centered fire safety education in low-income homes throughout the City of Spokane, and update the current outdated paper-based application and tracking system to an online platform. During the home visit, SFD personnel and our partners with EWU and American Red Cross install alarms based on National Fire Protection Association (NFPA) requirements. On average, three smoke alarms and one CO alarm are installed per residence.</p> <p>Grant funding of \$38,906.66 was awarded and the City will provide a 5% match equaling \$1,945.34 from existing Fire Prevention budget. Grant award period of performance 4/11/2023 through 4/10/2025.</p> <p>Acceptance of grant must occur by May 7th in order to successfully accept the award.</p> <p>Special budget ordinance will also be necessary to allow procurement of alarms.</p>
Proposed Council Action	Acceptance of award and SBO approval – May 1 st .
Fiscal Impact Total Cost: <u>\$40,852</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: FEMA grant award and City match from Fire Prevention budget Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) City match of \$1,945.34	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? The SFD smoke alarm install program prioritizes low-income, owner occupied homes within the City. Through continued collaboration with schools, non-profits and partner organizations, SFD is able to facilitate a no-wrong-door connection to the program to historically marginalized populations (older adults, low income families with children in the home, access and functional needs, immigrants and refugees).	

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?

An intake is completed for each household we visit. The decision-making adult in the home is asked to share information about the household composition, aside from smoke alarm, rooms using for sleeping and other features of the home, they are asked if they self-identify as low income, and if there is anyone who identifies as living with an access or functional need in the home. We also ask if anyone has difficulty hearing a traditional smoke alarm, to screen for appropriateness of specialty alarm for individuals who are deaf or hard of hearing. All of this information is maintained on the intake form.

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

The SFD Community Risk Reduction Office retains records of alarms installed through program. During the install, SFD personnel complete install paperwork that is returned to the CRR office. Records are entered into the SFD database and maintained.

Success is determined by alarms successfully installed in accordance with National Fire Protection standards, as well as households being more aware hazards in their unique home environment provided through person-centered education.

Long term effectiveness would be demonstrated by a city with greater resilience to residential fires.

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?

Public safety and supporting the resiliency of historically marginalized populations. The program provides fire safety equipment, and person-centered education to households at highest risk.



Agenda Sheet for City Council Meeting of:

05/01/2023

Date Rec'd	4/28/2023
Clerk's File #	ORD C36384
Renews #	
Cross Ref #	OPR 2022-0351
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	DEVIN BIVIANO 6577
Contact E-Mail	DBIVIANO@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	1680 - SBO - ERA2 CONTRACT AMENDMENT: DISTRIBUTION OF ADDITIONAL FUNDING

Agenda Wording

This SBO will expand the expense and revenue budget capacity in the Emergency Rental Assistance Grant Fund by \$335,296 to accommodate reallocated Emergency Rental Assistance 2.0 (ERA2) funding provided by the U.S. Department of the Treasury.

Summary (Background)

In March 2022 Treasury announced it would begin accepting requests from Grantees for reallocated funds; in January 2023 they announced a second round of reallocation availability. The amount listed above captures reallocated funds allocated to COS across two rounds.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Revenue \$ \$335,296

Expense \$ \$335,296

Select \$

Select \$

Budget Account

1760-XXXXX-99999-33121

1760-XXXXX-51040-54201

#

#

Approvals

Dept Head	FINCH, ERIC
Division Director	FINCH, ERIC
Finance	MURRAY, MICHELLE
Legal	HARRINGTON, MARGARET
For the Mayor	KIRK, JESSICA

Council Notifications

Study Session\Other	PSCHC 5/1/23
Council Sponsor	Kinnear/Beggs

Distribution List

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chhsaccounting@spokanecity.org
pgrinder@spokanecity.org
dbiviano@spokanecity.org
rculton@spokanecity.org
jcerecedes@spokanecity.org
kclifton@spokanecity.org

Additional Approvals

Purchasing

ACCOUNTING - GRANTS

STRATTON, JESSICA

Committee Agenda Sheet

Public Safety and Community Health (PSCH) Committee

Submitting Department	CHHS
Contact Name & Phone	Jennifer Cerecedes // Devin Biviano, x6577
Contact Email	jcerecedes@spokanecity.org // dbiviano@spokanecity.org
Council Sponsor(s)	CM Kinnear // CP Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	SBO - Treasury Emergency Rental Assistance 2.0 (ERA 2) Reallocation
Summary (Background)	<p>This SBO will expand the expense and revenue budget capacity in the Emergency Rental Assistance Grant Fund by \$335,295.94 to accommodate reallocated Emergency Rental Assistance 2.0 (ERA2) funding provided by the U.S. Department of the Treasury.</p> <p>The Treasury ERA program is part of the federal Treasury's response to the COVID-19 disaster, making available \$25 billion.</p> <p>In March 2022 Treasury announced it would begin accepting requests from Grantees for reallocated funds; in January 2023 they announced a second round of reallocation availability. The amount listed above captures reallocated funds allocated to CoS across two rounds. The ERA2 statute required reallocated funds would only be available to Grantees that had obligated at least 65% of their ERA2 allocations. Funds are intended to prevent evictions by paying rental arrears, current due rent, future rent, and utilities and home energy costs.</p> <p>Across two reallocations, the City was awarded an additional \$335,295.94 to distribute to the citizens of Spokane as follows: January 2023 (applied November 2022): \$229,226.83 April 2023 (applied January 2023): \$106,069.11 City Admin Costs: \$0 (current levels sufficient) = \$335,295.94 additional budget capacity needed</p> <p><i>The ERA2 program is active starting March 1, 2021 with an end date of 2025; however, the City of Spokane aims to have all ERA2 funds spent and/or obligated by subrecipients by 30 June 2023.</i></p>
Proposed Council Action & Date:	<p>CHHS is requesting the approval of the attached SBO related to the acceptance of additional ERA2 funding. This SBO creates budget capacity in order to accept and distribute those funds.</p> <p><i>PSCH Committee: 1 May 2023 Council Agenda: 8 May 2023</i></p>
Fiscal Impact:	
Total Cost: \$0 (\$335,295.94 revenue and expense, net \$0 impact)	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: U.S. Department of Treasury Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) N/A	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

Households must meet the three federally required initial screening criteria:

- Income at or below 80% of Area Median Income (AMI).
- Experiencing a financial hardship directly or indirectly due to the COVID-19 outbreak that threatens the household's ability to pay the costs of the rental property when due.
- At risk of experiencing homelessness or housing instability.

The following households must be prioritized:

- Income at or below 50% AMI.
- Households with one or more individuals who are unemployed and have been unemployed for 90 days before application date.

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?

Detailed data is collected monthly by partners on forms provided by Treasury. Quarterly reporting will continue to be required on the additional reallocation award dollars.

The percentage of head of households provided rent assistance must at least equal the proportion to the population living in poverty in the county for each of the following groups:

- People of Color (includes Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander, Hispanic/Latinx, Asian, Other/Multi-Racial)
- Black or African American
- American Indian and Alaska Native
- Hispanic/Latinx

Additional performance targets include:

- Ten percent of households served must be young adults age 18-25.
- Ten percent of financial assistance must be utility assistance.

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

The City of Spokane had obligated nearly 100% of its previous ERA2 award at the time of Treasury's reallocation announcement, and based on data-driven support for ongoing community need for assistance, subsequently applied for additional ERA2 funds in November 2022 and January 2023 (see 'Summary' section) for rapid distribution to emergency rental assistance applicants by FORWARD (formerly LiveStories), as with previous rounds of Treasury ERA funding.

Treasury is continuing to allow for 10% of the award for administrative fees. *The City of Spokane will not be withholding any of the funds for City of Spokane admin costs (as current levels are sufficient).*

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?

2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan

ORDINANCE NO C36384

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

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$335,296
 - A) Of the increased revenue, \$335,296 is provided by the United States Department of the Treasury (DOT) Emergency Rental Assistance 2 (ERA2) solely to be used to prevent evictions by paying rental arrears, current due rent, future rent, utilities, and home energy costs in response to the COVID-19 pandemic.
- 2) Increase appropriation by \$335,296
 - A) Of the increased appropriation, \$335,296 is provided solely for distribution to the City's rental assistance provider partners as sub-recipients to deliver housing assistance funds to the community.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to prevent evictions by paying past-due and future housing expenses, prioritizing those with the greatest need, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

05/01/2023

Date Rec'd	4/28/2023
Clerk's File #	ORD C36385
Renews #	
Cross Ref #	(SEE SUMMARY)
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	DEVIN BIVIANO 6577
Contact E-Mail	DBIVIANO@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	1540 - SBO - ERAP 2.0

Agenda Wording

This SBO will provide expense and revenue budget capacity in the Human Services Grants Fund by \$2,000,000 to accommodate Eviction Rent Assistance Program (ERAP) 2.0 funding that has been awarded to the City of Spokane by the state's DOC.

Summary (Background)

ERAP 2.0 is a continuation of Washington State's response to the COVID-19 disaster. This funding is in addition to the \$7,604,333 that has been previously allocated to the City of Spokane from the ARPA/Coronavirus State Fiscal Recovery Fund. (Cross Reference Numbers OPR 2023-0449, OPR 2023-0450, OPR 2023-0451)

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Revenue	\$ \$2,000,000
Expense	\$ \$2,000,000
Select	\$
Select	\$

Budget Account

#	1540-XXXXX-99999-33442
#	1540-XXXXX-65410-54201
#	
#	

Approvals

Dept Head	FINCH, ERIC
Division Director	FINCH, ERIC
Finance	MURRAY, MICHELLE
Legal	PICCOLO, MIKE
For the Mayor	KIRK, JESSICA

Council Notifications

Study Session\Other	PSCH 5/1/23
Council Sponsor	CM Kinnear, CP Beggs

Additional Approvals

Purchasing	
MANAGEMENT & BUDGET	STRATTON, JESSICA
ACCOUNTING - GRANTS	MURRAY, MICHELLE

Distribution List

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jcerecedes@spokanecity.org
chhsgrants@spokanecity.org
chhsaccounting@spokanecity.org
kclifton@spokanecity.org

Committee Agenda Sheet

Public Safety and Community Health (PSCH) Committee

Submitting Department	Community, Housing, and Human Services Department
Contact Name & Phone	Jennifer Cerecedes // Devin Biviano, x6577
Contact Email	jcerecedes@spokanecity.org // dbiviano@spokanecity.org
Council Sponsor(s)	CM Kinnear // CP Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	SBO - Eviction Rent Assistance Program 2.0 (ERAP 2.0)
Summary (Background)	<p>This SBO will provide expense and revenue budget capacity in the Human Services Grants Fund by \$2,000,000 to accommodate Eviction Rent Assistance Program (ERAP) 2.0 funding that has been awarded to the City of Spokane by the state's Department of Commerce.</p> <p>ERAP 2.0 is a continuation of Washington State's response to the COVID-19 disaster. This funding is in addition to the \$7,604,333 that has been previously allocated to the City of Spokane from the ARPA/Coronavirus State Fiscal Recovery Fund. All ERAP 2.0 funding has a period of performance of October 2021 to 30 June 2023.</p> <p>The City of Spokane has been awarded an additional \$2.0 million in ERAP 2.0 funds. Separate agenda items have been submitted by COVID Program Manager Devin Biviano requesting council approval to accept and distribute these additional funds to the City's rental assistance provider partners. This SBO will allow the City to create budget capacity in order to accept and utilize those funds.</p> <ol style="list-style-type: none"> 1. \$2,000,000 will be awarded to subrecipients that will be responsible for distributing the assistance to the citizens of Spokane. 2. A total of \$0 will be used to cover the administrative cost to the City (due to current Admin levels being sufficient)
Proposed Council Action & Date:	<p>CHHS is requesting the approval of the attached SBO related to the acceptance of the ERAP 2.0 Grant. This SBO creates budget capacity in order to accept and distribute those funds.</p> <p><i>PSCH Committee: 1 May 2023 (or UE 8 May 2023)</i> <i>Council Agenda: 8 May 2023 (or 15 May 2023)</i></p>
<p>Fiscal Impact: Total Cost: \$2,000,000 (revenue and expense, net \$0 impact)</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Washington State Department of Commerce</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

The ERAP 2.0 money requires that the funds are distributed equitably based on population demographics. Partner agencies include 'by and for' organizations that prioritize BIPOC and underrepresented applicants.

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?

Providers will submit monthly reports, which are processed and communicated to the Department of Commerce and Department of the Treasury as required; data is also posted on the City's Rental Assistance webpage for public viewing.

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

Review of financial data and program outcomes will be used to improve the ongoing effectiveness and efficiency of the program.

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

This proposal aligns with the 5-year strategy to end homelessness.

ORDINANCE NO C36385

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 Human Services Grants 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 Human Services Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$2,000,000
 - A) Of the increased revenue, \$2,000,000 is provided by the Washington State Department of Commerce (DOC) Eviction Rent Assistance Program (ERAP) 2.0 solely to be used to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs for eligible households due to the COVID-19 pandemic.
- 2) Increase appropriation by \$2,000,000
 - A) Of the increased appropriation, \$2,000,000 is provided solely for distribution to the City's rental assistance provider partners as sub-recipients to deliver housing assistance funds to the community.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to prevent evictions by paying past-due and future housing expenses, prioritizing those with the greatest need, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
05/01/2023

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

Dept Head	BYRD, GIACOBBE
Division Director	
Finance	
Legal	
For the Mayor	
Additional Approvals	
Purchasing	

Council Notifications

Study Session\Other	03/20/2023 F&A
Council Sponsor	CM Bingle & CM Cathcart
Distribution List	
	sblackwell@spokanecity.org
	jbingle@spokanecity.org
	mcathcart@spokanecity.org
	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.



RECEIVED

APR 27 2023

CITY CLERK'S OFFICE

Mayor Nadine Woodward

Council President Beggs and Councilmembers,

I am vetoing Ordinance C36373. I can support much of this ordinance, the added communication, and hopefully smoother process that will result. However, there are aspects of the legislation that operationally will be extremely difficult to comply with and will put added strain on the Finance department that is already understaffed and overworked. I am requesting the following changes:

1. Under Section 07.14.030 C.1, I am requesting that Council change the language to reflect a report during the June Committee rather than the May Finance and Administration Committee. The deadline for accounting to get all of the year end numbers is April 30th, which means the CFO will have only two weeks to put together the report. With the current timeline requested by Council, necessary and important work in the Finance Department will have to be put on hold to comply with this measure. Simply pushing this date to June will make this ordinance work operationally.
2. Secondly, I am requesting that Section 07.14.030 C.3 be struck from the bill entirely. This provision is unnecessary, and if there are issues with the current year budget, we will collaborate with Council on the best path forward to remedy the issue.

Thank you for your consideration.

Regards,

A handwritten signature in blue ink that reads "Nadine Woodward".

Nadine Woodward

Mayor

The City of Choice

808 W. Spokane Falls Blvd. • Spokane, Washington 99201-3335
Phone: 509.625.6250 FAX: 509.625.6563

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

03/27/2023

<u>Date Rec'd</u>	3/16/2023
<u>Clerk's File #</u>	ORD C36373
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	MATT BOSTON 6820
<u>Contact E-Mail</u>	MBOSTON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 - SUPPLEMENTAL BUDGET ORDINANCE

Agenda Wording

An ordinance establishing requirements for unallocated reserve balances within the General Fund; enacting new sections 07.14.030 and 07.14.040 of the Spokane Municipal Code.

Summary (Background)

Establishes requirements for unallocated reserve balances within the General Fund; enacting a new section within article 07.08.010 G of the Spokane Municipal Code relating to budget processes, deadlines, allocation, and monitoring processes.

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

<u>Approvals</u>		<u>Council Notifications</u>	
Dept Head	ALLERS, HANNAHLEE	Study Session\Other	1/23/23
Division Director		Council Sponsor	Cathcart, Wilkerson, Beggs
Finance		<u>Distribution List</u>	
Legal		sblackwell@spokanecity.org	
For the Mayor		mboston@spokanecity.org	
<u>Additional Approvals</u>		mboston@spokanecity.org	
Purchasing			

FIRST READING OF THE ABOVE
ORDINANCE HELD ON

March 27, 2023
AND FURTHER ACTION WAS DEFERRED

Laurie Fassewell
CITY CLERK (Acting)

PASSED BY
SPOKANE CITY COUNCIL:

4/16/2023
Laurie Fassewell
Acting CITY CLERK

ORDINANCE NO. C36373

An ordinance establishing requirements for unallocated reserve balances within the General Fund; enacting new sections 07.14.030 and 07.14.040 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.14 of the Spokane Municipal Code is amended to read as follows:

Chapter 07.14 Budget Process

Section 07.14.010 Deadline to Submit Estimates of Sources of Revenue

- A. In accord with the requirements of RCW 35.33.135, on the first Monday of October of each year or such earlier time as may be mutually convenient, the mayor shall provide the city council with current information on estimates of revenues from all sources as adopted in the budget for the current year, together with estimates submitted by the clerk/city budget director under RCW 35.33.051.
- B. The city council and the mayor or his designated representative shall consider the City's total anticipated financial requirements for the ensuing fiscal year, and the city council shall determine and fix by ordinance the amount to be raised by ad valorem taxes.
- C. Upon adoption of the ordinance fixing the amount of ad valorem taxes to be levied, the clerk/budget director shall certify the same to the board of county commissioners as required by RCW 84.52.020.

Section 07.14.020 Revenue Allocation to Northeast Public Development Authority

Effective January 1, 2019, seventy five percent (75%) of incremental Revenue increases from all applicable taxes collected by or on behalf of the City, to include without limitation the City's share of: 1) regular sales or use tax, 2) leasehold excise tax, 3) real and personal property tax, and 4) utility tax generated within the geographic boundaries of the Focus Area set forth in the attached Map, (Map 7.14.020-M1), will be allocated to the NEPDA. For purposes of this section "Revenue" means any incremental increases in tax revenues from properties or conducting of business originating from the location of properties within the geographic boundaries of the Focus Area. The Revenue allocation shall not apply to revenue generated within the boundaries of a tax increment finance district created prior to the effective date of this ordinance.

Section 07.14.030 Budget Monitoring and Review

- A. The Finance, Treasury and Administration Division shall provide regular, monthly, financial reports including budget-to-actual data for the General Fund and any other key fund(s), as necessary. The reports will be provided to the City Council as soon as reasonably available upon the closing of the period.
1. As part of the regular monthly reports, a summary of the General Fund budgeted revenue and expenditures shall be provided with estimates of beginning and ending fund balance and reserves with presumptions and trends defined in the estimates.
 2. In the month following the end of a quarter's Finance and Administration Committee Meeting, the Management and Budget Department will provide a summary of potential financial or operational issues that may impact the City's overall financial position, either positively or negatively, based on analysis of actuals relative to the approved budget.
 3. In the month following the end of the quarter, the Management and Budget Department will provide proposed budget amendments as deemed appropriate based on operational activities, grant or contract awards, financial projections, or other relative information. City Council will determine which proposed budget amendments will proceed for the approval process via a special budget ordinance. The special budget ordinance will be scheduled for approval accordingly.
- B. The Finance, Treasury and Administration Division shall provide a pre-audit year-end financial report for the General Fund, and any other key fund deemed appropriate. The report will include relative fund/reserve balances for the General Fund. The report will be provided to the City Council as soon as reasonable and reliable financial information is available following the close of the fiscal year, but no later than the end of May.
- C. Based on analysis of financial activity from the previous fiscal year, as reported in the pre-audit year-end financial report, the Finance, Treasury and Administration Division shall provide:
1. An update to the General Fund Five-Year Forecast based on all known or expected revenues and expenditures. The General Fund Five-Year Forecast will include the current year's budget, current year projections, and updated projections for the subsequent four years. The report will be provided to the City Council by the May Finance and Administration Committee meeting.
 2. Focused discussion on current year General Fund "summary type code" accounts (both within the General Fund and supported by the General Fund) that have a materiality level of a budgeted 5% of overall expenditures and/or is projected to be +/- of \$250,000 of its annual budget allocation.

3. By the May Finance and Administration Committee meeting The Administration will provide a recommendation to the City Council which, via Special Budget Ordinance, rectifies the material budget inaccuracies identified within 07.14.030 (C)(2) to fall below thresholds identified.

Section 07.14.040 Second Year Detailed Budget Projections

The Department of Management and Budget, in cooperation with all departments, shall prepare preliminary estimates of all known and/or expected revenues and expenditures for the subsequent year following the ensuing fiscal year, in accordance with RCW 35.33.051. The intent of providing the estimates for revenues and expenditures for two years is to better ensure financial sustainability by identifying significant deficits in the future years and attempting to mitigate prior to presenting.

PASSED by the City Council on April 10, 2023.

Lori Kinnear
Council President *Pro Tem*

Attest:

Leri Hester
City Clerk

Approved as to form:

Michael P. Pardo
Assistant City Attorney

W. E. D.
Mayor

4/27/2023
Date

Mayoral Decision to Return Unsigned

Returned: 4.27.23

Effective Date