

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 8, 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 8, 2023:

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: 2482 844 1652; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2490 239 4174; 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 8, 2023. You must sign up by 6:00 p.m. to be called on to testify. 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 8, 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 8, 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

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|----|---|---------|------------------------------|
| 1. | Five-year Value Blanket with Allied Envelope (Spokane) for the purchase of envelopes for multiple City departments from May 15, 2023, through May 14, 2028—\$100,000 annually (plus tax.) (Council Sponsor: Council Member Bingle) | Approve | OPR 2023-0462
RFQ 5862-23 |
| 2. | Purchase of traffic paint for the Street Department utilizing Washington State Contract No. 02817 and Pierce County Contract No. SC-109061—\$150,000. (Council Sponsor: Council Member Kinnear) | Approve | OPR 2023-0463 |
| 3. | Amendment to previously-authorized Purchase from Salt Distributors, Inc. (Spokane Valley, WA) for additional road salt for the Street Department utilizing Washington State Contract No. 11021 due to unanticipated winter conditions—additional \$42,255.27. Total purchase amount: \$182,255.27. (Council Sponsors: Council Members Kinnear and Bingle) | Approve | OPR 2022-0899 |

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|-----|--|---------|-------------------------------|
| 4. | <p>Amendment to Value Blanket with GMCO (formerly Roadwise) for additional liquid deicer for the Street Department utilizing pricing on Washington State Contract No. 02714 due to unanticipated winter conditions—additional \$172,644.76. Total purchase amount: \$1,672,644.76. (Council Sponsors: Council Members Kinnear and Bingle)</p> | Approve | OPR 2022-0165 |
| 5. | <p>Purchase from Dobbs Peterbilt (Liberty Lake, WA) of three rear load truck chassis and Labrie rear load bodies for the Solid Waste Collection Department utilizing Sourcewell Contract Crane Carrier Company #060920 - Labrie #091219LEG—estimated expenditure \$1,500,000. (Council Sponsors: Council Members Kinnear and Bingle)</p> | Approve | OPR 2023-0464 |
| 6. | <p>Three-year Contract with Maas Energy Works (Redding, CA) to supply renewable natural gas for use in our Solid Waste Collections Fleet and to assist the City in receiving associated alternative fuel credits —\$230,000 estimated revenue annually. (Council Sponsors: Council Members Kinnear and Bingle)</p> | Approve | OPR 2023-0465
RFP 5849-23 |
| 7. | <p>Five-year Value Blanket with Two Rivers Terminal, LLC (Pasco, WA) for the purchase of Citric Acid 50% solution for the Riverside Park Water Reclamation Facility on an as-needed basis from May 8, 2023, through May 7, 2028—\$987,812.50. (Council Sponsor: Council Member Kinnear)</p> | Approve | OPR 2023-0466
ITB 5869-23 |
| 8. | <p>Fleet Services request to amend OPR 2022-0572 to change which vehicles are to be purchased as follows: purchase up to 46 Ford K8 Police Interceptors, ordering primarily the electric hybrid model over the standard internal combustion model as manufacturing constraints allow. (Council Sponsors: Council Members Cathcart and Bingle)</p> | Approve | OPR 2022-0572 |
| 9. | <p>Master Contract Renewal 2 of 2 with F.A. Bartlett Tree Expert Company (Spokane Valley, WA) for arborist on-call services for multiple City departments from May 1, 2023, through April 30, 2024—not to exceed \$250,000. (Council Sponsor: Council Member Wilkerson)</p> | Approve | OPR 2020-0359
IRFP 5239-20 |
| 10. | <p>Amendment to Consultant Agreement with HDR Engineering, Inc. (Spokane) for On-Call Civil Engineering Services for 2021-2023 non-federal aid projects from August 16, 2021, through</p> | Approve | OPR 2021-0528
ENG 2021090 |

July 31, 2023—additional \$300,000. Total contract amount: \$700,000. (Council Sponsor: Council Member Kinnear)

Request motion to defer the following item to May 15, 2023, Agenda (OPR 2023-0467):

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| 11. | <p>Low Bid of (to be determined at bid opening to be held on May 1, 2023) (City, ST) for Garland Avenue Pathway, Shaw Middle School project—\$_____. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside. (Hillyard Neighborhood) (Council Sponsor: Council Member Kinnear)</p> | Approve | OPR 2023-0467
ENG 2021084 |
| 12. | <p>Low Bid of Landmark Structures I, LP (Fort Worth, TX) for High System Additional Reservoir project—\$9,842,000 (plus tax). An administrative reserve of \$984,200 (plus tax), which is 10% of the contract price, will be set aside. (Southgate Neighborhood) (Council Sponsor: Council Member Kinnear)</p> | Approve | OPR 2023-0468
ENG 2017108 |
| 13. | <p>Special Counsel Contract Amendment No. 2 with Craig Trueblood of the Law Firm K&L Gates, LLP (Spokane) for outside counsel services regarding the appeal of the City’s NPDES permit—additional \$100,000. Total contract amount: \$250,000. (Council Sponsor: Council Member Kinnear)</p> | Approve | OPR 2022-0644 |
| 14. | <p>Value Blanket with CompuNet for the purchase of Cisco hardware products and license subscriptions without bringing each purchase over the City purchase limit of \$50,000 to City Council for approval—\$450,000 (incl. tax). (Council Sponsor: Council Member Bingle)</p> | Approve | OPR 2023-0469 |
| 15. | <p>Contract with Journal Technologies, Inc. (JTI) (Logan, UT) for annual maintenance & support of City’s Legal Case Management System (eSeries) from March 1, 2023, through February 28, 2024—\$150,719.62 (plus tax). JTI was deemed a Sole Source provider. (Council Sponsor: Council Member Bingle)</p> | Approve | OPR 2023-0470 |
| 16. | <p>Contract Renewal with Carahsoft, Inc. (Reston, VA) for Salesforce licenses including annual maintenance and support from May 1, 2023, through April 30, 2024—\$122,633.11 (plus tax). (Council Sponsor: Council Member Bingle)</p> | Approve | OPR 2019-0293
RFP 4481-18 |

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| <p>17. Memorandum of Understanding and Agreement with Spokane Neighborhood Action Programs to establish and manage a program for applicant qualification verification services to provide transparent and fair utility bill cost relief to City customers from May 1, 2023, through April 30, 2026—\$352,000. (Council Sponsor: Council Member Kinnear)</p> | <p>Approve</p> | <p>OPR 2023-0471</p> |
| <p>18. Assistance Awards in accordance with the approved Tranche 3 of ARPA Allocations Small Business Assistance Awards to 28 additional local small businesses due to extension of Round 1—additional \$710,479.43. Total Round 1 awards: \$2,061,806.60. (Council Sponsors: Council Members Stratton and Wilkerson)</p> | <p>Approve</p> | <p>OPR 2023-0078</p> |
| <p>19. New Access Agreement allowing for the continuation of access to an existing cell tower near the Dwight Merkel Sports Complex. (Council Sponsor: Council Member Stratton)</p> | <p>Approve</p> | <p>OPR 2023-0472</p> |
| <p>20. Report of the Mayor of pending:</p> | <p>Approve &
Authorize
Payments</p> | <p>CPR 2023-0002</p> |
| <p>a. Claims and payments of previously approved obligations, including those of Parks and Library, through April 28, 2023, total \$5,535,971.54, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$5,100,140.</p> | | |
| <p>b. Payroll claims of previously approved obligations through April 29, 2023: \$8,602,639.38.</p> | | <p>CPR 2023-0003</p> |
| <p>21. City Council Meeting Minutes: April 24, 2023.</p> | <p>Approve
All</p> | <p>CPR 2023-0013</p> |
| <p>Request motion to suspend Council Rules and add the following item (OPR 2023-0490):</p> | | |
| <p>22. Interlocal Agreement with Spokane Regional Broadband Development Authority regarding necessary open access broadband infrastructure, services, delivery enhancements, and digital equity solutions. (Council Sponsors: Council Members Cathcart and Wilkerson)</p> | <p>Approve</p> | <p>OPR 2023-0490</p> |
- Eric Finch**

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C36381 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:

Real Estate Excise Tax Fund

1) Increase appropriation by \$1,000,000.

A) Of the increased appropriation, \$1,000,000 is provided solely as an operating transfer-out to the Capital Facilities Fund.

(and)

Capital Facilities Fund

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

A) Of the increased revenue, \$1,000,000 is provided solely as an operating transfer-in from the Real Estate Excise Tax Fund.

2) Increase appropriation by \$1,000,000.

A) Of the increased appropriation, \$1,000,000 is provided solely for capital expenditures related to the permanent construction of restroom and shower facilities at TRAC.

(This action arises from the need to make capital improvements at TRAC for eventual cost savings.) (Council Sponsors: Council Members Stratton and Kinnear)

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

The following item was added by suspension of Council Rules during the 3:30 p.m. Briefing Session on May 1, 2023 (ORD C36386):

ORD C36386 Concerning the unauthorized use and possession of controlled substances, counterfeit substances or legend drugs, and creating a new Chapter 10.76 of the Spokane Municipal Code; and declaring an emergency.

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2023-0035** Reducing the speed limit on certain arterials to a seasonal Playground 20 miles per hour, as identified in Exhibit A attached to the resolution. (Council Sponsors: Council Members Kinnear and Bingle)
- RES 2023-0036** Reducing the speed limit on Belt Street, from 30 miles per hour (mph) to a year-round Playground 20 miles per hour (mph), from 30 feet south of Rockwell Avenue to Wellesley Avenue. (Council Sponsors: Council Members Kinnear and Bingle)

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

- ORD C36383** Relating to Water; amending SMC section 13.04.2025 of chapter 13.04 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Beggs and Council Members Kinnear and Bingle)

FURTHER ACTION DEFERRED

SPECIAL CONSIDERATIONS

RECOMMENDATION

The following item was considered and approved, as amended, during the May 1, 2023, 6 p.m. Legislative Session (CPR 2023-0016):

- | | | | |
|------------|--|----------------|----------------------|
| S1. | City Council letter to Michelle Weatherly at the Washington State Department of Health regarding the Spokane Regional Health District's proposed relocation of the Opioid Treatment Center. (Deferred from April 24, 2023, Agenda) (Council Sponsors: Council President Beggs and Council Member Wilkerson) | Approve | CPR 2023-0016 |
|------------|--|----------------|----------------------|

NO HEARINGS

ADJOURNMENT

The May 8, 2023, Regular Legislative Session of the City Council is adjourned to May 15, 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:

05/08/2023

Date Rec'd	4/26/2023
Clerk's File #	OPR 2023-0462
Renews #	
Cross Ref #	
Project #	
Bid #	RFQ 5862-23
Requisition #	VALUE BLANKET

Submitting Dept	COMMUNICATIONS & MARKETING
Contact Name/Phone	BRIAN 625-6740 CODDINGTON
Contact E-Mail	BCODDINGTON@SPOAKNECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5400 - CITY WIDE ALLIED ENVELOPE VALUE BLANKET

Agenda Wording

Value Blanket with Allied Envelope for the purchase of envelopes for the City. Value Blanket term will be 5 years beginning 5/15/2023 - 5/14/2028 for a total amount not to exceed \$100,000 plus sales tax annually.

Summary (Background)

Allied Envelope was awarded winner of RFQ 5862-23. City of Spokane requested quotes for an order of 1 million #10 envelopes with custom window and 950,000 #9 regular envelopes for the Utility Billing department. The vendor was also awarded with supplying envelopes for other City-wide department orders.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 100,000 (plus sales tax) annually

Select \$

Select \$

Select \$

Budget Account

Various Codes

#

#

#

Approvals

Dept Head CODDINGTON, BRIAN

Division Director CODDINGTON, BRIAN

Finance BUSTOS, KIM

Legal HARRINGTON, MARGARET

For the Mayor KIRK, JESSICA

Additional Approvals

Purchasing NECHANICKY, JASON

Council Notifications

Study Session\Other PIES Committee
4/24/2023

Council Sponsor CM Bingle

Distribution List

Accounting - ywang@spokanecity.org

Contract Accounting - ddaniels@spokanecity.org

Repro - fespinoza@spokanecity.org

Purchasing - cplascencia@spokanecity.org

IT - itadmin@spokanecity.org

Tax & License

Allied - dpierce@allied-envelope.com

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability (PIES)

Submitting Department	Communications
Contact Name & Phone	Brian Coddington, 625-6740
Contact Email	bcoddington@spokanecity.org
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 4/24/2023
Agenda Item Name	5400 - City Wide Allied Envelope Value Blanket
Summary (Background)	Value Blanket with Allied Envelope for the purchase of Envelopes throughout the year. Allied Envelope was awarded winner of RFQ 5862-23. Value Blanket term will be 5 years beginning 5/15/2023 – 5/14/2028 for a total amount not to exceed \$100,000.00 plus sales tax annually.
Proposed Council Action & Date:	Pass Council on 5/08/2023
<p>Fiscal Impact: \$100,000 plus sales tax annually Total Cost: \$ \$100,000 plus sales tax annually Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Various Accounts Specify funding source: Various Accounts Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts:</p>	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	



< Business Lookup

License Information:

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

Entity name: ALLIED ENVELOPE COMPANY - SPOKANE

Business name: ALLIED ENVELOPE CO SPOKANE

Entity type: [Profit Corporation](#)

UBI #: 600-443-894

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1515 W COLLEGE AVE
SPOKANE WA 99201-1917

Mailing address: 634 N FIVE MILE RD
BOISE ID 83713

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

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

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Spokane General Business	T12016503BUS			Active	Oct-31-2023	Oct-15-2012

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

Governing people	Title
BETTINSON, KENNETH	
KIRBY, SHARI	

The Business Lookup information is updated nightly. Search date and time: 4/25/2023 1:09:52 PM



Contact us

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

05/08/2023

Date Rec'd	4/5/2023
Clerk's File #	OPR 2023-0463
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	VALUE BLANKET

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

Agenda Wording

The Street Department is seeking approval to purchase Traffic Paint at a cost not to exceed \$150,000.00 using pricing on WA State Contract 02817 and Pierce County Contract SC-109061.

Summary (Background)

Traffic paint is used for lane lines, marked crossings, and other pavement markings essential to roadway safety.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 150,000.00

Select \$

Select \$

Select \$

Budget Account

1100-21400-42640-53210-99999

#

#

#

Approvals**Dept Head** HARRIS, CLINT E.**Division Director** FEIST, MARLENE**Finance** BUSTOS, KIM**Legal** HARRINGTON,
MARGARET**For the Mayor** PERKINS, JOHNNIE**Council Notifications****Study Session\Other** PIES 4/24/23**Council Sponsor** Kinnear**Distribution List**

ceharris@spokanecity.org

tprince@spokanecity.org

jwthomas@spokanecity.org

meveland@spokanecity.org

jklapp@spokanecity.org

tbrazington@spokanecity.org

rlynch@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org 509-625-7744
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 – Streets Dept. Traffic Paint Purchasing
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Street Department is seeking approval to purchase Traffic Paint at a cost not to exceed \$150,000.00 using pricing on WA State Contract 02817 and Pierce County Contract SC-109061.</p> <p>Traffic paint is used for lane lines, marked crossings, and other pavement markings essential to roadway safety.</p>
Proposed Council Action	PIES Consent Approval 3/27/23
<p>Fiscal Impact Total Cost: <u>\$150,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Street Dept. Budget</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

Contract 02817 - Waterborne Traffic Marking Paint - Pricing & Ordering - Version 1

Contract 02817 - Waterborne Traffic Marking Paint - Pricing & Ordering - Version 1																			
		Ennis-Flint, Inc. (State Agencies) Ann Selby - aselby@ennisflint.com (336) 308-3767 Don Vermeer - don@ennisflint.com (214) 874-7226 Jeremy Crow - jcrow@ennisflint.com (336) 477-8296 Alpine Products (Other than State Agencies) Joe Chanes - joe@alpinemarkings.com (253) 351-9828						Ennis-Flint, Inc. Ann Selby - aselby@ennisflint.com (336) 308-3767 Don Vermeer - don@ennisflint.com (214) 874-7226 Jeremy Crow - jcrow@ennisflint.com (336) 477-8296 Alpine Products (Other than State Agencies) Joe Chanes - joe@alpinemarkings.com (253) 351-9828						Ozark Materials LLC Julia Brys - Julia@ozarkmaterials.net (334) 371-2309 Truckload Quantities >3,025 Gal. for Totes >3,080 Gal. for Drums >2,880 Gal. for Pails					
Pricing Effective Date		August 1, 2022						August 1, 2022						December 1, 2021					
Paint Type	Item	Description	Commodity Code	Delivery Qty	SS/Poly Tote (250/275 gal)	55-Gal Drum	5-Gal Pail	Description	Commodity Code	Delivery Qty	SS/Poly Tote (250/275 gal)	55-Gal Drum	5-Gal Pail	Description	Commodity Code	Delivery Qty	Bottle/Cage (275 gal)	55-Gal Drum	5-Gal Pail
Standard 1	White	Ennis-Flint, Inc. Formula #: 983711 Resin (3427)	630-66-68-605	Truckload (>2,650)	\$14.50	\$16.04	\$17.57	Ennis-Flint, Inc. Formula #: 983711-B2 Resin (DT211)	630-66-68-607	Truckload (>2,650)	\$14.66	\$16.19	\$17.73	Ozark Materials Formula #: 14244 Resin (3427)	630-66-68-700	Truckload	\$ 13.21	\$ 13.57	\$ 14.09
				Less-Than-Truckload	\$16.04	\$17.57	\$19.11			Less-Than-Truckload	\$16.19	\$17.73	\$19.26			Less-Than-Truckload	\$ 15.83	\$ 16.20	\$ 16.71
	Yellow	Ennis-Flint, Inc. Formula #: 983712 Resin (3427)	636-66-68-606	Truckload (>2,650)	\$14.50	\$16.04	\$17.57	Ennis-Flint, Inc. Formula #: 983712-B2 Resin (DT211)	630-66-68-608	Truckload (>2,650)	\$14.66	\$16.19	\$17.73	Ozark Materials Formula #: 24244 Resin (3427)	630-66-68-701	Truckload	\$ 13.21	\$ 13.57	\$ 14.09
				Less-Than-Truckload	\$16.04	\$17.57	\$19.11			Less-Than-Truckload	\$16.19	\$17.73	\$19.26			Less-Than-Truckload	\$ 15.83	\$ 16.20	\$ 16.71
Standard 2	White	Ennis-Flint, Inc. Formula #: 980201 Resin (5408)	630-66-68-610	Truckload (>2,650)	\$26.91	\$28.45	\$29.98	Ennis-Flint, Inc. Formula #: 980201-B2 Resin (XSR)	630-66-68-612	Truckload (>2,650)	\$25.38	\$26.91	\$28.45	Ozark Materials Formula #: 14244A Resin (5408)	630-66-68-706	Truckload	\$ 13.21	\$ 13.57	\$ 14.09
				Less-Than-Truckload	\$28.45	\$29.98	\$31.52			Less-Than-Truckload	\$26.91	\$28.45	\$29.98			Less-Than-Truckload	\$ 15.83	\$ 16.20	\$ 16.71
	Yellow	Ennis-Flint, Inc. Formula #: 983712 Resin (5408)	630-66-68-611	Truckload (>2,650)	\$26.50	\$28.03	\$29.57	Ennis-Flint, Inc. Formula #: 983712-B2 Resin (XSR)	630-66-68-613	Truckload (>2,650)	\$24.96	\$26.50	\$28.03	Ozark Materials Formula #: 24244A Resin (5408)	630-66-68-707	Truckload	\$ 13.21	\$ 13.57	\$ 14.09
				Less-Than-Truckload	\$28.03	\$29.57	\$31.10			Less-Than-Truckload	\$26.50	\$28.03	\$29.57			Less-Than-Truckload	\$ 15.83	\$ 16.20	\$ 16.71

Pricing Effective Date		August 1, 2022						August 1, 2022						December 1, 2021					
Paint Type	Item	Description	Commodity Code	Delivery Qty	SS/Poly Tote (250/275 gal)	55-Gal Drum	5-Gal Pail	Description	Commodity Code	Delivery Qty	SS/Poly Tote (250/275 gal)	55-Gal Drum	5-Gal Pail	Description	Commodity Code	Delivery Qty	Bottle/Cage (275 gal)	55-Gal Drum	5-Gal Pail
Standard 3	White	Ennis-Flint, Inc. Formula #: 984701 Resin (3427)	630-66-68-616	Truckload (>2,650)	\$15.26	\$16.79	\$18.33	Ennis-Flint, Inc. Formula #: 984701-B2 Resin (DT211)	630-66-68-618	Truckload (>2,650)	\$ 15.41	\$ 16.94	\$ 18.48	Ozark Materials Formula #: 15244 Resin (3427)	630-66-68-712	Truckload	\$ 13.73	\$ 14.10	\$ 14.61
				Less-Than-Truckload	\$16.79	\$18.33	\$19.86			Less-Than-Truckload	\$ 16.94	\$ 18.48	\$ 20.02			Less-Than-Truckload	\$ 16.35	\$ 16.72	\$ 17.23
	Yellow	Ennis-Flint, Inc. Formula #: 984702 Resin (3427)	630-66-68-617	Truckload (>2,650)	\$15.26	\$16.79	\$18.33	Ennis-Flint, Inc. Formula #: 984702-B2 Resin (DT211)	630-66-68-619	Truckload (>2,650)	\$15.41	\$16.94	\$18.48	Ozark Materials Formula #: 25244 Resin (3427)	630-66-68-713	Truckload	\$ 13.73	\$ 14.10	\$ 14.61
				Less-Than-Truckload	\$16.79	\$18.33	\$19.86			Less-Than-Truckload	\$16.94	\$18.48	\$20.02			Less-Than-Truckload	\$ 16.35	\$ 16.72	\$ 17.23
Standard 4	White	Ennis-Flint, Inc. Formula #: 984421 Resin (HD21A)	630-66-68-622	Truckload (>2,650)	\$17.68	\$19.22	\$20.75	Ennis-Flint, Inc. Formula #: 984421-B2	630-66-68-624	Truckload (>2,650)	\$ 15.04	\$ 16.58	\$ 18.11	Ozark Materials Formula #: 16244 Resin (HD21A)	630-66-68-718	Truckload	\$ 13.99	\$ 14.36	\$ 14.87
				Less-Than-Truckload	\$19.22	\$20.75	\$22.29			Less-Than-Truckload	\$ 16.58	\$ 18.11	\$ 19.65			Less-Than-Truckload	\$ 16.61	\$ 16.98	\$ 17.49
	Yellow	Ennis-Flint, Inc. Formula #: 984422 Resin (HD21A)	630-66-68-623	Truckload (>2,650)	\$15.70	\$17.24	\$18.77	Ennis-Flint, Inc. Formula #: 984422-B2	630-66-68-625	Truckload (>2,650)	\$15.04	\$16.58	\$18.11	Ozark Materials Formula #: 26244 Resin (HD21A)	630-66-68-719	Truckload	\$ 13.99	\$ 14.36	\$ 14.87
				Less-Than-Truckload	\$17.24	\$18.77	\$20.31			Less-Than-Truckload	\$16.58	\$18.11	\$19.65			Less-Than-Truckload	\$ 16.61	\$ 16.98	\$ 17.49
Standard 5	White	Ennis-Flint, Inc. Formula #: 985351 Resin (XSR)	630-66-68-628	Truckload (>2,650)	\$16.78	\$18.31	\$19.85	Ennis-Flint, Inc. Formula #: 985351-B2X Resin (DT211)	630-66-68-630	Truckload (>2,650)	\$ 15.04	\$ 16.58	\$ 18.11	Ozark Materials Formula #: 17244 Resin (5408)	630-66-68-724	Truckload	\$ 13.71	\$ 13.67	\$ 14.54
				Less-Than-Truckload	\$18.31	\$19.85	\$21.38			Less-Than-Truckload	\$ 16.58	\$ 18.11	\$ 19.65			Less-Than-Truckload	\$ 13.63	\$ 13.67	\$ 14.54
	Yellow	Ennis-Flint, Inc. Formula #: 985352 Resin (XSR)	630-66-68-629	Truckload (>2,650)	\$16.87	\$18.40	\$19.94	Ennis-Flint, Inc. Formula #: 985352-B2X Resin (DT211)	630-66-68-631	Truckload (>2,650)	\$15.04	\$16.58	\$18.11	Ozark Materials Formula #: 27244 Resin (5408)	630-66-68-725	Truckload	\$ 13.78	\$ 13.74	\$ 14.64
				Less-Than-Truckload	\$18.40	\$19.94	\$21.48			Less-Than-Truckload	\$16.58	\$18.11	\$19.65			Less-Than-Truckload	\$ 13.78	\$ 13.74	\$ 14.64

Pricing Effective Date		August 1, 2022						August 1, 2022						December 1, 2021												
Paint Type	Item	Description	Commodity Code	Delivery Qty	SS/Poly Tote (250/275 gal)	55-Gal Drum	5-Gal Pail	Description	Commodity Code	Delivery Qty	SS/Poly Tote (250/275 gal)	55-Gal Drum	5-Gal Pail	Description	Commodity Code	Delivery Qty	Bottle/Cage (275 gal)	55-Gal Drum	5-Gal Pail							
Standard 6	White	Ennis-Flint, Inc. Formula #: 98351 Resin (XSR)	630-66-68-634	Truckload (>2,650)	\$27.14	\$28.68	\$30.21																			
				Less-Than-Truckload	\$28.68	\$30.21	\$31.75														Ozark Materials Formula #: 18244 Resin (5408)	630-66-68-730	Truckload	\$ 13.71	\$ 13.67	\$ 14.54
	Yellow	Ennis-Flint, Inc. Formula #: 98352 Resin (XSR)	630-66-68-635	Truckload (>2,650)	\$27.23	\$28.77	\$30.31														Ozark Materials Formula #: 28244 Resin (5408)	630-66-68-731	Truckload	\$ 13.78	\$ 13.74	\$ 14.64
				Less-Than-Truckload	\$28.77	\$30.31	\$31.84														Less-Than-Truckload	\$ 13.78	\$ 13.74	\$ 14.64		

The Sherwin-Williams Company
 Inside Sales - hwyinsidesales@sherwin.com
 (800) 597-2929

December 1, 2021

Description	Commodity Code	Delivery Qty	Bottle/Cage (275 gal)	55-Gal Drum	5-Gal Pail
Sherinw-Williams Formula #: TM2600 Resin (3427)	630-66-68-800	Truckload (>2,650)	\$ 13.25	\$ 13.72	\$ 14.43
		Less-Than-Truckload	\$ 14.03	\$ 14.49	\$ 15.21
Sherinw-Williams Formula #: TM2601 Resin (3427)	630-66-68-801	Truckload (>2,650)	\$ 11.72	\$ 11.90	\$ 12.77
		Less-Than-Truckload	\$ 12.50	\$ 12.68	\$ 13.75

The Sherwin-Williams Company
 Inside Sales - hwyinsidesales@sherwin.com
 (800) 597-2929

December 1, 2021

Description	Commodity Code	Delivery Qty	Bottle/Cage (275 gal)	55-Gal Drum	5-Gal Pail
Sherwin-Williams Formula #: TM2602 Resin (3427)	630-66-68-812	Truckload (>2,650)	\$ 13.30	\$ 13.88	\$ 14.93
		Less-Than-Truckload	\$ 14.09	\$ 14.66	\$ 15.39
Sherwin-Williams Formula #: TM2603 Resin (3427)	630-66-68-813	Truckload (>2,650)	\$ 12.04	\$ 13.01	\$ 13.63
		Less-Than-Truckload	\$ 12.82	\$ 13.79	\$ 14.93

The Sherwin-Williams Company
Inside Sales - hwyinsidesales@sherwin.com
(800) 597-2929

December 1, 2021

Description	Commodity Code	Delivery Qty	Bottle/Cage (275 gal)	55-Gal Drum	5-Gal Pail



Agenda Sheet for City Council Meeting of:

05/08/2023

Date Rec'd	4/24/2023
Clerk's File #	OPR 2022-0899
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	VB

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

Agenda Wording

The Street Department is requesting approval to add \$42,555.27 to the purchasing allocation for Road Salt due to larger than anticipated purchasing needs prompted by the Winter season

Summary (Background)

The purchase of Salt from Salt Distributors Inc. was previously approved by Council, however the weather conditions of this season required a larger than anticipated volume of purchasing. The Street Department is requesting an increase of \$42,555.27 to fulfill the purchasing obligations for product used during the 22'-23' Winter season

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 42,255.27

Select \$

Select \$

Select \$

Budget Account

1100-21800-42660-53210-99999

#

#

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Approvals

Dept Head	HARRIS, CLINT E.
Division Director	FEIST, MARLENE
Finance	ORLOB, KIMBERLY
Legal	HARRINGTON, MARGARET
For the Mayor	KIRK, JESSICA

Council Notifications

Study Session\Other	PIES 4/24/23
Council Sponsor	Kinnear & Bingle
Distribution List	ceharris@spokanecity.org
	jwthomas@spokanecity.org
Additional Approvals	jdykes@spokanecity.org
Purchasing	tprince@spokanecity.org
	tbrazington@spokanecity.org
	jklapp@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org
Council Sponsor(s)	Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 – Street Department Road Salt Purchasing
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The purchase of Salt from Salt Distributors Inc. was previously approved by Council, however the weather conditions of this season required a larger than anticipated volume of purchasing. The Street Department is requesting an increase of \$42,555.27 to fulfill the purchasing obligations for product used during the 22’-23’ Winter season
Proposed Council Action	PIES Consent Agenda Approval 4/24/23
Fiscal Impact	
Total Cost: <u>\$42,555.27</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Street Department Budget	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	



Agenda Sheet for City Council Meeting of:

05/08/2023

Date Rec'd	4/24/2023
Clerk's File #	OPR 2022-0165
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	RE20295

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

Agenda Wording

The Street Department is requesting approval to add \$172,644.76 to the purchasing allocation for Liquid Deicer due to larger than anticipated purchasing needs prompted by the Winter season

Summary (Background)

The purchase of Liquid Deicer from GMCO Corporation was previously approved by Council, however the weather conditions of this season required a larger than anticipated volume of purchasing. The Street Department is requesting an increase of \$172,644.76 to fulfill the purchasing obligations for product used during the 22'-23' Winter season

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 172,644.76
Select	\$
Select	\$
Select	\$

Budget Account

#	1100-21800-42660-53210-99999
#	
#	
#	

Approvals

Dept Head	HARRIS, CLINT E.
Division Director	FEIST, MARLENE
Finance	ORLOB, KIMBERLY
Legal	HARRINGTON, MARGARET
For the Mayor	KIRK, JESSICA

Council Notifications

Study Session\Other	PIES 4/24/23
Council Sponsor	Kinnear & Bingle
Distribution List	
	ceharris@spokanecity.org
	jwthomas@spokanecity.org
	jdykes@spokanecity.org
	tprince@spokanecity.org
	tbrazington@spokanecity.org
	jklapp@spokanecity.org

Additional Approvals

Purchasing

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org
Council Sponsor(s)	Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 – Street Department Road Salt
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The purchase of Liquid Deicer from GMCO Corporation was previously approved by Council, however the weather conditions of this season required a larger than anticipated volume of purchasing. The Street Department is requesting an increase of \$172,644.76 to fulfill the purchasing obligations for product used during the 22’-23’ Winter season
Proposed Council Action	PIES Consent Agenda Approval 4/24/23
Fiscal Impact	
Total Cost: <u>\$172,644.76</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Street Department Budget	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	



Agenda Sheet for City Council Meeting of:

05/08/2023

Date Rec'd	4/25/2023
Clerk's File #	OPR 2023-0464
Renews #	
Cross Ref #	
Project #	
Bid #	SOURCEWELL CONTRACT
Requisition #	BT

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - PURCHASE OF THREE (3) REAR LOADERS

Agenda Wording

Fleet Services would like to purchase three (3) Rear Load Truck Chassis and Labrie Rear Load Bodies for the Solid Waste Collection Department - \$1,500,000.00 estimated expenditure.

Summary (Background)

These will be purchased from Dobbs Peterbilt, Liberty Lake, WA accessing Sourcewell Contract Crane Carrier Company #060920 - Labrie #091219LEG.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 1,500,000.00

Select \$

Select \$

Select \$

Budget Account

BT

#

#

#

Approvals

Dept Head	GIDDINGS, RICHARD
Division Director	WALLACE, TONYA
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON, MARGARET
For the Mayor	SMITHSON, LYNDEN

Council Notifications

Study Session\Other	4/24/23 PIES
Council Sponsor	CM Kinnear & CM Bingle

Distribution List

tprince

Additional Approvals

Purchasing	PRINCE, THEA
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Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 625-7706
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Purchase of three (3) Rear Load Truck Chassis & Labrie Rear Load Bodies
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to purchase three (3) Rear Load Truck Chassis and Labrie Rear Load Bodies for the Solid Waste Collection Department. These will be purchased from Dobbs Peterbilt, Liberty Lake, WA accessing Sourcewell Contract Crane Carrier Company #060920 – Labrie #091219LEG.
Proposed Council Action	Approve Purchase
Fiscal Impact Total Cost: <u>\$1,800,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: 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? Refuse collection provides equal benefit to all residents without regard to social or economic factors.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? This 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? Fleet Services collects data relating to maintenance, repair, and fuel cost for comparison with similar equipment to aid in future purchasing decisions.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Policy and Capital Improvement Program.	



Agenda Sheet for City Council Meeting of:
05/08/2023

Date Rec'd	4/25/2023
Clerk's File #	OPR 2023-0465
Renews #	

Submitting Dept	FLEET SERVICES	Cross Ref #	
Contact Name/Phone	RICK GIDDINGS 625-7706	Project #	
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG	Bid #	RFP #5849-23
Agenda Item Type	Contract Item	Requisition #	REVENUE
Agenda Item Name	5100 - CONTRACT WITH MAAS ENERGY WORKS		

Agenda Wording

Approve a three (3) year Contract with Maas Energy Works (Redding, CA) to supply the City of Spokane Renewable Natural Gas for use in our Solid Waste Collections Fleet and to assist the City in receiving associated alternative fuel credits \$230,000

Summary (Background)

An RFP was issued on March 2, 2023 to select a vendor to supply the City of Spokane renewable natural gas for use in the Solid Waste Collections Fleet and to assist the City in receiving the maximum benefit from the associated alternative fuel credits. Two proposals were received, and an evaluation committee has determined that award should be made to Maas Energy Works.

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

Revenue	\$ 230,000.00	# tbd
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	GIDDINGS, RICHARD	Study Session\Other	PIES 4/24/23
Division Director	WALLACE, TONYA	Council Sponsor	CM Kinnear & CM Bingle
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	HARRINGTON,	tprince	
For the Mayor	KIRK, JESSICA	daryl@maasenergy.com	
Additional Approvals		Fleetservicesaccounting@spokanecity.org	
Purchasing	PRINCE, THEA		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

estimated revenue annually.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services Department
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 625-7706
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 min
Agenda Item Name	5100 –Contract for Renewable Natural Gas and Clean Fuel Standard Implementation
Summary (Background) *use the Fiscal Impact box below for relevant financial information	An RFP was issued on March 2, 2023 to select a vendor to supply the City Renewable Natural Gas for use in our Solid Waste Collections Fleet and to assist the City in receiving the maximum benefit from the associated Alternative Fuel credits. Two proposals were received, and an evaluation committee has determined that award should be made to Maas Energy Works (Redding, CA).
Proposed Council Action	Approve Contract
Fiscal Impact	
Total Cost: \$0	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Solid Waste Collection Budget	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
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? 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 Centralized Fleet Policy.	



City of Spokane
PERSONAL SERVICE AGREEMENT
Title: **RENEWABLE NATURAL GAS AND CLEAN FUEL STANDARD IMPLEMENTATION**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **MAAS ENERGY WORKS**, whose address is 1730 South Street, Redding California 96001 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE.

The Company shall perform **Renewable Natural Gas And Clean Fuel Standard Implementation**, in accordance with RFP No. 5849-23, and Company’s March 27, 2023, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on June 1, 2023, and shall run through May 31, 2026, unless amended by written agreement or terminated earlier under the provisions of this Agreement. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed two (2) one (1) year renewals.

3. COMPENSATION / PAYMENT.

The City estimates approximately **TWO HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$230,000.00)** as annual revenue from the Company from the Renewable Natural Gas and Clean Fuel Standard Implementation. Any fees due to Company will be taken from revenue proceeds. The Company shall submit payment on a monthly basis to the City of Spokane, Fleet Services Department, 915 N Nelson Street, Spokane, Washington, 99202.

4. TAXES, FEES AND LICENSES.

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

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

7. INDEMNIFICATION.

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

8. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide

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

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

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

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

10. DEBARMENT AND SUSPENSION.

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

11. AUDIT.

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

12. ASSIGNMENT AND SUBCONTRACTING.

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

13. TERMINATION.

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

14. STANDARD OF PERFORMANCE.

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

15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

16. ANTI KICK-BACK.

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

17. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the

Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

MAAS ENERGY WORKS

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding debarment

Exhibit B – Company’s Response to RFP dated March 27, 2023

23-072

EXHIBIT A

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

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

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

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

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number RFP 5849-23
Bid Title Renewable Natural Gas and Clean Fuel Standard Implementation
Due Date Monday, March 27, 2023 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Maas Energy Works
Submitted By Daryl Maas - Monday, March 27, 2023 12:52:16 PM [(UTC-08:00) Pacific Time (US & Canada)]
 david.canales@maasenergy.com 530-710-8545

Comments

Question Responses

Group	Reference Number	Question	Response
MANDATORY Pre-Bid Meeting			
	1	A MANDATORY pre-bid conference will be held on Tuesday, January 31st, 2023: Starting at 8:00 A.M. at the Waste to Energy Facility (WTE), Administration Office, 2900 S Geiger Blvd, Spokane WA 99224, and then continuing at the Valley Transfer Station at 11:00 A.M., and then continuing at the Colbert Transfer Station at 2:00 P.M. This meeting is MANDATORY only bidders who attended would be able to submit a proposal.	AGREED AND ACKNOWLEDGED
	2	Bidder realize if it did not attend the Mandatory Pre-Bid Meeting, it will be non-responsive, and therefore, cannot submit a bid.	AGREED AND ACKNOWLEDGED
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", 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.	AGREED AND ACKNOWLEDGED

4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
5	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph in the Terms & Conditions for public record requirements.	AGREED AND ACKNOWLEDGED
6	Proposer has included Cover Letter with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES
7	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Name: David Canales (Director of Sales (RNG) Email: david.canales@maasenergy.com
8	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Name: Daryl Maas (CEO) Email: daryl@maasenergy.com
DOCUMENTS TO UPLOAD:		
1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	City of Spokane - Official RNG Proposal.pdf
2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	No Addenda Documents.pdf
3	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	



MAAS

ENERGY WORKS

Renewable Energy That Works

City of Spokane

**Renewable Natural Gas and Clean
Fuel Standard Implementation
RFP # 5849-23**

Daryl Maas
CEO
210.527.7631
daryl@maasenergy.com

March 27, 2023





Section 1: Letter of Submittal

March 27, 2023

Thea Prince - Sr. Procurement Specialist
City of Spokane
915 N Nelson St.
Spokane, WA 99202
Phone (509) 625-6403
Email: tprince@spokanecity.org

Re: Renewable Natural Gas and Clean Fuel Standard Implementation (RFP) 5849-23

Maas Energy Works (MEW) appreciates the opportunity to submit the enclosed Renewable Natural Gas (RNG) proposal to the City of Spokane. This proposal includes two service offerings: 1). RNG Fuel Supply and 2). Clean Fuel Standard credit management. The services provided in this proposal will guarantee non-interrupted RNG Supply that will allow the City of Spokane to reduce its greenhouse gas emissions (GHG) of your fleet operations while generating maximum revenue for the use of 100% dairy gas, with negative CI scores.

MEW is a family-owned company and certified by the California and federal governments as a Disabled Veteran Owned Small Business. Founder Daryl Maas is originally from Mount Vernon, Washington and began building digesters in Washington in 2007. MEW owns and operates its RNG assets in 7 states. Purchasing RNG directly from MEW means you are buying from the RNG generator and eliminating the middle person (supplier, wholesaler, or third-party vendor). Thus, you are avoiding those extra expenses by purchasing directly from the generator (MEW)



and adding much greater certainty of delivery by removing counterparty risks to ensure the highest degree of reliability and quality for your CNG refuse trucks.

Provided below are the key benefits that the City of Spokane will obtain by partnering with MEW:

- **RNG Team Experts.** MEW has built a dedicated team of 120 full-time professionals that develop and operate dairy RNG projects. Our sixteen years of experience in the biogas field gives us access to a network of strategic partnerships that have a familiar, collaborative working relationship, enabling RNG projects to move rapidly, and provide a high-quality and reliable outcome. We are not a broker, or aggregator. We develop, own, and/or operate all the facilities whose biogas we propose to deliver. All 57 dairy digester projects developed by Maas Energy Works remain in operation today. MEW's history of timely operational performance is unparalleled in delivering its RNG. Our team will ensure that the City of Spokane meets all compliance obligations under the Clean Fuel Act (CAA) and RFS (Renewable Fuel Standard) program.
- **Dairy RNG Supply.** MEW owns and operates the largest fleet of RNG dairy digesters in California. We have developed over 57 new dairy digester facilities that currently produce RNG, making the company the most experienced dairy digester developer in the nation. In addition, we operate the highest quality equipment to produce the cleanest source of RNG.
- **RNG Producer.** MEW is the direct source of RNG Supply. Our approach is focused on reliably delivering RNG directly to our customers from facilities that we operate



ourselves. Today, we continue to develop, build, operate, and improve biogas projects across the state allowing us to produce the most valuable RNG in California.

This proposal shall remain valid for 120 days from the date of submittal. Should you require further clarifications during the period of the proposal evaluation please do not hesitate to contact:

Name: Daryl Maas – (CEO)
Company Name: Maas Energy Works
Address: 1730 South Street, Redding, CA 96001
Phone Number: 714.461.9559
Email Address: Daryl@maasenergy.com

Name: David Canales - Director of Sales (RNG)
Company Name: Maas Energy Works
Address: 1730 South Street, Redding, CA 96001
Phone Number: 714.461.9559
Email Address: David.Canales@maasenergy.com

We acknowledge that MEW will comply with all the terms and conditions outlined in this RFP and it has not employed any current or former employees from the City of Spokane during the previous (12) months.

We look forward to serving the City of Spokane in this new capacity!

Sincerely,

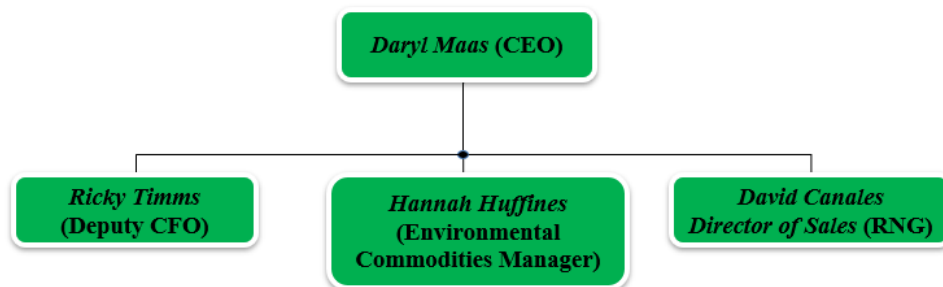
A handwritten signature in cursive script that reads "Daryl Maas".

Daryl Maas
CEO

Section 2: Technical Proposal

Project Team & Organization

Project Organization Chart



- **Daryl Maas, Chief Executive Officer (CEO):** Daryl will serve as the project manager and have the prime responsibility of overseeing the RNG Supply Agreement for City of Spokane.
- **David Canales, Director of Sales (RNG):** David will be the main point of contact during the evaluation process and will serve to support the RNG Supply Agreement for the duration of the contract.
- **Hannah Huffines, Environmental Commodities Manager:** Hannah will be managing the City of Spokane Clean Fuel Standard credit management program to ensure the City of Spokane is in compliance with all applicable state regulations.

- **Ricky Timms, (*Deputy CFO*):** Ricky manages all of MEW’s finances and will be overseeing the City of Spokane LCFS credit generation to ensure the City of Spokane receives its highest value for its RNG.

Comprehensive Work Plan

The comprehensive work plan below illustrates how MEW will satisfy all requirements indicated in this RFP. MEW will manage the complexities of the regulatory requirements under the Clean Fuel Standard program. We will ensure the City of Spokane receives its highest value for its RNG starting May 1, 2023, by ensuring a seamless procurement process. MEW guarantees a non-interrupted and reliable source of RNG Supply. Below are the steps required for the successful completion of the scope of services that will be employed by (MEW) to supply, track, and monetize the RNG credits as your service provider:

Week 1: Register the City of Spokane with the State of Washington for the Purchase of Natural Gas under the Clean Air Act (CCA) for the following: 1). RNG Fuel Supply and 2). Clean Fuel Standard (CFS) credit management program.

Week 2: Track daily RNG usage and report all low carbon fuel consumption on a monthly basis.

Week 3: Generate RNG credits on a monthly basis for the fuel volumes submitted and maintain fuel consumption records for audit purposes.

Week 4: Sell RNG credits on the open market to obligated parties (at the highest value) and reconcile all volumes delivered vs. credits sold and reported for settlement purposes.

If selected, MEW will be the (first) regulated party on behalf of the City of Spokane and will manage all regulatory and reporting requirements. MEW's ongoing CFS credit management for the City of Spokane includes all compliance requirements as constituted under the Washington state laws. There is no City involvement required. MEW will keep the City of Spokane informed of any market regulatory changes and responds to any project scope changes.

Scope of Services to Monitor and Supply (RNG)

MEW will act as an Energy Service Provider (ESP) broker on behalf of Avista. MEW will guarantee its RNG Fuel Supply via the Avista interstate pipeline. The City of Spokane will not be required to make any changes to their existing "Energy Service Provider" (ESP) Avista. By continuing your ESP services with Avista. We will streamline the process by fulfilling the specified tasks below:

- Daily monitoring of renewable natural gas (RNG) usage.
- Daily balancing as required by RNG producer.
- Billing services include issuing: invoices, RNG credits such as the generation of RFS credits (monthly) and Clean Fuel Standard credits (quarterly) when they become available.
- Provide natural gas (RNG) information and consulting services when needed.

- We will handle all RNG Supply and delivery arrangements via the public utility company, Avista.
- Monitor gas infrastructure issues such as RNG Supply to ensure reliability and maintain an auditable “paper trail.” and paper/digital copies.
- We will act as an advocate on relevant issues before the department of Ecology and the EPA.
- Provide the City of Spokane with monthly invoices for natural gas (RNG) costs with a summary breakdown of usage and cost per therms by meter.

Project Schedule & Deliverables

MEW will ensure it fulfills all the registration requirements before the start of the contract of the Clean Fuel Standard & Renewable Fuel Standard (RFS) program. The following schedule is a projected timeline for the delivery of RNG, including all monthly RIN payouts to the City of Spokane. If selected, the RNG Supply contract will become effective from May 1, 2023, to May 1, 2026, with two (2) year option terms. CFS will be paid on a quarterly basis and RIN will be paid on a monthly basis. There will be no subcontractors providing services. MEW will serve as your prime contractor; MEW will ensure that the scope of work of RNG Fuel Supply and CFS Credit Management are met within the requirements of this RFP.

SCHEDULED TIMELINE	START DATE	END DATE
Clean Fuel Standard Registration	03/31/23	04/14/23
Avista Utility (ESP) Registration	04/15/23	04/28/23
Initial Term	05/01/23	05/01/26
Two-Year Option Term	05/01/26	07/31/28

Compliance Obligations Overseen by MEW

- a) **Credit Generation.** Apart from raw data logs of natural gas volume and methane content, the following data is procured for the purposes of monthly Renewable Fuel Standard (RFS) and quarterly Clean Fuel Standard (CFS) carbon credit generations: quarterly affidavits as required by the RFS Quality Assurance Plan (QAP) program, Renewable Identification Number (RIN) Generation Separation files as provided by a third-party verification body, monthly natural gas utility injection statements, all associated monthly and quarterly product transfer documents (PTDs), monthly dispensing allocation files, and associated compressed natural gas (CNG) utility station injection statements.
- b) **RIN Generation.** RINs are generated monthly for each month prior's dispensing volume. For each RIN generation, a natural gas utility injection statement, nomination PTD, and dispensing allocation file are submitted to a third-party Verification Body. Once the submitted data is validated, the third-party Verification Body will provide a RIN Generation Separation file. The RIN Generation Separation file is uploaded to a project's CDX EMTS account, where the Environmental Protection Agency (EPA) automatically processes the transaction and separated RINs generate within minutes of file submittal. CFS Credit Generation. CFS credits are generated quarterly for each quarter prior's dispensing volume. For CFS credit generation, natural gas utility injection statements, a dispensing allocation file, and CNG station utility injection statements are utilized as supporting documents for production of CFS Quarterly Reports, due by midnight the last day of each quarter. The California Air Resources Board (CARB) typically processes CFS

Quarterly Reports for carbon credit generation within the two weeks following each quarter's close.

- c) **Monetization.** RINs and CFS will be sold by MEW. We will electronically transfer the batch of RINs and/or CFS credits to the broker or direct end user. RINs are transferred in the CDX EMTS online portal. CFS credits are transferred in the LCFS LRT online portal. Copies of any associated invoices are filed by the MEW internally for a minimum of 10 years.

Reporting. MEW will handle of the reporting for the City of Spokane. An CFS Annual Fuel Pathway (AFP) report detailing a project's scope, carbon intensity, and production will be submitted by March 31st every year for the prior year's data. Subsequently, a third-party Verification Body must successfully audit the AFP report and submit any final determinations to CARB by the following August 31st.

All transactions and compliance reporting abide by the Renewable Fuel Standard and Low Carbon Fuel Standard (as detailed in Low Carbon Fuel Standard Sub article

For contracting purposes, MEW will utilize the "Base Contract for Sale and Purchase of Natural Gas" which is the standardized binding contract by the (North American Energy Standards Board) NAESB and two Transactions Confirmations. This will allow MEW to provide the following services: 1) RNG Fuel Supply and 2) the Clean Fuel Standard credit management.



Section 3: Management Proposal

Qualifications and Related Experience

A) Founder Daryl Maas began building digesters in his home state of Washington in 2007. In May of 2010, Daryl moved to Redding, California and created Maas Energy Works to develop projects inside of California. The company's services include design, engineering, financing, permitting, construction management, commissioning, operations, equipment packaging, and credit generation services. In short, we are a one-stop biogas developer-owner-operator. Some of our 57 operational projects are owned by dairy farmers with MEW as the operator, other projects we own ourselves, and still others are joint ventures. Our total developed and operational plants have an installed capital cost of approximately \$400,000,000.

MEW's home office is in Redding California where we employ approximately 75 full time personnel. We also have another 40 full time personnel in field offices in Visalia, California, Riverdale, California, Merced, California, Lancaster, Pennsylvania, Dumas, Texas, and Buckeye, Arizona, bring our total employees to 115. We have two sister companies Goose Works LLC and Energy Innovations LLC, with another 35 full time employees that fabricate biogas handling and controls equipment in Redding, California, ensuring vertical integration and local parts sourcing. MEW is organized as a Delaware LLC. We are family-owned company with 100% of common stock owned by Daryl and Christianna Maas, husband, and wife. Some senior employees have been become partners with profit-only equity interests.



MEW has installed approximately \$400,000,000 in capital equipment, with another \$350,000,000 in active development and construction. The company has never declared bankruptcy, had assets foreclosed upon, or any other significant negative financial action. All other assets, including all other digesters, are held debt free.

Maas Energy Works is responsible for generating approximately half of all dairy biogas in the LCFS. We actively manage 26 dairy biogas projects with certified LCFS pathways, and another 26 dairy biogas projects that have been issued temporary fuel pathway codes pending certification. See Exhibit A on (pg. 12) for a list of all certified dairy biogas CNG projects in the county projects where MEW is the developer, owner, or operator. The project team ensured that all projects shown in Exhibit A were successful in securing registrations for carbon credit generation and other environmental commodities. Through about 2018, all projects were registered under the California Air Resource Board (CARB) Livestock Offset Protocol to create California Carbon Offsets for generation and sale under the state's Cap and Trade program. Beginning with digesters shown on the Project List as online in 2019, the Project Team registered all new RNG projects with CARBs Low Carbon Fuel Standard program and with the US Environmental Protection Agency's Renewable Fuels Standard to create Renewable Information Numbers (RINS). These projects included the Calgren Dairy Fuels cluster of dairy digesters, the first dairy RNG project in California, which later received numerous industry awards (see Daryl Maas resume). Furthermore, Maas Energy Works was the first company to register dairy digesters to create LCFS credits via charging



of electric vehicles, achieving CI scores below -700, which at the time was the lowest score ever achieved in the LCFS program.

For all projects shown in the Project List, Daryl Maas was the active CEO and lead project developer. Stephen Hatley was the CFO responsible for financial management of offtake including carbon credits and other energy commodities. From 2010 to 2021, Daryl Maas handled registration of carbon credits, LCFS pathways, and other renewable credits. Beginning in 2021, Hannah Huffines worked with Daryl and gradually replaced him as Director of Environmental commodities. She now leads a staff 5 other full-time personnel involved in the registration, generation, maintenance, and compliance of environmental commodities. Hannah’s team actively manages 12 RIN generation pathways, and 52 LCFS pathways (certified or temporary).

Project List – Approved RFS and LCFS Pathways

Exhibit A. Project List: Approved RFS and LCFS Pathways

Approved RFS Pathways	
Project	Location
Greengasco, LLC 1 (G1)	Dumas, TX
Greengasco, LLC 2 (G2)	Dumas, TX
Greengasco, LLC 3 (G3)	Dumas, TX
Lakeside Pipeline, LLC (LS)	Hanford, CA
Five Points Pipeline, LLC (FP)	Riverdale, CA
Merced Pipeline, LLC (MR)	Merced, CA
Still Water Power, LLC (SW)	Hanford, CA
Lone Oak Energy, LLC (LO)	Fresno, CA
FM Jerseys Dairy Biogas LLC (FM)	Tipton, CA
FC Jerseys Energy, LLC (FC)	Dalhart, TX
Oak Valley Energy, LLC (OV)	Burley, ID
Calgren Dairy Fuels, LLC (CG)	Tipton, CA

Resumes for Staff Members

Daryl R. Maas

(210) 527-7631

daryl@maasenergy.com

Qualifications:

Industry:

Starting as a one-man project developer and building a 100+ employee company, Daryl Maas possesses as much direct experience as a dairy digester developer-owner-operator as anyone in the US biogas industry. Over a biogas career spanning 15 years, he has overseen development of 49 successful digester projects, 48 of which remain in operation. Daryl's work products include the largest combined dairy digester cluster in the world, the first dairy biogas pipeline injection facility in California, the first Calrecycle licensed food waste co-digestion facility, and numerous successful restarts of previously abandoned third party digesters.



Environmental:

As an officer and owner responsible for facility regulatory compliance, Daryl has procured digester air permits in nine separate air permitting districts in six states. He ensures continuous compliance with a multitude of water quality, solid waste, zoning, and other regulations. He has worked with multiple regulatory agencies and state legislatures to design, evaluate, and modify digesters in order to comply with all environmental guidelines.

Financial:

The aforementioned biogas facilities leveraged over \$400,000,000 in private capital, grant funding, and government guaranteed loans. Daryl has monetized over five million tons of greenhouse gas reductions (aka "Carbon Credits"), Daryl has intricate knowledge of biogas facility finance and an excellent capacity to analyze the financial and operation feasibility of new digester projects.

Professional Experience



2010-Present: Founder and CEO of Maas Energy Works LLC

Maas Energy Works is a California-based renewable energy project development, construction management, and operations company, specializing in anaerobic digestion. Directs all new project development and existing project operations, including design, permitting, regulatory compliance, remote management, project finance, and personnel. Overseas Maas Motor Works engine and automation fabrication facility with over \$7,000,000 in fulfilled orders. Oversees 102 employees in the operation of 43 renewable energy digester facilities and the active development of 50 other biogas facilities in 8 eight states. Interacts directly and actively with multiple California air, water, and utility jurisdictions regarding multiple digester designs active and under development.

2007- 2017: Co-Founder and CEO of Farm Power Northwest LLC

A Washington and Oregon based renewable energy project development and operations company specializing in anaerobic digestion or agriculture and organic waste. Led new project development including design, permitting, and construction management. Oversaw all operations at five renewable energy facilities with a combined electrical capacity of 4.25MW; processing manure from 17 dairy farms and dozens of organic waste sources. Directed eight employees and contractors in all operations, improvements, and regulatory compliance. Coordinated operations with utilities, farmers, investors, community groups, and regulatory agencies.

2008- 2017: Intelligence Officer (O-4), Washington Air National Guard, United States Air Force

Assigned to Washington Air National Guard Western Air Defense Sector, McChord Field, Washington. Provides intelligence support to homeland defense of US airspace and surge capacity directing two intelligence officers in 24-hour operations in times of national emergency.

2005-2007: Branch Chief and Officer in Charge (O-3), Effects-Based Targeting Division, Air Force

Intelligence Analysis Agency, Lackland AFB, TX. Supervised nine military personnel and seven contractor analysts in the production of web-based intelligence materials. Served as Officer in Charge of 70-member intelligence analysis division, responsible for unit military duties and alternate division chief in absence of program manager and deputy. Project manager for unit's first ever installation of classified communication connectivity to new, off-base intelligence facility.

2003-2005: Chief of Intelligence (O-3), 8th Special Operations Squadron, Duke Field, FL.

Supervised staff of three and ensured readiness of all intelligence personnel and information systems supporting over 100 squadron members. Served two combat deployments as detachment of chief of intelligence, supervising staff of two supporting combat operations in support of Operation ENDURING FREEDOM actions in Afghanistan. Provided all aircrew mission intelligence and force protection intelligence support to the commander. Served an interpreter and liaison with Latin American delegations.

2002-2003: Intelligence Officer (O-2), 8th Special Operations Squadron, Duke Field, FL.

Provided training and mission intelligence to over 100 squadron members. Briefed Operation IRAQI FREEDOM current intelligence to squadron and wing leadership. Served one combat deployment as detachment of chief of intelligence, supervising staff of two supporting combat operations in as part of Operation ENDURING FREEDOM actions in Afghanistan.

Education and Training

2005: AF Squadron Officer School (Commandant's Award for Outstanding Graduate)

2003: AF Special Operations Command Intelligence Formal Training Unit (Distinguished Graduate) 2002: Air Force Intelligence Officer Training (Distinguished Graduate)

2002: Master of Arts, University of Texas at Austin

2000: Bachelor of Sciences, United States Air Force Academy (Distinguished Graduate)

1998: Certificate, American Institute of Political and Economic Systems, Georgetown University

Academic Awards

2000 Air Force Historical Association Annual Air Force Academy Award

2000 US Air Force Academy Bong Award for the Outstanding Graduate in Military History 2000 USAF Academy Wolfe Fellowship for the Outstanding Graduate in Humanities Division



Professional Awards

2021 US Dairy Sustainability Award for Outstanding Community Impact (Calgren Dairy Fuels Developer)

2018 Ground Breaker of the Year Award, Biomass Magazine (Calgren Dairy Fuels Project Developer) 2017 Air Force Meritorious Service Medal

2015 California Energy Commission awarded the Leadership Award in Waste Management from Green Technology for the Pixley Biogas Anaerobic Digester Project – Developed by Maas Energy Works

2009 Northwest Business Monthly Business of the Year (Co-Founder) 2007 Air Force Commendation Medal

2006 HQ Air Intelligence Agency Company Grade Officer of the Quarter

2005 Air Force Squadron Officer's School, Class 2005-01, Commandant's Leadership Award

2005 Air Force Squadron Officer School, Flight B-24, Outstanding Contributor Award

2004 Air Force Special Operations Command selectee, National Military Intelligence Association, MG Jack E. Thomas Award for Outstanding Active-Duty Intelligence Professional

Foreign Languages Spanish (fluent) French (limited)

Hannah Huffines

(864) 353-1105 / hannah.huffines@maasenergy.com

Hannah Huffines offers valuable experience to the dairy industry, both on and off the farm. With respectful roots on a farm herself, Hannah continued her passion for the industry by pursuing biological and animal sciences at Clemson University. Her developed analytical, technical, and business development skills are well utilized in her current role, where she leads a team of environmental analysts in maintaining project compliance and discovering new endeavors by which dairy digesters can feasibly reduce greenhouse gas emissions.



SELECT EXPERIENCE

Maas Energy Works - Environmental Commodities Manager

MARCH 2021 - PRESENT

- Maintains monthly, quarterly, and annual compliance reports as outlined by the Environmental Protection Agency (EPA) and California Air Resources Board (CARB) for a growing portfolio of 90+ dairy projects.
- Generator of Renewable Identification Numbers (RINs) and Low Carbon Fuel Standard (LCFS) credits; additionally manages the monetization of RINs and LCFS credits to brokerage and end user companies.
- Upholds relationships with offtake partners to organize monthly compressed natural gas (CNG) dispensing schedules and storage capacity needs.
- Successfully develops and maintains approval of Renewable Fuels Standard (RFS) and LCFS applications for a growing portfolio of 90+ dairy projects.
- Manages low carbon intensity Renewable Energy Certificate (REC) generation and sell to brokerage and end user companies for 10 generator projects.
- Regularly projects carbon intensity scores to ensure adequate project development.
- Developed and currently oversees a team of five environmental analysts.



Ricky Timms, CPA

(704) 618-0889 ricky@maasenergy.com

PROFESSIONAL EXPERIENCE

Maas Energy Works LLC January 2022 – Present

Deputy CFO *Redding, CA*

- Assist the CFO in running all aspects of the Finance department.
- Responsible for maintaining a high-level overview of construction project budgets, review and approve budget change requests, and problem-solve budget overages.
- Responsible for setting accounting policies and procedures and managing federal and state tax filings.
- Develop banking relationships and financing options for projects as needed.
- Communicate with existing and potential equity partners to maintain and develop relationships as needed.

MUFG Union Bank, N.A. August 2018 – January 2022 Vice President – FP&A Manager/Management Reporting Systems & Operations *Remote*

- Responsible for managing month-end close of financial data in OFSAA and Hyperion/Essbase to provide accurate and timely data for analysis and decision support.
- Grew the MRSO offshore operations, by increasing the team from 6 to 16 people, transitioning 95% of monthly production offshore, and driving the implementation of validations to improve data accuracy.
 - Improved governance by remediating audit issues, through implementing additional internal controls, documenting procedures, developing metrics/KPIs, and eliminating single points of failure.
 - Improved actuals/budget reporting through development of system rules, and other system enhancements.
 - Coordinated daily calls between system production and offshore teams, to determine required processing and remediate issues real time, resulting in improved deadlines and data availability and reliability.



PricewaterhouseCoopers LLP September 2014 – August 2018 Tax Manager – Financial Services *Charlotte, NC*

- Responsible for managing client tax engagements from start to finish. Responsibilities include budgeting and staffing appropriately, ensuring deadlines are met – project management, evaluating staff, and building client relationships.
- Preparing and reviewing tax compliance and consulting deliverables for Asset Management clients ranging from small fund of funds to a client with over \$200 billion assets under management.
- Involved in change management across the firm as a new PwC proprietary software was rolled out in the U.S. Tasks include training users in different markets, providing feedback to developers, offshoring tasks, and finding efficiencies/process improvements.

DH Scott & Company LLP October 2013 – August 2014 Staff Accountant *Redding, CA*

- Performed accounting, tax, audit, and attestation services for individuals, small to medium sized businesses, and local government organizations.

Deloitte LLP May – August 2012 Partnership Solutions Group Intern *New York City, NY*

- Responsible for executing business analyst tasks for a group developing an Internet-based partnership tax compliance and allocation software for funds using Subchapter K.

CERTIFICATION

- Certified Public Accountant, Virginia Board of Accountancy
- Lean Six Sigma Green Belt

EDUCATION

Bachelor of Science in Accounting – Summa Cum Laude May 2013

Palm Beach Atlantic University *West Palm Beach, FL*

- 4.0 Cumulative GPA and 4.0 Major GPA
- Rinker School of Business Outstanding Graduate Spring 2013
- Frederick M. Suppers Honors Program

ADDITIONAL COMPETENCIES

- Microsoft Office Suite, OFSAA, Hyperion/Essbase, OBIEE, SQL (basic), several tax products



Professional Profile

David is the Director of Sales (RNG) for Maas Energy Works (MEW). He is responsible for educating the public and building partnerships with organizations to support sustainability efforts. He serves customers within the Renewable Natural Gas (RNG) sector, including speaking at transportation conferences to create a transparent view of the value of RNG. Additionally, David provides oversight for Maas Energy in building customer relationships to facilitate the settlement process for the distribution of (RNG). He supports the Low Carbon Fuel Standard (LCFS) credit programs under the California Air Resources Board (CARB) and supporting public policy initiatives that promote (RNG).

Before joining Maas Energy, David worked at Clean Energy where he managed a portfolio of RNG customer accounts. David also served as the main sales contact during his tenure at Nikkiso. He sold industrial equipment for crude oil & natural gas and supported over (12) domestic and international service centers for aftermarket spare parts.

Furthermore, during his time at Schlumberger Technology Corporation, he worked with various departments ranging from sales, production, and engineering to collaborate on downstream applications for oilfield well reservoirs. Overall, David has increased business growth, company relationships, and partnerships within the Oil & Gas and RNG space. His strong work ethic, diverse background in the industry, and high-level of commitment has allowed him to meet customers' expectations throughout the industry.

Professional Experience

Director of Sales (RNG)

Maas Energy Works, March 2023 – Present

Business Development Manager

Clean Energy Fuels, July 2021 – March 2023

Sales & Business Development

Nikkiso Clean Energy & Industrial Gasses, May 2017 - July 2021

Sales Account Manager

Schlumberger Technology Corporation, June 2013 - April 2017

Education

Brigham Young University - B.S Business Administration and Entrepreneurship

A.S. Aviation Management



begin reporting credit generation. In the event that the CFS is not operational on the first day of the contract, we will only generate RINS until it is fully operational.

This proforma is to be used for illustration purposes only as market pricing is subject to change month-over-month. We have held RINs at **\$1.92** and LCFS at **\$68.00**, respectively. Our model assumes that the City of Spokane will consume a minimum of **330,000 annual DGE's**.

CFS Carbon Intensity (“CI”)

The City of Spokane will receive revenues based on a contractual fixed CI of **-250 gCO₂e/MJ**, for financial settlement purposes only. The actual CI for RNG delivered will vary per quarter but and may be lower (more negative). Maas Energy delivers all its RNG from its dairy digesters. As a result, you will be receiving the highest value for your RNG while providing you with some of the lowest dairy CI available in the industry.

Cost Savings Analysis

On a yearly basis, the City of Spokane can benefit from reducing its carbon emissions and gain additional revenue in year 1 of a new 5-year contract of \$261,933 (RNG Supply). **The incremental value over a 5-year contract is over \$1.3M in RNG Value**. This cost-saving analysis is to be used for illustration purposes only as market pricing of the CFS/RIN credits is subject to change month-over-month.



CITY OF SPOKANE -
PURCHASING
915 N Nelson St.
Spokane, Washington
99202

REQUEST FOR PROPOSALS

<p>RFP NUMBER: 5849-23 RFP TITLE: RENEWABLE NATURAL GAS AND CLEAN FUEL STANDARD IMPLEMENTATION</p> <p>RFP COORDINATOR: Thea Prince, City of Spokane Purchasing Department</p> <p>PRE-SUBMITTAL MEETING: There will be an optional Pre-Submittal Meeting via Teams on Thursday, March 16, 2023 at 1:00 pm. The link for the teams meeting is in this RFP.</p> <p>QUESTION DEADLINE: MARCH 17, 2023 AT 3:00 PM</p>	<p>PROPOSAL DUE DATE: MARCH 27, 2023 TIME: 1:00 PM</p> <p>Proposal Submittal: All Proposals shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com before the due date and time.</p>
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Pre-Submittal Meeting: There is an optional Pre-submittal meeting on Thursday, March 16, 2023 at 1:00 pm. This meeting will be via Teams - Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 294 341 031 529

Passcode: oCGUgS

1. GENERAL INFORMATION

1.1 COMMUNICATION

All communication between the Proposer and the City shall be with the RFP Coordinator and submitted through the 'Clarifications' tab in the City of Spokane's online procurement system portal: <https://spokane.procurement.com>. Any communication directed to other parties is prohibited.

1.2 BACKGROUND AND PURPOSE

The City of Spokane, through its Fleet Services Department (hereinafter "City") is initiating this Request for Proposals (RFP) to solicit Proposals from Firms interested in providing the City with 100% Renewable Natural Gas for our fleet of CNG Refuse trucks. Natural Gas for transportation fueling purposes have averaged approximately 330,000 (DGE) per year. It is expected to increase year over year in future years. The City's goal is to reduce its energy costs and greenhouse gas emissions (by the way of rebates) while maintaining the highest degree of reliability and quality in its natural gas to ensure the our vehicles can be fueled and operated every day of the year.

1.3 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington. The Firm must have 5 years of experience in sourcing Renewable Natural Gas market to meet the City's fuel requirements.

1.4 CONTRACT PERIOD

Any contract resulting from this RFP will be three (3) years with two (2) 2 year extension optional renewals. Contract is renewable upon mutual agreement.

1.5 ADDENDA

It is the responsibility of Proposers to check the City of Spokane's online procurement system <https://spokane.procurement.com> for Addenda or other additional information that may be posted regarding this Request for Proposals.

1.6 TERMS AND CONDITIONS

Terms and Conditions applicable to this RFP are included herein by reference and attached to this RFP as Attachment 1.

1.7 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Question and answer period	March 2 – March 10, 2023
Proposals due	Monday, March 20, 2023
Evaluation, Negotiation and Contract Award	March 20 – March 31, 2023
Begin contract work	May 1, 2023

The City reserves the right to revise the above schedule.

1.8 DEFINITIONS

Definitions for the purposes of this RFP include:

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFP.

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

Proposal – A formal offer submitted in response to this solicitation.

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

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the City’s needs at a given price.

2. SCOPE OF SERVICES

The City is seeking qualified firms or producers of RNG to provide revenue shares of RNG production based upon offtake consumption by the City. It is the City’s goal to reduce GHG emissions (by way of rebates) while maintaining the highest possible degree of reliability and quality in its natural gas supply to ensure vehicles can be fueled and operated everyday of the year. Clean Fuel Standard Implementation through the Washington State Low Carbon Fuel Standard through the Department of Commerce. Firm to provide guidelines, roles and support between the City and Commerce. The firm is responsible for all regulatory aspects of registering the City’s fueling station. The City is seeking information regarding other offsets/rebates available as well. The City has attached the historical purchases of CNG (in DGE) to the Firm (Attached).

3. PROPOSAL CONTENTS

3.1 PREPARATION OF PROPOSAL

Proposals shall be clear, concise, in order and titled as: Letter of Submittal, Technical Proposal, Management Proposal and Cost Proposal.

3.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed sub-consultants:

- A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written;
- B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate;
- C. Identification of any current or former employees from the participating Agencies employed by or on the Firm’s governing board as of the date of the Proposal or during the previous twelve (12) months; and

D. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Agencies.

3.3 TECHNICAL PROPOSAL

Proposal content for this section shall include an understanding of the City's requirements and a proposed approach, methodology and comprehensive work plan.

A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach and methodology for management and successful completion of the scope of services. Provide details describing project team, lines of authority, responsibilities and person within the Firm that will have prime responsibility and authority for the work. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.

B. Provide a detailed description of all of the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project as described in the Scope of Services section. This will include team assignments, allocations of resources and a project schedule with completion dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Describe how Firm will respond proactively to issues and project scope changes. Include any required involvement by City staff.

3.4 MANAGEMENT PROPOSAL

Proposal content for this section shall include experience, capabilities and qualifications to convey the ability to perform the scope of services.

A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. Include a list of contracts the Firm has had during the last three (3) years that relate to the Firm's ability to perform the services needed under this RFP. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

3.5 COST PROPOSAL

The Cost Proposal shall identify all costs to be charged including any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Submit as a fully detailed budget with a total cost. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

4. PROPOSAL SUBMISSION AND EVALUATION

4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: <https://spokane.procureware.com> before the due date and time.

Hard paper, e-mailed or faxed copies will not be accepted. Late Proposals shall not be accepted.

Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and** upload required documents into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Click on the "Pricing" tab and enter pricing as requested. If there are no lines in the "Pricing" Tab, skip tab. Cost shall be included in Proposal document submitted. A "Comment" field is available if needed.
6. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. The RFP Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

TECHNICAL PROPOSAL – 20% Project Approach/Methodology/Understanding Work Plan/Schedule/Deliverables	20 points (Maximum)	20 points
MANAGEMENT PROPOSAL - 20% Firm and Staff Experience/Capabilities/Qualifications	20 Points (Maximum)	20 points
COST PROPOSAL – 60%	60 Points (Maximum)	60 points
GRAND TOTAL FOR WRITTEN PROPOSAL		100 POINTS

4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

This RFP does not obligate the City to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the RFP may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this RFP. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City including consideration the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

5. RFP ATTACHMENTS

Attached to this RFP and incorporated herein by reference are the following background documents:

2019 Quantity (DGE)		2020 Quantity (DGE)		2021 Quantity (DGE)		2022 Quantity (DGE)	
Jan	20,007.140	Jan	19,268.935	Jan	27,922.765	Jan	26,004.725
Feb	18,251.639	Feb	20,852.744	Feb	23,678.351	Feb	26,654.636
Mar	19,275.900	Mar	19,603.165	Mar	26,959.434	Mar	24,067.788
Apr	24,182.593	Apr	19,078.388	Apr	27,792.263	Apr	24,134.237
May	21,495.885	May	19,684.349	May	27,126.680	May	26,698.331
Jun	21,736.000	Jun	21,732.895	Jun	27,319.506	Jun	28,788.597
Jul	22,469.124	Jul	24,964.349	Jul	27,091.738	Jul	26,815.605
Aug	21,785.050	Aug	23,237.637	Aug	26,057.223	Aug	30,734.214
Sep	22,586.705	Sep	26,240.921	Sep	25,738.988	Sep	30,396.505
Oct	17,963.214	Oct	25,834.597	Oct	26,506.079	Oct	27,847.442
Nov	24,868.230	Nov	23,843.334	Nov	27,577.220	Nov	29,961.061
Dec	21,387.165	Dec	30,962.947	Dec	27,438.237	Dec	25,359.954
	256,008.645		275,304.261		321,208.484		327,463.095



Agenda Sheet for City Council Meeting of:

05/08/2023

Date Rec'd	4/25/2023
Clerk's File #	OPR 2023-0466
Renews #	
Cross Ref #	
Project #	
Bid #	ITB - 5869-23
Requisition #	VALUE BLANKET

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	MIKE CANNON 625-4642
Contact E-Mail	MCANNON@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4320 VALUE BLANKET TO TWO RIVERS TERMINAL, LLC TO SUPPLY CITRIC ACID

Agenda Wording
 ITB 5869-23 was issued to enable us to procure this necessary product on an as needed basis. The contract shall be with Two Rivers Terminal, LLC. for a five-year period beginning approximately May 8th, 2023 and terminating on May 7th, 2028.

Summary (Background)
 Citric Acid 50% will be used with the new membrane facility, which is responsible for removing Phosphorus from water from the Riverside Park Water Reclamation Facility that is discharged to the Spokane River. RPWRF is required, by its discharge permit, to chemically remove Phosphorus from its effluent flow. This chemical will be used to maintain the membranes, so we can achieve the extremely low phosphorus levels in accordance with the NPDES permit and DO TMDL.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 987,812.50	# 4320-43260-35148-53203
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	ARRINGTON, KYLE	Study Session\Other	PIES 4/24/23
Division Director	FEIST, MARLENE	Council Sponsor	CM Kinnear
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	HARRINGTON, MARGARET	hbarnhart@spokanecity.org	
For the Mayor	SMITHSON, LYNDEN	kkeck@spokanecity.org	
Additional Approvals		mmurray@spokanecity.org	
Purchasing	PRINCE, THEA	Tax & Licenses	
		rrinderle@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	RPWRF
Contact Name	Mike Cannon
Contact Email & Phone	mcannon@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Consent to award five (5) year value blanket contract to supply Citric Acid 50% solution to Two Rivers Terminal, LLC.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>ITB 5869-23 was issued to enable us to procure this necessary product on an as needed basis.</p> <p>Citric Acid 50% will be used with the new membrane facility, which is responsible for removing Phosphorus from water from the Riverside Park Water Reclamation Facility that is discharged to the Spokane River. RPWRF is required, by its discharge permit, to chemically remove Phosphorus from its effluent flow. This chemical will be used to maintain the membranes, so we can achieve the extremely low phosphorus levels in accordance with the NPDES permit and DO TMDL.</p> <p>The contract shall be with Two Rivers Terminal, LLC. for a five-year period beginning approximately May 8th, 2023 and terminating on May 7th, 2028.</p>
Proposed Council Action	Council consent agenda, May 8 th , 2023
Fiscal Impact Total Cost: <u>\$987,812.50</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Department Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? There will be no disproportionate impacts to 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? N/A: The proposed expenditure is for critical utility infrastructure and our NPDES permit.	

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

N/A: The proposed expenditure is for critical wastewater treatment.

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

This aligns with our current Purchasing Policy guidelines. ITB 5869-23 was issued and Two Rivers Terminal, LLC. was the lowest responsive, responsible bidder.



CITY OF SPOKANE
 Nelson Purchasing Team
 SPOKANE, WA
 PHONE 509 625 6527

ITB 5869-23 Citric Acid 50%, As Needed

Annual Quantities shown on "Pricing Tab" are estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only and are given for the purpose of comparing bids on a uniform basis. Unit Pricing SHOULD NOT include tax.

VENDOR		Brenntag		NorthStar Chemical, Inc		Thornton, Musso, and Bellemin, Inc.		Two Rivers	
Item	Annual Estimated Quantity, More Or Less	Unit Price Per Gallon	Extended Price	Unit Price Per Pound	Extended Price	Unit Price Per Pound	Extended Price	Unit Price Per Pound	Extended Price
Citric Acid 50%. Unit Price Per Gallon is inclusive of all Freight Transport, Delivery, Handling, and Demurrage Charges. Unit Price Should Not Include Tax. Pricing would be firm throughout the first year of contract. Pricing Adjustments can be requested on the anniversary of the award with justification.	25,000 Gallons	\$8.60	\$215,000	\$15.75	\$393,750	\$16.25	\$406,250	\$7.25	\$181,250
Table 1 Subtotal		\$215,000.00		\$393,750.00		\$406,250.00		\$181,250.00	
Table 1 Tax		\$19,350.00		\$35,437.50		\$36,562.50		\$16,312.50	
Table 1 Extended Total		\$234,350.00		\$429,187.50		\$442,812.50		\$197,562.50	
EMERGENCY DELIVERY: Additional Freight Cost per gallon for Emergency Deliveries ONLY. Cost Should Not Include Tax.		Cannot Deliver within 24 hours				\$0.00		\$7.25	
EMERGENCY DELIVERY: Flat Rate Fee Per Emergency Delivery				\$800					

Bid Response Summary

Bid Number ITB 5869-23
Bid Title Citric Acid 50%, As Needed
Due Date Monday, April 10, 2023 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Two Rivers Terminal, LLC
Submitted By Efrain Alvarez - Friday, April 7, 2023 2:02:42 PM [(UTC-08:00) Pacific Time (US & Canada)]
 efraina@tworiversterminal.com 509-547-7776

Comments**Question Responses**

Group	Reference Number	Question	Response
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	I agree and I acknowledge
INTERPRETATION			
	#1	If the Bidder discovers any errors, discrepancies, or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF BIDS			
	#1	Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the opening date.	I agree and I acknowledge

GRANT FUNDING			
	#1	NO Grant money will be used – Department operating budget will be used.	I agree and I acknowledge
DEFINITIONS			
	Bidder	One who submits a Bid	I agree and I acknowledge
	Vendor	Bidder to whom contract or purchase order is awarded.	I agree and I acknowledge
	Purchaser	City of Spokane and other government agencies (Pursuant to RCW 39.34).	I agree and I acknowledge
	Until Further Notice	Any time in excess of ninety (90) days from date of opening.	I agree and I acknowledge
	Cost	Total cost of ownership based on the best available information.	I agree and I acknowledge
Contact Information:			
	1	Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Efrain Alvarez at Two Rivers Terminal, LLC 509-760-8426 or 509-547-7776 Efraina@tworiversterminal.com
	1.1	Person confirms Company will confirm compliance with all instructions, terms, and conditions of this Request for Bids, to furnish items at the prices stated	I agree and I acknowledge
	2	How many Addenda do you acknowledge receipt of?	I am familiar with two Clarifications regarding the Bid.
NON-COLLUSION			
	#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase, or reduce the prices or competition regarding the items covered by this Bid invitation.	Certifies No Agreement Has Been Entered
Delivery:			
	1	Normal Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within seven (7) Business Days ARO.	Yes
	2	EMERGENCY Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within TWENTY-FOUR (24) Hours ARO.	Yes
	3	These items will be purchases on an "As Needed" basis by the Riverside Park Water Reclamation Facility Department.	Yes

4	F.O.B. Delivery Point: Transferred to storage tanks at the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Pkway, Spokane, Washington, 99205.	I acknowledge and I understand
Term of Value Blanket Order:		
1	The Value Blanket Order resulting from this ITB will be for a five year period, beginning approximately JUNE 15, 2023, and terminate on June 14, 2028.	I acknowledge and I understand
Payment Terms:		
1	Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I acknowledge and I understand
Additional Items:		
1	The City of Spokane reserves the right to purchase additional quantities of these items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions. If Yes, prices are good until further written notice.	Yes
Business Registration:		
1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	I acknowledge and I understand

	<p>Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.</p>	<p>Business Name:TWO RIVERS TERMINAL, LLCUBI Number:602 341 599 Business Type:WA LIMITED LIABILITY COMPANYBusiness Status:ACTIVE Principal Office Street Address:3300 N GLADE RD, PASCO, WA, 99301, UNITED STATESPrincipal Office Mailing Address:PO BOX 2327, PASCO, WA, 99302-2327, UNITED STATES Expiration Date:11/30/2023 Jurisdiction:UNITED STATES, WASHINGTON Formation/ Registration Date:11/24/2003Period of Duration:PERPETUAL Inactive Date:Nature of Business: WHOLESALE TRADE Registered Agent Name:STEVE PEOT Street Address:3300 N GLADE RD, PASCO, WA, 99302-0000, UNITED STATES Mailing Address:PO BOX 2327, PASCO, WA, 99302-0000, UNITED STATES</p>
<p>Special Instructions:</p>		
<p>1</p>	<p>The CITRIC ACID 50% shall be transported in DOT approved tanker trucks.</p>	<p>I acknowledge and I understand</p>
<p>2</p>	<p>Quantities shown are estimates only and are not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.</p>	<p>I acknowledge and I understand</p>
<p>3</p>	<p>Bidders must UPLOAD HERE, a cover letter stating qualifications for supplying specified product on contract with the City of Spokane.</p>	<p>Cover Letter for ITB-5869-23.docx</p>
Empty section for additional instructions or responses		

4	<p>The Citric Acid 50% shall be transported in DOT approved tanker trucks and transferred to storage tanks at the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Pkway, Spokane, Washington, 99205. Method and equipment for delivery shall be compatible with the RPWRF site and with receiving and storage equipment available at the site. Deliveries are to be made from 7:30 a.m. to 2:00 p.m. Monday through Thursday, as required. (NOTE: DELIVERIES SHOULD BE COMPLETE BY 2:00 P.M.) Deliveries made outside these hours may be arranged occasionally on a case by case basis; notification must be made at least 1 hour prior to delivery. All vendors will be held responsible to comply with the established receiving program. Deliveries that would extend beyond 2:00 p.m. may be required to delay unloading until the following acceptable business day. All Citric Acid is to be delivered (F.O.B.) to the storage tanks at the RPWRF. The City of Spokane also reserves the right to add delivery locations, if needed, within the city limits.</p>	I acknowledge and I understand
5	<p>Bidder must provide a typical analysis sheet of their product analyzing for the parameters listed in the quote. Upload Here.</p>	50% Citric Acid (Form).docx
6	<p>Any Citric Acid 50% delivered that does not meet specifications will not be acceptable. If the bidder's product is unsatisfactory but was inadvertently placed into the facilities system prior to rejection and subsequently causes physical damage or extra cleanup labor, the City will be reimbursed for any associated costs, and at the City's option, a new vendor will be used. Any equipment damage, down time, labor charges, fines, or any other costs caused by material that does not meet specifications or was not delivered on time, will be assumed by the vendor.</p>	I acknowledge and I understand
7	<p>All of the Citric Acid 50% will be delivered to Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane WA 99205.</p>	I acknowledge and I understand
8	<p>The awarded vendor may be subject to grab analyses to determine integrity of the quality of the product. Grabs will be taken by Plant Personnel at the time of product delivery. Product performance will additionally be evaluated as to its performance in previous years.</p>	I acknowledge and I understand

9	Upon delivery of non-conforming product, the vendor will be penalized \$500.00 per delivery. Two such non-conforming deliveries within a four week period will constitute breach of contract by non-performance, and the City reserves the right to cancel the contract. The vendor will be liable for the cost difference to the City of purchasing the product on the open market until such time as a new bid is awarded, not to exceed 45 days.	I acknowledge and I understand
10	Certificate of Analysis: Upon delivery, the City shall be provided with a certificate of analysis which details the percent of Citric Acid and the Specific Gravity. The certificate shall include gross, tare and net delivery weights.	I acknowledge and I understand
11	Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I acknowledge and I understand
12	Brochures to be included with Bid.	I acknowledge and I understand
13	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the bid in a manner that is most advantageous to the continued efficient operation of the RPWRF.	I acknowledge and I understand
14	The Vendor must have an adequate supply within a 25 mile distance, or 24-hour response/delivery of the City of Spokane.	I acknowledge and I understand
15	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible within 7 days ARO.	I acknowledge and I understand
16	Successful Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications.	I acknowledge and I understand
17	Federal and State laws governing this product must be satisfied.	I acknowledge and I understand
18	It shall be the Vendor's responsibility to conform to all Federal Standards for certification.	I acknowledge and I understand
19	SAFETY DATA SHEETS must be uploaded here for the product you are bidding on.	Citric Acid Solution 50 SDS TRT.pdf
20	References are to be uploaded here. Bidder must furnish names, addresses, telephone numbers and e-mail addresses of representatives of at least three (3) companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two (2) references which most nearly apply. References must be located in similar climates.	ITB 5869 References.docx

21	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement.	I acknowledge and I understand
Technical Specifications:		
1	The following technical specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the Bid.	I acknowledge and I understand
2	Citric Acid Solution 50% to be shipped in truckload quantities (Approximately 2000 gallons per load).	To be supplied
3	Capacity of tankers shall comply with DOT specifications	To be supplied
3.1	If you took exception to #3 above, explain in detail.	
4	Deliveries shall be made to the two (2) 2,200 gallon storage tanks at Riverside Park Water Reclamation Facility.	To be supplied
4.1	If you took exception to #4 above, explain in detail.	
5	Delivery method is to be compatible with unloading equipment at delivery point - Riverside Park Water Reclamation Facility.	To be supplied
5.1	If you took exception to #5 above, explain in detail.	N/A
6	Deliveries shall be made between 7:30 a.m. and 2:00 p.m. Monday through THURSDAY with the exception of recognized holidays unless arranged in advance. Deliveries to be in accordance with special instructions above.	To be supplied
6.1	If you took exception to #6 above, explain in detail.	
7	Emergency deliveries to be made within 24 hours of request. Purchaser will endeavor to keep emergency deliveries to a minimum.	To be supplied
7.1	If you took exception to #7 above, explain in detail.	
Minimum Specifications:		
1	Citric Acid, liquid, 50%, Technical Grade	I agree and I acknowledge
1.1	CAS number: 77-92-9	I agree and I acknowledge
1.2	Appearance: Clear Liquid	I agree and I acknowledge
1.3	Citric Acid Content as %W/W: 45.0 to 55.0	I agree and I acknowledge
1.4	Specific Gravity: 1.236 to 1.247	I agree and I acknowledge
2	If the product differs from the provisions contained herein, these differences must be explained in detail.	N/A
Terms and Conditions:		
1	All freight charges shall be the responsibility of the winning supplier.	I agree and I acknowledge

2	The City reserves the right to accept or reject any variance from the noted specifications and to award this business in a manner that is most advantageous to the continued efficient operation of the City. This quote may be split and awarded to multiple suppliers.	I agree and I acknowledge
3	Delivery time shall be a consideration of awarding this business. Therefore, the City requires an ETA at time of quote.	I agree and I acknowledge
4	The respondent certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Quote invitation.	I agree and I acknowledge
5	Bidders must provide a minimum of sixty (60) days for acceptance by the City from the bid due date.	I agree and I acknowledge
6	Supplier (____ IS) (____ IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a “business, privately or publicly owned, at least 51% of which is owned by minority group members.” For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
7	Supplier (____ IS) (____ IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
8	The items to be furnished by the Bidder on this Bib must be of the latest possible design and production.	I acknowledge and I understand
9	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I acknowledge
10	Suppliers found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge

11	<p>Bid Errors: When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of Bidder's Quote.</p>	I acknowledge and I understand
12	<p>Rejection of Bids: The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.</p>	I acknowledge and I understand
13	<p>AWARD OF CONTRACT: Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results. The City reserves the right to award to more than one contract.</p>	I acknowledge and I understand
14	<p>ORGANIZATION Proposal of an () individual () partnership () corporation organized and existing under the Laws of the State of _____</p>	Partnership and existing under the Laws of the State of Washington.
15	<p>INTERLOCAL PURCHASE AGREEMENTS The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the Bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Bid Proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.</p>	Yes
16	<p>Bidder accepts has read and acknowledges compliance with Terms and Conditions, located in "Documents Tab". If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.</p>	I agree and I acknowledge

PROPRIETARY INFORMATION/PUBLIC DISCLOSURE		
1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I agree and I acknowledge
2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	I agree and I acknowledge
3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.	I agree and I acknowledge
4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I agree and I acknowledge
INSURANCE		
1	Awarded Supplier must provide Certificate of Insurance, at its own expense, prior to performing deliver for the below insurance coverage(s):	I agree and I acknowledge
2	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 agree and I acknowledge

3	<p>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.</p>	I agree and I acknowledge
4	<p>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</p>	I agree and I acknowledge
5	<p>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.</p>	I agree and I acknowledge
6	<p>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.</p>	I agree and I acknowledge
Evaluation of Quotes:		

1	Evaluation of Quotes Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.	I acknowledge and I understand
Polychlorinated Biphenyls (PCBs):		
1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
1.1	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
1.2	If so were PCBs found at a measurable level?	Don't Know
1.3	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Don't Know
1.4	If so attach the results or note from whom the results can be obtained.	
1.5	Do you have reason to believe the product contains measurable levels of PCBs?	No
1.6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
PRICING		

1	FREIGHT TRANSPORTATION CHARGES will be the responsibility of the winning Vendor.	I agree and I acknowledge
2	Unit Price Per Gallon is inclusive of all Freight Transport, Delivery, Handling, and Demurrage Charges. Invoices are to be billed by gallon.	I agree and I acknowledge
3	Does Vendor intend on charging a Tariff/Freight Surcharge per each delivery?	No
3.1	If intending on charging a Tariff/Freight Surcharge per delivery, state how surcharge is calculated, and provide a calculated example.	n/a
4	If intending on charging additional fees or cost for Emergency Deliveries, state fees or cost, and how fees or cost are calculated, and provide a calculated example.	n/a
5	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should --not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
6	The Vendor's prices shall be firm throughout the first year of the contract period.	I agree and I acknowledge
6.1	Bidder has entered Pricing on the Pricing Form. Unit Pricing Did Not Include Tax.	I agree and I acknowledge
7	PRICING ADJUSTMENTS: Pricing can be requested on the anniversary of the award with justification.	I agree and I acknowledge
7.1	Back up documentation from manufacturer and/or other sources must be included to justify request. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor's documentation.	I agree and I acknowledge
7.2	All price adjustments must be agreed on by both parties. Vendor must request pricing adjustment in writing, and cannot be applied retroactively to orders already placed with the Vendor. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.	I agree and I acknowledge
7.3	The City of Spokane reserves the right to cancel the contract if the escalation of price is not advantageous to the City.	I agree and I acknowledge
8	PRICE DECREASES: During the contract period, any price decreases obtained by Contractor shall be reflected in a contract price reduction to the Purchaser retroactive to the Contractor's effective date.	I agree and I acknowledge

ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD	
1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Annual Quantities shown on "Pricing Tab" are estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only and are given for the purpose of comparing bids on a uniform basis. Unit Pricing SHOULD NOT include tax.								
	PRODUCT	Citric Acid 50%. Unit Price Per Gallon is inclusive of all Freight Transport, Delivery, Handling, and Demurrage Charges. Unit Price Should Not Include Tax. Pricing would be firm throughout the first year of contract. Pricing Adjustments can be requested on the anniversary of the award with justification.	Base	Per Gallon	25,000.00	\$7.25	\$181,250.00	
EMERGENCY DELIVERY								
	EMERGENCY DELIVERY	Additional Freight Cost per GALLON for Emergency Deliveries ONLY. Cost Should Not Include Tax.	Base	Per Gallon	1.00	\$7.25	\$7.25	
Total Base Bid	\$181,257.25							



Phone (509) 547-7776 Fax (509) 546-9508

3300 C Glade North Road, Pasco, WA 99301

Two Rivers Terminal is a chemical manufacturer and distributor located in Pasco, Washington. Two Rivers Terminal is named after the Pasco region, which is where the Snake and the Columbia Rivers meet. The company maintains facilities located north in Pasco, Wa, Moses Lake, WA, and Umatilla, Oregon. These facilities have bulk storage capabilities of storing over 10,000 tons of liquid and dry products. In addition, Two Rivers Terminal maintains two chemical warehouses used for the storage of packaged specialty chemicals.

In Pasco, Two Rivers Terminal utilizes a series of chemical reactors to custom manufacture specialized chemicals for their customers. Along with these reactors, the company has invested in several additional pieces of equipment that are used to improve the quality, safety, efficiency, and consistency of both our products and systems. This equipment includes heat exchanging devices, scales and measurement equipment, and filtration equipment.

Two Rivers Terminal is a division of Land View Fertilizer based out of Minidoka, Idaho. Land View has been in business since 1982.

The traditional focus of the company has been based on agricultural chemicals and fertilizers. However, in recent years the company has found several different industrial applications for the products they handle and produce. Currently Two Rivers sells chemicals to mining operations, concrete accelerator manufacturers, pulp mills, feed mills, incinerators, municipalities, and ground remediation applications.

Manufacturing focuses are centered on liquid products that contain calcium, magnesium, sulfur, nitrogen, phosphorous, and potassium. The ingredients and final products include acids, caustics, and neutral PH chemicals. Products are sold primarily in bulk truckload quantities; however, drummed and toted options are available.

Two Rivers Terminal aims to deliver and meet the expectations of our customers. Currently, Two Rivers is serving the Citric Acid 50% needs of the City of Spokane.

Efrain Alvarez
Cell (509) 760-8426
Efraina@tworiversterminal.com

Two Rivers Terminal

PO Box 2327 - Pasco, WA 99302 - Ph: (509) 547-7776

www.tworiversterminal.com

Certificate of Analysis

Citric Acid

Citric Acid, liquid, 50%, Technical Grade

Date/Time: [Click here to enter text.](#)
Certified By: [Click here to enter text.](#)
Bill of Lading: [Click here to enter text.](#)

	<u>Specification</u>	<u>Result</u>
Concentration:	45.0 – 55.0	50% as % W/W
Specific Gravity:	Record	Click here to enter text.
Temperature:	Record	Click here to enter text.
Appearance:	Record	Click here to enter text.

**TWO RIVERS
TERMINAL, LLC**



SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product form : Mixture
Trade name : Citric Acid 50%
CAS No : 77-92-9

1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of the substance/mixture : Food industry: additive
Industrial use

1.3. Details of the supplier of the safety data sheet

Two Rivers Terminal
3300 North Glade Road
Pasco, Wa. 99302 - USA
T 509-547-7776 - F 509-546-9508
www.tworiversterminal.com

1.4. Emergency telephone number

Emergency number : 24 Hour Emergency HAZMAT Response: (800) 229-5252; EPA National Response Center
(800) 424-8802

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

GHS-US classification

Not classified

2.2. Label elements

GHS-US labelling

Precautionary statements (GHS-US) : P202 - Do not handle until all safety precautions have been read and understood
P308+P311 - If exposed or concerned: Call a doctor

2.3. Other hazards

No additional information available

2.4. Unknown acute toxicity (GHS US)

Not applicable

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

3.2. Mixture

Full text of H-phrases: see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

First-aid measures after inhalation : Remove person to fresh air and keep comfortable for breathing.
First-aid measures after skin contact : Wash skin with plenty of water.
First-aid measures after eye contact : Rinse eyes with water as a precaution.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/injuries : Irritation of the eye tissue.
Symptoms/injuries after inhalation : Irritation of the nasal mucous membranes.
Symptoms/injuries after skin contact : Itching. Irritation.
Symptoms/injuries after eye contact : May cause slight irritation. Redness of the eye tissue.
Symptoms/injuries after ingestion : Irritation of the oral mucous membranes. Irritation of the gastric/intestinal mucosa.

4.3. Indication of any immediate medical attention and special treatment needed

Treat symptomatically.

Citric Acid 50%

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media : Water spray. Dry powder. Foam. Carbon dioxide.

5.2. Special hazards arising from the substance or mixture

Reactivity : The product is non-reactive under normal conditions of use, storage and transport.

5.3. Advice for firefighters

Protection during firefighting : Do not attempt to take action without suitable protective equipment. Self-contained breathing apparatus. Complete protective clothing.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

Emergency procedures : Ventilate spillage area.

6.1.2. For emergency responders

Protective equipment : Do not attempt to take action without suitable protective equipment. For further information refer to section 8: "Exposure controls/personal protection".

6.2. Environmental precautions

Avoid release to the environment.

6.3. Methods and material for containment and cleaning up

Methods for cleaning up : Take up liquid spill into absorbent material.

Other information : Dispose of materials or solid residues at an authorized site.

6.4. Reference to other sections

For further information refer to section 13.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Ensure good ventilation of the work station. Wear personal protective equipment.

Hygiene measures : Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Store in a well-ventilated place. Keep cool.

Incompatible products : Oxidizing agent. Strong bases.

Prohibitions on mixed storage : (strong) bases.

7.3. Specific end use(s)

No additional information available

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Citric Acid 50% (77-92-9)	
ACGIH	Not applicable
OSHA	Not applicable

8.2. Exposure controls

Appropriate engineering controls : Ensure good ventilation of the work station.

Hand protection : Protective gloves.

Eye protection : Safety glasses.

Skin and body protection : Wear suitable protective clothing.

Respiratory protection : In case of insufficient ventilation, wear suitable respiratory equipment.

Environmental exposure controls : Avoid release to the environment.

Citric Acid 50%

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Liquid
Colour	: Mixture contains one or more component(s) which have the following colour(s): Colourless to white
Odour	: There may be no odour warning properties, odour is subjective and inadequate to warn of overexposure. Mixture contains one or more component(s) which have the following odour(s): Odourless
Odour threshold	: No data available
pH	: 2.2 2%
pH solution	: 2 %
Melting point	: Not applicable
Freezing point	: No data available
Boiling point	: ≈ 100 °C
Flash point	: No data available
Relative evaporation rate (butylacetate=1)	: No data available
Flammability (solid, gas)	: No data available
Explosive limits	: No data available
Explosive properties	: No data available
Oxidising properties	: No data available
Vapour pressure	: No data available
Relative density	: No data available
Relative vapour density at 20 °C	: No data available
Density	: 1.2 - 1.3
Solubility	: Water: Solubility in water of component(s) of the mixture : • citric acid: 59 g/100ml
Log Pow	: No data available
Log Kow	: No data available
Auto-ignition temperature	: No data available
Decomposition temperature	: No data available
Viscosity	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

No dangerous reactions known under normal conditions of use.

10.4. Conditions to avoid

None under recommended storage and handling conditions (see section 7).

10.5. Incompatible materials

No additional information available

10.6. Hazardous decomposition products

No additional information available

Citric Acid 50%

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity	: Not classified
Skin corrosion/irritation	: Not classified pH: 2.2 2%
Serious eye damage/irritation	: Not classified pH: 2.2 2%
Respiratory or skin sensitisation	: Not classified
Germ cell mutagenicity	: Not classified
Carcinogenicity	: Not classified
Reproductive toxicity	: Not classified
Specific target organ toxicity (single exposure)	: Not classified
Specific target organ toxicity (repeated exposure)	: Not classified
Aspiration hazard	: Not classified
Symptoms/injuries after inhalation	: Irritation of the nasal mucous membranes.
Symptoms/injuries after skin contact	: Itching. Irritation.
Symptoms/injuries after eye contact	: May cause slight irritation. Redness of the eye tissue.
Symptoms/injuries after ingestion	: Irritation of the oral mucous membranes. Irritation of the gastric/intestinal mucosa.

SECTION 12: Ecological information

12.1. Toxicity

Ecology - general	: The product is not considered harmful to aquatic organisms nor to cause long-term adverse effects in the environment.
-------------------	---

12.2. Persistence and degradability

No additional information available

12.3. Bioaccumulative potential

No additional information available

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on the global warming	: No known ecological damage caused by this product.
------------------------------	--

SECTION 13: Disposal considerations

13.1. Waste treatment methods

No additional information available

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT
Not regulated for transport

Additional information

Other information	: No supplementary information available.
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ADR

No additional information available

Transport by sea

No additional information available

Citric Acid 50%

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Air transport

No additional information available

SECTION 15: Regulatory information

15.1. US Federal regulations

Citric Acid 50% (77-92-9)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

15.2. International regulations

CANADA

No additional information available

EU-Regulations

No additional information available

Classification according to Regulation (EC) No. 1272/2008 [CLP]

No additional information available

Classification according to Directive 67/548/EEC [DSD] or 1999/45/EC [DPD]

Not classified

National regulations

No additional information available

15.3. US State regulations

SECTION 16: Other information

NFPA health hazard

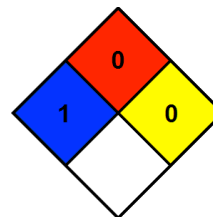
: 1 - Exposure could cause irritation but only minor residual injury even if no treatment is given.

NFPA fire hazard

: 0 - Materials that will not burn.

NFPA reactivity

: 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



SDS US (GHS HazCom 2012)

All information contained in this Safety Data Sheet is furnished free of charge and is intended for your evaluation. In our opinion the information is, as of the date of this Safety Data Sheet, reliable, however, it is your responsibility to determine the suitability of the information for your use. You are advised not to construe the information as absolutely complete since additional information may be necessary or desirable when particular, exceptional or variable conditions or circumstances exist or because of applicable laws or government regulations. Therefore, you should use this information only as a supplement to other information gathered by you, and you must make independent determinations of the suitability and completeness of the information from all sources to assure both proper use of the material described herein and the safety and health of employees. Accordingly, no guarantee is expressed or implied as to the results to be obtained based upon your use of the information.

ITB 5869-23

TITLE

Citric Acid 50%, As Needed

References

Spokane County Public Works – Wastewater System Division

12107 E Empire Ave

Spokane Valley, WA 99206

509.477.1984

Martha Verduzco Ramos

mverduzcoramos@spokanecounty.org

WASTEWATER MANAGEMENT DEPT.

CITY OF SPOKANE

N 4401 A.L. WHITE PARKWAY

SPOKANE WA 99205

Heather Barnhart

O: 509.625.4606 hbarnhart@spokanecity.org

Mercer International - Celgar

Brent Heaven

Purchasing Specialist, Chemical Procurement

T: +1-250-365-4258 brent.heaven@mercerint.com

P.O Box 1000, 1921 Arrow Lakes Drive, Castlegar, BC V1N 3H9, Canada



Agenda Sheet for City Council Meeting of:
05/08/2023

Date Rec'd	4/25/2023
Clerk's File #	OPR 2022-0572
Renews #	

Submitting Dept	FLEET SERVICES	Cross Ref #	
Contact Name/Phone	RICK GIDDINGS 625-7706	Project #	
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG	Bid #	WA STATE
Agenda Item Type	Purchase w/o Contract	Requisition #	PO #201833
Agenda Item Name	5100 - FLEET AMENDMENT TO POLICE VEHICLE PURCHASE OPR		

Agenda Wording

Fleet would like to amend OPR 2022-0572 to change which vehicles are to be purchased as follows: Fleet Services would like to purchase up to 46 Ford K8 Police Interceptors, ordering primarily the electric hybrid model over the standard internal

Summary (Background)

Fleet has been informed that Ford is over production capacity for Ford Interceptor K8 Hybrids and will not be able to fill all current orders. They will likely be offering an option to substitute any cancelled hybrid orders for standard non-hybrid K8 models. Given the urgent and critical need for Police vehicles and knowing that Ford will likely cancel some of our K8 Hybrid orders, Fleet Services is in favor of this substitution. The non-hybrid K8 models will likely be less expensive or equal

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue	\$ tbd
Select	\$
Select	\$
Select	\$

Budget Account

tbd
#
#
#

Approvals

Dept Head	GIDDINGS, RICHARD
Division Director	WALLACE, TONYA
Finance	ORLOB, KIMBERLY
Legal	HARRINGTON,
For the Mayor	SMITHSON, LYNDEN

Council Notifications

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

Additional Approvals

Purchasing	PRINCE, THEA

Distribution List

tprince@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

combustion model as manufacturing constraints allow.

Summary (Background)

in cost.

Fiscal Impact

Select \$

Select \$


Budget Account

#

#

Distribution List

Supporting Document

	Agenda Sheet for City Council Meeting of:		Date Rec'd	8/1/2022
	08/01/2022		Clerk's File #	OPR 2022-0572
			Renews #	
Submitting Dept	CITY COUNCIL		Cross Ref #	ORD C36249
Contact Name/Phone	MIKE MCNAB	835-4514	Project #	
Contact E-Mail	MMCNAB@SPOKANEPOLICE.ORG		Bid #	
Agenda Item Type	Purchase w/o Contract		Requisition #	
Agenda Item Name	0320 - PRE-PURCHASE AUTHORITY FOR SPD VEHICLES			
Agenda Wording				
Fleet services would like to purchase an additional forty-six (46) Ford K8 Electric Hybrid Models when the 2022 ordering window opens.				
Summary (Background)				
On May 2, 2022, Council approved ORD C36201 allocating funding for police to purchase 25 Ford K8 Electric Hybrid vehicles. Due to a national vehicle shortage, supply chain delays, and a restrictive annual vehicle ordering window, police are requesting an allocation of \$3,128,000 to order an additional 46 Ford Electric Hybrids when the 2022 ordering window opens. With an order fulfillment delay of 12 to 24 months, this order would replace vehicles through 2023.				
Lease? NO	Grant related? NO	Public Works? NO		
Fiscal Impact		Budget Account		
Expense	\$ \$3,128,000	#	Unallocated Reserves	
Select	\$	#		
Select	\$	#		
Select	\$	#		
Approvals		Council Notifications		
Dept Head	ALLERS, HANNAHLEE		Study Session\Other	7/25 PIES Committee
Division Director			Council Sponsor	CP Beggs, CM Kinneear, CM Bingle
Finance			Distribution List	
Legal			mmcnab@spokanepolice.org	
For the Mayor			rgiddings@spokanecity.org	
Additional Approvals				
Purchasing				

Approved by Spokane City Council on: 08/01/2022


 Terri Pfister (Aug 4, 2022 11:55 PDT)

City Clerk

Committee Agenda Sheet
Public Infrastructure, Sustainability and Environment
July 25, 2022

Submitting Department	FLEET SERVICES
Contact Name & Phone	Rick Giddings 509-625-7706
Contact Email	rgiddings@spokanecity.org
Council Sponsor(s)	CP Beggs, CM Kinnear, CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Purchase of Forty-Six (46) Ford K8 Hybrid or Mach-e Models
Summary (Background)	Fleet services would like to purchase an additional forty-six (46) Ford K8 Electric Hybrid or Ford Mach-e Models when the 2022 ordering window opens. Due to a national vehicle shortage, supply chain delays and a restrictive annual vehicle ordering window – placing this order which will have a fulfillment delay of 12 to 24 months, will replace vehicles through 2023.
Proposed Council Action & Date:	August 1, 2022, Approval.
Fiscal Impact:	
Total Cost: <u>\$3,128,000</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: General Fund	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? n/a	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? We will be accessing a Wa State Contract.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? n/a	






OPR 2022-0572 - 8-1-2022 - PURCHASE - MULTIPLE - 8-1-2022 - APPROVED - PREAPPROVAL TO PURCHASE 46 FORD K8 ELECTRIC HYBRID MODELS POLICE DEPARTMENT SPONSORS BEGGS KINNEAR BINGLE

Final Audit Report

2022-08-04

Created:	2022-08-04
By:	Jillann Hansen (jehansen@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAd9qv2CjtZOXbyeT_q0fTTzHxL1dpAYH0

"OPR 2022-0572 - 8-1-2022 - PURCHASE - MULTIPLE - 8-1-2022 - APPROVED - PREAPPROVAL TO PURCHASE 46 FORD K8 ELECTRIC HYBRID MODELS POLICE DEPARTMENT SPONSORS BEGGS KINNEAR BINGLE" History

-  Document created by Jillann Hansen (jehansen@spokanecity.org)
2022-08-04 - 6:27:50 PM GMT- IP address: 198.1.39.252
-  Document emailed to Terri Pfister (tpfister@spokanecity.org) for signature
2022-08-04 - 6:28:58 PM GMT
-  Email viewed by Terri Pfister (tpfister@spokanecity.org)
2022-08-04 - 6:55:28 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Terri Pfister (tpfister@spokanecity.org)
Signature Date: 2022-08-04 - 6:55:39 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.
2022-08-04 - 6:55:39 PM GMT



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

Purchase Order Number

PO-201833-000

This number must appear on all invoices, papers and shipments

Vendor: BUD CLARY CHEVROLET JEEP EAGLE
1030 COMMERCE
LONGVIEW WA 98632

Ship To: FLEET SERVICES DEPARTMENT
CITY OF SPOKANE
915 N. NELSON ST.
SPOKANE WA 99202

BUYER		BUYER PHONE #	TERMS	F.O.B.	DELIVERY DATE
THEA PRINCE		509-625-6403	NET 30 DAYS	DESTINATION	--
Quantity	U/M	Part Number/ Description		Unit Price	Total
		PURCHASE USING WA STATE CONTRACT 05916, AS APPROVED BY CITY COUNCIL ON 08/01/2022.			
7	EA	2023 K8 INTERCEPTOR INCLUDING TAXES, QUOTE 2022-08-449		65,430.24	458,011.68
16	EA	2023 K8 INTERCEPTOR INCLUDING TAXES, QUOTE 2022-8-456		72,626.92	1,162,030.66
23	EA	2023 K8 INTERCEPTOR INCLUDING TAXES, QUOTE 2022-8-464		68,329.94	1,571,588.62
ORDER TO INCLUDE "MATERIAL SAFETY DATA SHEETS" IF REQUIRED				Total	3,191,630.96

AUTHORIZED SIGNATURE

STANDARD TERMS & CONDITIONS

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

Organization Purchase Request Details

Organization Information

[Return to Org Requests](#)

Contract #: 05916 - Motor Vehicles	Quote #: 2022-8-449
Status: On Order	Submit Date: 08-17-2022
Organization: 23210 - SPOKANE, CITY OF - 23210	Order Date: 08-23-2022
Order Contact: Micaela Micaela Martinez	Expected Delivery Date: 01-23-2023
Contact Phone: 509-655-0959	Delivery Date:
Contact Email: mmartinez@spokanecity.org	Cancel Date:
	Organization Reference #: PO201833
Dealer: Bud Clary Ford/Hyundai - W403	Organization PO #: PO-201833 08/17/22
Dealer Address:	Dealer Contact: Marie Tellinghusen
	Dealer Phone: (360) 423-4321 Ext: 1094
	Dealer Email: marie.tellinghusen@budclary.com
Internal Notes: SPD Admin	
Comments To Dealer: THANK YOU	
Dealer Reference #: 22-0826 W110-W116	
Dealer Comments: 08/23/22 PO received. Revised to add #028 Pre-Wiring for Grille LED Lights, Siren and Speaker (60A)	
Comments: \$50.00	

Color Options

Color Name	Quantity
Agate Black (UM)	7

Tax Exempt: N

Vehicle Options

Order Code	Order Code Description	Qty	Unit Price	Ext. Price
2023-0521-001	2023 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	7	\$42,898.00	\$300,286.00

2023-0521-002	INFORMATION ONLY: Order-to-delivery timing remains very fluid due to the continuing global supply chain shortages, labor instability and high volume of nationwide orders being submitted. Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2024 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 24MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	7	\$0.00	\$0.00
2023-0521-003	INFORMATION ONLY: Bud Clary Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	7	\$0.00	\$0.00
2023-0521-004	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	7	\$0.00	\$0.00
2023-0521-005	INFORMATION ONLY (2020MY): [EXTERIOR Dimensions: 198.8in Overall Length, 119.1in Wheelbase, 69.4in Height, 78.9in Width (mirrors folded), 89.3in Width (mirrors extended), Ground Clearances (7.4in w/ 3.3L HEV, 7.2in w/ 3.0L EcoBoost, 7.6in w/ 3.3L Direct-injection V6)] [INTERIOR Dimensions: Front/Rear: Head (40.7in/40.4in), Shoulder (61.8in/61.3in), Hip (59.3in/59.1in), Leg (40.9in/40.7in), Cargo Opening Height 31.9in, Cargo Opening Width 47.6in, Cargo Area Width 47.9in, Cargo Area Length 46.2in]	7	\$0.00	\$0.00
2023-0521-010	2023 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV, 3.3L V6 Direct-Injection FFV (285 HP @ 6500 RPM, 260 lb.-ft. Torque @ 3000 RPM) (136-MPH Top Speed), 10-Speed Automatic Police-Calibrated Transmission (Column Shifter), 255/60R 18 All-Season BSW Tires, HD Steel Wheels, HD 80-Amp 730CCA Battery, HD 250 Amp Alternator, 21.4 Gallon Fuel Tank, 3.73 Axle Ratio, 6465# GVWR, 1670# Payload, 5000# Towing Capacity, 7.6in Ground Clearance (K8A/500A/87R/TT96) THIS IS THE BASE VEHICLE -- Please review standard specs to view complete description.	7	\$0.00	\$0.00
2023-0521-012	Alternative Hybrid (HEV) Engine System [318 HP (combined system HP), 285 HP (gas engine) @ 6500 RPM, 260 lb.-ft. Torque @ 4000 RPM) (6840# GVWR, 1670 # Payload, 5000# Towing Capacity, 7.4in Ground Clearance) [Includes 3.3L V6 Direct-Injection Hybrid Engine System, Lithium-Ion Battery Pack (does not intrude into the cargo area), police calibrated high-performance regenerative braking system, DC/DC converter 220-Amp (in lieu of alternator), H7 AGM Battery - 800 CCA / 80-Amp, 19-Gallon Fuel Tank, 8-Year/100,000-Mile Hybrid Unique	7	\$2,729.00	\$19,103.00

	Component Warranty] (Not compatible with 3.0L V6 EcoBoost option) (99W/44B)			
2023-0521-021	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller are not included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	7	\$289.00	\$2,023.00
2023-0521-028	Pre-Wiring for Grille LED Lights, Siren and Speaker (60A)	7	\$50.00	\$350.00
2023-0521-030	Noise Suppression Bonds (Ground Straps)(60R)	7	\$100.00	\$700.00
2023-0521-034	Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	7	\$25.00	\$175.00
2023-0521-035	Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	7	\$259.00	\$1,813.00
2023-0521-037	BLIS Blind Spot Monitoring with Cross-Traffic Alert (Includes manual fold-away heated mirrors) (55B/54Z)	7	\$543.00	\$3,801.00
2023-0521-044	Reverse Sensing System (76R)	7	\$275.00	\$1,925.00
2023-0521-048	Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry System #55F) (18D)	7	\$0.00	\$0.00
2023-0521-050	Fleet Keyed Alike (Call dealer for available key codes) (Allowed to also order Remote Keyless Entry #55F) (KEY)	7	\$50.00	\$350.00
2023-0521-062	Underbody Deflector Plate (engine and transmission shield) (76D)	7	\$334.00	\$2,338.00
2023-0521-064	2nd Row Cloth Seat in lieu of Vinyl (Charcoal) (Included with Interior Upgrade Pkg #65U) (88F)	7	\$60.00	\$420.00
2023-0521-099	INFORMATION ONLY: Delayed Warranty Start, customer submits request at www.fordwsd.com	7	\$0.00	\$0.00
2023-0521-200	INFORMATION ONLY: 200-299 Dealer-Installed Options	7	\$0.00	\$0.00
2023-0521-810	POLICE: (Whelen Base Package) Installed equipment includes: (2) Micron grill lights (RED driver/BLUE Pass), (2) ION dual color front corner lights (R/W driver/B/W pass), (2) ION single color rear side window lights (RED driver/BLUE pass), (2) ION single color rear hatch lights (RED driver/BLUE pass), (2) VERTEX LED inserts in backup light lenses (RED driver/BLUE pass), (2) TLI single color lights on interior bottom of hatch (RED driver/BLUE pass). CENCOM Sapphire siren package (CCSRN36 head). Console package includes Gamber Johnson computer mount ready console, cup holders, armrest, (3) 12v acc ports. Single radio prewire (antenna in roof) and power, main wiring harness. (MUST SELECT INTERIOR OR EXTERIOR WHELEN LIGHTBAR PACKAGE OPTION. Not compatible with Setina lighted push bumper PB450 or other lightbar options) (DW810)	7	\$9,102.00	\$63,714.00
2023-0521-818	POLICE: (Interior Lightbar) Installed equipment includes: Whelen DUO interior windshield lightbar package. (FRONT) Whelen XLP DUO windshield lightbar. Dual color (RED driver/BLUE pass) including full front	7	\$3,022.00	\$21,154.00

	white scene light. (REAR) Whelen RST DUO rear window lightbar (vehicle specific). Dual color (RED driver/BLUE pass) and full amber arrow. (Must order Ready for the Road Completion Package #804 or Whelen Base Package #810) (DW818)			
2023-0521-868	Interior Dome Light (Cargo): White LED dome light installed and wired to central controller switch. Light will be installed in cargo area. (requires lighting package) (DWS-DOME-2) (DW868)	7	\$142.00	\$994.00
2023-0521-895	WHELEN UPGRADE: Upgrade any Whelen Base Package (Police or Fire) to Whelen CORE system. Features OBD control and standard programming includes: auto dim, open door light disable/enable, siren park kill, lightbar park flash patterns. (MUST ORDER ANY WHELEN BASE PACKAGE AND INTERIOR/EXTERIOR LIGHTBAR, NOT COMPATIBLE WITH READY FOR THE ROAD PACKAGES) (DW895)	7	\$482.00	\$3,374.00

Request Totals

Total Vehicles:	7
Sub Total:	\$422,520.00
8.4 % Sales Tax:	\$35,491.68
Request Total:	\$458,011.68



Organization Purchase Request Details

Organization Information

[Return to Org Requests](#)

Contract #: 05916 - Motor Vehicles	Quote #: 2022-8-456
Status: On Order	Submit Date: 08-17-2022
Organization: 23210 - SPOKANE, CITY OF - 23210	Order Date: 08-23-2022
Order Contact: Micaela Micaela Martinez	Expected Delivery Date: 01-23-2023
Contact Phone: 509-655-0959	Delivery Date:
Contact Email: mmartinez@spokanecity.org	Cancel Date:
	Organization Reference #: PO201833
Dealer: Bud Clary Ford/Hyundai - W403	Organization PO #: PO-201833 08/17/22
Dealer Address:	Dealer Contact: Marie Tellinghiusen
	Dealer Phone: (360) 423-4321 Ext: 1094
	Dealer Email: marie.tellinghiusen@budclary.com
Internal Notes: SPD-Full Cage Patrol	
Comments To Dealer: THANK YOU.	
Dealer Reference #:	22-0828 W140-W154
Dealer Comments:	08/30/22 Revised to add #258 Setina - PB400 Push Bumper, Steel (SET110) \$676.00, delete #259 Setina - PB400 Push Bumper, Aluminum (SET111) \$676.00, delete #262 Setina - 10VS Front Partition, (SET200) \$981.00, add #263 Setina - 10VSRP (SET201) \$1,081.00. 08/23/22 PO received. Revised to add #028 Pre-Wiring for Grille LED Lights, Siren and Speaker (60A) \$50.00 8/18/22 Revised to add #810 Whelen base lighting package.

Color Options

Color Name	Quantity
Agate Black (UM)	16

Tax Exempt: N

Vehicle Options

Order Code	Order Code Description	Qty	Unit Price	Ext. Price
2023-0521-001	2023 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	16	\$42,898.00	\$686,368.00
2023-0521-002	INFORMATION ONLY: Order-to-delivery timing remains very fluid due to the continuing global supply chain shortages, labor instability and high volume of nationwide orders being submitted. Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2024 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 24MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	16	\$0.00	\$0.00
2023-0521-003	INFORMATION ONLY: Bud Clary Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	16	\$0.00	\$0.00
2023-0521-004	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	16	\$0.00	\$0.00
2023-0521-005	INFORMATION ONLY (2020MY): [EXTERIOR Dimensions: 198.8in Overall Length, 119.1in Wheelbase, 69.4in Height, 78.9in Width (mirrors folded), 89.3in Width (mirrors extended), Ground Clearances (7.4in w/ 3.3L HEV, 7.2in w/ 3.0L EcoBoost, 7.6in w/ 3.3L Direct-injection V6)] [INTERIOR Dimensions: Front/Rear: Head (40.7in/40.4in), Shoulder (61.8in/61.3in), Hip (59.3in/59.1in), Leg (40.9in/40.7in), Cargo Opening Height 31.9in, Cargo Opening Width 47.6in, Cargo Area Width 47.9in, Cargo Area Length 46.2in]	16	\$0.00	\$0.00
2023-0521-010	2023 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV, 3.3L V6 Direct-Injection FFV (285 HP @ 6500 RPM, 260 lb.-ft. Torque @ 3000 RPM) (136-MPH Top Speed), 10-Speed Automatic Police-Calibrated Transmission (Column Shifter), 255/60R 18 All-Season BSW Tires, HD Steel Wheels, HD 80-Amp 730CCA Battery, HD 250 Amp Alternator, 21.4 Gallon Fuel Tank, 3.73 Axle Ratio, 6465# GVWR, 1670# Payload, 5000# Towing Capacity, 7.6in Ground Clearance (K8A/500A/87R/TT96) THIS IS THE BASE VEHICLE -- Please review standard specs to view complete description.	16	\$0.00	\$0.00
2023-0521-012	Alternative Hybrid (HEV) Engine System [318 HP (combined system HP), 285 HP (gas engine) @ 6500 RPM, 260 lb.-ft. Torque @ 4000 RPM) (6840# GVWR, 1670 # Payload, 5000# Towing Capacity, 7.4in Ground Clearance) [Includes 3.3L V6 Direct-Injection Hybrid Engine System, Lithium-Ion Battery Pack (does not intrude into the cargo area), police calibrated high-performance regenerative braking system, DC/DC converter 220-Amp (in lieu of alternator), H7 AGM Battery - 800 CCA / 80-	16	\$2,729.00	\$43,664.00

	Amp, 19-Gallon Fuel Tank, 8-Year/100,000-Mile Hybrid Unique Component Warranty] (Not compatible with 3.0L V6 EcoBoost option) (99W/44B)			
2023-0521-021	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller are not included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	16	\$289.00	\$4,624.00
2023-0521-028	Pre-Wiring for Grille LED Lights, Siren and Speaker (60A)	16	\$50.00	\$800.00
2023-0521-030	Noise Suppression Bonds (Ground Straps)(60R)	16	\$100.00	\$1,600.00
2023-0521-034	Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	16	\$25.00	\$400.00
2023-0521-035	Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	16	\$259.00	\$4,144.00
2023-0521-037	BLIS Blind Spot Monitoring with Cross-Traffic Alert (Includes manual fold-away heated mirrors) (55B/54Z)	16	\$543.00	\$8,688.00
2023-0521-044	Reverse Sensing System (76R)	16	\$275.00	\$4,400.00
2023-0521-048	Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry System #55F) (18D)	16	\$0.00	\$0.00
2023-0521-050	Fleet Keyed Alike (Call dealer for available key codes) (Allowed to also order Remote Keyless Entry #55F) (KEY)	16	\$50.00	\$800.00
2023-0521-055	Spot Lamps, LED Bulbs, Dual (Whelen) (51V)	16	\$663.00	\$10,608.00
2023-0521-062	Underbody Deflector Plate (engine and transmission shield) (76D)	16	\$334.00	\$5,344.00
2023-0521-099	INFORMATION ONLY: Delayed Warranty Start, customer submits request at www.fordwsd.com	16	\$0.00	\$0.00
2023-0521-200	INFORMATION ONLY: 200-299 Dealer-Installed Options	16	\$0.00	\$0.00
2023-0521-251	Setina - PB5 HD Fender Wraps (PIT Bars) (Must also order a Push Bumper) (DLR) (SET100)	16	\$547.00	\$8,752.00
2023-0521-258	Setina - PB400 Push Bumper, Steel, includes Mar Pad (DLR) (SET110)	16	\$676.00	\$10,816.00
2023-0521-263	Setina - 10VSRP Front Partition with Lower Center Recess Panel, Horizontal Polycarbonate Sliding Window (Includes Tallman upgrade - allows additional seat recline for driver) (DLR) (SET201)	16	\$1,081.00	\$17,296.00
2023-0521-264	Setina - Front Partition XL Upgrade with center and side recess panel (Allows additional legroom for rear right-side passenger) (Must also order 10VSRP partition) (DLR) (SET202)	16	\$0.00	\$0.00
2023-0521-268	Setina - Double Weapon Mount with Small and Universal XL (Must also order RP Partition) (DLR) (SET230)	16	\$416.00	\$6,656.00
2023-0521-275	Setina HD TPO Cover-Style Rear Prisoner Transport Seat (includes center-originating seat belts with Docking Buckles on front partition)	16	\$1,091.00	\$17,456.00

	(installed over factory seat) (Must also order Rear 12VS Partition) (Setina recommends also ordering the XL Partition Upgrade) (SET301)			
2023-0521-277	Setina - TPO Door Panels, Rear Doors (Must also order Ready for the Road Package #67H, Hidden Door Lock Plunger #52P or Inoperable Rear Door Locks #68G) (DLR) (SET320)	16	\$274.00	\$4,384.00
2023-0521-279	Setina - 2nd Row Window Barriers, Steel Bars (Must also order Ready for the Road Package #67H, Hidden Door Lock Plunger #52P or Inoperable Rear Door Locks #68G) (DLR) (SET322)	16	\$281.00	\$4,496.00
2023-0521-281	Setina - 12VS Rear Partition, Polycarbonate panel (DLR) (SET400)	16	\$789.00	\$12,624.00
2023-0521-810	POLICE: (Whelen Base Package) Installed equipment includes: (2) Micron grill lights (RED driver/BLUE Pass), (2) ION dual color front corner lights (R/W driver/B/W pass), (2) ION single color rear side window lights (RED driver/BLUE pass), (2) ION single color rear hatch lights (RED driver/BLUE pass), (2) VERTEX LED inserts in backup light lenses (RED driver/BLUE pass), (2) TLI single color lights on interior bottom of hatch (RED driver/BLUE pass). CENCOM Sapphire siren package (CCSRN36 head). Console package includes Gamber Johnson computer mount ready console, cup holders, armrest, (3) 12v acc ports. Single radio prewire (antenna in roof) and power, main wiring harness. (MUST SELECT INTERIOR OR EXTERIOR WHELEN LIGHTBAR PACKAGE OPTION. Not compatible with Setina lighted push bumper PB450 or other lightbar options) (DW810)	16	\$9,102.00	\$145,632.00
2023-0521-817	POLICE: (Exterior Lightbar) Installed equipment includes: 54" Whelen WECAN Liberty 2 DUO lightbar. Split color, (RED driver/BLUE pass) also includes takedown and alley lights as well as full front white scene light and full rear amber arrow. (Must order Ready for the Road Completion Package #804 or Whelen Base Package #810) (DW817)	16	\$3,107.00	\$49,712.00
2023-0521-867	Interior Dome Light (Partition): White LED dome light installed and wired to central controller switch. Light will be installed on prisoner partition for prisoner compartment. (requires lighting package) (DWS-DOME-1) (DW867)	16	\$89.00	\$1,424.00
2023-0521-895	WHELEN UPGRADE: Upgrade any Whelen Base Package (Police or Fire) to Whelen CORE system. Features OBD control and standard programming includes: auto dim, open door light disable/enable, siren park kill, lightbar park flash patterns. (MUST ORDER ANY WHELEN BASE PACKAGE AND INTERIOR/EXTERIOR LIGHTBAR, NOT COMPATIBLE WITH READY FOR THE ROAD PACKAGES) (DW895)	16	\$482.00	\$7,712.00
2023-0521-896	WHELEN UPGRADE: Upgrade and Whelen Base Package to HOWLER low frequency siren. Installed equipment includes SINGLE low frequency speaker and amplifier wired to controller. (MUST ORDER ANY WHELEN BASE PACKAGE AND INTERIOR/EXTERIOR LIGHTBAR, NOT COMPATIBLE WITH READY FOR THE ROAD PACKAGES OR NON WHELEN PACKAGES) (DW896)	16	\$849.00	\$13,584.00

Request Totals

Total Vehicles:	16
Sub Total:	\$1,071,984.00

8.4 % Sales Tax: **\$90,046.66**

Request Total: **\$1,162,030.66**



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Organization Purchase Request Details

Organization Information

[Return to Org Requests](#)

Contract #: 05916 - Motor Vehicles	Quote #: 2022-8-464
Status: On Order	Submit Date: 08-17-2022
Organization: 23210 - SPOKANE, CITY OF - 23210	Order Date: 08-23-2022
Order Contact: Micaela Micaela Martinez	Expected Delivery Date: 01-23-2023
Contact Phone: 509-655-0959	Delivery Date:
Contact Email: mmartinez@spokanecity.org	Cancel Date:
	Organization Reference #: PO201833
Dealer: Bud Clary Ford/Hyundai - W403	Organization PO #: PO-201833 08/17/22
Dealer Address:	Dealer Contact: Marie Tellinghusen
	Dealer Phone: (360) 423-4321 Ext: 1094
	Dealer Email: marie.tellinghusen@budclary.com
Internal Notes: SPD-Sgt/Corporal	
Comments To Dealer: THANK YOU.	
Dealer Reference #: 22-0827 W117-W139	
Dealer Comments: 09/20/22 Revised to add #281 Setina - 12VS Rear Partition, Polycarbonate panel (DLR) (SET400) \$789.00. 08/23/22 PO received. Revised to add #028 Pre-Wiring for Grille LED Lights, Siren and Speaker (60A) \$50.00	

Color Options

Color Name	Quantity
Agate Black (UM)	23

Tax Exempt: N

Vehicle Options

Order Code	Order Code Description	Qty	Unit Price	Ext. Price
2023-0521-001	2023 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	23	\$42,898.00	\$986,654.00

2023-0521-002	INFORMATION ONLY: Order-to-delivery timing remains very fluid due to the continuing global supply chain shortages, labor instability and high volume of nationwide orders being submitted. Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2024 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 24MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	23	\$0.00	\$0.00
2023-0521-003	INFORMATION ONLY: Bud Clary Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	23	\$0.00	\$0.00
2023-0521-004	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	23	\$0.00	\$0.00
2023-0521-005	INFORMATION ONLY (2020MY): [EXTERIOR Dimensions: 198.8in Overall Length, 119.1in Wheelbase, 69.4in Height, 78.9in Width (mirrors folded), 89.3in Width (mirrors extended), Ground Clearances (7.4in w/ 3.3L HEV, 7.2in w/ 3.0L EcoBoost, 7.6in w/ 3.3L Direct-injection V6)] [INTERIOR Dimensions: Front/Rear: Head (40.7in/40.4in), Shoulder (61.8in/61.3in), Hip (59.3in/59.1in), Leg (40.9in/40.7in), Cargo Opening Height 31.9in, Cargo Opening Width 47.6in, Cargo Area Width 47.9in, Cargo Area Length 46.2in]	23	\$0.00	\$0.00
2023-0521-010	2023 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV, 3.3L V6 Direct-Injection FFV (285 HP @ 6500 RPM, 260 lb.-ft. Torque @ 3000 RPM) (136-MPH Top Speed), 10-Speed Automatic Police-Calibrated Transmission (Column Shifter), 255/60R 18 All-Season BSW Tires, HD Steel Wheels, HD 80-Amp 730CCA Battery, HD 250 Amp Alternator, 21.4 Gallon Fuel Tank, 3.73 Axle Ratio, 6465# GVWR, 1670# Payload, 5000# Towing Capacity, 7.6in Ground Clearance (K8A/500A/87R/TT96) THIS IS THE BASE VEHICLE -- Please review standard specs to view complete description.	23	\$0.00	\$0.00
2023-0521-012	Alternative Hybrid (HEV) Engine System [318 HP (combined system HP), 285 HP (gas engine) @ 6500 RPM, 260 lb.-ft. Torque @ 4000 RPM) (6840# GVWR, 1670 # Payload, 5000# Towing Capacity, 7.4in Ground Clearance) [Includes 3.3L V6 Direct-Injection Hybrid Engine System, Lithium-Ion Battery Pack (does not intrude into the cargo area), police calibrated high-performance regenerative braking system, DC/DC converter 220-Amp (in lieu of alternator), H7 AGM Battery - 800 CCA / 80-Amp, 19-Gallon Fuel Tank, 8-Year/100,000-Mile Hybrid Unique	23	\$2,729.00	\$62,767.00

	Component Warranty] (Not compatible with 3.0L V6 EcoBoost option) (99W/44B)			
2023-0521-021	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller are not included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	23	\$289.00	\$6,647.00
2023-0521-028	Pre-Wiring for Grille LED Lights, Siren and Speaker (60A)	23	\$50.00	\$1,150.00
2023-0521-030	Noise Suppression Bonds (Ground Straps)(60R)	23	\$100.00	\$2,300.00
2023-0521-034	Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	23	\$25.00	\$575.00
2023-0521-035	Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	23	\$259.00	\$5,957.00
2023-0521-037	BLIS Blind Spot Monitoring with Cross-Traffic Alert (Includes manual fold-away heated mirrors) (55B/54Z)	23	\$543.00	\$12,489.00
2023-0521-044	Reverse Sensing System (76R)	23	\$275.00	\$6,325.00
2023-0521-048	Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry System #55F) (18D)	23	\$0.00	\$0.00
2023-0521-050	Fleet Keyed Alike (Call dealer for available key codes) (Allowed to also order Remote Keyless Entry #55F) (KEY)	23	\$50.00	\$1,150.00
2023-0521-055	Spot Lamps, LED Bulbs, Dual (Whelen) (51V)	23	\$663.00	\$15,249.00
2023-0521-062	Underbody Deflector Plate (engine and transmission shield) (76D)	23	\$334.00	\$7,682.00
2023-0521-064	2nd Row Cloth Seat in lieu of Vinyl (Charcoal) (Included with Interior Upgrade Pkg #65U) (88F)	23	\$60.00	\$1,380.00
2023-0521-099	INFORMATION ONLY: Delayed Warranty Start, customer submits request at www.fordwsd.com	23	\$0.00	\$0.00
2023-0521-200	INFORMATION ONLY: 200-299 Dealer-Installed Options	23	\$0.00	\$0.00
2023-0521-251	Setina - PB5 HD Fender Wraps (PIT Bars) (Must also order a Push Bumper) (DLR) (SET100)	23	\$547.00	\$12,581.00
2023-0521-258	Setina - PB400 Push Bumper, Steel, includes Mar Pad (DLR) (SET110)	23	\$676.00	\$15,548.00
2023-0521-281	Setina - 12VS Rear Partition, Polycarbonate panel (DLR) (SET400)	23	\$789.00	\$18,147.00
2023-0521-810	POLICE: (Whelen Base Package) Installed equipment includes: (2) Micron grill lights (RED driver/BLUE Pass), (2) ION dual color front corner lights (R/W driver/B/W pass), (2) ION single color rear side window lights (RED driver/BLUE pass), (2) ION single color rear hatch lights (RED driver/BLUE pass), (2) VERTEX LED inserts in backup light lenses (RED driver/BLUE pass), (2) TLI single color lights on interior bottom of hatch (RED driver/BLUE pass). CENCOM Sapphire siren package (CCSRN36 head). Console package includes Gamber Johnson computer mount ready console, cup holders, armrest, (3) 12v acc ports. Single radio prewire (antenna in roof) and power, main wiring harness. (MUST SELECT	23	\$9,102.00	\$209,346.00

	INTERIOR OR EXTERIOR WHELEN LIGHTBAR PACKAGE OPTION. Not compatible with Setina lighted push bumper PB450 or other lightbar options) (DW810)			
2023-0521-818	POLICE: (Interior Lightbar) Installed equipment includes: Whelen DUO interior windshield lightbar package. (FRONT) Whelen XLP DUO windshield lightbar. Dual color (RED driver/BLUE pass) including full front white scene light. (REAR) Whelen RST DUO rear window lightbar (vehicle specific). Dual color (RED driver/BLUE pass) and full amber arrow. (Must order Ready for the Road Completion Package #804 or Whelen Base Package #810) (DW818)	23	\$3,022.00	\$69,506.00
2023-0521-868	Interior Dome Light (Cargo): White LED dome light installed and wired to central controller switch. Light will be installed in cargo area. (requires lighting package) (DWS-DOME-2) (DW868)	23	\$142.00	\$3,266.00
2023-0521-895	WHELEN UPGRADE: Upgrade any Whelen Base Package (Police or Fire) to Whelen CORE system. Features OBD control and standard programming includes: auto dim, open door light disable/enable, siren park kill, lightbar park flash patterns. (MUST ORDER ANY WHELEN BASE PACKAGE AND INTERIOR/EXTERIOR LIGHTBAR, NOT COMPATIBLE WITH READY FOR THE ROAD PACKAGES) (DW895)	23	\$482.00	\$11,086.00

Request Totals

Total Vehicles:	23
Sub Total:	\$1,449,805.00
8.4 % Sales Tax:	\$121,783.62
Request Total:	\$1,571,588.62



From: [Prince, Thea](#)
To: [Giddings, Richard](#)
Subject: FW: 2023 Police Interceptor HEV
Date: Thursday, April 6, 2023 9:10:01 AM
Importance: High

Here is the email from Ford!

Thea Prince
Sr. Procurement Specialist
(509) 625-6403 (desk)
(509) 601-2800 (cell)

From: ford orders <ford.orders@budclary.com>
Sent: Thursday, April 6, 2023 9:09 AM
To: Prince, Thea <tprince@spokanecity.org>
Subject: 2023 Police Interceptor HEV
Importance: High

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Thea,

We have been advised by Ford that there are more Police Interceptor Hybrid orders in the order bank than they can build. Would you like to switch to either the standard 3.3L gas or 3.0L EcoBoost gas engine to increase your chances of getting your Interceptor produced as a 2023 model?

2023-0521-010 2023 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV, 3.3L V6 Direct-Injection FFV (285 HP @ 6500 RPM, 260 lb.-ft. Torque @ 3000 RPM) (136-MPH Top Speed), 10-Speed Automatic Police-Calibrated Transmission (Column Shifter), 255/60R 18 All-Season BSW Tires, HD Steel Wheels, HD 80-Amp 730CCA Battery, HD 250 Amp Alternator, 21.4 Gallon Fuel Tank, 3.73 Axle Ratio, 6465# GVWR, 1670# Payload, 5000# Towing Capacity, 7.6in Ground Clearance (K8A/500A/87R/TT96) THIS IS THE BASE VEHICLE -- Please review standard specs to view complete description. \$0.00

2023-0521-011 Alternative Engine, 3.0L V6 EcoBoost with 10-Speed Automatic Transmission, 400 HP @ 5500 RPM, 415 lb.-ft. Torque @ 3000 RPM, 6500# GVWR, 1670# Payload, 5000# Towing Capacity, 7.2in Ground Clearance, 3.31 Axle Ratio (148-MPH Top Speed) (99C/44U) \$3,644.00

2022-8-463	PO-201832-000	W085-W109
2022-8-449	PO-201833-000	W110-W116
2022-8-464	PO-201833-000	W117-W139
2022-8-456	PO-201833-000	W140-W155

Kathleen Brennan
Fleet Coordinator
Bud Clary Ford Hyundai
p 360-423-4321 ext. 10943
f 360-423-6056

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

05/08/2023

Date Rec'd	4/26/2023
Clerk's File #	OPR 2020-0359
Renews #	
Cross Ref #	
Project #	
Bid #	IRFP #5239-20
Requisition #	MASTER CONTRACT

Submitting Dept	CONTRACTS & PURCHASING
Contact Name/Phone	THEA PRINCE 625-6403
Contact E-Mail	TBRINCE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5500- PURCHASING RENEWAL OF MASTER CONTRACT FOR ON-CALL ARBORIST SERVICES

Agenda Wording

Renewal of F.A. Bartlett Master Contract for On-Call Arborist Services. This contract is used by multiple City Departments as needed. This Contract is not to exceed \$250,000.00 annually.

Summary (Background)

In February 2020 a Public Works Invitation to Bid was issued for On-Call Arborist services. F.A. Bartlett Tree Experts Company was the lowest responsive bidder. The contract was awarded for a two-year period with two (2) one-year optional renewals. This is the second renewal.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 250,000.00

Select \$

Select \$

Select \$

Budget Account

various

#

#

#

Approvals**Dept Head** NECHANICKY, JASON**Division Director** WALLACE, TONYA**Finance** ORLOB, KIMBERLY**Legal** PICCOLO, MIKE**For the Mayor** SMITHSON, LYNDEN**Council Notifications****Study Session\Other** F&A 4/17/23**Council Sponsor** CM Wilkerson**Distribution List**

tprince@spokanecity.org

dmarren@bartlett.com

Additional Approvals**Purchasing** PRINCE, THEA

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Purchasing Department
Contact Name	Thea Prince
Contact Email & Phone	tprince@spokanecity.org
Council Sponsor(s)	CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5500 – Renewal of F.A. Bartlett Master Contract for On-Call Arborist Services
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Renewal of F.A. Bartlett Master Contract for On-Call Arborist Services. This contract is used by multiple City Departments as needed. This Contract is not to exceed \$250,000.00 annually.</p> <p>In February 2020 a Public Works Invitation to Bid was issued for On-Call Arborist services. F.A. Bartlett Tree Experts Company was the lowest responsive bidder. The contract was awarded for a two-year period with two (2) one-year optional renewals. This is the second renewal.</p>
Proposed Council Action	Approve one (1) year Master Contract renewal
<p>Fiscal Impact Total Cost: <u>250,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Departments Budget</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Master contracts standardize service agreement ensuring consistency of service, reduced administrative costs, and better pricing through use of economies of scale city wide.	



City of Spokane
MASTER CONTRACT RENEWAL
2 of 2
Title: ARBORIST ON ALL SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **F.A. BARTLETT TREE EXPERT COMPANY**, whose address is 11120 East Empire Way, Spokane Valley, Washington 99206 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into an Agreement wherein the Contractor agreed to provide Arborist On Call Services to the City, and

WHEREAS, the initial contract provided for two (2) additional one (1) year renewals, with this being the second of those renewals; and

WHEREAS, this Renewal hereby incorporates the additional terms provided for in the April 6, 2021 Amendment for instances of work related to storm or other emergency events in which FEMA or other federal funding may be used.

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

1. CONTRACT DOCUMENTS.

The original Agreement, dated April 15, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on May 1, 2023 and shall run through April 30, 2024.

3. COMPENSATION.

The City shall pay an additional annual amount not to exceed **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)** for everything furnished and done under this Contract Renewal, in accordance with the Pricing List attached. 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.

4. DEBARMENT AND SUSPENSION.

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

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

F.A. BARTLETT TREE EXPERT COMPANY

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Certification Regarding Debarment
- Pricing List

23-063

**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)

Pricing Responses

Reference Number	Description	Type	Unit Of Measure	Quantity	Old Unit Price	Ext Base Price	Comment	Proposed New Rates Unit Price
#1	Power Line Clearance Tree Trimmer	Base	Hourly	1.00	\$91.00	\$91.00	All labor rates are port to port	\$ 100.10
#2	Fall & Buckler, chainsaw	Base	Hourly	1.00	\$73.00	\$73.00		\$ 80.30
#3	Topper	Base	Hourly	1.00	\$91.00	\$91.00		\$ 100.10
#4	Climber	Base	Hourly	1.00	\$91.00	\$91.00		\$ 100.10
#5	Choker Setter	Base	Hourly	1.00	\$73.00	\$73.00		\$ 80.30
#6	Supervisor	Base	Hourly	1.00	\$91.00	\$91.00		\$ 100.10
#7	Flagger, traffic	Base	Hourly	1.00	\$73.00	\$73.00		\$ 80.30
#8	Power Equipment Operator	Base	Hourly	1.00	\$73.00	\$73.00		\$ 80.30
#9	General Laborer	Base	Hourly	1.00	\$73.00	\$73.00		\$ 80.30
#10	Equipment Operator, large	Base	Hourly	1.00	\$73.00	\$73.00		\$ 80.30
#11	Truck Driver	Base	Hourly	1.00	\$73.00	\$73.00		\$ 80.30
#12	Stump Grinder, Operator	Base	Hourly	1.00	\$91.00	\$91.00		\$ 100.10
#13	Stump Removal, Laborer	Base	Hourly	1.00	\$73.00	\$73.00		\$ 80.30
#14	10 ton & under Boom Truck Operator	Base	Hourly	1.00	\$91.00	\$91.00		\$ 100.10
#15	Other	Base	Hourly	1.00	\$91.00	\$91.00	Air spading	\$ 100.10
#16	Other	Base	Hourly	1.00				\$ -
Emergency Services								
#1	Power Line Clearance Tree Trimmer	Base	Hourly	1.00	\$135.00	\$135.00	All labor rates are port to port	\$ 148.50
#2	Fall & Buckler, chainsaw	Base	Hourly	1.00	\$108.00	\$108.00		\$ 118.80
#3	Topper	Base	Hourly	1.00	\$135.00	\$135.00		\$ 148.50
#4	Climber	Base	Hourly	1.00	\$135.00	\$135.00		\$ 148.50
#5	Choker Setter	Base	Hourly	1.00	\$108.00	\$108.00		\$ 118.80
#6	Supervisor	Base	Hourly	1.00	\$135.00	\$135.00		\$ 148.50
#7	Flagger, traffic	Base	Hourly	1.00	\$108.00	\$108.00		\$ 118.80
#8	Power Equipment Operator	Base	Hourly	1.00	\$108.00	\$108.00		\$ 118.80
#9	General Laborer	Base	Hourly	1.00	\$108.00	\$108.00		\$ 118.80
#10	Equipment Operator, large	Base	Hourly	1.00	\$108.00	\$108.00		\$ 118.80
#11	Truck Driver	Base	Hourly	1.00	\$108.00	\$108.00		\$ 118.80
#12	Stump Grinder, Operator	Base	Hourly	1.00	\$135.00	\$135.00		\$ 148.50
#13	Stump Removal, Laborer	Base	Hourly	1.00	\$108.00	\$108.00		\$ 118.80
#14	10 ton & under Boom Truck Operator	Base	Hourly	1.00	\$135.00	\$135.00		\$ 148.50
#15	Other	Base	Hourly	1.00	\$135.00	\$135.00	Air spading	\$ 148.50
#16	Other	Base	Hourly	1.00	\$0.00	\$0.00		\$ -
Equipment								
#1	Stump Grinder	Base	Hourly	1.00	\$24.00	\$24.00	All equipment rates are port to port	\$ 26.40
#2	Chipper	Base	Hourly	1.00	\$24.00	\$24.00		\$ 26.40
#3	Boom Truck	Base	Hourly	1.00	\$47.00	\$47.00		\$ 51.70
#4	Dump Truck	Base	Hourly	1.00	\$35.00	\$35.00		\$ 38.50
#5	8-Ton Knuckle Boom Crane	Base	Hourly	1.00	\$0.00	\$0.00	this equipment is not available in Spokane WA	\$ -
#6	Mini Excavator	Base	Hourly	1.00	\$42.00	\$42.00	Also applies to skidsteer w/grapples	\$ 46.20
#7	Other	Base	Hourly	1.00	\$24.00	\$24.00	Pickup truck	\$ 26.40

#8	Other	Base Hourly	1.00	\$24.00	\$24.00	Compressor	\$	26.40
Emergency Equipment Cost								
#1	Stump Grinder	Base Hourly	1.00	\$24.00	\$24.00	All equipment rates are port to port	\$	-
#2	Chipper	Base Hourly	1.00	\$24.00	\$24.00		\$	26.40
#3	Boom Truck	Base Hourly	1.00	\$75.00	\$75.00		\$	82.50
#4	Dump Truck	Base Hourly	1.00	\$35.00	\$35.00		\$	38.50
#5	8-ton Knuckle Boom Crane	Base Hourly	1.00	\$0.00	\$0.00	see above	\$	-
#6	Mini Excavator	Base Hourly	1.00	\$42.00	\$42.00	see note above	\$	46.20
#7	Other	Base Hourly	1.00	\$24.00	\$24.00	pickup	\$	26.40
#8	Other	Base Hourly	1.00	\$24.00	\$24.00	Compressor	\$	26.40
#1	Arborist, Tree Evaluation	Base Hourly	1.00	\$125.00	\$125.00		\$	137.50
#2	Single Tree - Lump Sum, Fixed Fee	Base Lump Sum	1.00	\$375.00	\$375.00		\$	412.50
#3	Group of Trees - Lump Sum, Fixed Fee	Lump Sum Base	1.00	\$125.00	\$125.00	only done by the hour	\$	137.50
#1	Dump Fees	Base Ton	1.00	\$15.00	\$15.00	per yard	\$	16.50
#1	Traffic Control in Arterials	Base per day	1.00	\$1,600.00	\$1,600.00	this is a variable cost and should be billed as such	\$	1,760.00
Total Base Bid								

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

05/08/2023

Date Rec'd	4/25/2023
Clerk's File #	OPR 2021-0528
Renews #	
Cross Ref #	
Project #	2021090
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 – CIVIL ENGINEERING ON-CALL CONTRACT AMENDMENT – HDR ENGINEERING

Agenda Wording

Amendment to consultant agreement with HDR Engineering, Inc. (Spokane, WA) for On-Call Civil Engineering Services for 2021-2023 non-federal projects. Amendment for additional \$300,000 (contract total \$700,000).

Summary (Background)

This amendment will add \$300,000 to the on-call civil engineering master contract. The original contract began August 16, 2021 for a period of two years with an option to extend for one year. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact	Budget Account
Expense \$ 300,000.00	# VARIOUS
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	BULLER, DAN	Study Session\Other	PIES 4/24/23
Division Director	FEIST, MARLENE	Council Sponsor	Kinnear
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	HARRINGTON, MARGARET	eraea@spokanecity.org	
For the Mayor	SMITHSON, LYNDEN	publicworksaccounting@spokanecity.org	
Additional Approvals		kgoodman@spokanecity.org	
Purchasing		ddaniels@spokanecity.org	
		jgraff@spokanecity.org	
		dbuller@spokanecity.org	
		Signee: rob.berman@hdrinc.com, CC cindy.kinzer@hdrinc.com	

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org 625-6391
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Additional funds for general civil on-call contract with HDR
Summary (Background)	<ul style="list-style-type: none"> Engineering Services has “on-call” contracts with various consultants for specialized engineering or related services (geotech., surveying, historic resources, electrical, real estate acquisition, landscape architect, surveying, general civil design and construction management) associated with the City’s public works projects. These firms are selected based on qualifications as required by RCW 39. These agreements typically last from 2-3 years. The City’s contract with HDR for general civil engineering in the amount of \$400,000 is nearly out of funds and so Engineering Services will be requesting additional funds in the amount of \$300,000. Funds expended under this contract are reimbursed by the public works contract for which the consultant is hired, generally state or federal loans/grants.
Proposed Council Action & Date:	For council consideration. This contract dollar increase will be placed on council agenda following consideration at PIES.
Fiscal Impact: Total Cost: <u>\$300,000</u> Approved in current year budget? X Yes <input type="checkbox"/> No N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: Varies by project. Costs incurred under the proposed contracts will be paid as part of each public works project for which the consultant is used. Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

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

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

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

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

The projects is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street improvement activities.



City of Spokane
CONTRACT AMENDMENT
**Title: ON-CALL GENERAL CIVIL ENGINEERING
FOR 2021-2023 NON-FEDERAL AID PROJECTS**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **HDR ENGINEERING, INC.**, whose address is 929 108th Avenue NW, Suite 1300, Bellevue, Washington 98004 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide On-Call General Civil Engineering for 2021-2023 Non-Federal Aid Projects for the City; 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 August 23, 2021 and September 13, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Amendment shall become effective on August 16, 2021 and shall run through July 31, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

HDR ENGINEERING, 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

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

05/08/2023

Date Rec'd	4/25/2023
Clerk's File #	OPR 2023-0467
Renews #	
Cross Ref #	
Project #	2021084
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 – LOW BID AWARD – GARLAND AVENUE PATHWAY (2021084) – TO BE DETERMINED

Agenda Wording

Low Bid of (to be determined at bid opening to be held on May 1, 2023) (City, ST) for Garland Avenue Pathway, Shaw Middle School - \$_____. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside. (Hillyard)

Summary (Background)

On May 1, 2023, bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$_____, which is \$_____ or _____% (above/below) the Engineer's Estimate of \$1,510,986.00; _____ other bids were received as follows: (to be determined). All information will be provided prior to the 5/8/2023 council meeting.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 0

Select \$

Select \$

Select \$

Budget Account

####

#

#

#

Approvals**Dept Head** BULLER, DAN**Division Director** FEIST, MARLENE**Finance** ORLOB, KIMBERLY**Legal** HARRINGTON, MARGARET**For the Mayor** SMITHSON, LYNDEN**Council Notifications****Study Session\Other** PIES 3/27/23**Council Sponsor** Kinnear**Distribution List**

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

Additional Approvals

kgoodman@spokanecity.org

Purchasing

ddaniels@spokanecity.org

jgraff@spokanecity.org

pyoung@spokanecity.org

{Contractor/Signee email}

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org 625-6391
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	2023 Pedestrian Focused Projects
Summary (Background)	<ul style="list-style-type: none"> • This briefing paper is an update to a briefing paper submitted for the August 2022 PIES meeting. Updated information from that briefing paper is shown in red below. • The City through its Integrated Capital Management Dept has secured state and federal grant funds for six pedestrian focused projects. These grant funds are sufficient to pay the large majority of the costs for each project. The projects are generally described as follows. • Division St. Crossings – install pedestrian signals at three locations on Division St. – see attached exhibit. This project has an estimated cost of approximately \$1M is planned to advertise in May, 2023 and will be constructed fall 2023. • Garland Pathway – install 10’ shared use path connecting Shaw Middle School, Hillyard Library, NE Community Center, NewTech Skill Center and the future Children of the Sun trail – see attached exhibit. This project has an estimated cost of approximately \$1.5M and planned to advertise in April, 2023 and will be constructed summer/fall 2023. • Driscoll-Alberta-Cochran – install sidewalk in the vicinity of Finch Elementary and pedestrian signal near Audubon Park – see attached exhibit. This project has an estimated cost of approximately \$1.5M and is planned to advertise in April, 2023 and will be constructed summer/fall 2023. • Liberty-Bemiss – install pedestrian signal at Crestline/Courtland & sidewalk on Liberty between Crestline & Altamont, all near Bemiss Elementary and Andrew Rypien field – see attached exhibit. This project advertised and was awarded earlier this year and will be constructed summer/fall 2023. • Nevada-Joseph – install pedestrian signal at Nevada/Joseph which is near Nevada Park and Garry Middle School – see attached exhibit. This project advertised and was awarded earlier this year and will be constructed summer/fall 2023. • Greene-Carlisle – install pedestrian signal at Greene/Carlisle at what is expected to become a key crossing location following construction of the north-south freeway – see attached exhibit. This project advertised and was awarded earlier this year and will be constructed summer/fall 2023.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval. See above red text for project schedules.
Fiscal Impact:	Total Cost: See above red text for project by project cost.

Approved in current year budget? X Yes No N/A

Funding Source X One-time Recurring

Specify funding source: Varies by project. Costs incurred under the proposed contracts will be paid as part of each public works project for which the consultant is used.

Expense Occurrence X One-time Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

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

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

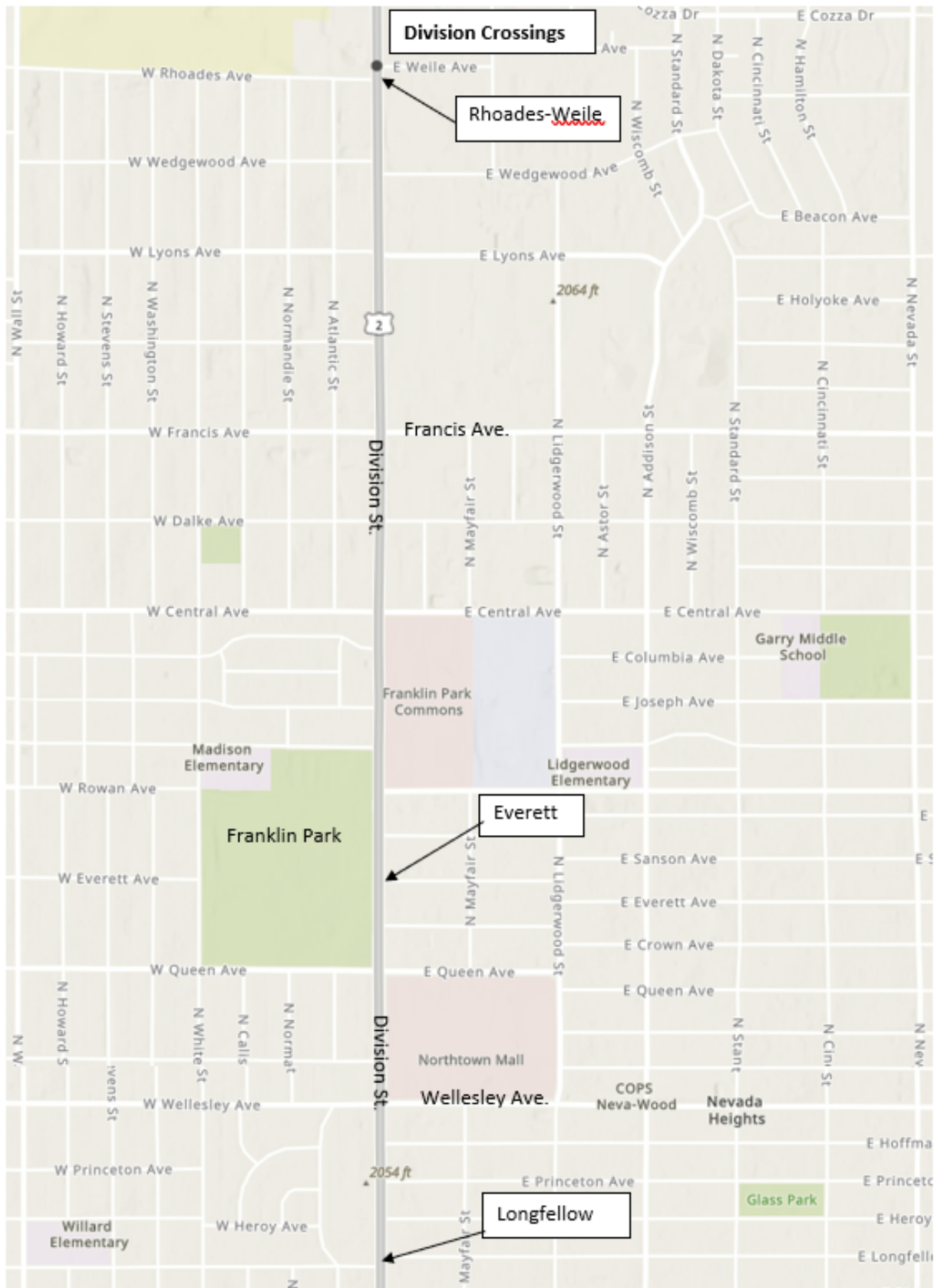
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

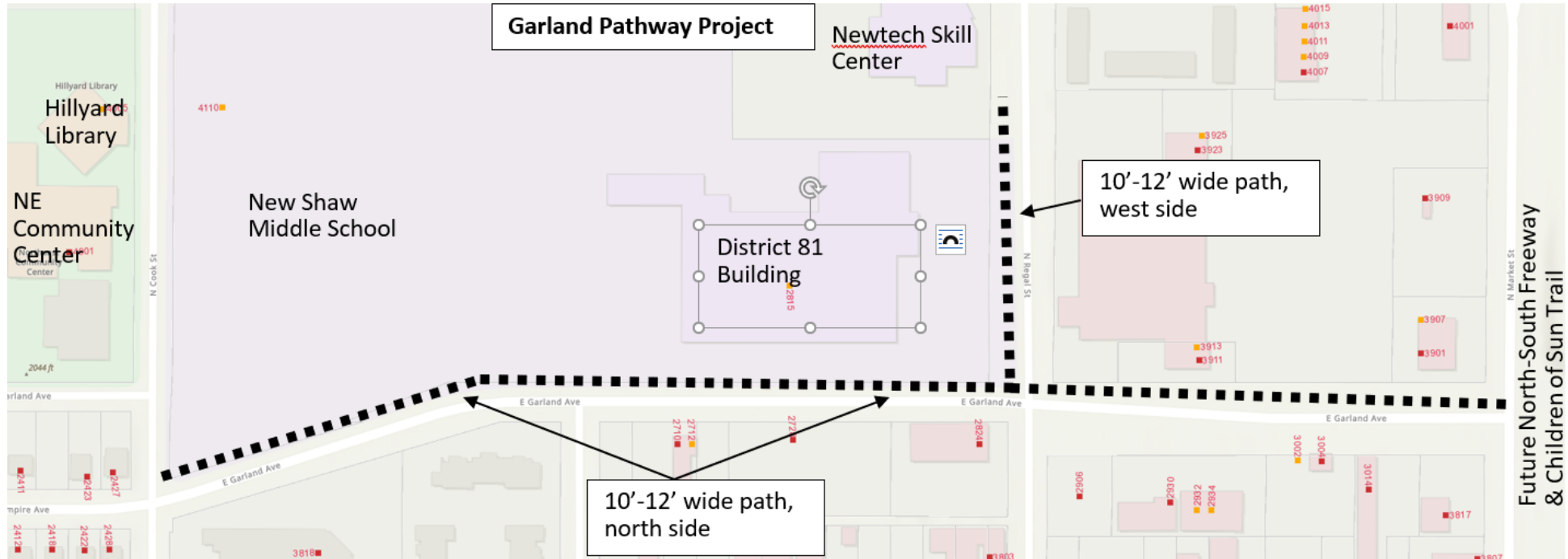
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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

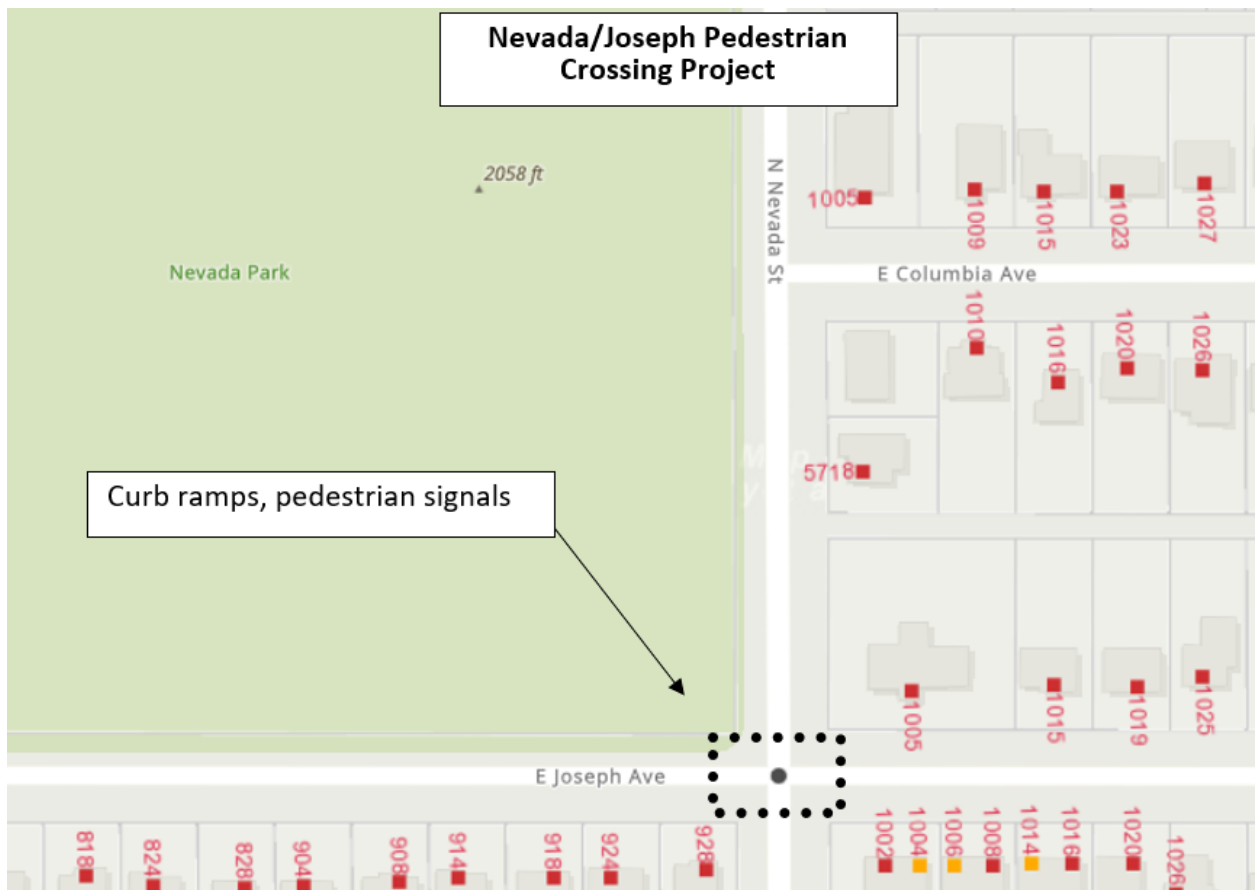
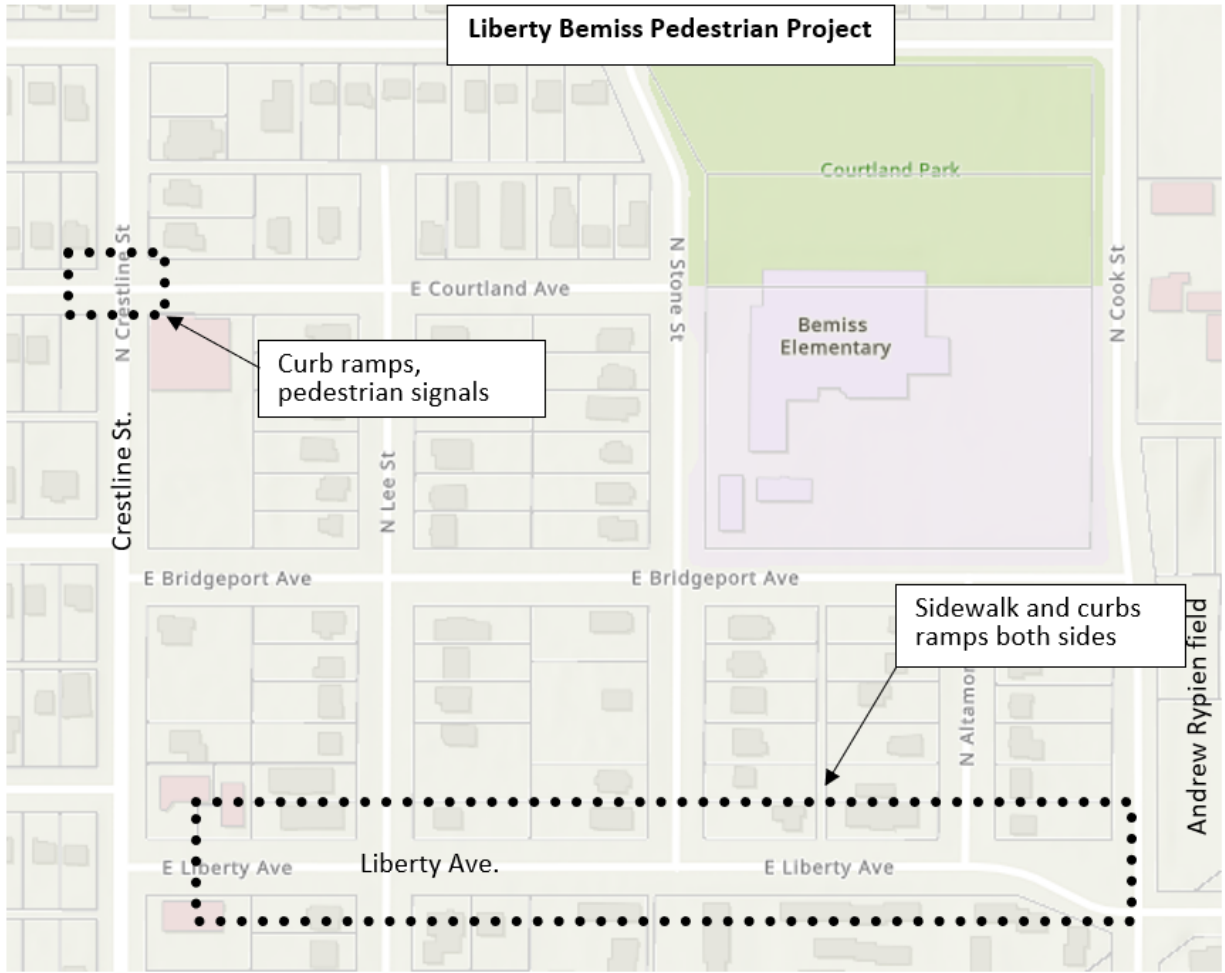
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

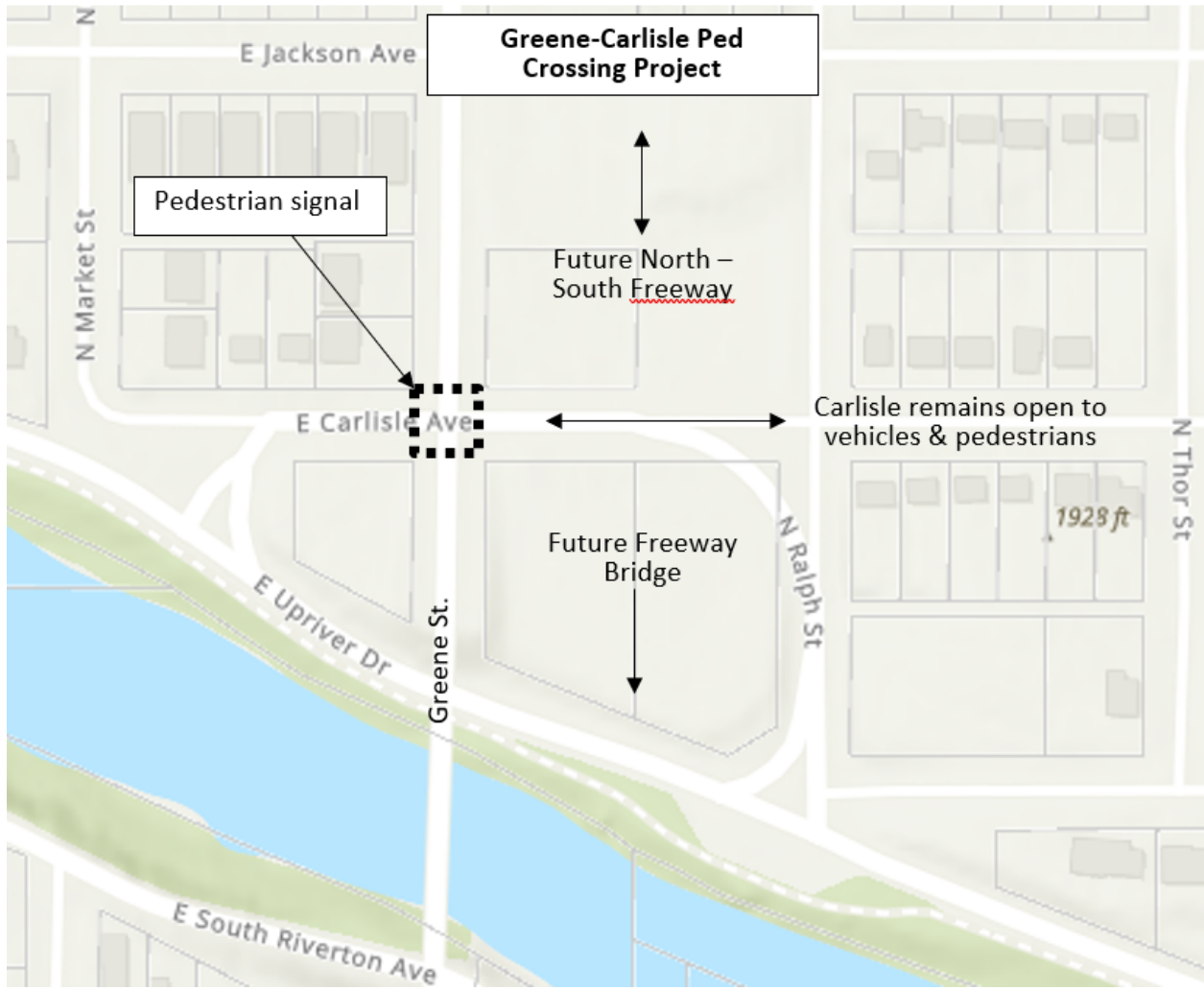
The projects is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street improvement activities.













Agenda Sheet for City Council Meeting of:
05/08/2023

Date Rec'd	4/26/2023
Clerk's File #	OPR 2023-0468
Renews #	
Cross Ref #	
Project #	2017108
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 – LOW BID AWARD – HIGH SYSTEM RESERVOIR (2017108) – LANDMARK STRUCTURES I, LP

Agenda Wording

Low Bid of Landmark Structures I, LP of (Fort Worth, TX) for the High System Reservoir Project—\$9,842,000 plus tax. An administrative reserve of \$984,200.00 plus tax, which is 10% of the contract, will be set aside. (Southgate Neighborhood Council)

Summary (Background)

On May 1, 2023 bids were opened for the above project. The low bid was from Landmark Structures I, LP in the amount of \$9,842,000.00, which is \$4,039,881.00 or 29% under the Engineer's Estimate; one other bid was received as follows: CB&I Storage Solutions - \$11,295,996.93.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense	\$ 9,842,000
Select	\$
Select	\$
Select	\$

Budget Account

#	4250-42300-94340-56501-15747
#	
#	
#	

Approvals

Dept Head	GRAFF, JOEL
Division Director	FEIST, MARLENE
Finance	ORLOB, KIMBERLY
Legal	PICCOLO, MIKE
For the Mayor	KIRK, JESSICA

Council Notifications

Study Session\Other	PIES 3/27/23
Council Sponsor	Kinnear & Bingle
Distribution List	
	eraea@spokanecity.org
	publicworksaccounting@spokanecity.org
	kgoodman@spokanecity.org
	ddaniels@spokanecity.org
	jgraff@spokanecity.org
	pyoung@spokanecity.org
	estimating@teamlandmark.com

Additional Approvals

Purchasing	

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name	Dan Buller 625-6391
Contact Email & Phone	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	High System Water Reservoir
Summary (Background)	<ul style="list-style-type: none"> This briefing paper is an update to a briefing paper submitted for the November 2022 PIES meeting. Updated information from that briefing paper is shown in red below. The Water Department's water system plan, reviewed and approved by the Washington State Department of Health, has identified the need for an additional water reservoir in the high system. The additional water reservoir would serve all south hill residents south of approximately 17th Ave. The water surface in the proposed reservoir must match the water surface in the existing reservoirs at 37th & Stone and at 33rd & Lamonte. Engineering Services has conducted extensive public outreach over the last two years in the process of selecting Hamblen Elementary as the preferred location for this tank. Both city council and the school board were briefed on this location earlier this year and the city now has an easement from the school district to construct this tank. The proposed water reservoir will be 50'-60' diameter at its base, about 100' diameter at the top and about 100' high. See attached exhibit. <li style="color: red;">While the tank construction will not close any streets, construction of the associated water main will close Crestline and the Crestline/37th intersection for several weeks during periods when school is not in session during 2024. <li style="color: red;">Construction vehicle access will be via Crestline, using the existing east-west path (39th extended) and exiting on Napa St. The construction site will be fenced as shown on the attached exhibit, including site obscuring fabric. This project is locally funded.
Proposed Council Action & Date:	<ul style="list-style-type: none"> None at this time. Following bid opening, we will bring a construction contract to Council for approval. This project is planned to advertise in April, 2023, begin construction in June 2023 and end construction in the spring of 2025.
<ul style="list-style-type: none"> Fiscal Impact: Total Cost: The estimated cost is in the range of \$12-\$14 million. <p>Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source X One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: project funds (generally street or utility funds)</p> <p>Expense Occurrence X One-time <input type="checkbox"/> Recurring</p>	

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

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

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

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

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

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

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

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

Project Location



Similarly shaped
water reservoir in
Post Falls





City of Spokane
PUBLIC WORKS CONTRACT
Title: **HIGH SYSTEM ADDITIONAL RESERVOIR**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **LANDMARK STRUCTURES, I, LP**, whose address is 1665 Harmon Road, Fort Worth, Texas 76177 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **HIGH SYSTEM ADDITIONAL RESERVOIR.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor’s completed bid proposal form, the Washington State Department of Transportation’s Standard Specifications for Road, Bridge and Municipal Construction 2022, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2017108 shall apply.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 and A-2 for the actual quantities furnished for each bid item at a total cost not to exceed \$9,842,000.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 will include sales tax. Bid items in Schedule A-2 shall not include sales tax.

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

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

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

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

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

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

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

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

- e. An elevator contractor license, if required by Chapter 70.87 RCW.
- 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

18. EXECUTIVE ORDER 11246.

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

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

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

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

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

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

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

foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

32. CLEAN AIR ACT.

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

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

LANDMARK STRUCTURES, I, LP

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Payment Bond
 - Performance Bond
 - Certification Regarding Debarment
 - Schedules A-1 and A-2
- 23-091

PAYMENT BOND

We, **LANDMARK STRUCTURES, I, LP**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **NINE MILLION EIGHT HUNDRED FORTY-TWO THOUSAND AND NO/100 DOLLARS (\$9,842,000.00)** the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **HIGH SYSTEM ADDITIONAL RESERVOIR**. 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 _____.

LANDMARK STRUCTURES, I, LP,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
 County of _____)

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

DATED: _____

 Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **LANDMARK STRUCTURES, I, LP**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **NINE MILLION EIGHT HUNDRED FORTY-TWO THOUSAND AND NO/100 DOLLARS (\$9,842,000.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **HIGH SYSTEM ADDITIONAL RESERVOIR**. 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 _____

LANDMARK STRUCTURES, I, LP,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

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

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

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

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

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	ROADWAY EXCAVATION INCL. HAUL	943.00 CY	\$ 33.00	\$ 31,119.00
2	PREPARATION OF UNTREATED ROADWAY	2,830.00 SY	\$ 3.00	\$ 8,490.00
3	REMOVE UNSUITABLE FOUNDATION MATERIAL	100.00 CY	\$ 40.00	\$ 4,000.00
4	REPLACE UNSUITABLE FOUNDATION MATERIAL	100.00 CY	\$ 46.00	\$ 4,600.00
5	CRUSHED SURFACING TOP COURSE	472.00 CY	\$ 65.00	\$ 30,680.00
6	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 6 INCH THICK	2,830.00 SY	\$ 47.00	\$ 133,010.00
7	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	242.00 SY	\$ 88.00	\$ 21,296.00
8	PAVEMENT REPAIR EXCAVATION INCL. HAUL	242.00 SY	\$ 40.00	\$ 9,680.00
9	COMPACTION PRICE ADJUSTMENT	1.00 EST	\$ 4,500.00	\$ 4,500.00
10	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$ (1.00)	\$ (1.00)
Schedule A-1 Subtotal				\$ 247,374.00

SCHEDULE A-2
Tax Classification: Sales tax shall NOT be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
11	ADA FEATURES SURVEYING	1.00 LS	\$ 500.00	\$ 500.00
12	RECORD DRAWINGS	1.00 LS	\$ 10,000.00	\$ 10,000.00
13	APPRENTICE UTILIZATION	1.00 LS	\$ 5,000.00	\$ 5,000.00
14	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
15	SPCC PLAN	1.00 LS	\$ 1,500.00	\$ 1,500.00
16	POTHOLING	2.00 EA	\$ 750.00	\$ 1,500.00
17	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 54,000.00	\$ 54,000.00
18	TYPE B PROGRESS SCHEDULE	1.00 LS	\$ 10,000.00	\$ 10,000.00
19	MOBILIZATION	1.00 LS	\$ 100,000.00	\$ 100,000.00
20	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 25,000.00	\$ 25,000.00
21	WORK ZONE SAFETY CONTINGENCY	5,000.00 FA	\$ 1.00	\$ 5,000.00
22	SPECIAL SIGNS	484.00 SF	\$ 20.00	\$ 9,680.00
23	TYPE III BARRICADE	25.00 EA	\$ 100.00	\$ 2,500.00
24	CLEARING AND GRUBBING	1.00 LS	\$ 20,000.00	\$ 20,000.00

25	TREE ROOT TREATMENT	28.00 EA	\$	1,000.00	\$	28,000.00
26	TREE PROTECTION ZONE	33.00 EA	\$	350.00	\$	11,550.00
27	SITE TREE REMOVAL	1.00 LS	\$	33,000.00	\$	33,000.00
28	TREE PRUNING	13.00 EA	\$	350.00	\$	4,550.00
29	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	3,000.00	\$	3,000.00
30	REMOVE EXISTING CURB	120.00 LF	\$	10.00	\$	1,200.00
31	REMOVE EXISTING CURB AND GUTTER	8.00 LF	\$	10.00	\$	80.00
32	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	95.00 SY	\$	20.00	\$	1,900.00
33	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	1.00 EA	\$	1,000.00	\$	1,000.00
34	REMOVE EXISTING \geq 30 IN. TO \leq 42 IN. DIA. PIPE	20.00 LF	\$	75.00	\$	1,500.00
35	SAWCUTTING CURB	10.00 EA	\$	60.00	\$	600.00
36	SAWCUTTING RIGID PAVEMENT	300.00 LFI	\$	5.00	\$	1,500.00
37	SAWCUTTING FLEXIBLE PAVEMENT	1,700.00 LFI	\$	2.00	\$	3,400.00
38	CRUSHED SURFACING TOP COURSE	50.00 CY	\$	178.00	\$	8,900.00
39	CSTC FOR SIDEWALK AND DRIVEWAYS	6.00 CY	\$	75.00	\$	450.00
40	BALLAST	6.00 CY	\$	90.00	\$	540.00

41	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	2.00 EA	\$	1,250.00	\$	2,500.00
42	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	9.00 EA	\$	1,200.00	\$	10,800.00
43	CLEANING EXISTING DRAINAGE STRUC- TURE	6.00 EA	\$	500.00	\$	3,000.00
44	EXTRA WORK ALLOWANCE FOR ROCK EX- CAVATION - TRENCHES	675.00 CY	\$	110.00	\$	74,250.00
45	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	80.00 CY	\$	45.00	\$	3,600.00
46	IMPORTED BACKFILL	340.00 CY	\$	50.00	\$	17,000.00
47	TRENCH SAFETY SYSTEM	1.00 LS	\$	5,000.00	\$	5,000.00
48	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	83.00 LF	\$	90.00	\$	7,470.00
49	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	5.00 EA	\$	130.00	\$	650.00
50	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	3,000.00	\$	3,000.00
51	CLEANING EXISTING SANITARY SEWERS	1.00 EA	\$	1,000.00	\$	1,000.00
52	DI PIPE FOR WATER MAIN 8 IN. DIA.	670.00 LF	\$	100.00	\$	67,000.00
53	DI PIPE FOR WATER MAIN 24 IN. DIA.	50.00 LF	\$	600.00	\$	30,000.00
54	DI PIPE FOR WATER MAIN 30 IN. DIA.	805.00 LF	\$	600.00	\$	483,000.00
55	BLOWOFF ASSEMBLY (Y-105A)	1.00 EA	\$	12,500.00	\$	12,500.00

56	BUTTERFLY VALVE 30 IN.	1.00 EA	\$	26,500.00	\$	26,500.00
57	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	1.00 EA	\$	8,000.00	\$	8,000.00
58	TRENCH EXC. FOR WATER SERVICE TAP	170.00 LF	\$	40.00	\$	6,800.00
59	SIDE SEWER PIPE 4 IN. DIA.	142.00 LF	\$	80.00	\$	11,360.00
60	SIDE SEWER PERMIT	1.00 EA	\$	250.00	\$	250.00
61	SEWER CLEANOUT	1.00 EA	\$	500.00	\$	500.00
62	ESC LEAD	1.00 LS	\$	22,500.00	\$	22,500.00
63	INLET PROTECTION	8.00 EA	\$	400.00	\$	3,200.00
64	LANDSCAPING REPAIR	1.00 LS	\$	11,500.00	\$	11,500.00
65	2 INCH CALIPER DECIDUOUS TREE	5.00 EA	\$	1,250.00	\$	6,250.00
66	8 TO 10 FT. HEIGHT EVERGREEN TREE	30.00 EA	\$	1,550.00	\$	46,500.00
67	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	13,500.00	\$	13,500.00
68	CEMENT CONCRETE CURB	120.00 LF	\$	80.00	\$	9,600.00
69	CEMENT CONCRETE CURB AND GUTTER	8.00 LF	\$	110.00	\$	880.00
70	CEMENT CONCRETE DRIVEWAY	25.00 SY	\$	170.00	\$	4,250.00
71	MODIFY FENCING	1.00 LS	\$	20,000.00	\$	20,000.00

72	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	8,000.00	\$	8,000.00
73	REFERENCE AND REESTABLISH SURVEY MONUMENT	2.00 EA	\$	750.00	\$	1,500.00
74	CEMENT CONCRETE SIDEWALK	70.00 SY	\$	100.00	\$	7,000.00
75	RAMP DETECTABLE WARNING	16.00 SF	\$	50.00	\$	800.00
76	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1.00 LS	\$	2,500.00	\$	2,500.00
77	VEHICLE GATE	1.00 EA	\$	5,000.00	\$	5,000.00
78	COMPOSITE ELEVATED TANK	1.00 LS	\$	7,592,000.00	\$	7,592,000.00
79	SITE PLUMBING	1.00 LS	\$	9,615.00	\$	9,615.00
80	MISCELLANEOUS APPURTENANCES	1.00 LS	\$	20,000.00	\$	20,000.00
81	ELECTRICAL, LIGHTING, AND COMMUNICATION SYSTEMS	1.00 LS	\$	175,000.00	\$	175,000.00
82	RESERVOIR AND STRUCTURE COATING	1.00 LS	\$	515,000.00	\$	515,000.00
Schedule A-2 Subtotal					\$	<u>9,594,626.00</u>
Summary of Bid Items					Bid Total	\$ <u>9,842,000.00</u>

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

Project Number **2017108**

Project Description High System Reservoir

Original Date

5/1/2023 3:56:00 PM

Project Number: 2017108			Engineer's Estimate		LANDMARK STUCTURES (Submitted)		CB&I STORAGE SOLUTIONS (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

1	ROADWAY EXCAVATION INCL. HAUL	943 CY	20.00	18,860.00	33.00	\$31,119.00	82.75	\$78,033.25
2	PREPARATION OF UNTREATED ROADWAY	2830 SY	4.00	11,320.00	3.00	\$8,490.00	6.71	\$18,989.30
3	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	20.00	2,000.00	40.00	\$4,000.00	44.73	\$4,473.00
4	REPLACE UNSUITABLE FOUNDATION MATERIAL	100 CY	30.00	3,000.00	46.00	\$4,600.00	55.91	\$5,591.00
5	CRUSHED SURFACING TOP COURSE	472 CY	50.00	23,600.00	65.00	\$30,680.00	103.99	\$49,083.28
6	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 6 INCH THICK	2830 SY	32.00	90,560.00	47.00	\$133,010.00	49.20	\$139,236.00
7	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	242 SY	50.00	12,100.00	88.00	\$21,296.00	58.15	\$14,072.30
8	PAVEMENT REPAIR EXCAVATION INCL. HAUL	242 SY	40.00	9,680.00	40.00	\$9,680.00	0.00	\$0.00
9	COMPACTION PRICE ADJUSTMENT	1 EST	4,500.00	4,500.00	4,500.00	\$4,500.00	4,500.00	\$4,500.00
10	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)

Tax Classification

Schedule 02

Sales tax shall NOT be included in unit prices

11	ADA FEATURES SURVEYING	1 LS	2,000.00	2,000.00	500.00	\$500.00	3,354.63	\$3,354.63
12	RECORD DRAWINGS	1 LS	10,000.00	10,000.00	10,000.00	\$10,000.00	10,649.63	\$10,649.63
13	APPRENTICE UTILIZATION	1 LS	20,000.00	20,000.00	5,000.00	\$5,000.00	94,621.94	\$94,621.94
14	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00
15	SPCC PLAN	1 LS	2,500.00	2,500.00	1,500.00	\$1,500.00	6,230.03	\$6,230.03
16	POTHOLING	2 EA	1,000.00	2,000.00	750.00	\$1,500.00	1,667.32	\$3,334.64

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

<i>Project Number: 2017108</i>			<i>Engineer's Estimate</i>		LANDMARK STUCTURES (Submitted)		CB&I STORAGE SOLUTIONS (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
17	PUBLIC LIAISON REPRESENTATIVE	1 LS	34,506.00	34,506.00	54,000.00	\$54,000.00	11,787.84	\$11,787.84
18	TYPE B PROGRESS SCHEDULE	1 LS	5,000.00	5,000.00	10,000.00	\$10,000.00	63,143.87	\$63,143.87
19	MOBILIZATION	1 LS	908,000.00	908,000.00	100,000.00	\$100,000.00	1,129,600.00	\$1,129,600.00
20	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	60,000.00	60,000.00	25,000.00	\$25,000.00	105,111.82	\$105,111.82
21	WORK ZONE SAFETY CONTINGENCY	5000 FA	1.00	5,000.00	1.00	\$5,000.00	1.00	\$5,000.00
22	SPECIAL SIGNS	484 SF	25.00	12,100.00	20.00	\$9,680.00	22.36	\$10,822.24
23	TYPE III BARRICADE	25 EA	120.00	3,000.00	100.00	\$2,500.00	139.78	\$3,494.50
24	CLEARING AND GRUBBING	1 LS	20,000.00	20,000.00	20,000.00	\$20,000.00	106,230.03	\$106,230.03
25	TREE ROOT TREATMENT	28 EA	350.00	9,800.00	1,000.00	\$28,000.00	922.52	\$25,830.56
26	TREE PROTECTION ZONE	33 EA	400.00	13,200.00	350.00	\$11,550.00	335.46	\$11,070.18
27	SITE TREE REMOVAL	1 LS	60,000.00	60,000.00	33,000.00	\$33,000.00	86,102.24	\$86,102.24
28	TREE PRUNING	13 EA	350.00	4,550.00	350.00	\$4,550.00	335.46	\$4,360.98
29	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	10,000.00	10,000.00	3,000.00	\$3,000.00	93,929.71	\$93,929.71
30	REMOVE EXISTING CURB	120 LF	15.00	1,800.00	10.00	\$1,200.00	15.65	\$1,878.00
31	REMOVE EXISTING CURB AND GUTTER	8 LF	15.00	120.00	10.00	\$80.00	44.73	\$357.84
32	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	95 SY	30.00	2,850.00	20.00	\$1,900.00	22.36	\$2,124.20
33	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	1 EA	600.00	600.00	1,000.00	\$1,000.00	1,062.30	\$1,062.30
34	REMOVE EXISTING ≥ 30 IN. TO ≤ 42 IN. DIA. PIPE	20 LF	30.00	600.00	75.00	\$1,500.00	195.26	\$3,905.20
35	SAWCUTTING CURB	10 EA	45.00	450.00	60.00	\$600.00	223.64	\$2,236.40
36	SAWCUTTING RIGID PAVEMENT	300 LFI	1.50	450.00	5.00	\$1,500.00	8.95	\$2,685.00
37	SAWCUTTING FLEXIBLE PAVEMENT	1700 LFI	1.20	2,040.00	2.00	\$3,400.00	5.03	\$8,551.00
38	CRUSHED SURFACING TOP COURSE	50 CY	55.00	2,750.00	178.00	\$8,900.00	134.19	\$6,709.50

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

<i>Project Number: 2017108</i>			<i>Engineer's Estimate</i>		LANDMARK STUCTURES (Submitted)		CB&I STORAGE SOLUTIONS (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
39	CSTC FOR SIDEWALK AND DRIVEWAYS	6 CY	180.00	1,080.00	75.00	\$450.00	167.73	\$1,006.38
40	BALLAST	6 CY	70.00	420.00	90.00	\$540.00	391.37	\$2,348.22
41	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	2 EA	500.00	1,000.00	1,250.00	\$2,500.00	1,230.03	\$2,460.06
42	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	9 EA	500.00	4,500.00	1,200.00	\$10,800.00	1,341.85	\$12,076.65
43	CLEANING EXISTING DRAINAGE STRUCTURE	6 EA	800.00	4,800.00	500.00	\$3,000.00	1,118.21	\$6,709.26
44	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	675 CY	120.00	81,000.00	110.00	\$74,250.00	190.10	\$128,317.50
45	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	80 CY	60.00	4,800.00	45.00	\$3,600.00	55.91	\$4,472.80
46	IMPORTED BACKFILL	340 CY	50.00	17,000.00	50.00	\$17,000.00	72.68	\$24,711.20
47	TRENCH SAFETY SYSTEM	1 LS	4,000.00	4,000.00	5,000.00	\$5,000.00	9,616.61	\$9,616.61
48	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	83 LF	70.00	5,810.00	90.00	\$7,470.00	138.66	\$11,508.78
49	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	5 EA	500.00	2,500.00	130.00	\$650.00	894.57	\$4,472.85
50	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	1,200.00	1,200.00	3,000.00	\$3,000.00	12,300.32	\$12,300.32
51	CLEANING EXISTING SANITARY SEWERS	1 EA	1,100.00	1,100.00	1,000.00	\$1,000.00	1,062.30	\$1,062.30
52	DI PIPE FOR WATER MAIN 8 IN. DIA.	670 LF	70.00	46,900.00	100.00	\$67,000.00	136.42	\$91,401.40
53	DI PIPE FOR WATER MAIN 24 IN. DIA.	50 LF	250.00	12,500.00	600.00	\$30,000.00	559.11	\$27,955.50
54	DI PIPE FOR WATER MAIN 30 IN. DIA.	805 LF	300.00	241,500.00	600.00	\$483,000.00	763.18	\$614,359.90
55	BLOWOFF ASSEMBLY (Y-105A)	1 EA	4,500.00	4,500.00	12,500.00	\$12,500.00	27,955.27	\$27,955.27
56	BUTTERFLY VALVE 30 IN.	1 EA	12,000.00	12,000.00	26,500.00	\$26,500.00	31,969.65	\$31,969.65
57	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	1 EA	3,800.00	3,800.00	8,000.00	\$8,000.00	15,319.49	\$15,319.49
58	TRENCH EXC. FOR WATER SERVICE TAP	170 LF	50.00	8,500.00	40.00	\$6,800.00	118.53	\$20,150.10

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

Project Number: 2017108			Engineer's Estimate		LANDMARK STUCTURES (Submitted)		CB&I STORAGE SOLUTIONS (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
59	SIDE SEWER PIPE 4 IN. DIA.	142 LF	50.00	7,100.00	80.00	\$11,360.00	133.07	\$18,895.94
60	SIDE SEWER PERMIT	1 EA	40.00	40.00	250.00	\$250.00	560.17	\$560.17
61	SEWER CLEANOUT	1 EA	500.00	500.00	500.00	\$500.00	670.93	\$670.93
62	ESC LEAD	1 LS	3,500.00	3,500.00	22,500.00	\$22,500.00	16,336.53	\$16,336.53
63	INLET PROTECTION	8 EA	150.00	1,200.00	400.00	\$3,200.00	134.19	\$1,073.52
64	LANDSCAPING REPAIR	1 LS	10,000.00	10,000.00	11,500.00	\$11,500.00	1,789.14	\$1,789.14
65	2 INCH CALIPER DECIDUOUS TREE	5 EA	350.00	1,750.00	1,250.00	\$6,250.00	670.93	\$3,354.65
66	8 TO 10 FT. HEIGHT EVERGREEN TREE	30 EA	700.00	21,000.00	1,550.00	\$46,500.00	801.38	\$24,041.40
67	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	2,000.00	2,000.00	13,500.00	\$13,500.00	3,913.74	\$3,913.74
68	CEMENT CONCRETE CURB	120 LF	30.00	3,600.00	80.00	\$9,600.00	58.15	\$6,978.00
69	CEMENT CONCRETE CURB AND GUTTER	8 LF	30.00	240.00	110.00	\$880.00	111.82	\$894.56
70	CEMENT CONCRETE DRIVEWAY	25 SY	85.00	2,125.00	170.00	\$4,250.00	181.15	\$4,528.75
71	MODIFY FENCING	1 LS	30,000.00	30,000.00	20,000.00	\$20,000.00	14,499.84	\$14,499.84
72	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	3,000.00	3,000.00	8,000.00	\$8,000.00	10,051.12	\$10,051.12
73	REFERENCE AND REESTABLISH SURVEY MONUMENT	2 EA	1,200.00	2,400.00	750.00	\$1,500.00	3,354.63	\$6,709.26
74	CEMENT CONCRETE SIDEWALK	70 SY	80.00	5,600.00	100.00	\$7,000.00	111.82	\$7,827.40
75	RAMP DETECTABLE WARNING	16 SF	30.00	480.00	50.00	\$800.00	55.91	\$894.56
76	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	2,500.00	2,500.00	2,500.00	\$2,500.00	7,614.48	\$7,614.48
77	VEHICLE GATE	1 EA	7,000.00	7,000.00	5,000.00	\$5,000.00	2,928.65	\$2,928.65
78	COMPOSITE ELEVATED TANK	1 LS	11,000,000.00	11,000,000.00	7,592,000.00	\$7,592,000.00	5,610,426.53	\$5,610,426.53
79	SITE PLUMBING	1 LS	60,000.00	60,000.00	9,615.00	\$9,615.00	243,683.71	\$243,683.71

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

<i>Project Number: 2017108</i>			<i>Engineer's Estimate</i>		LANDMARK STUCTURES (Submitted)		CB&I STORAGE SOLUTIONS (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
80	MISCELLANEOUS APPURTENANCES	1 LS	40,000.00	40,000.00	20,000.00	\$20,000.00	0.00	\$0.00
81	ELECTRICAL, LIGHTING, AND COMMUNICATION SYSTEMS	1 LS	50,000.00	50,000.00	175,000.00	\$175,000.00	190,228.82	\$190,228.82
82	RESERVOIR AND STRUCTURE COATING	1 LS	800,000.00	800,000.00	515,000.00	\$515,000.00	1,949,758.58	\$1,949,758.58
Bid Total			\$13,881,881.00		\$9,842,000.00		\$11,295,996.93	

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

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	175,619.00	13,706,262.00	0.00	0.00	13,881,881.00
LANDMARK STUCTURES (Submitted)	247,374.00	9,594,626.00	0.00	0.00	9,842,000.00
CB&I STORAGE SOLUTIONS (Submitted)	313,977.13	10,982,019.80	0.00	0.00	11,295,996.93

Low Bid Contractor: LANDMARK STUCTURES

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	247,374.00	175,619.00	40.86 % Over Estimate
<i>Schedule 02</i>	9,594,626.00	13,706,262.00	30.00 % Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	<hr/> 9,842,000.00	<hr/> 13,881,881.00	<hr/> 29.10 % Under Estimate



Agenda Sheet for City Council Meeting of:

05/08/2023

Date Rec'd	4/25/2023
Clerk's File #	OPR 2022-0644
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	LYNDEN SMITHSON 6283 OR 6232 / ELIZABETH SCHOEDEL
Contact E-Mail	LSMITHSON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0500 - CONTRACT AMENDMENT FOR OUTSIDE COUNSEL

Agenda Wording
 Contract amendment for outside counsel Craig Trueblood of K & L Gates for \$100K.

Summary (Background)
 The matter is currently set for trial before the PCHB in September and November 2023. Additional funds are needed: We request an additional \$100K to the contract for a total of \$250K.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense \$ 100,000		# TBD
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	PICCOLO, MIKE	Study Session\Other	Urban Exper. 5/8/23
Division Director		Council Sponsor	CM Kinnear
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	PICCOLO, MIKE	rgennett@spokanecity.org	
For the Mayor	SMITHSON, LYNDEN	mfeist@spokanecity.org	
Additional Approvals		mfeist@spokanecity.org	
Purchasing		eschoedel@spokanecity.org	
		rhulvey@spokanecity.org	



City of Spokane
SPECIAL COUNSEL
CONTRACT AMENDMENT #2

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CRAIG TRUEBLOOD OF THE LAW FIRM K & L GATES, LLP.**, whose address is 925 Fourth Avenue, Suite 2900, Seattle, Washington 98104-1158, as ("Firm"), Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide legal services and advice to the City regarding the Appeal of the City's NPDES Permit, consistent with applicable laws and this Contract.

WHEREAS, additional funds are necessary, 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 original Contract, dated September 12, 2022 with an effective date of August 1, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective March 1, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**.

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

**CRAIG TRUEBLOOD
LAW FIRM K & L GATES, LLP.**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Nadine Woodward

Type or Print Name

Title

Mayor

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

U2023-037

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

05/08/2023

Date Rec'd	4/24/2023
Clerk's File #	OPR 2023-0469
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	VALUE BLANKET

Submitting Dept	INNOVATION & TECHNOLOGY SERVICES
Contact Name/Phone	MICHAEL SLOON 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5300 COMPUNET CISCO VALUE BLANKET

Agenda Wording

Approval to purchase Cisco hardware products and license subscriptions through Compunet w/o bringing each purchase over the City Purchase Limit (\$50,000) to City Council for approval.

Summary (Background)

The City of Spokane makes large purchases of Cisco network hardware and services from CompuNet for the Network Re-Architecture program and other equipment upgrades. All purchases will utilize interlocal agreement with WA state contract# 05819 and/or NCPA Contract# 01-107 that include pricing advantages for government entities. Total Value Blanket amount will not exceed \$450,000 including tax. Value Blanket term will be May 15, 2023 through May 15, 2024. Previous 2023 VB total was \$350,000.00.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 450,000 (including tax)

Select \$

Select \$

Select \$

Budget Account

Various Accounts

#

#

#

Approvals

Dept Head SLOON, MICHAEL

Division Director SLOON, MICHAEL

Finance BUSTOS, KIM

Legal HARRINGTON, MARGARET

For the Mayor KIRK, JESSICA

Additional Approvals

Purchasing NECHANICKY, JASON

Council Notifications

Study Session\Other PIES Committee
4/24/2023

Council Sponsor CM Bingle

Distribution List

Accounting - ywang@spokanecity.org

Contract Accounting - ddaniels@spokanecity.org

Legal - mharrington@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Dominic Casey - dcasey@compunet.biz

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability (PIES)

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 4/24/2023
Agenda Item Name	5300 Compunet Cisco Value Blanket
Summary (Background)	The City of Spokane makes large purchases of Cisco network hardware and services from CompuNet for the Network Re-Architecture program and other equipment upgrades. Upcoming purchases include upgrades to switches, identity security appliances, phone servers and firewalls. All purchases will utilize WA state contract # 05819 and/or NCPA Contract # 01-107 that include pricing advantages for government entities. Total Value Blanket funds will be \$450,000. The length of term will be May 15, 2023, to May 15, 2024.
Proposed Council Action & Date:	Final Pass May 8, 2023
Fiscal Impact: \$450,000.00 Total Cost: Not to exceed \$450,000 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: Various Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
All network infrastructure performance issues and outages are routinely tracked and managed. ITSD also routinely evaluates the effectiveness of the incumbent vendor and analyzes other vendors' solutions for improvements and cost advantages over the current solution.	

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service by providing a stable, current, redundant and resilient network infrastructure.



< Business Lookup

License Information:

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

Entity name: COMPUNET, INC.
Business name: COMPUNET, INC.
Entity type: Profit Corporation
UBI #: 602-742-439
Business ID: 001
Location ID: 0001
Location: Active
Location address: 505 S FLORENCE ST
 GRANGEVILLE ID 83530-2324
Mailing address: 1111 S SILVERSTONE WAY
 STE 200
 MERIDIAN ID 83642-7381

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

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

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
Chehalis General Business - Non-Resident	14-5298			Active	Mar-31-2024	Sep-11-2014

Endorsements

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
Non-Resident						
Kennewick General Business - Non-Resident				Active	Mar-31-2024	Oct-01-2020
Liberty Lake General Business - Non-Resident				Active	Mar-31-2024	Jan-29-2021
Moses Lake General Business - Non-Resident	BUS2020-0645			Active	Mar-31-2024	Sep-28-2020
Pasco General Business - Non-Resident	36914			Active	Mar-31-2024	Oct-13-2020



Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
Richland General Business - Non-Resident				Active	Mar-31-2024	Sep-30-2020
Spokane General Business - Non-Resident				Active	Mar-31-2024	Jan-08-2021
Sumner General Business - Non-Resident				Active	Mar-31-2024	Feb-01-2021
Vancouver General Business - Non-Resident				Active	Mar-31-2024	Sep-28-2020
Walla Walla General Business - Non-Resident				Active	Mar-31-2024	Oct-10-2020
Wenatchee General Business - Non-Resident				Active	Mar-31-2024	Sep-28-2020

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

Governing people	Title
ENGSTROM, BROOKS	
MCFARLIN, TOM	
SCHOO, DAWN	
SCHOO, NOLAN B.	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 4/4/2023 3:34:00 PM

[Contact us](#)

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

05/08/2023

Date Rec'd	4/19/2023
Clerk's File #	OPR 2023-0470
Renews #	
Cross Ref #	RES 2018-0022 & RES 2017-0027
Project #	
Bid #	SOLE SOURCE
Requisition #	CR# 24852

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 JOURNAL TECHNOLOGIES (ESERIES) ANNUAL SOFTWARE MAINTENANCE & SUPPORT

Agenda Wording

Contract w/ Journal Technologies Inc(JTI) for annual maintenance & support of City's Legal Case Management System(eSeries). JTI was deemed a Sole Source provider. Term March 1, 2023 - February 28, 2024, for a total cost of \$150,719.62 plus sales tax.

Summary (Background)

This contract is necessary in order to obtain software upgrades for all eSeries and receive JTI's Help Desk support. JTI is the only authorized firm to provide maintenance services on the eSeries software system. This year's cost is \$150,719.62 plus tax. This is the first year for eSeries maintenance on all four agencies (Municipal Court, Spokane Prosecutor/Defender/Probation). Contract period is March 1, 2023 - February 28, 2024.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 150,719.62 plus tax

Select \$

Select \$

Select \$

Budget Account

5300-73300-18850-54820

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Approvals

Dept Head	FINCH, ERIC
Division Director	FINCH, ERIC
Finance	BUSTOS, KIM
Legal	PICCOLO, MIKE
For the Mayor	SMITHSON, LYNDEN

Council Notifications

Study Session\Other	PIES Committee 3/27/2024
Council Sponsor	CM Bingle

Additional Approvals

Purchasing	NECHANICKY, JASON

Distribution List	Accounting - ywang@spokanecity.org
	Contract Accounting - ddaniels@spokanecity.org
	Legal - mharrington@spokanecity.org
	Purchasing - cwahl@spokanecity.org
	IT - itadmin@spokanecity.org
	Tax & Licenses
	JTI - Danny Hemnani at dhemnani@journaltech.com

Committee Agenda Sheet

Public Infrastructure, Environmental & Sustainability (PIES)

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested 3/27/2023
Agenda Item Name	5300 - Journal Technologies, Inc (eSeries) Annual Software Maintenance and Support
Summary (Background)	This contract is necessary in order to obtain software upgrades for all eSeries and receive JTI's Help Desk support. JTI is the only authorized firm to provide maintenance services on the eSeries software system. This year's cost is \$153,590.47 plus tax. This is the first year for eSeries maintenance on all four agencies. Contract period is March 1, 2023 - February 28, 2024.
Proposed Council Action & Date:	Pass Council on April 10, 2023
<p>Fiscal Impact: \$153,590.47 plus tax. Total Cost: \$153,590.47 plus tax Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Annual</p> <p>Specify funding source: 5300 73300 18850 54820</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring - Annual</p> <p>Other budget impacts: NA</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Not applicable – annual software maintenance</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>Not applicable – annual software maintenance</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>Not applicable – annual software maintenance</p>	
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Legal Case Management System.</p>	



City of Spokane

CONTRACT

**Title: eSERIES CASE MANAGEMENT SYSTEM
LICENSING, SUPPORT AND MAINTENANCE**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **JOURNAL TECHNOLOGIES, INC.**, whose address is 832 South 100 West, Logan, Utah 84321, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide eSERIES CASE MANAGEMENT SYSTEM LICENSING, SUPPORT AND MAINTENANCE, in accordance with Company's Quote Dated February 17, 2023, attached as Exhibit B. Company has been deemed a Sole Source Provider pursuant to RES 2018-0022. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall begin March 8, 2023, and run through March 7, 2024, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by agreement of the parties not to exceed four (4) additional one (1) year contract period. Compensation increases are limited to the annual CPI increase for the U.S. Bureau of Labor Statistics West Region, or five (5) percent, whichever is lower, per renewal period.
3. **COMPENSATION.** Total compensation under this Contract shall not exceed **ONE HUNDRED FIFTY THOUSAND SEVEN HUNDRED NINETEEN AND 62/100 DOLLARS (\$150,719.62)**, plus tax for everything furnished and done under this Contract, excluding optional extension periods. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

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

9. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date. Following termination, City shall remove and return the Licensed Software (as defined in Exhibit C) within thirty (30) days of termination.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for hired and non-owned vehicles.

There shall be no cancellation, material change, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City; provided, (i) that no such notice is available with respect to Company's Workers' Compensation Policy. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

12. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED REVENUES (OR LIKE AMOUNTS) IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING ALL EXHIBITS). FURTHERMORE, CITY'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER TO COMPANY. IN NO EVENT SHALL COMPANY'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO COMPANY FOR THE FIRST THREE YEARS OF THE LICENSE TERM.

13. **CONTROL OF DEFENSE.** All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within thirty (30) days of the indemnified party's receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

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

13. **SEVERABILITY.** In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform according to the prevailing industry standards.

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

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

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

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

19. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in U.S. District Court for the Eastern District of Washington; provided that the parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to another; and, if such meeting or subsequent meeting to not resolve the dispute the parties agree to submit the matter to mediation by an organization or company specializing in providing neutral, third-party mediators.

JOURNAL TECHNOLOGIES, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding Debarment
Exhibit B – License, Maintenance and Support Fees
Exhibit C – License, Maintenance and Support Agreement

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

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

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

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

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

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

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

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)

EXHIBIT B
LICENSE, MAINTENANCE AND SUPPORT FEES

A. Spokane Municipal Court - eCourt®

1. Licensed Software: eCourt®. The annual License, Maintenance and Support Fees include eCourt Software licenses, maintenance updates, upgrades and routine Support as described in Exhibit C (“License, Maintenance and Support Agreement”).

2. Annual eCourt® License, Maintenance and Support Fees: \$63,779.63, excluding Washington taxes, for March 8, 2023 to March 7, 2024 (and adjusted for any CPI increase after the first year), which includes:

- (a) eCourt Software licenses for up to a total of 50 court Users (i.e., Users identified in clause (a) of the definition of “User” in Section 1.11 of Exhibit C).
- (b) 10 additional licenses (i.e., 20% of court Users) for unlimited use of the Public Portal by other governmental agencies including those accessing the eCourt Software via interfaces or the Public Portal, (i.e., Users identified in clause (b) of such “User” definition).
- (c) 5 additional licenses (i.e., 10% of court Users) for unlimited use of Public Portal by public Users (i.e., Users identified in clause © of such “User” definition).

For a total of up to 65 User licenses.

If the number of court Users increases or decreases, the annual License, Maintenance and Support Fees will be adjusted pursuant to the pricing table set forth below:

2023 - Annual License, Maintenance, and Support Fees			
User Groups*	User Licenses	Per License**	For Group
1-100	100	\$981.225	\$98,122.50
101-200	100	\$1,113.525	\$111,352.50

*The actual number of User licenses will be used to determine the annual fee, with 150 licenses (overall between the Court, Prosecutor, Probation, and Defender) being the minimum. Each additional court User shall require the purchase of 1.3 additional User licenses.

**Per license fees tables are progressive price brackets. All licenses in a given bracket must be purchased before the next bracket pricing applies.

An annual CPI adjustment not to exceed 5% will automatically be applied to the annual License, Maintenance and Support Fees for each year of the eCourt License Term after the first year.

B. Spokane Prosecutor/Defender/Probation – eProsecutor/Defender/Probation®

1. Licensed Software: eProsecutor/Defender/Probation®. The annual License, Maintenance and Support Fees include eProbation/Defender/Probation Software licenses, maintenance updates, upgrades and routine Support as described in Exhibit C (“License, Maintenance and Support Agreement”).

2. Annual eProsecutor/Defender/Probation® License, Maintenance and Support Fees: \$86,939.99, excluding taxes, for March 1, 2023 to February 29, 2024 (and adjusted for any CPI increase after the first year), which includes:

- (a) eProsecutor/Defender/Probation Software licenses for up to a total of 70 agency Users (i.e., Users identified in clause (a) of the definition of “User” in Section 1.11 of Exhibit C).
- (b) 14 additional licenses (i.e., 20% of agency Users) for unlimited use of the Public Portal by other governmental agencies including those accessing the eProsecutor/Defender/Probation Software via interfaces or the Public Portal, (i.e., Users identified in clause (b) of such “User” definition).
- (c) 7 additional licenses (i.e., 10% of agency Users) for unlimited use of Public Portal by public Users (i.e., Users identified in clause (c) of such “User” definition).

For a total of up to 91 User licenses.

If the number of agency Users increases or decreases, the annual License, Maintenance and Support Fees will be adjusted pursuant to the pricing table set forth below:

2023 - Annual License, Maintenance, and Support Fees			
User Groups*	User Licenses	Per License**	For Group
1-50	50	\$1,050.00	\$52,500.00
51-100	50	\$840.00	\$42,000.00
101-200	100	\$735.00	\$73,500.00

*The actual number of User licenses will be used to determine the annual fee, with 150 licenses (overall between the Court, Prosecutor, Probation, and Defender) being the minimum. Each additional court User shall require the purchase of 1.3 additional User licenses.

**Per license fees tables are progressive price brackets. All licenses in a given bracket must be purchased before the next bracket pricing applies.

An annual CPI adjustment not to exceed 5% will automatically be applied to the annual License, Maintenance and Support Fees for each year of the eCourt License Term after the first year.

EXHIBIT C
LICENSE, MAINTENANCE AND SUPPORT AGREEMENT
(the “License Agreement”)

1. DEFINITIONS

1.1 **Application Administrator** is a designated employee or contractor of City responsible for managing the case management system. This role includes communicating with Company staff for support, troubleshooting problems, and coordinating maintenance tasks.

1.2 **Customer Data** means all non-configuration, case-related data entered into, contained in, modified in, or deleted from the Licensed Software, but not the Licensed Software itself.

1.3 **Documentation** includes user, administrative and technical electronic guides which facilitate the use of and relate to the Licensed Software, together with any written product information, instructions, specifications or use guidelines made available by Company.

1.4 **Go Live** means that the Licensed Software is being Used (as defined below) in an operational capacity with operational data in City’s production environment. For the avoidance of doubt, as of the effective date hereof, City has had a Go Live and is using the Licensed Software with operational data in City’s production environment.

1.5 **Licensed Software** means the proprietary computer software program or programs identified in Exhibit B (“LICENSE, MAINTENANCE AND SUPPORT FEES”), together with all related Documentation.

1.6 **License, Maintenance and Support Fees** means the fees to be paid by City to Company annually in advance of each year of the License Term pursuant to Section 2.2.2 (“License, Maintenance and Support Fees”).

1.7 **Loss Event Expenses** means all losses, liabilities, damages, causes of action, claims, demands, expenses, professional services (including fees and costs for attorneys, crisis management, public relations, investigation, and remediation), and breach notification costs arising from, in connection with, or related to any of the following:

- (1) a data security breach involving Customer Data;
- (2) a violation of any law, statute, or regulation related to data security or data privacy involving Customer Data;
- (3) unauthorized access to or acquisition of Customer Data;
- (4) a loss of Customer Data;

- (5) a ransom or cyber extortion demand involving Customer Data;
- (6) misuse of Customer Data; or
- (7) an actual or alleged failure to:
 - (a) provide adequate notice, choice, consent, access, or security regarding Customer Data;
 - (b) take appropriate steps to ensure the accuracy of Customer Data;
 - (c) adequately minimize the collection, processing, use, or retention of Customer Data; or
 - (d) comply with cross-border data transfer laws and regulations regarding Customer Data.

1.8 **Maintenance** means enhancements, upgrades and new releases of the Licensed Software, which includes only those additions and/or modifications to the Licensed Software which (A) enhance functionality and/or performance without fundamentally altering the nature or manner in which the Licensed Software operates, and (B) are made generally available without additional or increased charges to other persons entitled to receive maintenance from Company.

1.9 **Support** means access to technical assistance for the Licensed Software, including support for questions about functionality, the resolution of error messages, bug fixes and troubleshooting.

1.10 **Use or Using** means (i) transferring any portion of the Licensed Software from storage units or media into computer or terminal equipment for utilization or processing; (ii) accessing any portion of the Licensed Software for any purpose (including, without limitation, viewing information already in the Licensed Software); or (iii) merging any Licensed Software in machine readable form into another program.

1.11 **User** means (a) any individual person, computer terminal or computer system (including, without limitation, any workstation, pc/cpu, laptop and wireless or network node) that has been authorized by the City (through a username and password) to use the Licensed Software, or (b) any other non-court government employees who are performing their jobs, or a computer terminal or computer system used by such a person, in each case, interfacing with or accessing the Licensed Software through an interface or its public portal or (c) any individual person who is a member of the general public (including litigants and their attorneys, reporters and interested citizens, but not government employees who are performing their jobs), or a computer terminal or computer system used by such a person, accessing the Licensed Software at any given time for any reason through its public portal (including to file documents electronically or to view information already in or accessible through the Licensed Software).

2. LICENSE

2.1 Grant of License. Upon commencement of the License Term, Company grants to City and City hereby accepts from Company a non-exclusive, non-transferable, personal license to install and Use the Licensed Software; provided, however, that City's rights with respect to the Licensed Software are at all times and in all respects subject to the terms and conditions of this License Agreement. City's authorized Users may Use the Licensed Software only during the License Term and only so long as City has paid the required License, Maintenance and Support Fees for such Users and is not otherwise in default under this License Agreement. This license includes the right to make one copy of the Licensed Software in machine-readable form solely for City's back-up purposes. The Licensed Software is the proprietary information and a trade secret of Company and this License Agreement grants City no title or rights of ownership in the Licensed Software. The Licensed Software is being licensed and not sold to the City. The Licensed Software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws.

2.2 License Term and License, Maintenance and Support Fees.

2.2.1 License Term. The License Term shall commence on the effective date of the overall Agreement. The License Term shall continue coterminous with the term of the overall Agreement as described in Section 2 of the overall Agreement.

2.2.2 License, Maintenance and Support Fees. City shall make payment of the License, Maintenance and Support Fees to Company based on the number of Users and calculated in accordance with Exhibit B, in advance of each applicable year of the License Term, including each year of the original License Term and each one-year extension. City may increase the number of Users at any time upon written notice to Company, which shall be promptly followed by payment reflecting the increased License, Maintenance and Support Fees, calculated according to Exhibit B, and pro-rated for any partial year of the License Term. City may also reduce the number of Users of the Licensed Software, and the commensurate fee payable, but such reduction shall only become effective at the beginning of the following year of the License Term, and the written reduction notice must be given at least sixty (60) days before the next anniversary of the start of the License Term. All sales taxes or similar fees levied on account of payments to Company are the responsibility of City.

2.2.3 Certain Specific Limitations. City shall not, and shall not permit any User or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the Licensed Software, (b) make alterations to or modify the Licensed Software, (c) grant sublicenses, leases or other rights in or to the Licensed Software, or (d) permit any party access to the Licensed Software for purposes of programming against it. City shall be solely responsible for preventing improper, unauthorized, accidental, or unlawful (1) misuse of User accounts for the Licensed Software; (2) changes by the City to the Licensed Software or its database; or (3) software scripts from being added to the Licensed Software or its database by the City. City is also solely responsible for, and shall indemnify, defend, and hold harmless Company

regarding, any Loss Event Expenses that arise from unlawful or accidental access or disclosure of Customer Data that is stored on a computer system, network, server, workstation, PC, desktop, notebook, or mobile device of the City or one of its agents or contractors (other than Company or one of its agents or contractors).

2.2.4 E-Commerce Functionality Fees. If Public Portal is included in the Licensed Software and the e-commerce functionality of Public Portal is utilized, Company shall provide a PCI compliant payment gateway and payment processing functionality. A merchant services agreement will be provided to City upon request. If City requires an alternate payment processor provider, City is responsible for all additional development costs to connect Public Portal with the payment processor provider.

3. MAINTENANCE AND SUPPORT

3.1 Maintenance. Maintenance will be provided for the Licensed Software provided that City has paid the applicable License, Maintenance and Support Fees described in Section 2.2.2, and subject to all of the terms and conditions of this License Agreement. Maintenance for the Licensed Software will be available when the applicable enhancement, upgrade or release is first made generally available to persons entitled to receive Maintenance from Company. For the avoidance of doubt, City elects when it wishes to apply provided Maintenance to the Licensed Software. If City elects not to apply Maintenance such that City is not using one of the two (2) most recent generally available versions of the Licensed Software, and then City requires assistance from Company in applying Maintenance to upgrade to a newer version, any such assistance will be provided pursuant to a Statement of Work.

3.2 Support. Support for the Licensed Software and its Public Portal is available by telephone, e-mail, or internet support forum from 5:00 am to 6:00 pm Mountain time, Monday through Friday, except for federal holidays. Support for interfaces provided by Company using the Licensed Software's application programming interface (API) is available by the same contact methods and during the same times for ninety (90) days following Go Live. Company shall generally provide an initial response within four (4) hours of first contact. Company shall use all reasonable diligence in correcting verifiable and reproducible errors reported to Company. Company shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as "Critical" (meaning an error for which there is no workaround and which causes data loss, affects a mission critical task or poses a possible security risk that could compromise the system), Company shall provide a solution through a service release as soon as possible. Company shall not be responsible for correcting errors in any version of the Licensed Software other than the current version, with the exception of Critical errors, for which a service release will be provided for the most recent previous version as well. Company shall not be responsible for errors caused by hardware limitations or failures, network infrastructure, operating system problems, operator errors or any errors related to processes, interfaces or other software.

3.3 Conditions to Receive Support.

3.3.1 City must designate one or more Application Administrators, each of whom shall be an employee or contractor of City. Only a designated Application Administrator may request Support. It is the responsibility of City to instruct Users to route Support requests through the Application Administrator.

3.3.2 City must maintain a dedicated connection, approved by Company, to the Licensed Software's database and/or application server, with full screen access to the server and full administrative rights to publish information and make changes.

3.3.3 City must maintain all related hardware and software systems required for the operation of the Licensed Software. Minimum System requirements are attached as Attachment 1 ("SYSTEM REQUIREMENTS"). Company shall have no responsibility for configuring, maintaining or upgrading City's operating system, hardware, network, or any other software not provided by Company. Company is not responsible for creating or maintaining database or storage backup files.

3.3.4 City must keep current and have installed the latest generally available version of the Licensed Software or the most recent previous version.

3.3.5 City must provide Company's support personnel with accurate configuration information, screen shots, or other files and documentation as required for each support request.

3.4 Other Support. Services that go beyond routine Support may be provided pursuant to a Statement of Work.

4. WARRANTY

4.1 Licensed Software Warranty. Company warrants that the Licensed Software will perform in all material respects during the License Term in accordance with the applicable user, administrative, and technical electronic guides. Notwithstanding the foregoing, this warranty shall not apply and Company will incur no liability whatsoever if there is or has been (a) the use of any non-current version (or the most recent previous version) of the Licensed Software, (b) the combination of the Licensed Software with any other software not recommended, provided or authorized by Company, (c) modification of the Licensed Software, (d) any use of the Licensed Software in breach of this License Agreement or (e) any failure to satisfy the conditions to receive Support under Section 3.3 ("Conditions to Receive Support") above. If at any time during the License Term the Licensed Software fails to perform according to this warranty, City shall promptly notify Company in writing of such alleged nonconformance, and Company shall provide bug fixes and other Support, but only so long as the alleged nonconformance is not caused by an act of City or any third party not under the control of or authorized by Company. After the bug fixes and Support have been provided, if any such non-performance materially impairs the ability of City to utilize the Licensed Software, City shall have the right, on thirty (30) days' notice, to terminate the license and this License Agreement (with a credit for License,

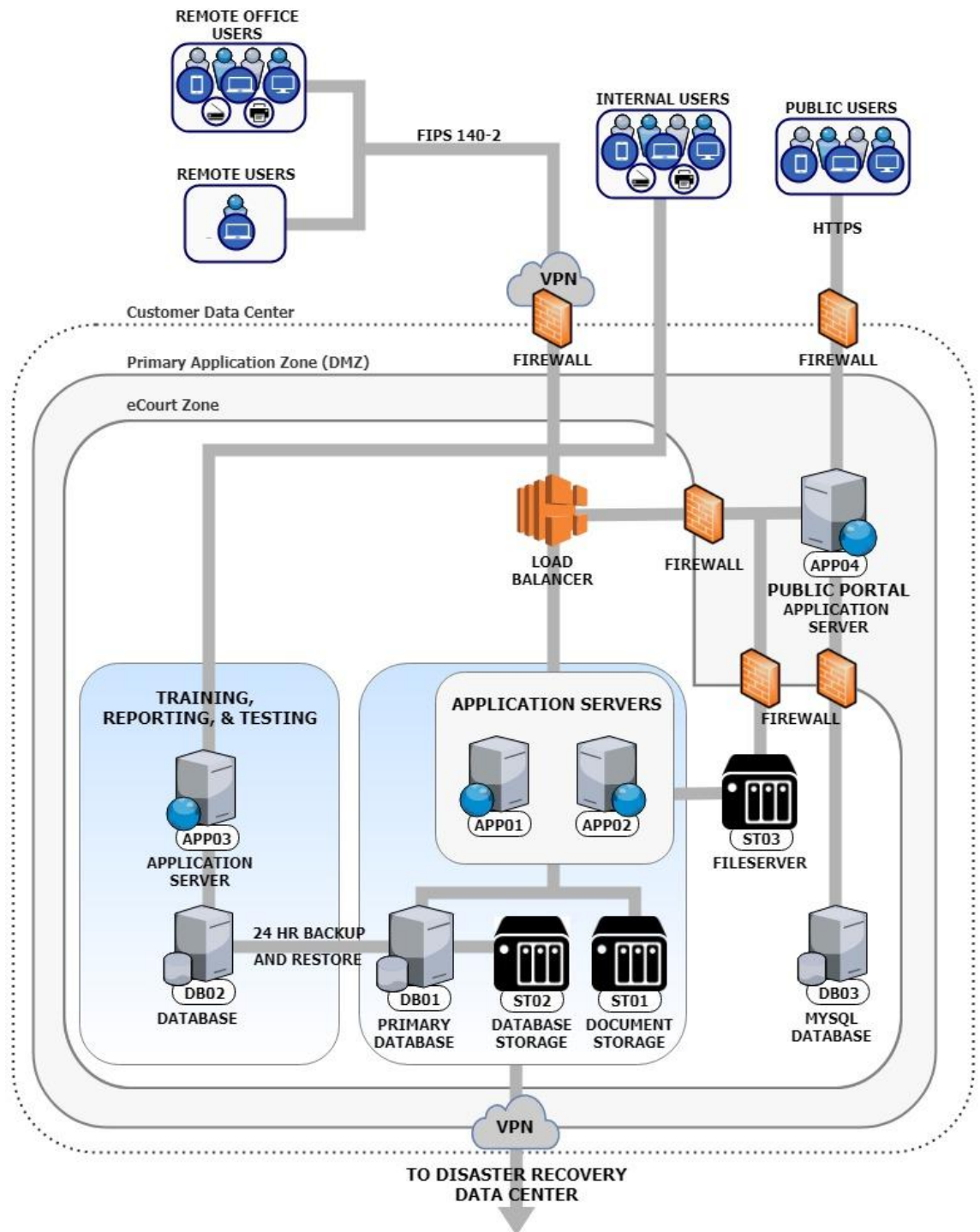
Maintenance and Support Fees paid with respect to the period in which utilization was materially impaired).

4.2 Warranty of Law. Company represents and warrants that to the best of Company's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Company with respect to the Licensed Software or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (iii) Company has full authority to enter into this License Agreement and to consummate the transactions contemplated hereby; and (iv) this License Agreement is not prohibited by any other agreement to which Company is a party or by which it may be bound (the "**Legal Warranty**"). In the event of a breach of the Legal Warranty, Company shall indemnify and hold harmless City from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by City, arising out of or resulting from said breach.

4.3 Warranty of Title. Company further warrants that (i) it has good title to the Licensed Software; (ii) it has the absolute right to license the Licensed Software; (iii) as long as City is not in material default hereunder, City shall be able to quietly and peacefully possess and Use the Licensed Software provided hereunder subject to and in accordance with the provisions of this License Agreement; and (iv) Company shall be responsible for and have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the "**Title Warranty**"). In the event of a breach of the Title Warranty, Company shall indemnify and hold harmless City from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by City, arising out of or resulting from said breach.

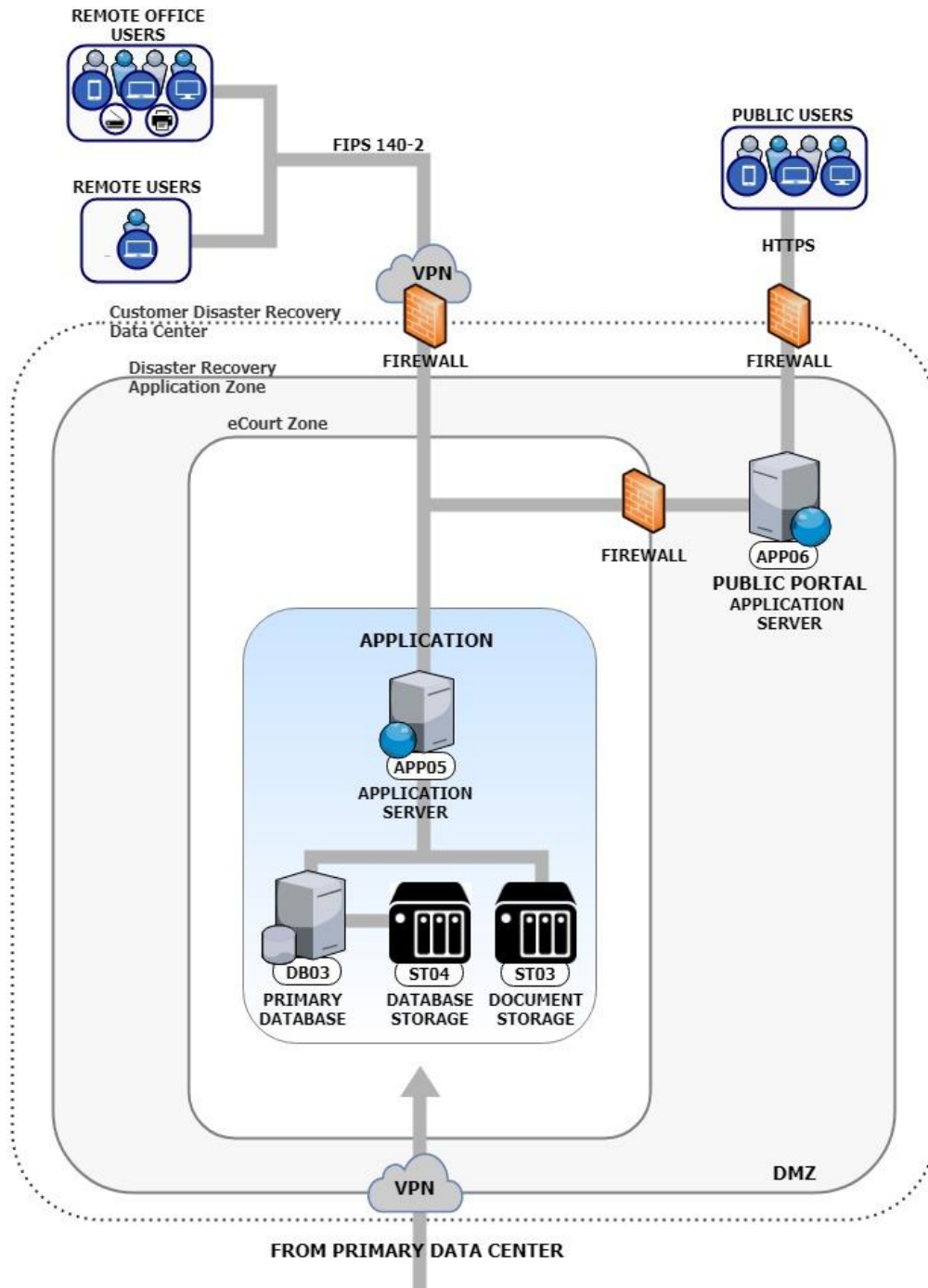
4.4 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS LICENSE AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ATTACHMENT 1 TO EXHIBIT C SAMPLE MINIMAL SYSTEM REQUIREMENTS Customer On-Premise - Primary (51-500 user)



Customer On-Premise - Disaster Recovery

(Off-site)



Data Centers
Sample Hardware/Software Manifest

- *APP01 - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
 - Ubuntu Linux or Windows
 - Tomcat 8
 - Java 8
 - Hazelcast
- *APP02 - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
 - Ubuntu Linux or Windows
 - Tomcat 8
 - Java 8
 - Hazelcast
- APP03 - report/testing/training server (4 CPU / 16 GB RAM / 500 GB HDD / 1Gb NET)
 - Ubuntu Linux or Windows
 - Tomcat 8
 - Java 8
 - Jasper
- APP04 - portal server (2 CPU / 8 GB RAM / 100 GB HDD / 1Gb NET)
 - Ubuntu Linux or Windows
 - Apache or Nginx
- APP05 - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
 - Ubuntu Linux or Windows
 - Tomcat 8
 - Java 8
- APP06 - portal server (2 CPU / 8 GB RAM / 100 GB HDD / 1Gb NET)
 - Ubuntu Linux or Windows
 - Apache or Nginx
- DB01 - db server (8 CPU / 64 GB RAM / 100 GB HDD / 1Gb NET)
 - MS Windows Server 2016
 - MS SQL Server 2016 Enterprise edition
- DB02 - db server (8 CPU / 64 GB RAM / 100 GB HDD / 1Gb NET)
 - MS Windows Server 2016
 - MS SQL Server 2016 Enterprise edition
- ST01 - Document/app server storage device with
 - 1 TB for Documents
 - 500 GB for app server data
 - 100 GB for config mgmt data
 - 500 GB for report server data
- ST02 - Database storage device with
 - 1 TB for DB
- ST03 - Document/app server storage device with
 - 1 TB for Documents
 - 500 GB for app server data
 - 100 GB for config mgmt data

- 500 GB for report server data
- ST04 - Database storage device with
 - 1 TB for DB
- Load balancer
- Firewalls and VPN devices as required

*Additional application and database servers may be added to scale up the solution.



< Business Lookup

License Information:

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

Entity name: JOURNAL TECHNOLOGIES, INC.

Business name: JOURNAL TECHNOLOGIES, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-789-541

Business ID: 001

Location ID: 0001

Location: Active

Location address: 915 E 1ST ST
LOS ANGELES CA 90012-4050

Mailing address: 915 E 1ST ST
LOS ANGELES CA 90012-4050

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

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

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Federal Way General Business - Non-Resident	16-101615-00-			Active	Dec-31-2023	Apr-04-2016
Spokane General Business - Non-Resident	T11052911BUS			Active	Dec-31-2023	Oct-15-2012

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

Governing people	Title
JOURNAL TECHNOLOGIES, INC.	

Registered Trade Names

Registered trade names	Status	First issued
JOURNAL TECHNOLOGIES, INC.	Active	Nov-23-2021



[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/23/2023 8:28:33 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)

2/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bolton Insurance Services LLC 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 6004772	CONTACT NAME: PHONE (A/C. No. Ext): (626) 799-7000 FAX (A/C. No.): (626) 583-2117 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Journal Technologies, Inc. Daily Journal Corporation 915 E. First Street Los Angeles CA 90012	INSURER A: The Hanover Insurance Company 22292	
	INSURER B: Hartford Casualty Insurance Company 29424	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 72925140

REVISION NUMBER:

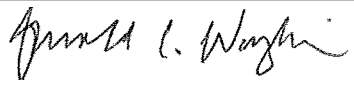
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Deductible \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZH3-H468926-02	1/1/2023	1/1/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	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 NO OWNED AUTOS			AH3-H474940-02	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$0			UH3-H468932-02	1/1/2023	1/1/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			72WEAV5AXX	1/1/2023	1/1/2024	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Errors & Omissions Liability / Cyber and Privacy Security Liability CLAIMS MADE FORM			LH3-H469016-02	1/1/2023	1/1/2024	Limit \$10,000,000 Each Claim Limit: \$10,000,000 Aggregate Retention \$100,000
A	Crime - Employee Theft			ZZ3-H468926-02	1/1/2023	1/1/2024	Limit \$150,000

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

GL Additional Insured applies per 42129150615 attached, only if required by written contract/agreement.
 Additional Insured(s): City of Spokane.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane 808 W Spokane Falls Blvd, 7th Floor, Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Ron Wanglin

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED:**

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.
- b. The insurance afforded to such additional insured described above:
 - (1) Only applies to the extent permitted by law; and
 - (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

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

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance**:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition **3.** "bodily injury" is replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph **2. Exclusions** subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3)**, **(4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS**:

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph **1. Insuring Agreement**, subparagraph **a.(3)(b)** is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph **3.a.** is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions**, subparagraph **g.(2)** is replaced by the following:

g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs **1.b.** and **1.d.** are replaced by the following:

- 1.b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **6. Representations**:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



Agenda Sheet for City Council Meeting of:
05/08/2023

Date Rec'd	4/24/2023
Clerk's File #	OPR 2019-0293
Renews #	

Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	RFP 4481-18
Agenda Item Type	Contract Item	Requisition #	CR# 24884
Agenda Item Name	5300 CARAHSOFT - SALESFORCE LICENSES ANNUAL MAINTENANCE &		

Agenda Wording

Contract with Carahsoft Inc., who provides Salesforce licenses including annual maintenance & support. Contract term to begin May 1, 2023 through April 30, 2024 for a total amount of \$122,663.11 plus sales tax.

Summary (Background)

The Customer Relationship Management (CRM) system is the application used to track citizen engagement, through multiple city entities, including My Spokane-311, Utility Billing, Mayor's Office, Solid Waste Management, City Council and Streets Departments. Carahsoft supplies the Salesforce licensing in support of the City's Customer Relationship Management (CRM). Salesforce was selected and implemented in 2019.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 122,663.11 (plus sales tax)

Select \$

Select \$

Select \$

Budget Account

5300-73300-18850-54820

#

#

#

Approvals

Dept Head SLOON, MICHAEL

Division Director SLOON, MICHAEL

Finance BUSTOS, KIM

Legal HARRINGTON,

For the Mayor KIRK, JESSICA

Additional Approvals

Purchasing NECHANICKY, JASON

Council Notifications

Study Session\Other PIES Committee

Council Sponsor CM Bingle

Distribution List

Accounting - ywang@spokanecity.org

Contract Accounting - ddaniels@spokanecity.org

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Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Kristian.Gaddis@carahsoft.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The 2023 contract term is 05/01/23 - 04/30/24, for a total cost of \$122,663.11 plus sales tax. The 2022 contracted amount was \$111,483.26 plus sales tax. The increase in cost is due to additional licensing and storage.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$		#
Select	\$		#

Distribution List

Committee Agenda Sheet

Public Infrastructure, Environmental & Sustainability (PIES)

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 4/24/2023
Agenda Item Name	5300 – Carahsoft - Salesforce Licenses Annual Maintenance and Support
Summary (Background)	The Customer Relationship Management (CRM) system is the application used to track citizen engagement, through multiple city entities, including My Spokane-311, Utility Billing, Mayor’s Office, Solid Waste Management, City Council and Streets Departments. Carahsoft supplies the Salesforce licensing in support of the City’s Customer Relationship Management (CRM). Salesforce was selected and implemented in 2019. The 2023 contract term is 5/1/23 – 4/30/24, for a total cost of \$122,663.11 plus sales tax. The 2022 contracted amount was \$111,483.26 plus sales tax. The increase in cost is due to additional licensing and storage.
Proposed Council Action & Date:	Pass Council on 5/08/2023
Fiscal Impact: Total Cost: \$117,580.75 plus sales tax. Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring - Annual Specify funding source: 5300-73300-18850-54820 Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring - Annual Other budget impacts:	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Not applicable – annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service in our 311 CRM system.	



City of Spokane
CONTRACT RENEWAL
Title: PURCHASE AND CONTRACT FOR ANNUAL SUPPORT OF SALESFORCE CRM LICENSES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CARASOFT TECHNOLOGY CORPORATION** whose address is 1860 Michael Faraday Drive, Suite 100, Reston, Virginia 20190 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Purchase and Contract for Annual Support of Salesforce CRM Licenses for the City; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated April 26, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on May 1, 2023 and end on April 30, 2024.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED TWENTY-TWO THOUSAND SIX HUNDRED SIXTY-THREE AND 11/100 (\$122,663.11)**, plus tax, in accordance with Company's Quote No. 33972429, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

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

CARASOFT TECHNOLOGY CORP.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A - Certificate of Debarment
- Exhibit B – Carahsoft Technology Corp. Quote No. 33972429

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

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

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

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

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

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

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

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)

EXHIBIT B

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Carlos Plascencia
 Assistant Procurement Specialist
 City of Spokane
 808 West Spokane Falls Boulevard
 7th Floor-City Hall
 Spokane, WA 99201 USA

FROM: Kristian Gaddis
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: cplascencia@spokanecity.org

EMAIL: Kristian.Gaddis@carahsoft.com

PHONE: (509) 625-6399

PHONE: (571) 662-3423

FAX: (703) 871-8505

TERMS: FTIN: 52-2189693
 Shipping Point: FOB Destination
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 UEI: DT8KJHZXVJH5
 Credit Cards: VISA/MasterCard/AMEX
 Sales Tax May Apply

QUOTE NO: 33972429
QUOTE DATE: 05/18/2022
QUOTE EXPIRES: 05/10/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$122,663.11

WA Tax \$11,039.68

TOTAL QUOTE: \$133,702.79

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0092	Service Cloud Enterprise Edition Start Date: 05/01/2023 End Date: 04/30/2024		\$1,694.12 OM	55	\$93,176.60
2	121-0130	Customer Community - Logins Start Date: 05/01/2023 End Date: 04/30/2024		\$9.43 OM	1001	\$9,439.43
3	121-0094	Knowledge Start Date: 05/01/2023 End Date: 04/30/2024		\$847.06 OM	2	\$1,694.12
4	121-0225	Heroku - 1 Dyno Unit Start Date: 05/01/2023 End Date: 04/30/2024		\$508.24 OM	5	\$2,541.20
5	205-0043	Live Agent Start Date: 05/01/2023 End Date: 04/30/2024		\$847.06 OM	12	\$10,164.72
6	121-0197	Data Storage (500 MB) (price is per org) Start Date: 05/01/2023 End Date: 04/30/2024		\$1,411.76 OM	4	\$5,647.04
SUBTOTAL:						\$122,663.11

TOTAL PRICE: \$122,663.11
WA Tax: \$11,039.68

TOTAL QUOTE: \$133,702.79

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
----------	----------	-------------	---	-------------	-----	----------------

****Carahsoft Quote #33972429 must be included on the PO****

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will not exceed 5% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Heroku - 1 Dyno

Each Heroku - 1 Dyno Unit (Per Month) subscription includes 750 Dyno hours per month. Customer understands that the above limitation is contractual in nature (i.e., this limitation is not enforced in the Services as a technical matter) and therefore agrees to strictly review its Users' use of such subscriptions and enforce such limitation. SFDC may review Customer's use of such subscriptions at any time through the Services. If in any calendar month, Customer exceeds its permitted number of Dyno hours, SFDC reserves the right to charge Customer list price for as many additional Heroku - 1 Dyno Unit (Per Month) needed to cover all Dyno hours consumed in excess of the permitted number of Dyno hours. Such additional fees will be charged to Customer monthly in arrears via the billing or payment method specified above. Customer must reference Quote number and Contract # on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will not exceed 5% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties

Licensee agrees that any order for Salesforce Services will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms, copies of which are found at <https://carah.io/SFDC-TOU> and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Quotes (and their Contract Vehicle), (2) the TOU, and (3) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

Product Terms Directory: <http://carah.io/Product-Terms-Directory>

Help & Training: <http://carah.io/Help>

Government Cloud Plus: <http://www.carahsoft.com/government-cloud-terms>

A list of currently available FedRAMP/IL4 Authorized Salesforce products can be found here:

https://help.salesforce.com/articleView?id=000270080&language=en_US&type=1



< Business Lookup

License Information:

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

Entity name: CARAHSOFT TECHNOLOGY CORPORATION

Business name: CARAHSOFT CORPORATION

Entity type: Profit Corporation

UBI #: 603-053-226

Business ID: 001

Location ID: 0002

Location: Active

Location address: 113 TAZEWELL AVE
CAPE CHARLES VA 23310-3129

Mailing address: 11493 SUNSET HILLS RD
STE 100
RESTON VA 20190-5230

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

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

Endorsements

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
Spokane General Business - Non-Resident				Active	Oct-31-2023	Jun-26-2018

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

Governing people	Title
ABOD, CRAIG P	
MOORE, ROBERT	
SMITH, KRISTINA	
SZCZEPANEK, JILLIAN	

[View Additional Locations](#)



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)

4/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

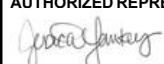
PRODUCER Marsh & McLennan Agency LLC 5500 Cherokee Avenue, Suite 300 Alexandria VA 22312	CONTACT NAME: PHONE (A/C. No. Ext): 800-274-0268		FAX (A/C. No.):
	E-MAIL ADDRESS: certificates@MarshMMA.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Lloyds Syndicate 2623/623			55555
INSURER B: The Cincinnati Insurance Company			10677
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 714071367 **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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		ENP0651059	4/19/2023	4/19/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		ENP0651059	4/19/2023	4/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ENP0651059	4/19/2023	4/19/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber & Professional Liability			W301BF210101	8/27/2022	8/27/2023	\$5,000,000 Occ/Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Spokane and its subsidiaries are Additional Insured with regard to General Liability ATIMA.

CERTIFICATE HOLDER City of Spokane 808 W Spokane Falls Blvd Spokane WA 99201	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 
--	---

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

April 25, 2023

City of Spokane
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201

Account Information:

Policy Holder Details :	CARASOFT TECHNOLOGY CORP
--------------------------------	---------------------------------



Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 AUTOMATIC DATA PROCESSING INS AGCY 76250717 71 HANOVER ROAD FLORHAM PARK NJ 07932	CONTACT NAME:	
	PHONE (800) 524-7024 (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hartford Fire and Its P&C Affiliates	NAIC# 00914
INSURED CARASOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON VA 20190-5230	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE	
							AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	76 WEG ZJ6798	04/19/2023	04/19/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE -EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Spokane
 808 W SPOKANE FALLS BLVD
 SPOKANE WA 99201

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

Susan S. Castaneda

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Agenda Sheet for City Council Meeting of:

05/08/2023

Date Rec'd	4/26/2023
Clerk's File #	OPR 2023-0471
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	CORIN MORSE 625-6855
Contact E-Mail	CMORSE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	APPLICANT QUALIFICATION VERIFICATION SERVICES FOR UTILITY RELIEF

Agenda Wording

The RFP process and scoring resulted in a Notice of Intent to Award Contract in favor of SNAP. This is a request to approve the Contract for the City to begin assisting utility customers as of May, 2023.

Summary (Background)

The Public Works Division continues to work with customers who are delinquent on their City utility bills due to the pandemic. The City issued an RFP for agencies who would be willing to establish and manage a program to determine if customers meet qualifications for assistance by submitting applications to a 3rd part to qualify. Households must have income levels at or below 300% of Federal Poverty Guidelines (FPG) or 65% of current Area Median Income (AMI).

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 352,000.00

Select \$

Select \$

Select \$

Budget Account

5200-30210-38141-54201-99999

#

#

#

Approvals

Dept Head	FEIST, MARLENE
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON, MARGARET
For the Mayor	SMITHSON, LYNDEN

Council Notifications

Study Session\Other	PIES 04/24/2023
Council Sponsor	Council Member Kinnear

Distribution List

mfeist@spokanecity.org

Additional Approvals

Purchasing

MEMORANDUM OF UNDERSTANDING & AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING and AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as (“City”), and **SPOKANE NEIGHBORHOOD ACTION PROGRAM**, a 501(c)(3) non-profit corporation, whose address is 3102 W. Whistalks Way, Spokane, Washington 99224, as (“**SNAP**”).

WHEREAS, the Washington State Constitution Article 8, Section 7 permits “support of the poor or infirmed; and

WHEREAS, the City currently provides limited available financial assistance to low-income persons having difficulties paying their City utility bills through the Utility Bill Relief Program.

WHEREAS, the City, through its Utility Billing Office initiated a Request for Proposals (hereinafter “RFP”). The City sought out a Firm to establish and manage a program for applicant qualification verification services to provide transparent and fair utility bill cost relief to City customers. City utility customers will submit applications seeking COVID relief funds to mitigate past due utility bill amounts. The source for this relief funding is American Rescue Plan Act (ARPA) funds and City utilities funds. The available funds for this program for distribution to qualifying utilities customers is \$1,600,000.00 and is intended to assist City low-income household utility customers to achieve stability with past due balances. The program may be continued and expanded for additional relief assistance programs if a need is determined by the City.

WHEREAS, Spokane Neighborhood Action Program (SNAP) currently operates the Project Share Program for energy bill assistance and has the desire, experience, and capability to assist the City in this partnership endeavor;

-- Now, Therefore,

The Parties hereby agree as follows:

1. RESPONSIBILITIES OF SNAP. SNAP will qualify and confirm low-income households to identify recipients of the City’s Utility Bill Relief Fund as follows:
 - a. Conduct eligibility assessment for all clients identifying as a City of Spokane utilities customer needing assistance pursuant to the CRITERIA.
 - b. Review intake forms and application for criteria eligibility.
 - c. Confirm all necessary supporting documentation for applications.
 - d. Verify that applicants and potential applicants meet criteria and qualify as a low-income household as defined in Section 3, Criteria.
 - e. Ensure consistent and timely communication and coordination with City staff.
 - f. Submit an intake list of approved applicants to the City within two (2) weeks from application submittal.

- g. Once customer is approved for Utility Bill Relief assistance, contact the City utility billing section via electronic listing of customer(s) approved for assistance.
- h. Vendor Report of names, amounts, and approvals to/from SNAP.
- i. Create and provide additional reports as requested.
- j. Provide the City on a monthly basis regular data on number of applicants, awards given, and total amount awarded.
- k. Provide an invoice based on the total awards granted during the prior full month period.
- l. Maintain the confidentiality of financial and other personal information provided by customers.

2. RESPONSIBILITIES OF THE CITY.

- a. Provide Utility Bill Relief customer eligibility requirements in the form of Program Guidelines.
- b. Make adjustment on approved customer accounts upon receipt of verification list from SNAP.
- c. Confirm and verify recipient is City utility customer and services received, i.e. water, sewer, and/or solid waste service.
- d. Maintain the Utility Bill Relief Funds in a separate account within the City Utility Billing Office.
- e. City contributions toward the program will be impacted by funds available in the Utility Bill Relief program. The City will advise SNAP on the availability of funds for the program, based on weekly award data.

3. INCOME.

Verify that applicants and potential applicants meet criteria including the household must have income level at or below 300% of current Federal Poverty Guidelines (FPG) as is determined by the U.S. Department of Health and Human Services, or 65% of current Area Median Income (AMI) as is determined by the U.S. Census Bureau.

4. CRITERIA.

- a. All qualifying applicants of Utility Bill Relief Funds must be a City of Spokane residential Utility customer. Award is limited to City utilities services only.
- b. The credit shall apply only to utility charges for services to a residence.

- c. The applicant may be a property owner or renter, current or former that incurred a past due balance of greater than thirty (30) days for a specific City of Spokane residential service location where utilities services were provided.
 - d. The balance must be at least thirty (30) days past due to qualify.
 - e. The maximum award per service location is to be reviewed for approval by the City if to exceed \$3,000.00, exceptions must be approved by the City.
 - f. Award will be a credit on the City utility bill against charges incurred.
4. TERM. This Memorandum and Agreement shall begin on May 1, 2023, and shall end April 30, 2026. The Parties, by mutual written agreement, may extend this Memorandum and Agreement for two (2) additional one year contract periods not to exceed five (5) years.
5. COMPENSATION. The City agrees to compensate SNAP an amount equal to 22% of the awards provided to City utility customers.
6. TERMINATION. Either party may terminate this memorandum, with or without cause, by sixty (60) days' written notice to the other party.
7. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor – employer relationship will be created by this agreement.
9. INDEMNIFICATION.
- a. SNAP shall indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of SNAP's performance of this memorandum, except to the extent of those claims arising from the negligence of the City, its officers and employees.
 - b. The City shall indemnify and hold harmless SNAP, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the City's performance of this memorandum, except to the extent of those claims arising from the negligence of SNAP, its officers and employees.
10. INSURANCE. During the term of the memorandum, SNAP shall maintain in force at its own expense, the following types and amounts of insurance:
- 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;
 - 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
 - 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 owned, hired or non-owned vehicles.

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 SNAP or its insurer(s) to the City. As evidence of the insurance coverage's required by this memorandum, SNAP shall furnish an acceptable insurance certificate to the City at the time SNAP returns the signed memorandum.

11. 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 memorandum because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

12. 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 memorandum shall have or acquire any interest in the memorandum, 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 memorandum.

13. AUDIT / RECORDS. SNAP shall maintain for a minimum of three (3) years following the term of this memorandum all records related to its performance of the memorandum. SNAP shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such record.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

SNAP

By: _____

Title: _____

City of Spokane Business License No.

Email Address, if available:

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainable Development

Submitting Department	Public Works and Utilities
Contact Name & Phone	Marlene Feist, (509) 625-6505
Contact Email	mfeist@spokanecity.org
Council Sponsor(s)	Council Member Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 Minutes
Agenda Item Name	Applicant Qualification Verification Services for Utility Relief
Summary (Background)	<p>The Public Works Division is continuing to work with customers who are delinquent on their City utility bills due to the pandemic. Our next step is to work with customers who may qualify for assistance, but who we were unable to identify through our own data.</p> <p>The City issued an RFP for agencies who would be willing to establish and manage a program to determine if customers meet qualifications for assistance. City utility customers will be able to submit applications seeking COVID relief funds to mitigate past due utility bill amounts.</p> <p>The vendor will use the requirements for assistance that are outlined in the ARPA guidance; households must have income levels at or below 300% of the current Federal Poverty Guidelines (FPG) as determined by the US Department of Health and Human Services or 65% of current Area Median Income (AMI) as determined by the US Census Bureau.</p> <p>The contract will be for the administrative costs of operating the program and will depend on the vendor selected and the amount distributed to qualifying customers. Funding available to help customers is in an amount of up to \$1.6 million, including both ARPA and City utility funds. The City's utilities will pay for the administrative costs.</p> <p>The City's goals with this work include to:</p> <ul style="list-style-type: none"> • Reduce the number of households facing housing insecurity due to accumulated bills. • Reduce the number of households sent to collections for past-due bills. • Reduce the number of households facing water utility shutoffs. • Reduce the negative health impacts of prolonged stress due to negative pandemic impacts.
Proposed Council Action & Date:	Contract Approval, May 2023
Fiscal Impact: Total Cost: <u>TBD</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

Funding Source One-time Recurring

Specify funding source:

Expense Occurrence One-time Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

Utility Bill assistance will be available based on ARPA guidance.

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?

All customers who receive assistance will meet income-level need as defined by ARPA guidance.

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

Ongoing review of delinquencies.

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

This work is consistent with efforts to provide COVID emergency support for Spokane Citizens and Utility Customers.

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

05/08/2023

Date Rec'd

4/25/2023

Clerk's File #

OPR 2023-0078

Renews #**Submitting Dept**

ACCOUNTING

Cross Ref #**Contact Name/Phone**

MICHELLE MURRAY 625-6320

Project #**Contact E-Mail**

MMURRAY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

5600-ACCOUNTING-SMALL BUSINESS ASSISTANCE AWARDS ROUND 1 EXTENSION

Agenda Wording

Approve award recommendations for small business assistance.

Summary (Background)

On November 22, 2022 the City issued a Notice of Funding for availability of \$2,500,000 in round 1. Applications closed on December 21, 2022 and a total of \$1,351,327.17 was awarded to 38 local small business. The application was then extended to allow parameters of increased expenses during COVID. The extension of Round 1 resulted in 28 organizations being conditionally awarded in the amount of \$710,479.43 for a total of \$2,061,806.6 being awarded in Round 1.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

MURRAY, MICHELLE

Study Session\OtherF&A Committee
4/17/2023**Division Director**

WALLACE, TONYA

Council SponsorCM Stratton & CM
Wilkerson**Finance**

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

KIRK, JESSICA

Additional Approvals**Purchasing**

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Accounting
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org
Council Sponsor(s)	CM Stratton & CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Small Business Assistance Awards Round 1 Extension
Summary (Background)	On August 8, 2022 City Council approved Tranche 3 of the ARPA Allocation that allocated \$5,000,000 to small business entities inside the City limits. On November 22, 2022 the City issued a Notice of Funding for availability of \$2,500,000 in round 1. Applications closed on December 21, 2022 and a total of \$1,351,327.17 was awarded to 38 local small business. The application was then extended to allow parameters of increased expenses during COVID. The extension of Round 1 resulted in 28 organizations being conditionally awarded in the amount of \$710,479.43 for a total of \$2,061,806.6 being awarded in Round 1. The ARPA Accounting team would like to finalize the recommendations for these awards and receive funding as listed.
Proposed Council Action	Approve award recommendations
Fiscal Impact	
Total Cost: <u>\$710,479.43</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: American Rescue Plan Act	
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? Local small businesses would further struggle in their recovery from the COVID pandemic.	
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? Aiding small business in recovering from COVID 19.	

ARPA

Assistance to Small Business

Extension to Round 1

- Total Applications Completed: 48
- ARPA Funds Requested: \$1,712,764.21
- ARPA Funds *Conditionally* Awarded: \$710,479.43
- Total Awarded: 28
- Applications Rejected: 21
 - No revenue loss or Increased Exp: 12
 - Opened 2020: 3
 - Avg revenue over 1m: 3
 - Nonprofit applied: 1

Application Changes

- Applicants could apply based on Increased Expenses and/or Revenue loss.
- Revenue loss calculated by using the organizations pre pandemic efficiency ratio average (2018/2019) and applying that to 2020/2021 financial numbers. (Efficiency ratio is calculated by taking reported expenses and COGS divided by Revenue.)
- This metric was used because expenses, as a percentage of revenues, should stay relatively consistent. If there are increased expenses that are attributable to the pandemic, the revenue would not increase accordingly.

March 20th 2023

ARPA Coordinator: Caleb Stanton



Awarded Organizations

#	Case #	Organization	Approved Amount
1	30400	BIBO LEE, INC	\$45,000.00
2	30461	Spokane Realtor Pro LLC	\$45,000.00
3	30451	TMR TRUCKING llc	\$45,000.00
4	30380	P & M Pies Inc	\$2,272.50
5	30201	Happy Trails to Brews LLC	\$8,848.21
6	30251	Tajargon USA LLC	\$2,891.24
7	30311	Infinity Fitness Inc	\$29,156.33
8	30482	HOLLY'S NAILS LLC	\$45,000.00
9	30421	Averson Creative LLC	\$39,889.57
10	30240	Mountain Lakes Brewing Company, LLC	\$41,856.80
11	30297	TAQUERIA FIESTA BRAVA, LLC	\$45,000.00
12	30468	THE LEARNING PROJECT NETWORK LLC	\$354.62
13	30406	Local Legendz llc	\$25,300.00
14	30501	RT Consulting & Accounting, LLC	\$9,548.38
15	30505	I Want a Cat Right Meow LLC	\$3,841.00
16	30330	Garland Resale Boutique	\$36,681.00
17	30488	Top Nails	\$35,227.00
18	30427	Electrical Service Products, Inc	\$9,920.52
19	30517	ACADEMY DIRECTOR	\$11,783.00
20	30357	KINJA JAPANESE RESTAURANT	\$5,322.38
21	30412	D-Mac Construction LLC	\$44,882.82
22	30278	AT PARR OUTPATIENT SERVICES, llc	\$21,786.19
23	30259	THE CREATIVE CATCH LLC	\$8,387.00
24	30528	Treatment LLC	\$45,000.00
25	30526	Fellow Coworking LLC	\$5,433.52
26	30516	tmr construction LLC	\$7,097.35
27	30529	Pro Nails Spa and Waxing	\$45,000.00
28	30525	REGAL NAILS LLC	\$45,000.00

\$710,479.43

Grand Total

****11 Organizations denied in round 1 that were awarded in the Extension.***

****4 Organizations denied in round 1 and Extension.***

ARPA

Assistance to Small Business

Extension to Round 1

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March 20th 2023

ARPA Coordinator: Caleb Stanton



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\$710,479.43

Grand Total

****11 Organizations denied in round 1 that were awarded in the Extension.***

****4 Organizations denied in round 1 and Extension.***



Agenda Sheet for City Council Meeting of:

05/08/2023

Date Rec'd	4/19/2023
Clerk's File #	OPR 2023-0472
Renews #	
Cross Ref #	OPR 2021-0784
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	5900 NEW UTILITY ACCESS/UTILITY EASEMENT AGREEMENT WITH AMERICAN TOWER

Agenda Wording

A new access agreement allowing for the continuation of access to an existing cell tower near Dwight Merkel Sports Complex.

Summary (Background)

The Facilities Department has negotiated a new access agreement allowing for the continuation of access to an existing cell tower near the Dwight Merkel Sports Complex. This agreement takes advantage of the existing driveway alignment to facilitate American Tower's needs and provide a simple access easement to the existing tower. Parcel 26344.0020 and parcel 26341.0018.

Lease? YES Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

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	UE April 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 Utility Access / Utility Easement Agreement American Tower
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	The Facilities Department has negotiated a new access agreement allowing for the continuation of access to an existing cell tower near the Dwight Merkel Sports Complex. This agreement takes advantage of the existing driveway alignment to facilitate American Towers needs and provide a simple access easement to the existing tower.
Proposed Council Action	Approval of Easement
Fiscal Impact Total Cost: <u>\$NA</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) 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;">NA – This easement language provides a new access route to an existing cell tower, not creating or reducing any opportunities</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;">NA – This easement language provides a new access route to an existing cell tower, not creating or reducing any opportunities</p>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

NA – This easement language provides a new access route to an existing cell tower, not creating or reducing any 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 – This easement language provides a new access route to an existing cell tower, not creating or reducing any opportunities

Prepared by and Return to:
Attorney Emily Lacy, Land Management
c/o American Tower
10 Presidential Way
Woburn, MA 01801
Site No: 83091
Site Name: VETERAN'S HOSPITAL

(Recorder's Use Above this Line)

STATE OF WASHINGTON

Tax Parcel ID No: 26344.0020

COUNTY OF SPOKANE

INGRESS, EGRESS AND UTILITY EASEMENT AGREEMENT

This INGRESS, EGRESS AND UTILITY EASEMENT AGREEMENT (this "**Agreement**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Spokane**, a municipal corporation of the State of Washington ("**Grantor**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Grantee**") (Grantor and Grantee being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Grantor is the owner of that certain real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Grantee owns, operates or otherwise manages a communications facility on land adjacent to the Parent Parcel (the "**Tower Parcel**"); and

WHEREAS, Grantor desires to convey to Grantee, and Grantee desires to accept from Grantor an easement for ingress, egress and utilities in, on, over and through that portion of the Parent Parcel more particularly described on **Exhibit B** attached hereto and by this reference made a part hereof (the "**Easement Area**") for the scope and purposes set forth below; and

WHEREAS, Grantee and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with **American Tower Delaware Corporation**, a Delaware corporation and/or its parents, affiliates and subsidiaries ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the communications facility on the Tower Parcel, all as more particularly described therein; and

ATC Site No: 83091
PV Code 494 / VzW Contract No: 12415
Site Name: VETERAN'S HOSPITAL

WHEREAS, Grantee has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Easement.** Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants, bargains, sells, transfers and conveys to Grantee, its successors and/or assigns, a non-exclusive easement (the "**Easement**") in, on, over and through the Easement Area for the purposes set forth herein and shall expressly include that portion of the Parent Parcel upon which any of Grantee's fixtures, structures, equipment or other personal property are located, if any, as of the Effective Date. Grantor hereby acknowledges and agrees that Grantee shall have the right, at Grantee's sole cost and expense, exercisable by Grantee at any time during the Term (as defined below), to replace, in whole or in part, the description(s) of the Easement Area set forth on **Exhibit B** with a legal description or legal descriptions based upon an as-built survey.
2. **Duration.** The duration of this Agreement and the Easement granted herein (the "**Term**") shall commence as of October 1, 2021 and shall be in effect for a period of **twenty (20)** years unless Grantee provides written, recordable notice of Grantee's intent to terminate this Agreement and the Easement herein, in which event this Agreement, the Easement, and all obligations of the Parties hereunder shall terminate upon Grantee's recordation of any such notice.
3. **Use of Easement Area.** The Easement shall be used by Grantee and any of its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the "**Permitted Parties**") (i) for pedestrian and vehicular (including, without limitation, trucks and other construction vehicles and equipment) ingress and egress to and from the Tower Parcel at all times during the Term on a seven (7) days a week, twenty-four (24) hours per day basis and (ii) to construct, reconstruct, add, install, improve, enlarge, operate, maintain, repair, and remove overhead and underground utilities, including, without limitation, electric, water, gas, sewer, telephone, fiber and data transmission lines (including wires, poles, guys, cables, conduits and appurtenant equipment) in, on, or under the Easement Area in order to connect the same to utility lines and other related infrastructure and improvements located in a publicly dedicated right of way. Each of the Parties agrees to repair promptly any damage to the Easement Area caused by or resulting from the use of the Easement Area by it or its affiliates, customers, tenants, subtenants, lessees, licensees, and contractors, together with any of the employees, contractors, consultants, and/or agents of the foregoing. Grantor and its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns, together with any of the employees, contractors, consultants, and/or agents of the foregoing, shall not take any action, or fail to take any action, which shall interfere with, disturb, impede, limit, compromise, and/or diminish use of the Easement by Grantee or any of the other Permitted Parties as provided in this Agreement.
4. **Consideration.** Grantor hereby acknowledges the receipt, contemporaneously with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term.

5. **Assignment.** Grantee may assign this Agreement, in whole or in part, to any person or entity at any time without the prior written consent of Grantor, which assignment will be effective upon providing notice of such assignment or transfer to Grantor.
6. **Binding Effect.** The rights, covenants and agreement contained herein shall run with the land and shall bind and benefit the Parties hereto and their respective transferees, successors, assigns and any person claiming by, through or under either party to this Agreement.
7. **Miscellaneous.** This Agreement shall be recorded at the sole expense of Grantee and shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Parent Parcel is situated, without regard to the conflicts of laws provisions of such State or Commonwealth. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or intent of this Agreement. This Agreement and any other documents executed in connection herewith, constitute the entire understanding between the Parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the Parties hereto.
8. **Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Grantor and Grantee are not signatories to the original or the same counterpart.
9. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Grantor at: CITY OF SPOKANE, City Hall, Fourth Floor, 808 W. Spokane Falls Blvd., Spokane, WA 99201; to Grantee at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

[END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

GRANTOR:

WITNESSES:

City of Spokane

Signature: _____

By: _____

Its: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Acknowledgment

GRANTOR

State/Commonwealth of _____)

) ss:

County of _____)

On this the ____ day of _____ 202__, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

Notary Public

My Commission Expires: _____

{Seal}

GRANTEE:

WITNESSES:

Cellco Partnership d/b/a Verizon Wireless

By: American Tower Delaware Corporation,

a Delaware corporation

Title: Attorney-in-Fact

Signature: _____

By: _____

Its: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Acknowledgement

Commonwealth of Massachusetts

County of Middlesex

On this the ____ day of _____ 202__, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

{Seal}

Attachments:

Exhibit "A" – Parent Parcel

Exhibit "B" – Easement Area

EXHIBIT A

PARENT PARCEL

Grantee shall have the right to replace this Exhibit A with a description obtained from the vesting deed (or deeds) into Grantor that include the land area encompassed by the Easement Area

The Parent Parcel consists of the entire legal taxable lot owned by Grantor as described in a deed (or deeds) to Grantor of which the Easement Area is a part thereof with such Parent Parcel being described below:

The following described property situate in the City of Spokane, County of Spokane, State of Washington, to wit:

The Southeast quarter of Section 34, Township 26 North, Range 42 East, of the Willamette Meridian, Except the East 1206 feet of the South 2097.75 feet thereof.

LESS AND EXCEPT

That portion of Southeast $\frac{1}{4}$, Section 34, Township 26 North, Range 42 East, W.M., City of Spokane, County of Spokane, State of Washington, and being a portion of the Quitclaim Deed to the City of Spokane filed in Book 577 at Pages 52-56 as Instrument No. 852719A on 10/27/1948, more particularly described as follows:

Commencing at the WSDOT brass disk survey monument designated as GP32291-70, which bears North $87^{\circ}13'35''$ East a distance of 2626.24 feet along Francis Avenue (SR-291) from the WSDOT brass disk survey monument designated as GP32291-73 near the intersection with Nine Mile Road;

Thence South $19^{\circ}56'54''$ West a distance of 5715.91 feet, to a brass pin in 2" iron pipe set in a monument case at the Southeast corner of said Section 34;

Thence along the East line of said Section 34, North $02^{\circ}22'55''$ West a distance of 2639.03 feet, to a brass pin in 2" iron pipe set in a monument case at the East $\frac{1}{4}$ corner of said Section 34 as shown on the Record of Survey filed in Book 108 at Page 2 as Instrument No. 4967520 on 9/23/2003 and also shown on the Record of Survey filed in Book 140 at Pages 61-63 as Instrument No. 5883541 on 3/15/2010; thence along the North line of Southeast $\frac{1}{4}$ of said Section 34, South $87^{\circ}59'27''$ West a distance of 30.00 feet to the West right-of-way line of Assembly Street;

Thence continuing along the North line of the Southeast $\frac{1}{4}$ of said Section 34, South $87^{\circ}59'27''$ West a distance of 109.20 feet;

Thence along the East line of the proposed Transit Center Easement, the following courses:

1. South $01^{\circ}36'27''$ West a distance of 106.11 feet;
2. Thence South $15^{\circ}27'51''$ West a distance of 99.40 feet;
3. Thence South $29^{\circ}19'15''$ West a distance of 100.69 feet

(continued on next page).

EXHIBIT A (Continued)

Thence along the West line of the Fire Station Site, and the Northerly prolongation thereof, as shown on the Record of Survey filed in Book 47 at Page 56 as Instrument No. 9104010215 in 1991, South 02°22'41" East a distance of 255.03 feet;

Thence along the South line of said Instrument No. 852719A, South 87°52'16" West a distance of 976.02 feet, to an angle point shown on said Record of Survey filed in Book 108 at Page 2;

Thence along the East line of said Instrument No. 852719A, South 02°22'55" East a distance of 2062.74 feet, to the North right-of-way line of Wellesley Avenue as shown on said Records of Survey filed in Book 108 at Page 2 and also in Book 140 at Pages 61-63;

Thence along the North right-of-way of Wellesley Avenue, South 87°52'16" West a distance of 65.00 feet to the true point of beginning;

Thence continuing along said line South 87°52'16" West a distance of 1079.26 feet to a point which lies 40 feet distant and parallel with the East line of Parcel B as shown on the Record of Survey filed in Book 33 at Page 64 as Instrument No. 8501230163 on 1/29/1985;

Thence North 11°15'23" East along said line a distance of 395.49 feet to a point which lies 82.50 feet distant from and parallel with the East line of Parcel A as shown on the Record of Survey filed in Book 33 at page 64 as Instrument No. 8501230163 on 1/29/1985;

Thence North 02°15'08" West, along a said line a distance of 480.89 feet;

Thence North 87°52'16" East along a line which is 865.63 feet distant and parallel with the North right-f-way line of Wellesley Avenue, a distance of 984.92 feet to a point which lies 65 feet distant from and parallel with the East line of said Instrument No. 852719A;

Thence South 02°22'55" East along said line, a distance of 865.64 feet to the True Point of Beginning.

ALSO LESS AND EXCEPT

That portion of Southeast ¼, Section 34, Township 26 North, Range 42 East, W.M., City of Spokane, County of Spokane, State of Washington, and being a portion of the Quitclaim Deed to the City of Spokane filed in Book 577 at Pages 52-56 as Instrument No. 852719A on 10/27/1948, more particularly described as follows:

Commencing at the WSDOT brass disk survey monument designated as GP32291-70, which bears North 87°13'35" East a distance of 2626.24 feet along Francis Avenue (SR-291) from the WSDOT brass disk survey monument designated as GP32291-73 near the intersection with Nine Mile Road;

Thence South 19°56'54" West a distance of 5715.91 feet, to a brass pin in 2" iron pipe set in a monument case at the Southeast corner of said Section 34;

(continued on next page).

EXHIBIT A (Continued)

Thence along the East line of said Section 34, North 02°22'55" West a distance of 2639.03 feet, to a brass pin in 2" iron pipe set in a monument case at the East ¼ corner of said Section 34 as shown on the Record of Survey filed in Book 108 at Page 2 as Instrument No. 4967520 on 9/23/2003 and also shown on the Record of Survey filed in Book 140 at Pages 61-63 as Instrument No. 5883541 on 3/15/2010; thence along the North line of Southeast ¼ of said Section 34, South 87°59'27" West a distance of 30.00 feet to the West right-of-way line of Assembly Street;

Thence continuing along the North line of the Southeast ¼ of said Section 34, South 87°59'27" West a distance of 109.20 feet;

Thence along the East line of the proposed Transit Center Easement, the following courses:

1. South 01°36'27" West a distance of 106.11 feet;
2. Thence South 15°27'51" West a distance of 99.40 feet;
3. Thence South 29°19'15" West a distance of 100.69 feet

Thence along the West line of the Fire Station Site, and the Northerly prolongation thereof, as shown on the Record of Survey filed in Book 47 at Page 56 as Instrument No. 9104010215 in 1991, South 02°22'41" East a distance of 255.03 feet;

Thence along the South line of said Instrument No. 852719A, South 87°52'16" West a distance of 976.02 feet, to an angle point shown on said Record of Survey filed in Book 108 at Page 2;

Thence along the East line of said Instrument No. 852719A, South 02°22'55" East a distance of 2062.74 feet, to the North right-of-way line of Wellesley Avenue as shown on said Records of Survey filed in Book 108 at Page 2 and also in Book 140 at Pages 61-63;

Thence along the North right-of-way of Wellesley Avenue, South 87°52'16" West a distance of 65.00 feet;

Thence North 02°22'55" West along a line which is 65 feet distant from and parallel with the East line of said Instrument No. 852719A, a distance of 865.64 feet to a point which is, 865.63 feet distant and parallel with the North right-of-way line of Wellesley Avenue;

Thence South 87°52'16" West along said line a distance of 984.92 feet to a point which lies 82.50 feet distant from and parallel with the East line of parcel A as shown on the record of survey filed in Book 33 at Page 64 as Instrument No. 8501230163 on 1/29/1985;

Thence South 02°15'08" East along said line distance of 480.89 feet to a point which is the prolongation and 40 feet distant and parallel with the Southeast line of Parcel B as shown on the record of survey filed in Book 33 at Page 64 as Instrument No. 8501230163 on 1/29/1985;

(continued on next page).

EXHIBIT A (Continued)

Thence South 11°15'23" West along said line a distance of 395.49 feet to the North right-of-way line of Wellesley Avenue;

Thence along the North right-of-way line of Wellesley Avenue, South 87°52'16" West a distance of 42.12 feet, to the East line of Parcel B as shown on the record of survey filed in Book 33 at page 64 as Instrument No. 8501230163 on 1/29/1985;

Thence along the East line of parcels A and B as shown on said record of survey filed in Book 33 at Page 64, the following courses:

1. North 11°15'23" East a distance of 218.33 feet;
2. Thence North 02°15'08" West a distance of 567.60 feet;

Thence along the North line of said Parcel A, South 87°52'16" West a distance of 300.15 feet, more or less, to the West line of the Southeast ¼ of said Section 34;

Thence along the West line of the Southeast ¼ of said Section 34, North 02°15'25" West a distance of 1454.50 feet to a point that is 375 feet distant and parallel with the North line of the Southeast ¼ of said Section 34;

Thence North 87°59'27" East along said line a distance of 1228.70 feet;

Thence South 52°07'44" East a distance of 263.23 feet to the true point of beginning;

ALSO LESS AND EXCEPT

COMMENCING at the WSDOT brass disk survey monument designated as GP32291-70, which bears North 87°13'35" East a distance of 2626.24 feet along Francis Avenue (SR-291) from the WSDOT brass disk survey monument designated as GP32291-73 near the intersection with Nine Mile Road;

Thence South 19°56'54" West a distance of 5715.91 feet, to a brass pin in 2" iron pipe set in a monument case at the Southeast Corner of said Section 34;

Thence along the East line of said Section 34, North 02°22'55" West a distance of 2639.03 feet, to a brass pin in 2" iron pipe set in a monument case at the East 1/4 corner of said Section 34 as shown on the Record of Survey filed in Book 108 at Page 2 as Instrument No. 4967520 on 9/23/2003 and also shown on the Record of Survey filed in Book 140 at Pages 61-63 as Instrument No. 5883541 on 3/15/2010;

Thence along the North line of Southeast 1/4 of said Section 34, South 87°59'27" West a distance of 30.00 feet to the West right-of-way line of Assembly Street;

Thence continuing along the North line of the Southeast 1/4 of said Section 34, South 87°59'27" West a distance of 109.20 feet;

(continued on next page).

EXHIBIT A (Continued)

Thence along the east line of the proposed Transit Center Easement, the following courses:

1. South 01°36'27" West a distance of 106.11 feet;
2. Thence South 15°27'51" West a distance of 99.40 feet;
3. Thence South 29°19'15" West a distance of 100.69 feet

Thence along the west line of the Fire Station Site, and the northerly prolongation thereof, as shown on the Record of Survey filed in Book 47 at Page 56 as Instrument No. 9104010215 in 1991, South 02°27'41" East a distance of 255.03 feet;

Thence along the south line of said Instrument No. 852719A, South 87°52'16" West a distance of 976.02 feet, to an angle point shown on said Record of Survey filed in Book 108 at Page 2 and to the TRUE POINT OF BEGINNING;

Thence along the east line of said Instrument No. 852719A, South 02°22'55" East a distance of 2062.74 feet, to the north right-of-way line of Wellesley Avenue as shown on said Records of Survey filed in Book 108 at Page 2 and also in Book 140 at Pages 61-63;

Thence along the north right-of-way of Wellesley Avenue, South 87°52'16" West a distance of 65.00 feet:

Thence North 02°22'55" West along a line which is 65 feet distant from and parallel with the east line of said Instrument No. 852719A, a distance of 865.64 feet to a point which is 865.63 feet distant and parallel with the north right-of-way line of Wellesley Avenue;

Thence South 87°52'16" West along said line a distance of 984.92 feet to a point which lies 82.50 feet distant from and parallel with the east line of Parcel A as shown on the Record of Survey Tiled in Book 33 at Page 64 as Instrument No. 8501230163 on 1129/1985;

Thence South 02°15'08" East along said line a distance of 480.89 feet to a point which is the prolongation and 40 feet distant and parallel with the southeast line of Parcel B as shown on the Record of Survey filed in Book 33 at Page 64 as Instrument No. 8501230163 on 1/29/1985;

Thence South 11°15'23" West along said line a distance of 395.49 feet to the north right-of-way line of Wellesley Avenue;

Thence along the north right-of-way line of Wellesley Avenue, South 87°52'16" West a distance of 41.12 feet, to the east line of Parcel B as shown on the Record of Survey filed in Book 33 at page 64 as Instrument No. 8501230163 on 1/29/1985;

(continued on next page).

EXHIBIT A (Continued)

Thence along the east lines of Parcels A and B as shown on said Record of Survey filed in Book 33 at Page 64, the following courses:

1. North 11°15'23" East a distance of 218.33 feet;
2. Thence North 02°15'08" West a distance of 567.60 feet;

Thence along the north line of said Parcel A, South 87°52'16" West a distance of 300.15 feet, more or less, to the west line of the Southeast 1/4 of said Section 34;

Thence along the west line of the Southeast 1/4 of said Section 34, North 02°15'25" West a distance of 1454.50 feet to a point that is 375 feet distant and parallel with the north line of the Southeast 1/4 of said Section 34;

Thence North 87°59'27" East along said line a distance of 1228.70 feet Thence South 52°07'44" East a distance of 263.23 feet to the TRUE POINT OF BEGINNING.

This being a portion of the property conveyed to the City of Spokane, Washington, a municipal corporation from The United States of America, acting by and through War Assets Administration in deed dated October 27, 1948 and recorded December 6, 1948 in Book 577 Page 52 as Instrument No. 852719A.

Being situated in the County of Spokane, State of Washington, and being known as
Spokane County APN: 26344.0020

EXHIBIT B

EASEMENT AREA

Grantee shall have the right to replace this Exhibit B descriptions and/or depictions from an as-built survey conducted by Grantee, at Grantee's sole cost and expense, that depict and/or describe the Easement Area

The Easement Area consists of that portion of the Parent Parcel utilized by Grantee or the Permitted Parties for ingress, egress and utility purposes from the Tower Parcel to a public right of way including but not limited to:

20' ACCESS & UTILITY EASEMENT:

AN EASEMENT BEING A PORTION OF THE CITY OF SPOKANE LANDS HAVING THE DESIGNATED PARCEL NO. 26344.0020 ON THE TAX MAP IN THE ASSESSOR'S OFFICE OF SPOKANE COUNTY, WASHINGTON, LYING IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 26 NORTH, RANGE 42 EAST OF THE WILLIAMETTE MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE FROM A 3" OPEN TOP PIPE FOUND MARKING THE SOUTHEAST CORNER OF SAID LANDS AND THE WEST RIGHT OF WAY LINE OF N. ASSEMBLY STREET; THENCE LEAVING SAID RIGHT OF WAY LINE N 01°28'48" E A DISTANCE OF 542.67 FEET TO A SURVEY MONUMENT MARKING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE S 87°54'18" W ALONG THE SOUTH LINE OF SAID QUARTER SECTION A DISTANCE OF 1319.07 FEET TO A POINT; THENCE CONTINUE S 87°54'18" W ALONG SAID SOUTH LINE A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING OF AN EASEMENT BEING 20 FEET IN WIDTH AND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE S 02°00'23" E A DISTANCE OF 40.33 FEET TO A POINT; THENCE S 73°49'00" W A DISTANCE OF 150.75 FEET TO A POINT; THENCE S 79°35'55" W A DISTANCE OF 56.12 FEET TO A POINT; THENCE N 76°05'01" W A DISTANCE OF 46.81 FEET TO A POINT; THENCE S 71°45'44" W A DISTANCE OF 98.77 FEET TO A POINT; THENCE S 84°18'18" W A DISTANCE OF 129.28 FEET TO A POINT; THENCE S 87°20'44" W A DISTANCE OF 194.44 FEET TO A POINT; THENCE S 86°05'23" W A DISTANCE OF 223.67 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 42.00 FEET, AN ARC LENGTH OF 56.88 FEET AND A CHORD BEARING OF S 47°17'32" W FOR A CHORD DISTANCE OF 52.63 FEET TO A POINT; THENCE S 08°29'40" W A DISTANCE OF 45.43 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 42.00 FEET, AN ARC LENGTH OF 54.78 FEET AND A CHORD BEARING OF S 28°52'20" E FOR A CHORD DISTANCE OF 50.98 FEET TO A POINT; THENCE S 63°27'50" E A DISTANCE OF 149.63 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 290.00 FEET, AN ARC LENGTH OF 163.83 FEET AND A CHORD BEARING OF S 79°38'52" E FOR A CHORD DISTANCE OF 161.66 FEET TO A POINT; THENCE N 84°10'06" E A DISTANCE OF 112.16 FEET TO A POINT; THENCE N 89°49'28" E A DISTANCE OF 384.77 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 290.00 FEET, AN ARC LENGTH OF 201.11 FEET AND A CHORD BEARING OF S 70°04'42" E FOR A CHORD DISTANCE OF 197.10 FEET TO A POINT; THENCE S 50°12'42" E A DISTANCE OF 76.86 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 108.00 FEET, AN ARC LENGTH OF 78.85 FEET AND A CHORD BEARING OF S 71°07'37" E FOR A CHORD DISTANCE OF 77.11 FEET TO A POINT; THENCE N 87°57'28" E A DISTANCE OF 650.13 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET, AN ARC LENGTH OF 232.86 FEET AND A CHORD BEARING OF N 58°18'33" E FOR A CHORD

(continued on next page).

EXHIBIT B (Continued)

DISTANCE OF 222.60 FEET TO A POINT; THENCE N 28°39'38" E A DISTANCE OF 105.29 FEET TO A POINT; THENCE N 87°59'37" E A DISTANCE OF 229.46 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT OF WAY LINE OF N. ASSEMBLY STREET AND THE POINT OF ENDING. SAID ABOVE DESCRIBED EASEMENT CONTAINS 1.60 ACRES OR 69,643 SQUARE FEET, MORE OR LESS.



Agenda Sheet for City Council Meeting of*

05/08/2023

Briefing date: 05/01/2023

Status: EXECUTIVE REVIEW

Date Rec'd (Clerk use only) 2/15/2023

Clerk's File # CPR 2023-0002

Renews #

Submitting Dept*: ACCOUNTING

Cross Ref #

Contact Name & Phone*: LEONARD DAVIS 625-6028

Project #

Contact E-Mail*: LDAVIS@SPOKANECITY.ORG

Bid #

Add'l Docs Attached? Claim Item

Requisition #

Agenda Item Name: Begin with Dept #
5600-CLAIMS-2023

Agenda Wording*: (3 character max) Additional attached?
Report of the Mayor of pending claims & payments of previously approved obligations through: 4/28/2023. Total:\$5,535,971.54 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$5,100,140.00

Summary (Background)*: (345 character max.) Additional attached?
Pages 1-46
Check numbers: 593819 - 594040
ACH payment numbers: 115564 - 115783
On file for review in City Clerks Office: 46 Page listing of Claims
Note:

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

Fiscal Impact		Budget Account <input type="checkbox"/> Additional attached?	
Expense	\$ 5,100,140.00	#	Various
Select	\$	#	
Select	\$	#	
Select	\$	#	

Approvals		Council Notifications (Date) <input checked="" type="checkbox"/> None	
Dept Head	MURRAY, MICHELLE	Study Session / Other	
Division Director	WALLACE, TONYA	Council Sponsor	
Finance	MURRAY, MICHELLE	Distribution List (Emails preferred) <input type="checkbox"/> Additional?	
Legal	PICCOLO, MIKE		
For the Mayor			

Additional Approvals		
Purchasing		
Select Dept 1		
Select Dept 2		
Select Dept 3		

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 17

APPROVAL FUND SUMMARY

DATE: 05/01/23
TIME: 07:16
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	44,984.83
1100	STREET FUND	13,577.07
1200	CODE ENFORCEMENT FUND	5,341.30
1300	LIBRARY FUND	32,583.47
1360	MISCELLANEOUS GRANTS FUND	2,708.43
1380	TRAFFIC CALMING MEASURES	3,062.50
1400	PARKS AND RECREATION FUND	34,751.77
1425	AMERICAN RESCUE PLAN	38,374.00
1440	FIRE GRANTS MISCELLANEOUS	1,818.18
1460	PARKING METER REVENUE FUND	9,957.70
1560	FORFEITURES & CONTRIBUTION FND	8,007.26
1620	PUBLIC SAFETY & JUDICIAL GRANT	1,474.50
1625	PUBLIC SAFETY PERSONNEL FUND	14,736.61
1640	COMMUNICATIONS BLDG M&O FUND	607.52
1680	CD/HS OPERATIONS	1,769.25
1695	CDBG REVOLVING LOAN FUND	4.75
1700	MISC COMMUNITY DEVPMT GRANTS	404.73
1910	CRIMINAL JUSTICE ASSISTANCE FD	10,948.34
1940	CHANNEL FIVE EQUIPMENT RESERVE	257.24
1970	FIRE/EMS FUND	84,495.76
1980	DEFINED CONTRIBUTION ADMIN FND	9.73
3200	ARTERIAL STREET FUND	5,852.48
3365	2018 UTGO LIBRARY CAPITAL BOND	151.53
4100	WATER DIVISION	168,237.78
4250	INTEGRATED CAPITAL MANAGEMENT	41,542.01
4300	SEWER FUND	282,972.72
4480	SOLID WASTE FUND	2,483,616.10
4600	GOLF FUND	6,849.88
4700	DEVELOPMENT SVCS CENTER	8,206.58
5100	FLEET SERVICES FUND	57,381.34
5200	PUBLIC WORKS AND UTILITIES	28,003.15
5300	IT FUND	24,935.37
5310	IT CAPITAL REPLACEMENT FUND	6,990.53
5400	REPROGRAPHICS FUND	1,147.05
5500	PURCHASING & STORES FUND	650.40
5600	ACCOUNTING SERVICES	1,692.20
5700	MY SPOKANE	2,300.26
5750	OFFICE OF PERFORMANCE MGMT	279.87
5800	RISK MANAGEMENT FUND	113,488.17
5810	WORKERS' COMPENSATION FUND	220.45
5830	EMPLOYEES BENEFITS FUND	902,076.75
5900	FACILITIES MANAGEMENT FUND OPS	58,165.36
5902	PROPERTY ACQUISITION POLICE	1,601.87
5903	PROPERTY ACQUISITION FIRE	1,091.53
6060	EMPLOYEES' RETIREMENT FUND	7,145.64
6070	FIREFIGHTERS' PENSION FUND	140,603.37
6080	POLICE PENSION FUND	77,815.23
6230	BUILDING CODE RECORDS MGMT	4,110.00
6250	MUNICIPAL COURT	61,842.53
6730	PARKING & BUSINESS IMPROV DIST	208.40
	TOTAL:	4,799,053.49

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 17

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 05/01/23
TIME: 07:18
PAGE: 1

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	2,148.69	10.79	30.10
00593819	CENTURYLINK	7,168.61		
00593820	NORFOLK IRON & METAL CO	1,891.22		
00593821	JRP INTEGRATED SOLUTIONS LLC	25,000.00		
00593822	Amanda McPhail	16.40		
00593823	Caleb Betts	8.20		
00593824	Amy Cox	9.20		
00593825	Debbie Key	6.89		
00593826	Christine Gaston	12.04		
00593827	Carol Measom	7.60		
00593828	Daniel Terry	8.20		
00593829	Chris Smoliak	10.80		
00593830	Corey Leavell	17.80		
00593831	Cory Hartwigsen	16.35		
00593832	David Dobbins	18.80		
00593833	Angelika Stefoglo	13.00		
00593834	Carren Axtman	11.00		
00593835	Chet Gilmore	7.00		
00593836	Andrea James	18.80		
00593837	Antonio Romero	7.60		
00593838	Dakota Defilippis	14.00		
00593839	Beverly Thompson	16.40		
00593840	Carolyn Field	17.60		
00593841	Candice Clark	7.97		
00593842	Allison Ouellette	12.20		
00593843	Curtiss Moseley	16.40		
00593844	Lisa Levingston	11.30		
00593845	Chonchol Gupta	2.30		
00593846	Dan Frederiksen	4.10		
00593847	Betsy Hammond	5.60		
00593848	Ben Rubertas	17.60		
00593849	Amanda Bucholz	6.22		
00593850	Christopher Grant	8.90		
00593851	Amanda Ward	7.00		
00593852	Dale Detzler	17.60		
00593853	Ashley Deitz	2.00		
00593854	Ben Bray	7.80		
00593855	Christina Lamb	14.40		
00593856	Anastasia Karson	5.86		
00593857	Christian McKinney	17.60		
00593858	Chris Anderson	18.20		
00593859	Christine Siems	7.30		
00593860	David Somera	15.20		
00593861	Alisha Wright	9.55		
00593862	HEATHER ARNOLD	1.40		
00593863	John Crowley	1.00		
00593864	Chris Loiseau	16.20		
00593865	Brian Bothun	0.40		
00593866	Breckin Page	14.90		
00593867	Alwina Therssen	18.80		
00593868	Annie Brawner	16.30		
00593869	Antonio Romero	8.80		
00593870	Aime Kenneth Dako	10.40		

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00593871	Carlee Culver			
00593872	Dave Iverson	4.40		
00593873	Charles VanRay	12.00		
00593874	Cass Davis	14.00		
00593875	Daniel Weitzel	0.40		
00593876	Candy Joubert	0.77		
00593877	Angela Johnstone	7.00		
00593878	Amy Wenzel	7.60		
00593879	Brian Glaze	17.60		
00593880	Benjamin Candari	8.80		
00593881	Angela Chapman	7.60		
00593882	SCRIBSOFT HOLDINGS INC	13.00		
00593883	NATIONSERVE	285.00		
00593884	DEVIKA GATES	479.60		
00593885	PAT MUNTS		100.00	
00593886	PAT MUNTS		150.00	
00593887	WASHINGTON TRUST BANK		150.00	
00593888	LEXIPOL LLC		32.25	
00593889	US MARSHAL SERVICE	51,479.95		
00593890	ADVANCED FIRE SYSTEMS INC	3,106.00		1,429.60
00593891	PNW PICKLEBALL ASSOCIATION			950.00
00593892	SPOKANE REGIONAL HEALTH DIST			1,160.00
00593893	PRORATE AND FUEL TAX	711.73		
00593894	AIRGAS SPECIALTY PRODUCTS IN	32,618.96		
00593895	TRAMPUS CARTMELL	136.00		
00593896	CENTURYLINK	208.73		
00593897	BRYAN G HAYNES	160.00		
00593898	JIT TRUCK PARTS LLC	48.04		
00593899	Brenda Shanley-Savage	29.80		
00593900	Aaron Grider	10.00		
00593901	Myrna Montenegro	17.00		
00593902	Andrew Vait	8.80		
00593903	Cynthia MacQuarrie	10.40		
00593904	Barry Honcoop	15.80		
00593905	Anne Marie Lewis	15.80		
00593906	Barbara Martin	51.60		
00593907	Dave Downey	13.30		
00593908	Cora Smit	35.80		
00593909	Ashleigh Neumiller	15.80		
00593910	Elayne Ingram	17.60		
00593911	Cesar Garza	17.60		
00593912	Brittany Magadan	13.40		
00593913	Chris Kelsey	5.40		
00593914	Catrina Richards	17.60		
00593915	Brianna McKinnon	4.70		
00593916	Brittney Nomee	8.80		
00593917	Dave Steele	15.20		
00593918	Brianna McKinnon	7.80		
00593919	Brianna McKinnon	6.50		
00593920	HARRY J KOLVA	124.99		
00593921	UNION DISTRICT VENTURES 19 L	83.41		
00593922	LEAVITT MACHINERY USA INC	2,444.12		
00593923	JERRY MANNING	136.00		

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00593924	JHAB3 CO	407.10		

00593925	ERIC B PETERSON	154.00	
00593926	SIX ROBBLEES INC	51.46	
00593927	WASTEQUIP WASHINGTON	84,110.63	
00593928	ADAMS TRACTOR CO INC		338.60
00593929	CENTURYLINK		161.07
00593930	COMCAST		188.38
00593931	DESERT JEWELS NURSERY		243.77
00593932	GENERAL STORE INC		135.65
00593933	DEBRA DANIEL		125.00
00593934	SHERI PERRY		229.00
00593935	SHERI PERRY		229.00
00593936	SHERI PERRY		229.00
00593937	CSWW INC		183.63
00593938	VISIONARY COMMUNICATIONS, IN		22.36
00593988	ALERT MEDIA INC	7,356.19	
00593989	AT&T MOBILITY	12.48	
00593990	CANON FINANCIAL SERVICES INC	927.80	
00593991	CENTURYLINK	225.23	
00593992	EVANS CRAVEN & LACKIE PS	4,770.00	
00593993	INDUSTRIAL CONSTRUCTION OF	10,900.00	
00593994	LANE POWELL PC	4,068.60	
00593995	JUMP OFF CONSTRUCTION	38.00	
00593996	TRANSITIONS	38.00	
00593997	YWCA OF SPOKANE	38.00	
00593998	PITNEY BOWES	1,744.00	
00593999	PUBLIC SAFETY TESTING INC	401.00	
00594000	SPOKANE COUNTY PROSECUTING	936.89	
00594001	CRAIG MEIDL OR JUSTIN LUNDGR	4,775.00	
00594002	T-MOBILE USA INC	25.00	
00594003	US BANK	23,018.09	
00594004	WA STATE TREASURER	65,952.53	
00594005	BLOOMBERG FINANCE LP		7,020.00
00594006	CENTER POINT PUBLISHING INC		119.84
00594007	EDWARD L ANDERSON	115.89	
00594008	RONALD E BUCKNER	583.05	
00594009	PAUL D CARPENTER	671.40	
00594010	BRIDGET CONDON	230.00	
00594011	JAMES F COSSINS	5,092.58	
00594012	CRISTA SENIOR COMMUNITY	7,775.00	
00594013	GERARD T DEATHERAGE	465.00	
00594014	EVERGREEN FOUNTAINS LLC	4,854.00	
00594015	EVERGREEN FOUNTAINS LLC	1,100.00	
00594016	EVERGREEN FOUNTAINS LLC	4,350.00	
00594017	EVERGREEN FOUNTAINS LLC	500.00	
00594018	EVERGREEN FOUNTAINS LLC	4,173.00	
00594019	EVERGREEN FOUNTAINS LLC	700.00	
00594020	FAIRWINDS SPOKANE LLC	8,976.00	
00594021	FLOYD FLICK	5,500.00	
00594022	FRYE, GERALD E	311.80	
00594023	MADRONA PEAK LLC	2,954.23	
00594024	GN HEARING CARE CORPORATION	5,563.00	
00594025	GREYSTONE CONSTRUCTION COMPA	13,000.00	

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00594026	JAMES KERNS	241.77		
00594027	OMNICARE LLC	282.22		
00594028	UNITED METHODIST HOMES	7,184.00		
00594029	UNITED METHODIST HOMES	63.18		
00594030	UNITED METHODIST HOMES	6,955.00		

00594031	ROSAUER'S PHARMACY	201.80		
00594032	ROSEMOUNT INC	1,830.28		
00594033	JASON SANDOBAL	650.40		
00594034	LOREN J SEARL	224.50		
00594035	SNOW PEAK 1 LIBERTY LAKE REA	7,325.00		
00594036	SULLIVAN VENTURES, LLC	6,510.00		
00594037	WELLTOWER PEGASUS TENNANT LL	7,273.01		
00594038	2M COMPANY LLC			20,813.64
00594039	BALL HORTICULTURAL CO			334.40
00594040	SWIRE PACIFIC HOLDINGS, INC			511.72
80115564	ACTION MATERIALS	2,247.08		
80115565	AED INSTITUTE OF AMERICA INC	2,957.93		
80115566	AHBL INC		400.00	
80115567	ALCOHOL MONITORING SYSTEMS I	10,588.64		
80115568	ALLIANT INSURANCE SERVICES I	9,050.00		
80115569	ALLIED ENVELOPE	158.83		
80115570	NORTHWEST INDUSTRIAL SERVICE	660.00		
80115571	ARAMARK UNIFORM SERVICES	15.28		
80115572	AVISTA UTILITIES		5,559.92	
80115573	CARAHSOFT TECHNOLOGY CORP	1,164.38		
80115574	CINTAS CORPORATION	910.13	38.15	
80115575	CONSOLIDATED SUPPLY CO	24,928.17		
80115576	COPIERS NORTHWEST INC	732.96		
80115577	DAIKIN APPLIED AMERICA INC		4,447.20	
80115578	DELL MARKETING LP	2,436.42		
80115579	DESIGNER DECAL INC	221.14	704.87	
80115580	GWP HOLDINGS LLC	5,455.00		
80115581	FASTENAL CO	1,112.85		
80115582	FEDERAL EXPRESS CORP/DBA FED	361.15		
80115583	GORLEY LOGISTICS LLC	86.98		
80115584	GALLS LLC	25,790.58		
80115585	GRAINGER INC	1,480.66		
80115586	GROUNDWATER SOLUTIONS INC	1,658.75		
80115587	HUMANIX HUMAN RESOURCE		1,786.00	
80115588	LAKESIDE INDUSTRIES	9,693.92		
80115589	LEXIS-NEXIS RISK & ANALYTICS	419.88		
80115590	MACKAY METERS INC	3,870.00		
80115591	MACKIN BOOK COMPANY DBA		101,342.06	
80115592	MARK ANDY INC	219.25		
80115593	MERIDIAN CONSTRUCTION INC		22,126.10	
80115594	KAREN R MOBLEY		50.00	
80115595	MOUNTAIN CONSULTING SVCS LLC	530.00		
80115596	NORCO INC	40.46		
80115597	OVERDRIVE INC		14,951.63	
80115598	OXARC INC	867.16		
80115599	PACIFIC POWER GROUP LLC	5,205.65		
80115600	PROVOST PROFESSIONAL	690.66		
80115601	SITEONE LANDSCAPE SUPPLY LLC	1,372.04		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80115602	SPOKANE FIRE FIGHTERS BENEFIT	18,325.68		
80115603	TRAFFIC SAFETY SUPPLY INC	3,417.15		
80115604	VERIZON WIRELESS		202.66	
80115605	VERTICAL OPTIONS LLC	1,569.60		
80115606	JUAN JUAN MOSES		275.15	
80115607	NEIL, MASON		68.36	
80115608	ANDREW SEARL	155.00		
80115609	ALSCO DIVISION OF ALSCO INC			9.16
80115610	NORTHWEST INDUSTRIAL SERVICE			146.23

80115611	COPIERS NORTHWEST INC		381.89
80115612	ELECTRIC CITY INC		531.38
80115613	GALLS LLC	362.79	
80115614	MARUBENI AMERICA CORPORATION		817.50
80115615	MICHAEL TERRELL LANDSCAPE		2,055.00
80115616	OXARC INC		7,719.51
80115617	PLANET TURF		152.46
80115618	SHI CORP		290.59
80115619	SNO VALLEY PROCESS SOLUTIONS		1,700.40
80115620	SPRAGUE PEST CONTROL/DIV OF		129.80
80115621	US BANK P CARD PAYMENTS	159,017.20	
80115622	YWCA	1,194.93	
80115623	AED INSTITUTE OF AMERICA INC	1,489.87	
80115624	ALSCO DIVISION OF ALSCO INC	4,319.01	
80115625	AVISTA UTILITIES	13,611.92	68,558.88
80115626	BANNER FURNACE & FUEL	101.37	
80115627	BATTERY SYSTEMS INC		145.19
80115628	CALL2RECYCLE INC	2,115.70	
80115629	CATHOLIC CHARITIES	91,349.69	
80115630	CINTAS CORPORATION	7,262.13	
80115631	CINTAS CORPORATION NO 2	327.00	
80115632	COLEMAN OIL COMPANY LLC	5,270.08	
80115633	COMCAST	211.65	
80115634	CONNELL OIL INC	11,551.22	
80115635	COPIERS NORTHWEST INC	1,564.28	
80115636	COPPER STATE BOLT & NUT CO	370.46	
80115637	DELTA DENTAL OF WASHINGTON	16,372.68	
80115638	GWP HOLDINGS LLC	2,237,861.32	
80115639	ELJAY OIL CO INC	4,546.95	
80115640	ENDRESS+HAUSER INC	6,405.28	
80115641	EUROFINS ENVIRONMENT TESTING	1,407.00	
80115642	EVOQUA WATER TECHNOLOGIES LL	515.44	
80115643	FASTENAL CO	866.31	
80115644	FEDERAL EXPRESS CORP/DBA FED	231.43	
80115645	GORLEY LOGISTICS LLC	79.74	
80115646	FINANCIAL CONSULTING SOLUTIO	12,958.25	
80115647	FIBER MARKETING INTERNATIONA		941.77
80115648	GRAINGER INC	418.58	
80115649	HASKINS STEEL CO INC	860.94	
80115650	MARUBENI AMERICA CORPORATION		476.82
80115651	INDUSTRIAL BOLT & SUPPLY INC	1,830.02	218.96
80115652	INLAND ENVIRONMENTAL RESOURC	14,014.54	
80115653	INLAND POWER & LIGHT CO	142.20	
80115654	HOME DEPOT USA INC	291.44	

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80115655	JRM ENTERPRISES INC	126.00		
80115656	K & N ELECTRIC MOTORS INC	10,691.92		
80115657	KAISER FOUNDATION HEALTH PLA	105,365.98		
80115658	KEMIRA WATER SOLUTIONS INC	85,395.14		
80115659	KENWORTH SALES COMPANY	426.77		
80115660	MCGUIRE BEARING CO	3,058.02		
80115661	NALCO CO	160.39		
80115662	NAPA AUTO PARTS	3,207.13		
80115663	NORCO INC	880.59		
80115664	NORTHSTAR CHEMICAL INC	3,644.09		
80115665	OLIN CORPORATION	43,105.74		
80115666	PAPE MACHINERY INC	5,794.11		
80115667	PETE LIEN & SONS INC	20,846.15		

80115668	PREMERA BLUE CROSS OR	607,441.73		
80115669	PREMERA BLUE CROSS	70,953.96		
80115670	REVIVE COUNSELING SPOKANE PL	76,808.13		
80115671	ROGUE HEART MEDIA SPC	7,847.70		
80115672	SANDBAGGERS CLUB LLC			2,454.97
80115673	SHERWIN WILLIAMS CO			132.05
80115674	SITEONE LANDSCAPE SUPPLY LLC			20.15
80115675	SOLID WASTE SYSTEMS INC	4,383.01		
80115676	HESTON HARDWARE			112.00
80115677	SPOKANE COUNTY TREASURER	5,732.36		
80115678	SPOKANE HOUSE OF HOSE INC	140.21		
80115679	SPRAY CENTER ELECTRONICS INC	2,727.17		72.23
80115680	STARPLEX CORP	32,983.89		
80115681	TITAN TRUCK EQUIPMENT	1,029.20		
80115682	TRANSPORT EQUIPMENT INC	3,429.90		
80115683	TRUTH MINISTRIES OF SPOKANE	53,736.83		
80115684	TWO RIVERS TERMINAL LLC	13,197.66		
80115685	VERIZON WIRELESS	494.58		
80115686	VOLUNTEERS OF AMERICA OF	79,191.86		
80115687	WASHINGTON RECREATION AND PA			16,310.00
80115688	WASHINGTON AUTO CARRIAGE	12.35		
80115689	WENDLE FORD NISSAN ISUZU	117.35		
80115690	WESTERN STATES EQUIPMENT CO	546.59		
80115691	WSF LLC	924.60		
80115692	ZERO DB COMMUNICATIONS LLC			7,178.47
80115693	ARAMARK UNIFORM SERVICES	446.43		
80115694	BAKER & TAYLOR BOOKS		10,603.97	
80115695	ALEXANDER GOOD DEPOT LLC	13,769.00		
80115696	CENGAGE LEARNING INC		239.94	
80115697	CINTAS CORPORATION	6,125.34		
80115698	CLARK'S CONTAINERS LLC	116.36		
80115699	COFFMAN ENGINEERS INC			5,021.00
80115700	COMCAST	207.64		
80115701	STEVE CONNER			15,338.41
80115702	COPIERS NORTHWEST INC	306.45		
80115703	COWLES PUBLISHING COMPANY		136.50	
80115704	CREEK AT QUALCHAN GOLF COURS			11,961.02
80115705	L N CURTIS & SONS	615.61		
80115706	DELL MARKETING LP	539.89		
80115707	DESIMONE CONSULTING LLC	6,666.00		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80115708	DEVRIES INFORMATION MANAGEME	25.65		
80115709	DIVINES TOWING/DIV OF	121.07		
80115710	EL RINCON TAPATILLO INC	13,374.00		
80115711	LUKE ESSER	3,500.00		
80115712	EUROFINS ENVIRONMENT TESTING	155.00		
80115713	SHELLEY FAIRWEATHER-VEGA		126.44	
80115714	FASTENAL CO	1,628.57		
80115715	FEDERAL EXPRESS CORP/DBA FED	68.29		
80115716	GALLS LLC	19,509.33		
80115717	GRADOVILLE ACTIVE TRAINING L	3,750.00		
80115718	HASKINS STEEL CO INC	270.46		
80115719	HRA VEBA TRUST	57,816.00		
80115720	INDUSTRIAL SOFTWARE SOLUTION	12,818.40		
80115721	KPFF CONSULTING ENGINEERS	23,175.62		
80115722	LANGUAGE SERVICES ASSOC INC	77.40		
80115723	LEONE & KEEBLE INC		925.95	
80115724	LOOMIS ARMORED US INC	582.00		

80115725	MACKIN BOOK COMPANY DBA		36,843.57	
80115726	MATERIAL MOTION INC	3,743.35		
80115727	MIDWEST TAPE		14.71	
80115728	NAPA AUTO PARTS	560.83		
80115729	NBS GOVERNMENT FINANCE GROUP	4,343.02		
80115730	NORTHWEST OPEN ACCESS NETWOR	3,600.00		
80115731	PARAMETRIX INC	20,112.11		
80115732	PITCHBOOK DATA INC		19,000.00	
80115733	PMTECH INC	4,650.00		
80115734	POMEGRANATE ASSOCIATES LLC	3,062.50		
80115735	REHN & ASSOCIATES	1,000.00		
80115736	SANDBAGGERS CLUB LLC			10,711.48
80115737	SHI CORP	12,243.39		
80115738	SPECIALTY MACHINING & MFG CO	1,144.50		
80115739	SPOKANE COUNTY TREASURER	6,973.57		
80115740	SPOKANE EMERGENCY PHYSICIANS	7,945.00		
80115741	SPOKANE FIRE FIGHTERS BENEFI	16,500.00		
80115742	SPOKANE POLICE CHAPLAINCY	1,784.95		
80115743	T & T GOLF MANAGEMENT INC			19,551.60
80115744	TRAFFIC SAFETY SUPPLY INC	994.08		
80115745	US BANK TRAVEL CARD	63,679.17		
80115746	US BANK OR CITY TREASURER	113,348.81		
80115747	US BANK	6,389.50		
80115748	VOLT MANAGEMENT CORP	5,376.00		
80115749	WASHINGTON EQUIPMENT	148.82		
80115750	WITHERSPOON BRAJCICH		311.50	
80115751	ZOHO CORPORATION	2,021.95		
80115752	JERRY W SWANSON	80.04		
80115753	BRANOM OPERATING COMPANY LLC	2,842.11		
80115754	COLEMAN OIL COMPANY LLC	3,927.54		3,906.97
80115755	CONSOLIDATED SUPPLY CO	16,907.23		
80115756	COPIERS NORTHWEST INC	403.96		
80115757	CORE & MAIN LP	20,781.94		
80115758	DELL MARKETING LP	8,277.52		314.38
80115759	DELTA DENTAL OF WASHINGTON	32,724.35		
80115760	DESIGNER DECAL INC	503.93		

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80115761	DEXON COMPUTER INC	1,482.00		
80115762	FEDERAL EXPRESS CORP/DBA FED	28.60		
80115763	GORLEY LOGISTICS LLC	637.88		
80115764	FIREPOWER INC	604.95		
80115765	BUSINESS INTERIORS OF IDAHO	766.56		
80115766	FROSTY ICE/DIV OF R PLUM COR	126.44		
80115767	HITECK VALVE INC	674.42		
80115768	KAISER FOUNDATION HEALTH PLA	113,975.63		
80115769	KENWORTH SALES COMPANY	14,399.95		
80115770	KERSHAW INC	1,418.09		
80115771	NEPTUNE TECHNOLOGY GROUP INC	983.18		
80115772	NOVUS AUTO GLASS	329.54		
80115773	RIVER PARK SQUARE LLC	497.00		
80115774	SHI CORP	404.73		
80115775	SITEONE LANDSCAPE SUPPLY LLC	277.49		
80115776	TRAFFIC SAFETY SUPPLY INC	3,706.00		
80115777	VERIZON WIRELESS	127.86		
80115778	WESTERN STATES EQUIPMENT CO			3,418.79
80115779	BREEAN L BEGGS	379.13		
80115780	GREGORY C HARSHMAN	35.70		
80115781	DION MASON	249.00		

80115782 DANIEL B PARKER
80115783 BRODY SCOTT

700.25
75.00

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5,100,140.00	227,737.56	208,093.98
		=====
	CITYWIDE TOTAL:	5,535,971.54

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HONORABLE MAYOR
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

EVANS CRAVEN & LACKIE PS	LEGAL SERVICES CHECK NO. - 00593992	4,770.00
LANE POWELL PC	LEGAL SERVICES CHECK NO. - 00593994	4,068.60
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00594003	845.71-
TOTAL FOR 0020 - NONDEPARTMENTAL		7,992.89

0030 - POLICE OMBUDSMAN

COPIERS NORTHWEST INC	MISC SERVICES/CHARGES ACH PMT NO. - 80115576	59.83
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80115621	223.31
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80115621	200.00
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80115745	950.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80115777	127.86
TOTAL FOR 0030 - POLICE OMBUDSMAN		1,561.00

0100 - GENERAL FUND

SPOKANE COUNTY PROSECUTING ATTORNEY	COUNTY CRIME VICTIM & WITNESS CHECK NO. - 00594000	936.89
US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80115621	204,230.50-
US BANK TRAVEL CARD	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80115745	2,181.29
TOTAL FOR 0100 - GENERAL FUND		201,112.32-

0230 - CIVIL SERVICE

US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80115621	19.98
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	115.50

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO. - 80115621	1,998.85
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US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80115621	190.00
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80115745	1,531.23
TOTAL FOR 0230 - CIVIL SERVICE		3,855.56

0260 - CITY CLERK

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	32.71
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80115621	37.90
TOTAL FOR 0260 - CITY CLERK		70.61

0300 - HUMAN SERVICES

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00594003	48.92
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80115621	108.90
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80115621	174.00
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80115621	50.00
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	4.50
TOTAL FOR 0300 - HUMAN SERVICES		386.32

0320 - COUNCIL

BREEAN L BEGGS	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80115779	131.63
BREEAN L BEGGS	PER DIEM ACH PMT NO. - 80115779	247.50
DESIMONE CONSULTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80115707	6,666.00
LUKE ESSER	PROFESSIONAL SERVICES ACH PMT NO. - 80115711	3,500.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	286.97
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80115621	27.25
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	

	ACH PMT NO. - 80115621	60.83
US BANK P CARD PAYMENTS	OTHER MISC CHARGES	
	ACH PMT NO. - 80115621	313.37
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80115745	95.79
TOTAL FOR 0320 - COUNCIL		----- 11,329.34

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

SHI CORP	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80115737	404.73
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80115621	4,588.82
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80115621	502.02
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80115621	28.57
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80115621	17.80
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80115621	182.00
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80115745	186.99
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO	
	-	16.38
TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		----- 5,927.31

0370 - ENGINEERING SERVICES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80115576	406.92
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80115582	5.50
PMTECH INC	CONTRACTUAL SERVICES	
DBA PMWEB	ACH PMT NO. - 80115733	3,115.50

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80115621	1,469.47
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80115621	1,068.06
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80115621	467.39
US BANK P CARD PAYMENTS	POWER TOOLS/EQUIPMENT	
	ACH PMT NO. - 80115621	599.49

WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	11.25
	-	
TOTAL FOR 0370 - ENGINEERING SERVICES		7,143.58

0410 - FINANCE

US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00594003	4,397.23
US BANK	EARNINGS CREDIT	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00594003	2,492.38-
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80115621	115.50
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80115621	366.29
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80115621	900.00
WA STATE DEPT OF REVENUE	REGISTRATION/SCHOOLING	
	-	81.00
TOTAL FOR 0410 - FINANCE		3,367.64

0500 - LEGAL

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80115571	15.28
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80115625	536.82
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80115625	326.34
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80115702	306.45
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80115708	25.65

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GORLEY LOGISTICS LLC	OPERATING SUPPLIES	
dba FIKES NORTHWEST	ACH PMT NO. - 80115763	21.75
SPOKANE COUNTY TREASURER	TELEPHONE	
	ACH PMT NO. - 80115739	56.88
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00594003	22.31
US BANK	EARNINGS CREDIT	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00594003	0.18-
US BANK P CARD PAYMENTS	AIRFARE	
	ACH PMT NO. - 80115621	1,155.00

US BANK P CARD PAYMENTS	CLE TRAVEL ACH PMT NO. - 80115621	1,104.79
US BANK P CARD PAYMENTS	LEGAL SERVICES ACH PMT NO. - 80115621	77.25
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	266.54
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80115621	12.60
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80115745	1,576.26
US BANK TRAVEL CARD	CLE TRAVEL ACH PMT NO. - 80115745	344.29
TOTAL FOR 0500 - LEGAL		5,848.03

0520 - MAYOR

US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80115621	109.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	186.28
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80115621	338.34
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO. - 80115621	22.88
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80115745	200.71
US BANK TRAVEL CARD	PER DIEM ACH PMT NO. - 80115745	11.33
TOTAL FOR 0520 - MAYOR		868.54

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0550 - NEIGHBORHOOD SERVICES

DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80115706	343.68
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	9.09
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		352.77

0560 - MUNICIPAL COURT

RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80115773	497.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00594003	141.10

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80115621	67.52
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80115621	16.31
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	227.42
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80115621	37.00
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80115745	42.00
TOTAL FOR 0560 - MUNICIPAL COURT		----- 1,028.35

0620 - HUMAN RESOURCES

DELL MARKETING LP	MINOR EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80115758	968.25
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	319.64
TOTAL FOR 0620 - HUMAN RESOURCES		----- 1,287.89

0650 - PLANNING SERVICES

US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80115621	66.88
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80115621	1,635.99

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80115621	200.00
TOTAL FOR 0650 - PLANNING SERVICES		----- 1,902.87

0680 - POLICE

ALERT MEDIA INC	SOFTWARE MAINTENANCE CHECK NO. - 00593988	7,356.19
ALEXANDER GOOD DEPOT LLC C/O BLACK REALTY MGMT	OPERATING RENTALS/LEASES ACH PMT NO. - 80115695	13,769.00
ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80115569	158.83
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80115693	321.18
CENTURYLINK	TELEPHONE CHECK NO. - 00593991	181.88

DION MASON	AIRFARE ACH PMT NO. - 80115781	249.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80115762	289.50
GALLS LLC	CLOTHING ACH PMT NO. - 80115716	6,589.24
GALLS LLC	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80115584	19,980.58
GRAINGER INC	MINOR EQUIPMENT ACH PMT NO. - 80115585	470.86
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80115585	1,009.80
JERRY W SWANSON	LOCAL MILEAGE ACH PMT NO. - 80115752	80.04
LEXIPOL LLC	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00593888	51,479.95
LEXIS-NEXIS RISK & ANALYTICS GROUP ACCURINT-ACCT 1189340	BACKGROUND CHECKS ACH PMT NO. - 80115589	163.50
LEXIS-NEXIS RISK & ANALYTICS GROUP ACCURINT-ACCT 1189340	SOFTWARE MAINTENANCE ACH PMT NO. - 80115589	256.38
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80115724	582.00
PAUL D CARPENTER	AIRFARE CHECK NO. - 00594009	671.40

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PUBLIC SAFETY TESTING INC	PROFESSIONAL SERVICES CHECK NO. - 00593999	341.00
REHN & ASSOCIATES SPOKANE CITY TREASURER	HRA-POST EMPLOYMENT ACH PMT NO. - 80115735	1,000.00
SCRIBSOFT HOLDINGS INC DBA PERMITIUM	ACCOUNTS RECEIVABLE-MISC CHECK NO. - 00593882	285.00
SPOKANE POLICE CHAPLAINCY BOARD	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80115742	1,784.95
TRAFFIC SAFETY SUPPLY INC	OPERATING SUPPLIES ACH PMT NO. - 80115744	994.08
T-MOBILE USA INC	MISC SERVICES/CHARGES CHECK NO. - 00594002	25.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00594003	145.04
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00594003	8.10-
US BANK POLICE ADVANCE TRAVEL	PER DIEM ACH PMT NO. - 80115747	5,068.00

US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80115621	24.77
US BANK P CARD PAYMENTS	BACKGROUND CHECKS ACH PMT NO. - 80115621	340.74
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80115621	1,055.91
US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80115621	1,738.94
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80115621	3,095.02
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80115621	570.85
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	887.03
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80115621	18,837.01
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80115621	1,653.58
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80115621	64.50
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80115621	372.02

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80115621	151.95
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80115621	1,770.00
US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE ACH PMT NO. - 80115621	107.91
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80115621	209.06
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80115745	11,173.96
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80115745	14,752.95
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80115745	3,485.77
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80115745	10,822.06
US MARSHAL SERVICE	OPERATIONAL TRAVEL CHECK NO. - 00593889	3,106.00
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	47.16
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	

	-	296.37
YWCA	OPERATING RENTALS/LEASES ACH PMT NO. - 80115622	1,194.93
TOTAL FOR 0680 - POLICE		----- 189,002.79

0690 - COMMUNITY JUSTICE SERVICES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80115756	226.10
JRM ENTERPRISES INC DBA PROFESSIONAL LANGUAGE	INTERPRETER COSTS ACH PMT NO. - 80115655	126.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80115621	10.89
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	155.59
TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		----- 518.58

0700 - PUBLIC DEFENDER

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80115625	536.82
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80115625	326.33
BRIDGET CONDON	LODGING CHECK NO. - 00594010	230.00
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80115763	14.50
PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80115600	690.66
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80115621	38.13
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	725.21
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80115745	468.40
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80115745	450.00
TOTAL FOR 0700 - PUBLIC DEFENDER		----- 3,480.05

0750 - COMMUNITY/ECONOMIC DEV DVSN

US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80115621	123.26
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US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	45.77
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80115621	4.00
TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN		173.03

1100 - STREET FUND

BRODY SCOTT	PERMITS/OTHER FEES ACH PMT NO. - 80115783	75.00
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115621	329.96
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	551.91
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80115621	5,604.82

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80115621	985.91
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115621	4,691.16
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80115745	763.31
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80115745	575.00
TOTAL FOR 1100 - STREET FUND		13,577.07

1200 - CODE ENFORCEMENT FUND

CLARK'S CONTAINERS LLC	OPERATING RENTALS/LEASES ACH PMT NO. - 80115698	116.36
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80115621	2,517.96
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80115621	32.69
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	104.46
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80115621	2,568.84
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80115621	0.99
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		5,341.30

1300 - LIBRARY FUND

US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00594003	170.28
US BANK	EARNINGS CREDIT	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00594003	3.77-
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80115621	883.14
US BANK P CARD PAYMENTS	COMPUTERS	
	ACH PMT NO. - 80115621	3,263.40
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80115621	193.81
US BANK P CARD PAYMENTS	ITEMS PURCHASED FOR INVENTORY	
	ACH PMT NO. - 80115621	461.58

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	IT/DATA SERVICES	
	ACH PMT NO. - 80115621	833.52
US BANK P CARD PAYMENTS	LIBRARY BOOKS/OTHER MATERIALS	
	ACH PMT NO. - 80115621	164.05
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80115621	1,239.93
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80115621	12,483.62
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80115621	4,841.86
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES	
	ACH PMT NO. - 80115621	848.00
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80115621	1,780.63
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES	
	ACH PMT NO. - 80115621	520.81
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES	
	ACH PMT NO. - 80115621	469.62
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80115621	1,508.28
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80115621	2,199.30
US BANK P CARD PAYMENTS	SAFETY SUPPLIES	
	ACH PMT NO. - 80115621	247.02
US BANK P CARD PAYMENTS	TVS/AUDIO VISUAL EQUIPMENT	
	ACH PMT NO. - 80115621	283.39
WA STATE DEPT OF REVENUE	LIBRARY BOOKS/OTHER MATERIALS	
	-	2.61
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	

	-	28.07
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	92.55
WA STATE DEPT OF REVENUE	PROFESSIONAL SERVICES	
	-	71.77
TOTAL FOR 1300 - LIBRARY FUND		----- 32,583.47

1360 - MISCELLANEOUS GRANTS FUND

US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80115621	323.90
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80115621	1,266.40
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80115621	223.13
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80115621	895.00
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80115745	2,045.46
US BANK TRAVEL CARD	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80115745	2,181.29-
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80115745	135.83
TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND		----- 2,708.43

1380 - TRAFFIC CALMING MEASURES

POMEGRANATE ASSOCIATES LLC MILENKO MATANOVIC	CONTRACTUAL SERVICES ACH PMT NO. - 80115734	3,062.50
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		----- 3,062.50

1400 - PARKS AND RECREATION FUND

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80115715	5.78
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00594003	229.12
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80115621	864.71
US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80115621	484.44
US BANK P CARD PAYMENTS	CELL PHONE ACH PMT NO. - 80115621	57.37

US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80115621	100.00
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115621	1,704.23
US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT ACH PMT NO. - 80115621	1,147.77
US BANK P CARD PAYMENTS	ITEMS PURCHASED FOR INVENTORY ACH PMT NO. - 80115621	14,176.09

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80115621	32.50
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80115621	1,374.86
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80115621	93.24
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	1,237.37
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80115621	8,186.97
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80115621	179.00
US BANK P CARD PAYMENTS	OTHER MISC CHARGES ACH PMT NO. - 80115621	1,773.16
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80115621	3.00
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES ACH PMT NO. - 80115621	1,672.75
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80115621	325.32
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80115621	259.11
US BANK P CARD PAYMENTS	TVS/AUDIO VISUAL EQUIPMENT ACH PMT NO. - 80115621	163.49
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80115745	530.00
WA STATE DEPT OF REVENUE	ADVERTISING -	19.96
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	36.16
WA STATE DEPT OF REVENUE	ITEMS PURCHASED FOR INVENTORY -	12.60
WA STATE DEPT OF REVENUE	IT/DATA SERVICES -	2.93

WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	73.53
	-	
WA STATE DEPT OF REVENUE	RECREATIONAL SUPPLIES	6.31
	-	
TOTAL FOR 1400 - PARKS AND RECREATION FUND		34,751.77

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1425 - AMERICAN RESCUE PLAN

EL RINCON TAPATILLO INC	CONTRACTUAL SERVICES	
DBA RINCON TAPATIO	ACH PMT NO. - 80115710	13,374.00
JRP INTEGRATED SOLUTIONS LLC	CONTRACTUAL SERVICES	
	CHECK NO. - 00593821	25,000.00
TOTAL FOR 1425 - AMERICAN RESCUE PLAN		38,374.00

1440 - FIRE GRANTS MISCELLANEOUS

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80115621	1,818.18
TOTAL FOR 1440 - FIRE GRANTS MISCELLANEOUS		1,818.18

1460 - PARKING METER REVENUE FUND

Aaron Grider	DEPOSIT-REFUNDS IN PROGRESS	
1306 N 88th St	CHECK NO. - 00593900	10.00
Aime Kenneth Dako	DEPOSIT-REFUNDS IN PROGRESS	
1510 E Vanetta Ln	CHECK NO. - 00593870	10.40
Alisha Wright	DEPOSIT-REFUNDS IN PROGRESS	
108 Oak Fields Dr	CHECK NO. - 00593861	9.55
Allison Ouellette	DEPOSIT-REFUNDS IN PROGRESS	
8471 Majestic Lake Ct	CHECK NO. - 00593842	12.20
Alwina Therssen	DEPOSIT-REFUNDS IN PROGRESS	
24002 N Donielle Ln	CHECK NO. - 00593867	18.80
Amanda Bucholz	DEPOSIT-REFUNDS IN PROGRESS	
11008 E 34th Ave	CHECK NO. - 00593849	6.22
Amanda McPhail	DEPOSIT-REFUNDS IN PROGRESS	
3711 N Calispel	CHECK NO. - 00593822	16.40
Amanda Ward	DEPOSIT-REFUNDS IN PROGRESS	
16820 N Sunnyvale DR	CHECK NO. - 00593851	7.00
Amy Cox	DEPOSIT-REFUNDS IN PROGRESS	
250 N Legacy Ridge Dr	CHECK NO. - 00593824	9.20
Amy Wenzel	DEPOSIT-REFUNDS IN PROGRESS	
1765 Limerick Dr	CHECK NO. - 00593878	17.60
Anastasia Karson	DEPOSIT-REFUNDS IN PROGRESS	
2921 E 32nd Ave #23	CHECK NO. - 00593856	5.86

Andrea James 12219 E Tallman Rd	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593836	18.80
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

Andrew Vait 2308 Lombard Ave	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593902	8.80
Angela Chapman 936 Dutro Voile Wy	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593881	13.00
Angela Johnstone 1004 W Ballard Rd	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593877	7.60
Angelika Stefoglo 403 E 8th Ave	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593833	13.00
Anne Marie Lewis 5315 E Silver Pine Rd	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593905	15.80
Annie Brawner 8911 E Liberty Ave	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593868	16.30
Antonio Romero 21714 W Bannock Ave	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593869	16.40
Ashleigh Neumiller 548 E Bridgeport Ave	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593909	15.80
Ashley Deitz 828 E 32nd Ave	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593853	2.00
Barbara Martin 2217 N Addison St	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593906	51.60
Barry Honcoop 5509 N Timber Rim Dr	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593904	15.80
Ben Bray 31622 N Perry Rd	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593854	7.80
Ben Rubertas 776 9th Ave Apt#2N	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593848	17.60
Benjamin Candari 47-240 Kamakoi Rd	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593880	7.60
Betsy Hammond 2929 S Howard St	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593847	5.60
Beverly Thompson 59 Clinton Ave	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593839	16.40
Breckin Page 19829 E Caufield Ave	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593866	14.90
Brenda Shanley-Savage 24702 E Maxwell Ave	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593899	29.80
Brian Bothun 309 W 5th Ave	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593865	0.40
Brian Glaze PO BOX 112	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593879	8.80

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

Brianna McKinnon 2107 E 5th Ave	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593919	19.00
Brittany Magadan 715 N Jeffery Ct	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593912	13.40
Brittney Nomee PO BOX 100	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593916	8.80
Caleb Betts 24322 Sperling Ct	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593823	8.20
Candice Clark 4974 Grove St	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593841	7.97
Candy Joubert 8809 E Main Ave	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593876	7.00
Carlee Culver 6741 N Pleasant Prairie Rd	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593871	4.40
Carol Measom 7507 Ciano Ln	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593827	7.60
Carolyn Field 1112 Lynandra Dr	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593840	17.60
Carren Axtman 5716 S Donora Dr	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593834	11.00
Cass Davis 1427 E Broad Ave	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593874	0.40
Catrina Richards 1108 E 37th Ave	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593914	17.60
Cesar Garza 1715 W Marina Dr	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593911	17.60
Charles VanRay 4212 W Arrowhead Rd	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593873	14.00
Chet Gilmore PO BOX 9763	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593835	7.00
Chonchol Gupta 1029 W Crestview Rd	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593845	2.30
Chris Anderson 2618 W Courtland Ave	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593858	18.20
Chris Kelsey 16014 N Heatherglen Ct	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593913	5.40
Chris Loiseau 3103 W Horizon Ave	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593864	16.20
Chris Smoliak 1221 Macleod Trail SE #3403	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593829	10.80

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

Christian McKinney 2506 W Rowan Ave	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593857	17.60
Christina Lamb 14310 E 23rd Ave	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593855	14.40
Christine Gaston 17904 W Sheltered Ct	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593826	12.04
Christine Siems 35711 N Crestline Ln	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593859	7.30
Christopher Grant 10402 E Alki Ave	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593850	8.90
Cora Smit 4710 Expressway Rd#110	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593908	35.80
Corey Leavell 7405 N Audubon St	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593830	17.80
Cory Hartwigsen 1739 Leighton Ave	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593831	16.35
Curtiss Moseley 14818 W Lance Hill Rd	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593843	16.40
Cynthia MacQuarrie 2110 W Lapwai Ave	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593903	10.40
Dakota Defilippis 10517 E 43rd Ct	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593838	14.00
Dale Detzler 908 Rossland Ave	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593852	17.60
Dan Frederiksen 1416 S Clara Rd	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593846	4.10
Daniel Terry 2055 S Silver Beach Rd	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593828	8.20
Daniel Weitzel 4620 S Woodruff Rd	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593875	0.77
Dave Downey 815 E Sumter Way	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593907	13.30
Dave Iverson 8802 W Campus Dr	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593872	12.00
Dave Steele 8810 N Spring Hill Ln	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593917	15.20
David Dobbins PO BOX 53	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593832	18.80
David Somera 9517 W Champion Dr	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593860	15.20

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DESIGNER DECAL INC

PRINTING/BINDING/REPRO

	ACH PMT NO. - 80115760	725.07
Debbie Key 2615 E 35th Ave	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593825	6.89
Elayne Ingram 8104 N Country Homes Blvd	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593910	17.60
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80115582	9.04
HEATHER ARNOLD 8906 N Pamela St	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593862	1.40
John Crowley 7139 S Forest Ridge Dr	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593863	1.00
KERSHAW INC	PRINTING/BINDING/REPRO ACH PMT NO. - 80115770	626.75
Lisa Levingston 2021 E Dalton Ave	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593844	11.30
MACKAY METERS INC	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80115590	3,870.00
Myrna Montenegro 6105 S Magnolia St	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00593901	17.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00594003	647.15
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80115621	81.82
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	32.69
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80115621	257.68
US BANK P CARD PAYMENTS	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80115621	891.62
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80115621	1,843.03

TOTAL FOR 1460 - PARKING METER REVENUE FUND		9,957.70

1560 - FORFEITURES & CONTRIBUTION FND

CRAIG MEIDL OR JUSTIN LUNDGREN CRAIG MEIDL TRUSTEE	CONFIDENTIAL FUNDS CHECK NO. - 00594001	4,775.00
US BANK POLICE ADVANCE TRAVEL	PER DIEM ACH PMT NO. - 80115747	407.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	LEGAL SERVICES ACH PMT NO. - 80115621	510.26
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80115621	2,315.00

TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND 8,007.26

1620 - PUBLIC SAFETY & JUDICIAL GRANT

PUBLIC SAFETY TESTING INC	PROFESSIONAL SERVICES CHECK NO. - 00593999	60.00
US BANK POLICE ADVANCE TRAVEL	PER DIEM ACH PMT NO. - 80115747	914.50
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80115621	500.00

TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT 1,474.50

1625 - PUBLIC SAFETY PERSONNEL FUND

DEXON COMPUTER INC	MINOR EQUIPMENT ACH PMT NO. - 80115761	1,482.00
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80115737	5,261.46
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80115621	321.49
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80115621	6,063.85
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	1,451.15
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	133.38
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	23.28

TOTAL FOR 1625 - PUBLIC SAFETY PERSONNEL FUND 14,736.61

1640 - COMMUNICATIONS BLDG M&O FUND

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80115621	515.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115621	6.17

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80115621	40.00
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	46.35

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND 607.52

1680 - CD/HS OPERATIONS

DANIEL B PARKER	AIRFARE ACH PMT NO. - 80115782	602.00
DANIEL B PARKER	PER DIEM ACH PMT NO. - 80115782	98.25
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80115745	1,069.00
TOTAL FOR 1680 - CD/HS OPERATIONS		1,769.25

1695 - CDBG REVOLVING LOAN FUND

US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80115621	4.75
TOTAL FOR 1695 - CDBG REVOLVING LOAN FUND		4.75

1700 - MISC COMMUNITY DEVPMNT GRANTS

SHI CORP	MINOR EQUIPMENT ACH PMT NO. - 80115774	404.73
TOTAL FOR 1700 - MISC COMMUNITY DEVPMNT GRANTS		404.73

1910 - CRIMINAL JUSTICE ASSISTANCE FD

ALCOHOL MONITORING SYSTEMS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80115567	10,588.64
FIREPOWER INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80115764	359.70
TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD		10,948.34

1940 - CHANNEL FIVE EQUIPMENT RESERVE

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80115621	257.24
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE	257.24
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1970 - FIRE/EMS FUND

AT&T MOBILITY	CELL PHONE CHECK NO. - 00593989	12.48
DIVINES TOWING/DIV OF DIVINE CORP	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80115709	121.07
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	

	ACH PMT NO. - 80115715	17.19
GALLS LLC	CLOTHING ACH PMT NO. - 80115716	19,038.09
GALLS LLC	CLOTHING ALTERATIONS & REPAIRS ACH PMT NO. - 80115716	54.79
GRADOVILLE ACTIVE TRAINING LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80115717	3,750.00
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	VEBA POST EMPLOYMENT ACH PMT NO. - 80115719	500.00
JUMP OFF CONSTRUCTION 1314 S GRAND BLVD	PERMIT REFUNDS PAYABLE CHECK NO. - 00593995	38.00
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80115705	615.61
MATERIAL MOTION INC	MINOR EQUIPMENT ACH PMT NO. - 80115726	3,743.35
NAPA AUTO PARTS GENUINE PARTS CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115728	101.46
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115728	459.37
SPOKANE EMERGENCY PHYSICIANS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80115740	7,945.00
SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80115741	16,500.00
TRANSITIONS 3128 N HEMLOCK ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00593996	38.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00594003	193.98
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00594003	2.53-
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80115621	207.19

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	BANK FEES ACH PMT NO. - 80115621	48.40
US BANK P CARD PAYMENTS	CELL PHONE ACH PMT NO. - 80115621	369.55
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80115621	6.87
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80115621	4,718.67
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80115621	16.35
US BANK P CARD PAYMENTS	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80115621	34.29

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	981.76
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80115621	3,007.27
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80115621	739.80
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80115621	202.46
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80115621	112.66
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80115621	7,185.82
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115621	1,587.85
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80115621	1,865.34
US BANK P CARD PAYMENTS	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80115621	225.49
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115621	7,728.01
US BANK P CARD PAYMENTS	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80115621	196.19
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80115745	1,148.86
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80115745	369.45
US BANK TRAVEL CARD	PER DIEM ACH PMT NO. - 80115745	166.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	386.42
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	13.99
WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY -	13.21
YWCA OF SPOKANE 930 N MONROE ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00593997	38.00

TOTAL FOR 1970 - FIRE/EMS FUND

84,495.76

1980 - DEFINED CONTRIBUTION ADMIN FND

US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80115621	9.73
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TOTAL FOR 1980 - DEFINED CONTRIBUTION ADMIN FND 9.73

3200 - ARTERIAL STREET FUND

KPFF CONSULTING ENGINEERS CONSTRUCTION OF FIXED ASSETS
ACH PMT NO. - 80115721 5,852.48

TOTAL FOR 3200 - ARTERIAL STREET FUND 5,852.48

3365 - 2018 UTGO LIBRARY CAPITAL BOND

US BANK P CARD PAYMENTS MACHINERY/EQUIPMENT
ACH PMT NO. - 80115621 151.53

TOTAL FOR 3365 - 2018 UTGO LIBRARY CAPITAL BOND 151.53

4100 - WATER DIVISION

ACTION MATERIALS REPAIR & MAINTENANCE SUPPLIES
ACH PMT NO. - 80115564 2,067.16

AED INSTITUTE OF AMERICA INC REPAIR & MAINTENANCE SUPPLIES
ACH PMT NO. - 80115565 2,957.93

ANDREW SEARL PERMITS/OTHER FEES
ACH PMT NO. - 80115608 155.00

BRANOM OPERATING COMPANY LLC REPAIR & MAINTENANCE SUPPLIES
BRANOM INSTRUMENT COMPANY ACH PMT NO. - 80115753 2,842.11

CINTAS CORPORATION LAUNDRY/JANITORIAL SERVICES
ACH PMT NO. - 80115574 910.13

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CONSOLIDATED SUPPLY CO INVENTORY PURCHASES FOR WATER
ACH PMT NO. - 80115575 24,928.17

CONSOLIDATED SUPPLY CO REPAIR & MAINTENANCE SUPPLIES
ACH PMT NO. - 80115755 16,907.23

COPIERS NORTHWEST INC OPERATING RENTALS/LEASES
ACH PMT NO. - 80115576 55.96

CORE & MAIN LP INVENTORY PURCHASES FOR WATER
ACH PMT NO. - 80115757 20,781.94

DELL MARKETING LP MINOR EQUIPMENT
%DELL USA LP ACH PMT NO. - 80115706 196.21

FASTENAL CO REPAIR & MAINTENANCE SUPPLIES
ACH PMT NO. - 80115581 1,112.85

FEDERAL EXPRESS CORP/DBA FEDEX POSTAGE
ACH PMT NO. - 80115715 56.70

FINANCIAL CONSULTING SOLUTIONS CONTRACTUAL SERVICES
GROUP INC DBA FCS GROUP ACH PMT NO. - 80115646 4,319.42

GORLEY LOGISTICS LLC CONTRACTUAL SERVICES

dba FIKES NORTHWEST	ACH PMT NO. - 80115583	86.98
GREYSTONE CONSTRUCTION COMPANY	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00594025	13,000.00
INDUSTRIAL SOFTWARE SOLUTIONS- WONDERWARE LLC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80115720	12,818.40
LAKESIDE INDUSTRIES LOCKBOX 1086	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115588	9,693.92
LOREN J SEARL	PER DIEM CHECK NO. - 00594034	224.50
NEPTUNE TECHNOLOGY GROUP INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80115771	983.18
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115596	40.46
NORFOLK IRON & METAL CO DBA CDA METALS	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00593820	1,891.22
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80115570	220.00
OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80115598	867.16
ROGUE HEART MEDIA SPC	CONTRACTUAL SERVICES ACH PMT NO. - 80115671	7,847.70
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80115737	404.73

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115601	1,372.04
TRAFFIC SAFETY SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115603	3,417.15
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00594003	35.29
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00594003	7.25-
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80115621	709.33
US BANK P CARD PAYMENTS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80115621	661.77
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115621	447.12
US BANK P CARD PAYMENTS	MACHINERY/EQUIPMENT ACH PMT NO. - 80115621	81.75
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80115621	7,510.34
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	1,159.50

US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80115621	104.55
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80115621	3,239.51
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80115621	233.33
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80115621	475.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80115621	1,350.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115621	19,981.94
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80115621	350.66
US BANK P CARD PAYMENTS	TESTING SERVICES ACH PMT NO. - 80115621	45.76
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80115745	837.97
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80115745	661.20

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80115745	71.96
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	50.76
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	79.04
TOTAL FOR 4100 - WATER DIVISION		168,237.78

4250 - INTEGRATED CAPITAL MANAGEMENT

GROUNDWATER SOLUTIONS INC dba GSI WATER SOLUTIONS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80115586	1,658.75
KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80115721	17,323.14
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80115731	20,112.11
PMTECH INC DBA PMWEB	CONTRACTUAL SERVICES ACH PMT NO. - 80115733	1,534.50
US BANK P CARD PAYMENTS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80115621	96.82
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80115621	210.00

US BANK TRAVEL CARD	AIRFARE	
	ACH PMT NO. - 80115745	606.69

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		41,542.01
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4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80115564	179.92
BUSINESS INTERIORS OF IDAHO DBA FREEFORM INTERIORS	OFFICE FURNITURE (NON CAPITAL)	
	ACH PMT NO. - 80115765	766.56
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80115754	3,927.54
FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80115646	4,319.42
FROSTY ICE/DIV OF R PLUM CORP EMPIRE COLD STORAGE & FROSTY	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80115766	126.44
INDUSTRIAL CONSTRUCTION OF WASHINGTON	CONSTRUCTION OF FIXED ASSETS	
	CHECK NO. - 00593993	10,900.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80115570	330.00
PRORATE AND FUEL TAX DEPT OF LICENSING	WA DEPT OF REVENUE	
	CHECK NO. - 00593893	711.73
SHI CORP	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80115737	404.73
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80115775	277.49
TRAFFIC SAFETY SUPPLY INC	SAFETY SUPPLIES	
	ACH PMT NO. - 80115776	3,706.00
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80115621	713.70
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80115621	49.37
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80115621	6,290.86
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80115621	720.00
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL)	
	ACH PMT NO. - 80115621	15.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80115621	1,090.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80115621	1,180.79
US BANK P CARD PAYMENTS	SAFETY SUPPLIES	

	ACH PMT NO. - 80115621	3,549.19
US BANK P CARD PAYMENTS	SMALL TOOLS	
	ACH PMT NO. - 80115621	141.51
US BANK TRAVEL CARD	LODGING	
	ACH PMT NO. - 80115745	3,304.15
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80115745	149.00
WA STATE DEPT OF REVENUE	SAFETY SUPPLIES	
	-	36.31
WSF LLC	EQUIPMENT REPAIRS/MAINTENANCE	
dba WESTERN SYSTEMS &	ACH PMT NO. - 80115691	924.60
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		43,814.31

4320 - RIVERSIDE PARK RECLAMATION FAC

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CENTURYLINK	TELEPHONE	
	CHECK NO. - 00593819	5,720.67
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80115697	6,125.34
CINTAS CORPORATION NO 2	SAFETY SUPPLIES	
	ACH PMT NO. - 80115631	327.00
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80115632	5,270.08
COMCAST	IT/DATA SERVICES	
	ACH PMT NO. - 80115633	211.65
ENDRESS+HAUSER INC	REPAIR & MAINTENANCE SUPPLIES	
C/O FIELD INSTRUMENTS & CONTRO	ACH PMT NO. - 80115640	6,405.28
ERIC B PETERSON	PERMITS/OTHER FEES	
	CHECK NO. - 00593925	154.00
EUROFINS ENVIRONMENT TESTING	TESTING SERVICES	
NORTHWEST LLC	ACH PMT NO. - 80115641	1,407.00
EVOQUA WATER TECHNOLOGIES LLC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80115642	515.44
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80115644	295.56
INLAND ENVIRONMENTAL RESOURCES	CHEMICAL/LAB SUPPLIES	
INC	ACH PMT NO. - 80115652	14,014.54
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80115653	142.20
K & N ELECTRIC MOTORS INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80115656	10,691.92
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80115658	85,395.14

NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80115661	160.39
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80115665	43,105.74
ROSEMOUNT INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00594032	1,830.28
TRAMPUS CARTMELL	PERMITS/OTHER FEES CHECK NO. - 00593895	136.00
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80115684	13,197.66
US BANK P CARD PAYMENTS	CELL PHONE ACH PMT NO. - 80115621	300.41

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115621	1,209.18
US BANK P CARD PAYMENTS	LUBRICANTS ACH PMT NO. - 80115621	3,829.87
US BANK P CARD PAYMENTS	MINOR SAFETY EQUIPMENT ACH PMT NO. - 80115621	1,105.52
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	35.62
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80115621	29,485.34
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80115621	4.50
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80115621	700.00
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		231,776.33

4330 - STORMWATER

CENTURYLINK	TELEPHONE CHECK NO. - 00593819	1,447.94
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	TESTING SERVICES ACH PMT NO. - 80115712	155.00
FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP	CONTRACTUAL SERVICES ACH PMT NO. - 80115646	4,319.41
JERRY MANNING	PERMITS/OTHER FEES CHECK NO. - 00593923	136.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115621	1,323.73
TOTAL FOR 4330 - STORMWATER		7,382.08

4490 - SOLID WASTE DISPOSAL

AED INSTITUTE OF AMERICA INC	MINOR SAFETY EQUIPMENT ACH PMT NO. - 80115623	1,489.87
AIRGAS SPECIALTY PRODUCTS INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00593894	32,618.96
BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO. - 80115626	101.37
CENTURYLINK	TELEPHONE CHECK NO. - 00593991	43.35

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80115635	796.66
ELJAY OIL CO INC	LUBRICANTS ACH PMT NO. - 80115639	91.92
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80115639	1,952.83
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80115714	927.33
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80115714	1,067.52
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115714	500.03
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115718	986.76
HITECK VALVE INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115767	674.42
KENWORTH SALES COMPANY	OPERATING RENTALS/LEASES ACH PMT NO. - 80115769	14,399.95
NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80115663	880.59
NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80115664	3,644.09
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80115667	20,846.15
SPECIALTY MACHINING & MFG CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115738	1,144.50
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00594003	208.58
US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80115621	18.24
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115621	222.96
US BANK P CARD PAYMENTS	IF PHONES	

	ACH PMT NO. - 80115621	57.37
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80115621	2,188.84
US BANK P CARD PAYMENTS	MINOR SAFETY EQUIPMENT ACH PMT NO. - 80115621	2,760.18
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	1,393.20

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80115621	1,799.80
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80115621	391.30-
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80115621	162.05
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80115621	894.23
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80115621	107.62
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO. - 80115621	814.44
US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80115621	139.70
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80115621	1,098.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115621	24,596.57
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80115621	1,095.96
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	33.75
WA STATE DEPT OF REVENUE	PERMITS/OTHER FEES -	14.58
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	215.34
WASHINGTON EQUIPMENT MANUFACTURING CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115749	148.82

TOTAL FOR 4490 - SOLID WASTE DISPOSAL -----
119,745.23

4500 - SOLID WASTE COLLECTION

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80115624	4,314.33
ALSCO DIVISION OF ALSCO INC	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80115624	4.68

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80115625	8,397.15
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80115625	3,488.46

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BRYAN G HAYNES	MEDICAL SERVICES CHECK NO. - 00593897	160.00
CALL2RECYCLE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80115628	2,115.70
CENTURYLINK	TELEPHONE CHECK NO. - 00593896	208.73
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80115630	7,262.13
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80115758	2,755.16
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80115645	72.49
GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLES ACH PMT NO. - 80115638	2,243,316.32
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80115621	669.30
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	343.52
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80115621	874.02
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80115621	404.23
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80115621	65.38
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80115745	168.90
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80115745	1,990.00
WASTEQUIP WASHINGTON	MINOR EQUIPMENT CHECK NO. - 00593927	84,110.63

TOTAL FOR 4500 - SOLID WASTE COLLECTION -----
2,360,721.13

4530 - SOLID WASTE LANDFILLS

US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80115621	3,149.74
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TOTAL FOR 4530 - SOLID WASTE LANDFILLS -----
3,149.74

4600 - GOLF FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00594003	262.40
US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT	
	ACH PMT NO. - 80115621	443.66
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80115621	2,748.88
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80115621	828.08
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80115621	525.00
US BANK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80115621	585.13
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80115621	899.24
US BANK P CARD PAYMENTS	SMALL TOOLS	
	ACH PMT NO. - 80115621	300.41
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	247.40
WA STATE DEPT OF REVENUE	REPAIRS/MAINTENANCE	
	-	9.68
TOTAL FOR 4600 - GOLF FUND		6,849.88

4700 - DEVELOPMENT SVCS CENTER

EDWARD L ANDERSON	PER DIEM	
	CHECK NO. - 00594007	115.89
SPOKANE COUNTY TREASURER	BUILDING ACQUISITION	
	ACH PMT NO. - 80115739	6,916.69
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00594003	139.02
US BANK P CARD PAYMENTS	BANK FEES	
	ACH PMT NO. - 80115621	165.15
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80115621	114.74
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80115621	23.06
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80115621	268.61
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80115621	104.24

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80115621	84.80
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80115621	265.00
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	9.38
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		8,206.58

5100 - FLEET SERVICES FUND

CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80115634	11,551.22
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80115635	767.62
COPPER STATE BOLT & NUT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115636	370.46
ELJAY OIL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115639	2,502.20
GRAINGER INC	MINOR EQUIPMENT ACH PMT NO. - 80115648	138.43
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80115648	280.15
HASKINS STEEL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115649	144.64
HOME DEPOT USA INC THE HOME DEPOT PRO-SUPPLYWORKS	OFFICE SUPPLIES ACH PMT NO. - 80115654	291.44
INDUSTRIAL BOLT & SUPPLY INC IBS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115651	1,830.02
JHAB3 CO DBA MEINEKE CAR CARE CENTER	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00593924	407.10
JIT TRUCK PARTS LLC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00593898	48.04
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115659	426.77
LEAVITT MACHINERY USA INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00593922	2,444.12
MCGUIRE BEARING CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115660	3,058.02
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115662	3,207.13

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115772	329.54
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115666	5,688.14
PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115666	105.97
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00593926	51.46
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115675	4,383.01
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115678	140.21
SPRAY CENTER ELECTRONICS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115679	2,727.17
TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115681	1,029.20
TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115682	3,429.90
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80115621	686.52
US BANK P CARD PAYMENTS	IF VEHICLE/EQUIPMENT REPAIR ACH PMT NO. - 80115621	174.36
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80115621	124.00
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80115621	321.75
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80115621	40.97
US BANK P CARD PAYMENTS	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80115621	6.93
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115621	9,306.82
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80115745	182.17
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80115745	213.78
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80115685	295.79
WASHINGTON AUTO CARRIAGE FABRICATION & TRUCK EQUIP INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115688	12.35

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WENDLE FORD NISSAN ISUZU	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80115689	117.35
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WESTERN STATES EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80115690	546.59

TOTAL FOR 5100 - FLEET SERVICES FUND		57,381.34
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5200 - PUBLIC WORKS AND UTILITIES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80115756	177.86
PITNEY BOWES	IF REPROGRAPHICS	
	CHECK NO. - 00593998	1,569.60
SPOKANE COUNTY TREASURER	SPOKANE COUNTY	
	ACH PMT NO. - 80115677	5,732.36
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00594003	19,598.23
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80115621	34.60
US BANK P CARD PAYMENTS	PERIPHERAL EQUIPMENT	
	ACH PMT NO. - 80115621	135.50
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80115621	755.00

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		28,003.15
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5300 - IT FUND

COMCAST	IT/DATA SERVICES	
	ACH PMT NO. - 80115700	207.64
KERSHAW INC	OFFICE FURNITURE (NON CAPITAL)	
	ACH PMT NO. - 80115770	468.70
KERSHAW INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80115770	322.64
NBS GOVERNMENT FINANCE GROUP	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80115729	4,343.02
NORTHWEST OPEN ACCESS NETWORK	TELEPHONE	
	ACH PMT NO. - 80115730	3,600.00
PITNEY BOWES	OPERATING SUPPLIES	
	CHECK NO. - 00593998	174.40
SHI CORP	IT/DATA SERVICES	
	ACH PMT NO. - 80115737	2,370.26

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SHI CORP	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80115737	3,397.48
US BANK P CARD PAYMENTS	CELL PHONE	
	ACH PMT NO. - 80115621	57.37
US BANK P CARD PAYMENTS	IT/DATA SERVICES	

	ACH PMT NO. - 80115621	564.64
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80115621	377.25
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	422.50
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80115621	286.38
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80115621	900.00
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80115621	43.06
VOLT MANAGEMENT CORP DBA VOLT WORKFORCE SOLUTIONS	CONTRACTUAL SERVICES ACH PMT NO. - 80115748	5,376.00
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	2.08
ZOHO CORPORATION	SOFTWARE MAINTENANCE ACH PMT NO. - 80115751	2,021.95
TOTAL FOR 5300 - IT FUND		24,935.37
5310 - IT CAPITAL REPLACEMENT FUND		

DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80115758	6,990.53
TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		6,990.53
5400 - REPROGRAPHICS FUND		

CANON FINANCIAL SERVICES INC	OPERATING RENTALS/LEASES CHECK NO. - 00593990	927.80
MARK ANDY INC DBA MARK ANDY PRINT PRODUCTS	OPERATING SUPPLIES ACH PMT NO. - 80115592	219.25
TOTAL FOR 5400 - REPROGRAPHICS FUND		1,147.05
5500 - PURCHASING & STORES FUND		

HONORABLE MAYOR AND COUNCIL MEMBERS		05/01/23 PAGE 40
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
JASON SANDOBAL	AIRFARE CHECK NO. - 00594033	650.40
TOTAL FOR 5500 - PURCHASING & STORES FUND		650.40
5600 - ACCOUNTING SERVICES		

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	21.80

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80115621	834.00
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80115745	836.40
TOTAL FOR 5600 - ACCOUNTING SERVICES		----- 1,692.20

5700 - MY SPOKANE

CARAHSOFT TECHNOLOGY CORP	MINOR EQUIPMENT ACH PMT NO. - 80115573	1,164.38
LANGUAGE SERVICES ASSOC INC	INTERPRETER COSTS ACH PMT NO. - 80115722	77.40
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80115621	339.88
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80115621	101.11
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80115745	586.90
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	30.59
TOTAL FOR 5700 - MY SPOKANE		----- 2,300.26

5750 - OFFICE OF PERFORMANCE MGMT

US BANK P CARD PAYMENTS	CELL PHONE ACH PMT NO. - 80115621	23.71
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80115621	57.37
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80115685	198.79
TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		----- 279.87

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5800 - RISK MANAGEMENT FUND

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00594003	226.55
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00594003	87.19-
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80115746	113,348.81
TOTAL FOR 5800 - RISK MANAGEMENT FUND		----- 113,488.17

5810 - WORKERS' COMPENSATION FUND

COPIERS NORTHWEST INC	MISC SERVICES/CHARGES ACH PMT NO. - 80115576	70.36
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80115576	139.89
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80115582	10.20
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		220.45

5830 - EMPLOYEES BENEFITS FUND

ALLIANT INSURANCE SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80115568	5,720.00
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80115637	14,297.85
DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80115759	29,764.35
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	INSURANCE PREMIUMS ACH PMT NO. - 80115719	57,316.00
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80115657	79,886.02
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80115768	113,975.63
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE PREMIUMS ACH PMT NO. - 80115657	25,479.96
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80115669	58,184.88
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80115668	499,126.38

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE FIRE FIGHTERS BENEFIT TRUST	INSURANCE PREMIUMS ACH PMT NO. - 80115602	18,325.68
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		902,076.75

5900 - FACILITIES MANAGEMENT FUND OPS

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80115693	125.25
FIREPOWER INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80115764	245.25
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80115763	608.88
MOUNTAIN CONSULTING SVCS LLC	BUILDING REPAIRS/MAINTENANCE	

	ACH PMT NO. - 80115595	530.00
NATIONSERVE OVERHEAD DOOR CORPORATION	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00593883	479.60
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80115570	110.00
PACIFIC POWER GROUP LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80115599	5,205.65
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80115680	32,983.89
US BANK P CARD PAYMENTS	BACKGROUND CHECKS ACH PMT NO. - 80115621	56.34
US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80115621	4,377.17
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80115621	339.35
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80115621	936.65
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80115621	10,584.92
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80115621	12.81
VERTICAL OPTIONS LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80115605	1,569.60
TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS		58,165.36

5902 - PROPERTY ACQUISITION POLICE

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80115621	1,601.87
TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE		1,601.87

5903 - PROPERTY ACQUISITION FIRE

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80115621	1,091.53
TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE		1,091.53

6100 - RETIREMENT

US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80115621	53.90
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80115621	21.34

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80115621	5,895.00
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80115745	775.40
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80115745	400.00

TOTAL FOR 6100 - RETIREMENT	-----	7,145.64
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6200 - FIREFIGHTERS' PENSION FUND

ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80115568	1,665.00
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80115637	1,155.06
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80115759	1,709.00
EVERGREEN FOUNTAINS LLC	SERVICE REIMBURSEMENT CHECK NO. - 00594018	8,523.00
EVERGREEN FOUNTAINS LLC	SERVICE REIMBURSEMENT CHECK NO. - 00594019	1,200.00
GERARD T DEATHERAGE	SERVICE REIMBURSEMENT CHECK NO. - 00594013	465.00
GN HEARING CARE CORPORATION DBA BELTONE	SERVICE REIMBURSEMENT CHECK NO. - 00594024	5,500.00

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AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JAMES F COSSINS	SERVICE REIMBURSEMENT CHECK NO. - 00594011	2,692.58
JAMES F COSSINS	SERVICE REIMBURSEMENT CHECK NO. - 00594011	2,400.00
JAMES KERNS	SERVICE REIMBURSEMENT CHECK NO. - 00594026	241.77
MADRONA PEAK LLC GENERATIONS HOME CARE	SERVICE REIMBURSEMENT CHECK NO. - 00594023	2,954.23
OMNICARE LLC EVERGREEN PHARMACEUTICAL LLC	SERVICE REIMBURSEMENT CHECK NO. - 00594027	282.22
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80115669	7,064.68
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80115668	75,305.45
RONALD E BUCKNER	SERVICE REIMBURSEMENT CHECK NO. - 00594008	583.05
ROSAUER'S PHARMACY	SERVICE REIMBURSEMENT CHECK NO. - 00594031	62.14

SNOW PEAK 1 LIBERTY LAKE REAL ESTATE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00594035	4,475.00
SNOW PEAK 1 LIBERTY LAKE REAL ESTATE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00594035	2,850.00
UNITED METHODIST HOMES dba ROCKWOOD SOUTH HILL	SERVICE REIMBURSEMENT CHECK NO. - 00594030	14,139.00
UNITED METHODIST HOMES dba ROCKWOOD SOUTH HILL	SERVICE REIMBURSEMENT CHECK NO. - 00594029	63.18
WELLTOWER PEGASUS TENNANT LLC dba SOUTH HILL VILLAGE	SERVICE REIMBURSEMENT CHECK NO. - 00594037	5,335.00
WELLTOWER PEGASUS TENNANT LLC dba SOUTH HILL VILLAGE	SERVICE REIMBURSEMENT CHECK NO. - 00594037	1,938.01
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		140,603.37

6230 - BUILDING CODE RECORDS MGMT

WA STATE TREASURER	CONTRACTUAL SERVICES CHECK NO. - 00594004	4,110.00
TOTAL FOR 6230 - BUILDING CODE RECORDS MGMT		4,110.00

6250 - MUNICIPAL COURT

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE TREASURER	CONTRACTUAL SERVICES CHECK NO. - 00594004	61,842.53
TOTAL FOR 6250 - MUNICIPAL COURT		61,842.53

6300 - POLICE PENSION

ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80115568	1,665.00
CRISTA SENIOR COMMUNITY ASSISTED LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00594012	4,995.00
CRISTA SENIOR COMMUNITY ASSISTED LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00594012	2,780.00
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80115637	919.77
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80115759	1,251.00
EVERGREEN FOUNTAINS LLC	SERVICE REIMBURSEMENT CHECK NO. - 00594014	4,854.00
EVERGREEN FOUNTAINS LLC	SERVICE REIMBURSEMENT CHECK NO. - 00594015	1,100.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT	

	CHECK NO. - 00594020	5,476.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00594020	3,500.00
FLOYD FLICK	SERVICE REIMBURSEMENT CHECK NO. - 00594021	5,500.00
FRYE, GERALD E	SERVICE REIMBURSEMENT CHECK NO. - 00594022	311.80
GN HEARING CARE CORPORATION DBA BELTONE	SERVICE REIMBURSEMENT CHECK NO. - 00594024	63.00
GREGORY C HARSHMAN	SERVICE REIMBURSEMENT ACH PMT NO. - 80115780	35.70
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80115669	5,704.40
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80115668	33,009.90
ROSAUER'S PHARMACY	SERVICE REIMBURSEMENT CHECK NO. - 00594031	139.66
SULLIVAN VENTURES, LLC DBA SULLIVAN PARK ASSISTED LVG	SERVICE REIMBURSEMENT CHECK NO. - 00594036	4,810.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SULLIVAN VENTURES, LLC DBA SULLIVAN PARK ASSISTED LVG	SERVICE REIMBURSEMENT CHECK NO. - 00594036	1,700.00
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TOTAL FOR 6300 - POLICE PENSION -----
77,815.23

6730 - PARKING & BUSINESS IMPROV DIST

HARRY J KOLVA PATRICIA J SULLIVAN	SPECIAL ASSESSMENT PRIN (CURR) CHECK NO. - 00593920	124.99
UNION DISTRICT VENTURES 19 LLC 20012 6TH AVE S	SPECIAL ASSESSMENT PRIN (CURR) CHECK NO. - 00593921	83.41

TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST -----
208.40

TOTAL CLAIMS -----
4,799,053.49



Agenda Sheet for City Council Meeting of*

05/08/2023

Briefing date: 05/08/2023

Status: EXECUTIVE REVIEW

Date Rec'd (Clerk use only) 5/3/2023

Clerk's File # CPR 2023-0003

Renews #

Submitting Dept*: ACCOUNTING

Cross Ref #

Contact Name & Phone*: MICHELLE MURRAY 6032

Project #

Contact E-Mail*: MMURRAY@SPOKANECITY.ORG

Bid #

Add'l Docs Attached? Claim Item

Requisition #

Agenda Item Name: 5600-ACCOUNTING-PAYROLL

Agenda Wording*: Report of the Mayor of pending payroll claims of previously approved obligations through: April 29, 2023. Payroll check #567719 through check #567878 \$8,602,639.38

Summary (Background)*: N/A

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

Fiscal Impact Budget Account

Table with 2 columns: Amount, Budget Account. Row 1: Expense \$ 8,602,639.38 # N/A

Table with 2 columns: Approvals, Council Notifications. Rows for Dept Head, Division Director, Finance, Legal, For the Mayor.

Table with 2 columns: Additional Approvals, Distribution List. Rows for Purchasing, Select Dept 1, 2, 3.

PAYROLL RECAP BY FUND
PAY PERIOD ENDING APRIL 29, 2023

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	12,705.60
0230	CIVIL SERVICE	33,394.14
0260	CITY CLERK	19,398.43
0320	COUNCIL	57,656.50
0330	PUBLIC AFFAIRS / COMMUNICATIONS	30,966.66
0370	ENGINEERING SERVICES	217,033.27
0410	FINANCE	45,226.76
0430	GRANTS MNGMT & FINANCIAL ASSIST	0.00
0450	CD/HS DIVISION	12,487.20
0470	HISTORIC PRESERVATION	7,724.00
0480	OFFICE OF CIVIL RIGHTS,EQUITY, & INCLUSION	3,200.80
0500	LEGAL	129,307.36
0520	MAYOR	33,482.80
0550	NEIGHBORHOOD SERVICES	14,444.80
05601	MUNICIPAL COURT	119,267.50
0570	OFFICE OF HEARING EXAMINER	7,984.00
0620	HUMAN RESOURCES	26,697.03
0650	PLANNING SERVICES	59,194.41
0680	POLICE	1,991,039.78
0690	PROBATION SERVICES	45,364.39
0700	PUBLIC DEFENDERS	88,911.24
0750	ECONOMIC DEVELOPMENT	9,368.80
0860	TREASURER	0.00
	TOTAL GENERAL FUND	2,964,855.47

FUND	FUND NAME	TOTAL
1100	STREET	270,966.04
1200	CODE ENFORCEMENT	64,317.07
1300	LIBRARY	244,537.96
1380	TRAFFIC CALMING MEASURES	2,985.60
1400	PARKS AND RECREATION	354,537.40
1425	AMERICAN RESCUE PLAN	5,414.40
1460	PARKING METER	34,314.77
1620	PUBLIC SAFETY & JUDICIAL GRANT	18,035.64
1625	PUBLIC SAFETY PERSONNEL	187,504.46
1680	CD/HS	67,069.76
1970	EMS FUND	1,722,962.46
4100	WATER	470,339.63
4250	INTEGRATED CAPITAL FUND	58,234.48
4300	SEWER	624,023.16
4480	REFUSE	591,683.28
4600	GOLF	61,057.42
4700	GENERAL SERVICES FUND	182,190.04
5100	FLEET SERVICE	108,927.66
5200	PUBLIC WORKS & UTILITY FUND	56,716.97
5300	MIS	210,529.95
5400	REPROGRAPHICS	7,443.20
5500	PURCHASING	27,455.20
5600	ACCOUNTING SERVICES	120,255.26
5700	MY SPOKANE	38,690.56
5750	PROJECT MANAGEMENT OFFICE	24,022.40
5810	WORKER'S COMPENSATION	22,976.84
5830	SELF-FUNDED MEDICAL/DENTAL	10,105.60
5900	ASSET MANAGEMENT	43,069.90
6060	CITY RETIREMENT	7,416.80
	TOTAL	8,602,639.38

MINUTES OF SPOKANE CITY COUNCIL

Monday, April 24, 2023

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:34 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington. Note: The regularly scheduled 6:00 p.m. Legislative Session was canceled, and Legislative Agenda items were considered during the 3:30 p.m. Briefing 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.

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

MAYORAL PROCLAMATIONS

Month of April *Autism Awareness Month*

Council Member Zappone read the proclamation. Allie Speziale, on behalf of Northwest Autism Center; Julie Perry from the Autism Society of Washington; and Maria Jennings from the Isaac Foundation accepted the proclamation and provided remarks on the event.

April 28, 2023 *Arbor Day*

Council Member Kinnear read the proclamation. Katie Kosanke, on behalf of City of Spokane Parks & Recreation, accepted the proclamation and remarked on the event.

The Mayoral proclamations are attached to these minutes for reference.

Advance Agenda Review

The City Council received an overview from staff on the May 1, 2023, Advance Agenda items.

Action to Approve May 1, 2023, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the May 1, 2023, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

Motion by Council Member Wilkerson, seconded by Council Member Kinnear, the City Council **approved** the May 1, 2023, Advance Agenda.

Current Agenda Review

The City Council reviewed the April 24, 2023, Current Agenda.

Suspension of Council Rules

Motion by Council Member Wilkerson, seconded by Council Member Kinnear, **to suspend** the Council Rules for the purposes of adding specific items to the Legislative Agenda; **carried 7-0.**

Resolutions 2023-0032, 2023-0033, and 2023-0034 (Council Sponsors: Council President Beggs and Council Member Wilkerson)

Motion by Council Member Bingle, seconded by Council Member Zappone, **to add** Resolution 2023-0032, Resolution 2023-0033, and Resolution 2023-0034 (Joint Resolutions with Spokane County) to the Legislative Agenda; **carried 7-0.**

Council Letter to Michelle Weatherly regarding proposed relocation of Opioid Treatment Center (CPR 2023-0016) (Council Sponsors: Council President Beggs and Council Member Wilkerson) and City Clerk Report on Initiative No. 2023-3 filed by Brian Hansen prohibiting encampments near schools, parks, playgrounds, and child care facilities (LGL 2023-0025)

Motion by Council Member Bingle, seconded by Council Member Wilkerson, **to add** Special Considerations Item S1 (City Council letter to Michelle Weatherly at the Washington State Department of Health regarding the Spokane Regional Health District's proposed relocation of the Opioid Treatment Center) and S2 (City Clerk Report on Initiative No. 2023-3 filed by Brian Hansen prohibiting encampments near schools, parks, playgrounds, and child care facilities) to the Legislative Agenda;" **carried 7-0.**

Council Letter to Michelle Weatherly regarding proposed relocation of Opioid Treatment Center (CPR 2023-0016) (Council Sponsors: Council President Beggs and Council Member Wilkerson)

Representatives from the Spokane Regional Health District, Kevin Freeman, Chair of the Board of Health for the Spokane Regional Health District (SRHD), and Misty Challinor, Treatment Services Director for the SRHD, reported on the relocation of the Opioid Treatment Center from SRHD campus to the 8th Street property as it is currently defined, and they responded to Council inquiries. The following action was taken:

Motion by Council Member Wilkerson, seconded by Council Member Kinnear, **to defer** the City Council letter to Michelle Weatherly at the Washington State Department of Health regarding the Spokane Regional Health District's proposed relocation of the Opioid Treatment Center to May 8, 2023, Agenda; **carried 7-0.**

(City Administrator Johnnie Perkins left the dais at 4:29 p.m., at which time Giacobbe Byrd, Director-City Council Office, joined City Council on the dais.)

LEGISLATIVE SESSION

(Note: The regularly scheduled 6:00 p.m. Legislative Session of City Council was canceled. Items listed under the Legislative Session were considered during the City Council's 3:30 p.m. Administrative Session.)

There were no **Council Committee Reports**.

MAYORAL PROCLAMATIONS

For Mayoral Proclamations, see beginning portion of minutes.

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

There were **no Administrative Reports**.

OPEN FORUM

Council President Beggs provided an overview of the rules for Open Forum. The following individuals spoke during the Open Forum:

- Anwar Peace
- Ellis Kleinkauf
- Laura Renz

Dave M was signed up to speak for Open Forum virtually by telephone. Council Member Kinnear raised an issue that Council Rules state that you need to state full name. Council President Beggs inquired if Dave M was willing to state his full name. Dave M indicated that he did not wish to state his full name and that it should be left the way it is. Council discussion ensued. The following action was taken:

Motion by Council Member Cathcart, seconded by Council Member Bingle, that Council **suspends** the Rules to allow Dave M to speak without unveiling true name; **rejected 2-5**.

The following additional individuals spoke during the Open Forum:

- Justice Forral
- Jacob Swartz
- Gretchen McDevitt
- Tim Kinley
- Steve Corker
- Rob Chase

BOARD AND COMMISSION APPOINTMENTS

Appointment to Design Review Board – Community Assembly Liaison

Motion by Council Member Kinnear, seconded by Council Member Zappone, **to defer indefinitely** the one appointment of a Community Assembly Liaison to the Design Review Board; **carried 7-0.**

Appointments to Community, Housing, and Human Services Board (CPR 2012-0033) and Bicycle Advisory Board (CPR 1992-0059)

Upon 7-0 Voice Vote, the City Council **approved** (and thereby confirmed) the following appointments for three-year terms from May 1, 2023, to May 1, 2026:

- Casey Bowers, David Edwards, and Leslie K. Hope to the Community, Housing, and Human Services Board.
- Karim Habib to the Bicycle Advisory Board.

CONSENT AGENDA

Council Member Kinnear requested the Multiple Family Housing Property Tax Exemption Conditional Agreement with Grandview-Washington, LLC be considered separately. After the opportunity for public testimony and an opportunity for Council commentary, with no individuals requesting to speak, the following action was taken:

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

Purchases from Western States CAT (Spokane) of one CAT backhoe and one CAT loader for the Fleet Services Department to replace units that have reached the end of their economic lives—\$400,431.05 (incl. tax). (OPR 2023-0420) (Council Sponsor: Council Member Stratton)

Pre-approval to purchase/lease 12 units for various departments to allow the City to purchase the units at the time they become available and to avoid price increases from the time a quote is received—\$1,695,000. (OPR 2023-0421) (Council Sponsor: Council Member Stratton)

Contract Assignment and Assumption with Proclaim Liberty (Spokane) for utility infrastructure improvements at Liberty Park Terrace Apartments utilizing Connecting Housing to Infrastructure Program (CHIP) Grant funds—\$680,461. (OPR 2022-0581) (Council Sponsors: Council President Beggs and Council Member Bingle)

Agreement with Better Health Together (Spokane) to administer the Youth Homeless Demonstration Project Planning Grant—\$134,879. (OPR 2023-0422) (Council Sponsor: Council Member Zappone)

Multiple Family Housing Property Tax Exemption Conditional Agreements with:

- a. Jordan Bensen-Piscopo for the future construction of approximately 21 units, at Parcel Numbers 35294.1814 and 35294.1815, commonly known as 713 East 29th Avenue. (OPR 2023-0423) (Council Sponsors: Council Members Kinnear and Wilkerson)
- b. 3508 E 34th, LLC for the future construction of approximately 4 units, at Parcel Number 35342.2425 commonly known as 3508 East 34th Avenue. (OPR 2023-0424) (Council Sponsors: Council Members Kinnear and Wilkerson)

The Conditional Agreements will ultimately result in the issuance of final certificates of tax exemption to be filed with the Spokane County Assessor's Office post construction.

Consultant Contract Amendment with Stantec Consulting Services, Inc. (Spokane) for the Northeast Environmental Protection Agency Community Wide Assessment grant to include American Rescue Plan Act funding to leverage and expand the subarea plan for this area from June 30, 2023, through December 30, 2026—\$330,791.91. (OPR 2020-0603) (Council Sponsors: Council Members Cathcart, Bingle, and Kinnear)

Consultant Agreement with GeoEngineers, Inc. (Spokane) for Part 12d Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project – Phase 1—\$108,600 (plus tax, if applicable). (OPR 2023-0426 / RFQu 5820-23) (Council Sponsors: Council Members Stratton and Zappone)

Contract Renewal with Infor Public Sector, Inc. (Tampa, FL) for annual contract maintenance of the Fire Department's Computer Aided Dispatch (CAD) system, covering maintenance fees and non-Microsoft software licenses, and adding four additional CAD mobile licenses for use by the Spokane Fire Department from May 1, 2023 through April 30, 2024—approximately \$97,331.77 (incl. tax). (OPR 2021-0257) (Council Sponsors: Council Members Cathcart and Kinnear)

Master Contract Renewal 2 of 2 with Camtek, Inc. (Spokane) for camera/video management software and access control systems installation and maintenance for Asset Management from January 1, 2023, through December 31, 2023—\$350,000 (incl. tax). (OPR 2020-0067 / RFP 5181-19) (Council Sponsor: Council Member Stratton)

One-year Value Blanket Renewal 2 of 2 with Camtek, Inc. (Spokane) for all hardware and software licensing and/or maintenance they provide from March 1, 2023, through December 31, 2023—\$295,000. (OPR 2019-0073) (Council Sponsor: Council Member Stratton)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through April 14, 2023, total \$6,876,860.57 (Check Nos.: 593478-593625; ACH Nos.: 114924-115235), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$6,392,361.76. (CPR 2023-0002)
- b. Payroll claims of previously approved obligations through April 15, 2023: \$8,764,760.50 (Check Nos.: 567566-567718). (CPR 2023-0003)

City Council Meeting Minutes: April 20, 2023. (CPR 2023-0013)

Multiple Family Housing Property Tax Exemption Conditional Agreement with Grandview-Washington, LLC (OPR 2023-0425) (Taken separately) (Council Sponsors: Council Members Kinnear and Wilkerson)

Upon 4-3 Voice Vote, the City Council **approved** Multiple Family Housing Property Tax Exemption Conditional Agreement with Grandview-Washington, LLC for the future construction of approximately 348 units, at multiple parcel numbers commonly known as 3000 West 14th Avenue.

LEGISLATIVE AGENDA

There were no **Special Budget Ordinances**.

There were no **Emergency Ordinances**.

RESOLUTIONS

Resolutions 2023-0032, 2023-0033, and 2023-0034 (as added during the Briefing Session) (Council Sponsors: Council President Beggs and Council Member Wilkerson)

After an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **adopted** the following three Resolutions:

RES 2023-0032 Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to execute a public water line easement to the City of Spokane. The no-cost water utility easement is 3,099 lineal feet by 30 feet wide for a total of 2.13 acres and is located in Spokane County Assessor Tax Parcels 25320.1101 and 25335.0501. (Council Sponsors: Council President Beggs and Council Member Wilkerson)

RES 2023-0033 Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to convey property in Spokane County Assessor Parcels 14025.9004, 14022.9002, 14022.0601, 14022.0501, 14022.0101, 15355.9007, 15341.9008, 15341.9009, 15341.9001 comprising approximately 9.585 acres of land to Spokane County for Right-of-Way, Border Easement, and Slope Easement necessary for improvements to Craig Road. (Council Sponsors: Council President Beggs and Council Member Wilkerson)

RES 2023-034 Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sell real property located in Spokane County Assessor Tax Parcels 15344.0102; 15344.0103; 15344.0104; 15344.0105; 15344.0106; 15344.0111; and 15344.0113, comprised of approximately 63.27 acres of land located generally fronting on Craig Road, south of McFarlane Road at Spokane International Airport. (Council Sponsors: Council President Beggs and Council Member Wilkerson)

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

Nays: None

Abstain: None

Absent: None

There were no **Final Reading Ordinances**.

There were no **First Reading Ordinances**.

SPECIAL CONSIDERATIONS

City Clerk Report on Initiative 2023-3 Prohibiting Encampments Near Schools, Parks, Playgrounds, and Child Care Facilities. (LGL 2023-0025) (as added during the Briefing Session)

The City Clerk provided a report on Initiative No. 2023-3 filed by Brian Hansen prohibiting encampments near schools, parks, playgrounds, and child care facilities. No public testimony was allowed/taken on this matter. The following action was taken following Council commentary:

Motion by Council Member Bingle, seconded by Council Member Cathcart, **to adopt** the proposed initiative measure; **rejected 2-5**.

As no further action was taken, the City Clerk will transmit the proposed initiative measure to the Hearing Examiner for a formal written opinion.

There were no **Hearings**.

Cancelation of August 14, 2023, City Council Meeting

Council held discussion on canceling the August 14, 2023, City Council meeting. The following action was taken:

Motion by Council member Zappone, seconded by Council Member Kinnear, **to cancel** the August 14 City Council meeting; **carried 6-1**.

ADJOURNMENT

There being no further business to come before the City Council, the meeting adjourned at 5:25 p.m. No Executive Session was held.

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

Terri Pfister
City Clerk

Approved by Spokane City Council on May 8, 2023.

Breean Beggs
City Council President



Agenda Sheet for City Council Meeting of:
05/08/2023

Date Rec'd	5/2/2023
Clerk's File #	OPR 2023-0490
Renews #	

Submitting Dept	COMMUNITY AND ECONOMIC	Cross Ref #	
Contact Name/Phone	ERIC FINCH X6455	Project #	
Contact E-Mail	EFINCH@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0750 - SPOKANE COUNTY AND STATE BROADBAND ACTION TEAM ILA		

Agenda Wording
AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND THE SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY REGARDING NECESSARY OPEN ACCESS BROADBAND INFRASTRUCTURE, SERVICES, DELIVERY ENHANCEMENTS, AND DIGITAL EQUITY SOLUTIONS

Summary (Background)
The City of Spokane has been working with Spokane County and the Broadband Action Team, led by Ariane Schmidt, to submit a report to the state to obtain funding for expansion of fiber/broadband in Spokane County and City. The County has formed the broadband regional public development authority, BROADLINC. BROADLINC was created to focus on the expansion of broadband access and digital equity regionwide, including within the City of Spokane.

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

Approvals		Council Notifications	
Dept Head	MACDONALD, STEVEN	Study Session\Other	Finance &
Division Director	MACDONALD, STEVEN	Council Sponsor	CMs Cathcart &
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	SZAMBELAN, TIMOTHY	efinch@spokanecity.org	
For the Mayor	KIRK, JESSICA	smacdonald@spokanecity.org	
Additional Approvals		AESCHMIDT@spokanecounty.org	
Purchasing		joe@joepoire.com	
		chris.walker@noanet.net	
		sbishop@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

If approved, the City of Spokane will have a seat on the BROADLINC Board and operational efforts near-term will focus on planning and capturing digital equity information for a statewide report for the Federal Government as a pre-requisite to funding availability later this year. BROADLINC will then facilitate grant proposal response, implementation of additional digital infrastructure to provide pathways for unserved and underserved populations as well as the ability to leverage currently available City of Spokane broadband assets. This will result in additional revenue source for the City of Spokane and Economic Development PDAs (\$3R3, NEPDA and UD).

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Community and Economic Development, Innovation and Technology
Contact Name	Steve MacDonald, Eric Finch, Ariane Schmidt (County/BROADLINC)
Contact Email & Phone	efinch@spokanecity.org
Council Sponsor(s)	CM Cathcart, CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 10-15 min
Agenda Item Name	Spokane County and State Broadband Action Team update and ILA
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Update from Ariane Schmidt, Acting Executive Director for the broadband regional public development authority, BROADLINC and Spokane Broadband Action Team (BAT) Lead regarding potential membership of the City of Spokane in the PDA. BROADLINC was created to focus on the expansion of broadband access and digital equity regionwide including within the City of Spokane. This is related to the briefing done by Steve MacDonald a few weeks ago on the broadband grant opportunities with one goal of highlighting the joint planning and process the County, City of Spokane, and other jurisdictions regionally are doing.</p> <p>The City of Spokane will have a seat on the BROADLINC Board and operational efforts near-term will focus on planning and capturing digital equity information for a statewide report for the Federal Government as a pre-requisite to funding availability later this year. BROADLINC will then facilitate grant proposal response, implementation of additional digital infrastructure to provide pathways for unserved and underserved populations as well as the ability to leverage currently available City of Spokane broadband assets. This will result in additional revenue source for the City of Spokane and Economic Development PDAs (S3R3, NEPDA and UD)</p>
Proposed Council Action	Approval of the BROADLINC member city ILA and support of the regional planning process and participation in helping define the digital equity needs for our community. Upon support, would request being able to fast track ILA council approval at the April 24 th meeting to allow CITY member to be part of May PDA board sessions.
Fiscal Impact Total Cost: <u>TBD</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> N/A No cost to join PDA. Costs seen to be grant funded with new future revenue or grant opportunities, with more information to be presented in May/June. Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Federal and State grants Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring N/A 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?

Primary focus is on digital equity and access, to provide quality internet access for all. Specifically targets unserved and underserved populations.

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?

Public information from the federal, state, and local level will be used in a de-identified manner to ensure the most accurate understanding of all internet connection points in our area, the level of access and choice, and the relative equity and economic geographic data to help develop a map of areas that are unserved, underserved, and have digital equity challenges that help support the need for grant funding.

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

Measurements are defined by the National Telecommunications and Information Administration (NTIA) and Broadband Equity, Access and Deployment (BEAD) program requirements that include, but are not limited to the increase of choices to unserved, underserved, increase of participation in existing programs for internet access, increase in average bandwidth available, and cost.

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 program can lead to significant new grant investment, and new revenues from publicly owned broadband assets, to increase digital equity and access, lower cost for consumers, facilitate remote needs for employment, tele-health, and education, and provide future opportunity for economic development.

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND THE
SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY REGARDING
NECESSARY OPEN ACCESS BROADBAND INFRASTRUCTURE, SERVICES
DELIVERY ENHANCEMENTS AND DIGITAL EQUITY SOLUTIONS**

THIS INTERLOCAL AGREEMENT (this “Agreement”) is entered into this ____ day of _____, 2023 (the “Effective Date”) by and between the **CITY OF SPOKANE**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Blvd. Spokane, WA 99201(as the “CITY”), and the **SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY** , a quasi-municipal corporation created pursuant to RCW 35.21.730 - .755, having offices for the transaction of business at 1026 W Broadway Ave, Spokane, WA 99201 (as “BROADLINC”), who are hereinafter referred to as the “PARTIES.”

WITNESSETH:

WHEREAS, the CITY OF SPOKANE is a State of Washington first class charter CITY organized and existing under the Constitution and laws of the State of Washington; and

WHEREAS,

WHEREAS, Spokane County, acting through the Board of County Commissioners, approved Resolution 2022-0845 on December 13, 2022, which is attached hereto as **Exhibit A** and incorporated herein by this reference, which created the Spokane Regional Broadband Development Authority to (i) oversee the acquisition of broadband assets/infrastructure, as lead or co-applicant (where most appropriate), on behalf of member cities and towns of Spokane County, (ii) administer broadband assets/infrastructure for shared use and benefit with the participating cities, towns and areas, and (iii) insure necessary broadband infrastructure and services delivery enhancements; and

WHEREAS, Resolution 2022-0845 also adopted BROADLINC’s charter (the “Charter”), which is attached hereto as **Exhibit B** and incorporated herein by this reference, authorized the creation of corporate bylaws, and established a Board of Directors to govern its affairs; and

WHEREAS, the PARTIES recognize the need to promote digital equity and inclusion that aims to ensure all people and communities have skills, technology and capacity needed to reap the full benefits of our digital economy; and

WHEREAS, Resolution 2022-0845 and the Charter anticipate that various cities and towns will enter into interlocal agreements with BROADLINC for the sole purpose of planning, creating and maintaining regional broadband infrastructure capacity and service delivery expansion to such entities; and

WHEREAS, Chapter 39.34 RCW (the “Interlocal Cooperation Act”) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage; and

WHEREAS, it is the desire of the CITY to enter into this Agreement with BROADLINC to assist the CITY in the administration, coordination, implementation, and deployment of broadband infrastructure and access. The purpose of such actions is to encourage, foster, develop, and improve affordable, quality broadband accessibility for underserved, and unserved communities and populations including those where there is demonstrated digital equity needs; as set forth in this Agreement; and

WHEREAS, the PARTIES have entered into this Agreement in consideration of the mutual benefits to be derived and to coordinate their efforts through the structure provided by the Interlocal Cooperation Act.

NOW, THEREFORE, the PARTIES hereby agree as follows:

SECTION NO. 1: **PURPOSE**

The purpose of this Agreement is to allow BROADLINC to coordinate with the CITY in the development of strategies and plans that encourage, foster, develop, and improve affordable, quality broadband accessibility for underserved, and unserved communities and populations in Spokane County.

SECTION 2: **RESPONSIBILITIES OF THE PARTIES**

2.1 **CITY’s Responsibilities:** The CITY’s obligations under this Agreement are to: (1) designate a primary point of contact for BROADLINC Executive Director; (2) coordinate the selection for the board position on the BROADLINC board from towns/cities having recorded populations over 50,000, as determined by the most recent US Census, which board membership shall be otherwise governed by BROADLINC’s Charter and bylaws; and (3) inform BROADLINC of broadband and digital equity related activities, including private internet service providers communicating with the City/Town in conjunction with the broadband efforts. The CITY, within its sole discretion, shall determine the appropriate legislative or administrative action to effectuate the foregoing commitments.

2.2 **BROADLINC’s Responsibilities:** BROADLINC’s obligations are based on the responsibilities enumerated in the Resolution 2022-0845, Charter and its bylaws, and include the following:

- a) Oversee assets of BROADLINC. Additionally, and upon mutual agreement by the PARTIES, the CITY may convey, lease, and/or allow joint use of CITY owned broadband infrastructure to BROADLINC.

- b) Oversee and administer any grant awards in conjunction with other joint applicants and/or subrecipients.
- c) Oversee the Operating Entity for service delivery of Dark Fiber owned by BROADLINC.
- d) Oversee BROADLINC's budget and ensure Third Party Entities timely receive appropriate revenues.
- e) Pursue ongoing applicable funding, grants, and loans and other customary businesses opportunities for enhanced broadband service delivery in infrastructure enhancement and assurance of Digital Equity and Inclusion.
- f) Oversee the expansion of BROADLINC through the inclusion of additional participating municipal corporations, public entities, or municipalities (i.e. cities, towns, municipal corporations, public utility districts, quasi-municipal corporations, and special purpose districts) via Interlocal Cooperation Agreement(s).
- g) Lead strategic direction for broadband delivery, infrastructure and enhancing for the region, with the State Broadband Office, Federal units, and private sector integrations.
- h) Participate, as appropriate, in public – private partnerships discussion, such as franchise agreements related to the broadband industry within Spokane County.
- i) BROADLINC shall submit a yearly budget, annual report of actuals and revenue proforma to CITY.

SECTION NO. 3: DURATION

This Agreement shall take effect on the Effective Date and shall continue unless one or all of the PARTIES give notice of termination as provided for in Section 9 of this Agreement, or unless BROADLINC terminates pursuant to Resolution 2022-0845, its Charter or State law

SECTION NO. 4: COMPENSATION

There shall be no direct compensation to or from either party.

SECTION NO. 5: RELATIONSHIP OF THE PARTIES

The PARTIES' relationship is set forth in the Recitals of Spokane County Resolution 2022-0845, which is attached hereto as **Exhibit A**.

SECTION NO. 6: LIABILITY

6.1 BROADLINC hereby agrees to indemnify and hold harmless the CITY, its officers, and employees from any and all claims, actions, causes of action, judgments, or liens occasioned by or arising out of BROADLINC's negligence or BROADLINC's failure to comply with applicable laws in BROADLINC's performance of this Agreement (except for any willful misconduct or negligence of the CITY and except for matters for which the CITY has agreed to indemnify BROADLINC hereunder) and to defend for and on behalf of the CITY, its officers and employees, at its own expense, any such claim or cause of action, and, in the event of recovery thereon, to pay any judgment or lien arising therefrom, including any and all costs as a part thereof.

6.2 The CITY hereby agrees to indemnify and hold harmless BROADLINC, its officers and employees from any and all claims, actions, causes of action, judgments or liens occasioned by or arising out of the CITY's negligence or the CITY's failure to comply with applicable laws in the CITY's performance of this Agreement (except for any willful misconduct or negligence of the CITY and except for matters for which BROADLINC has agreed to indemnify the CITY hereunder), and to defend for and on behalf of BROADLINC, its officers and employees, at its own expense, any such claim or cause of action, and, in the event of recovery thereon, to pay any judgment or lien arising therefrom, including any and all costs as a part thereof.

6.3 As BROADLINC's activities, operations, and assets change, the BROADLINC agrees to acquire and maintain appropriate insurance, including but not limited to public liability insurance and errors and omissions insurance, in an amount as specified by the CITY and approved by the appropriate CITY department sufficient to cover potential claims that may arise from or be related to BROADLINC's projects or activities. BROADLINC agrees to name the CITY as an additional insured on such insurance policies.

6.4 Pursuant to state law, the PARTIES expressly understand and agree that any obligation or liability arising out of and/or incurred by either party by reason of this Agreement, or the carrying out of any activity in connection therewith, shall be satisfied exclusively from the assets and credit of the party incurring such liability or obligation, and no creditor or any other person or entity shall have any recourse to any of the assets, credit, or services of the CITY or Spokane County on account of any debts, obligations, or liabilities of BROADLINC. No member of the Board, other officer, employee or agent of BROADLINC shall be individually and personally liable on any obligation assumed by BROADLINC by this Agreement, nor shall any Board member, other officer, employee or agent be individually and personally liable on any obligation assumed by the CITY by this Agreement.

SECTION NO. 7: NOTICES

All notices shall be in writing and served on the other party either personally or by certified mail, return receipt requested. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

CITY: Mayor or designee
CITY OF SPOKANE

808 West Spokane Falls Blvd
Spokane, Washington 99201

BROADLINC: Executive Director
BROADLINC Public Development
1116 West Broadway Ave
Spokane, WA 99260

SECTION NO. 8: ANTI-KICKBACK

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

SECTION NO. 9: TERMINATION

Except as otherwise contemplated by Section 3 above, there shall be no specific termination date applicable to this Agreement. However, either party may, solely within its own discretion, terminate this Agreement with one hundred and eighty days' notice to the non-terminating party.

SECTION NO. 10: MISCELLANEOUS

- A. **NON-WAIVER:** No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. **HEADINGS:** Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the PARTIES. No representation, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement.
- D. **MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- E. **ASSIGNMENT:** This Agreement shall be binding upon the PARTIES, their successors and assigns. Neither party may assign, transfer, or subcontract its interest in this Agreement without the written approval of the other party.
- F. **SEVERABILITY:** In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- G. **COMPLIANCE WITH LAWS:** The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

- H. **NON-DISCRIMINATION:** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.
- I. **VENUE:** This Agreement shall be under the laws Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- J. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- H. **UNDEFINED OR CONFLICTING TERMS:** Any capitalized terms that are otherwise undefined herein shall take the meaning assigned in the attached Resolution 2022-0845 or Charter. In the event of a conflict between the terms of this Agreement and Resolution 2022-0845 or the Charter; Resolution 2022-0845 shall control, the Charter shall be second in priority followed by this Agreement.

SECTION NO. 11: RCW 39.34 REQUIRED CLAUSES

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 3 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity will be created to administer the provisions of this Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See Section No. 2 above.
- E. **AGREEMENT TO BE FILED:** The CITY shall file this Agreement with its City Clerk or place it on its web site or other electronically retrievable public source.
- F. **FINANCING:** To the extent applicable, each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 9 above.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired by BROADLINC under this Agreement shall remain with BROADLINC, unless otherwise provided for in Ordinance No. 2022-0845 or as otherwise agreed to by the PARTIES.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed as of the Effective Date first written above.

CITY OF SPOKANE

By: _____
Its: _____

Attest:

Approved as to form:

CITY Clerk

Assistant CITY Attorney

BROADLINC

By: _____
Its: _____

EXHIBIT A

(Resolution 2022-0845)

EXHIBIT B

(PDA Charter)

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND THE
SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY REGARDING
NECESSARY OPEN ACCESS BROADBAND INFRASTRUCTURE, SERVICES
DELIVERY ENHANCEMENTS AND DIGITAL EQUITY SOLUTIONS**

ADDENDUM C

THIS ADDENDUM TO THE INTERLOCAL AGREEMENT is entered into this ____ day of _____, 2023 (the “Effective Date”) by and between the **CITY OF SPOKANE**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Blvd. Spokane, WA 99201 (as the “CITY”), and the **SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY**, a quasi-municipal corporation created pursuant to RCW 35.21.730 - .755, having offices for the transaction of business at 1026 W Broadway Ave, Spokane, WA 99201 (as “BROADLINC”), who are hereinafter referred to as the “PARTIES.”

WHEREAS, the parties entered into an interlocal agreement regarding necessary open access broadband infrastructure, services delivery enhancement and dignital equity solution and desire to add an addendum to the agreement as set forth below.

NOW, THEREFORE, the Parties hereby agree to add this addendum to the interlocal agreement as follows:

SECTION NO. 1: EXECUTIVE SUMMARY

CITY OF SPOKANE BENEFITS AND VALUE FOR PARTICIPATION IN BROADBAND INFRASTRUCTURE AND DIGITAL EQUITY AS PART OF REGIONAL EFFORT

A. The City of Spokane has a significant opportunity to be a primary partner and assist in making major investments in fiber infrastructure to better influence and solve the digital divide in our communities, better connect community facilities, organizations, and operational infrastructure, facilitate large-scale third-party fiber investment, positively influence the digital infrastructure environment to encourage economic development, and provide large scale 100GB+ internet bandwidth into the region for current and future community needs.

B. The City of Spokane’s goals match the regional efforts, and we are well positioned to mutually benefit from ongoing partnership with the BROADLINC PDA:

- Promote affordable high speed broadband access and equity
- Continues multi-agency partnership for economic and workforce development
- Builds community digital resiliency to ensure education, employment, healthcare, public and private sector services can be responsive and always available

- Put Spokane “on the digital map” for digital infrastructure and broadband service capability to be seen as a digital leader in the Pacific Northwest

C. The City of Spokane’s digital strategy last updated in 2021 is to guide and inform investment and partnership in these areas:

- Connect current and future partner services including public safety, justice, transportation, healthcare, workforce development, and other public services
- Position the City of Spokane as a peer partner in digital infrastructure to enable connections at lower cost while minimizing new street disruption
- Leverage conduit and fiber assets to provide revenue to maintain and expand
- Become a critically needed tool for economic development and business attraction in our Public Development Authorities (PDAs) and Citywide
- Facilitate significantly more high-speed bandwidth into the region
- Create resiliency in our digital infrastructure by providing three routes out of region including eastward to ensure high availability

D. The City of Spokane has an extensive physical network of over 240 miles of conduit and fiber with these characteristics:

- Over 10 active and planned lease agreements to telecommunications providers and other government, education, non-profit, and quasi-government partners generating revenue or in-kind exchange of services.
- Active Tier 2 internet service provider with an active internet exchange point since 2018 that can provide connection services today up to 10GB
- Active programs targeting digital divide, access, and literacy through our Library
- Active programs and staff committed to ongoing digital infrastructure investment
- Ongoing planning and investment in digital infrastructure development including for our Public Development Authorities
- Advocated for greater regional broadband access and investment including economic development needs since 2017.

E. The City of Spokane, in leveraging its current digital assets, staff, and expertise for a regional approach advocates an enduring board position from the City of Spokane (or any large-scale asset provider) as a primary contributor and planner of digital infrastructure and broadband assets in the region and specifically for the City of Spokane, Urban Growth Area (UGA), Utility Service Area, and any joint Public Development Authorities (PDAs) where significant involvement in utility infrastructure already exists or is planned.

RESOLUTION NO. **22 - 0845**

A RESOLUTION CREATING SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY (BROADLINC); APPROVING A CHARTER THEREFOR; ESTABLISHING A BOARD TO GOVERN THE AFFAIRS OF BROADLINC; PROVIDING HOW BROADLINC SHALL CONDUCT ITS AFFAIRS; AND OTHER MATTERS RELATING THERETO.

WHEREAS, pursuant to the Constitution and laws of the State of Washington, Spokane County, Washington is a class A county duly organized and existing (“Spokane County”); and

WHEREAS, pursuant to the provisions of the Revised Code of Washington (“RCW”) 36.01.030, the powers of Spokane County can only be exercised through the Board of County Commissioners of Spokane County, Washington (“Board of County Commissioners”); and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), Spokane County, acting through the Board of County Commissioners has the care of county property and the management of county funds and business; and

WHEREAS, pursuant to the provisions RCW 43.330.530 through RCW43.330.538, Spokane County may coordinate with local governments, tribes, public and private entities, nonprofit organizations, and consumer-owned and investor-owned utilities to develop strategies and plans promoting deployment of broadband infrastructure and greater broadband access, while protecting proprietary information. The purpose of such actions being to encourage, foster, develop, and improve affordable, quality broadband accessibility for underserved, and unserved communities and populations in Spokane County; and

WHEREAS, the Spokane County recognizes that Digital Equity Act provides \$2.75 billion to establish three grant programs that promote digital equity and inclusion which aim to ensure that all people and communities have the skills, technology, and capacity needed to reap

the full benefits of our digital economy. The Act is a necessary component of broadband access for constituents within incorporated and unincorporated areas of the Spokane County; and

WHEREAS, Spokane County, acting through the Board of County Commissioners, desires to create a public development authority that will (i) oversee acquisition of broadband assets/infrastructure, as lead or co-applicant (where most appropriate), on behalf of member cities and towns of Spokane County, (ii) administer broadband assets/infrastructure for shared use and benefit with the participating cities, towns and areas, and (iii) insure necessary broadband infrastructure and services delivery enhancements are available; and

WHEREAS, Spokane County anticipates that various cities and towns will enter into interlocal cooperation act agreements with the Public Development Authority created by this document for the sole purpose of regional broadband infrastructure capacity and services delivery expansion to such entities; and

WHEREAS, the Board of County Commissioners of Spokane County, Washington, is desirous of considering the creation of a public development authority as authorized under RCW 35.21.730 through RCW 35.31.759 for the hereinabove purposes and finds the adoption of this Resolution will further the general public health, safety, welfare and economic development opportunity.

NOW, THEREFORE, BE IT ORDERED AND RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, STATE OF WASHINGTON, PURSUANT TO THE PROVISIONS OF RCW 35.21.730 THROUGH RCW 35.21.759 AS FOLLOWS:

A new chapter hereby added to the Spokane County Code to read as follows:

SPOKANE REGIONAL BROADBAND PUBLIC DEVELOPMENT AUTHORITY

SECTION NO. 1: Purpose.

As authorized by RCW 35.21.730 through RCW 35.21.759, a public authority, to be known as "SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY (hereinafter (BROADLINC)", is hereby created exclusively to undertake, assist with, and otherwise facilitate the public function of providing broadband infrastructure and services delivery enhancements, including but not limited to, terrestrial middle-mile and last-mile access, wireless relay points, satellite connection and other associated known and future technologies, as well as performing any other public function relating to providing such infrastructure services, delivery enhancements, including but not limited to:

1. Own, contract for the operation and management of and oversee assets of BROADLINC.
2. Oversee and administer any grant awards in conjunction with other joint applicants and/or subrecipients.
3. Contract with and oversee the Operating Entity for service delivery of Dark Fiber owned by BROADLINC.
4. Enter into agreements under the ILA with Member Entities to provide broadband infrastructure and services within the jurisdictional boundaries of such entities.
5. Oversee BROADLINC's budget and ensure Member Entities timely receive appropriate revenues.
6. Pursue ongoing applicable funding, grants, and loans and other customary businesses opportunities for enhanced broadband service delivery in infrastructure enhancement and assurance of Digital Equity and Inclusion.
7. Oversee the expansion of BROADLINC through the inclusion of additional participating municipal corporations, public entities, or municipalities (*i.e.* cities, towns, municipal

corporations, public utility districts, quasi-municipal corporations, and special purpose districts).

8. Lead strategic direction for broadband delivery, infrastructure and enhancing for the region, with the State Broadband Office, Federal units and private sector integrations.
9. Participate, as appropriate, in public – private partnerships discussion, such as franchise agreements related to the broadband industry within Spokane County.

For the purpose of receiving the same immunities or exemptions from taxation as that of the County, BROADLINC constitutes a public agency and a creation of the County (within the meaning of Article VII, § I of the Constitution of the state of Washington and within the meaning of those terms in regulations of the United States Treasury and rulings of the Internal Revenue Service prescribed pursuant to Section 103 of the Internal Revenue Code of 1986, as amended).

SECTION NO. 2: Definitions.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

- (1) "BROADLINC Governing Board" or "Board" means the governing body of BROADLINC.
- (2) "Bylaws" means the rules adopted for the regulation or management of the affairs of BROADLINC and all subsequent amendments thereto.
- (3) "Operating Entity" means the entity performing the operational services to maintain broadband assets and services including the use of Dark Fiber strands.
- (4) "ISP" means private sector Internet Services Provider that provides the ability for a user to send information to and receive information from the internet for business and personal use.
- (5) "Middle-Mile" means the segment of internet connectivity that connects the global internet

network to the last mile. It is often delivered via high-speed fiber. Middle-mile networks service as a backbone for a specific region.

(6) "Digital Equity and Inclusion" means the Broadband Equity, Access, and Deployment ("BEAD") program as part of the Infrastructure Investment and Jobs Act ("IIJA").

(7) "Charter" means the charter as the governing document of BROADLINC adopted by this chapter and all subsequent amendments thereto.

(8) "County" means Spokane County.

(9) "Clerk" means the clerk of the Board of County Commissioners or a person authorized to act on such officer's behalf.

(10) "Final action" of the BROADLINC Board means a collective positive or negative decision or an actual vote by a vote of a majority of voting members of the BROADLINC Board.

(11) "Property" shall have the same meaning as in Article VII, § 1 of the Washington State Constitution, and includes real and personal property, equipment and furnishings, cash, accounts receivable, and anything tangible or intangible that is capable of being owned or controlled to produce value or generate cash flow.

(12) "Public authority" or "authority" means the authority created under this chapter.

(13) "Public agency" means any agency, political subdivision, or unit of local government of the State including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, and local service districts; any agency of the State government; any agency of the United States; any Indian tribe recognized as such by the federal government.

(14) "Resolution" means a final action of a quorum of the Board, evidenced by a written instrument signed by the chair of the Board.

(15) "State" (when used as a noun) shall mean the State of Washington.

(16) “Dark Fiber” means fiber optical cable that is not provisioned with lit services for fiber optic communication.

(17) “Monthly Reoccurring Charge” or “MRC” means the monthly fee charged to access BROADLINC dark fiber by a telecommunications provider.

(18) “Interlocal Cooperation Act” or “ILA” means chapter 39.34 RCW, as it may be amended from time to time.

(19) “Net Operating Revenue” means the excess funds BROADLINC has remaining for allocation back to eligible Member Entities after (i) paying the Operating Entity, (ii) paying for BROADLINC operating expenses, and (iii) paying for capital uses and establishment of a capital reserve or as otherwise determined appropriate by the BROADLINC Board.

(20) “Member Entities” means special purpose district, municipal corporation, political subdivisions, or other public or private entities or organizations, with an executed ILA with BROADLINC.

(21) “Broadband Action Team” or “BAT” means the unique group established for Spokane County with the Washington State University Extension and Washington State Broadband Office for community engagement to discuss broadband challenges and opportunities, which lead to local capacity building through increased broadband awareness, access and adoption need and highest demand.

SECTION NO. 3: General powers.

Except as limited by the Constitution of the State, laws, regulations, charter, or this chapter, BROADLINC shall have and may exercise all lawful powers necessary or convenient to affect the purposes for which BROADLINC is organized, including the powers listed in this section.

(1) Acquire, construct, own, sell, lease, exchange, encumber, improve, use, transfer, or

grant security interest in real, personal and intellectual property.

(2) Contract with public and private entities.

(3) Employ and terminate (with or without cause) an Executive Director and personnel and contract for personnel and services with public and private entities.

(4) Accept transfers, gifts, or loans of funds or property.

(5) Sue and be sued.

(6) Incur indebtedness and issue bonds and other instruments evidencing indebtedness with prior approval of the County.

(7) Transfer funds, property, property interests, or services.

(8) Exercise any other powers that are consistent with the purpose for which BROADLINC is organized, and are within the express, or implied authority granted by the County subject to the limitation in Section 5 hereinafter including but not limited to:

(a) creation of a strategic plan from which all operational activities flow,

(b) determining how allocated revenues, if any, from the Board of County Commissioners, as well as other revenues collected and/or administered by BROADLINC are expended,

(c) approval of operational and capital budgets for broadband infrastructure and service delivery, and other services provided by BROADLINC paid for in whole or part by revenue sources collected and/or administered by BROADLINC, and

(d) establish a Dark Fiber lease rate and other related assessments or Monthly Reoccurring charge (MRC), and

(9) Make direct operational decisions with respect to the assets owned and service contracts to operate and utilize such assets.

SECTION NO. 4: Liability.

BROADLINC is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by BROADLINC shall be satisfied exclusively from the assets and property of BROADLINC. No creditor or other person shall have any recourse to the assets, credit, or property of the County or other entity on account of any debts, obligations, liabilities, acts, or omissions of BROADLINC, unless otherwise expressly agreed to in writing by the County or other entity.

SECTION NO. 5: Limitation of powers.

In all activities and transactions, BROADLINC shall be limited as provided in this section.

(1) BROADLINC shall have no power of eminent domain or any power to levy taxes or special assessments.

(2) BROADLINC shall have no power to incur or create any liability that permits recourse by any party or member of the public to any assets, services, resources, or credit of the County or any parties under contract with BROADLINC. All liabilities incurred by BROADLINC shall be satisfied exclusively from the assets and property of BROADLINC, and no creditor or other person shall have any recourse to the assets, credit, or property of the County or any party under contract with BROADLINC on account of any debts, obligations, liabilities, acts or omissions of BROADLINC, unless expressly agreed to in writing by the County or party. The powers, authorities, or rights expressly or impliedly granted to BROADLINC shall not be less than and shall be subject to the County's expressed or implied powers.

(3) BROADLINC is subject to all general laws regulating the County and its officers and officials, including, but not limited to:

- (a) Audits by the State Auditor and accounting requirements in chapter 43.09 RCW;
- (b) Open public record requirements in chapter 42.56 RCW;

- (c) Open public meetings and other public process laws in chapter 42.30 RCW;
- (d) Preservation and destruction of public records in chapter 40.14 RCW;
- (e) Public works requirements in chapter 39.04 RCW;
- (f) Competitive bidding and prevailing wage laws in chapter 39.04 RCW;
- (g) Local government whistleblower laws in chapter 42.41 RCW;
- (h) The prohibition on using public facilities for campaign purposes in chapter 42.17A RCW;
- (i) The Code of Ethics for Municipal Officers-Contract Interests in chapter 42.23 RCW;
- (j) Payments and Advancements in chapter 42.24 RCW;
- (k) The provisions of chapter 4.96 RCW for actions against BROADLINC and its Board, officers, employees, and volunteers; and
- (l) Sale or encumbrance of any real property transferred by the County to the BROADLINC in RCW 35.21.747.

SECTION NO. 6: Charter.

The Charter of BROADLINC is attached hereto as Exhibit A. The Charter shall be issued in duplicate originals, each bearing the signatures of a majority of the members of the Board of County Commissioners and attested by the Clerk. One original shall be filed with the Clerk with this resolution; a duplicate original shall be provided to BROADLINC.

SECTION NO. 7: Effect of issuance of Charter.

BROADLINC shall commence its existence effective upon issuance of its Charter. Except as against the State or the County in a proceeding to cancel or revoke the Charter, delivery of a duplicate original Charter shall conclusively establish that BROADLINC has been established in compliance with the procedures of this chapter. A copy of the Charter, and any amendments

thereto, shall be provided to the State Auditor.

SECTION NO. 8: BROADLINC Governing Board / Subcommittees.

All corporate powers of BROADLINC shall be exercised by or under the authority of the BROADLINC Governing Board (the "Board"); and the business, property and affairs of BROADLINC shall be managed under the supervision of the Board, except as may be otherwise provided by law, this chapter, or the Charter.

(1) The members of the Board shall be as provided in the Charter. The Board shall be composed as follows:

- a) One (1) Spokane County Commissioner
- b) Spokane County Chief Executive Officer
- c) Spokane County Public Works Director
- d) One (1) Elected Representative appointed jointly from the towns and/or cities having recorded populations under 50,000, as determined by the most recent US Census, and having executed an Interlocal Cooperation Act Agreement with BROADLINC for services
- e) One (1) Elected Representative appointed jointly from the cities having a recorded population over 50,000, as determined by the most recent US Census, and having executed an Interlocal Cooperation Act Agreement with BROADLINC for services

All Board members shall serve without compensation from BROADLINC.

(2) The following two (2) Working Subcommittees shall be established by the Board which shall have the following corresponding membership, responsibilities and voting principles where identified:

Working Subcommittee	Membership on Working Subcommittee	Duties of Working Subcommittee
Broadband Action Team	• BROADLINC Executive Director	Monthly Meetings

(BAT)	<ul style="list-style-type: none"> Members listed in the BAT Team 	<ul style="list-style-type: none"> Community and Stakeholder Engagement Community and Stakeholder Communication and Feedback Work with other Washington State BAT Teams
Finance Committee	<ul style="list-style-type: none"> BROADLINC Executive Director Spokane County Senior Director, Finance and Administration (or representative) BROADLINC Board Member appointed by the Board 	<ul style="list-style-type: none"> Yearly Budget Grant Scope and Budget Responses Dark Fiber Lease and/or MRC Recommendation Update on services contracts

SECTION NO. 9: Quorum.

At all meetings of the Board, a majority of voting members of the Board shall constitute a quorum.

SECTION NO. 10: Meetings of the Board.

The Board shall meet as provided in the Charter, but not less than quarterly. Notice of meetings shall be provided as required by chapter 42.30 RCW. Minutes shall be kept in accordance with chapter 42.30 RCW. Members of the Board may participate in a regular or special meeting through the use of any means of remote participation as authorized by law. Any Board member participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

SECTION NO. 11: Bylaws.

Within thirty (30) days after issuance of the Charter, the Board shall hold an organizational meeting, appoint a chair and vice chair, and adopt Bylaws. The Bylaws shall be consistent with the Charter. In the event of a conflict between the Bylaws, this resolution, and the Charter, this resolution shall control, the Charter shall be second in priority, followed by the Bylaws. The power to alter, amend, or repeal the Bylaws or adopt new ones shall be vested in the Board except as otherwise provided in the Charter.

SECTION NO. 12: Board review and approval of required items.

- (1) At least quarterly, the Board shall review monthly statements of income and

expenses which compare budgeted expenditures to actual expenditures. The Board shall review all such information at regular meetings, the minutes of which shall specifically note such reviews and include such information.

(2) Review and approval of the Board by resolution shall be necessary for any of the following transactions:

- (a) Transfer or conveyance of an interest in real estate other than release of a lien or satisfaction of a mortgage after payment has been received and execution of a lease.
- (b) Contracting of debts, issuance of notes, debentures or bonds, and mortgaging or pledging of BROADLINC assets or credit to secure the same.
- (c) Donation of money, property, or other assets belonging to BROADLINC.
- (d) Action by BROADLINC as a surety or guarantor.
- (e) Adoption of an annual budget and a separate capital budget, and amendments thereto.
- (f) Certification of annual reports and statements by the state auditor, as required under chapter 43.09 RCW, to be filed with the clerk as true and correct in the opinion of the Board and of its members except as noted.
- (g) Adopting and amending the Bylaws.
- (h) Consistent with chapter 4.96 RCW, adoption of policies and procedures for managing actions against BROADLINC, the Board, officers, employees, and volunteers.
- (i) Instituting legal proceedings in BROADLINC's name.
- (j) Dissolution of BROADLINC, upon approval by two thirds of the entire Board.

- (k) Amending Dark Fiber Lease and/or Monthly Reoccurring Charge (MRC).
- (l) Recommending amendments to the Charter.

SECTION NO. 13: Charter amendments.

(1) Proceedings Preliminary to Recommending Amendments to the Charter. Any Board member may propose a Charter amendment(s) (subject to prior approval by the Board as provided in this section) to the County. Final action by resolution of the Board is necessary to consider recommending proposed amendment(s) to the Charter. If the Board approves consideration of a proposed amendment(s) to the Charter, information about the proposed Charter amendment(s), including a copy of the proposed amendment(s) in a format that strikes over material to be deleted and underlines new material and a statement of the amendment's purpose and effect, shall be provided to each member of the Board at least thirty (30) days prior to the meeting at which a vote will be taken on a resolution recommending to the County amending the Charter.

(2) Action Amending the Charter. After the preliminary proceedings described in subsection (1) of this section have occurred, final action upon approval by two thirds of the entire Board may be taken recommending to the County amending the Charter. If the amendment(s) differs materially from the original proposed amendment(s) considered during preliminary proceedings, then the preliminary proceedings described in subsection (1) of this section shall be repeated. After final action recommending amending the Charter, the amended Charter recommendation shall be forwarded to the County for action. The County shall consider any recommendation of the Board received under this Section and either approve, disapprove or modify the recommendation as the County deems appropriate. Any amendment to the Charter shall be issued in duplicate originals, each bearing the signature of

the Chair of the Board of County Commissioners. One original shall be filed with the clerk and a duplicate original shall be forwarded to and retained by BROADLINC. PROVIDED, however this Section shall not in any way limit the ability of the County to amend or modify the Charter at any time without processing an amendment with the Board.

SECTION NO. 14: Treasurer.

The Board shall appoint the Spokane County Treasurer to administer a special fund designated "Operating fund of BROADLINC." The appointed treasurer shall be responsible for handling BROADLINC's accounts and finances. The Board shall file a fidelity bond in an amount determined by the Board to be adequate and appropriate covering the actions and omissions of the Treasurer.

SECTION NO. 15: Funding.

Funding of BROADLINC operations and activities shall come substantially from: (1) grants, and (2) Dark Fiber Lease and/or Monthly Reoccurring Charge (MRC). BROADLINC shall use all revenues solely as provided for in the Section No. 1 of this Resolution.

SECTION NO. 16: Audits, inspections, and reports.

Local government accounting laws, and RCW 43.09.200 through 43.09.2855, shall apply to BROADLINC, and copies of all reports filed with the State Auditor shall be filed contemporaneously with the Clerk. At any reasonable time and as often as the County or State Auditor deem necessary, BROADLINC shall make available for inspection, examination, auditing, and copying all of its records, including but not limited to contracts, invoices, payrolls, personnel records, inventories, and financial records and other relevant records. Consistent with RCW 35.21.745(1), the County shall retain the right to control and oversee BROADLINC's operations and funds in order to correct any deficiency and to assure that its purpose is being

accomplished. This responsibility shall not create any liability for the County. BROADLINC shall honor any request by the County in conjunction with its meeting this statutory responsibility.

SECTION NO. 17: Insurance.

BROADLINC shall maintain in full force and effect public liability insurance in an amount sufficient to cover potential claims for bodily injury, death, or disability and for property damage, which may arise in connection with the acts or omissions of BROADLINC naming the County as an additional insured (or equivalent under the terms of the policy/policies).

SECTION NO. 18: Trusteeship.

The County may, after a public hearing with notice to BROADLINC, petition the superior court to impose a trusteeship over BROADLINC. Any trustee appointed by the superior court shall take such actions as necessary during the trusteeship to achieve the object thereof as reasonable, including suspend and/or remove BROADLINC officials, manage the assets and affairs of BROADLINC, exercise any and all BROADLINC powers as necessary or appropriate to fulfill outstanding obligations, restore the capability of BROADLINC, and, if so authorized by the superior court, to oversee its dissolution in accordance with RCW 35.21.750.

SECTION NO. 19: Dissolution.

(1) The Board may propose to the County that BROADLINC be dissolved. Such proposal must be made by resolution adopted by two-thirds of the entire Board at a regular or special meeting of which thirty (30) days advance written notice was given to each Board member, the Clerk and every Member Entity receiving services by BROADLINC at the time. Information about the proposed dissolution, including the grounds for dissolution and distribution of BROADLINC property, shall be provided to each member of the Board, the

Clerk and every Member Entity of BROADLINC at the time at least fourteen (14) days prior to the meeting at which a vote will be taken on the resolution. Within thirty days of adoption of a resolution approving dissolution of BROADLINC, a copy of the resolution shall be delivered to the Clerk. The County may, after a public hearing, dissolve BROADLINC. Upon dissolution, all BROADLINC property, net of all outstanding liabilities, shall be distributed as set forth in an agreed plan of distribution adopted by a two-thirds of the entire Board.

(2) Upon the action taken under Section 19 (1), the County may, after a public hearing with notice to BROADLINC, petition the superior court to dissolve BROADLINC in accordance with RCW 35.21.750. Upon dissolution of BROADLINC and the winding of its affairs, and as determined by order of the Court, any remaining rights, assets, and property may be transferred to a qualified public entity or entities which will fulfill the purposes for which BROADLINC was chartered. Otherwise, all remaining rights, assets, and property shall vest in the County. Upon completion of dissolution proceedings, the Clerk shall indicate such dissolution by inscription of "charter cancelled" on the Charter of BROADLINC, and the existence of BROADLINC shall cease. The Clerk shall give notice thereof to the State Auditor and to other persons as provided in the dissolution statement.

(3) In the event of the insolvency or dissolution of BROADLINC, the superior court of the county in which BROADLINC is or was operating shall have jurisdiction and authority to appoint trustees or receivers of corporate property and assets and supervise such trusteeship or receivership: Provided, that all liabilities incurred by BROADLINC shall be satisfied exclusively from the assets and properties of BROADLINC and no creditor or other person shall have any right of action against the County on account of any debts, obligations, or liabilities of such public corporation, commission, or authority.

SECTION NO. 20: Construction and order of precedence.

This chapter shall be liberally construed so as to effectuate its purposes and the purposes of RCW 35.21.730 through RCW 35.21.759. In the event of an inconsistency between the Charter and this chapter, the inconsistency shall be resolved by giving precedence to this chapter.

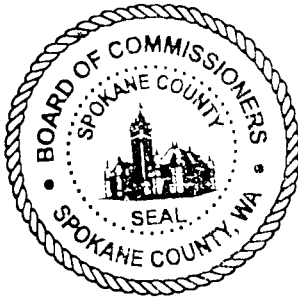
SECTION NO. 21: Severability.

If any provision of this resolution or its application to any person or circumstance is held invalid or unconstitutional, the remainder of the resolution or its application to other persons or circumstances shall not be affected.

SECTION NO. 22: Effective Date.

This resolution shall be effective upon adoption and passage by the Board of County Commissioners.

PASSED AND ADOPTED this 13th day of Dec., 2022.



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ABSENT

Mary L. Kuney, Chair

Al French

Al French, Vice-chair

ATTEST:

Ginna Vasquez

Ginna Vasquez
Clerk of the Board

Josh Kerns

Josh Kerns, Commissioner

EXHIBIT A

CHARTER OF THE SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY

ARTICLE I: NAME

The name of the Authority shall be SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY, also known as BROADLINC.

ARTICLE II: AUTHORITY AND LIMIT ON LIABILITY

Section II.01. Authority. BROADLINC is a public corporation organized pursuant to RCW 35.21.730 through 35.21.759, and Resolution No. 22-_____ (hereinafter "Resolution") of Spokane County, Washington (the "County").

Section II.02. Limit on Liability. All liabilities incurred by BROADLINC shall be satisfied exclusively from the assets and properties of BROADLINC, and no other creditor or other person shall have any right of action against or recourse to the County or any of the parties under contract with BROADLINC, their assets, credit or property on account of any debts, obligations, liabilities or acts or omissions of BROADLINC, unless expressly agreed to in writing by the County or party.

The following disclaimer shall be printed or stamped on all contracts and other documents that evidence any debt by BROADLINC. Failure to display, print or stamp the statement required by this section shall not be taken as creating any liability for any entity other than BROADLINC.

The Spokane Regional Broadband Development Authority ("BROADBAND") is organized pursuant to Resolution No. 22-___ of the Board of County Commissioners of Spokane County, Washington (the "County"), as existing or as hereinafter amended, and RCW 35.21.730 through 35.21.755. All liabilities incurred by BROADLINC shall be satisfied exclusively from the assets and properties of BROADLINC and no creditor or other person shall have any right of action against the County or any other entity on account of any debts, obligations, or liabilities of BROADLINC unless expressly agreed to in writing by the County or entity.

RCW 35.21.750 provides as follows: "[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations or liabilities of such public corporation, commission, or authority."

ARTICLE III: DEFINITIONS

The words and phrases in this Charter shall have the same meanings as defined in the Resolution.

ARTICLE IV: DURATION

The duration of BROADLINC shall be perpetual except as provided in the Resolution.

ARTICLE V: PURPOSE

As authorized by RCW 35.21.730 through RCW 35.21.759, BROADLINC is established exclusively to undertake, assist with, and otherwise facilitate the public function of providing broadband infrastructure and services delivery enhancements, including but not limited to, terrestrial middle-mile and last-mile access, wireless relay points, satellite connection and other associated known and future technologies, as well as performing any other public function relating to providing such infrastructure services, delivery enhancements, including but not limited to:

1. Own, contract for the operation and management of and oversee the assets of BROADLINC.
2. Oversee and administer any grant awards in conjunction with other joint applicants and/or subrecipients.
3. Contract with and oversee the Operating Entity for service delivery of Dark Fiber Access owned by BROADLINC by ISPs.
4. Enter into agreements under the ILA with Member Entities to provide broadband infrastructure and services within the jurisdictional boundaries of such entities.
5. Oversee BROADLINC's budget and ensure Member Entities timely receive appropriate revenues.
6. Pursue ongoing applicable funding, grants, and loans and other customary businesses opportunities for enhanced broadband service delivery in infrastructure enhancement and assurance of Digital Equity, also called DDI.
7. Oversee the expansion of BROADLINC through the inclusion of additional participating municipal corporations, public entities, or municipalities (i.e. cities, towns, municipal corporations, public utility districts, quasi-municipal corporations, and special purpose districts).
8. Lead strategic direction for broadband delivery, infrastructure and enhancing for the region, with the State Broadband Office, Federal units and private sector integrations.
9. Participate, as appropriate, in public – private partnerships discussion, such as franchise agreements related to the broadband industry within Spokane County.

For the purpose of receiving the same immunities or exemptions from taxation as that of the Spokane County, BROADLINC constitutes a public agency and a creation of Spokane County (within the meaning of Article VII, § I of the Constitution of the state of Washington and within the meaning of those terms in regulations of the United States Treasury and rulings of the Internal Revenue Service prescribed pursuant to Section 103 of the Internal Revenue Code of 1986, as amended).

ARTICLE VI: POWERS AND RESPONSIBILITIES

Section VI.01. Powers. BROADLINC shall have and may exercise all lawful powers conferred by State laws, the Resolution, this Charter and its Bylaws. BROADLINC in all of its activities and transactions shall be subject to the powers, procedures subject to the limitations contained in the Resolution.

Section VI.02. Provision of Services. BROADLINC shall provide broadband infrastructure and

services to Member Entities desiring the same pursuant to one or more agreements under the ILA. Member Entities receiving such services shall pay a Dark Fiber Lease and/or MRC as established by the BROADLINC Governing Board ("Board").

Section VI.03. Actions against BROADLINC, the Board, Officers, Employees and Volunteers. The provisions of chapter 4.96 RCW shall apply to actions against BROADLINC, its directors, officers, employees and volunteers.

ARTICLE VII: GOVERNING BOARD

Section VII.01. Authority and Responsibilities of the Board. The Board shall have the authority and responsibilities to provide policy oversight and legislative direction for BROADLINC and its administration and assure the purposes described in the Resolution and this Charter are reasonably accomplished.

Section VII.02. Board Composition. The Board shall consist of ____ () persons as follow:

1. One (1) Spokane County Commissioner
2. Spokane County Chief Executive Officer
3. Spokane County Public Works Director
4. One (1) Elected Representative appointed jointly from the towns and/or cities having recorded populations under 50,000, as determined by the most recent US Census, and having executed an Interlocal Cooperation Act Agreement with BROADLINC for services
5. One (1) Elected Representative appointed jointly from the cities having a recorded population over 50,000, as determined by the most recent US Census, and having executed an Interlocal Cooperation Act Agreement with BROADLINC for services

Section VII.03. Conditions. A member of the Board may only serve for such a time that he or she is the duly appointed and acting in the capacity they represent. All members of the Board serve without compensation from BROADLINC.

Section VII.04. Quorum. At all meetings of the Board, a majority of voting members shall constitute a quorum.

Section VII.05. Committees. The Board may have Working Subcommittees as provided for in the Resolution.

Section VII.06. Voting. The Board shall strive to operate by consensus. Each individual member of the Board shall be a voting member. Any resolution or motion authorizing or approving an action shall require an affirmative vote of a majority of the Board members voting on the issue, unless otherwise provided for in the Resolution or this Charter. Proxy voting shall not be allowed.

Section VII.07. Officers. The Board shall have two officers, a Chair and Vice-Chair. Appointment, removal and term of office shall be established in the Bylaws.

Section VII.08. Actions Requiring Approval by Resolution of the Board. Review and approval of Board by resolution shall be necessary for any of the following actions:

1. Transfer or conveyance of an interest in real estate other than release of a lien or

satisfaction of a mortgage after payment has been received and execution of a lease.

2. Contracting of debts, issuance of notes, debentures or bonds, and mortgaging or pledging of BROADLINC assets or credit to secure the same.
3. Donation of money, property, or other assets belonging to BROADLINC.
4. Action by BROADLINC as a surety or guarantor.
5. Adoption of an annual budget and a separate capital budget, and amendments thereto.
6. Certification of annual reports and statements by the state auditor, as required under chapter 43.09 RCW, to be filed with the Clerk as true and correct in the opinion of the Board and of its members except as noted.
7. Adopting and amending the Bylaws.
8. Consistent with chapter 4.96 RCW, adoption of policies and procedures for managing actions against BROADLINC, the Board, officers, employees, and volunteers.
9. Instituting legal proceedings in BROADLINC's name.
10. Dissolution of BROADLINC, upon approval by two-thirds of the entire Board.
11. Amending Dark Fiber Lease and/or Monthly Reoccurring Charge (MRC).
12. Recommending amendments to this Charter.

ARTICLE VIII: MEETINGS

Section VIII.01. Frequency of Meetings. The Board shall meet as established in the Bylaws, but not less than quarterly. Special meetings of the Board may be called as provided in the Bylaws.

Section VIII.02. Open Public Meetings. The Open Public Meetings Act, chapter 42.30 RCW, shall apply to all meetings of the Board or any committee or working committee thereof when the committee acts on behalf of the Board, conducts hearings or takes testimony or public comment. Members of the Board may participate in a regular or special meeting through the use of any means of remote participation as authorized by law. Any Board member participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

Section VIII.03. Parliamentary Authority. The most current version of Robert's Rules of Order Newly Revised shall guide meetings where they are consistent with this Charter or Bylaws.

Section VIII.04. Minutes. The Board shall cause minutes to be kept of all regular and special meetings of the Board. Minutes shall include a record of individual votes on all matters requiring approval of the Board. Minutes shall be kept in accordance with chapter 42.32 RCW.

ARTICLE IX: BYLAWS

The Board shall review, approve and amend Bylaws for all matters related to the governance of BROADLINC. The Bylaws provide rules governing BROADLINC and its activities consistent with the laws of the State, the Resolution and this Charter. In the event of a conflict between the Bylaws, the

Resolution, and this Charter, the Resolution shall control, this Charter shall be second in priority, followed by the Bylaws. Any amendments to the Bylaws (which may consist of an entirely new set of Bylaws) shall be approved by resolution of the Board.

ARTICLE X: AMENDMENTS OF CHARTER AND BYLAWS

Amendments to this Charter shall be as provided in the Resolution. Amendments to the Bylaws shall be as provided in Article IX of this Charter and be amended by majority vote of the BROADLINC Governing Board.

ARTICLE XI: ADOPTION OF FISCAL YEAR AND BUDGET

Section XI.01. Fiscal Year. The fiscal year shall coincide with the calendar year.

Section XI.02. Funding. Funding for BROADLINC operations and activities include but are not limited to funds distributed to BROADLINC from grants and Dark Fiber Lease and/or Monthly Reoccurring Charge (MRC). The Board shall determine any Dark Fiber Lease and/or Monthly Reoccurring Charge (MRC).

Section XI.03. Budget Process. Within the timelines prescribed in the Bylaws, the Director shall provide to the Board a preliminary budget approved by the Finance Committee for the ensuing fiscal year.

Section XI.04. Budget Adoption. Within the timelines prescribed in the Bylaws, the Director shall provide to the Board for review and approval of a final budget for the ensuing fiscal year. This budget shall include: proposed service levels, baseline operations budget, any proposed enhancements, recommended capital equipment/facility acquisition and proposed financing methodologies. No increase or decrease to the final budget shall occur without the approval of the Board.

Section XI.05. Accounting, Budgeting and Reporting. BROADLINC shall be subject to the Budgeting Accounting & Reporting System (BARS) applicable local government and shall comply with local government accounting laws, including but not limited to chapter 43.09 RCW.

ARTICLE XII: DIRECTOR AND OPERATIONS

The Board may appoint, designate, employ, contract for and remove a Director of BROADLINC and such other personnel as determined to be necessary for its operations. The Director and other personnel shall be responsible to the Board for the administration of the affairs of BROADLINC as may be authorized from time to time by resolution of the Board. The Director may be authorized or delegated by BROADLINC to: (i) supervise and be responsible for the effective management of the administrative affairs of BROADLINC; (ii) sign documents and contracts on behalf of BROADLINC; and (iii) perform such other duties as delegated or assigned by the Board.

ARTICLE XIII: REGISTERED AGENT, CLAIMS AND SERVICES

Section XIII.01. Registered Agent. The registered agent for BROADLINC is its Director. The identity of the agent and the address where he/she may be reached during normal business hours must be recorded with the County Auditor. A statement of the registered agent designation, executed by the Chair of the Board shall be filed with the Secretary of State.

Section XIII.02. Claims. Claims made for the damages made under chapter 4.96 RCW shall be

filed with the Director. The identity of the agent and the address where he/she may be reached during normal business hours must be recorded with the County Auditor.

Section XIII.03. Service of Process. Service of process under RCW 4.28.080 shall be by delivering a copy of the summons and complaint to the Director. The identity of the agent and the address where he/she may be reached during normal business hours must be recorded with the County Auditor.

Section XIII.04. Filing. Within thirty (30) days of receipt of the filings described in this Article XIII, BROADLINC shall file copies with the Clerk.

ARTICLE XIV: MISCELLANEOUS

Geographic Limitation.

BROADLINC may conduct activities outside of the County, subject, however, to the applicable limitations set forth in RCW 35.21.740.

Nonexclusive Charter.

This Charter is nonexclusive and does not preclude the granting by the County of other charters to establish additional public corporations pursuant to action of the Board of County Commissioners.

ARTICLE XV: COMMENCEMENT

BROADLINC shall commence its existence effective upon the issuance of its Charter, as sealed and attested by the Clerk.

ARTICLE XVI: DISSOLUTION

Dissolution of BROADLINC shall be in the form and manner required by State law and the Resolution.

ARTICLE XVII: ORDER OF PRECEDENCE

In the event of an inconsistency between the Charter and the Resolution, the inconsistency shall be resolved by giving precedence to the Resolution.

ARTICLE XVIII: APPROVAL OF CHARTER

This Charter was APPROVED by Resolution No. ___ - _____ adopted by the Board of County Commissioners of Spokane County, Washington of the _____ day of _____ 2022.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, Chair

ATTEST:

AL FRENCH , Vice- chair

Ginna Vasquez
Clerk of the Board

JOSH KERNS, Commissioner

Spokane County Broadband Public Development Authority (PDA)

BROADLINC

Executive Summary of Formation

Purpose

BROADLINC (a Public Development Authority of Spokane County) will be created exclusively to undertake, assist with, and otherwise facilitate the public function of providing broadband infrastructure and services delivery enhancements, including but not limited to, terrestrial middle-mile and last-mile access, wireless relay points, satellite connection and other associated known and future technologies, as well as performing any other public function relating to providing such infrastructure services, delivery enhancements noted below:

1. Oversee assets of BROADLINC.
2. Oversee and administer any grant awards in conjunction with other joint applicants and/or subrecipients.
3. Oversee the Operating Entity for service delivery of Dark Fiber owned by BROADLINC.
4. Oversee BROADLINC's budget and ensure Third Party Entities timely receive appropriate revenues.
5. Pursue ongoing applicable funding, grants, and loans and other customary businesses opportunities for enhanced broadband service delivery in infrastructure enhancement and assurance of Digital Equity and Inclusion.,
6. Oversee the expansion of BROADLINC through the inclusion of additional participating municipal corporations, public entities, or municipalities (i.e. cities, towns, municipal corporations, public utility districts, quasi-municipal corporations, and special purpose districts) via Interlocal Cooperation Agreement(s).
7. Lead strategic direction for broadband delivery, infrastructure and enhancing for the region, with the State Broadband Office, Federal units, and private sector integrations.
8. Participate, as appropriate, in public – private partnerships discussion, such as franchise agreements related to the broadband industry within Spokane County.

Board Construct

The BROADLINC Board shall be composed as follows:

- a) Spokane County Commissioner
- b) Spokane County Chief Executive Officer
- c) Spokane County Public Works Director
- d) One (1) Elected Representative appointed jointly from the towns and/or cities having recorded populations under 50,000, as determined by the most recent US Census, and having executed an Interlocal Cooperation Act Agreement with BROADLINC for services
- e) One (1) Elected Representative appointed jointly from the cities having a recorded population over 50,000, as determined by the most recent US Census, and having executed an Interlocal Cooperation Act Agreement with BROADLINC for services

The following two (2) Working Subcommittees shall be established by the Board:

- a) Broadband Action Team (BAT) that includes the BROADLINC Executive Director who participates/facilitates in the monthly meetings for community and stakeholder engagement.

- b) Finance Committee that includes the BROADLINC Executive Director, Spokane County Senior Director, Finance and Administration (or representative) and a Board Member appointed by the BROADLINC Board to oversee the yearly budget, grant scope/budget responses, dark fiber lease and/or Monthly Reoccurring Charges (MRC) fee recommendation, and update on services contracts

Shared Revenues Between PDA and Third Party/Member Entities

Revenues are expected from BROADLINC owned Dark Fiber, or fiber optical cable that is not provisioned with lit services. The Dark Fiber will be leased to telecommunications providers (Private ISPs and others – Fire Dist, School Dist) through a Monthly Reoccurring Charge (MRC).

The Net Operating Revenue will be the excess funds BROADLINC has remaining for allocation back to eligible Third Party/Member Entities after

- (i) paying the Operating Entity,
- (ii) paying for BROADLINC operating expenses, and
- (iii) paying for capital uses and establishment of a capital reserve or as otherwise determined appropriate by the BROADLINC Board.

Example: Dark Fiber Lease charged to ISP per drop is \$20. Operator takes 15% (\$3). The remainder goes to PDA expenses, CIP and then back to Member Entities as revenue

Interim MOU

A recommendation for a short-term MOU between Spokane County and BROADLINC for interim legal, financial and other administrative services until BROADLINC Board membership and bylaws are finalized and able to make decisions regarding the Executive Director selection and other contracted services are established.

Bylaws

Upon formation, the BROADLINC Board, with the Executive Director will construct and adopt the PDA Bylaws.



Agenda Sheet for City Council Meeting of:

05/08/2023

Date Rec'd	4/25/2023
Clerk's File #	ORD C36381
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	KIM MCCOLLIM 625-6443
Contact E-Mail	KMCCOLLIM@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	0450-SBO-TRAC CAPITAL IMPROVEMENT OF RESTROOMS AND SHOWERS

Agenda Wording
 Approve SBO to begin TRAC improvements as quickly as possible to save monthly operational costs of \$80,000-\$90,000 per month.

Summary (Background)
 A capital investment of an estimated \$1.45 million to construct permanent restroom and shower facilities, could reduce the future annual operating costs of TRAC (230 beds/120 winter surge) by nearly \$1 million. That would equate to a full return on investment in less than two years. Funding sources suggested for the capital investment include up to \$1 million from REET 2 and \$450,000 (\$200,000 for construction and a 25% contingency of \$250,000 to cover unanticipated costs) from ARPA.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ \$1,000,000	# 1610-48400-97185-80101
Revenue	\$ \$1,000,000	# 5904-71300-99999-39734
Expense	\$ \$1,000,000	# 5904-71300-94000-56203
Select	\$	#

Approvals		Council Notifications	
Dept Head	MCCOLLIM, KIMBERLEY	Study Session\Other	PIES Committee 4/24/2023
Division Director	MCCOLLIM, KIMBERLEY	Council Sponsor	CM's Stratton and Kinnear
Finance	MURRAY, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	KIRK, JESSICA		
Additional Approvals			
Purchasing			
MANAGEMENT & BUDGET	STRATTON, JESSICA		

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Infrastructure Environment and Sustainability Committee
Contact Name	Kimberley McCollim/Eric Finch
Contact Email & Phone	Kmccollim@spokanecity.org/efinch@spokanecity.org
Council Sponsor(s)	Council Member Karen Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	TRAC Capital Improvement of Restrooms and Showers
Summary (Background) *use the Fiscal Impact box below for relevant financial information	TRAC Shelter Improvement- A capital investment of an estimated \$1.45 million to construct permanent restroom and shower facilities, could reduce the future annual operating costs of TRAC (230 beds/120 winter surge) by nearly \$1 million. That would equate to a full return on investment in less than two years. Funding sources suggested for the capital investment include up to \$1 million from REET 2 and \$500,000 (\$200,000 for construction and a 25% contingency of \$250,000 to cover unanticipated costs) from ARPA.”
Proposed Council Action	Approve SBO(s) to begin TRAC improvements as quickly as possible to save monthly operational costs of \$80,000-\$90,000 per month.
Fiscal Impact	
Total Cost: <u>Estimated 1.45 million</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: REET 2 and ARPA	
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 negative impact: Provides indoor restrooms and showers for unhoused individuals who are being sheltered at TRAC thereby increasing equity of meeting basic needs.	
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 remodel of TRAC will not require data collection, but the return on the investment will be shown in the reduction of costs presently occurring for portable bathroom and showers.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Through TRAC billing invoices, over the next two years, the addition of indoor bathrooms and showers will show an overall reduction of costs.	
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? <i>Capital Strategy</i> – A capital investment of an estimated \$1.45 million to construct permanent restroom facilities, as opposed to rental units, could reduce the future annual operating costs of TRAC (230 beds/120 winter surge) by nearly \$1 million. That would equate to a full return on investment in less than two years.	

ORDINANCE NO C36381

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 Real Estate Excise Tax Fund & the Capital Facilities 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 Real Estate Excise Tax Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$1,000,000.
- A) Of the increased appropriation, \$1,000,000 is provided solely as an operating transfer-out to the Capital Facilities Fund.

Section 2. That in the budget of the Capital Facilities Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$1,000,000.
- A) Of the increased revenue, \$1,000,000 is provided solely as an operating transfer-in from the Real Estate Excise Tax Fund.
- 2) Increase appropriation by \$1,000,000.
- A) Of the increased appropriation, \$1,000,000 is provided solely for capital expenditures related to the permanent construction of restroom and shower facilities at TRAC.

Section 3. 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 make capital improvements at TRAC for eventual cost savings, 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

ORDINANCE NO. C36386

An Ordinance concerning the unauthorized use and possession of controlled substances, counterfeit substances or legend drugs, and creating a new Chapter 10.76 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, the City of Spokane finds that the illicit distribution of drugs into the community, including opioids and the introduction of Fentanyl into the composition of street drugs, has devastated the lives of innumerable individuals within the City of Spokane and has contributed to a growing public health crisis that is characterized by addiction, poisonings and overdose fatalities; and

WHEREAS, the use of controlled substances without a prescription or the supervision of a medical professional has led to growing public health crisis resulting in physical injury and overdose deaths, both nationally and locally; 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 contact with trace amounts of fentanyl can be deadly for anyone; and

WHEREAS, individuals addicted to controlled substances are often the victims of unintended poisonings after ingesting drugs that have been laced with fentanyl; and

WHEREAS, the City has taken steps to compassionately address these problems through a variety of programs including law enforcement's co-responder Behavioral Health Unit (BHU) which teams officers with behavioral health specialists from Frontier Behavior Health (FBH), through the municipal court's Mental Health Court, Community Court Program and various other diversion programs; and

WHEREAS, drug possession and use in public spaces places community members at risk; and

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

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

WHEREAS, current state illicit drug possession laws that expire on June 30, 2023 set penalties as a misdemeanor and preempt the City's authority to impose a more severe penalty until that time; and

WHEREAS, the City seeks to close any gaps in current public use of illicit drug laws and establish enforcement from July 1, 2023 onwards with a penalty of gross misdemeanor unless and until the Legislature acts on a statewide basis, at which time the City will amend its ordinance to align with state law; and,

WHEREAS, the City has an important governmental interest in protecting the health, safety and lives of its residents and in reducing the community impact of drug possession and drug use; and that under its Article XI section 11 police powers, the City is authorized to act in the interest of public safety and welfare; and

WHEREAS, The City Council finds that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions.

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

Section 1. A new Chapter 10.76 of the Spokane Municipal Code is created as follows:

Chapter 10.76

Use and Possession of Controlled or Counterfeit Substances or Legend Drugs

Sections:

- 10.76.010 Definitions
- 10.76.020 Unlawful possession of controlled, counterfeit substances or legend drug.
- 10.76.030 Permissible possession of cannabis.
- 10.76.040 Possession of less than 40 grams of cannabis.
- 10.76.050 Unlawful use of a controlled or counterfeit substance in a public place.
- 10.76.060 Penalty
- 10.76.070 Enforcement
- 10.76.080 Case Resolution

Section 10.76.010 Definitions.

The following definitions are applicable in this chapter:

1. "Controlled substance" means a drug, substance, or immediate precursor included in Schedules I through V as set forth in federal or state laws, or federal or commission rules, but does not include hemp or industrial hemp as defined in RCW 15.140.020.
2. "Counterfeit substance" means a controlled substance which, or the container or labeling of which, without authorization, bears the trademark, trade name, or other identifying mark, imprint, number, or device, or any likeness thereof, of a manufacturer, distributor, or dispenser other than the person or persons who in fact manufactured, distributed, or dispensed such substance and which thereby falsely purports or is represented to be the product of, or to have been distributed by, such other manufacturer, distributor, or dispenser.

3. "Legend drug" means any drugs which are required by state law or regulation of the pharmacy quality assurance commission to be dispensed on prescription only or are restricted to use by practitioners only and shall include controlled substances in Schedules II through V of chapter 69.50 RCW.
4. "Practitioner" has the same definition as in RCW 69.50.101.
5. "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.
6. "Use" means any effort taken in furtherance of an attempt to inject, ingest, inhale, or otherwise introduce a controlled or counterfeit substance or legend drug into the human body.

Section 10.76.020 Unlawful possession of controlled or counterfeit substances or legend drug.

Except as otherwise authorized by Chapter 69.50 RCW, it is unlawful for any person:

1. to knowingly possess a controlled substance unless the substance was obtained directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of his or her professional practice;
2. to knowingly possess a counterfeit substance; or
3. to knowingly possess a legend drug, except upon the order or prescription of an authorized medical practitioner as provided in RCW 69.41.030.

Section 10.76.030 Permissible possession of cannabis.

1. It is not a violation of this chapter for an individual twenty-one years of age or older to possess cannabis, useable cannabis, cannabis concentrates or cannabis infused products in amounts that do not exceed those listed in RCW 69.50.360(3).
2. It is not a violation of this chapter for an individual to possess medical cannabis in accordance with chapters 69.50 or 69.51A RCW.
3. It is not a violation of this chapter for an individual to possess cannabis pursuant to a valid license issued by the Washington State Liquor and Cannabis Control Board.

Section 10.76.040 Possession of less than 40 grams of cannabis.

Except as otherwise provided in Chapter 69.50 RCW, knowing possession of less than 40 grams of cannabis or knowing possession of cannabis, cannabis-infused product or

cannabis concentrates, regardless of THC concentration, by an individual under the age of twenty-one years, is a misdemeanor.

Section 10.76.050 Unlawful use of a controlled or counterfeit substance or legend drug in a public place.

It is unlawful for any person to knowingly use a controlled or counterfeit substance or legend drug in a public place, unless the substance was obtained directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of his or her professional practice. The existence of a valid prescription is an affirmative defense, provable by a preponderance of the evidence.

Section 10.76.060 Penalty

Until July 1, 2023, all violations of this chapter are punishable as a misdemeanor. Beginning on July 1, 2023, any person who violates this chapter is guilty of a gross misdemeanor, except as provided in section 10.76.040.

Section 10.76.070 Enforcement

1. For individuals cited under this section, law enforcement officers shall seize all controlled substances and related drug paraphernalia and place those items onto property to ensure that all evidence is preserved and available for further testing.
2. As an alternative to arrest, citation or referral to the prosecutor, law enforcement may offer a referral to assessment, treatment and other community resources.

Section 10.76.080 Case Resolution

Case resolution and sentencing under this section should address the underlying addiction. The prosecutor is therefore encouraged to resolve cases charged under this section in a manner that will most effectively advance the defendant’s stabilization and recovery. Nothing in this section prevents the prosecutor from offering pretrial diversion or another alternative to prosecution, such as a stipulated order of continuance or deferred prosecution as the mechanism to ensure the defendant receives an assessment, treatment or other services.

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

Section 3. Upon approval by the city attorney, the city clerk is 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.

Section 4. Emergency Clause. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

05/08/2023

Date Rec'd	4/24/2023
Clerk's File #	RES 2022-0035
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	STREETS
Contact Name/Phone	CLINT HARRIS 625-7744
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	1100 - PARKS SPEED ZONE CHANGE

Agenda Wording

A proposed resolution reducing the speed limit on certain arterials to a seasonal Playground 20 miles per hour (mph), as identified in the attached Exhibit A.

Summary (Background)

This returns these arterials to their condition prior to a pandemic-related alteration of speed zone standards.

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

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

Approvals

Dept Head	HARRIS, CLINT E.
Division Director	FEIST, MARLENE
Finance	ORLOB, KIMBERLY
Legal	SCHOEDEL, ELIZABETH
For the Mayor	KIRK, JESSICA

Council Notifications

Study Session\Other	PIES 4/24/23
Council Sponsor	Kinnear, Bingle
Distribution List	
	ceharris@spokanecity.org
	jwthomas@spokanecity.org
	meveland@spokanecity.org
	rlynch@spokanecity.org
	gokihara@spokanecity.org

Additional Approvals

Purchasing	

RESOLUTION NO. 2023-0035

A resolution reducing the speed limit on certain arterials to a seasonal Playground 20 miles per hour (mph), as identified in the attached Exhibit A.

WHEREAS, the Spokane City Council from time to time may modify speed limits to better reflect changing traffic conditions and roadway characteristics; and,

WHEREAS, the Spokane City Council adopted Spokane Municipal Code Section 16A.02.010 that adopts by reference WAC 308-330-270 which, in pertinent part, provides that the maximum speed limits for streets can be established by resolution pursuant to RCW 46.61.415; and,

WHEREAS, the Spokane City Council has authority under WAC 308-330-270 to reduce/ increase speed limits, provided that such alteration shall be made on the basis of an engineering and traffic investigation, be reasonable and safe, and in the interest of the health, safety, and welfare of the citizens of this City; and,

WHEREAS, activities at certain City parks attract a high volume of pedestrian traffic during summer months.

NOW, THEREFORE, BE IT RESOLVED BY THE SPOKANE CITY COUNCIL, that we hereby establish reduced speed limits on certain arterials to a Seasonal Playground 20 miles per hour (mph), as identified in the attached Exhibit A; and,

BE IT FURTHER RESOLVED that the Spokane City Council approves and adopts the "Seasonal Playground Zone Speed Limit Schedule" attached to this Resolution and identified as Exhibit A; and

BE IT FURTHER RESOLVED that the Spokane City Council hereby repeals in its entirety any such previous adoption reducing/changing speed limits in areas in and around parks and playgrounds within the City of Spokane which are inconsistent with those set forth in Exhibit A; and

BE IT FURTHER RESOLVED by the Spokane City Council that Exhibit A may be amended in the future by further Resolution of the City Council of Spokane as is determined by the Spokane City/Traffic Engineer or as may otherwise be required; and

BE IT FURTHER RESOLVED by the Spokane City Council that should any section, subsection, sentence or clause of this Resolution or Exhibit A is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of this Resolution and/or Exhibit A; and,

BE IT FURTHER RESOLVED that the City of Spokane Street Department will prepare, install, and amend such signing as is required to carry out the foregoing provisions and the new Seasonal Playground speed limits shall become effective when posted AND the City of Spokane Street Department will take over maintenance of the signs after installation.

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

City Clerk

Approved as to form:

Assistant City Attorney

EXHIBIT A

Seasonal Playground Zone Speed Limit Schedule

PLAYGROUND SPEED ZONES:

The following road sections have been designated as seasonal 20 miles per hour zones. The maximum speed allowable on the said road sections shall be 20 miles per hour as designated with any of the signage options pursuant to the Manual of Uniform Traffic Control Devices or as amended by Washington Administrative Code. City Council may establish changes to speed limits or by resolution pursuant Revised Code of Washington Section 46.61.415.

Using the School District 81 calendar, the following 20 mph speed zones will be in effect beginning the workweek after the last day of school, including snow make-up days, and rescinded in the workweek prior to the first day of school. The remainder of the year these zones will reflect their previously established speed limits.

A. M. Cannon Park

Maxwell Avenue from Oak Street to Belt Street.

Pettet Drive from Belt Street to 300 feet north of Mission Avenue.

Chief Garry park

Mission Avenue from 65 feet east of Altamont Street to 250 feet east of Regal.

Comstock Park

29th Avenue from 310 feet east of Howard Street to 80 west of Post Street.

Hays Park

Crestline Street from 18 feet south of Glass Avenue to 25 feet south of Empire Avenue.

Lincoln Park

17th Avenue from 230 feet west of Cook Street to 125 feet west of Martin Street.

Mission Park

Mission Avenue from 365 east of Perry Street to 25 west of Columbus Street.

Perry Street from Mission Avenue to 315 feet north of Mission Avenue.

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org 509-625-7744
Council Sponsor(s)	Kinnear & Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 – Seasonal Playground Speed Zone Changes
Summary (Background) *use the Fiscal Impact box below for relevant financial information	A proposed resolution reducing the speed limit on certain arterials to a seasonal Playground 20 miles per hour (mph), as identified in the attached Exhibit A. This returns these arterials to their condition prior to a pandemic-related alteration of speed zone standards.
Proposed Council Action	Approval of Resolution, PIES 4/24/23
Fiscal Impact Total Cost: <u>N/A</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

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

05/08/2023

Date Rec'd	4/24/2023
Clerk's File #	RES 2023-0036
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	STREETS
Contact Name/Phone	CLINT HARRIS 625-7744
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	1100 - BELT SPEED ZONE CHANGE RESOLUTION

Agenda Wording

A proposed resolution reducing the speed limit on Belt Street, from 30 miles per hour (mph) to 20 miles per hour (mph) from 30 ft south of Rockwell Avenue to Wellesley Avenue.

Summary (Background)

This standardizes the speed limit through an area with a library, pool, school facilities and youth activities.

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

Approvals		Council Notifications	
Dept Head	HARRIS, CLINT E.	Study Session\Other	PIES 4/24/23
Division Director	FEIST, MARLENE	Council Sponsor	Kinnear, Bingle
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	SCHOEDEL, ELIZABETH	ceharris@spokanecity.org	
For the Mayor	KIRK, JESSICA	jwthomas@spokanecity.org	
Additional Approvals		meveland@spokanecity.org	
Purchasing		rlynch@spokanecity.org	
		gokihara@spokanecity.org	

RESOLUTION NO. 2023-0036

A resolution reducing the speed limit on Belt Street, from 30 miles per hour (mph) to a year-round Playground 20 miles per hour (mph), from 30 feet south of Rockwell Avenue to Wellesley Avenue.

WHEREAS, the Spokane City Council from time to time may modify speed limits to better reflect changing traffic conditions and roadway characteristics; and,

WHEREAS, the Spokane City Council adopted Spokane Municipal Code Section 16A.02.010 that adopts by reference WAC 308-330-270 which, in pertinent part, provides that the maximum speed limits for streets can be established by resolution pursuant to RCW 46.61.415; and,

WHEREAS, the Spokane City Council has authority under WAC 308-330-270 to reduce/ increase speed limits, provided that such alteration shall be made on the basis of an engineering and traffic investigation, be reasonable and safe, and in the interest of the health, safety, and welfare of the citizens of this City; and,

WHEREAS, the adjacent land use is predominantly school, park, library and shopping center properties; and,

WHEREAS, the existing speed limit on Belt Street is thirty (30) miles per hour.

NOW, THEREFORE, BE IT RESOLVED BY THE SPOKANE CITY COUNCIL, that the speed limit on Belt Street from 30 feet south of Rockwell Avenue to Wellesley Avenue be reduced from 30 mph to 20 mph.

BE IT FURTHER RESOLVED that the City of Spokane Street Department will prepare, install, and amend such signing as is required to carry out the foregoing provisions and the new Playground speed limit shall become effective when posted AND the City of Spokane Street Department will take over maintenance of the signs after installation

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

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org 509-625-7744
Council Sponsor(s)	Kinnear & Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 – Belt Street Speed Zone Change
Summary (Background) *use the Fiscal Impact box below for relevant financial information	A proposed resolution reducing the speed limit on Belt Street, from 30 miles per hour (mph) to 20 miles per hour (mph) from 30 ft south of Rockwell Avenue to Wellesley Avenue. This standardizes the speed limit through an area with a library, pool, school facilities and youth activities.
Proposed Council Action	Approval of Resolution, PIES 4/24/23
Fiscal Impact	
Total Cost: <u>N/A</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

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

05/08/2023

Date Rec'd

4/25/2023

Clerk's File #

ORD C36383

Renews #**Submitting Dept**

PUBLIC WORKS

Cross Ref #**Contact Name/Phone**

KATHERINE MILLER 6338

Project #**Contact E-Mail**

KEMILLER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

5200 - AMENDING SMC 13.04.2025 - TAP AND METER REQUIREMENTS & FEES

Agenda Wording

SMC - Meter sizes would be selected for these housing types using fixture counts as defined by the Plumbing Code or an engineering analysis of expected water use. Adoption of Ordinance on meter sizes related to duplexes and triplexes.

Summary (Background)

Ordinance update to remove specific meter sizes for duplexes and triplexes, consistent with the Plumbing Code or Engineering analysis of expected use. Council adopted an update to Water and Wastewater General Facilities Charges (GFCs) on March 27, 2023, along with a resol. req. add'l analysis and public outreach. Additional options & proposed changes are intended to be brought to CC prior to March 4, 2024. The charges are designed to pay for new capacity in these systems needed for growth.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Revenue \$ TBD

TBD

Select \$

#

Select \$

#

Select \$

#

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

FEIST, MARLENE

Study Session\Other

PIES 4-24-23

Division Director

FEIST, MARLENE

Council Sponsor

CP Beggs; CM's Kinnear, Bingle

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

RICHMAN, JAMES

mfeist@spokanecity.org

For the Mayor

SMITHSON, LYNDEN

ESchoedel@spokanecity.org

Additional Approvals

kemiller@spokanecity.org

Purchasing

rgennett@spokanecity.org

ORDINANCE NO. C36383

AN ORDINANCE relating to Water; amending SMC section 13.04.2025 to chapter 13.04 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.04.2025 is amended to read as follows:

13.04.2025 Tap and Meter Requirements and Fees

- A. Outside City taps must sign a water annexation covenant approved by the City legal department.
- B. Local improvement district and future main extension waivers are required on all approved long services.
- C. Taps one inch and smaller: Pressure reducing valve (PRV) is required before meter if pressure is greater than eighty pounds.
- D. Taps one-and-one-half inch and larger: Pressure reducing valve (PRV) is required after meter if pressure is greater than eighty pounds.
- E. Remote reader charges are included in meter fees.
- F. City taps that need to be installed at a time other than normal water department business hours must pay an additional fee in accordance with City of Spokane [Public Rule 4100-20-02 Water and Hydroelectric Department Fee Schedule](#).
- G. ~~((Duplexes must have a minimum of one-inch tap and one-inch meter.))~~ Meter sizing for all dwelling units shall be based on fixture unit counts, as addressed in the latest addition of the Uniform Plumbing Code, and/or through a hydraulic analysis submitted by the applicant's engineer for review and concurrence by City staff.
- H. ~~((Triplexes must have a minimum of two-inch tap and either a one-and-one-half inch or two-inch meter.))~~
- ~~((I.))~~ Any taps two inches and smaller, installed on a main eighteen inches or larger must pay an additional five hundred dollars (\$500.00) for a tapping saddle.
- ~~((J.))~~ Taps four inches and larger installed by private contractors during a main construction require an inspection fee of two hundred fifty dollars (\$250.00).

Section 2: Effective Date.

This Ordinance shall take effect and be in force on _____, 2023.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works and Utilities
Contact Name	Marlene Feist, Division Director
Contact Email & Phone	mfeist@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5-10 min
Agenda Item Name	General Facility Charges (GFCs) Monthly Update
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Council adopted an update to Water and Wastewater General Facilities Charges (GFCs) on March 27, 2023, along with a resolution requiring additional analysis and public outreach. Additional options and proposed changes are intended to be brought to City Council prior to March 4, 2024.</p> <p>Public Works is delivering a monthly update on these efforts at the Council's PIES meetings during the review period.</p> <p>For April, we will discuss work to establish a citizen committee for the GFC update, similar to the one that reviewed the Transportation Impact Fee proposal. We also will bring forward an ordinance that would remove specific meter sizes for duplexes and triplexes in the Spokane Municipal Code. Meter sizes would be selected for these housing types using fixture counts as defined by the Plumbing Code or an engineering analysis of expected water use.</p> <p>The City of Spokane established a General Facility Charge (GFC) for both Water and Sewer in December of 2002. Prior to March 2023, the charges had never been updated. The charges are designed to pay for new capacity in these systems needed for growth.</p>
Proposed Council Action	Adoption of Ordinance on meter sizes related to duplexes & triplexes
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.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain	

affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible.

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

N/A GFCs will be collected city wide when water meters are purchased for use.

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

GFCs will be reviewed every 3-5 years to ensure they are keeping up with the cost to provide capacity for future development.

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?

Having growth pay for new capacity in the City's utility systems is consistent with the Comprehensive Plan. Projects used to develop GFC rates are consistent with the City's Water System Plan, Comprehensive Plan infrastructure chapters, and Capital Improvement Plans. GFCs also are consistent with Growth Management at the state level, and any changes would comply with state laws.

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

04/24/2023

Date Rec'd	4/19/2023
Clerk's File #	CPR 2023-0016
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CHRIS WRIGHT X6210
Contact E-Mail	CWRIGHT@SPOKANECITY.ORG
Agenda Item Type	Special Considerations
Agenda Item Name	SRHD OPIOID TREATMENT CENTER RELOCATION

Agenda Wording

Consultation by Washington Department of Health regarding SRHD proposal to relocate its opioid treatment center.

Summary (Background)

Spokane Regional Health District (SRHD) is proposing to relocate its current opioid treatment center to a new location at 312 W. 8th Ave. Spokane. WA 99201. The request is currently pending before the Washington Department of Health (DOH), which, pursuant to RCW 71.24.590, is required to consult with the local legislative authority regarding proposal. The deadline to respond to the BOH was April 12. Through communications with the DOH staff, the deadline has been extended to May 9 to allow the City Council and opportunity to fully review the proposal and respond formally to the consultation.

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

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

Approvals		Council Notifications	
Dept Head	WRIGHT, CHRISTOPHER	Study Session\Other	Briefing Session 4/24/23
Division Director		Council Sponsor	Beggs, Wilkerson
Finance		Distribution List	
Legal		cwright@spokanecity.org	
For the Mayor			
Additional Approvals			
Purchasing			



Spokane City Council
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3335
(509) 625-6255

Department of Health
P.O. Box 47852
Olympia, WA, 98504-7852
ATTN: Michelle Weatherly
Delivered via email to OTPComments@doh.wa.gov

April 13, 2023

Re: Spokane Regional Health District Treatment Services Proposed OTP Relocation

Dear Ms. Weatherly,

This is in your response to your letter dated March 28, 2023, requesting feedback from the “legislative authority” for the City of Spokane regarding the proposed relocation of the OTP program currently operated by the Spokane Regional Health District (SRHD).

Article II, Section 5 of the Spokane City Charter vests the legislative authority the City of Spokane with the Spokane City Council. Thus, your letter is properly addressed to the City Council, and, under RCW 71.24.590, the City Council is the proper entity to respond to your inquiry. Consistent with our council rules, the Spokane City Council was briefed on the proposed relocation on April 24, 2023 and the matter was presented for consideration at the regular meeting of the council on May 1, 2023. At the May 1 meeting, the undersigned, all duly elected members of the Spokane City Council and reflecting a majority thereof, endorsed this letter and remain opposed to the currently proposed relocation.

We currently oppose the relocation for both procedural reasons and substantive reasons. Procedurally, there was no meaningful consultation with the City of Spokane, either through Council Member Wilkerson, who formerly sat on the Spokane Regional Health Board before it was reconfigured to exclude City Council members, or through a more recent communication directed to the council as a whole. For the SRHD to suggest otherwise is disappointing.

More important, the proposed new location appears unsuitable. The new location is near a high school and raises the specter of an unhealthy interaction between high school students and program attendees. The proposed new location is not as convenient as the current location, which is centrally

located, and which has far better parking options than the new location. In short, the proposed location is far less desirable than the existing location.

For the foregoing reasons, the undersigned members oppose the proposed relocation of the SRHD treatment program. Enclosed with this letter is the completed consultation form.

Best,

Breean Beggs, Council President

Lori Kinnear, Council Member District 2

Michael Cathcart, Council Member District 1

Betsy Wilkerson, Council Member District 2

Jonathan Bingle, Council Member District 1

Karen Stratton, Council member District 3

Zack Zappone, Council Member District 3

Committee Agenda Sheet

Select Committee Name

Submitting Department	City Council
Contact Name	Chris Wright
Contact Email & Phone	
Council Sponsor(s)	Breean Beggs, Betsy Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Response to DOH on Opioid Treatment Center
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Spokane Regional Health District (SRHD) is proposing to relocate its current opioid treatment center to a new location at 312 W. 8th Ave. Spokane. WA 99201. The request is currently pending before the Washington Department of Health (DOH), which, pursuant to RCW 71.24.590, is required to consult with the local legislative authority regarding proposal. The deadline to respond to the BOH was April 12. Through communications with the DOH staff, the deadline has been extended to May 9 to allow the City Council and opportunity to fully review the proposal and respond formally to the consultation.</p> <p>Council President and CM Wilkerson propose the council formally oppose the relocation for several reasons. First, contrary to representations made to DOH as part of its proposal, the SRHD did not consult with the City Council regarding the proposal or engage in any meaningful community outreach. Second, the proposed new location is near Lewis & Clark High school, and is in a location that offers limited parking.</p> <p>Attached are the following documents:</p> <ul style="list-style-type: none"> (1) Proposed cover letter opposing relocation of the treatment center (2) Completed consultation form, confirming the proposed site is properly zoned for the treatment center but referring all other responses to the cover letter (3) The original materials as submitted to Council by the DOH <p>The matter is being presented to the council without prior committee review, and is scheduled for the council briefing session on April 24.</p>
Proposed Council Action	Group signatures to DOH Letter
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 One-time Recurring

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

Operations Impacts (If N/A, please give a brief description as to why) **N/A**

What impacts would the proposal have on historically excluded communities?

Unknown. Proposal is advocated by Spokane Regional Health District and has not been briefed before council.

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?

Unknown. Proposal is advocated by Spokane Regional Health District and has not been briefed before council.

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

Unknown. Proposal is advocated by Spokane Regional Health District and has not been briefed before council.

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?

Unknown. Proposal is advocated by Spokane Regional Health District and has not been briefed before council.

**COUNTY/CITY LEGISLATIVE AUTHORITY
CONSULTATION FORM FOR PROPOSED OPIOID TREATMENT PROGRAM**

Contact Information

Name of County/City Legislative Authority Completing Form

City of Spokane

Department Name

City Council

Title

Council President and Members

Telephone Number (Include area code)

(509) 625-6254

E-Mail Address

BBeggs@spokanecity.org

Street Address

808 W. Spokane Falls Boulevard

City

Spokane

State

WA

Zip Code

99201

Mailing Address (If different than above)

Street Address

City

State

Zip Code

Name of Contact Person Authorized By County/City Authority
for DOH Consultation (If different than above)

Name of County/City Legislative Authority Completing Form

Department Name

Title

Telephone Number (Include area code)

E-Mail Address

Street Address

City

State

Zip Code

Questions

1. Please comment on support or lack of support by city or county legislative authorities for proposed OTP services: **The proposed relocation does NOT have the support of the legislative authority. Please see attached letter.**

2. Has the proposed OTP communicated with the city and/or the county, as applicable, in order to secure a location that meets city or county land use ordinances? Yes No

3. Is the location of this OTP sited in accordance with appropriate city or county land use ordinances? Yes No

4. Has the proposed OTP consulted with you when developing their community relations plan in order to minimize the impact of the program on the businesses and residential neighborhoods in which the program will be located? Yes No

**COUNTY/CITY LEGISLATIVE AUTHORITY
CONSULTATION FORM FOR PROPOSED OPIOID TREATMENT PROGRAM**

5. Please comment on outcomes related to the communication and consultation that has occurred between you and the proposed OTP: **Please see attached letter.**

Authorization

Signature of person from the County/City Legislative Authority completing this form
s/ Breean Beggs

Type or Print Name

Breean Beggs, Council President

Date

4/24/2023

Please return the city/county legislative authority comments form
and any supporting documentation by 4/11/2023

Please return this material via mail, or e-mail to:

Department of Health

PO Box 47852

Olympia WA 98504-7852

E-Mail: OTPComments@doh.wa.gov



STATE OF WASHINGTON
DEPARTMENT OF HEALTH
HEALTH SYSTEMS QUALITY ASSURANCE
PO Box 47850, Olympia, WA 98504-7850

March 28, 2023

Dear City Legislative Authority,

The Department of Health (DOH) received an application for a change of location on February 1, 2023 for DOH certification of an Opioid Treatment Program (OTP). The applicant is Spokane Regional Health District Treatment Services. The Program is proposing to move from 1101 W College Avenue to 312 W 8th, Spokane, Washington. This applicant submitted a Community Relations Plan, included with this letter, which documents the community outreach conducted by the applicant thus far.

DOH will conduct a review of the proposed OTP application as specified in Revised Code of Washington (RCW) 71.24.590 and Washington Administrative Code (WAC) 246-341. The department is required to issue a certification if the OTP meets requirements outlined.

When making a decision on an application for certification of an OTP, (RCW) 71.24.590 (1)(a)(b) requires DOH to:

- Consult with the county and city legislative authorities in the area in which an applicant proposes to locate a program.
- License or certify only programs that will be sited in accordance with the appropriate county or city land use ordinances.

Please complete the County/City Legislative Authority Consultation Form located at the end of this letter within 14 days of receipt and return the form to DOH with any additional supporting documents. Additional time for response to the consultation form may be requested if needed.

Your feedback is important to this process. If you have any questions about the DOH licensing process to approve an OTP application, please contact OTPComments@doh.wa.gov and a staff member will respond.

Department of Health
Facilities Program
Health Services Quality Assurance Division