

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 August 28, 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 August 28, 2023:

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 859 8861; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: : 2495 127 8671; 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, August 28, 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, AUGUST 28, 2023

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT LORI KINNEAR

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KAREN STRATTON

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 August 28, 2023:

User Name: **COS Guest**

Password: **K8vCr44y**

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

LAND ACKNOWLEDGEMENT

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

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

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

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

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

BRIEFING AND LEGISLATIVE SESSIONS

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

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

ADDRESSING THE COUNCIL

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

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

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

BRIEFING SESSION

(3:30 p.m.)

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

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

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

APPROVAL BY MOTION OF THE ADVANCE AGENDA

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

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

COUNCIL AND COMMITTEE REPORTS

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

PROCLAMATIONS AND SALUTATIONS

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

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

| | | |
|--|---------|---------------|
| Public Facilities District Board – One Appointment | Confirm | CPR 1989-0145 |
| Bicycle Advisory Board – One Appointment | Confirm | CPR 1992-0059 |
| Community, Housing, and Human Services Board – One Reappointment | Confirm | CPR 2012-0033 |

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 Coaxsher (Chelan Falls, WA) for the purchase of Dual-Certified Wildland/Uniform pants—not to exceed \$430,000. (Council Sponsors: Council President Kinnear and Council Member Cathcart) | Approve | OPR 2023-0843 |
| 2. Purchase from JDL Digital Systems, Inc. dba AIRSHIP Industries, Inc. (Redmond, WA) of Airship Video Management System for the Spokane Police | Approve | OPR 2023-0844 |

Department to allow storage of surveillance video (using existing security cameras) from the regional evidence management facility for two years—\$43,520. (Council Sponsor: Council Member Cathcart)

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| 3. | Value Blanket Amendment/renewal 2 of 2 with Eljay Oil Co. Inc. (Spokane Valley, WA) for the purchase of Ultra Low Sulfur #2 Dyed Diesel and Supporting Equipment for the Waste to Energy Facility from October 1, 2023, through September 30, 2024—total cost not to exceed \$175,000 (plus tax). Due to the escalating price of diesel, an additional \$15,000 needs to be added to the current Value Blanket which runs through September 30, 2023. (Council Sponsors: Council President Kinneer and Council Member Bingle) | Approve | OPR 2019-0683 ITB 5076-19 |
| 4. | Value Blanket Amendment with Dykman (Spokane Valley, WA) for the as-needed purchase of variable frequency drives for the Waste to Energy Facility from December 15, 2022, through December 14, 2023—additional \$15,000. Total annual cost: \$85,100 (plus tax). (Council Sponsors: Council President Kinneer and Council Member Bingle) | Approve | OPR 2022-0900 RFQ 5760-22 |
| 5. | Value Blanket Renewal 2 of 2 with Eljay Oil Co. Inc. (Spokane Valley, WA) for the purchase of Chevron lubrication products and other miscellaneous items as-needed for the Waste to Energy Facility from October 1, 2023, through September 30, 2024—annual cost not to exceed \$55,000 (plus tax). (Council Sponsors: Council President Kinneer and Council Member Bingle) | Approve | OPR 2019-0682 ITB 5078-19 |
| 6. | Repairs and maintenance from Pape Machinery (Eugene, OR) of Wirtgen Road Profiler and VogeLe Paver for the Street Department—\$99,232.05 (incl. tax). (Council Sponsor: Council Member Kinneer) | Approve | OPR 2023-0845 |
| 7. | Two-year Value Blanket with Galls, LLC (Spokane) for the Spokane Police Department procurement of ballistic body armor and external carriers from August 1, 2023, to July 31, 2025, utilizing WA State Contract # 03720—\$400,000. (Council Sponsor: Council Member Cathcart) | Approve | OPR 2023-0846 |
| 8. | Contract Amendment with ABM Industry Groups, LLC (Spokane) for janitorial services for Spokane Police Department properties, increasing the contract amount due to the Labor and Industries prevailing wage | Approve & Authorize Contract | OPR 2021-0385 RFB 21-105 |

increase of \$.55 per hour, and adding the new South Precinct location—annual additional amount \$7,691.24. Total contract amount: \$59,235.72. (Council Sponsor: Council Member Cathcart)

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| 9. | <p>Outside Special Counsel Contract Amendments with Stewart A. Estes and the law firm of Keating, Bucklin & McCormack, Inc. P.S. (Seattle, WA) to assist the City in the legal matters of:</p> <p>a. The Estate of David Shafer, et al. v. City of Spokane—additional \$50,000. (Total contract amount: \$100,000.)</p> <p>b. The Estate of Robert Bradley, et al. v. City of Spokane, et al.—additional \$100,000. (Total contract amount: \$150,000.) (Council Sponsor: Council Member Cathcart)</p> | <p>Approve All</p> | <p>OPR 2022-0842</p> <p>OPR 2023-0240</p> |
| 10. | <p>Outside Special Counsel Contract Amendment with Summit Law Group (Seattle, WA) to assist the City in labor negotiation and human resource advice—additional \$75,000. Total contract amount: \$200,000. (Council Sponsor: Council Member Cathcart)</p> | <p>Approve</p> | <p>OPR 2022-0481</p> |
| 11. | <p>Contract with Control Solutions Northwest, Inc. for the chiller replacement at the Combined Communications Building—\$121,920.00 (plus applicable sales tax). Requesting a 10% contingency reserve as well for any additional work. (Council Sponsors: Council President Kinnear and Council Member Cathcart)</p> | <p>Approve</p> | <p>OPR 2023-0847 IPWQ 5934-23</p> |
| 12. | <p>Interlocal Agreement with Spokane School District #81 to reimburse the school district for actual costs associated with the full-width paving of Lamonte Street from 30th Avenue to 33rd Avenue from August 1, 2023, to December 31, 2023—\$178,000. (Relates to Special Budget Ordinance C36430) (Council Sponsors: Council President Kinnear and Council Member Zappone)</p> | <p>Approve</p> | <p>OPR 2023-0848</p> |
| 13. | <p>Interlocal Agreement with Spokane School District #81 to establish funding for two school-based health centers at North Central High School and Shadle Park High School from September 1, 2023, to June 15, 2024—maximum cost \$300,000. (Council Sponsors: Council Members Zappone and Bingle)</p> | <p>Approve</p> | <p>OPR 2023-0849</p> |

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| 14. | Four-year Spokane Fire Department Local 29 SAFO Bargaining Unit Tentative Agreement from January 1, 2021, through December 31, 2024. (Council Sponsor: Council Member Cathcart) | Approve & Authorize Contract | OPR 2023-0850 |
| 15. | Amendment to Interagency Agreement between Spokane Municipal Court and the Washington Traffic Safety Commission to provide additional grant funding from the U.S. Department of Transportation National Highway Traffic Safety Administration for drug and alcohol testing for DUI Court participants from October 1, 2022, to September 30, 2023—additional \$25,000 revenue. Total grant amount: \$75,000. (Relates to Special Budget Ordinance C36431) (Council Sponsors: Council President Kinnear and Council Member Wilkerson) | Approve | OPR 2023-0035 |
| 16. | Low Bid of Shamrock Paving, Inc. (Spokane) for 2023 Residential Chip Seal project—\$1,462,000. An administrative reserve of \$146,200, which is 10% of the contract price, will be set aside. (Council Sponsor: Council President Kinnear) | Approve | OPR 2023-0851 ENG 2023043 |
| 17. | Report of the Mayor of pending: | Approve & Authorize Payments | |
| | a. Claims and payments of previously approved obligations, including those of Parks and Library, through August 18, 2023, total \$7,252,930.98, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$6,355,928.07. | | CPR 2023-0002 |
| | b. Payroll claims of previously approved obligations through August 19, 2023: \$9,365,135.36. | | CPR 2023-0003 |
| 18. | City Council Meeting Minutes: July 31 and August 24, 2023. | Approve | CPR 2023-0013 |

Request motion to substitute the following item with the most recent version (OPR 2023-0017):

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| 19. | Agreement Amendment B with the Salvation Army (Spokane) for operation of the Trent Resource and Assistance Center increasing funding from additional sources under REET 1, Washington State Department of Commerce ROW Funding, and ARPA—\$3,500,000. Total contract amount: \$9,140,586. (Deferred from and substituted on August 21, 2023) (Council Sponsor: Council President Kinnear) Jenn Cerecedes | Approve | OPR 2023-0017 |
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LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

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

ORD C36430 **Traffic Calming Measures Fund**
1) Increase appropriation by \$78,000.
A) Of the increased appropriation, \$78,000 is provided solely for construction of fixed assets.

and

Transportation Benefit District Fund
1) Increase appropriation by \$100,000.
A) Of the increased appropriation, \$100,000 is provided solely for construction of fixed assets.

(This action arises from the need to pave a portion of Lamonte Street per the ILA with District 81.) (Relates to Consent Agenda Item No. 12) (Council Sponsors: Council President Kinnear and Council Member Zappone)

ORD C36431 **Miscellaneous Grants Fund**
1) Increase revenue by \$25,000.
A) Of the increased revenue, \$25,000 is provided by the Washington Traffic Safety Commission as part of the Impaired Driving Strategic Plan.
2) Increase appropriation by \$25,000.
A) Of the increased appropriation, \$25,000 is provided solely for procurement of drug tests.

(This action arises from the need to accept the Washington Traffic Safety Commission's DUI amended court grant.) (Relates to Consent Agenda Item No. 15) (Council Sponsors: Council President Kinnear and Council Member Wilkerson)

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2023-0068** Of Spokane County, City of Spokane, City of Spokane Valley and Cities of Medical Lake, Airway Heights, Cheney, and Liberty Lake in support of providing leadership and staff support for the Spokane Regional Collaborative for the period of August 1, 2023, through October 15, 2023. (Deferred from July 31, 2023, Agenda) (Council Sponsors: Council President Kinnear and Council Member Bingle)
- RES 2023-0074** Appointing _____ to fill the position of Spokane City Council Member, District 2, Position 1 vacated by Lori Kinnear. (Council Sponsor: Council President Kinnear)

Request motion to suspend Council Rules and add the following item (RES 2023-0075):

- RES 2023-0075** Concerning the proposal by the Spokane Regional Collaborative for a Spokane Regional Authority for Homelessness, Housing, Health and Safety. (Council Sponsors: Council President Kinnear and Council Member Stratton)
Chris Wright
- ORD C36424** Relating to the rates of the Water & Hydroelectric Department, amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, and 13.04.20161; to chapter 13.04 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Kinnear and Council Members Bingle and Stratton)
- ORD C36425** Relating to the rates for Water-Wastewater Capital Rates, amending SMC section 13.035.500, to chapter 13.035 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Kinnear and Council Members Bingle and Stratton)
- ORD C36426** Relating to the rates of Wastewater and Sewer public utilities and services, amending SMC sections 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1018, 13.03.1020, 13.03.1022, and 13.03.1011; to chapter 13.03 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Kinnear and Council Members Bingle and Stratton)
- ORD C36427** Relating to the rates of Solid Waste Disposal public utilities and services, amending SMC sections 13.02.0560, 13.02.0561, 13.02.0562, 13.02.0563, and 13.02.0568, to chapter 13.02 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Kinnear and Council Members Bingle and Stratton)
- ORD C36428** Relating to the rates of Solid Waste Collection public utilities and services, amending SMC sections 13.02.0336, 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0518,

13.02.0520, 13.02.0528, 13.02.0552, and 13.02.0554; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Kinnear and Council Members Bingle and Stratton)

ORD C36429

Relating to updates to the sewer use ordinances, adding new SMC sections 13.03.0101, 13.03.0216, 13.03.0217, 13.03.0218, 13.03.0219, 13.03.0220, 13.03.0221, 13.02.0222, 13.03.0223, and 13.03.0503; and amending SMC sections 13.03.0502, 13.03.0508, 13.03.0602, 13.03.0622, 13.03.0628, and 13.03.1216, to chapter 13.03 of the Spokane Municipal Code; and setting an effective date. (As substituted on August 21, 2023) (Council Sponsors: Council President Kinnear and Council Member Bingle)

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

HEARINGS

RECOMMENDATION

| | | |
|---|---|-------------------|
| <p>H1. Hearing on Interim Zoning Ordinance C36405, passed by City Council on July 17, 2023, concerning parking regulations for housing, exempting minimum parking space requirements for certain residential developments; adopting a new Chapter 17C.405 of the Spokane Municipal Code, Interim Parking Regulations for Housing; setting a public hearing; and establishing a work program. (Council Sponsors: Council Members Zappone and Bingle)</p> | <p>Hold Hrg./Adopt Findings of Fact</p> | <p>ORD C36405</p> |
|---|---|-------------------|

ADJOURNMENT

The August 28, 2023, Regular Legislative Session of the City Council will be held and is adjourned to September 11, 2023.

Note: There is no City Council meeting on Monday, September 4, 2023, due to the recognized observance of the Labor Day holiday.

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 also 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 Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact risk Management 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:**

08/28/2023

Date Rec'd

8/3/2023

Clerk's File #

CPR 1989-0145

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

LIZ VAN DEN BERG 509.625.6774

Project #**Contact E-Mail**

LVANDENBERG@SPOKANECITY.ORG

Bid #**Agenda Item Type**Boards and Commissions
Appointments**Requisition #****Agenda Item Name**

0520 - APPOINTMENT TO THE PUBLIC FACILITIES DISTRICT BOARD

Agenda Wording

Cami Eakins, 1st Term, Public Facilities District Board, 4 Year Term, 8/22/2023-8/21/2027

Summary (Background)

Cami Eakins, 1st Term, Public Facilities District Board, 4 Year Term, 8/22/2023-8/21/2027

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

JONES, GARRETT

Study Session\Other

August 28, 2023

Division Director**Council Sponsor****Finance****Distribution List****Legal****For the Mayor**

JONES, GARRETT

Additional Approvals**Purchasing**



Agenda Sheet for City Council Meeting of:
08/28/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 8/16/2023 |
| Clerk's File # | CPR 1992-0059 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|--|
| Submitting Dept | MAYOR |
| Contact Name/Phone | LIZ VAN DEN BERG 509.625.6774 |
| Contact E-Mail | LVANDENBERG@SPOKANECITY.ORG |
| Agenda Item Type | Boards and Commissions Appointments |
| Agenda Item Name | 0520 APPOINTMENT TO THE BICYCLE ADVISORY BOARD |

Agenda Wording
Brian Falteisek, 1st Term, Bicycle Advisory Board, 3 Year Term, 8/28/2023-8/27/2026

Summary (Background)
Brian Falteisek, 1st Term, Bicycle Advisory Board, 3 Year Term, 8/28/2023-8/27/2026

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

| | | | |
|-----------------------------|----------------|------------------------------|---------------------------|
| Approvals | | Council Notifications | |
| Dept Head | JONES, GARRETT | Study Session\Other | August 21, 2023 |
| Division Director | | Council Sponsor | Council President Kinnear |
| Finance | | Distribution List | |
| Legal | | jchurchill@spokanecity.org | |
| For the Mayor | JONES, GARRETT | inote@spokanecity.org | |
| Additional Approvals | | rshea@spokanecity.org | |
| Purchasing | | | |
| | | | |
| | | | |

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

08/28/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 8/16/2023 |
| Clerk's File # | CPR 2012-0033 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|--|
| Submitting Dept | MAYOR |
| Contact Name/Phone | LIZ VAN DEN BERG 509.625.6774 |
| Contact E-Mail | LVANDENBERG@SPOKANECITY.ORG |
| Agenda Item Type | Boards and Commissions Appointments |
| Agenda Item Name | 0520 REAPPOINTMENT TO THE COMMUNITY, HOUSING, AND HUMAN SERVICES BOARD |

Agenda Wording

Jeri Rathbun, 2nd Term, Community, Housing, and Human Services Board, 3 Year Term,
03/17/2023-03/16/2026

Summary (Background)

Jeri Rathbun, 2nd Term, Community, Housing, and Human Services Board, 3 Year Term,
03/17/2023-03/16/2026

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

| | | |
|--------|----|---|
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |

Budget Account**Approvals**

| | |
|------------------|----------------|
| Dept Head | JONES, GARRETT |
|------------------|----------------|

Division Director**Finance****Legal**

| | |
|----------------------|----------------|
| For the Mayor | JONES, GARRETT |
|----------------------|----------------|

Additional Approvals**Purchasing****Council Notifications**

| | |
|----------------------------|-----------------------------|
| Study Session\Other | None needed - reappointment |
| Council Sponsor | Council President Kinnear |

Distribution List

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

08/28/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 8/2/2023 |
| Clerk's File # | OPR 2023-0843 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|--|
| Submitting Dept | FIRE |
| Contact Name/Phone | REX STRICKLAND X7004 |
| Contact E-Mail | RSTRICKLAND@SPOKANECITY.ORG |
| Agenda Item Type | Purchase w/o Contract |
| Agenda Item Name | 1970 - VALUE BLANKET FOR SFD DUAL CERTIFIED WILDLAND/UNIFORM PANTS |

Agenda Wording

Value Blanket purchase with Coaxsher for Dual-Certified Wildland/Uniform pants. The Spokane Fire Department is seeking approval for a five year Value Blanket Order for a total cost not to exceed \$430,000.00.

Summary (Background)

Dual-certified pants meet strict NFPA standards. They are classified by UL to meet NFPA 1977 Standard on Protective Clothing and Equipment for Wildland Fire Fighting and NFPA 1975 Standard on Station/Work Uniforms for Emergency Services. Spokane Fire completed the Standardization process with regard to switching to these pants as their "Standard" through Purchasing which was approved by the Purchasing Director.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 430,000.00

Select \$

Select \$

Select \$

Budget Account

SFD CAPITAL SIP FUNDS & OPERATING FUNDS

#

#

#

Approvals**Dept Head** SCHAEFFER, BRIAN**Division Director** SCHAEFFER, BRIAN**Finance** SCHMITT, KEVIN**Legal** BEATTIE, LAUREN**For the Mayor** JONES, GARRETT**Council Notifications****Study Session\Other** PSCH 7/31/2023**Council Sponsor** CP KINNEAR & CM CATHCART**Distribution List**

rstrickland@spokanecity.org

jstevens@spokanecity.org

tprince@spokanecity.org

fireaccounting@spokanecity.org

kschmitt@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

| | |
|--|--|
| Submitting Department | Spokane Fire Department |
| Contact Name | DFC Rex Strickland |
| Contact Email & Phone | rstrickland@spokanecity.org 509-435-7004 |
| Council Sponsor(s) | Kinnear & Cathcart |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Value Blanket for Dual-Certified Wildland/Uniform pants |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>The purpose of this summary is to provide a comprehensive background that supports the City Council's decision to procure dual-certified personal protective garments, specifically pants, for the fire department. These pants are designed to replace outdated single-use wildland pants and address various operational challenges faced by the department. The proposed procurement plan involves acquiring one pair of these pants annually for three years, followed by their introduction as standard issue attire.</p> <p>The fire department currently relies on decades-old single-use wildland pants that are ill-suited for modern firefighting needs. These pants have limited functionality and hinder movement, which can pose significant safety risks for firefighters during emergencies. Switching from our standard Nomex uniform pants into wildland pants slows response times.</p> <p>The City faces a growing risk of wildland urban interface (WUI) fires, where urban areas are in close proximity to natural vegetation. Responding to these fast-burning fires requires specialized gear that can withstand intense heat and provide reliable protection. Dual-certified pants will enable firefighters to respond more effectively to WUI fires, enhancing the safety of both residents and emergency personnel.</p> <p>The current uniform pants restrict movement, hindering firefighters' ability to navigate challenging terrains and perform critical tasks efficiently. Dual-certified pants are specifically designed to provide greater ergonomics, enabling firefighters to move with ease and agility. This improved mobility will enhance their effectiveness during emergency operations and reduce overheating and premature fatigue experience when wearing two pair of pants.</p> <p>While more expensive individually than the standard uniform pants, the dual-certified pants are less expensive than purchasing two pair of mission-specific pants.</p> <ul style="list-style-type: none"> • Dual Certified pants: \$215 • Uniform pants: \$129 • Wildland pants: \$225 <p>Dual-certified pants meet strict NFPA standards. They are classified by UL to meet NFPA 1977 Standard on Protective Clothing and Equipment for Wildland Fire Fighting and NFPA 1975 Standard on Station/Work Uniforms for Emergency Services.</p> <p>Spokane Fire completed the Standardization process with regard to switching to these pants as their "Standard" through Purchasing which was approved by the Purchasing Director.</p> |

| | |
|--|---|
| | Spokane Fire is requesting a five-year value blanket with an annual amount not to exceed of \$86,000. |
| Proposed Council Action | Approve five (5) year Value Blanket Order |
| <p>Fiscal Impact</p> <p>Total Cost: <u>\$430,000.00</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: SFD Capital SIP funds & Operating funds</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) | |
| <p>What impacts would the proposal have on historically excluded communities?</p> <p>No impacts are known or anticipated. The wear trial group included employees of different body shapes and genders.</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>Continual assessment will be solicited as the pants are introduced to the entire department.</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>Continual feedback assessments will be solicited as the pants are introduced to the entire department.</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>Aligns with SFD Strategic Plan to ensure safety of SFD members.</p> | |

BRAND NAME OR STANDARDIZATION JUSTIFICATION - OVER \$5,000

A brand name description is defined as:

A title, term, symbol design or any combination used to describe a product by a unique identifier and its producer.

Standardization is defined as:

The adoption of a single product or group of products to be used by different entities or all parts of one organization, (Nash, Schooner & O'Brien, 1998)

The agency understands that:

1. Use of brand name descriptions and standardization is the least preferred type of specification as it limits competition and potentially equivalent products are not considered for award.
2. Procurements of items for which the City has established a standard of designating a brand name manufacturer or by pre-approving via testing shall be competitively bid if there is more than one supplier of the item.

THE REQUESTER PROVIDES THE FOLLOWING JUSTIFICATION FOR REQUIRING:

- | | |
|-------------------------------------|-------------------------------|
| <input type="checkbox"/> | Brand Name Justification |
| <input checked="" type="checkbox"/> | Standardization Justification |

What product are you standardizing:

Wildland dual compliant fire fighting pants

This brand name or standardization is necessary because (Check all that apply):

- | | |
|-------------------------------------|-----------------------------|
| <input type="checkbox"/> | Interchangeability |
| <input type="checkbox"/> | Expertise |
| <input type="checkbox"/> | Compatibility |
| <input type="checkbox"/> | Maintenance |
| <input checked="" type="checkbox"/> | Regulation/Law |
| <input checked="" type="checkbox"/> | Uniformity |
| <input checked="" type="checkbox"/> | Prior Functionality Testing |
| <input type="checkbox"/> | Other - _____ |
| <input type="checkbox"/> | Other - _____ |

Describe the reasons above.

According to the law, SFD is obligated to provide fire retardant pants to their first responders. Presently, they are procuring two distinct types of pants - one for daily uniforms and another for wildland firefighting. SFD is looking for a solution that can serve as dual-compliant pants suitable for both purposes. They conducted a test of three different types of pants available in the market and identified Coaxsher as the most effective option.

Describe the process that the department used to verify or test that this was the only suitable solution. Attached additional sheets if necessary.

See Dual-Compliant Pant Wear Trial Attachment

| | |
|--|--|
| How was performance effectiveness demonstrated? Include existing conditions, prior history, and equipment longevity or durability. | To comply with federal regulations, firefighters are currently buying various types of fire retardant pants. However, SFD is striving to reduce this complexity by searching for a single pair of pants that can satisfy the regulations. To this end, they tested three types of pants available that meet the criteria on the market for comfort, durability, and mobility. After evaluating their options, they found that Coaxsher offers the most suitable pants at a reasonable price. |
| If the standardization or brand name is not approved, what is the consequence to the agency? For example, additional costs or expenses that could be incurred? | If the proposal for standardization is not approved, the Spokane Fire Department will continue to bear the additional cost of buying various types of fire retardant clothing. Coaxsher is offering an affordable solution to SFD's concerns |
| What are the associated risks of non-standardization? | The potential risks involved comprise of reduced mobility and comfort, compromised safety, as well as increased expenses. |
| List any additional facts supporting the standardization or brand name justification. | Purchasing the appropriate gear can help mitigate the risks associated with the dangers of being a firefighter. The use of fire retardant pants, especially those that are functional and comfortable, can improve firefighter's safety. |

STATEMENT OF NEED AND CERTIFICATION:

My department's recommendation for brand name or standardization is based upon an objective review of the product/service required and appears to be in the best interest of the City of Spokane. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors of compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence in this request.

I hereby certify that this justification is accurate and complete to the best of my knowledge and belief.



Apr 6, 2023

Signature (Requestor)


Date

Printed Name:

Title:

DEPARTMENT DIRECTOR

Based upon the above, I authorize the brand name or standardization of the goods or services specified.



[Brian Schaeffer \(Apr 6, 2023 10:23 PDT\)](#)

Apr 6, 2023


Signature

Date

Printed Name:

PURCHASING

Based upon the above, I authorize the brand name or standardization of the goods or services specified.


Jason Newmanicky (Apr 7, 2023 08:51 PDT)

Signature

Date **Apr 7, 2023**

Note: If additional space is required, use additional sheets of paper and submit with this completed form.

The field multi-season wear trial for the dual-compliant fire resistant (FR) pants consisted of trials for three manufacturers' dual-compliant pants over three (3) seasons with six (6) Spokane Fire Department (SFD) members of different body shapes, sizes, and genders, including firefighters, FEOs, lieutenants, captains, and deputy fire chiefs. The three manufacturers were Crew Boss, Workrite, and Coaxsher. The dual-compliant pants combine a standard FR uniform pant with a wildland-compliant FR pant.

The purpose of moving to dual-compliant FR pants is to increase response times, reduce overheating caused by wearing two pants, increase compliance, improve mobility, and reduce heat-related injuries.

The wear trial evaluated the following criteria:

- Wear throughout the shift
- Wear under bunker pants
- Comfort
- Mobility
- Wear over time
- Colorfastness over time
- Overall comments

The evaluators were asked to wear each pant for two (2) days in succession and report on an online survey on day two. We wanted each manufacturer's pants to be worn each month in two-day cycles. The evaluation went from September 2021 to February 2022, covering late summer, fall, and winter.

The two wear factors measured were Comfort and Mobility. Each factor was measured on a scale of 0-100. The average scores across all pants and evaluators were:

| | | | | | | | | |
|----------|----------|----|----|----|----|----|----|-----|
| COMFORT | CrewBoss | 80 | 80 | 75 | 80 | 75 | 75 | 78% |
| | Coaxsher | 85 | 87 | 84 | 85 | 80 | 95 | 86% |
| | Workrite | 80 | 88 | 60 | 90 | 75 | 75 | 78% |
| MOBILITY | CrewBoss | 80 | 82 | 75 | 80 | 70 | 75 | 77% |
| | Coaxsher | 95 | 95 | 91 | 94 | 85 | 90 | 92% |
| | Workrite | 80 | 80 | 60 | 90 | 65 | 70 | 74% |

*Due to a manufacturer defect, the Coaxsher pants were replaced early in the cycle.

The consensus from the evaluation group was that the Coaxsher Tyee dual-compliant FR pants were the preferred pants.












Copy of SFD Standardization Justification Form

Final Audit Report

2023-04-07

| | |
|-----------------|--|
| Created: | 2023-04-04 |
| By: | Jason Nechanicky (jnechanicky@spokanecity.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA358nzspeDIZOLsuBjEe6tPnMYProE486 |

"Copy of SFD Standardization Justification Form" History

-  Document created by Jason Nechanicky (jnechanicky@spokanecity.org)
2023-04-04 - 10:28:30 PM GMT
-  Document emailed to Rex Strickland (rstrickland@spokanecity.org) for signature
2023-04-04 - 10:29:46 PM GMT
-  Email viewed by Rex Strickland (rstrickland@spokanecity.org)
2023-04-06 - 5:21:56 PM GMT
-  Document e-signed by Rex Strickland (rstrickland@spokanecity.org)
Signature Date: 2023-04-06 - 5:22:45 PM GMT - Time Source: server
-  Document emailed to Brian Schaeffer (bschaeffer@spokanecity.org) for signature
2023-04-06 - 5:22:47 PM GMT
-  Email viewed by Brian Schaeffer (bschaeffer@spokanecity.org)
2023-04-06 - 5:23:10 PM GMT
-  Document e-signed by Brian Schaeffer (bschaeffer@spokanecity.org)
Signature Date: 2023-04-06 - 5:23:24 PM GMT - Time Source: server
-  Document emailed to Jason Nechanicky (jnechanicky@spokanecity.org) for signature
2023-04-06 - 5:23:25 PM GMT
-  Email viewed by Jason Nechanicky (jnechanicky@spokanecity.org)
2023-04-07 - 3:51:04 PM GMT
-  Document e-signed by Jason Nechanicky (jnechanicky@spokanecity.org)
Signature Date: 2023-04-07 - 3:51:13 PM GMT - Time Source: server
-  Agreement completed.
2023-04-07 - 3:51:13 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

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

08/28/2023

Date Rec'd

8/2/2023

Clerk's File #

OPR 2023-0844

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**

SHAWNA ERNST 625-4106

Project #**Contact E-Mail**

SERNST@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Purchase w/o Contract

Requisition #

CR 25227

Agenda Item Name

PURCHASE OF AIRSHIP VIDEO MANAGEMENT SYSTEM

Agenda Wording

Seeking approval to purchase Airship Video Management System.

Summary (Background)

Purchase of Airship Video Management System to allow SPD to store surveillance video (using existing security cameras) from the regional evidence management facility for two years. Storing video for this period of time aligns with accreditation standards for evidentiary facilities. This purchase is our second purchase from Airship this year, bringing the total cost over \$50,000. We use Airship Video Management for other surveillance cameras.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 43,520.00

5902-79115-21250-54820-99999

Select \$

#

Select \$

#

Select \$

#

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

MEIDL, CRAIG

Study Session\Other

PSCHC 07/31/2023

Division Director

MEIDL, CRAIG

Council Sponsor

CM Cathcart

Finance

SCHMITT, KEVIN

Distribution List**Legal**

BEATTIE, LAUREN

spdfinance@spokanepolice.org

For the Mayor

JONES, GARRETT

sernst@spokanepolice.org

Additional Approvals**Purchasing**

Committee Agenda Sheet

Public Safety & Community Health Committee

| | |
|---|--|
| Submitting Department | Police |
| Contact Name | Shawna Ernst |
| Contact Email & Phone | sernst@spokanepolice.org 625-4106 |
| Council Sponsor(s) | CM Cathcart |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Airship Purchase |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>Purchase of Airship Video Management System to allow SPD to store surveillance video (using existing security cameras) from the regional evidence management facility for two years. Storing video for this period of time aligns with accreditation standards for evidentiary facilities.</p> <p>This purchase is our second purchase from Airship this year, bringing the total cost over \$50,000. We use Airship Video Management for other surveillance cameras.</p> |
| Proposed Council Action | Approval to Purchase |
| <p>Fiscal Impact Total Cost: <u>\$43,520</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 checked="" type="checkbox"/> Recurring Specify funding source: Regional Property Facility Auction Funds Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Initial purchase includes the server and two years of software licensing. Software will need to be renewed in 2025. Other budget impacts: (revenue generating, match requirements, etc.) None</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?

N/A

JDL Digital Systems, Inc.
 DBA: AIRSHIP Industries, Inc.
 12226 134th Court NE
 Redmond, WA 98052
 DUNS#: 165 449 872



| Date | Quote # |
|-----------|---------|
| 6/13/2023 | 15681 |

| Name / Address |
|---|
| Spokane Police Department Orin Fitzgerald 1100 W. Mallon Ave Spokane, WA 99260 |

| Good Until | Sales POC | Phone # | Send your PO to |
|------------|-----------|----------------|-------------------------|
| 7/31/2023 | Josh Wise | (206) 854-3026 | invoices@airshipvms.com |

| Item | Description | Qty | Price | Amount |
|-----------------|---|-----|--------------|-------------|
| AIR-CAM-LIC-ENT | Refreshed Quote Q-00357 Airship Enterprise Device License. Includes Airship's Enterprise Management System (EMS) application, and underlying software applications required for an enterprise software deployment. Also includes advanced device integration, Case Management for technical operations, and Evidence Discovery Server. | 64 | 400.00 | 25,600.00 |
| Gold-Support | Airship Advantage: Annual Gold Support Software Maintenance Agreement per Stream License, per Year | 64 | 280.00 | 17,920.00 |
| | AIR-CAM: Two Years WA-Spokane Sales Tax | | 8.90% | 0.00 |
| | | | Total | \$43,520.00 |



Agenda Sheet for City Council Meeting of:
08/28/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 8/16/2023 |
| Clerk's File # | OPR 2019-0683 |
| Renews # | |

| | | | |
|---------------------------|--|----------------------|---------------|
| Submitting Dept | SOLID WASTE DISPOSAL | Cross Ref # | |
| Contact Name/Phone | DAVID PAINE 625-6878 | Project # | |
| Contact E-Mail | DPAINE@SPOKANECITY.ORG | Bid # | ITB 5076-19 |
| Agenda Item Type | Purchase w/o Contract | Requisition # | VALUE BLANKET |
| Agenda Item Name | 4490 VALUE BLANKET RENEWAL FOR THE PURCHASE OF DIESEL AT THE WTE | | |

Agenda Wording

Value blanket amendment/renewal 2 of 2 with Eljay Oil Co. Inc. (Spokane Valley, WA) for the purchase of Ultra Low Sulfur #2 Dyed Diesel and Supporting Equipment from Oct. 1, 2023-Sep. 30, 2024 with a total cost not to exceed \$175,000.00 plus tax.

Summary (Background)

Ultra-low sulfur #2 dyed diesel is required for the operation of the WTE Facility. Based on their response to ITB 5076-19 for the purchase of this diesel, Eljay Oil was awarded a value blanket for three (3) years from Oct. 1, 2019 - Sep. 30, 2022, with the option of two additional one-year renewals. This will be the final renewal. Due to the escalating price of diesel, an additional \$15,000.00 will need added to the current value blanket as well, which runs through Sep. 30, 2023.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

| | | |
|---------|---------------|----------------|
| Expense | \$ 160,000.00 | 2023-2024 |
| Expense | \$ 15,000.00 | 2023 Amendment |
| Select | \$ | |
| Select | \$ | |

Budget Account

| | |
|---|------------------------|
| # | 4490-44100-37148-53303 |
| # | 4490-44100-37148-53303 |
| # | |
| # | |

Approvals

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

Council Notifications

| | |
|-----------------------------|---------------------------|
| Study Session\Other | PIES 7-24-23 |
| Council Sponsor | CP Kinnear, CM Bingle |
| Distribution List | mdorgan@spokanecity.org |
| | jsalstrom@spokanecity.org |
| Additional Approvals | tprince@spokanecity.org |
| Purchasing | rrinderle@spokanecity.org |
| | |
| | |
| | |

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

| | |
|--|--|
| Submitting Department | Solid Waste Disposal |
| Contact Name | David Paine |
| Contact Email & Phone | dpaine@spokanecity.org , 509-625-6878 |
| Council Sponsor(s) | CM's Kinnear and Bingle |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Value blanket renewal and amendment for ultra-low sulfur #2 dyed diesel and supporting equipment. |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>Ultra-Low Sulfur #2 Dyed Diesel is required for the operation of the WTE Facility. During each scheduled maintenance outage, a vendor provides a 500-gallon double-lined tank and an electric pump and refuels the 500-gallon double-line tank and a 250-gallon air compressor. The vendor must be able to meet outage refueling/top off schedules that could be every 8 hours around the clock, twice a day, or even once a day. On July 31, 2019, bids for ITB 5076-19 were received for the purchase of this diesel and supporting equipment and Eljay Oil Co. Inc., was determined to be the lowest cost bidder.</p> <p>The initial value blanket term was for three (3) years from October 1, 2019, thru September 30, 2022, with the option of two additional one-year renewals. This will be the final renewal and will span from Oct. 1, 2023, through Sep. 30, 2024, with an estimated cost not to exceed \$175,000.00 plus tax.</p> <p>Due to the escalating price of diesel over the last two years, an additional \$15,000.00 will need added to the current value blanket as well, which runs through Sep. 30, 2023 for an overall annual cost of \$175,000.00 plus tax.</p> |
| Proposed Council Action | Council approval of value blanket renewal |
| Fiscal Impact Total Cost: <u>2022-2023 VB \$15,000.00 additional, \$175,000.00 total. 2023-2024 \$175,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |

What impacts would the proposal have on historically excluded communities?

This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.

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

The contractor is governed by WA L&I.


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

The COS Procurement Policies regulate and safeguard this process.

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 supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.



|  | ELJAY | | |
|--|---|--|---|
| | VB-301084-000 | VB-301084-001 | VB-301084-002 |
| | 3-Year Base Period | 1st Opt Yr | 1st Opt Year |
| | Valid 10/1/2019 through 9/30/2022 | Valid from 10/1/2022 through 9/30/2023 | Valid from 10/1/2023 through 9/30/2024 |
| Item | Bid Margin Per Gallon | Unit Price Each | Unit Price Each |
| <p>The bidder must bid a "per gallon" bid margin. A maximum of four (4) numbers to the right of the decimal point on a dollars/gallon basis will be considered. Bid Margin will remain firm for the first term of the contract, implied first year of original contract. Bidder shall enter its "per gallon" bid margin. Enter our (4) numbers to the right of the decimal point. The bid margin shall use the OPIS Average Price for the ULSD No.2 as the base price. Bid margins must include the following: freight costs, gross profit, dye charges, and any other fees or charges assessed by the company on customer purchases. Bid margins must exclude sale tax.</p> | \$0.2350 "Per Gallon" Bid Margin | \$0.648 "Per Gallon" Bid Margin | \$ 0.648 "Per Gallon" Bid Margin |
| | Unit Price | Unit Price | Unit Price |
| Service Fee for Weekend and Night Deliveries. It is estimated that there could be 50 more or less Weekend and Or Night Deliveries per year. | \$75.00 | \$150 Per Hour | 150.00 per hour |
| Provide Power Service Diesel Fuel Supplement, PSDS351E (brand name or equal) when refilling as required based on temperature. | \$6.62 | \$6.62 Per Quart | 6.62 per auart |
| Provide Power Service Diesel Fuel Supplement, PSDS436E (brand name or equal) when refilling as required based on temperature. | \$16.62 | \$16.62 per 64 oz | 16.62 per 80ox |
| Eljay Oil | Base Year Pricing Was Per Eljay's response to ITB 5076-19 | | Name Randy Folkins |
| Randy Folkins - President Randy@Eljayoil.com | | | Signature Randy Folkins |
| 509 926 9595 | | | Date 7/6/2023 |



Agenda Sheet for City Council Meeting of:

08/28/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 8/16/2023 |
| Clerk's File # | OPR 2022-0900 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | RFQ 5760-22 |
| Requisition # | VALUE BLANKET |

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

Agenda Wording

Value blanket amendment with cost with Dykman (Spokane Valley, WA) for the as-needed purchase of variable frequency drives for the WTE from Dec. 15, 2022 - Dec. 14, 2023 with an addl. cost of \$15,000.00 for a total annual cost of \$85,100.00 plus tax.

Summary (Background)

The VFD's support the WTE's replacement efforts for the boiler fans. On Oct 27, 2022 bidding closed on RFQ 5760-22 for the as-needed purchase of these VFD's and Dykman was selected as the low cost bidder. The initial value blanket award was for one year and allowed four (4) one-year renewals with a total cost of \$70,100.00. An additional drive is needed prior to the renewal of the current value blanket so an additional \$15,000.00 plus tax is needed to place the order.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

| | |
|---------|--------------|
| Expense | \$ 15,000.00 |
| Select | \$ |
| Select | \$ |
| Select | \$ |

Budget Account

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

Approvals

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

Council Notifications

| | |
|----------------------------|---------------------------|
| Study Session\Other | PIES 7-24-23 |
| Council Sponsor | CP Kinnear, CM Bingle |
| Distribution List | mdorgan@spokanecity.org |
| | jsalstrom@spokanecity.org |
| | tprince@spokanecity.org |
| | rrinderle@spokanecity.org |

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

| | |
|--|---|
| Submitting Department | Solid Waste Disposal |
| Contact Name & Phone | David Paine, 625-6878 |
| Contact Email | dpaine@spokanecity.org |
| Council Sponsor(s) | CM's Kinnear and Bingle |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Value blanket amendment for the purchase of variable frequency drives (VFD) for the WTE. |
| Summary (Background) | <p>These drives will support replacement efforts for the Boiler Induction Draft Fans, Primary and Secondary Air Fans.</p> <p>On October 27, 2022 bidding closed on RFQ 5760-22 for the as-needed purchase of these variable frequency drives. Three responses were received; Dykman (Spokane Valley, WA), Maktoum Supplier (QC, Canada) and Pro-Line Procurement Services LLC. (Jacksonville, FL). Dykman was selected as the low cost bidder. The initial value blanket award was for one year with the possibility of four (4) additional one-year renewals. The current term is from December 15, 2022 through December 14, 2023 with an annual cost not to exceed \$70,100.00 plus tax.</p> <p>An additional drive is needed prior to the renewal date of this value blanket, so an additional \$15,000.00 plus tax is needed to place the order.</p> |
| Proposed Council Action | Council approval of VB amendment. |
| <p>Fiscal Impact: Total Cost: \$15,000.00 plus tax additional. Overall annual cost of \$85,100.00 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 Specify funding source: 2023 SWD 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

What impacts would the proposal have on historically excluded communities?

This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.

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

The contractor is governed by WA L&I.

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

The COS Procurement Policies regulate and safeguard this process.

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 supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

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

08/28/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 8/16/2023 |
| Clerk's File # | OPR 2019-0682 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | ITB 5078-19 |
| Requisition # | VALUE BLANKET |

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

Agenda Wording

Value blanket renewal 2 of 2 with Eljay Oil Co. Inc. (Spokane Valley, WA) for the purchase of Chevron lubrication products and other misc. items as-needed from Oct. 1, 2023 through Sep. 30, 2024 with an annual cost not to exceed \$55,000.00 plus tax.

Summary (Background)

The WTE Facility uses specific and unique lubrication products on its various equipment. On Jul. 15, 2019 bidding closed on ITB 5078-19 for these products and Eljay Oil was the low-cost bidder. The value blanket award was for three (3) years with the option of two (2) additional one-year renewals. This will be the final renewal.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 55,000.00

Select \$

Select \$

Select \$

Budget Account

4490-44100-37148-53302

#

#

#

Approvals**Dept Head** AVERYT, CHRIS**Division Director** FEIST, MARLENE**Finance** ALBIN-MOORE, ANGELA**Legal** HARRINGTON,
MARGARET**For the Mayor** JONES, GARRETT**Additional Approvals****Purchasing** PRINCE, THEA**Council Notifications****Study Session\Other** PIES 7/24/23**Council Sponsor** CP Kinnear, CM Bingle**Distribution List**

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

tprince@spokanecity.org

rrinderle@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee


| | |
|--|--|
| Submitting Department | Solid Waste Disposal |
| Contact Name | David Paine |
| Contact Email & Phone | dpaine@spokanecity.org , 509-625-6878 |
| Council Sponsor(s) | CM's Kinnear and Bingle |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Value blanket renewal for lubrication products at the WTE |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>The WTE Facility uses specific and unique lube products on its various equipment. On July 15, 2019, bids for ITB 5078-19 were received for these Lube Products and Miscellaneous Associated items and Eljay Oil was determined to be the lowest cost bidder.</p> <p>The initial value blanket for this was for three (3) years with the option of two (2) additional one-year renewals and spanned from October 1, 2019, through September 30, 2022, with an annual cost of \$55,000.00. (\$165,000.00 for the three (3) year term.)</p> <p>This will be the final renewal and will span from October 1, 2023, through September 30, 2024, with an estimated cost not to exceed \$55,000.00 plus tax.</p> |
| Proposed Council Action | Council approval of value blanket renewal |
| Fiscal Impact | |
| Total Cost: <u>\$55,000.00 plus tax</u> | |
| Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring | |
| Specify funding source: 2023 SWD Budget | |
| Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | |
| This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | |
| The contractor is governed by WA L&I. | |

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

The COS Procurement Policies regulate and safeguard this process.

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 supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

|  | | ELJAY | | |
|--|------------------------------------|---|---|--|
| | | VB-301083-000 | VB-301083-001 | VB-301083-002 |
| | | 3-Year Base Period | 1st Opt Year | 2nd Opt Year |
| | | Valid 10-1-2019 through 9/30/2022 | Valid from 10/1/2022 through 9/30/2023 | 2nd Option Would Be Valid from 10/1/2023 through 9/30/2024 |
| Item | Unit Price | Unit Price Would be Valid To: After date, 10/1/22, stated dated, Eljay would maintain its current profit margin adjusting pricing in accordance with stated Index of: Cost of Goods Sold Index | After date stated dated, of 10/1/2023, Eljay would maintain its current profit margin adjusting pricing in accordance with stated Index of: | Cost of Goods Sold Index |
| Percent Off List Cost to be provided should additional Lube Products and Associated Miscellaneous Items that are not listed but may be realized are needed at a future point in time | | 15% Off List Cost | 15% Off List Cost | 15% Off List Cost |
| 220155719 | Chv Supreme SAE 10W-30; case | \$29.61 | \$55.08 | \$55.08 |
| 220059719 | Chv Supreme SAE 10W-40; case | \$29.61 | \$55.08 | 55.08 |
| 222290388 | Chv DELO 400 SDE 15/40; case | \$110.97 | \$86.97 | 86.97 |
| 222290448 | Chev Delo 400 SDE 15/40; pail | \$117.00 | \$97.25 | 97.25 |
| 223022319 | Chv Delo Gear EP 5 80/90; 48 quart | \$158.88 | \$163.34 | 163.34 |
| 226502721 | Chv ATF MD-3; case | \$29.61 | \$103.32 | 103.32 |
| 226606448 | Chv 1000 THF ; pail | \$118.70 | \$119.55 | 119.55 |
| 226821486 | Chv Havoline 50/50 AF/C; case | \$82.68 | \$82.68 | 82.68 |
| 227808982 | Chv DELO 50/50 ELC B; case | \$117.60 | \$109.90 | 109.9 |
| 233703448 | Chv Soluble Oil B; pail | \$83.05 | \$120.38 | 120.38 |
| 238011642 | Chv Ultra-Duty GRS EP 2; case | \$699.20 | \$175.25 | 175.25 |
| 238011873 | Chv Ultra-Duty GR NLGI 2; keg | \$1,944.00 | \$623.51 | 623.51 |
| 253026981 | Chv Turbine Oil GST 32; drum | \$2,050.95 | \$1,166.55 | 1166.55 |
| 273228448 | Chv Rando HD ISO 100; pail | \$64.70 | \$116.25 | 116.25 |
| 273228981 | Chv Rando HD ISO 100; drum | \$702.35 | \$1,084.05 | 1084.05 |
| 273278981 | Chv Rando HD Oil ISO 46; drum | \$2,708.75 | \$848.65 | 848.65 |
| 273279981 | Chv Rando HD Oil ISO 68; drum | \$1,081.50 | \$848.65 | 848.65 |
| USA DEF | Diesel Exhaust Fluid; drum | \$844.80 | \$213.95 | 213.95 |
| Eljay Oil | | Base Year Pricing Was Per Eljay's response to ITB 5078-19 | Name | |
| Randy Folkins - President Randy@Eljayoil.com Pat Sine Pat@eljayoil.com 509 385 5194 | | | Signature | |
| 509 926 9595 | | | Date | |
| | | | | Randy Folkins |
| | | | | Randy Folkins |
| | | | | 7/6/2023 |

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

08/28/2023

| | |
|-----------------------|----------------|
| Date Rec'd | 8/14/2023 |
| Clerk's File # | OPR 2023-0845 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | WIRTGEN DEALER |
| Requisition # | BT |

| | |
|---------------------------|--|
| Submitting Dept | FLEET SERVICES |
| Contact Name/Phone | ADAM RUSSELL 232-8843 |
| Contact E-Mail | ATRUSSELL@SPOKANECITY.ORG |
| Agenda Item Type | Purchase w/o Contract |
| Agenda Item Name | 5100 - WIRTGEN ROAD PROFILER MAINTENANCE & VOGELE PAVER REPAIR |

Agenda Wording
 Approve payment of Wirtgen Road Profiler maintenance and Vogele Paver repair - \$99,232.05 including tax

Summary (Background)
 The Street department schedules annual maintenance repairs of the Wirtgen Road Grinder through fleet services during the offseason to ensure the equipment is reliable during the summer street maintenance season. The annual maintenance work was scheduled through fleet services to be completed at the local Wirtgen dealer, PAPE Equipment. The request is to approve the repairs in the amount of \$71,814.26 The Street Department also received repairs to the Vogele Paver at Pape Equipment for \$21,417

| | | |
|----------------------|-------------------|--------------------------|
| Lease? NO | Grant related? NO | Public Works? NO |
| Fiscal Impact | | Budget Account |
| Expense | \$ 99,232.05 | # 5100-71700-48348-54803 |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |

| | | | |
|-----------------------------|-------------------|---|--------------|
| Approvals | | Council Notifications | |
| Dept Head | GIDDINGS, RICHARD | Study Session\Other | PIES 7/24/23 |
| Division Director | WALLACE, TONYA | Council Sponsor | CP Kinnear |
| Finance | ORLOB, KIMBERLY | Distribution List | |
| Legal | BEATTIE, LAUREN | tprince@spokanecity.org | |
| For the Mayor | JONES, GARRETT | fleetservicesaccounting@spokanecity.org | |
| Additional Approvals | | | |
| Purchasing | PRINCE, THEA | | |
| | | | |
| | | | |

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

| | |
|--|---|
| Submitting Department | Fleet Services |
| Contact Name | Adam Russell |
| Contact Email & Phone | arussell@spokanecity.org (509) 232-8843 |
| Council Sponsor(s) | Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | 5100 - Wirtgen Road Profiler Maintenance & Vogele Paver Repair |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>The Street department schedules annual maintenance repairs of the Wirtgen Road Grinder through fleet services during the offseason to ensure the equipment is reliable during the summer street maintenance season.</p> <p>The annual maintenance work was scheduled through fleet services to be completed at the local Wirtgen dealer, PAPE Equipment. The request is to approve the repairs in the amount of \$71,814.26</p> <p>The Street Department also received repairs to the Vogele Paver at Pape Equipment for \$21,417.79</p> |
| Proposed Council Action | PIES Review / Approval – July 24 th Session |
| <p>Fiscal Impact \$99,232.05 Total Cost: <u>\$99,232.05</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: Fleet Dept. Budget</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |
| Operations Impacts (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? | |



| | |
|--------------|-------------|
| INVOICE DATE | INVOICE NO. |
| 6-06-23 | 7002442 |



Papé Machinery, Inc., PO Box 10527, Eugene, OR 97440

SERVICE INVOICE

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

| | | | |
|------------------------|---------------------|---------|------------------------|
| CITY OF SPOKANE | 7008 | SHIP TO | CITY OF SPOKANE |
| FLEET SERVICES - PARTS | 1 | | FLEET SERVICES - PARTS |
| 915 N NELSON ST | | | 915 N NELSON ST |
| SPOKANE WA 99202 | PHONE: 509-625-6403 | | SPOKANE WA 99202 |
| | | | |

| CUSTOMER NO. | TYPE | DATE OPENED | PURCHASE ORDER NO. | AUTHORIZED BY / RELEASE NO. |
|--|-----------------|-------------|--------------------|-----------------------------|
| 701087 | CHARGE | 1-19-23 | FS0510535 | M70-006456 |
| MAKE | MODEL | SERIAL NO. | EQUIP NO. | METER |
| WI | W120FI | 13100012 | 428247 | 3850 |
| QUANTITY | DESCRIPTION | | EACH | AMOUNT |
| SEGMENT 001 | | | | |
| (L) INSPECT/QUOTE | | | | |
| PERFORMED FULL MACHINE INSPECTION. ESTIMATED AND QUOTED ALL REPAIRS. CONTACTED CLINT HARRIS AND JAMES DYKES FOR APPROVAL. | | | | |
| PARTS | LABOR | | TIME/MATERIALS | |
| .00 | 2,662.92 | | STATE/LOCAL TAX | 2,662.92 |
| .00 | 237.00 | | SEGMENT TOTAL--> | 237.00 |
| SEGMENT 002 | | | | |
| REAR SCRAPER DOOR EDGES | | | | |
| REPLACED REAR SCRAPER DOOR EDGES. REMOVED OLD EDGES AND CLEANED MATING SURFACE ON SCRAPER DOOR. INSTALLED NEW EDGES WITH NEW HARDWARE. | | | | |
| 2 | 146456 | SCRAPER | 188.62 | 377.24 |
| 2 | 146457 | SCRAPER | 226.67 | 453.34 |
| 2 | 146458 | SCRAPER | 226.67 | 453.34 |
| 2 | 146459 | SCRAPER | 124.09 | 248.18 |
| 22 | 4419 | SCREW | .60 | 13.20 |
| 24 | 5269 | HEXAGONAL N | .60 | 14.40 |
| 22 | 5274 | WASHER | .69 | 15.18 |
| | INBOUND FREIGHT | | | 32.00 |
| PARTS | LABOR | | TIME/MATERIALS | |
| 1,606.88 | 358.47 | | STATE/LOCAL TAX | 1,965.35 |
| 143.01 | 31.90 | | SEGMENT TOTAL--> | 174.91 |
| SEGMENT 003 | | | | |
| DISCHARGE CONVEYOR CATCH PAN | | | | |
| REPLACED WORN DISCHARGE CONVEYOR CATCH PAN. REMOVED OLD PAN. INSTALLED NEW PAN WITH NEW SEALING RUBBER. | | | | |

Payment should be by cash, check or ACH/wire transfer

| DESCRIPTION | AMOUNT |
|---|-------------|
| TOTAL PARTS | |
| TOTAL LABOR | |
| SPECIAL SERVICES | |
| SUBMIT PAYMENTS ONLY TO: Papé Machinery PO Box 35144 #5077 Seattle, WA 98124-5144 | |
| PLEASE PAY THIS TOTAL > | CONTINUED > |



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|--------------|-------------|
| INVOICE DATE | INVOICE NO. |
| 6-06-23 | 7002442 |



Papé Machinery, Inc., PO Box 10527, Eugene, OR 97440

SERVICE INVOICE

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| | | | |
|------------------------|------|---------|------------------------|
| CITY OF SPOKANE | 7008 | SHIP TO | CITY OF SPOKANE |
| FLEET SERVICES - PARTS | 2 | | FLEET SERVICES - PARTS |
| 915 N NELSON ST | | | 915 N NELSON ST |
| SPOKANE WA 99202 | | | SPOKANE WA 99202 |
| PHONE: 509-625-6403 | | | |

| CUSTOMER NO. | TYPE | DATE OPENED | PURCHASE ORDER NO. | AUTHORIZED BY / RELEASE NO. |
|---|---------------------|-------------|--------------------|-----------------------------|
| 701087 | CHARGE | 1-19-23 | FS0510535 | M70-006456 |
| MAKE | MODEL | SERIAL NO. | EQUIP NO. | METER |
| WI | W120FI | 13100012 | 428247 | 3850 |
| QUANTITY | DESCRIPTION | EACH | AMOUNT | |
| SEGMENT 003 CONTINUED | | | | |
| 1 | 2099024 CHUTE | 1,787.00 | 1,787.00 | |
| 1 | 2116823 RUBBER | 75.77 | 75.77 | |
| 1 | 90182 WIPER RUBBER | 167.13 | 167.13 | |
| | INBOUND FREIGHT | | 23.00 | |
| | INBOUND FREIGHT | | 156.00 | |
| | PARTS | LABOR | | |
| 2,208.90 | | 358.47 | TIME/MATERIALS | 2,567.37 |
| 196.58 | | 31.90 | STATE/LOCAL TAX | 228.48 |
| | | | SEGMENT TOTAL--> | 2,795.85 |
| SEGMENT 004 | | | | |
| DIESEL TANK ACCESS COVER SEAL REMOVED LEAKING FUEL TANK COVER. INSTALLED NEW SEAL. REINSTALLED COVER. | | | | |
| 1 | 193296 PROFILED SEA | 20.53 | 20.53 | |
| | INBOUND FREIGHT | | 13.00 | |
| | PARTS | LABOR | | |
| 33.53 | | 169.55 | TIME/MATERIALS | 203.08 |
| 2.99 | | 15.09 | STATE/LOCAL TAX | 18.08 |
| | | | SEGMENT TOTAL--> | 221.16 |
| SEGMENT 005 | | | | |
| WATER FILTER HOUSING REPLACED CROSS THREADED WATER FILTER HOUSING. | | | | |
| 1 | 6555 WATER FILTER | 199.09 | 199.09 | |
| | INBOUND FREIGHT | | 23.00 | |
| | PARTS | LABOR | | |
| 222.09 | | 358.47 | TIME/MATERIALS | 580.56 |
| 19.77 | | 31.90 | STATE/LOCAL TAX | 51.67 |
| | | | SEGMENT TOTAL--> | 632.23 |
| <i>Payment should be by cash, check or ACH/wire transfer</i> | | | DESCRIPTION | AMOUNT |
| SUBMIT PAYMENTS ONLY TO: | | | TOTAL PARTS | |
| Papé Machinery | | | TOTAL LABOR | |
| PO Box 35144 #5077 | | | SPECIAL SERVICES | |
| Seattle, WA 98124-5144 | | | | |
| www.papemachinery.com | | | PLEASE PAY > | CONTINUED |
| | | | THIS TOTAL > | |



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| INVOICE DATE | INVOICE NO. |
| 6-06-23 | 7002442 |



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| | | | |
|------------------------|---------------------|---------|------------------------|
| CITY OF SPOKANE | 7008 | SHIP TO | CITY OF SPOKANE |
| FLEET SERVICES - PARTS | 3 | | FLEET SERVICES - PARTS |
| 915 N NELSON ST | | | 915 N NELSON ST |
| SPOKANE WA 99202 | PHONE: 509-625-6403 | | SPOKANE WA 99202 |
| | | | |

| | | | | |
|--------------|--------|-------------|--------------------|-----------------------------|
| CUSTOMER NO. | TYPE | DATE OPENED | PURCHASE ORDER NO. | AUTHORIZED BY / RELEASE NO. |
| 701087 | CHARGE | 1-19-23 | FS0510535 | M70-006456 |
| MAKE | MODEL | SERIAL NO. | EQUIP NO. | METER |
| WI | W120FI | 13100012 | 428247 | 3850 |

| QUANTITY | DESCRIPTION | EACH | AMOUNT |
|--|----------------------|------------------|--------|
| SEGMENT 006 | | | |
| REPLACE COOLANT LEVEL SENSOR REPLACED CUSTOMER PROVIDED COOLANT TANK LEVEL SENSOR. | | | |
| PARTS | LABOR | | |
| .00 | 102.42 | TIME/MATERIALS | 102.42 |
| .00 | 9.12 | STATE/LOCAL TAX | 9.12 |
| | | SEGMENT TOTAL--> | 111.54 |
| SEGMENT 007 | | | |
| CONSOLE COVERS REPLACED DAMAGED MAIN AND LEVEL PRO CONSOLE COVERS. INSTALLED MAIN CONSOLE COVER LATCHES. | | | |
| 1 | 194448 COVER | 223.34 | 223.34 |
| 1 | 2157595 VANDALISM PR | 252.97 | 252.97 |
| | INBOUND FREIGHT | | 39.00 |
| | INBOUND FREIGHT | | 13.00 |
| PARTS | LABOR | | |
| 528.31 | 102.42 | TIME/MATERIALS | 630.73 |
| 47.02 | 9.12 | STATE/LOCAL TAX | 56.14 |
| | | SEGMENT TOTAL--> | 686.87 |
| SEGMENT 008 | | | |
| DISCHARGE CONVEYOR REBUILD REBUILT DISCHARGE CONVEYOR. REMOVED CONVEYOR FROM MACHINE. REMOVED FABRIC COVERS. REMOVED ALL SHEET METAL PANELS FROM TOP OF CONVEYOR. REMOVED OLD SEALING FROM SHEET METAL. REMOVED REAR BELT ROLLER AND BEARINGS. REMOVED FRONT DRIVE ROLLER AND BEARING FROM DRIVE MOTOR. REMOVED UPPER ROLLER BEARINGS. REMOVED FRAME SUPPORT BARS AND REMOVED OLD CONVEYOR BELT. REPLACED LATERAL GUIDE ROLLERS AND LOWER BELT CARRIER ROLLERS. INSTALLED NEW CONVEYOR BELT. INSTALLED FRAME SUPPORT BARS. INSTALLED NEW UPPER ROLLER BEARINGS. REINSTALLED DRIVE ROLLER WITH NEW BEARING ONTO | | | |

Payment should be by cash, check or ACH/wire transfer

| | | |
|---|--------------------|---------------|
| SUBMIT PAYMENTS ONLY TO: Papé Machinery PO Box 35144 #5077 Seattle, WA 98124-5144 | DESCRIPTION | AMOUNT |
| | TOTAL PARTS | |
| | TOTAL LABOR | |
| | SPECIAL SERVICES | |
| PLEASE PAY THIS TOTAL >> | | CONTINUED |



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|--------------|-------------|
| INVOICE DATE | INVOICE NO. |
| 6-06-23 | 7002442 |



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| | | | |
|------------------------|---------------------|---------|------------------------|
| CITY OF SPOKANE | 7008 | SHIP TO | CITY OF SPOKANE |
| FLEET SERVICES - PARTS | 4 | | FLEET SERVICES - PARTS |
| 915 N NELSON ST | | | 915 N NELSON ST |
| SPOKANE WA 99202 | PHONE: 509-625-6403 | | SPOKANE WA 99202 |
| | | | |

| | | | | |
|--------------|--------|-------------|--------------------|-----------------------------|
| CUSTOMER NO. | TYPE | DATE OPENED | PURCHASE ORDER NO. | AUTHORIZED BY / RELEASE NO. |
| 701087 | CHARGE | 1-19-23 | FS0510535 | M70-006456 |

| | | | | |
|------|--------|------------|-----------|-------|
| MAKE | MODEL | SERIAL NO. | EQUIP NO. | METER |
| WI | W120FI | 13100012 | 428247 | 3850 |

| QUANTITY | DESCRIPTION | EACH | AMOUNT |
|--|----------------------|----------|----------|
| SEGMENT 008 CONTINUED | | | |
| DRIVE MOTOR. REINSTALLED REAR BELT ROLLER WITH NEW BEARINGS. REINSTALLED SHEET METAL PANELS WITH NEW FRONT PANELS. INSTALLED NEW SEALING ONTO SHEET METAL. ADJUSTED SEALING TO BELT. REINSTALLED FABRIC COVERS. REINSTALLED CONVEYOR ON MACHINE. TESTED FOR PROPER OPERATION. SET BELT TENSION AND TRACKING. | | | |
| 70 | 12247 HEXAGONAL N | .60 | 42.00 |
| 1 | 133550 COVER | 548.14 | 548.14 |
| 1 | 133552 COVER | 552.24 | 552.24 |
| 2 | 2153743 INSULATING P | 42.58 | 85.16 |
| 2 | 38571 PEDESTAL BEA | 99.56 | 199.12 |
| 70 | 4181 SCREW | .60 | 42.00 |
| 1 | 51873 CONVEYOR BEL | 3,545.78 | 3,545.78 |
| 70 | 5206 WASHER | .69 | 48.30 |
| 70 | 5211 WASHER | .69 | 48.30 |
| 4 | 54954 GUIDE ROLLER | 118.95 | 475.80 |
| 1 | 5691 TENSIONER BE | 78.63 | 78.63 |
| 4 | 90120 SUPPORTING R | 382.82 | 1,531.28 |
| 5 | 90121 BELT ROLLER | 215.57 | 1,077.85 |
| 7 | 90122 SUPPORTING R | 352.76 | 2,469.32 |
| 2 | 90181 WIPER RUBBER | 336.91 | 673.82 |
| | INBOUND FREIGHT | | 104.00 |
| | INBOUND FREIGHT | | 87.00 |
| | INBOUND FREIGHT | | 289.00 |
| | INBOUND FREIGHT | | 88.00 |
| | INBOUND FREIGHT | | 19.00 |
| | INBOUND FREIGHT | | 24.00 |
| | INBOUND FREIGHT | | 33.00 |

| | | | |
|--|--|-------------------------|---------------|
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| SUBMIT PAYMENTS ONLY TO: | | TOTAL PARTS | |
| Papé Machinery | | TOTAL LABOR | |
| PO Box 35144 #5077 | | SPECIAL SERVICES | |
| Seattle, WA 98124-5144 | | | |
| www.papemachinery.com | | PLEASE PAY THIS TOTAL > | CONTINUED > |



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| INVOICE DATE | INVOICE NO. |
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| | | | |
|------------------------|------|---------|------------------------|
| CITY OF SPOKANE | 7008 | SHIP TO | CITY OF SPOKANE |
| FLEET SERVICES - PARTS | 5 | | FLEET SERVICES - PARTS |
| 915 N NELSON ST | | | 915 N NELSON ST |
| SPOKANE WA 99202 | | | SPOKANE WA 99202 |
| PHONE: 509-625-6403 | | | |

| | | | | |
|--------------|--------|-------------|--------------------|-----------------------------|
| CUSTOMER NO. | TYPE | DATE OPENED | PURCHASE ORDER NO. | AUTHORIZED BY / RELEASE NO. |
| 701087 | CHARGE | 1-19-23 | FS0510535 | M70-006456 |
| MAKE | MODEL | SERIAL NO. | EQUIP NO. | METER |
| WI | W120FI | 13100012 | 428247 | 3850 |

| QUANTITY | DESCRIPTION | EACH | AMOUNT |
|---|-----------------|----------|----------------------------|
| SEGMENT 008 CONTINUED | | | |
| | PARTS | LABOR | |
| 12,061.74 | | 4,928.94 | TIME/MATERIALS 16,990.68 |
| 1,073.48 | | 438.68 | STATE/LOCAL TAX 1,512.16 |
| | | | SEGMENT TOTAL--> 18,502.84 |
| SEGMENT 009 | | | |
| ENGINE ACCESS DOOR SEALING | | | |
| REPLACED DAMAGED ENGINE ACCESS DOOR SEALING. | | | |
| 2 | 36350 BOLT | 10.38 | 20.76 |
| | PARTS | LABOR | |
| 20.76 | | 102.42 | TIME/MATERIALS 123.18 |
| 1.84 | | 9.12 | STATE/LOCAL TAX 10.96 |
| | | | SEGMENT TOTAL--> 134.14 |
| SEGMENT 010 | | | |
| CHUTE DEFLECTION RUBBER | | | |
| REPLACED WORN CHUTE DEFLECTION RUBBER. INSTALLED NEW RUBBER | | | |
| WITH NEW HARDWARE. | | | |
| | INBOUND FREIGHT | | 49.00 |
| | PARTS | LABOR | |
| 49.00 | | 187.77 | TIME/MATERIALS 236.77 |
| 4.36 | | 16.72 | STATE/LOCAL TAX 21.08 |
| | | | SEGMENT TOTAL--> 257.85 |
| SEGMENT 011 | | | |
| WATER PUMP MOTOR SEAL | | | |
| REMOVED WATER LINES AND HYDRAULIC LINES TO ACCESS WATER | | | |
| PUMP. REMOVED WATER PUMP AND DRIVE MOTOR. REMOVED LEAKING | | | |
| WATER PUMP DRIVE MOTOR. INSTALLED NEW DRIVE MOTOR ONTO | | | |
| WATER PUMP. REINSTALLED WATER PUMP ONTO MACHINE. | | | |
| RECONNECTED ALL WATER LINES AND HYDRAULIC LINES. | | | |

Payment should be by cash, check or ACH/wire transfer

| DESCRIPTION | AMOUNT |
|---|-------------|
| TOTAL PARTS | |
| TOTAL LABOR | |
| SPECIAL SERVICES | |
| SUBMIT PAYMENTS ONLY TO: Papé Machinery PO Box 35144 #5077 Seattle, WA 98124-5144 | |
| PLEASE PAY THIS TOTAL > | CONTINUED > |



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| | | | |
|------------------------|------|---------|------------------------|
| CITY OF SPOKANE | 7008 | SHIP TO | CITY OF SPOKANE |
| FLEET SERVICES - PARTS | 6 | | FLEET SERVICES - PARTS |
| 915 N NELSON ST | | | 915 N NELSON ST |
| SPOKANE WA 99202 | | | SPOKANE WA 99202 |
| PHONE: 509-625-6403 | | | |
| | | | |

| | | | | |
|--------------|--------|-------------|--------------------|-----------------------------|
| CUSTOMER NO. | TYPE | DATE OPENED | PURCHASE ORDER NO. | AUTHORIZED BY / RELEASE NO. |
| 701087 | CHARGE | 1-19-23 | FS0510535 | M70-006456 |
| MAKE | MODEL | SERIAL NO. | EQUIP NO. | METER |
| WI | W120FI | 13100012 | 428247 | 3850 |

| QUANTITY | DESCRIPTION | EACH | AMOUNT |
|--|---|------------------|-------------------|
| SEGMENT 011 CONTINUED | | | |
| 1 | 2132533 HYDRAULIC MO INBOUND FREIGHT | 2,296.80 | 2,296.80 22.00 |
| | PARTS | LABOR | |
| 2,318.80 | | 529.17 | 2,847.97 |
| 206.38 | | 47.10 | 253.48 |
| | | TIME/MATERIALS | |
| | | STATE/LOCAL TAX | |
| | | SEGMENT TOTAL--> | 3,101.45 |
| SEGMENT 012 | | | |
| GEARBOX TO TRANSMISSION SEAL REMOVED ALL HYDRAULIC LINES FROM GEARBOX. UNBOLTED GEARBOX FROM ENGINE BELL HOUSING. UNBOLTED AND SLID AWAY HYDRAULIC PUMPS FROM GEARBOX. LOOSENED DRUM DRIVE BELTS AND REMOVED FROM GEARBOX DRIVE PULLY. SUPPORTED GEARBOX WITH CRANE AND REMOVED GEARBOX MOUNT. REMOVED GEARBOX FROM MACHINE. DISASSEMBLED GEARBOX DRUM DRIVE HOUSING. UPON DISASSEMBLY AND INSPECTION OF GEARBOX DRUM DRIVE HOUSING, IT WAS FOUND THAT NO GEARBOX OIL WAS LEAKING FROM SEALS. IT WAS FOUND THAT THE "OIL LEAK" WAS COMING FROM THE DRUM DRIVE CLUTCH BEARING. LARGE AMOUNTS OF GREASE WAS BUILT UP INSIDE GEARBOX DRUM DRIVE HOUSING. GREASE WAS HEATING UP AND RUNNING DOWN AND OUT OF GEARBOX DRUM DRIVE HOUSING, CAUSING IT TO LOOK LIKE AN OIL LEAK. PRESSURE TESTED CLUTCH ACTUATION CIRCUIT TO VERIFY. NO OIL LEAKS FOUND. THOROUGHLY CLEANED GREASE FROM GEARBOX DRUM DRIVE HOUSING. REASSEMBLED GEARBOX DRUM DRIVE HOUSING AND REINSTALLED GEARBOX INTO MACHINE IN REVERSE ORDER OF REMOVAL. INFORMED CUSTOMER OF PROPER GREASE INTERVALS AND PROPER GREASE TYPE TO BE USED ON DRUM DRIVE CLUTCH BEARING. | | | |
| 1 | 2061297 SET OF SEALS INBOUND FREIGHT | 372.18 | 372.18 14.00 |

| | | | |
|--|--|------------------------------|---------------|
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| SUBMIT PAYMENTS ONLY TO: | | TOTAL PARTS | |
| Papé Machinery | | TOTAL LABOR | |
| PO Box 35144 #5077 | | SPECIAL SERVICES | |
| Seattle, WA 98124-5144 | | | |
| www.papemachinery.com | | PLEASE PAY > THIS TOTAL > | CONTINUED |



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| | | | |
|------------------------|------|---------|------------------------|
| CITY OF SPOKANE | 7008 | SHIP TO | CITY OF SPOKANE |
| FLEET SERVICES - PARTS | 7 | | FLEET SERVICES - PARTS |
| 915 N NELSON ST | | | 915 N NELSON ST |
| SPOKANE WA 99202 | | | SPOKANE WA 99202 |
| PHONE: 509-625-6403 | | | |

| CUSTOMER NO. | TYPE | DATE OPENED | PURCHASE ORDER NO. | AUTHORIZED BY / RELEASE NO. |
|---|--------------------|-------------|--------------------|-----------------------------|
| 701087 | CHARGE | 1-19-23 | FS0510535 | M70-006456 |
| MAKE | MODEL | SERIAL NO. | EQUIP NO. | METER |
| WI | W120FI | 13100012 | 428247 | 3850 |
| QUANTITY | DESCRIPTION | | EACH | AMOUNT |
| SEGMENT 012 CONTINUED | | | | |
| | PARTS | LABOR | | |
| 386.18 | | 2,641.55 | TIME/MATERIALS | 3,027.73 |
| 34.37 | | 235.09 | STATE/LOCAL TAX | 269.46 |
| | | | SEGMENT TOTAL--> | 3,297.19 |
| SEGMENT 013 | | | | |
| CRAWLER BEARING GREASE ZIRCS | | | | |
| ATTEMPTED TO DRIVE GREASE INTO BEARINGS WITH GREASE ZIRC RECOVERY TOOL. RECOVERY TOOL WAS UNSUCCESSFUL. REMOVED BEARING CAP PIN AND BEARING FROM CRAWLER ASSEMBLY ONE SIDE AT A TIME. THOROUGHLY CLEANED BEARING, BEARING CAP PIN, AND GREASE PASSAGES IN BEARING CAP PIN. REINSTALLED BEARING CAP PIN AND BEARING. INSTALLED NEW GREASE ZIRC AND GREASED BEARING. WHEN DISASSEMBLING INSIDE BEARING CAP PIN AND BEARING, 4 BEARING CAP PIN BOLTS BROKE. DRILLED OUT BROKEN BOLTS AND TAPPED HOLES. CLEANED ASSEMBLY AS STATED EARLIER. REINSTALLED BEARING CAP PIN WITH NEW BOLTS. | | | | |
| 6 | 4466 SCREW | | .60 | 3.60 |
| | INBOUND FREIGHT | | | 23.00 |
| | PARTS | LABOR | | |
| 26.60 | | 998.56 | TIME/MATERIALS | 1,025.16 |
| 2.37 | | 88.86 | STATE/LOCAL TAX | 91.23 |
| | | | SEGMENT TOTAL--> | 1,116.39 |
| SEGMENT 014 | | | | |
| TOOTH HOLDERS | | | | |
| REPLACED 60 WORN TOOTH HOLDERS. REMOVED WORN TOOTH HOLDERS. INSTALLED NEW HOLDERS WITH NEW SEALS. INSTALLED NEW TEETH TO ALL NEW HOLDERS. REPLACED SEVERAL WORN TEETH. | | | | |
| 60 | 158509 BOTTOM PART | | .57 | 34.20 |

Payment should be by cash, check or ACH/wire transfer

SUBMIT PAYMENTS ONLY TO:
 Papé Machinery
 PO Box 35144 #5077
 Seattle, WA 98124-5144

| DESCRIPTION | AMOUNT |
|------------------|--------|
| TOTAL PARTS | |
| TOTAL LABOR | |
| SPECIAL SERVICES | |



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| INVOICE DATE | INVOICE NO. |
| 6-06-23 | 7002442 |



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| | | | |
|------------------------|---------------------|----------------------------|------------------------|
| CITY OF SPOKANE | 7008 | S H I P T O | CITY OF SPOKANE |
| FLEET SERVICES - PARTS | 8 | | FLEET SERVICES - PARTS |
| 915 N NELSON ST | | | 915 N NELSON ST |
| SPOKANE WA 99202 | PHONE: 509-625-6403 | | SPOKANE WA 99202 |
| | | | |

| | | | | |
|--------------|--------|-------------|--------------------|-----------------------------|
| CUSTOMER NO. | TYPE | DATE OPENED | PURCHASE ORDER NO. | AUTHORIZED BY / RELEASE NO. |
| 701087 | CHARGE | 1-19-23 | FS0510535 | M70-006456 |
| MAKE | MODEL | SERIAL NO. | EQUIP NO. | METER |
| WI | W120FI | 13100012 | 428247 | 3850 |

| QUANTITY | DESCRIPTION | EACH | AMOUNT |
|---|----------------------|------------------|----------|
| SEGMENT 014 CONTINUED | | | |
| 60 | 187002 PICK SUPPORT | 72.97 | 4,378.20 |
| 60 | 2197999 PLUG HT22 H@ | 1.84 | 110.40 |
| 2 | 2493520 PICK W6/20Z | 410.63 | 821.26 |
| | INBOUND FREIGHT | | 23.00 |
| | INBOUND FREIGHT | | 18.00 |
| | INBOUND FREIGHT | | 79.00 |
| PARTS | | LABOR | |
| 5,464.06 | | 1,041.27 | 6,505.33 |
| 486.30 | | 92.67 | |
| | | TIME/MATERIALS | 578.97 |
| | | STATE/LOCAL TAX | 7,084.30 |
| | | SEGMENT TOTAL--> | |
| SEGMENT 015 | | | |
| HYDRAULIC LEAKS | | | |
| CLEANED MACHINE. OPERATED MACHINE AND CHECKED FOR LEAKS. | | | |
| FOUND 4 LEAKING HOSES UNDER, IN FRONT OF, AND BESIDE | | | |
| OPERATOR'S PLATFORM. REPLACED LEAKING HOSES. AFTER CUSTOMER | | | |
| PICKED UP MACHINE, IT WAS FOUND THAT 2 MORE HOSES FOR RIGHT | | | |
| REAR SLEWING LEG WERE TOO SHORT. THESE HOSES WERE | | | |
| PREVIOUSLY REPLACED BY CUSTOMERS SHOP. REMOVED HOSES AND | | | |
| HAD CORRECT LENGTH HOSES BUILT. INSTALLED NEW HOSES AND | | | |
| TESTED FOR PROPER CLEARANCE AND LENGTH WHILE SLEWING LEG. | | | |
| | HOSES | | 638.55 |
| PARTS | | LABOR | |
| 638.55 | | 1,537.08 | 2,175.63 |
| 56.83 | | 136.79 | |
| | | TIME/MATERIALS | 193.62 |
| | | STATE/LOCAL TAX | 2,369.25 |
| | | SEGMENT TOTAL--> | |
| SEGMENT 016 | | | |
| TRACK PADS - RIGHT REAR ONLY | | | |
| REPLACED RIGHT REAR TRACK PADS. REMOVED OLD TRACK PADS AND | | | |
| INSTALLED NEW PADS FOLLOWING MANUFACTURER'S GUIDELINES. | | | |

| | | | |
|--|--|--------------------|---------------|
| <i>Payment should be by cash, check or ACH/wire transfer</i> | | DESCRIPTION | AMOUNT |
| SUBMIT PAYMENTS ONLY TO: | | TOTAL PARTS | |
| Papé Machinery | | TOTAL LABOR | |
| PO Box 35144 #5077 | | SPECIAL SERVICES | |
| Seattle, WA 98124-5144 | | | |
| www.papemachinery.com | | PLEASE PAY > | CONTINUED |
| | | THIS TOTAL > | |



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|--------------|-------------|
| INVOICE DATE | INVOICE NO. |
| 6-06-23 | 7002442 |



Papé Machinery, Inc., PO Box 10527, Eugene, OR 97440

SERVICE INVOICE

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| | | | |
|------------------------|---------------------|---------|------------------------|
| CITY OF SPOKANE | 7008 | SHIP TO | CITY OF SPOKANE |
| FLEET SERVICES - PARTS | 9 | | FLEET SERVICES - PARTS |
| 915 N NELSON ST | | | 915 N NELSON ST |
| SPOKANE WA 99202 | PHONE: 509-625-6403 | | SPOKANE WA 99202 |
| | | | |

| CUSTOMER NO. | TYPE | DATE OPENED | PURCHASE ORDER NO. | AUTHORIZED BY / RELEASE NO. |
|--|-------------|-----------------|--------------------|-----------------------------|
| 701087 | CHARGE | 1-19-23 | FS0510535 | M70-006456 |
| MAKE | MODEL | SERIAL NO. | EQUIP NO. | METER |
| WI | W120FI | 13100012 | 428247 | 3850 |
| QUANTITY | DESCRIPTION | | EACH | AMOUNT |
| SEGMENT 016 CONTINUED | | | | |
| 1 | 2063504 | KIT II PADS | 1,789.18 | 1,789.18 |
| | PARTS | LABOR | | |
| 1,789.18 | | 187.77 | TIME/MATERIALS | 1,976.95 |
| 159.24 | | 16.71 | STATE/LOCAL TAX | 175.95 |
| | | | SEGMENT TOTAL--> | 2,152.90 |
| SEGMENT 017 | | | | |
| DISCHARGE CONVEYOR COVER REPLACED TORN DISCHARGE CONVEYOR FABRIC COVER. INSTALLED NEW COVER REPLACING ANY BROKEN STRAPS. | | | | |
| 1 | 2104665 | TARPAULIN | 1,325.88 | 1,325.88 |
| 4 | 70203 | RUBBER ENDLE | 7.74 | 30.96 |
| 4 | 70204 | HOOK | .87 | 3.48 |
| | | INBOUND FREIGHT | | 23.00 |
| | | INBOUND FREIGHT | | 26.00 |
| | | INBOUND FREIGHT | | 24.00 |
| | PARTS | LABOR | | |
| 1,433.32 | | 187.77 | TIME/MATERIALS | 1,621.09 |
| 127.57 | | 16.71 | STATE/LOCAL TAX | 144.28 |
| | | | SEGMENT TOTAL--> | 1,765.37 |
| SEGMENT 018 | | | | |
| ENGINE STOP BUTTONG STICKING REMOVED MAIN CONSOLE TO ACCESS BACK OF STOP BUTTON. REPLACED ENGINE STOP BUTTON. TESTED FOR PROPER OPERATION. | | | | |
| 1 | 144273 | FRONT ELEMEN | 43.90 | 43.90 |
| | | INBOUND FREIGHT | | 22.00 |
| | PARTS | LABOR | | |
| 65.90 | | 102.42 | TIME/MATERIALS | 168.32 |
| 5.87 | | 9.12 | STATE/LOCAL TAX | 14.99 |
| | | | SEGMENT TOTAL--> | 183.31 |

Payment should be by cash, check or ACH/wire transfer

| DESCRIPTION | AMOUNT |
|------------------|--------|
| TOTAL PARTS | |
| TOTAL LABOR | |
| SPECIAL SERVICES | |

SUBMIT PAYMENTS ONLY TO:
 Papé Machinery
 PO Box 35144 #5077
 Seattle, WA 98124-5144



| | |
|--------------|-------------|
| INVOICE DATE | INVOICE NO. |
| 6-06-23 | 7002442 |



Papé Machinery, Inc., PO Box 10527, Eugene, OR 97440

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| | | | |
|------------------------|---------------------|---------|------------------------|
| CITY OF SPOKANE | 7008 | SHIP TO | CITY OF SPOKANE |
| FLEET SERVICES - PARTS | 10 | | FLEET SERVICES - PARTS |
| 915 N NELSON ST | | | 915 N NELSON ST |
| SPOKANE WA 99202 | PHONE: 509-625-6403 | | SPOKANE WA 99202 |
| | | | |

| CUSTOMER NO. | TYPE | DATE OPENED | PURCHASE ORDER NO. | AUTHORIZED BY / RELEASE NO. |
|--|---------------------|------------------|--------------------|-----------------------------|
| 701087 | CHARGE | 1-19-23 | FS0510535 | M70-006456 |
| MAKE | MODEL | SERIAL NO. | EQUIP NO. | METER |
| WI | W120FI | 13100012 | 428247 | 3850 |
| QUANTITY | DESCRIPTION | EACH | AMOUNT | |
| SEGMENT 019 | | | | |
| TRACK ROLLERS/INSPECTION | | | | |
| SUPPORTED MACHINE WITH JACK STANDS AND BLOCKING. RAISED ALL LEGS OFF OF GROUND. RELEASED TRACK TENSION. REPLACED ALL TRACK ROLLERS. RE-TENSIONED TRACKS. INSPECTED TRACK WEAR WHILE REPLACING ROLLERS. TRACKS STILL IN GOOD CONDITION. | | | | |
| 48 | 16584 WASHER | .69 | 33.12 | |
| 12 | 191936 TRACK ROLLER | 697.55 | 8,370.60 | |
| 48 | 30592 SCREW | 2.91 | 139.68 | |
| | INBOUND FREIGHT | | 36.00 | |
| | INBOUND FREIGHT | | 152.00 | |
| | INBOUND FREIGHT | | 171.00 | |
| | INBOUND FREIGHT | | 14.00 | |
| PARTS | LABOR | | | |
| 8,916.40 | 1,741.13 | TIME/MATERIALS | 10,657.53 | |
| 793.56 | 154.97 | STATE/LOCAL TAX | 948.53 | |
| | | SEGMENT TOTAL--> | 11,606.06 | |
| SEGMENT 020 | | | | |
| REAR ROLLER FOR PRIMARY CONVEYOR | | | | |
| REPLACED SEIZED MAIN CONVEYOR SUPPORTING ROLLERS. | | | | |
| 2 | 190448 SUPPORTING R | 517.65 | 1,035.30 | |
| | INBOUND FREIGHT | | 42.00 | |
| | INBOUND FREIGHT | | 51.00 | |
| PARTS | LABOR | | | |
| 1,128.30 | 358.47 | TIME/MATERIALS | 1,486.77 | |
| 100.42 | 31.90 | STATE/LOCAL TAX | 132.32 | |
| | | SEGMENT TOTAL--> | 1,619.09 | |
| SEGMENT 021 | | | | |
| DEPTH GATES | | | | |
| REPLACED DEPTH GATE "SEALING" PLATES FOR LEFT AND RIGHT DEPTH GATES. SEALING PLATES TIGHTENED UP DEPTH GATES. | | | | |

Payment should be by cash, check or ACH/wire transfer

| DESCRIPTION | AMOUNT |
|---------------------------------|------------------|
| SUBMIT PAYMENTS ONLY TO: | TOTAL PARTS |
| Papé Machinery | TOTAL LABOR |
| PO Box 35144 #5077 | SPECIAL SERVICES |
| Seattle, WA 98124-5144 | |
| PLEASE PAY THIS TOTAL > | CONTINUED > |



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| INVOICE DATE | INVOICE NO. |
| 6-06-23 | 7002442 |



Papé Machinery, Inc., PO Box 10527, Eugene, OR 97440

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| | | | |
|------------------------|---------------------|---------|------------------------|
| CITY OF SPOKANE | 7008 | SHIP TO | CITY OF SPOKANE |
| FLEET SERVICES - PARTS | 11 | | FLEET SERVICES - PARTS |
| 915 N NELSON ST | | | 915 N NELSON ST |
| SPOKANE WA 99202 | PHONE: 509-625-6403 | | SPOKANE WA 99202 |
| | | | |

| | | | | |
|--------------|--------|-------------|--------------------|-----------------------------|
| CUSTOMER NO. | TYPE | DATE OPENED | PURCHASE ORDER NO. | AUTHORIZED BY / RELEASE NO. |
| 701087 | CHARGE | 1-19-23 | FS0510535 | M70-006456 |
| MAKE | MODEL | SERIAL NO. | EQUIP NO. | METER |
| WI | W120FI | 13100012 | 428247 | 3850 |

| QUANTITY | DESCRIPTION | EACH | AMOUNT |
|---|---------------------|------------------|----------|
| SEGMENT 021 CONTINUED | | | |
| 2 | 107266 WASHER | 20.45 | 40.90 |
| 1 | 197053 SEALING, LEF | 440.78 | 440.78 |
| 1 | 197054 SEALING, RIG | 437.67 | 437.67 |
| 2 | 4300 SCREW | .60 | 1.20 |
| | INBOUND FREIGHT | | 21.00 |
| | INBOUND FREIGHT | | 44.00 |
| PARTS | | LABOR | |
| 985.55 | | 1,041.27 | 2,026.82 |
| 87.72 | | 92.67 | 180.39 |
| | | TIME/MATERIALS | 2,207.21 |
| | | STATE/LOCAL TAX | |
| | | SEGMENT TOTAL--> | |
| SEGMENT 022 | | | |
| CYCLE TIMES FOR DISCHARGE CONVEYOR | | | |
| CONTACTED WIRTGEN FOR DISCHARGE CONVEYOR LIFT AND LOWER | | | |
| CYCLE TIMES. CONVEYOR CYCLE TIMES WITHIN SPECIFICATION. | | | |
| PARTS | | LABOR | |
| .00 | | 17.07 | 17.07 |
| .00 | | 1.52 | 1.52 |
| | | TIME/MATERIALS | 17.07 |
| | | STATE/LOCAL TAX | 1.52 |
| | | SEGMENT TOTAL--> | 18.59 |
| SEGMENT 023 | | | |
| DEPTH SENSOR | | | |
| CUSTOMER STATED LEFT LEVEL PRO SENSOR WOULD INTERMITTENTLY | | | |
| NOT WORK. WHILE MACHINE WAS BEING SERVICED OVER THE WINTER, | | | |
| THE SENSOR WAS WORKING. AFTER CUSTOMER STARTED RUNNING | | | |
| MACHINE, SENSOR STARTED TO NOT WORK INTERMITTENTLY. WHILE | | | |
| FAULT WAS ACTIVE, TESTED POWER AND GROUND TO SENOR. SENSOR | | | |
| HAD FULL 24-VOLT SUPPLY AND GOOD RESISTANCE TO GROUND. | | | |
| OTHER SENSOR INPUTS/OUTPUTS WERE PWM SIGNALS AND WERE NOT | | | |
| ABLE TO BE TESTED. REPLACED SENSOR. AFTER SENSOR | | | |
| REPLACEMENT, CUSTOMER WAS STILL HAVING INTERMITTENT | | | |
| FAILURES OF THE SENSOR. UPDATED LEVEL PRO MONITOR. | | | |

Payment should be by cash, check or ACH/wire transfer

| DESCRIPTION | AMOUNT |
|--|-------------|
| TOTAL PARTS | |
| TOTAL LABOR | |
| SPECIAL SERVICES | |
| <p>SUBMIT PAYMENTS ONLY TO: Papé Machinery PO Box 35144 #5077 Seattle, WA 98124-5144</p> | |
| PLEASE PAY THIS TOTAL > | CONTINUED > |



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| INVOICE DATE | INVOICE NO. |
| 6-06-23 | 7002442 |



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| | | | |
|------------------------|---------------------|---------|------------------------|
| CITY OF SPOKANE | 7008 | SHIP TO | CITY OF SPOKANE |
| FLEET SERVICES - PARTS | 12 | | FLEET SERVICES - PARTS |
| 915 N NELSON ST | | | 915 N NELSON ST |
| SPOKANE WA 99202 | PHONE: 509-625-6403 | | SPOKANE WA 99202 |
| | | | |

| | | | | |
|--------------|--------|-------------|--------------------|-----------------------------|
| CUSTOMER NO. | TYPE | DATE OPENED | PURCHASE ORDER NO. | AUTHORIZED BY / RELEASE NO. |
| 701087 | CHARGE | 1-19-23 | FS0510535 | M70-006456 |

| | | | | |
|------|--------|------------|-----------|-------|
| MAKE | MODEL | SERIAL NO. | EQUIP NO. | METER |
| WI | W120FI | 13100012 | 428247 | 3850 |

| QUANTITY | DESCRIPTION | EACH | AMOUNT |
|--|----------------------|------------------|----------|
| SEGMENT 023 CONTINUED | | | |
| THOROUGHLY INSPECTED AND TESTED WIRING HARNESS FOR SENSOR. TESTED CONNECTIONS ON BUS AND CONNECTIONS ON LEVEL PRO CONTROLLER. CONTACTED WITGEN FOR FURTHER SUPPORT. REMOVED HARNESSES FOR LEFT AND RIGHT LEVEL PRO SENSORS FROM MACHINE AND SWAPPED THEM. FAULT STILL WAS ACTIVE FOR LEFT SIDE SENSOR SHOWING THE FAULT FOLLOWED THE LEFT SIDE HARNESS. AFTER FURTHER TROUBLESHOOTING WITH WIRTGEN, IT WAS FOUND THAT DISCONNECTING THE POWER OR ANY OF THE 3 SIGNAL WIRES FROM THE BUS CONNECTIONS ON THE SENSOR HARNESS WOULD CAUSE THE "NO SENSOR" FAULT. IT WAS DECIDED THAT THE HARNESS FROM THE BUS CONNECTIONS TO THE SENSOR SHOULD BE REPLACED. REMOVED OLD HARNESS. INSTALLED NEW HARNESS. WAITING TO HEAR FROM CUSTOMER IF FAULT IS STILL OCCURRING. | | | |
| 1 | 2045037 WIRE HARNESS | 616.00 | 616.00 |
| 1 | 2137341 TRACER IV | 3,059.60 | 3,059.60 |
| | INBOUND FREIGHT | | 23.00 |
| | INBOUND FREIGHT | | 16.00 |
| | PARTS | LABOR | |
| 3,714.60 | | 1,599.05 | |
| 330.59 | | 142.31 | |
| | | TIME/MATERIALS | 5,313.65 |
| | | STATE/LOCAL TAX | 472.90 |
| | | SEGMENT TOTAL--> | 5,786.55 |
| SEGMENT 024 | | | |
| REPLACE LEAKING REAR MAIN SEAL REAR MAIN SEAL NOT LEAKING. ENGINE OIL PAN LEAKING. INFORMED CUSTOMER OF ISSUE AND RECOMMENDED REPAIR NEXT WINTER. | | | |
| | PARTS | LABOR | |
| .00 | | 17.07 | |
| .00 | | 1.52 | |
| | | TIME/MATERIALS | 17.07 |
| | | STATE/LOCAL TAX | 1.52 |
| | | SEGMENT TOTAL--> | 18.59 |

Payment should be by cash, check or ACH/wire transfer

| DESCRIPTION | AMOUNT |
|---|-------------|
| TOTAL PARTS | |
| TOTAL LABOR | |
| SPECIAL SERVICES | |
| SUBMIT PAYMENTS ONLY TO: Papé Machinery PO Box 35144 #5077 Seattle, WA 98124-5144 | |
| PLEASE PAY THIS TOTAL > | CONTINUED > |



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| INVOICE DATE | INVOICE NO. |
| 6-06-23 | 7002442 |



Papé Machinery, Inc., PO Box 10527, Eugene, OR 97440

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| | | | |
|------------------------|---------------------|---------|------------------------|
| CITY OF SPOKANE | 7008 | SHIP TO | CITY OF SPOKANE |
| FLEET SERVICES - PARTS | 13 | | FLEET SERVICES - PARTS |
| 915 N NELSON ST | | | 915 N NELSON ST |
| SPOKANE WA 99202 | PHONE: 509-625-6403 | | SPOKANE WA 99202 |
| | | | |

| | | | | |
|--------------|--------|-------------|--------------------|-----------------------------|
| CUSTOMER NO. | TYPE | DATE OPENED | PURCHASE ORDER NO. | AUTHORIZED BY / RELEASE NO. |
| 701087 | CHARGE | 1-19-23 | FS0510535 | M70-006456 |
| MAKE | MODEL | SERIAL NO. | EQUIP NO. | METER |
| WI | W120FI | 13100012 | 428247 | 3850 |

| QUANTITY | DESCRIPTION | EACH | AMOUNT |
|-------------|------------------|------------------|----------|
| SEGMENT 099 | | | |
| TRAVEL TIME | | | |
| | SERVICE SUPPLIES | | 350.00 |
| | SERVICE TRIP | | .00 |
| PARTS | LABOR | | |
| 350.00 | 665.00 | TIME/MATERIALS | 1,015.00 |
| 31.15 | 59.20 | STATE/LOCAL TAX | 90.35 |
| | | SEGMENT TOTAL--> | 1,105.35 |

| | | | |
|---|---|--------------------|---------------|
| <i>Payment should be by cash, check or ACH/wire transfer</i> | | DESCRIPTION | AMOUNT |
| FOR ALL YOUR CONSTRUCTION AND FORESTRY NEEDS CALL: PAPÉ MACHINERY SPOKANE, WA (509) 838-5252 | SUBMIT PAYMENTS ONLY TO: Papé Machinery PO Box 35144 #5077 Seattle, WA 98124-5144 | TOTAL PARTS | 43,948.65 |
| | | TOTAL LABOR | 21,996.50 |
| | | SPECIAL SERVICES | |
| TERMS: PAYMENT DUE 06/16/23 | | STATE/LOCAL TAX | 5,869.11 |
| www.papemachinery.com | | PLEASE PAY > | 71,814.26 |
| | | THIS TOTAL > | |

SR 425854

Order John Deere Parts & View Invoices at customerportal.pape.com



| | |
|---------------------|--------------------|
| <u>INVOICE DATE</u> | <u>INVOICE NO.</u> |
| 7-12-23 | 7002561 |



JOHN DEERE

Papé Machinery, Inc., PO Box 10527, Eugene, OR 97440

SERVICE INVOICE

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| | | | |
|------------------------|---------------------|---------|------------------------|
| CITY OF SPOKANE | 7008 | SHIP TO | CITY OF SPOKANE |
| FLEET SERVICES - PARTS | 5 | | FLEET SERVICES - PARTS |
| 915 N NELSON ST | | | 915 N NELSON ST |
| SPOKANE WA 99202 | PHONE: 509-625-6403 | | SPOKANE WA 99202 |
| | | | |

| | | | | |
|--------------|----------|-------------|--------------------|-----------------------------|
| CUSTOMER NO. | TYPE | DATE OPENED | PURCHASE ORDER NO. | AUTHORIZED BY / RELEASE NO. |
| 701087 | CHARGE | 2-07-23 | FS0509728 | M70-006566 |
| MAKE | MODEL | SERIAL NO. | EQUIP NO. | METER |
| VG | S1700-3I | 19820111 | 428762 | 2000 |

| QUANTITY | DESCRIPTION | EACH | AMOUNT |
|---|------------------|------------------|----------|
| SEGMENT 007 CONTINUED | | | |
| PARTS | LABOR | | |
| 594.01 | 1,007.13 | TIME/MATERIALS | 1,601.14 |
| 53.46 | 90.65 | STATE/LOCAL TAX | 144.11 |
| | | SEGMENT TOTAL--> | 1,745.25 |
| SEGMENT 008 | | | |
| RESEAL WASH DOWN HOSE RAIL DISASSEMBLED AND RESEALED WASHDOWN HOSE REAL. UPON DISASSEMBLY OF WASHDOWN HOSE REEL, IT WAS FOUND THAT THE BEARING FOR THE HOSE REEL HAD WORN AND CAUSED THE SHAFT TO BECOME LOOSE, DAMAGING THE SEALING SURFACES OF THE SWIVEL SEAL. ORDERED NEW REEL ASSEMBLY. REMOVED OLD REEL AND INSTALLED NEW ASSEMBLY. | | | |
| 1 | 2574969 REWINDER | 1,707.83 | 1,707.83 |
| | INBOUND FREIGHT | | 48.00 |
| PARTS | LABOR | | |
| 1,755.83 | 419.32 | TIME/MATERIALS | 2,175.15 |
| 158.02 | 37.73 | STATE/LOCAL TAX | 195.75 |
| | | SEGMENT TOTAL--> | 2,370.90 |
| SEGMENT 099 | | | |
| TRAVEL TIME | | | |
| SHOP JOB - VOID TRAVEL | | | |
| TRAVEL | | | |
| | SERVICE SUPPLIES | | 350.00 |
| | SERVICE TRIP | | .00 |
| PARTS | LABOR | | |
| 350.00 | 286.50 | TIME/MATERIALS | 636.50 |
| 31.50 | 25.79 | STATE/LOCAL TAX | 57.29 |
| | | SEGMENT TOTAL--> | 693.79 |

| | | | |
|---|---|--------------------|---------------|
| <i>Payment should be by cash, check or ACH/wire transfer</i> | | DESCRIPTION | AMOUNT |
| FOR ALL YOUR CONSTRUCTION AND FORESTRY NEEDS CALL: PAPÉ MACHINERY SPOKANE, WA (509) 838-5252 | SUBMIT PAYMENTS ONLY TO: Papé Machinery PO Box 35144 #5077 Seattle, WA 98124-5144 | TOTAL PARTS | 15,448.07 |
| | | TOTAL LABOR | 9,705.85 |
| | | SPECIAL SERVICES | |
| | | STATE/LOCAL TAX | 2,263.87 |
| TERMS: PAYMENT DUE 07/22/23 | | PLEASE PAY > | 27,417.79 |
| www.papemachinery.com | | THIS TOTAL > | |



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|--------------|-------------|
| INVOICE DATE | INVOICE NO. |
| 7-12-23 | 7002561 |



JOHN DEERE

Papé Machinery, Inc., PO Box 10527, Eugene, OR 97440

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| | | | |
|------------------------|------|---------|------------------------|
| CITY OF SPOKANE | 7008 | SHIP TO | CITY OF SPOKANE |
| FLEET SERVICES - PARTS | 1 | | FLEET SERVICES - PARTS |
| 915 N NELSON ST | | | 915 N NELSON ST |
| SPOKANE WA 99202 | | | SPOKANE WA 99202 |
| PHONE: 509-625-6403 | | | |

| | | | | |
|--------------|----------|-------------|--------------------|-----------------------------|
| CUSTOMER NO. | TYPE | DATE OPENED | PURCHASE ORDER NO. | AUTHORIZED BY / RELEASE NO. |
| 701087 | CHARGE | 2-07-23 | FS0509728 | M70-006566 |
| MAKE | MODEL | SERIAL NO. | EQUIP NO. | METER |
| VG | S1700-3I | 19820111 | 428762 | 2000 |

| QUANTITY | DESCRIPTION | EACH | AMOUNT |
|--|-------------|----------|---------------------------|
| SEGMENT 001 | | | |
| 6/21 MIKEY | | | |
| (B) INSPECT & QUOTE | | | |
| ** CALL CLINT HARRIS | | | |
| ** OFFICE 509-625-7744 CELL 509-688-5978 | | | |
| ** CEHARRIS@SPOKANECITY.ORG | | | |
| THOROUGHLY INSPECTED MACHINE AND QUOTED REPAIRS. CONTACTED CLINT HARRIS AND JAMES DYKES FOR APPROVAL. | | | |
| | PARTS | LABOR | |
| .00 | | 1,211.97 | TIME/MATERIALS 1,211.97 |
| .00 | | 109.08 | STATE/LOCAL TAX 109.08 |
| | | | SEGMENT TOTAL--> 1,321.05 |
| SEGMENT 002 | | | |
| REPLACE LEAKING HOSES | | | |
| DISASSEMBLED PUSH BAR TO ACCESS TRUCK HITCH CYLINDER HOSES. TIGHTENED LOOSE CONNECTIONS. REASSEMBLED PUSH BAR. UPON REPAIR OF UNDER CARRIAGE IN SEGMENT 05, A LARGE HYDRAULIC OIL LEAK WAS FOUND COMING FROM THE RIGHT-HAND TRACK DRIVE MOTOR. DISASSEMBLED MACHINE AS FAR AS POSSIBLE TO ACCESS LEAK. LEAK WAS FOUND TO BE ONE OF THE PRESSURE LINES ON THE DRIVE MOTOR. IN ORDER TO ACCESS THE HOSE TO REMOVE IT AND REPLACE O-RING, THE TRACK HAD TO BE TAKEN OFF. DISCONNECTED ALL SCREED ELECTRICAL AND HYDRAULIC LINES. UNBOLTED SCREED FROM TOW ARMS. DROVE MACHINE FORWARD AWAY FROM SCREED. REMOVED RIGHT SIDE TOW ARM. RAISED MACHINE AND SET IT ON BLOCKS. RELEASED TRACK TENSION AND REMOVED RIGHT SIDE TRACK. FURTER REMOVED PANELS TO ACCESS DRIVE MOTOR. REMOVED BOTH PRESSURE LINES FROM DRIVE MOTOR. INSTALLED NEW O-RINGS. REINSTALLED PRESSURE LINES. REINSTALLED TRACK. LOWERED MACHINE. REINSTALLED TOW ARM AND SCREED. | | | |

Payment should be by cash, check or ACH/wire transfer

SUBMIT PAYMENTS ONLY TO:
 Papé Machinery
 PO Box 35144 #5077
 Seattle, WA 98124-5144

| DESCRIPTION | AMOUNT |
|-------------------------|-------------|
| TOTAL PARTS | |
| TOTAL LABOR | |
| SPECIAL SERVICES | |
| PLEASE PAY THIS TOTAL > | CONTINUED > |



| | |
|--------------|-------------|
| INVOICE DATE | INVOICE NO. |
| 7-12-23 | 7002561 |



Pape Machinery, Inc., PO Box 10527, Eugene, OR 97440

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| | | | |
|------------------------|------|---------|------------------------|
| CITY OF SPOKANE | 7008 | SHIP TO | CITY OF SPOKANE |
| FLEET SERVICES - PARTS | 2 | | FLEET SERVICES - PARTS |
| 915 N NELSON ST | | | 915 N NELSON ST |
| SPOKANE WA 99202 | | | SPOKANE WA 99202 |
| PHONE: 509-625-6403 | | | |
| | | | |

| | | | | |
|--------------|----------|-------------|--------------------|-----------------------------|
| CUSTOMER NO. | TYPE | DATE OPENED | PURCHASE ORDER NO. | AUTHORIZED BY / RELEASE NO. |
| 701087 | CHARGE | 2-07-23 | FS0509728 | M70-006566 |
| MAKE | MODEL | SERIAL NO. | EQUIP NO. | METER |
| VG | S1700-3I | 19820111 | 428762 | 2000 |

| QUANTITY | DESCRIPTION | EACH | AMOUNT |
|--|------------------------|----------|---------------------------|
| SEGMENT 002 CONTINUED | | | |
| 1 | TY27318 HYDRAULIC O@ | 202.36 | 202.36 |
| 2 | 9620260062 O-RING SEAL | 8.47 | 16.94 |
| PARTS | | LABOR | |
| 219.30 | | 2,901.90 | TIME/MATERIALS 3,121.20 |
| 19.73 | | 261.18 | STATE/LOCAL TAX 280.91 |
| | | | SEGMENT TOTAL--> 3,402.11 |
| SEGMENT 003 | | | |
| REPAIR SCREED STRIKE OFF BLADES SHAWN DISASSEMBLED SCREED EXTENSIONS AND REMOVED SCREED EXTENSION STRIKE OFF PLATES. USED HEAT AND PRESS TO STRAIGHTEN PLATES. REINSTALLED STRIKE OFF PLATES AND REASSEMBLED SCREED EXTENSIONS. | | | |
| PARTS | | LABOR | |
| .00 | | 678.46 | TIME/MATERIALS 678.46 |
| .00 | | 61.06 | STATE/LOCAL TAX 61.06 |
| | | | SEGMENT TOTAL--> 739.52 |
| SEGMENT 004 | | | |
| REPLACE LEAKING AUGER CYLINDER SHAWN - SUPPORTED AUGER ASSEMBLY. REMOVED HYDRAULIC HOSES FROM AUGER LIFT CYLINDER. REMOVED CYLINDER. SWAPPED FITTINGS FROM OLD TO NEW CYLINDER. INSTALLED NEW CYLINDER. RECONNECTED HYDRAULIC LINES. TESTED FOR PROPER OPERATION AND LEAKS. | | | |
| 1 | 2273339 HYD CYLINDER | 687.52 | 687.52 |
| | INBOUND FREIGHT | | 33.00 |
| PARTS | | LABOR | |
| 720.52 | | 550.45 | TIME/MATERIALS 1,270.97 |
| 64.85 | | 49.54 | STATE/LOCAL TAX 114.39 |
| | | | SEGMENT TOTAL--> 1,385.36 |

Payment should be by cash, check or ACH/wire transfer

SUBMIT PAYMENTS ONLY TO:
 Pape Machinery
 PO Box 35144 #5077
 Seattle, WA 98124-5144

| DESCRIPTION | AMOUNT |
|------------------|--------|
| TOTAL PARTS | |
| TOTAL LABOR | |
| SPECIAL SERVICES | |



| | |
|--------------|-------------|
| INVOICE DATE | INVOICE NO. |
| 7-12-23 | 7002561 |



Papé Machinery, Inc., PO Box 10527, Eugene, OR 97440

SERVICE INVOICE

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

| | | | |
|------------------------|------|---------|------------------------|
| CITY OF SPOKANE | 7008 | SHIP TO | CITY OF SPOKANE |
| FLEET SERVICES - PARTS | 3 | | FLEET SERVICES - PARTS |
| 915 N NELSON ST | | | 915 N NELSON ST |
| SPOKANE WA 99202 | | | SPOKANE WA 99202 |
| PHONE: 509-625-6403 | | | |

| CUSTOMER NO. | TYPE | DATE OPENED | PURCHASE ORDER NO. | AUTHORIZED BY / RELEASE NO. |
|--|-------------------------|------------------|--------------------|-----------------------------|
| 701087 | CHARGE | 2-07-23 | FS0509728 | M70-006566 |
| MAKE | MODEL | SERIAL NO. | EQUIP NO. | METER |
| VG | S1700-3I | 19820111 | 428762 | 2000 |
| QUANTITY | DESCRIPTION | EACH | AMOUNT | |
| SEGMENT 005 | | | | |
| UNDERCARRIAGE REPAIRS | | | | |
| RAISED MACHINE ONTO BLOCKS. RELEASED TRACK TENSION. REMOVED RIGHT REAR BOGIE ASSEMBLY. DISASSEMBLED AND REPLACED 4 BOGIE WHEELS WITH NEW BEARINGS AND SEALS. REINSTALLED BOGIE ASSEMBLY. REMOVED RIGHT-HAND DRIVE WHEELS. INSTALLED NEW DRIVE WHEELS WITH NEW HARDWARE. RE-TENSIONED TRACK. LOWERED MACHINE. | | | | |
| 24 | 2053210 SCREW | 8.25 | 198.00 | |
| 4 | 2085696 O-RING SEAL | 23.05 | 92.20 | |
| 2 | 2359498 DRIVE WHEEL | 1,602.17 | 3,204.34 | |
| 4 | 2359502 TRACK ROLLER | 473.55 | 1,894.20 | |
| 4 | 2726460 SHAFT SEAL | 47.21 | 188.84 | |
| 2 | 9510257991 SCREW | 64.43 | 128.86 | |
| 8 | 9520120720 TAPER ROLLER | 38.31 | 306.48 | |
| 4 | 9600120202 LOCKING SHEE | 3.83 | 15.32 | |
| | INBOUND FREIGHT | | 23.00 | |
| | INBOUND FREIGHT | | 232.00 | |
| | INBOUND FREIGHT | | 187.00 | |
| | INBOUND FREIGHT | | 178.00 | |
| | INBOUND FREIGHT | | 36.00 | |
| | PARTS | LABOR | | |
| 6,684.24 | | 1,194.90 | | 7,879.14 |
| 601.58 | | 107.54 | | 709.12 |
| | | TIME/MATERIALS | | 8,588.26 |
| | | STATE/LOCAL TAX | | |
| | | SEGMENT TOTAL--> | | |
| SEGMENT 006 | | | | |
| SCREED HEAT REPAIRS | | | | |
| REPLACED 3 LEFT SIDE MAIN SCREED HEATING ELEMENTS. REMOVED SCREED PANELS TO ACCESS HEATING ELEMENTS. LOOSENEED ELEMENT CLAMPS. DISCONNECTED HEATING ELEMENT HARNESSES FROM A/C POWER BOX. REMOVED HEATING ELEMENTS. CLEANED ELEMENT MOUNTING SURFACES ON MAIN SCREED PLATE. INSTALLED NEW | | | | |
| | | | DESCRIPTION | AMOUNT |
| | | | TOTAL PARTS | |
| | | | TOTAL LABOR | |
| | | | SPECIAL SERVICES | |
| | | | PLEASE PAY > | CONTINUED |
| | | | THIS TOTAL > | |

Payment should be by cash, check or ACH/wire transfer

SUBMIT PAYMENTS ONLY TO:
 Papé Machinery
 PO Box 35144 #5077
 Seattle, WA 98124-5144



| | |
|--------------|-------------|
| INVOICE DATE | INVOICE NO. |
| 7-12-23 | 7002561 |



Papé Machinery, Inc., PO Box 10527, Eugene, OR 97440

SERVICE INVOICE

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

| | | | |
|------------------------|------|---------|------------------------|
| CITY OF SPOKANE | 7008 | SHIP TO | CITY OF SPOKANE |
| FLEET SERVICES - PARTS | 4 | | FLEET SERVICES - PARTS |
| 915 N NELSON ST | | | 915 N NELSON ST |
| SPOKANE WA 99202 | | | SPOKANE WA 99202 |
| PHONE: 509-625-6403 | | | |

| | | | | |
|--------------|----------|-------------|--------------------|-----------------------------|
| CUSTOMER NO. | TYPE | DATE OPENED | PURCHASE ORDER NO. | AUTHORIZED BY / RELEASE NO. |
| 701087 | CHARGE | 2-07-23 | FS0509728 | M70-006566 |
| MAKE | MODEL | SERIAL NO. | EQUIP NO. | METER |
| VG | S1700-3I | 19820111 | 428762 | 2000 |

| QUANTITY | DESCRIPTION | EACH | AMOUNT |
|---|----------------------------|------------------|----------|
| SEGMENT 006 CONTINUED | | | |
| HEATING ELEMENTS ON SCREED PLATE WITH NEW HEAT PASTE AND INSULATING MATERIAL. CONNECTED NEW ELEMENTS TO A/C POWER BOX ON SCREED. CLAMPED AND SECURED NEW ELEMENTS. REASSEMBLED SCREED. REMOVED OLD LEFT SIDE END GATE HEATING ELEMENT. INSTALLED EXISTING CONNECTOR ONTO NEW ELEMENT. INSTALLED NEW ELEMENT INTO END GATE WITH NEW HEAT PASTE AND INSULATING MATERIAL. TESTED SCREED HEAT FOR PROPER OPERATION. | | | |
| 1 | 123123-01-C32 INSULAT PAST | 209.62 | 209.62 |
| 1 | CN201784240 ELEMENT | 984.11 | 984.11 |
| 3 | CN202564240 MAIN-ELEMENT | 1,188.48 | 3,565.44 |
| | INBOUND FREIGHT | | 121.00 |
| | INBOUND FREIGHT | | 123.00 |
| | INBOUND FREIGHT | | 121.00 |
| PARTS | LABOR | | |
| 5,124.17 | 1,455.22 | TIME/MATERIALS | 6,579.39 |
| 461.18 | 130.98 | STATE/LOCAL TAX | 592.16 |
| | | SEGMENT TOTAL--> | 7,171.55 |
| SEGMENT 007 | | | |
| 500HR SERVICE | | | |
| PERFORMED 500-HOUR SERVICE ON MACHINE. DRAINED ENGINE OIL AND REPLACED FILTER. FILLED ENGINE WITH BULK 15W-40. REPLACED PRIMARY AND FINAL FUEL FILTERS. REPLACED PRIMARY ENGINE AIR FILTER. CHECKED ALL GEARBOX OIL LEVELS. CHECKED AND ADJUSTED ALL CHAIN TENSIONS. | | | |
| 1 | 2075488 ENGINE OIL @ | 27.30 | 27.30 |
| 1 | 2283672 AIR FILTER I | 230.38 | 230.38 |
| 1 | 2287034 FILTER ELEME | 119.18 | 119.18 |
| 1 | 2345929 FILTER INSER | 155.22 | 155.22 |
| 11 | TY26682 PLUS 50-II | 5.63 | 61.93 |

Payment should be by cash, check or ACH/wire transfer

SUBMIT PAYMENTS ONLY TO:
 Papé Machinery
 PO Box 35144 #5077
 Seattle, WA 98124-5144

| DESCRIPTION | AMOUNT |
|------------------|--------|
| TOTAL PARTS | |
| TOTAL LABOR | |
| SPECIAL SERVICES | |

Kindel, Danielle

From: Sibley, Mark
Sent: Friday, July 14, 2023 8:33 AM
To: Kindel, Danielle
Subject: FW: Papé Machinery Service Invoice # 7002561 for Customer # 701087 (07/12/2023)
PO# FS0509728
Attachments: INV02_7002561_701087_20230712.pdf

Ok to pay charges attached to w/o 1033253

From: no-reply@pape.com <no-reply@pape.com>
Sent: Thursday, July 13, 2023 5:35 AM
To: Agopsowicz, Don <dagopsowicz@spokanecity.org>; Kindel, Danielle <dkindel@spokanecity.org>; Friedrich, Ed <XXXefriedrick@spokanecity.org>; Kowitz, Jon S. <jskowitz@spokanecity.org>; Sibley, Mark <msibley@spokanecity.org>
Subject: Papé Machinery Service Invoice # 7002561 for Customer # 701087 (07/12/2023) PO# FS0509728

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Please do not reply to this email. We are unable to respond to inquiries sent to this address.



Thank you for your business!



Agenda Sheet for City Council Meeting of:
08/28/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 8/2/2023 |
| Clerk's File # | OPR 2023-0846 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|------------------------------------|
| Submitting Dept | POLICE |
| Contact Name/Phone | MAJ. MIKE MCNAB 835-4514 |
| Contact E-Mail | MMCNAB@SPOKANEPOLICE.ORG |
| Agenda Item Type | Purchase w/o Contract |
| Agenda Item Name | BALLISTIC BODY ARMOR VALUE BLANKET |

Agenda Wording
Request approval of new value blanket with Galls for purchase of body armor and external carriers.

Summary (Background)
Ballistic Body armor and external carriers are essential gear for police officers. As per SPD policy 1024.2, it is the policy of the SPD to maximize officer safety using body armor in combination with prescribed safety procedures. A new value blanket with Galls, utilizing WA State Contract #03720, will be able to supply the department with ballistic body armor and external carriers for the next 2 years. Estimated amount for a 2-year period is \$400,000. Term 08/01/2023 - 07/31/2025.

| | | |
|----------------------|-------------------|--------------------------------|
| Lease? NO | Grant related? NO | Public Works? NO |
| Fiscal Impact | | Budget Account |
| Expense | \$ \$400,000 | # 0680-11410-21250-53528-99999 |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |

| | | | |
|--------------------------|-----------------|------------------------------|------------------|
| Approvals | | Council Notifications | |
| Dept Head | OLSEN, ERIC | Study Session\Other | PSCHC 07/31/2023 |
| Division Director | OLSEN, ERIC | Council Sponsor | CM Cathcart |
| Finance | SCHMITT, KEVIN | Distribution List | |
| Legal | BEATTIE, LAUREN | spdfinace@spokanepolice.org | |
| For the Mayor | JONES, GARRETT | lyons-kiley@galls.com | |

| | |
|-----------------------------|--|
| Additional Approvals | |
| Purchasing | |
| | |
| | |

Committee Agenda Sheet

Public Safety & Community Health Committee

| | |
|--|---|
| Submitting Department | Police |
| Contact Name | Major Mike McNab |
| Contact Email & Phone | mmcnab@spokanepolice.org 509-835-4514 |
| Council Sponsor(s) | Councilman Cathcart |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Ballistic Body Armor Value Blanket |
| Summary (Background) | Ballistic Body armor and external carriers are essential gear for police officers. As per SPD policy 1024.2, it is the policy of the SPD to maximize officer safety using body armor in combination with prescribed safety procedures. A new value blanket with Galls, utilizing WA State Contract #03720, will be able to supply the department with ballistic body armor and external carriers for the next 2 years. Estimated amount for a 2-year period is \$400,000. Term 08/01/2023 – 07/31/2025. |
| Proposed Council Action | Approval of Value Blanket |
| Fiscal Impact | |
| Total Cost: <u>Up to \$400,000 over a two-year period</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 checked="" type="checkbox"/> Recurring | |
| Specify funding source: Click or tap here to enter text. | |
| 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? | |

Contract Summary

Body Armor and Ballistic-Resistant Protective Products

Contract #: 03720

Replaces: [07115](#)

Contract Type: COOPERATIVE

Contract Scope: Cooperative contract 03720 provides a procurement bridge maximizing the nation's purchasing power for eligible purchasers to access various body armor and ballistic resistant equipment from multiple vendors. It has been competitively bid and awarded by the state of Colorado. It was awarded by Category. To understand the entire agreement for each Contractor, you must read the base NASPO ValuePoint Master Agreement. Washington's participation document will only include terms & conditions that are legally required in our state. There are nine awarded Contractors available to provide body armor and ballistic resistant equipment.

The following categories of body armor and ballistic resistant products available on this contract are:

- Ballistic-resistant Vest (including carrier)
- Ballistic-resistant Rifle Plates (including carrier)
- Ballistic-resistant Stand-alone Plate
- In Conjunctions with Armor (including carrier)
- Stab-resistant Vest (including carrier)
- Combination Vest (including carrier)
- K-9 vest
- Helmet
- Ballistic Shields

Non-market basket items include:

- Trauma Pack
 - Trauma Plate
 - Insert
 - Protector (groin, shoulder, throat, etc.)
 - Carriers
 - Pouches
 - Replacement Vest Straps
 - ID Patches
 - Carry Bags
 - Face Shields
 - Helmet Accessories
 - Shield LED Lights & Accessories
 - Other Accessories
-

How to use this Contract.

1. Review the Contractor sections below to find product, pricing and information for each Contractor.
 2. An account must be established prior to ordering from this contract. Contact the appropriate sales representative listed below directly to set up your account.
 3. Reference State contract No. 03720 on your ordering documents.
 4. Purchasers may choose to use any of the awarded Contractors below that best meets their needs.
 5. Contact [Neva Peckham](#) with any further questions.
-

Awarded Contractors:

Angel Armor

Primary Contact: Aaron Pettigrew or (970) 999-3027

[NASPO ValuePoint Master Agreement](#)

[NASPO ValuePoint Amendment 1](#)

[Washington Participating Addendum](#)

[Products & Pricing](#)

[Agents & Distributors](#)

[Warranty & Recycling Plan](#)

Armor Express

[Primary Contact: Donna Corbin or \(231\) 350-6270](#)

[NASPO ValuePoint Master Agreement](#)

[NASPO ValuePoint Amendment 1](#)

[Washington Participating Addendum](#)

[Products & Pricing](#)

[Agents & Distributors](#)

[Warranty & Recycling Plan](#)

GH Armor Systems

[Primary Contact: Chris Grado or \(606\) 219-5159](#)

[NASPO ValuePoint Master Agreement](#)

[NASPO ValuePoint Amendment 1](#)

[Washington Participating Addendum](#)

[Products & Pricing](#)

[Agents & Distributors](#)

[Warranty & Recycling Plan](#)

Galvion Ballistics

[Primary Contact: or \(802\) 598-2344](#)

[NASPO ValuePoint Master Agreement](#)

[NASPO ValuePoint Amendment 1](#)

[Washington Participating Addendum](#)

[Products & Pricing](#)

[Agents & Distributors](#)

[Warranty & Recycling Plan](#)

ONYX Armor

[Primary Contact: Scotty Wylie or \(904\) 631-7051](#)

[NASPO ValuePoint Master Agreement](#)

[NASPO ValuePoint Amendment 1](#)

[Washington Participating Addendum](#)

[Products & Pricing](#)

[Agents & Distributors](#)

[Warranty & Recycling Plan](#)

Point Blank Enterprises

[Primary Contact: Daniela Domenecci or \(954\) 630-0900 ext: 1329](#)

[NASPO ValuePoint Master Agreement](#)

[NASPO ValuePoint Amendment 1](#)

[Washington Participating Addendum](#)

[Products & Pricing](#)

[Agents & Distributors](#)

[Warranty & Recycling Plan](#)

Safariland

[Primary Contact: Jaime Marini or \(904\) 807-1928](#)

[NASPO ValuePoint Master Agreement](#)

[NASPO ValuePoint Amendment 1](#)

[Washington Participating Addendum](#)

[Products & Pricing](#)

[Agents & Distributors](#)

[Warranty & Recycling Plan](#)

Survival Armor

Primary Contact: [Jeanine Mason](#) or (239) 210-0891 ext. 104

[NASPO ValuePoint Master Agreement](#)

[NASPO ValuePoint Amendment 1](#)

[Washington Participating Addendum](#)

[Products & Pricing](#)

[Agents & Distributors](#)

[Warranty & Recycling Plan](#)

United Shield International

Primary Contact: [Brian Banducci](#) or (231) 933-1179

[NASPO ValuePoint Master Agreement](#)

[NASPO ValuePoint Amendment 1](#)

[Washington Participating Addendum](#)

[Products & Pricing](#)

[Agents & Distributors](#)

[Warranty & Recycling Plan](#)

DES has ensured this procurement meets [RCW 39.26](#), follows State of Washington [Current Procurement Policies](#), [follows DES procurement process](#), and DES has determined that entering into this contract will be in the best interest of the State of Washington.

Found a Broken Link? [E-mail DES](#) so we can fix it ASAP.

Effective Date: 03-15-2021

Est. Annual Worth: \$2,500,000

Current Term Ends On: 11-20-2025

Final Term Ends On: 11-20-2025

Commodity Code(s): 680-08

Diversity: 0% WBE 0% MBE

of Bids Received: 17

Contact Info:

Neva Peckham

☎ (360) 628-0067

✉ neva.peckham@des.wa.gov

Secondary Contact Info:

Brad Stringfellow

☎ (360) 407-9429

✉ Brad.Stringfellow@des.wa.gov

Who Can Use This Contract?

- [Organizations with Statewide Contract Usage Agreements](#)
 - [Customer Communication Profile](#)
-

- Angel Armor Pricing & Distributors
- Armor Express Pricing & Distributors
- Galvion Ballistics Pricing & Distributors
- GH Armor Pricing & Distributors
- Onyx Armor Pricing & Distributors
- Point Blank Enterprises Pricing & Distributors

- Safariland Pricing & Distributors
- Survival Armor Pricing & Ordering
- United Shield Pricing & Distributors
- Bid Tab

This Contract has no Resource Documents

Showing 1 to 9 of 9 Vendors





All Vendors Per Page.

Search Vendors:

1

| Vendor <input type="button" value="↑↓"/> | Vendor # <input type="button" value="↑↓"/> | Authorized Fulfillment Partners <input type="button" value="↑↓"/> | OMWBE <input type="button" value="↑↓"/> | Small Business <input type="button" value="↑↓"/> | Veteran <input type="button" value="↑↓"/> | Considerations / Preferences <input type="button" value="↑↓"/> |
|--|--|---|---|--|---|--|
| ANGEL ARMOR, LLC | w66720 | | | | | |
| CENTRAL LAKE ARMOR EXPRESS, INC. | w23711 | | | | | |
| GALVION BALLISTICS LTD | w89886 | | | | | |
| GH ARMOR SYSTEMS INC. | w20584 | | | | | |
| ONYX PROTECTIVE GROUP INC | w85759 | | | | | |
| POINT BLANK ENTERPRISES | w23676 | | | | | |
| SAFARILAND, LLC | w23137 | | | | | |
| SURVIVAL ARMOR, INC | w21063 | | | | | |
| UNITED SHIELD INTERNATIONAL, LLC | w85752 | | | | | |

M = OMWBE Certified Minority Owned | W = OMWBE Certified Women Owned | MW = OMWBE Certified Minority Women Owned

-  = Veteran Owned
-  = Small Business
-  = Preference Contract w/ Green Recycled Content
-  = *Preference Executive Order 18-03



= *Preference Electronic Products Purchasing

HFC = *Preference Hydrofluorocarbons Products Purchasing



= *Preference Nonmercury-Added Products Purchasing



= *Preference Polychlorinated Biphenyls (PCBs) Purchasing

* = Newly Added Icon.



= All Other Green Considerations

Didn't find what you were looking for?

The Contracts Resource Center is here to help.

 (360) 407-2210

 contractingandpurchasing@des.wa.gov

 [Find a Contracts Specialist](#)

Loucks, Michelle

From: Lyons, Kiley <Lyons-Kiley@galls.com>
Sent: Thursday, June 29, 2023 4:33 PM
To: Loucks, Michelle
Subject: Body Armor Pricing

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Michelle,

Below is what I have for the current Body Armor pricing. There is a potential price increase coming that would go into effect towards the end of the year.

| | | |
|--------|--|------------|
| BL809 | AXII W/ 1 HI LITE CARRIER | \$855.36 |
| BL635 | POINT BLANK AXBIIIA HILITE 1 CARRIER | \$1,040.58 |
| BL636 | POINT BLANK HI LITE AXBIIIA TWO CARRIERS | \$1,144.80 |
| BL114 | HI LITE EXTRA CARRIER | \$104.22 |
| BP2325 | TACOMA CARRIER PBE CROSSOVER VEST | \$360.00 |

Please let me know if you have any questions. I have also attached the website specifications for your reference. Have a fantastic Fourth of July Weekend!

Kiley

Kiley Lyons | Regional Account Executive

1306 N. Howard St. | Spokane, WA 99201

Phone: 509.213.0042 | Fax: 509.323.9520 | LYONS-KILEY@galls.com



PROUD TO SERVE AMERICA'S
PUBLIC SAFETY PROFESSIONALS™

For future payments and invoice copies:

For processing payment via our New Credit Card Portal, please click [here](#). You can sign in as a Guest by using your Account number, an Invoice number or the Order number or create an account ID to use for future payments or retrieve invoice copies. If you have any questions or concerns regarding the Portal, feel free to [email](#) or contact Galls as 1.866.286.1361, Monday to Friday, 8AM to 5PM Eastern Time.

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

08/28/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 8/2/2023 |
| Clerk's File # | OPR 2021-0385 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | BT |

| | |
|---------------------------|--|
| Submitting Dept | POLICE |
| Contact Name/Phone | MIKE MCNAB 835-4514 |
| Contact E-Mail | MMCNAB@SPOKANEPOLICE.ORG |
| Agenda Item Type | Contract Item |
| Agenda Item Name | JANITORIAL SERVICES CONTRACT AMENDMENT FOR SPD |

Agenda Wording

Amend current contract to add in SPD South Precinct and adjust for L&I prevailing wage increases.

Summary (Background)

Earlier this year, L&I increased prevailing wage by \$0.55 per hour and as such, the need to increase the cost of services needs to be adjusted to accommodate this increase. Additionally, SPD added on the new location of the South Precinct, the former East Central Library. This facility will need to be added to the contract for cleaning. The total cost of the increased prevailing wage, along with the addition of the South Precinct is \$7,691.24, bringing our contract to a total to \$59,235.72 annually.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

| | |
|---------|----------------|
| Expense | \$ \$13,233.48 |
| Expense | \$ 7,699.56 |
| Expense | \$ \$26,334.00 |
| Expense | \$ \$11,968.68 |

Budget Account

| | |
|---|------------------------------|
| # | 0680-30210-21500-54906-68203 |
| # | 0680-30210-21500-54906-68206 |
| # | 0680-30210-21500-54906-68201 |
| # | Mulitple |

Approvals

| | |
|--------------------------|-----------------|
| Dept Head | MEIDL, CRAIG |
| Division Director | MEIDL, CRAIG |
| Finance | SCHMITT, KEVIN |
| Legal | BEATTIE, LAUREN |
| For the Mayor | JONES, GARRETT |

Council Notifications

| | |
|----------------------------|------------------|
| Study Session\Other | PSCHC 07/31/2023 |
| Council Sponsor | CM Cathcart |

Distribution List

spdfinance@spokanepolice.org

Additional Approvals

| | |
|-------------------|--|
| Purchasing | |
| | |
| | |
| | |

Committee Agenda Sheet

Public Safety & Community Health Committee

| | |
|--|--|
| Submitting Department | Police |
| Contact Name | Major Mike McNab |
| Contact Email & Phone | mmcnab@spokanepolice.org 509-835-4514 |
| Council Sponsor(s) | Councilman Cathcart |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Janitorial Services contract amendment for SPD |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>City Facilities put out a Request for Bids (RFB) for janitorial services for various Spokane Police Department facilities in 2021, ABM was awarded a contract that runs through 2024 with 3 additional one-year renewal options.</p> <p>Earlier this year, L&I increased prevailing wage by \$0.55 per hour and as such, the need to increase the cost of services needs to be adjusted to accommodate this increase.</p> <p>Additionally, SPD added on the new location of the South Precinct, the former East Central Library. This facility will need to be added to the contract for cleaning.</p> <p>The total cost of the increased prevailing wage, along with the addition of the South Precinct is \$7,691.24, bringing our contract to a total to \$59,235.72 annually.</p> |
| Proposed Council Action | |
| Fiscal Impact | <p>Total Cost: Click or tap here to enter text.</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: Click or tap here to enter text.</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? | <u>As this is a janitorial service agreement, there is no impact.</u> |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | No data will be collected as this is a janitorial service agreement. |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? | |

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



CITY OF SPOKANE
POLICE DEPARTMENT

CONTRACT AMENDMENT

Title: **JANITORIAL SERVICES FOR SPOKANE
POLICE DEPARTMENT PROPERTIES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE POLICE DEPARTMENT** as ("City"), a Washington municipal corporation, and **ABM INDUSTRY GROUPS, LLC**, whose address is 112 North Altamont, Spokane, Washington 99202 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Janitorial Services for Spokane Police Department Properties; and

WHEREAS, an increase in prevailing wage and an additional property necessitates additional funds, 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 June 4, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on June 1, 2022 and shall run through May 31, 2024.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY-NINE THOUSAND TWO HUNDRED THIRTY-FIVE AND 72/100 DOLLARS (\$59,235.72)**, and applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

ABM INDUSTRY GROUPS, LLC

**CITY OF SPOKANE
POLICE DEPARTMENT**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – New Pricing Letter, dated May 24, 2023

23-141

ATTACHMENT A



Spokane Branch Office
112 N. Altamont Street
Spokane, WA 99202
Telephone: (509) 535-2022
Facsimile: (509) 534-5074

May 24, 2023

Spokane Police Department
Michelle Loucks
1100 West Mallon Ave
Spokane, WA 99260

RE: Spokane Police Department

Dear Michelle,

We are proud to be a partner with the Spokane Police Department and look forward to a continued successful relationship for years to come.

Enclosed is the Contract Addendum to add an additional Spokane Police Department location and increase monthly pricing for the other four (4) locations.

Please sign and return to me. Feel free to call if you have any questions or concerns.

Sincerely,

Jonathan Bowen

Jonathan Bowen
District Manager
509.535.2022
Jonathan.bowen@abm.com



AMENDMENT TO JANITORIAL SERVICES AGREEMENT

This First Amendment (“Amendment”) is entered into as of June 1, 2023 (“Effective Date”), between Spokane Police Department (“Client”), and ABM Industry Groups LLC (“Contractor”). This Amendment is intended to modify and amend the Janitorial Service Agreement, entered into June 1, 2022, between Client and Contractor.

As of the Effective Date, Client and Contractor agree to amend the Janitorial Service Agreement as follows:

1. *Add new Spokane Police Department location: South Precinct 524 S Stone St Spokane, WA 99202*
2. *Increase monthly pricing for the following locations:*
 - *SPD - Gardner Facility: 1427 W Gardner Spokane, WA 99201*
 - *SPD - Alki Facility: 4010 E Alki Ave Spokane, WA 99202*
 - *SPD – Academy: 2302 N Waterworks St Spokane, WA 99212*
 - *SPD - North Precinct: 5124 N Market St Spokane, WA 99217*

See pricing in Exhibit B and services in Exhibit A.

Except as specifically modified by this Amendment, the terms of the Janitorial Services Agreement are hereby ratified and shall remain in full force and effect. This Amendment shall be incorporated into and made a part of the Janitorial Services Agreement, and all provisions of the Janitorial Services Agreement not expressly modified or amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Client and Contractor hereto have executed this Amendment as of the date set forth below.

ABM INDUSTRY GROUP LLC
CONTRACTOR

SPOKANE POLICE DEPARTMENT
CLIENT

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

Janitorial Specifications – Exhibit A

North Precinct, South Precinct, Academy & Gardner General Office Area

Each Visit

- Gather all wastepaper and garbage and take out to designated area.
- Sweep/mop all hard floor surfaces
- Vacuum all carpeted
- Flooring
- Damp mop ceramic/resilient floors
- Dust chairs, desks, tables & office furniture
- Dust ledges, flat surfaces & pictures
- Properly arrange furniture
- Lock designated doors, office doors upon completion of cleaning.
- Vacuum upholstered furniture

Weekly

- Dust and remove debris from metal entrance thresholds.
- Spot clean carpets

Monthly

- Dust High reach areas including shelves, ledges, vents and HVAC grills
- Dust window blinds
- Clean baseboards, carpet edges and corners
- Vacuum upholstered furniture

Kitchen/Employee Break Rooms

Each visit

- Remove all trash from receptacles, take out to designated area and replace with clean plastic liners if necessary
- Sweep and wet mop floors with an approved disinfectant
- Sweep and wet mop floors with an approved disinfectant
- Clean and sanitize counter tops, tables, chairs, cabinet exteriors, fixtures
- Clean and sanitize all sinks
- Damp wipe interior and exterior of microwave ovens
- Wipe exterior of refrigerator
- Vacuum all carpeted areas and area rugs

Weekly

- Edge vacuum carpet (where upright doesn't reach)

Monthly

- Spot clean carpets
- Dust high and low surfaces

Restrooms

Each Visit

- Gather all waste materials and take out to designated area
- Clean restroom mirrors
- Clean and sanitize sinks, counters, fixtures and chrome
- Clean and sanitize toilets, toilet seats and urinals
- Clean and refill all restroom dispensers from stock
- Mop/wash floors with disinfectant

Weekly

- Spot wash restroom walls, partitions and doors

Alki

General Office Area

Each Visit

- Gather all wastepaper and garbage and take out to designated area.
- Vacuum all carpets at entry doors
- Dust chairs, desks, tables & office furniture
- Properly arrange furniture
- Lock designated doors, office doors upon completion of cleaning.
- Clean entrance door glass and internal bullet-proof glass and window glass

Weekly

- Damp mop ceramic and resilient floors
- Clean and sanitize telephones
- Dust window ledges, tops of partitions and other low reach areas
- Dust and remove debris from metal entrance thresholds.
- Spot clean carpets

Monthly

- Dust High reach areas including shelves, ledges, vents and HVAC grills
- Dust window blinds
- Clean baseboards, carpet edges and corners
- Vacuum upholstered furniture

Kitchen/Lunchroom Area

Each Visit

- Remove all trash from receptacles, take out to designated area and replace with clean plastic liners if necessary
- Sweep and wet mop floors with an approved disinfectant
- Clean and sanitize counter tops, tables, chairs, cabinet exteriors, fixtures
- Clean and sanitize all sinks
- Damp wipe interior and exterior of microwave ovens
- Wipe exterior of refrigerator
- Vacuum all carpeted areas and area rugs

Weekly

- Edge vacuum carpet (where upright doesn't reach)

Monthly

- Spot clean carpets
- Dust high and low surfaces

Restrooms

Each Visit

- Gather all waste materials and take out to designated area
- Clean restroom mirrors
- Clean and sanitize sinks, counters, fixtures and chrome
- Clean and sanitize toilets, toilet seats and urinals
- Clean and refill all restroom dispensers from stock
- Mop/wash floors with disinfectant

Weekly

- Spot wash restroom walls, partitions, and doors



Agenda Sheet for City Council Meeting of:

08/28/2023

| | |
|-----------------------|------------------|
| Date Rec'd | 8/16/2023 |
| Clerk's File # | OPR 2022-0842 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | PAID THRU CLAIMS |

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

Agenda Wording

The City has an existing contract with Stewart A. Estes and the law firm of KEATING, BUCKLIN & McCORMACK, INC., P.S., as outside counsel services and advice in the legal matter of Estate of David Shafer, et al. v. City of Spokane.

Summary (Background)

This amendment will increase the contract by \$50,000 for a total contract amount of \$100,000.00.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 50,000

Select \$

Select \$

Select \$

Budget Account

From Claims

#

#

#

Approvals

Dept Head PICCOLO, MIKE

Division Director

Finance BUSTOS, KIM

Legal PICCOLO, MIKE

For the Mayor JONES, GARRETT

Additional Approvals

Purchasing James.Scott@davies-group.com

Council Notifications

Study Session\Other 8/21/23 Committee Meeting

Council Sponsor Council Member Cathcart

Distribution List

sestes@kbmlawyers.com

nodle@spokanecity.org

ahaile@spokanecity.org

sdhansen@spokanecity.org



City of Spokane
CONTRACT AMENDMENT
OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 801 Second Avenue, Suite 1210, Seattle, Washington 98104-1576, as ("Firm"), individually hereafter referenced as a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing legal services and advice to the City regarding the matter of THE ESTATE OF DAVID SHAFER, ET. AL. V. CITY OF SPOKANE, and

WHEREAS, additional funds are required, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract dated November 8, 2022, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on August 1, 2023.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**.

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.

**KEATING, BUCKIN & MCCORMACK,
INC., P.S.**

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

Committee Agenda Sheet

Finance and Administration Committee

| | |
|--|--|
| Submitting Department | Legal |
| Contact Name & Phone | Lynden P. Smithson, 6283 |
| Contact Email | lsmithson@spokanecity.org |
| Council Sponsor(s) | Council Member Cathcart |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Special Counsel Contract Amendment |
| Summary (Background) | <p>The City has an existing contract with Stewart A. Estes and the law firm of KEATING, BUCKLIN & McCORMACK, INC., P.S., as outside counsel services and advice in the legal matter of <u>Estate of David Shafer, et al. v. City of Spokane</u>. This is a lawsuit against the City for the alleged wrongful death of David Shafer on October 23, 2019.</p> <p>This amendment will increase the contract by \$50,000 for a total contract amount of \$100,000.00.</p> |
| Proposed Council Action & Date: | Committee review on August 21, 2023 with Council Approval on August 28 th if approved |
| Fiscal Impact: | <p>Total Cost: <u>\$50,000.00</u></p> <p>Approved in current year budget? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: _____</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> |
| Operations Impacts | <p>What impacts would the proposal have on historically excluded communities? N/A</p> <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A</p> <p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A</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? N/A</p> |

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

08/28/2023

| | |
|-----------------------|------------------|
| Date Rec'd | 8/16/2023 |
| Clerk's File # | OPR 2023-0240 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | PAID THRU CLAIMS |

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

Agenda Wording

The City has an existing contract with Stewart A. Estes and the law firm of KEATING, BUCKLIN & McCORMACK, INC., P.S., as outside counsel services and advice in the legal matter of Estate of Robert Bradley, et al. v. City of Spokane, et al.

Summary (Background)

This amendment will increase the contract by \$100,000 for a total contract amount of \$150,000.00.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 100,000

Select \$

Select \$

Select \$

Budget Account

From Claims

#

#

#

Approvals**Dept Head** PICCOLO, MIKE**Division Director****Finance** BUSTOS, KIM**Legal** PICCOLO, MIKE**For the Mayor** JONES, GARRETT**Council Notifications****Study Session\Other** 8/21/23 Committee Meeting**Council Sponsor** Council Member Cathcart**Distribution List**

sestes@kbmlawyers.com

James.Scott@davies-group.com

nodle@spokanecity.org

ahaile@spokanecity.org

sdhansen@spokanecity.org



City of Spokane
CONTRACT AMENDMENT
OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 801 Second Avenue, Suite 1210, Seattle, Washington 98104-1576, as ("Firm"), individually hereafter referenced as a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing legal services and advice to the City regarding the matter of THE ESTATE OF ROBERT BRADLEY, ET. AL. V. CITY OF SPOKANE, and

WHEREAS, additional funds are required, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract dated February 15, 2023, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on August 1, 2023.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**.

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.

**KEATING, BUCKIN & MCCORMACK,
INC., P.S.**

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

Committee Agenda Sheet

Finance and Administration Committee

| | |
|--|--|
| Submitting Department | Legal |
| Contact Name & Phone | Lynden P. Smithson, 6283 |
| Contact Email | lsmithson@spokanecity.org |
| Council Sponsor(s) | Council Member Cathcart |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Special Counsel Contract Amendment |
| Summary (Background) | <p>The City has an existing contract with Stewart A. Estes and the law firm of KEATING, BUCKLIN & McCORMACK, INC., P.S., as outside counsel services and advice in the legal matter of <u>Estate of Robert Bradley, et al. v. City of Spokane, et al.</u> This is a lawsuit against the City for the alleged wrongful death of Robert Bradley on September 4, 2022.</p> <p>This amendment will increase the contract by \$100,000 for a total contract amount of \$150,000.00.</p> |
| Proposed Council Action & Date: | Committee review on August 21, 2023 with Council Approval on August 28 th if approved |
| Fiscal Impact: | <p>Total Cost: <u>\$100,000</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source:</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> |
| Operations Impacts | <p>What impacts would the proposal have on historically excluded communities? N/A</p> <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A</p> <p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A</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? N/A</p> |

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

08/28/2023

Date Rec'd

8/16/2023

Clerk's File #

OPR 2022-0481

Renews #**Submitting Dept**

CITY ATTORNEY

Cross Ref #**Contact Name/Phone**

LYNDEN SMITHSON 6283

Project #**Contact E-Mail**

LSMITHSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR25260

Agenda Item Name

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

Contract Amendment for Summit Law Group as outside legal counsel assisting the City in Labor Negotiations and Human Resource advice.

Summary (Background)

Amending to add an additional \$75,000 for a contract total of \$200,000.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 75,000

0020-88100-18900-54105

Select \$

#

Select \$

#

Select \$

#

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

PICCOLO, MIKE

Study Session\Other

8/21/23 Committee Meeting

Division Director**Council Sponsor**

Council Member Cathcart

Finance

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

bethk@summitlaw.com

For the Mayor

JONES, GARRETT

sdhansen@spokanecity.org

Additional Approvals

lsmithson@spokanecity.org

Purchasing

johnh@summitlaw.com

ywang@spokanecity.org

hhaws@spokanecity.org



City of Spokane
CONTRACT AMENDMENT
OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **SUMMIT LAW GROUP**, whose address is 315 Fifth Avenue South, Suite 1000, Seattle, Washington 98104, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing Labor Negotiation Services and Advice to the City, and

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 Contract dated June 19, 2022 and June 27, 2022, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on June 1, 2023.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**.

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.

SUMMIT LAW GROUP

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:

08/28/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 8/2/2023 |
| Clerk's File # | OPR 2023-0847 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | IPWQ 5934-23 |
| Requisition # | CR25226 |

| | |
|---------------------------|--|
| Submitting Dept | FIRE |
| Contact Name/Phone | BRIAN SCHAEFFER X7001 |
| Contact E-Mail | BSCHAEFFER@SPOKANECITY.ORG |
| Agenda Item Type | Contract Item |
| Agenda Item Name | 5904 - COMBINED COMMUNICATIONS CHILLER REPLACEMENT |

Agenda Wording
 Contract with Control Solutions Northwest, Inc. for the chiller replacement at the Combined Communications Building. Contract amount is for \$121,920.00, plus applicable sales tax. Requesting a 10% contingency reserve as well for any additional work.

Summary (Background)
 The Chiller at the CCB provides cooling air to all areas of the building except the equipment/server room. The existing Carrier Chiller is at end of life, becoming unreliable during peak summer temperatures and increasingly expensive to maintain and repair. Request for bids was posted under bid number IPWQ 5934-23 and (CSN) was the low bid of three bidders. This project was identified in the approved 2023 Capital Improvement Plan utilizing REET dollars.

| | | |
|----------------------|-------------------|--------------------------------|
| Lease? NO | Grant related? NO | Public Works? YES |
| Fiscal Impact | | Budget Account |
| Expense | \$ \$146,182.08 | # 5904-71300-94220-56301-44012 |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |

| | | | |
|-----------------------------|-------------------|--|--------------------------|
| Approvals | | Council Notifications | |
| Dept Head | SCHAEFFER, BRIAN | Study Session\Other | PSCH 7/31/2023 |
| Division Director | SCHAEFFER, BRIAN | Council Sponsor | CP KINNEAR & CM CATHCART |
| Finance | SCHMITT, KEVIN | Distribution List | |
| Legal | BEATTIE, LAUREN | Tina Butori (tina.butori@controlsolutionsnw.com) | |
| For the Mayor | JONES, GARRETT | dstockdill@spokanecity.org | |
| Additional Approvals | | fireaccounting@spokanecity.org | |
| Purchasing | NECHANICKY, JASON | kschmitt@spokanecity.org | |
| | | | |
| | | | |
| | | | |

Committee Agenda Sheet

Public Safety & Community Health Committee

| | |
|--|---|
| Submitting Department | Fire |
| Contact Name | Brian Schaeffer |
| Contact Email & Phone | bschaeffer@spokanecity.org |
| Council Sponsor(s) | Kinnear/Cathcart |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Approval of contract with Control Solutions Northwest Inc. (CSN) to replace the Chiller at the Combined Communications Building (CCB), 1620 N. Rebecca St. |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>The Chiller at the CCB provides cooling air to all areas of the building except the equipment/server room. The existing Carrier Chiller is at end of life, becoming unreliable during peak summer temperatures and increasingly expensive to maintain and repair. Request for bids was posted under bid number IPWQ 5934-23 and (CSN) was the low bid of three bidders. This project was identified in the approved 2023 Capital Improvement Plan utilizing REET dollars. Delivery time frame is 42 weeks for manufacturing plus shipping.</p> <p><u>COST:</u> \$121,920.00 plus sales tax & 10% contingency reserve.</p> |
| Proposed Council Action | Approval of Contract with Control Solutions Northwest Inc. not later than 8/13/2023. |
| Fiscal Impact | <p>Total Cost: <u>\$146,182.08</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: REET 1</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | N/A – this facility serves all areas of the community. |
| 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? | Since this proposal is for the repair of a facility, any data collection will focus on the quality of the work performed and won't involve disparities. |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? | Reduced maintenance and repair costs will be tracked via normally billing processes. |

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

The low bidder was selected by following established City of Spokane Purchasing guidelines and procedures. This project is aligned with City Budget/Capital Plan for maintaining City Facilities and Utilities including Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrency, CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives.



CITY OF SPOKANE
FIRE DEPARTMENT

PUBLIC WORKS AGREEMENT

Title: **COMBINED COMMUNICATIONS
BUILDING CHILLER REPLACEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **CONTROL SOLUTIONS NORTHWEST, INC.**, whose address is 7222 East Nora, Spokane Valley, Washington 99212 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to perform the Combined Communications Building Chiller Replacement; and

WHEREAS, the Contractor was selected through IPWQ No. 5934-23.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on August 1, 2023, and shall run through March 31, 2024, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.

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

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

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **ONE HUNDRED THIRTY-FOUR THOUSAND ONE HUNDRED TWELVE AND NO/100 DOLLARS (\$134,112.00)**, plus applicable tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. **In lieu of a one hundred percent (100%) payment/performance bond, the City shall retain ten percent (10%) of the contract sum for thirty (30) days following final acceptance or receipt of required releases, whichever is later.**

The Contractor shall submit its applications for payment to Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. Payment submission contacts shall be provided to the Contractor upon project kick-off. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. RETAINAGE IN LIEU OF BOND.

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

6. PUBLIC WORKS.

The following public works requirements apply to the work under this Agreement.

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address

and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The 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.

9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

10. 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.

11. INSURANCE.

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

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

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

12. **SUBCONTRACTOR RESPONSIBILITY.**

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

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

13. INDEPENDENT CONTRACTOR.

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

14. ASSIGNMENT AND SUBCONTRACTING.

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

15. TERMINATION.

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

16. STANDARD OF PERFORMANCE.

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

17. 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.

18. CONSTRUAL.

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

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. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

21. MISCELLANEOUS PROVISIONS.

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

term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk’s Records (online) or a valid Public Records Request (PRR).

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

CONTROL SOLUTIONS NORTHWEST, INC.

CITY OF SPOKANE FIRE DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Attachment A – Certification Regarding Debarment
- Attachment B - Certification of Compliance with Wage Payment Statutes
- Attachment C – Contractor’s IPWQ Response

23-144

ATTACHMENT A

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

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

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

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

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

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

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

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

ATTACHMENT C

Bid Response Summary

Bid Number IPWQ 5934-23
Bid Title Combined Communications Building Chiller Replacement
Due Date Tuesday, July 11, 2023 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company rick.ruiz@controlsolutionsnw.com
Submitted By rick.ruiz@controlsolutionsnw.com rick.ruiz@controlsolutionsnw.com - Tuesday, July 11, 2023 2:45:05 PM [(UTC-08:00) Pacific Time (US & Canada)]
 rick.ruiz@controlsolutionsnw.com

Comments

Question Responses

| Group | Reference Number | Question | Response |
|---|---------------------------------|--|--------------------------------|
| PRE-BID MEETING - MANDATORY | | | |
| | 1. Mandatory Pre-Bid Meeting | A Mandatory pre-bid meeting will be held on Thursday, June 29th, at 9:00 am at 1620 N Rebecca, Spokane, WA | I acknowledge and I understand |
| SECTION I. QUOTE PREPARATION AND EVALUATION | | | |
| | 1. QUOTE PREPARATION | Quotes shall be prepared electronically through the City's ProcureWare site. | I acknowledge and agree |
| | 2. SUBMISSION OF QUOTES | Quotes shall be submitted electronically through the City's ProcureWare site by 3:00 pm on Tuesday, July 11, 2023. | I acknowledge and agree |
| | 3. CONTRACTOR'S REPRESENTATIONS | The Contractor by making its Quote represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed. | I acknowledge and agree |
| | 4. QUALIFICATION | Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City. | I acknowledge and agree |
| | 5. AWARD OF CONTRACT | Award of contract, when made by the City, will be to the low responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results. | I acknowledge and agree |

| | | |
|------------------------------------|---|--------------------------------|
| <p>6. PAYMENT</p> | <p>Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.</p> | <p>I acknowledge and agree</p> |
| <p>7. REJECTION OF QUOTES</p> | <p>The City reserves the right to reject any or all Quotes, to waive minor deviations from the specifications, to waive minor informalities in the Quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown.</p> | <p>I acknowledge and agree</p> |
| <p>8. REGISTERED CONTRACTOR</p> | <p>The Contractor shall be a Washington State registered or licensed Contractor at time of Quote submittal.</p> | <p>I acknowledge and agree</p> |
| <p>9. PUBLIC WORK REQUIREMENTS</p> | <p>The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.</p> | <p>I acknowledge and agree</p> |
| | | |

| | | |
|---|---|--------------------------------|
| <p>10. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES</p> | <p>Before award of a Public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.</p> | <p>I acknowledge and agree</p> |
| <p>11. BUSINESS REGISTRATION REQUIREMENT</p> | <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 a valid business registration. The Vendor 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 Vendor 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>I acknowledge and agree</p> |
| <p>MISCELLANEOUS DOCUMENTATION UPLOAD</p> | <p>Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.</p> | |
| <p>SECTION II. GENERAL REQUIREMENTS</p> | | |
| | | |

| | | |
|---------------------------------------|---|--|
| <p>1. SCOPE OF WORK</p> | <p>1. Contractor will be responsible for properly removing and disposing of all existing equipment being replaced. 2. The Contractor will install (1) Carrier branded chiller unit. The replacement chiller will have like, or better, capacity/rating of the current, legacy unit. (placard attached in Documents section). 3. The Contractor will also install (2) industry-standard/commercial rated, replacement circulation pumps as part of this project. 4. The new chiller will utilize the existing concrete pad and repurpose as many of the glycol/fluid lines and drain lines as feasible. Contractor will ensure all fluid lines and drain lines are free flowing and will flush as needed. 5. The Contractor will recover and re-use as much of the existing glycol as feasible and will provide replacement glycol as needed. 6. The Contractor will be responsible for all plumbing and electrical connections. 7. The Contractor will coordinate with Control Solutions Northwest, the current HVAC servicer, for appropriately connecting the new chiller to the existing, Schneider-branded control system. 8. The Contractor is responsible for all permits. 9. Unit must have a BACnet communications card installed as part of the project.</p> | <p>I acknowledge and agree</p> |
| <p>a. EQUIPMENT DELIVERY TIMELINE</p> | <p>What is the delivery timeline for the equipment needed for this project?</p> | <p>42 Weeks for manufacturing plus shipping.</p> |
| <p>b.</p> | <p>Please indicate here Mfg. and Model# of Chiller being quoted.</p> | <p>Carrier Model# 30RC-0825S6-GJ706</p> |
| <p>c.</p> | <p>Please indicate here Mfg. and Model# of industry-standard/commercial rated, replacement circulation pumps being quoted.</p> | <p>Grundfos Model # 20959 VL</p> |

| | | |
|---|--|--------------------------------|
| <p>2. COMPLETION TIME</p> | <p>All Work under the contract shall be started within thirty (30) days of arrival of necessary equipment and completed within thirty (30) days of start date.</p> | <p>I acknowledge and agree</p> |
| <p>3. LIQUIDATED DAMAGES</p> | <p>If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount zero (0) for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.</p> | <p>I acknowledge and agree</p> |
| <p>4. INTENT OF SPECIFICATIONS</p> | <p>The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.</p> | <p>I acknowledge and agree</p> |
| <p>6. WASHINGTON STATE RETAIL SALES TAX</p> | <p>A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.</p> | <p>I acknowledge and agree</p> |
| <p>6. WASHINGTON STATE RETAIL SALES TAX</p> | <p>B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.</p> | <p>I acknowledge and agree</p> |

| | | |
|-------------------|--|-------------------------|
| 7. PERMITS | Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work. | I acknowledge and agree |
| 8. GUARANTY | The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City. | I acknowledge and agree |
| 9. SUBCONTRACTORS | The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City. | I acknowledge and agree |
| 10. INSURANCE | During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s): | I acknowledge and agree |
| 10. INSURANCE | a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00. | I acknowledge and agree |
| | | |

| | | |
|----------------------|---|--------------------------------|
| <p>10. INSURANCE</p> | <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> | <p>I acknowledge and agree</p> |
| <p>10. INSURANCE</p> | <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> | <p>I acknowledge and agree</p> |
| <p>10. INSURANCE</p> | <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> | <p>I acknowledge and agree</p> |
| | | |

10. INSURANCE

There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

I acknowledge and agree

11. PERFORMANCE BONDS

The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.

I acknowledge and agree

| | | |
|--|--|----------------------------------|
| <p>12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p> | <p>A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries (L&I).</p> | <p>I acknowledge and I agree</p> |
| <p>12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p> | <p>B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/ Based on the Quote submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is July 11, 2023.</p> | <p>I acknowledge and I agree</p> |
| <p>12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p> | <p>C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.</p> | <p>I acknowledge and I agree</p> |
| <p>13. RETAINAGE</p> | <p>Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:</p> | <p>I acknowledge and I agree</p> |

| | | |
|---------------------------|--|----------------------------------|
| <p>13. RETAINAGE</p> | <p>Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:</p> | <p>I acknowledge and I agree</p> |
| <p>13. RETAINAGE</p> | <p>a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.</p> | <p>I acknowledge and I agree</p> |
| <p>14. SUBCONTRACTORS</p> | <p>Fill out the Subcontractor List in the Documents tab and upload it here.</p> | <p>Subs.docx</p> |

BID

| | | |
|------------------------------|---|---------------------------|
| BIDDER'S DECLARATION | The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein. | I acknowledge and I agree |
| BID PRICE IS COMPLETE | Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price. | I acknowledge and I agree |
| CONTRACTOR RESPONSIBILITY | Washington State Contractor's Registration Number | CONTRSN976CR |
| CONTRACTOR RESPONSIBILITY | U.B.I. Number | 602240826 |
| CONTRACTOR RESPONSIBILITY | Washington Employment Security Department Number | 042,153-00 |
| CONTRACTOR RESPONSIBILITY | Washington Excise Tax Registration Number | 602240826 |
| CONTRACTOR RESPONSIBILITY | City of Spokane Business Registration Number | T12039912BUS |
| CONTRACTOR RESPONSIBILITY | As of July 1, 2019, Contractor has fulfilled training requirements or is exempt from L&'s Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020 | Yes |
| ADDENDA | Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal. | Yes |
| MISCELLANEOUS | The firm agrees that its Bid will NOT be withdrawn for a minimum of forty-five (45) calendar days after the stated submittal date. | I acknowledge and I agree |
| MISCELLANEOUS | For contracts up to \$150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond. | Yes |
| MISCELLANEOUS | If this project is less than \$150,000 - does contract request 10% retainage in lieu of bond? | |

| | | | | | | |
|-----------------------|---|------|----|------|--------------|--------------|
| #1 | SFD Combined Communications Building Chiller Replacement | Base | ea | 1.00 | \$121,920.00 | \$121,920.00 |
| #2 | Sales Tax 9.0% | Base | ea | 1.00 | \$10,972.80 | \$10,972.80 |
| #3 | Control Systems Connection costs | Base | ea | 1.00 | \$0.00 | \$0.00 |
| Total Base Bid | \$132,892.80 | | | | | |

Tanz Mechanical Insulation 29 E 27th Ave Spokane, WA 99203 509-323-9179

Wheelhouse Electric LLC 509-991-5796



< **Business Lookup**

License Information:

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

Entity name: CONTROL SOLUTIONS NORTHWEST, INC.

Business name: CONTROL SOLUTIONS NORTHWEST, INC.

Entity type: Profit Corporation

UBI #: 602-240-826

Business ID: 001

Location ID: 0001

Location: Active

Location address: 7222 E NORA AVE
SPOKANE VALLEY WA 99212-1216

Mailing address: 7222 E NORA AVE
SPOKANE VALLEY WA 99212-1216



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

| Endorsements held at this lo | License # | Count | Details | Status | Expiration da | First issuance |
|---|-------------|-------|---------|--------|---------------|----------------|
| Cheney General Business - Non-Resident | | | | Active | Oct-31-2023 | Jun-30-2021 |
| Liberty Lake General Business - Non-Resident | | | | Active | Oct-31-2023 | Jul-19-2016 |
| Richland General Business - Non-Resident | F03 | | | Active | Oct-31-2023 | Feb-07-2012 |
| Spokane General Business - Non-Resident | T12039912BL | | | Active | Oct-31-2023 | Oct-15-2012 |
| Spokane Valley General Business | 01191 | | | Active | Oct-31-2023 | Feb-16-2004 |
| Warden General Business - Non-Resident | C45 | | | Active | Oct-31-2023 | Oct-20-2021 |

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



Governing people**Title**

LAYMAN, MICHAEL (MIKE)

RUIZ, RICARDO

Registered Trade Names

Registered trade names**Status****First issued**

CSN

Active

Sep-16-2019

The Business Lookup information is updated nightly. Search date and time:
5/10/2023 8:40:26 AM

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTORS – OPERATIONS AND COMPLETED OPERATIONS – WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Additional Insured – Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) 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:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

B. With respect to Additional Insured - Operations, coverage is limited as follows:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Additional Insured – Completed Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) 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:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

and included in the "products-completed operations hazard".

B. With respect to **Additional Insured – Completed Operations**, coverage is limited as follows:

- (1) A person or organization’s status as an insured under Additional Insured – Completed Operations continues only for the period of time required by any written contract or agreement.
- (2) The insurance provided to the additional insured does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of “your work” for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

3. **Primary and Noncontributory**

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

Primary And Noncontributory Insurance

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

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

4. **Other Provisions Applicable to Additional Insured – Operations and Additional Insured – Completed Operations**

- A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.
- B. The coverage provided under Paragraph f. of the definition of “insured contract” under **Section V – Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.
- C. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- (1) The minimum amount required by the contract or agreement; or
- (2) The Limits of Insurance shown in the Declarations;

whichever is less.

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

E. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

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

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

This exclusion applies even if the claims against an additional 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 you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

| SUMMARY OF COVERAGES | PAGE |
|---|-------------|
| Bodily Injury And Property Damage Liability | |
| • Non Owned Watercraft Up To 50 Feet | 2 |
| Property Damage Liability | |
| • Elevators | 3 |
| • Fire, Lightning, Explosion Or Sprinkler Leakage Exception | 3 |
| • Borrowed Equipment (\$25,000 Per Occurrence, \$50,000 Aggregate, \$2,500 Deductible Per Occurrence | 3 |
| Supplementary Payments – Amended | |
| • Bail Bonds Up To \$5,000 | 4 |
| • Loss of Earnings Up To \$500/Day | 4 |
| Who Is An Insured Amendments | |
| • Employee Bodily Injury To A Co-Employee | 4 |
| • Newly Formed Or Acquired Organizations For Up To 180 Days | 4 |
| • Blanket Additional Insured – Vendors – As Required By Contract | 4 |
| • Blanket Additional Insured – Lessor Of Leased Equipment | 6 |
| • Blanket Additional Insured – Managers Or Lessors Of Premises | 6 |
| • Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations | 7 |
| • Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises | 8 |
| Damage To Premises Rented To You – \$300,000 | 9 |
| Medical Payments Increased Limit – \$10,000 Or Amount Shown on Declarations | 9 |
| Conditions | |
| • Knowledge of Occurrence, Offense, Claim Or Suit Amended | 9 |
| • Unintentional Failure To Disclose Hazards | 9 |
| • Waiver of Subrogation | 10 |
| Insured Contract Amended | 10 |
| Personal And Advertising Injury Redefined | |
| • Televised, Videotaped Or Electronic Publication | 10 |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERAGES AMENDMENTS

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non Owned Aircraft Or Watercraft

Item **2. Exclusions**, Paragraph **g.** is replaced by the following:

g. Aircraft, Auto Or Watercraft

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

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” involved in the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This Subparagraph (2) applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

(3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft; or

(5) “Bodily injury” or “property damage” arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f. (2)** or **f. (3)** of the definition of “mobile equipment”.

B. Damage To Property Coverage Extensions

Item **2. Exclusions**, Paragraph **j.** is replaced by the following:

j. Damage To Property

“Property damage” to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;

(2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for "property damage" under this provision:

- (1) \$25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";
- (2) \$50,000 annual aggregate; and
- (3) We will pay only for damages in excess of \$2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

C. Damage To Premises Rented To You

Item 2. **Exclusions**, the last paragraph is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

D. Personal And Advertising Injury

Item 2. **Exclusions** is amended by replacing Sub-paragraphs b. and c. with the following:

- b. **Material Published With Knowledge Of Falsity**
"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. **Material Published Prior To Policy Period**
"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

E. Supplementary Payments – Coverages A and B

Item 1. is amended by replacing Subparagraphs b. and d. with the following:

- b. Up to \$5,000 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.
- 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 \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED AMENDMENTS

A. Employee Bodily Injury To A Co-Employee

Paragraph 2. a. (1) is replaced by the following:

However, none of these “employees” or “volunteer workers” are insureds for “bodily injury” or “personal and advertising injury”:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of the co-“employee” or “volunteer worker” as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for “bodily injury” or “personal and advertising injury” to any co-“employee” or other “volunteer worker” arising out of and in the course of the co-“employee’s” or “volunteer worker’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-“employee” or other “volunteer worker”, is brought against you or a co-“employee” or a “volunteer worker”, we will reimburse the reasonable costs that you incur in providing a defense to the co-“employee” or “volunteer worker” against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

B. Newly Acquired Organizations

Paragraph 3. a. is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

The following are added:

C. Blanket Additional Insured – Vendors – As Required By Contract

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

However,

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
 - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (4) or (6); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
3. This Provision C. does not apply:
 - a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
 - b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
 - c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.
 4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is:

 - a. The minimum amount required by the contract or agreement; or
 - b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
 5. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional 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 you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

D. Blanket Additional Insured – Lessor Of Leased Equipment

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

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

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

- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional 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 you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

E. Blanket Additional Insured – Managers Or Lessors Of Premises

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional 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 you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

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

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

This exclusion applies even if the claims against an additional 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 you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
- a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

- b. The construction, erection or removal of elevators; or
c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

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

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

This exclusion applies even if the claims against an additional 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 you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

SECTION III – LIMITS OF INSURANCE AMENDMENTS

A. Damage To Premises Rented To You

Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:

- a. \$300,000; or
- b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

B. Medical Expense Limit

Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the greater of:
- a. \$10,000; or
 - b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

A. Knowledge Of Occurrence

Item 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

- e. You must give us or our authorized representative prompt notice of an "occurrence", claim or loss only when the "occurrence", claim or loss is known to:
- (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation; or
 - (4) A member or manager, if you are a limited liability company.

B. Other Insurance

Item 4. **Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

- (ii) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

C. Unintentional Failure To Disclose Hazards

Item 6. **Representations** is replaced by the following:

6. Representations And Unintentional Failure To Disclose Hazards

- a. By accepting this policy, you agree:
- (1) The statements in the Declarations are accurate and complete;
 - (2) Those statements are based upon representations you made to us; and
 - (3) We have issued this policy in reliance upon your representations.
- b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Waiver of Subrogation

Item **8. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

SECTION V – DEFINITIONS AMENDMENTS

A. Insured Contract Amended

Paragraph **9. a.** is replaced by the following:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

B. Personal And Advertising Injury Redefined

Paragraph **14. d.** and **e.** are replaced by the following:

- d.** Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service;
- e.** Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

PER WRITTEN CONTRACT OR AGREEMENT WHERE YOU AGREED TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT FOR EACH PROJECT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

- 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

The Business Auto Enhancement Edge Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to the following endorsement for changes in your policy.

| SUMMARY OF COVERAGES | PAGE |
|--|-------------|
| Accidental Airbag Deployment Coverage | 5 |
| Audio, Visual and Data Electronic Equipment – Limit Amended | 5 |
| Auto Loan/Lease Gap Coverage | 5 |
| Blanket Additional Insured | 3 |
| Blanket Waiver of Subrogation | 5 |
| Broadened Definition of Insured includes: | |
| • Newly Acquired Organizations for up to 180 Days | 2 |
| • Employees as Insureds | 2 |
| • Subsidiaries in Which You Own 50% or More | 2 |
| Deductible Waiver for Glass Repair | 4 |
| Employee Hired Auto | 6 |
| Fellow Employee Coverage | 3 |
| Hired Auto Physical Damage Coverage | 3, 6 |
| Knowledge of Accident, Claim, Suit or Loss | 5 |
| Loss Of Use Expenses - Amended | 3 |
| Personal Effects | 3 |
| Primary and Noncontributory If Required by a Written Contract or Written Agreement | 6 |
| Rental Reimbursement Coverage | 4 |
| Supplementary Payments - Amended: | |
| • Bail Bonds up to \$5,000 | 3 |
| • Loss of Earnings up to \$500/Day | 3 |
| Temporary Substitute Vehicle Physical Damage | 2 |
| Towing | 3 |
| Transportation Expense Limits – Amended | 3 |
| Unintentional Failure to Disclose Hazards | 6 |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERED AUTOS COVERAGE AMENDMENTS

A. Temporary Substitute Vehicle Physical Damage

SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos is amended by adding the following:

If a covered “auto” you own is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. “Loss”, or
- e. Destruction;

the Physical Damage Coverages provided by the Business Auto Coverage Form for that disabled covered “auto” are extended to any “auto” you do not own while used with the permission of its owner as a temporary substitute for the covered “auto” that is out of service.

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, “insured” does not include any subsidiary of yours that is an “insured” under any other automobile liability policy or would be an “insured” under such policy but for termination of such policy or the exhaustion on such policy’s limits of insurance.

- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:
 - (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
 - (2) does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization;
 - (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - (4) does not apply to an “insured” under any other automobile liability policy or would be an “insured” under such a policy but for termination of such policy or the exhaustion of such policy’s limits of insurance.
- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.
- g. Any “employee” of yours is an “insured” while operating a covered “auto” hired or rented under a contract or agreement in the “employee’s” name, with your permission, while performing duties related to the conduct of your business.

B. Blanket Additional Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.

C. Liability Coverage Extensions – Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee, the following is added:

| Co-Employee Reimbursement | Lawsuit | Defense | Cost |
|---------------------------|---------|---------|------|
|---------------------------|---------|---------|------|

If a suit seeking damages for “bodily injury” to any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow “employee”, is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Towing

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing, is amended by adding the following:

2. Towing

We will pay up to \$250 for towing and labor costs incurred each time a covered “auto” is disabled. However, the labor must be performed at the place of disablement. This \$250 limit is reduced by any applicable towing limit shown in the declarations.

Regardless of the number of disablements, the maximum amount we will pay under this endorsement for all towing and labor costs combined during any one year is \$2,500.

B. Transportation Expense – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1000 maximum.

C. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

D. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects

We will pay up to \$500 for “loss” to personal effects, which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto.”

This coverage applies only in the event of the total theft of your covered “auto.” No deductible applies to this coverage.

E. Glass Repair – Deductible Waiver

SECTION III – PHYSICAL DAMAGE COVERAGE,

A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

F. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE,

A. Coverage is amended by adding the following:

5. Hired Auto Physical Damage

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire of like kind and use, subject to the following:

- a. The most we will pay for any one “loss” is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. Any Comprehensive deductible does not apply to “loss” caused by fire or lightning;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

G. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage, is amended by adding the following:

6. Rental Reimbursement

This coverage applies only to a covered “auto” of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type “auto” because of “loss” to a covered private passenger or light truck type “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type “auto.” No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
 - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type “auto” and return it to you; or
 - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred, or
 - (2) \$50 per day, up to a maximum of \$1,000.

- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

H. Accidental Airbag Deployment Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

I. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total "loss" to a covered "auto" described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";

- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Security deposits not returned by the lessor;
- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) Carry-over balances from previous loans or leases.

J. Audio, Visual and Data Electronic Equipment – Limit Amended

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is amended by replacing the \$1000 limit with a \$2,500 limit.

SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph **b.** is deleted and replaced by the following:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be a covered “auto” you own:
- (1)** Any covered “auto” you lease, hire, rent or borrow.
 - (2)** Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

E. Primary and Noncontributory If Required By Written Contract or Written Agreement

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c., the following is added and supersedes any provision to the contrary:

This Coverage Form’s Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an “insured” under your policy provided that:

- (1)** Such “insured” is a Named Insured under such other insurance; and
- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such “insured”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to **Section IV – Conditions – 5. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) The order of payment specified by this endorsement only applies to the extent permitted by law.

The following is added to:

SECTION II – LIMITS OF INSURANCE

For the purposes of this endorsement only, we will not pay more on behalf of the additional insured and the lesser of:

1. The minimum limits of insurance required in a written contract on a primary and non-contributory basis for such additional insured, but only to the extent the required Limits of Insurance are in excess of the “underlying insurance,” or
2. The Limits of Insurance available after the payment of “ultimate net loss” on any insured’s behalf from any claim or “suit”.

This provision is included within and does not act to increase the limit of insurance stated in the Declarations.

Coverage will not be broader than the coverage provided by the underlying insurance listed in the “Schedule of Underlying Coverages.”

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WHO IS AN INSURED AMENDED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

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

3. Any additional insured under any policy of “underlying insurance” will automatically be an insured under this insurance.

Subject to **Section III – Limits Of Insurance**, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount of insurance required by the contract or agreement, less any amounts payable by any “underlying insurance; or
- b. The amount of insurance available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the “underlying insurance”.



Agenda Sheet for City Council Meeting of:

08/28/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 8/15/2023 |
| Clerk's File # | OPR 2023-0848 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | SBO |

| | |
|---------------------------|---|
| Submitting Dept | PUBLIC WORKS |
| Contact Name/Phone | MARLENE FEIST 625-6505 |
| Contact E-Mail | MFEIST@SPOKANECITY.ORG |
| Agenda Item Type | Contract Item |
| Agenda Item Name | 5200 – INTERLOCAL AGREEMENT SPOKANE PUBLIC SCHOOL LAMONTE GRIND AND OVERLAY |

Agenda Wording

Interlocal agreement between the City and Spokane School District #81 to reimburse the school district for actual costs associated with the full-width paving of Lamonte Street from 30th Avenue to 33rd Avenue.

Summary (Background)

This interlocal agreement will provide for reimbursement to Spokane School District #81 for the costs incurred related to the grind and overlay of Lamonte Street from 30th Avenue to 33rd Avenue.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 100,000.00

Expense \$ 78,000.00

Select \$

Select \$

Budget Account

1990-49894-95300-56501-99999

1380-24102-95300-56501-999999

#

#

Approvals

Dept Head MILLER, KATHERINE E

Division Director FEIST, MARLENE

Finance ORLOB, KIMBERLY

Legal HARRINGTON, MARGARET

For the Mayor JONES, GARRETT

Council Notifications

Study Session\Other PIES 6/26/23

Council Sponsor Kinnear/Zappone

Distribution List

ddaniels@spokanecity.org

publicworksaccounting@spokanecity.org

Additional Approvals

eraea@spokanecity.org

Purchasing

kemiller@spokanecity.org

mfeist@spokanecity.org

eschoedel@spokanecity.org;
ceharris@spokanecity.org

Signee: Cindy Coleman

| | | |
|--|--|--|
| | | contractofficer@spokaneschools.org |
|--|--|--|

Council Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

| | |
|--|--|
| Submitting Department | Street Department |
| Contact Name | Marlene Feist |
| Contact Email & Phone | mfeist@spokanecity.org |
| Council Sponsor(s) | Council President Kinnear, Councilmember Zappone |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Interlocal Agreement and SBO for the Lamonte Street Paving |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>District 81 approached the city with a request to fund a portion of Lamonte Street just west of the new Sacajawea. In a similar situation to when District 81 was placing a new school along Wellesley at the old Football stadium, the new Sacajawea will focus a significant amount of bus and car traffic along Lamonte, a residential road. Only a portion of the roadway was identified as being District 81's responsibility to provide improvement leaving the remaining roadway in its current condition.</p> <p>City Staff presented to the PIES Committee on June 26th that the \$178,000 cost would come from two funding sources: \$100,000 from CTAB funds and \$78,000 from Traffic Calming funds. An SBO (see attached) is required to aggregate the funds.</p> <p>Since the June 26th PIES meeting, City Staff have met with the School District 81 to develop an Interlocal Agreement (see attached ILA). The agreement identifies the length of the project, from 30th to 33rd along Lamonte Street. The product will be a full width paving that will be reimbursed as a lump sum based on written invoice and supporting documentation.</p> |
| Proposed Council Action | Approve of both the ILA and SBO |
| Fiscal Impact Total Cost: <u>\$178,000</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: Traffic Calming & Transportation Benefit District Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |

What impacts would the proposal have on historically excluded communities?

N/A this proposed funding would be addressing a missing section of roadway that District 81 will be impacting.

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

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF SPOKANE AND SPOKANE SCHOOL DISTRICT NO. 81
Regarding Lamonte Street Paving**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this ____ day of _____, 2023, by and between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and SPOKANE SCHOOL DISTRICT NO. 81, a Washington State municipal corporation, as ("SPS"), hereinafter referred to jointly as the "Parties".

RECITALS

WHEREAS, in 2019, the City and SPS entered into a partnership agreement to deliver new and renovated public school facilities, library facilities, and recreational facilities; and

WHEREAS, this historic collaboration included a variety of projects that benefit both entities and the populations they serve. These citizens support both the schools and the City through their taxes; and

WHEREAS, SPS is rebuilding Sacajawea Middle School located on 33rd Avenue and Lamonte, which includes some work on Lamonte Street between 30th and 33rd Avenues, which is a local access (residential) street; and

WHEREAS, to benefit surrounding residents and help ensure the longevity of Lamonte Street near the school, the City would like to enhance the SPS work by adding funding to pave the full width of Lamonte Street between 30th and 33rd Avenues; and

WHEREAS, this additional work will be done by the contractor for the Sacajawea Middle School rebuild, who was chosen through public bidding process and is memorialized herein.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. BACKGROUND/SCOPE. This Agreement involves reimbursement to SPS for the additional cost associated with full-width paving of Lamonte Street between 30th and 33rd Avenues ("Project"). The Parties have received an estimated cost of \$178,000 for the Project from the contractor chosen to rebuild Sacajawea Middle School through the public bidding process. City will reimburse SPS for the actual costs of the Project, including Washington state sales tax.
2. PAYMENT. City will pay SPS directly for all costs of the Project in a lump sum amount. Said payment shall be made as follows: Payment will be based on a written invoice with supporting documentation. Within thirty (30) days of receiving the invoice, the City agrees to forward payment to SPS.

3. TERM. This Agreement will start August 1, 2023, and will terminate on December 31, 2023. This Agreement may be terminated only by mutual written agreement of the Parties.
4. LIABILITY. Each Party shall be responsible for its own negligence. Neither Party assumes responsibility to the other Party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.
5. ACCEPTANCE OF PROJECT. SPS will ensure all paving is properly inspected and conforms with state and local rules and regulations, to include without limitation inspection of roadway improvements prior to approval of acceptance of the Project by SPS.
6. DISPUTE RESOLUTION. In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the Parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. Each Party shall split the expenses of the mediator and the facility for the mediation. Each Party shall otherwise pay its own expenses.
7. ASSIGNMENT. Neither Party may assign this Agreement without written consent by the other party.
8. AMENDMENT. Amendment of this Agreement may be made only by written agreement of the Parties.
9. SEVERABILITY. If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.
10. WAIVER OF BEACH/DEFAULT. No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.
11. INTEGRATION/MODIFICATION. This Agreement constitutes the entire and exclusive agreement between the Parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual agreement occurs between the Parties.
12. NOTICES. All notices or other communications given hereunder shall be deemed given on (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the Parties at the address set forth below, or at such other address as the Parties shall from time to time designate by notice in writing to the other party.

City: City of Spokane
Clint Harris
Street Department

901 N. Nelson
Spokane, WA 99202

SPS: Spokane Public Schools
Greg Forsyth
Director, Capital Projects and Planning
2815 E. Garland Avenue
Spokane, WA 99207

13. RCW 39.34 REQUIRED CLAUSES.

- A. Purpose: See Recitals and 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 is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties: See provisions above.
- E. Agreement to be Filed: City shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. SPS shall place this Agreement on its website or other electronically retrievable public source.
- F. Financing: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: This Agreement can be terminated in accordance with Section No. 3.
- H. Property Upon Termination: Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

Dated: _____

SPOKANE SCHOOL DISTRICT NO. 81

Chief Finance and Business Services Officer

Dated: _____

CITY OF SPOKANE

MAYOR

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

08/28/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 8/15/2023 |
| Clerk's File # | OPR 2023-0849 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | CR 25256 |

| | |
|---------------------------|---|
| Submitting Dept | PUBLIC WORKS |
| Contact Name/Phone | MARLENE FEIST 625-6505 |
| Contact E-Mail | MFEIST@SPOKANECITY.ORG |
| Agenda Item Type | Contract Item |
| Agenda Item Name | 5200 – INTERLOCAL AGREEMENT SPOKANE PUBLIC SCHOOLS HEALTH CENTERS |

Agenda Wording

Interlocal agreement between the City and Spokane School District #81 to provide for capital costs related to school-based health centers.

Summary (Background)

This interlocal agreement will establish funding for two school-based health centers at North Central High School and Shadle Park High School. Total maximum cost of \$300,000.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 300,000.00

Select \$

Select \$

Select \$

Budget Account

1425-88153-57215-54201-97237

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Approvals**Dept Head** FEIST, MARLENE**Division Director** FEIST, MARLENE**Finance** WALLACE, TONYA**Legal** HARRINGTON, MARGARET**For the Mayor** JONES, GARRETT**Additional Approvals****Purchasing** NECHANICKY, JASON**Council Notifications****Study Session\Other** Urban Experience 6/12/23**Council Sponsor** Zappone/Bingle**Distribution List**

ddaniels@spokanecity.org

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eraea@spokanecity.org

mfeist@spokanecity.org

eschoedel@spokanecity.org

kemiller@spokanecity.org

Signee: Shawn Jordan shawnj@spokaneschools.org

Committee Agenda Sheet

Urban Experience Committee

| | |
|--|---|
| Submitting Department | Public Works and Utilities |
| Contact Name | Marlene Feist, Division Director |
| Contact Email & Phone | mfeist@spokanecity.org |
| Council Sponsor(s) | CM Zappone |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5-10 min |
| Agenda Item Name | School Based Health Centers |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>The City Council previously allocated ARPA funding for School-based health initiatives. As part of that funding, the Council determined that it would like to support the creation of school health centers at two high schools.</p> <p>This ILA would formalize that plan, with the City to support each location with up to \$150,000 (total of \$300,000) with an equal match from the SPS. This funding would be for the capital costs. The health centers would be located North Central and Shadle high schools.</p> |
| Proposed Council Action | Approval of the ILA |
| <p>Fiscal Impact Total Cost: Click or tap here to enter text. Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)</p> | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| <p>What impacts would the proposal have on historically excluded communities?</p> <p>This ILA supports health services to students in our community. SPS has identified locations that need these services most.</p> | |
| <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A This is for capital expense only. SPS would track their student use.</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>SPS will collect data on the use of the facilities.</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?

This ILA is consistent with Council action on distribution of ARPA funds.

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF SPOKANE AND SPOKANE SCHOOL DISTRICT NO. 81
FOR CAPITAL COSTS FOR SCHOOL-BASED HEALTH CENTERS**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this ____ day of _____, 2023, by and between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and SPOKANE SCHOOL DISTRICT NO. 81, a Washington State municipal corporation, as ("SPS"), hereinafter referred to jointly as the "Parties".

RECITALS

WHEREAS, the Parties have entered into an Interlocal Cooperation Agreement (OPR 2019-0534) between Spokane Public Schools, City of Spokane, Spokane Public Library, and Spokane Parks and Recreation involving agreements relating to certain real property, joint use of facilities, and allocation of responsibility for operating costs ("Joint ILA"); and

WHEREAS, the Joint ILA provides for collaboration to make the most efficient use of powers and resources between the Parties to provide services and public facilities that accord with the geographic, economic, population, and other factors influencing the needs and development of the communities served by the Parties; and

WHEREAS, the Parties wish to collaborate and partner to create space for School-Based Health Centers in two (2) high schools; and

WHEREAS, SPS has completed an analysis to estimate the capital costs to reconfigure a surplus school classroom into useable space for a School-Based Health Center to be approximately \$200,000 to \$250,000 per high school ("Project"); and

WHEREAS, RCW 28A.605.040 and AGO 2023-02 allow school districts to create useable space in school buildings and contract with private or public entities to use that space to open and operate health care clinics on school property; and

WHEREAS, the City has agreed to allocate up to \$300,000 toward the Project as matching capital funds from SPS to create space for School-Based Health Centers, representing a 50% match.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. **BACKGROUND.** This Agreement involves a collaboration between the City and SPS to create usable space within existing school buildings for School-Based Health Centers in two high schools. There is a possibility of a third school location, with additional matching dollars, following further discussion and an additional written agreement between the Parties.
2. **SCOPE OF AGREEMENT.** The scope of the Agreement of the Parties is as follows:

- A. Design of Space: SPS will design and create useable space for School-Based Health Centers in North Central High School and Shadle Park High School, with input and review by the City regarding the space and permit requirements.
 - B. America Rescue Plan Funding Compliance: SPS will abide by the terms and conditions contained in Attachment A – ARP/CSLFRF CFDA 21.027 FUNDING.
 - C. Reimbursement: City will reimburse SPS for costs associated with capital costs of the School-Based Health Centers space not to exceed the sum total as provided below.
 - D. Additional Costs: SPS is responsible for any additional costs of the Project.
3. PAYMENT. CITY will reimburse SPS directly, as a 50% match for capital costs of the Project in an amount not to exceed Three Hundred Thousand Dollars (\$300,000). The City is agreeing to pay for half the cost of the capital improvements. Said payment shall be made as follows:
- A. Reimbursable costs for the Project are generally described in Exhibit “A”, which is attached hereto and incorporated into and made a part of this Agreement.
 - B. Payment will be based on a written invoice with supporting documentation. Within thirty (30) days of receiving the invoice, the City agrees to forward payment to SPS.
 - C. Should the Project improvements exceed the match amount of \$300,000, SPS will pay the balance.
4. TERM. This Agreement will start September 1, 2023, and will terminate on June 15, 2024. This Agreement may be terminated only by mutual written agreement of the Parties.
5. LIABILITY. Each party shall be responsible for its own negligence. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.
6. ACCEPTANCE OF PROJECT. SPS will ensure all construction is properly inspected and conforms with state and local rules and regulations, to include without limitation inspection of building improvements prior to approval or acceptance of the Project by SPS.
7. DISPUTE RESOLUTION. In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the Parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.
8. ASSIGNMENT. Neither party may assign this Agreement without written consent by the other party.
9. AMENDMENT. Amendment of this Agreement may be made only by written agreement of the Parties.

10. SEVERABILITY. If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.

11. WAIVER OF BREACH/DEFAULT. No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

12. INTEGRATION/MODIFICATION. This Agreement constitutes the entire and exclusive agreement between the Parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual agreement occurs between the Parties.

13. NOTICES. All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the Parties at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other party:

City: City of Spokane
Marlene Feist
Director Public Works and Utilities
808 W. Spokane Falls Blvd, FI 2
Spokane, WA 99202

SPS: Spokane Public Schools
Greg Forsyth
Director, Capital Projects and Planning
2815 E. Garland Avenue
Spokane, WA 99207

14. RCW 39.34 REQUIRED CLAUSES.

- A. Purpose: See Recitals and Section No. 1 above.
- B. Duration: See Section No. 4 above.
- C. Organization of Separate Entity and Its Powers: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties: See provisions above.
- E. Agreement to be Filed: City shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. SPS shall place this Agreement on its web site or other electronically retrievable public source.
- F. Financing: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

- G. Termination: This Agreement can be terminated in accordance with Section No. 4.
- H. Property Upon Termination: Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

Dated: _____

SPOKANE SCHOOL DISTRICT NO. 81

Chief Finance and Business Services Officer

Dated: _____

CITY OF SPOKANE

Mayor

Approved as to form:

ATTEST:

Assistant City Attorney

City Clerk

EXHIBIT "A"

The Project limits are for capital costs for existing classroom/school building reconfiguration to create space for School-Based Health Centers in North Central High School, 1600 N. Howard St., and Shadle Park High School, 4327 N. Ash St. Both of the proposed locations are accessed from within the school and total less than 1,000 square feet. The spaces are planned to have patient exam rooms, preferably two, a greeting reception area, provider workspaces and access to water. The spaces at both high schools can accommodate those basic requirements. The exact designs will come from a collaborative effort of SPS personnel and the selected School-Based Health Centers providers.

ATTACHMENT A– ARP/CSLFRF CFDA 21.027 FUNDING

American Rescue Plan (ARP)

Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

Funding Authority: U.S. Department of Treasury

CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations,
Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92),
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),
Ethics in Public Services (RCW 42.52),
Covenant Against Contingent Fees (48 CFR Section 52.203-5),
Public Records Act (RCW 42.56),
Prevailing Wages on Public Works (RCW 39.12),
State Environmental Policy Act (RCW 43.21C),
Shoreline Management Act of 1971 (RCW 90.58),
State Building Code (RCW 19.27),
Energy Policy and Conservation Act (PL 94-163, as amended), and
Energy Related Building Standards (RCW 19.27A).

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

● Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury;

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, “Equal Employment Opportunity,” (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation: Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act– Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;
- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency;
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal

Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;

- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115–232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));

- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5); and
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g)); and
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt.

Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Signature, Administrator, or Applicant Agency

Date

print name and title



Agenda Sheet for City Council Meeting of:
08/28/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 8/15/2023 |
| Clerk's File # | OPR 2023-0850 |
| Renews # | |

| | | | |
|---------------------------|----------------------------|----------------------|--|
| Submitting Dept | FIRE | Cross Ref # | |
| Contact Name/Phone | TOM WILLIAMS 7002 | Project # | |
| Contact E-Mail | TMWILLIAMS@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Contract Item | Requisition # | |
| Agenda Item Name | SAFO TENTATIVE AGREEMENT | | |

Agenda Wording
SPOKANE FIRE DEPARTMENT - LOCAL 29 SAFO BARGAINING UNIT TENTATIVE AGREEMENT

Summary (Background)
Four-year Agreement beginning January 1, 2021.

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

| | | | |
|-----------------------------|------------------|------------------------------|-------------------------|
| Approvals | | Council Notifications | |
| Dept Head | SCHAEFFER, BRIAN | Study Session\Other | Exec. Session 6/29/23 |
| Division Director | SCHAEFFER, BRIAN | Council Sponsor | Council Member Cathcart |
| Finance | SCHMITT, KEVIN | Distribution List | |
| Legal | PICCOLO, MIKE | bschaeffer@spokanefire.org | |
| For the Mayor | JONES, GARRETT | tmwilliams@spokanecity.org | |
| Additional Approvals | | dmoss@spokanecity.org | |
| Purchasing | | lsmithson@spokanecity.org | |
| | | kschmitt | |
| | | | |
| | | | |

**SPOKANE FIRE DEPARTMENT – LOCAL 29 SAFO BARGAINING UNIT
TENTATIVE AGREEMENT**

STRATEGIC PRIORITIES GOING INTO BARGAINING:

- **Succession Planning/Recruitment/Retention**
 - **Cost Savings**
- **Contract Alignment (L29/SAFO)/Contract Cleanup (SAFO)**

The following memorializes a Tentative Agreement (TA), which constitutes a full and complete settlement of the negotiations for a replacement four-year contract commencing January 1, 2021. The TA is subject to ratification by the Local 29 SAFO membership and the Spokane City Council. Should either party fail to approve the TA, the parties will revert to their last formal offers and resume negotiations.

1. Succession Planning/Recruitment/Retention

1.1. Remove Fire Marshal from SAFO bargaining unit, promote to vacant Deputy Chief position

- 1.1.1. Current supervisory oversight & work responsibilities conducive to deputy chief role
- 1.1.2. Replace SAFO Division Chief position with newly negotiated Staff BC

1.2. Align 40hr/wk. SAFO members vacation accrual with L29 current CBA language

- 1.2.1. Assist with future recruitment

1.3. Allow executive chief group to join SFFBU Health Trust

- 1.3.1. Encourages internal succession/promotion to executive chief level

2. Fiscal Impact (Savings/Costs)

2.1. Eliminate Call Back Response Chief Plan - Article XIX Section 7

- 2.1.1. Approximate \$60,000/year savings
- 2.1.2. Executive Chief group retains call back coverage needs

2.2. Eliminate one (1) floating holiday

- 2.2.1. Align 40-hour SAFO member holiday list to meet current officially designated holidays (9SFFBU CBA alignment)

2.3. Reduce BC probationary mentoring term to three (3) months

- 2.3.1. Values probationary time as intended. BC academy will be held at minimum every 3rd year
- 2.3.2. If no BC academy has been conducted at the time of a promotion, the mentoring would revert to 6 months
- 2.3.3. Reduces OT and mentoring burden to SAFO group

2.4. OT reduction - Doubling of pay codes disallowed

- 2.4.1. OT on vacation, OT on trades, etc,
- 2.4.2. SAFO remains within current FLSA procedures and practices
- 2.4.3. Aligns with L29 current CBA overtime reduction practices

2.5. Allow captain(s) to work out of class (OOC) as battalion chief

- 2.5.1. Provides growth opportunity for captain work group
 - 2.5.2. Up to four (4) captains from current BC promotional list allowed to work out of class as acting BC
-

2.5.3. Captains must have completed current BC academy and 3-month mentor term. Qualifications expire after 2 consecutive promotional lists.

2.5.4. Captains paid at captain rate during academy and mentoring. Paid OOC (currently 19% per current contract rate) for actual shifts worked as a BC

2.5.5. Current BCs allowed right of first refusal to shift

2.6. Article XXIII – Pay adjustments

2.6.1. Section 2 – Pay Scale – Beginning January 2024 Changes Division Chief (Now called Staff Battalion Chief) pay from 21% above captain to 26% above captain

2.6.2. Section 3 – Step Increases –

2.6.2.1. Codifies MOU 2018-15 (SAFO) Section 2.e. – 9.5% increase for battalion chief upon promotion, 9.5% increase upon successful completion of 6-month probation

2.6.2.2. Along with above item 2.6.1 (increase to 26% above captain), codifies MOU 2018-15 (SAFO) Section 2.e. – 10.5% (now 13%) increase for division chief (staff battalion chief) upon promotion, 10.5% (now 13%) increase upon successful completion of 6-month probation

2.6.2.3. Codifies MOU 2018-15 (SAFO) Section 2.b, c & d. – SAFO members that are qualified WA State Certified Paramedics shall receive 6% of Step 40, Grade 482 battalion chief add to pay if the credentials are maintained. SAFO members possessing at the minimum a BS/BA or higher from a Nationally Accredited Institution will receive a 6% of Step 40, Grade 482 battalion chief add to pay. The add to pay will be paid bi-weekly. There shall be no stacking of incentives for paramedic and/or education add to pays.

2.6.2.4. Codifies MOU 2018-15 (SAFO) Section 2.f. – City agrees to continue to reimburse SAFO members for tuition reimbursement and approve all classes to meet the incentive, subject to notification, WSU tuition limitation, and passing the course with a C or better.

2.7. Annual Sick Leave Buyback

2.7.1. Sick leave hours will continue to accrue beyond the annual maximums at the standard accumulation rate. On December 31st, the city shall buy back from the employee all hours accrued above the maximums at 50% of the employee's base pay rate to include longevity and add to pays. The amount will be paid out on the employee's 3rd paycheck of the new fiscal year.

2.7.1.1. 40-hour (Day) employees – above 1044 hours

2.7.1.2. 24-hour employees – above 1248 hours

3. General Items, Contract Alignment (L29/SAFO) & Contract cleanup (SAFO)

3.1. Holidays

3.1.1. 24-hour SAFO members shall be paid for hours worked on the actual calendar day.

3.1.2. Christmas Eve shall be added to holiday list for 24-hour SAFO members (aligns with SFFBU CBA)

3.2. EMT License

3.2.1. Align with SFFBU CBA Article XX, Section 22

3.3. Training Pay

3.3.1. Align with SFFBU CBA Article XX, Section 18.2

3.4. Salary Savings Plan

3.4.1. Codify changes to Article XXIV (current SAFO CBA) Section 2 as follows:

3.4.1.1. One incentive per year will be made available exclusive to SAFO members. SAFO members have from January 1 – January 31 to apply.

3.4.2.If multiple SAFO members apply for the incentive, it will be awarded to the highest seniority member.
Should no SAFO member apply for the SSP by January 31, the incentive shall be available for offer to SFFBU members from February 1st to February 28th .

3.4.3.MOU forthcoming to SFFBU CBA to align language/dates

3.5. Deferred Compensation Plan

3.5.1.Align with SFFBU CBA Article XVII Section 15

3.5.2.Christmas Eve shall be added to holiday list for 24-hour SAFO members (aligns with SFFBU CBA)

3.6. Debit Day Elimination

3.6.1.Effective January 1, 2023 debit hours are reduced from 228 to 216.

3.6.2.Effective upon ratification, the City will continue to not pay OT for the 30-minute shift debrief

3.6.3.Effective January 1, 2024 debit days are eliminated as aligned with SFFBU contract as a 42 hour work week.

3.6.3.1.All approved hours worked outside of the normal schedule for SAFO members will be compensated as OT unless specially stated otherwise in CBA (comp time, voluntary training pay, etc.)

3.7. Current SAFO CBA changes

3.7.1.Article X – Vacation Allowance

3.7.1.1.Section 1 – Vacation Allowance

3.7.1.1.1.40-hour employee accrual changes

3.7.1.1.1.1.Hire – 11 years – 154 hours

3.7.1.1.1.2.Year 12 – 162 hours

3.7.1.1.1.3.Year 13 – 170 hours

3.7.1.1.1.4.Year 14 – 178 hours

3.7.1.1.1.5.Year 15 – 19 – 186 hours

3.7.1.1.1.6.Year 20+ - 226 hours

3.7.1.2.Section 2 – Paragraph 3 –

3.7.1.2.1.SAFO will no longer have the option to have this vacation cash out be paid to VEBA. Two option only will apply

3.7.1.2.1.1.Payout in cash on final paycheck

3.7.1.2.1.2.Payout into an established deferred comp plan up to the IRS limit

3.7.2.Article XVI – General

3.7.2.1.Section 8 – Post Accident Drug Testing

3.7.2.1.1.eliminate in entirety. City policy on drug testing applies broadly to all city employees including SAFO members. Reasonable Suspicion remains in place.

3.7.3.Attachment A – Insurance

3.7.3.1.L29 agrees to request that SFFBT allow all executive chiefs to have health care coverage with the SFFBT health plan

3.7.3.2.Retain attachment with the following updates: 2021 \$2200, 2022 - \$2289, 2023 - \$2379, 2024 - \$2474 to align with SFFBU CONTRACT.

3.7.4.Attachment B – Reorganization

3.7.4.1.Language to include the IMSM reclassified to EMS Staff Battalion Chief with agreement on open and promotional entry language. (Pending Civil Service approval) Renames current Division

Chiefs to Staff Battalion Chiefs. Reclassifies the current Fire Marshal Division Chief to a Deputy Chief rank

3.7.4.2. The City agrees to keeping the staff battalion chief positions internal/promotional **only** if there are at least three (3) qualified candidates on the list as determined by Fire Administration, otherwise it becomes an open and promotional recruitment. All Deputy Chief recruitments will remain the same current process except for Deputy Fire Marshall where the number of qualified internal candidates will fall to a minimum of 2 instead of 3.

3.7.5. Attachment C – Administrative Battalion Chief MOU

3.7.5.1. removed from CBA

3.8. Align with SFFBU CBA

3.8.1. Article III – Union Security

3.8.1.1. Section 1 – Collective Support

3.8.1.2. Section 2 – Union Membership Obligations

3.8.2. Article XV – Holidays

3.8.2.1. Section 1.3 – Holidays on Scheduled Days Off – This also codifies MOU 2017-7

3.8.3. Article XIV – Vacation Allowance

3.8.3.1. Section 4 – a - c

3.8.4. Article XVI Illness and Specialty Leaves

3.8.4.1. Section 5.2 – PFML Supplemental Benefits

3.8.4.2. Section 7 - Release for Union Business

3.8.4.3. Section 8 - Funeral bereavement

3.8.4.4. Section 9 – Military Leave

3.8.4.5. Section 11 – Emergency Leave

3.8.4.6. Section 12 – Administrative Leave

3.8.4.7. Section 16 – Parental Leave (replacing paternity leave)

3.8.5. Article XVII – Salary Computations/compensations

3.8.5.1. Section 1 – Regular hourly rate

3.8.6. Article XX General

3.8.6.1. Section 26 – Promotions. This also codifies SA 2021-2 section 4 of the SAFO Promotion Date Grievance Resolution

3.8.7. Article XXIII - Grievance Procedure and Arbitration

3.9. Overall collaborative and mutually agreed upon CBA language clean up

3.9.1. Eliminate MOU 2021-8 – Discussion continues on future probationary process

3.9.2. MOU 2021-11 & MOU 2021-14 – Battalion Chief Exam

3.9.2.1. CBA language will reference the developing ‘Promotional Workbook’



Agenda Sheet for City Council Meeting of:
08/28/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 8/15/2023 |
| Clerk's File # | OPR 2023-0035 |
| Renews # | |
| Cross Ref # | ORD C36431 |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|--|
| Submitting Dept | MUNICIPAL COURT |
| Contact Name/Phone | SARAH THOMPSON 509-309-6948 |
| Contact E-Mail | STHOMPSON@SPOKANECITY.ORG |
| Agenda Item Type | Contract Item |
| Agenda Item Name | 0560-MUNICIPAL COURT-DUI GRANT AMENDMENT |

Agenda Wording
Amended award to increase DUI grant from Office of Traffic Safety (2023-AG-4779) an additional \$25,000.00.

Summary (Background)
The initial award from the Office of Traffic Safety was for \$50,000.00 to support drug and alcohol testing through the federal fiscal year of September 30, 2023. Due to the amount of drug and alcohol testing performed, Municipal Court did not have sufficient funding to cover the tests through September 2023. The Office of Traffic Safety recognized this and increased the award to Municipal Court by \$25,000.00.

| | | |
|----------------------|--------------------|--------------------------------|
| Lease? NO | Grant related? YES | Public Works? NO |
| Fiscal Impact | | Budget Account |
| Revenue | \$ \$25,000 | # 1360-91211-99999-33320-99999 |
| Expense | \$ \$25,000 | # 1360-91211-12500-54101-99999 |
| Select | \$ | # |
| Select | \$ | # |

| | | | |
|-----------------------------|----------------------|------------------------------|---------------------------|
| Approvals | | Council Notifications | |
| Dept Head | DELANEY, HOWARD | Study Session\Other | Public Safety 7-31-2023 |
| Division Director | LOGAN, MARY | Council Sponsor | CP Kinnear / CM Wilkerson |
| Finance | BUSTOS, KIM | Distribution List | |
| Legal | HARRINGTON, MARGARET | hdelaney@spokanecity.org | |
| For the Mayor | JONES, GARRETT | sthompson@spokanecity.org | |
| Additional Approvals | | jlargent@spokanecity.org | |
| Purchasing | | kbustos@spokanecity.org | |
| ACCOUNTING - GRANTS | MURRAY, MICHELLE | | |
| | | | |
| | | | |

AMENDMENT # AG-4779-Amendment-24998
TO
2023-AG-4779-Spokane Municipal DUI Court
BETWEEN
WASHINGTON TRAFFIC SAFETY COMMISSION
AND
Spokane Municipal Court

The above-referenced Agreement is hereby amended as follows:

The budget categories and/or grant amount are adjusted as shown below for the following reason:

Additional funding requested to cover increased testing costs due to increase in testing frequency to align with NCDC best practice standards as well as an increase in the number of program participants. NHTSA approval for this amendment is included as an email on this grant.

| Project Costs | Current Amount | Amended Amount |
|--------------------------------|-----------------------|-----------------------|
| Employee salaries and benefits | \$0.00 | \$0.00 |
| Travel | \$0.00 | \$0.00 |
| Contract Services | \$0.00 | \$0.00 |
| Goods or other expenses | \$50,000.00 | \$75,000.00 |
| Equipment | \$0.00 | \$0.00 |
| Total | \$50,000.00 | \$75,000.00 |

All other terms and conditions of this Contract remain in full force and effect.

This Amendment is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

This Amendment is effective on the date it is fully executed.

Spokane Municipal Court

Signature: *Howard S. Delaney*

Email: hdelaney@spokanecity.org

Name: Howard Delaney
Title: Municipal Court Coordinator

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature: *Pamela E. Pannkuk*

Email: ppannkuk@wtsc.wa.gov

Name: Pam Pannkuk
Title: Deputy Director










Amendment_for_2023-AG-4779-Spokane Municipal DUI Court(25387296)_202305221230

Final Audit Report

2023-06-12

| | |
|-----------------|--|
| Created: | 2023-05-22 |
| By: | WEMS (WTSC) (wemshelp@wtsc.wa.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAC3PZFWTRZNveYyPjV3DLwUwD3VuO44k8 |

"Amendment_for_2023-AG-4779-Spokane Municipal DUI Court(25387296)_202305221230" History

-  Document created by WEMS (WTSC) (wemshelp@wtsc.wa.gov)
2023-05-22 - 4:30:12 PM GMT- IP address: 54.68.136.215
-  Document emailed to Howard Delaney (hdelaney@spokanecity.org) for signature
2023-05-22 - 4:30:16 PM GMT
-  Email viewed by Howard Delaney (hdelaney@spokanecity.org)
2023-05-22 - 5:44:01 PM GMT- IP address: 198.1.39.252
-  Email viewed by Howard Delaney (hdelaney@spokanecity.org)
2023-06-12 - 7:11:12 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Howard Delaney (hdelaney@spokanecity.org)
Signature Date: 2023-06-12 - 7:11:30 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Pamela E Pannkuk (ppannkuk@wtsc.wa.gov) for signature
2023-06-12 - 7:11:31 PM GMT
-  Email viewed by Pamela E Pannkuk (ppannkuk@wtsc.wa.gov)
2023-06-12 - 7:53:45 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Pamela E Pannkuk (ppannkuk@wtsc.wa.gov)
Signature Date: 2023-06-12 - 7:55:19 PM GMT - Time Source: server- IP address: 198.239.155.119
-  Agreement completed.
2023-06-12 - 7:55:19 PM GMT

Committee Agenda Sheet

Public Safety & Community Health Committee

| | |
|--|---|
| Submitting Department | Municipal Court |
| Contact Name | Sarah Thompson |
| Contact Email & Phone | 509-309-6948 sthompson@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 | Office of Traffic Safety Amended Award for Drug and Alcohol Testing |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>DUI Court follows national best practices standards by the National Association of Drug Court Professionals and the National Center for DWI Courts. Both sets of standards recommend drug and alcohol testing at no less than twice per week to assist with accountability and abstinence in the program.</p> <p>The initial award from the Office of Traffic Safety was for \$50,000 to support drug and alcohol testing through the federal fiscal year of September 30, 2023. Due to the amount of drug and alcohol test performed, Municipal Court did not have sufficient funding to cover the test through September 2023. The Office of Traffic Safety recognized this and increased the award to Municipal Court by \$25,000.</p> <p>The amended award was signed on May 22, 2023 by Howard Delaney and pending final approval by the Office of Traffic Safety. Once the finalized award letter is received, an SBO will be submitted.</p> |
| Proposed Council Action | No action needed; information only |
| Fiscal Impact Total Cost: <u>\$75,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. 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) | |
| <p>What impacts would the proposal have on historically excluded communities? Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community.</p> <p>The purpose of this project is to ensure that participants of DUI Court maintain sobriety, by providing funding to pay for drug and alcohol screening/testing for participants who do not have the financial means to pay for these services.</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?

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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 participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funds received will enhance the DUI Court program as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

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

08/28/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 8/16/2023 |
| Clerk's File # | OPR 2023-0851 |
| Renews # | |
| Cross Ref # | |
| Project # | 2023043 |
| Bid # | |
| Requisition # | CR 25349 |

| | |
|---------------------------|---|
| 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 - 2023 RESIDENTIAL CHIP SEAL (2023043) – SHAMROCK PAVING, INC. |

Agenda Wording

Low Bid of Shamrock Paving, Inc., (Spokane, WA) for 2023 Residential Chip Seal - \$1,462,000.00. An administrative reserve of \$146,200.00, which is 10% of the contract price, will be set aside. (Various Neighborhood Councils).

Summary (Background)

On August 28, 2023 bids were opened for the above project. The low bid was from Shamrock Paving, Inc., in the amount of \$1,462,000.00, which is \$18,983.00 or 1.32% (above) the Engineer's Estimate of \$1,443,017.00; no other bids were received.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Select **\$ 1,462,000**

Select **\$**

Select **\$**

Select **\$**

Budget Account

1990 49893 42300 54201 21034

#

#

#

Approvals

| | |
|--------------------------|-------------------------|
| Dept Head | BULLER, DAN |
| Division Director | FEIST, MARLENE |
| Finance | ORLOB, KIMBERLY |
| Legal | HARRINGTON, MARGARET |
| For the Mayor | JONES, GARRETT |

Council Notifications

| | |
|-----------------------------|---------------------------------------|
| Study Session\Other | PIES 07/24/23 |
| Council Sponsor | Kinnear |
| Distribution List | eraea@spokanecity.org |
| | publicworksaccounting@spokanecity.org |
| Additional Approvals | kgoodman@spokanecity.org |
| Purchasing | ddaniels@spokanecity.org |
| | jgraaf@spokanecity.org |
| | pyoung@spokancity.org |
| | (Contractor - Signee info) |

Committee Agenda Sheet

PIES

| | |
|--|---|
| Submitting Department | Public Works, Engineering |
| Contact Name & Phone | Dan Buller 625-6391 |
| Contact Email | dbuller@spokanecity.org |
| Council Sponsor(s) | Lori Kinnear |
| Select Agenda Item Type | X Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | 2023 Residential Chip Seal project |
| Summary (Background) | <ul style="list-style-type: none"> This project will chip seal residential streets in three areas as shown on the attached exhibits. Public involvement will consist of a letter and brochure describing the project limits and how chip sealing works mailed to fronting property owners. This project is the annual TBD funded residential chip seal project. The project will be completed in two segments. The first segment of work is crack sealing which will occur in 2023. Then, in order to give the crack seal time to cure, chips sealing will occur in 2024. |
| Proposed Council Action & Date: | None at this time. Following bid opening, we will bring a construction contract to Council for approval. |
| Fiscal Impact: Total Cost: \$1.3M Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors. | |

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

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

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

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



City of Spokane
PUBLIC WORKS CONTRACT
Title: **2023 RESIDENTIAL CHIP SEAL**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SHAMROCK PAVING, INC.**, whose address is P.O. Box 19263, Spokane, Washington 99219 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 **2023 RESIDENTIAL CHIP SEAL**.
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 2023, 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. 2023043 shall apply.
3. TIME OF PERFORMANCE. The time of performance of the Contract shall be in accordance with the contract documents.
4. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.
5. TERMINATION. Either party may terminate this Contract in accordance with the contract documents.
6. COMPENSATION. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed \$1,462,000.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 will include sales tax.
8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR 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.
9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. WAGES. Contractor will comply with the Davis Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under the Davis Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State Department of Labor and Industries, prior to any payments. The

"Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City.

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

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

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

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

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

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

18. EXECUTIVE ORDER 11246.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

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

21. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest

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

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

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

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

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

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

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

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

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

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

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

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

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

SHAMROCK PAVING, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Payment Bond
 - Performance Bond
 - Certification Regarding Debarment
 - Schedule A-1
- 23-161

PAYMENT BOND

We, **SHAMROCK PAVING, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION FOUR HUNDRED SIXTY-TWO THOUSAND AND NO/100 DOLLARS (\$1,462,000.00)** 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 **2023 RESIDENTIAL CHIP SEAL**. 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 _____.

SHAMROCK PAVING, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

PERFORMANCE BOND

We, **SHAMROCK PAVING, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION FOUR HUNDRED SIXTY-TWO THOUSAND AND NO/100 DOLLARS (\$1,462,000.00)** 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 **2023 RESIDENTIAL CHIP SEAL**. 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 _____

SHAMROCK PAVING, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

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

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

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

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

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

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

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

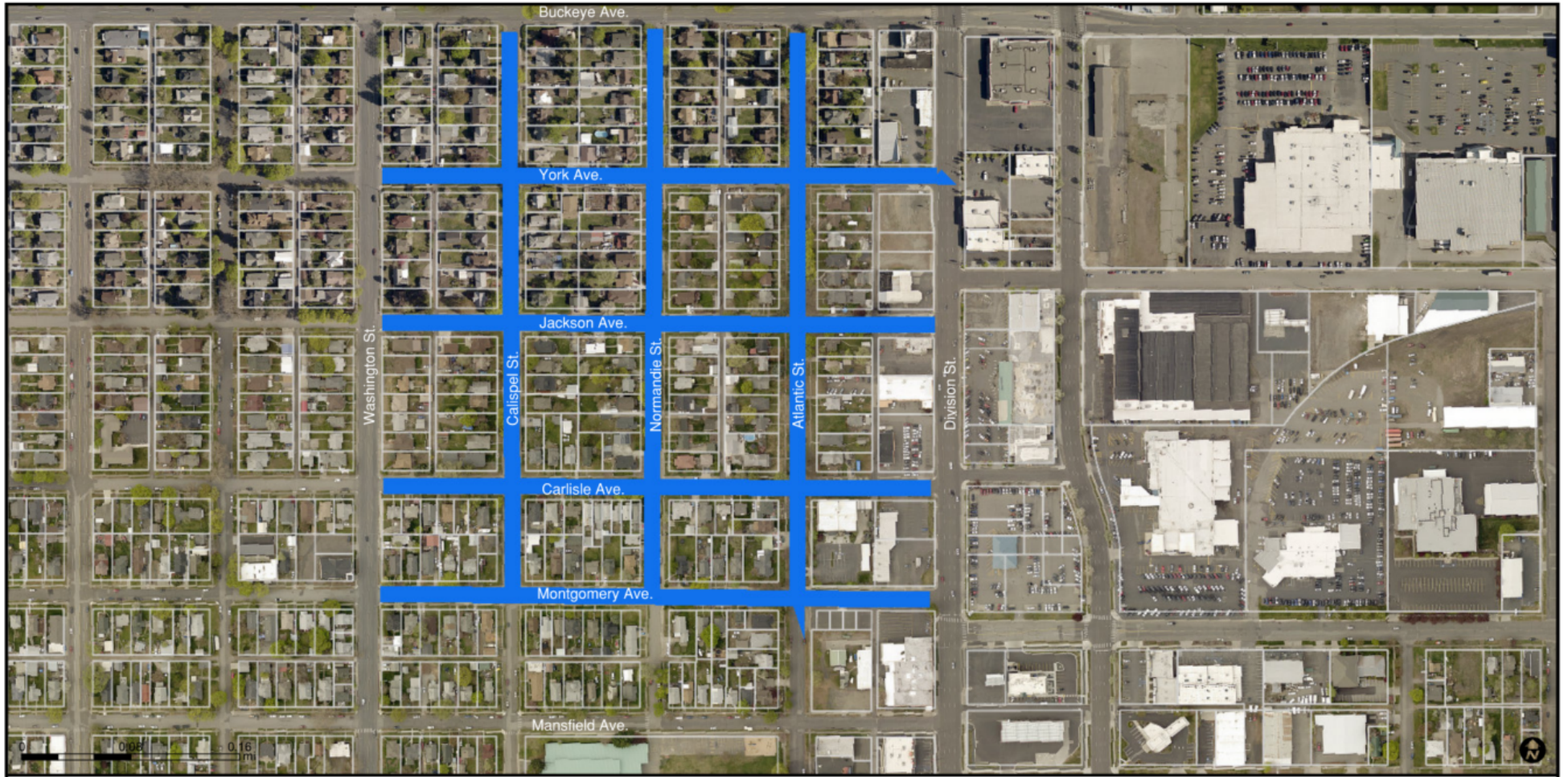
SCHEDULE A-1
Tax Classification: Sales tax shall be included in unit prices

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED QUANTITIES | UNIT PRICE | TOTAL |
|-----------------|---------------------------------------|-----------------------------|-------------------|---------------|
| 1 | APPRENTICE UTILIZATION | 1.00 LS | \$ 18,000.00 | \$ 18,000.00 |
| 2 | REIMBURSEMENT OF THIRD PARTY DAMAGE | 1.00 EST | \$ 1.00 | \$ 1.00 |
| 3 | SPCC PLAN | 1.00 LS | \$ 1,000.00 | \$ 1,000.00 |
| 4 | PUBLIC LIAISON REPRESENTATIVE | 1.00 LS | \$ 17,500.00 | \$ 17,500.00 |
| 5 | MOBILIZATION | 1.00 LS | \$ 137,000.00 | \$ 137,000.00 |
| 6 | PROJECT TEMPORARY TRAFFIC CONTROL | 1.00 LS | \$ 145,000.00 | \$ 145,000.00 |
| 7 | TYPE III BARRICADE | 242.00 EA | \$ 75.00 | \$ 18,150.00 |
| 8 | TREE ROOT TREATMENT | 1.00 EA | \$ 800.00 | \$ 800.00 |
| 9 | TREE PROTECTION ZONE | 2.00 EA | \$ 310.00 | \$ 620.00 |
| 10 | REMOVE TREE, CLASS I | 6.00 EA | \$ 700.00 | \$ 4,200.00 |
| 11 | TREE PRUNING | 253.00 EA | \$ 310.00 | \$ 78,430.00 |
| 12 | SAWCUTTING FLEXIBLE PAVEMENT | 4,317.00 LFI | \$ 1.25 | \$ 5,396.25 |
| 13 | REMOVE UNSUITABLE FOUNDATION MATERIAL | 10.00 CY | \$ 55.00 | \$ 550.00 |

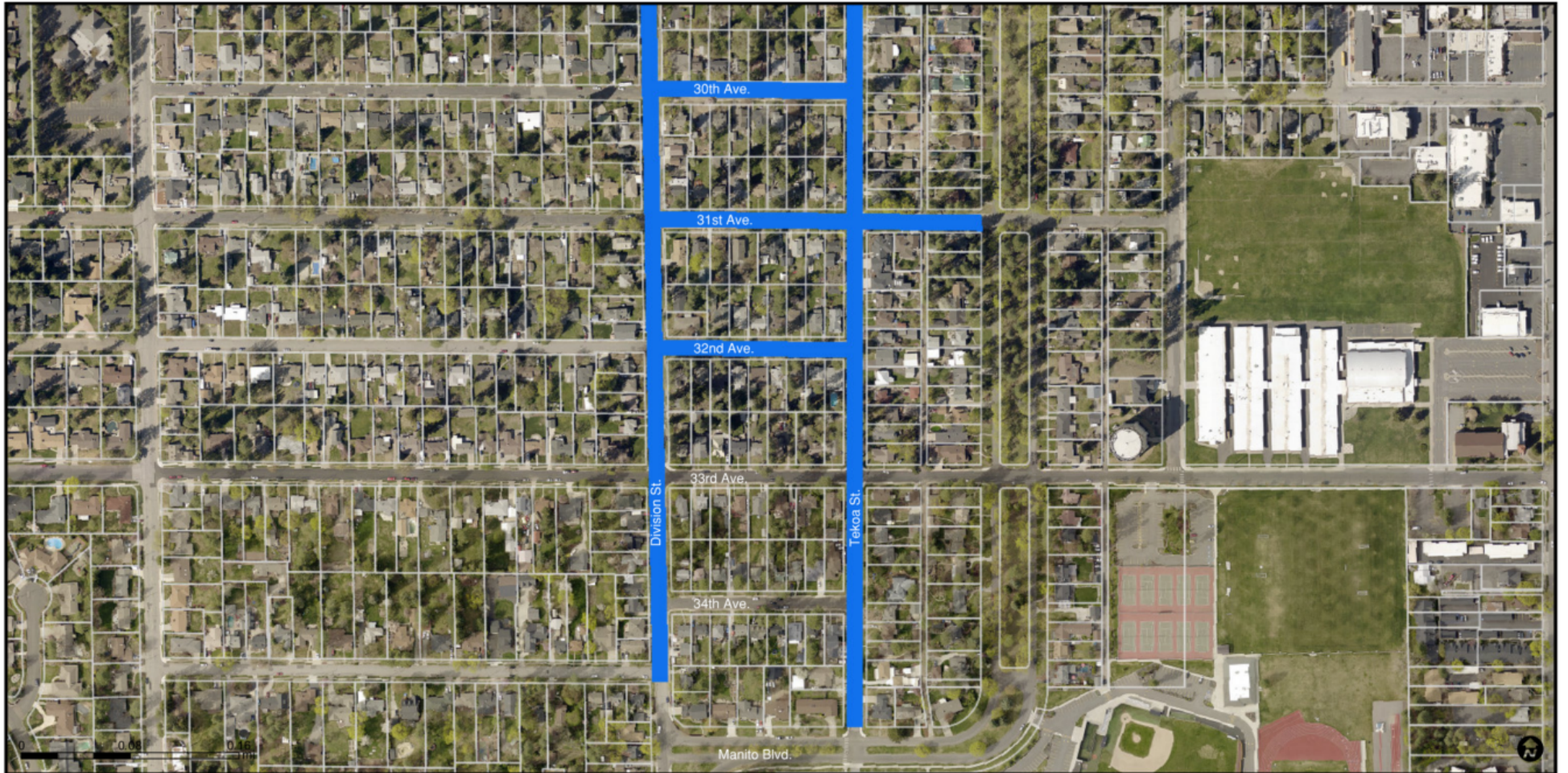
| | | | | | | |
|----|--|--------------|----|----------|----|------------|
| 14 | REPLACE UNSUITABLE FOUNDATION MATERIAL | 10.00 CY | \$ | 90.00 | \$ | 900.00 |
| 15 | ASPHALT EMULSION, CVRS-2P | 84.00 TON | \$ | 1,200.00 | \$ | 100,800.00 |
| 16 | ASPHALT FOR FOG SEAL | 41.00 TON | \$ | 1,250.00 | \$ | 51,250.00 |
| 17 | AGG. FOR BST, FA-2 | 83,048.00 SY | \$ | 4.50 | \$ | 373,716.00 |
| 18 | ADDITIONAL BROOMING | 12.00 HR | \$ | 275.00 | \$ | 3,300.00 |
| 19 | CRACK SEALING, LESS THAN 1 INCH | 76,350.00 LF | \$ | 1.60 | \$ | 122,160.00 |
| 20 | CRACK SEALING, 1 INCH TO 3 INCH | 18,450.00 LF | \$ | 2.25 | \$ | 41,512.50 |
| 21 | CRACK SEALING, 3 INCH TO 6 INCH | 1,600.00 LF | \$ | 13.00 | \$ | 20,800.00 |
| 22 | COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN. | 75.00 TON | \$ | 250.00 | \$ | 18,750.00 |
| 23 | COMMERCIAL HMA FOR HAND PLACED PRELEVELING CL. 3/8 IN. | 9.00 TON | \$ | 800.00 | \$ | 7,200.00 |
| 24 | HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK | 2,400.00 SY | \$ | 62.00 | \$ | 148,800.00 |
| 25 | PAVEMENT REPAIR EXCAVATION INCL. HAUL | 2,400.00 SY | \$ | 41.00 | \$ | 98,400.00 |
| 26 | ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT | 15.00 EA | \$ | 700.00 | \$ | 10,500.00 |
| 27 | ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT | 15.00 EA | \$ | 850.00 | \$ | 12,750.00 |
| 28 | CLEANING EXISTING DRAINAGE STRUCTURE | 3.00 EA | \$ | 750.00 | \$ | 2,250.00 |

| | | | | | | |
|------------------------------|---|----------|----|-----------|------------------|------------------------|
| 29 | ESC LEAD | 1.00 LS | \$ | 1,000.00 | \$ | 1,000.00 |
| 30 | INLET PROTECTION | 15.00 EA | \$ | 150.00 | \$ | 2,250.00 |
| 31 | CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS | 1.00 LS | \$ | 10,614.25 | \$ | 10,614.25 |
| 32 | REFERENCE AND REESTABLISH SURVEY MONUMENT | 7.00 EA | \$ | 1,200.00 | \$ | 8,400.00 |
| Schedule A-1 Subtotal | | | | | \$ | <u>1,462,000.00</u> |
| Summary of Bid Items | | | | | Bid Total | \$ <u>1,462,000.00</u> |

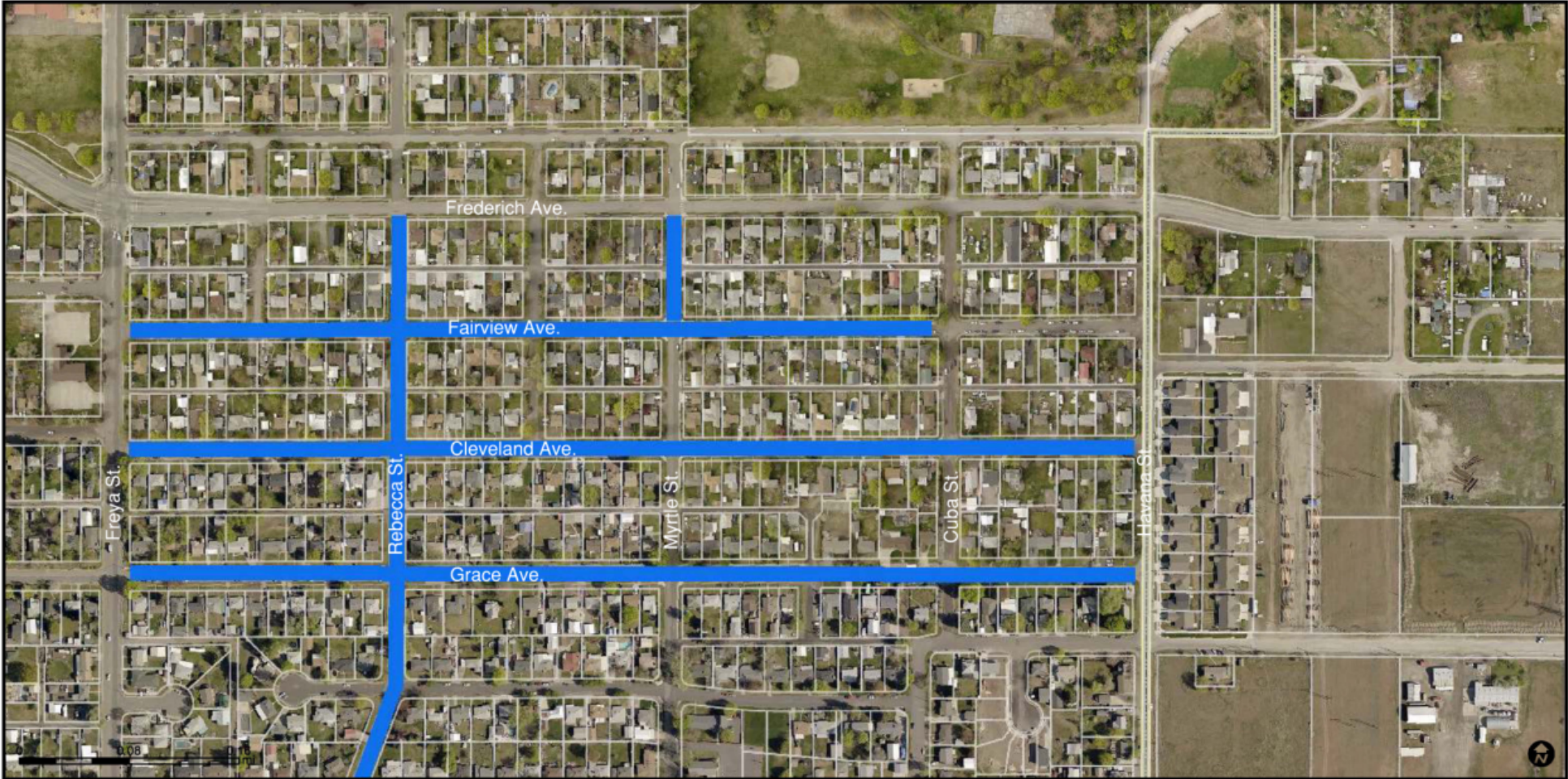
Normandie, et al Chip Seal



Tekoa, Division, et al Chip Seal



Cleveland, Rebecca, Et Al Chip Seal



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

08/28/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 8/24/2023 |
| Clerk's File # | CPR 2023-0002 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|------------------------|
| Submitting Dept | ACCOUNTING |
| Contact Name/Phone | LEONARD DAVIS 625-6005 |
| Contact E-Mail | LDAVIS@SPOKANECITY.ORG |
| Agenda Item Type | Claim Item |
| Agenda Item Name | 5600-CLAIMS-2023 |

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 8/18/2023. Total:\$7,252,930.98 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$6,355,928.07

Summary (Background)

Pages 1-23 Check numbers: 596509 - 596667 ACH payment numbers: 119787 - 120027 On file for review in City Clerks Office: 23 Page listing of Claims Note:

Lease? NO Grant related? Public Works? NO

Fiscal Impact

Expense \$ 6,355,928.07

Select \$

Select \$

Select \$

Budget Account

Various

#

#

#

Approvals**Dept Head** MURRAY, MICHELLE**Division Director** WALLACE, TONYA**Finance** MURRAY, MICHELLE**Legal** PICCOLO, MIKE**For the Mayor** JONES, GARRETT**Council Notifications****Study Session\Other****Council Sponsor****Distribution List****Additional Approvals****Purchasing**

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 33

APPROVAL FUND SUMMARY

DATE: 08/21/23
TIME: 08:18
PAGE: 1

| FUND | FUND NAME | AMOUNT |
|------|--------------------------------|--------------|
| 0100 | GENERAL FUND | 505,531.72 |
| 1100 | STREET FUND | 654,777.39 |
| 1200 | CODE ENFORCEMENT FUND | 2,017.80 |
| 1360 | MISCELLANEOUS GRANTS FUND | 6,714.14 |
| 1380 | TRAFFIC CALMING MEASURES | 7,269.08 |
| 1400 | PARKS AND RECREATION FUND | 1,091.12 |
| 1425 | AMERICAN RESCUE PLAN | 87,372.62 |
| 1460 | PARKING METER REVENUE FUND | 1,031.34 |
| 1560 | FORFEITURES & CONTRIBUTION FND | 75,012.37 |
| 1620 | PUBLIC SAFETY & JUDICIAL GRANT | 150,790.15 |
| 1625 | PUBLIC SAFETY PERSONNEL FUND | 2,904.12 |
| 1640 | COMMUNICATIONS BLDG M&O FUND | 1,108.48 |
| 1680 | CD/HS OPERATIONS | 252.18 |
| 1910 | CRIMINAL JUSTICE ASSISTANCE FD | 445,526.43 |
| 1940 | CHANNEL FIVE EQUIPMENT RESERVE | 4,329.44 |
| 1970 | FIRE/EMS FUND | 42,140.58 |
| 1990 | TRANSPORTATION BENEFIT FUND | 343,135.40 |
| 3200 | ARTERIAL STREET FUND | 384,236.77 |
| 4100 | WATER DIVISION | 211,946.81 |
| 4250 | INTEGRATED CAPITAL MANAGEMENT | 365,707.26 |
| 4300 | SEWER FUND | 362,104.34 |
| 4480 | SOLID WASTE FUND | 1,514,868.53 |
| 4700 | DEVELOPMENT SVCS CENTER | 3,335.64 |
| 5100 | FLEET SERVICES FUND | 118,556.12 |
| 5110 | FLEET SVCS EQUIP REPL FUND | 2,967.63 |
| 5200 | PUBLIC WORKS AND UTILITIES | 4,686.98 |
| 5300 | IT FUND | 16,687.84 |
| 5310 | IT CAPITAL REPLACEMENT FUND | 3,800.00 |
| 5600 | ACCOUNTING SERVICES | 54,866.00 |
| 5700 | MY SPOKANE | 126.48 |
| 5810 | WORKERS' COMPENSATION FUND | 300.00 |
| 5830 | EMPLOYEES BENEFITS FUND | 723,615.08 |
| 5900 | FACILITIES MANAGEMENT FUND OPS | 35,286.48 |
| 5903 | PROPERTY ACQUISITION FIRE | 9,611.63 |
| 6060 | EMPLOYEES' RETIREMENT FUND | 925.00 |
| 6070 | FIREFIGHTERS' PENSION FUND | 68,967.50 |
| 6080 | POLICE PENSION FUND | 69,410.23 |
| 6960 | SALARY CLEARING FUND NEW | 3,087.11 |
| | TOTAL: | 6,286,097.79 |

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 33

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 08/21/23
TIME: 08:18
PAGE: 1

| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|------------------------------|-----------|----------|----------|
| | USE TAX AMOUNTS | 4,234.42 | 211.73 | |
| 00596509 | HILL MANUFACTURING CO INC | | 1,232.57 | |
| 00596510 | KING COUNTY DIRECTORS ASSN | | 1,036.19 | |
| 00596511 | DEVIKA GATES | | 100.00 | |
| 00596512 | MAGUIRE INSURANCE AGENCY INC | | 489.00 | |
| 00596513 | SPOKANE CITY TREASURER | | 8,595.92 | |
| 00596515 | WA STATE PATROL | | 187.00 | |
| 00596516 | AT&T MOBILITY | | | 91.41 |
| 00596517 | CENTURYLINK | | | 973.44 |
| 00596518 | GENERAL STORE INC | | | 20.84 |
| 00596519 | KHQ INC | | | 1,200.00 |
| 00596520 | CSWW INC | | | 64.96 |
| 00596521 | O'REILLY AUTOMOTIVE STORES I | | | 126.25 |
| 00596522 | SUMMER RRH LLC | | | 53.92 |
| 00596523 | VERMEER MOUNTAIN WEST INC | | | 65.39 |
| 00596524 | WA STATE DEPT OF AGRICULTURE | | | 75.00 |
| 00596526 | PROFESSIONAL SERVICE BUREAU | 3,087.11 | | |
| 00596529 | CENTURYLINK | 208.71 | | |
| 00596530 | JENNIFER CERECEDDES | 252.18 | | |
| 00596531 | NORFOLK IRON & METAL CO | 446.79 | | |
| 00596532 | WATERCO OF THE PACIFIC NORTH | 407.42 | | |
| 00596533 | BRANDY-AMBER MCBRIDE | 1,480.60 | | |
| 00596534 | NORTH SPOKANE IRRIGATION | 96.31 | | |
| 00596535 | POINTE PEST CONTROL | 381.50 | | |
| 00596536 | ORKIN | 182.02 | | |
| 00596537 | SPOKANE REGIONAL HEALTH DIST | 15,219.40 | | |
| 00596538 | SPOKANE REGIONAL HEALTH DIST | 2,694.03 | | |
| 00596539 | T-MOBILE | 617.75 | | |
| 00596540 | T-MOBILE | 210.32 | | |
| 00596541 | WA STATE DEPT OF NATURAL | 8,686.11 | | |
| 00596542 | WA STATE DEPT OF HEALTH | 4,386.00 | | |
| 00596543 | WA STATE DEPT OF ECOLOGY | 36,332.50 | | |
| 00596544 | WA STATE DEPT OF ECOLOGY | 500.00 | | |
| 00596545 | SWIRE PACIFIC HOLDINGS, INC | | | 1,181.60 |
| 00596546 | WALTER E NELSON CO | | | 1,531.18 |
| 00596547 | DEPARTMENT OF COMMERCE | 5,804.00 | | |
| 00596574 | CENTURYLINK | 4,773.97 | | |
| 00596575 | COMCAST | 434.89 | | |
| 00596576 | EVANS CRAVEN & LACKIE PS | 4.50 | | |
| 00596577 | PATRIOT ELECTRIC & LIGHTING | 15.00 | | |
| 00596578 | RYLAND CARTER CONSTRUCTION | 382.00 | | |
| 00596579 | NORTHWEST WATTAGE | 15.00 | | |
| 00596580 | NUMERICA CREDIT UNION | 72,041.24 | | |
| 00596581 | PITNEY BOWES | 6,000.00 | | |
| 00596582 | POINTE PEST CONTROL | 332.45 | | |
| 00596583 | SUSAN L ROBSON | 81.00 | | |
| 00596584 | ROTO-ROOTER/DIV OF | 495.25 | | |
| 00596585 | TYLER TREFFRY | 171.00 | | |
| 00596586 | WAXIE SANITARY SUPPLY | 2,275.55 | | |
| 00596587 | CENTURYLINK | 131.02 | | |
| 00596588 | CRISTA SENIOR COMMUNITY | 10,500.00 | | |
| 00596589 | FABTEC INC | 4,225.00 | | |
| 00596590 | GEE AUTOMOTIVE LIBERTY LAKE | 74,566.58 | | |

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 33

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 08/21/23
TIME: 08:18
PAGE: 2

| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|------------------------------|-----------|---------|--------|
| 00596591 | MADRONA PEAK LLC | 1,484.02 | | |
| 00596592 | HI-LINE ELECTRIC CO | 2,476.75 | | |
| 00596593 | INDUSTRIAL WELDING CO INC | 10,850.95 | | |
| 00596594 | JIT TRUCK PARTS LLC | 910.68 | | |
| 00596598 | NORTH SPOKANE IRRIGATION | 5.00 | | |
| 00596599 | SAFETY KLEEN CORPORATION | 724.50 | | |
| 00596600 | TERRY CARE GROUP LLC | 9,100.00 | | |
| 00596601 | WHITWORTH WATER DISTRICT NO | 129.07 | | |
| 00596602 | ALASKA RUBBER GROUP INC | | | 683.46 |
| 00596603 | WATERCO OF THE PACIFIC NORTH | | | 154.69 |
| 00596604 | DE LAGE LANDEN FINANCIAL SVC | | | 765.31 |
| 00596605 | FLASHPARKING, INC. | | | 292.12 |
| 00596606 | SUMMER BEERS | | | 19.50 |
| 00596607 | ADAM BENSON | | | 101.00 |
| 00596608 | ADAM BENSON | | | 96.00 |
| 00596609 | ANDREW BIRD | | | 4.00 |
| 00596610 | HANNAH BLAKE | | | 70.00 |
| 00596611 | AMANDA BOYER | | | 59.00 |
| 00596612 | MARY JO BRAATEN | | | 79.00 |
| 00596613 | AMBER COSTELLO | | | 95.00 |
| 00596614 | LIBBY COWGER | | | 6.50 |
| 00596615 | LINDSEY DELONG | | | 26.00 |
| 00596616 | AMY DEPAOLO | | | 15.00 |
| 00596617 | MEGAN DICKSON | | | 19.50 |
| 00596618 | MEGAN DICKSON | | | 19.50 |
| 00596619 | MEGAN DICKSON | | | 19.50 |
| 00596620 | MEGAN DICKSON | | | 19.50 |
| 00596621 | MEGAN DICKSON | | | 26.00 |
| 00596622 | SHANNA DOSH | | | 6.50 |
| 00596623 | DAVID DOWERS | | | 89.00 |
| 00596624 | JOHN EDMONDSON | | | 63.60 |
| 00596625 | SASCHA FLANIGAN | | | 200.00 |
| 00596626 | JULIE GARDNER | | | 349.00 |
| 00596627 | COOPER HATTON | | | 4.00 |
| 00596628 | MELISA HURD | | | 13.00 |
| 00596629 | ANN HURST | | | 70.00 |
| 00596630 | JOSHUA JORDEN | | | 27.80 |
| 00596631 | JOSHUA JORDEN | | | 139.00 |
| 00596632 | JOSHUA JORDEN | | | 139.00 |
| 00596633 | JOSHUA JORDEN | | | 27.80 |
| 00596634 | DIANE JUNG | | | 6.50 |
| 00596635 | AMANDA KRUEGER | | | 27.80 |
| 00596636 | AMANDA KRUEGER | | | 27.80 |
| 00596637 | MATTHEW LERMAN | | | 75.00 |
| 00596638 | LANETTE MELLOTT | | | 52.00 |
| 00596639 | PILAR H-MIDDLETON | | | 6.00 |
| 00596640 | ANGELA MILLER | | | 6.50 |
| 00596641 | TIAA MUSA | | | 33.00 |
| 00596642 | TIAA MUSA | | | 33.00 |
| 00596643 | CHRISTINE O'MALLEY | | | 49.00 |
| 00596644 | CHRISTINE O'MALLEY | | | 49.00 |
| 00596645 | CHRISTINE O'MALLEY | | | 49.00 |
| 00596646 | CHRISTINE O'MALLEY | | | 49.00 |

REPORT: PG3640
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CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 08/21/23
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| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|-------------|------|---------|-------|
| 00596647 | MATT PARKER | | | 28.00 |

| | | | |
|----------|------------------------------|------------|------------|
| 00596648 | MIKE PASSANISE | | 28.13 |
| 00596649 | DARIN PATZER | | 24.00 |
| 00596650 | ALIYAH REIDBURN | | 75.00 |
| 00596651 | RUSTEE ROSE | | 100.00 |
| 00596652 | STACY SCOTT | | 28.50 |
| 00596653 | STACY SCOTT | | 104.00 |
| 00596654 | STACY SCOTT | | 32.50 |
| 00596655 | STACY SCOTT | | 7.00 |
| 00596656 | JANICE STORY | | 109.00 |
| 00596657 | KATY THERIAULT | | 13.00 |
| 00596658 | KATY THERIAULT | | 13.00 |
| 00596659 | KENNA THIBERT | | 40.00 |
| 00596660 | TRAVIS THOMAS | | 27.00 |
| 00596661 | SHARI TISCH | | 6.50 |
| 00596662 | SARAH WELLLIVER | | 6.50 |
| 00596663 | CHANDLER WIDMAN | | 120.00 |
| 00596664 | CSWW INC | | 85.32 |
| 00596665 | O'REILLY AUTOMOTIVE STORES I | | 5.77 |
| 00596666 | WA STATE DEPT OF REVENUE | | 161,516.18 |
| 00596667 | WALTER E NELSON CO | | 179.98 |
| 80119787 | ALCOHOL MONITORING SYSTEMS I | 15,006.98 | |
| 80119788 | UNIVERSAL PROTECTION SERVICE | 478.80 | |
| 80119789 | AUNT FLOW CORP | | 1,120.00 |
| 80119790 | AVISTA UTILITIES | | 5,673.52 |
| 80119791 | INDUSTRIAL SERVICES SOLUTION | 7,576.34 | |
| 80119792 | C & C YARD CARE | 2,398.00 | |
| 80119793 | CINTAS CORPORATION | | 76.30 |
| 80119794 | DATA DIMENSIONS LLC | 300.00 | |
| 80119795 | EDNETICS INC | | 4,433.37 |
| 80119796 | FIRE SYSTEMS WEST INC | | 272.50 |
| 80119797 | FRANCIS AVENUE HARDWARE | | 262.79 |
| 80119798 | GALLS LLC | 324.90 | |
| 80119799 | NICHOLAS DAVID GROW | | 250.00 |
| 80119800 | HORIZON DISTRIBUTORS | | 1,399.10 |
| 80119801 | HILL INTERNATIONAL INC | | 11,039.52 |
| 80119802 | LANGUAGE LINE SERVICES | | 2,343.08 |
| 80119803 | LUCAS HOLDING LLC | | 2,474.43 |
| 80119804 | MACKIN BOOK COMPANY DBA | | 247,728.16 |
| 80119805 | MCKINSTRY CO LLC | 1,751.01 | |
| 80119806 | MICROSOFT CORPORATION | | 1,380.36 |
| 80119807 | NATIONAL COLOR GRAPHICS INC | | 244.16 |
| 80119808 | NORTH COUNTRY SERVICES LLC | 890.45 | |
| 80119809 | OFFICE OF STATE AUDITOR | 54,866.00 | |
| 80119810 | WORKSPACE DEVELOPMENT LLC | | 43,320.12 |
| 80119811 | OXARC INC | | 6.54 |
| 80119812 | PACIFIC GOLF TURF LLC | | 389.27 |
| 80119813 | BRANDSAFWAY SERVICES INC | 143,617.99 | |
| 80119814 | SECURITAS SECURITY SERVICES | | 35,472.55 |
| 80119815 | SITEONE LANDSCAPE SUPPLY LLC | | 449.81 |
| 80119816 | HESTON HARDWARE | | 364.05 |
| 80119817 | SPOKANE COUNTY TREASURER | 430,519.45 | |
| 80119818 | SPOKANE TRANSIT AUTHORITY | 2,943.54 | |

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 33

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 08/21/23
TIME: 08:18
PAGE: 4

| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|----------------------|----------|---------|--------|
| 80119819 | THOMSON WEST | 3,550.45 | | |
| 80119820 | WASHINGTON EQUIPMENT | 6,069.94 | | |
| 80119821 | WHITE ELEPHANT | | | 396.00 |
| 80119822 | WILBUR ELLIS COMPANY | | | 208.85 |
| 80119823 | TATE D ANDRIE | | | 94.32 |

| | | | | |
|----------|------------------------------|------------|-----------|--|
| 80119824 | GINA COOPER | | 364.02 | |
| 80119825 | REMELISA CULLITAN | | 17.36 | |
| 80119826 | JASON C JOHNSON | | 26.36 | |
| 80119827 | NEIL, MASON | | 35.95 | |
| 80119828 | ADVANCED CHEMICAL TRANSPORT | 270.81 | | |
| 80119829 | ANATEK LABS INC | 5,863.00 | | |
| 80119830 | DOWL LLC | 7,269.08 | | |
| 80119831 | FOSTER GARVEY PC | 4,965.00 | | |
| 80119832 | HYDRAULICS PLUS INC | 3,367.34 | | |
| 80119833 | LANGUAGE SERVICES ASSOC INC | 83.85 | | |
| 80119834 | LSB CONSULTING ENGINEERS PLL | 4,853.75 | | |
| 80119835 | NORTHWEST OPEN ACCESS NETWOR | 3,600.00 | | |
| 80119836 | OIL RE-REFINING CO INC | 518.75 | | |
| 80119837 | REGIONAL DISPOSAL COMPANY | 984,518.42 | | |
| 80119838 | MATT HOUSTON | 1,115.00 | | |
| 80119839 | SPOKANE INT'L AIRPORT | 392.04 | | |
| 80119840 | SPRING ENVIRONMENTAL INC | 600.00 | | |
| 80119841 | TIDES CENTER | 9,999.00 | | |
| 80119842 | WESTERN STATES EQUIPMENT CO | 28,536.76 | | |
| 80119843 | WINSTON & CASHATT PS | 10,210.50 | | |
| 80119844 | YWCA | 7,458.49 | | |
| 80119845 | ALSCO DIVISION OF ALSCO INC | | 239.31 | |
| 80119846 | COLEMAN OIL COMPANY LLC | | 4,335.63 | |
| 80119847 | COLUMBIA ELECTRIC SUPPLY/DIV | 4,861.50 | | |
| 80119848 | CONTROL SOLUTIONS NW INC | 3,034.56 | | |
| 80119849 | DESAUTEL HEGE COMMUNICATIONS | | 951.29 | |
| 80119850 | DEVRIES INFORMATION MANAGEME | 17.10 | | |
| 80119851 | ELJAY OIL CO INC | 2,107.58 | | |
| 80119852 | FASTENAL CO | 2,267.25 | | |
| 80119853 | GORLEY LOGISTICS LLC | 8.32 | | |
| 80119854 | FISHER CONSTRUCTION GROUP IN | | 24,798.08 | |
| 80119855 | FREIGHT WAY INC | | 600.00 | |
| 80119856 | FULCRUM ENVIRONMENTAL | 750.00 | | |
| 80119857 | H D FOWLER COMPANY | 1,710.43 | | |
| 80119858 | MARUBENI AMERICA CORPORATION | | 1,782.48 | |
| 80119859 | HILLYARD SENIOR ACTIVITY CTR | | 6,666.66 | |
| 80119860 | INNER TITE CORP | 4,761.86 | | |
| 80119861 | JACOBS ENGINEERING GROUP INC | 15,293.86 | | |
| 80119862 | SUSHI EUNICE INC | 5,332.38 | | |
| 80119863 | LAKESIDE INDUSTRIES | 4,739.87 | | |
| 80119864 | LANGUAGE LINE SERVICES | 253.68 | | |
| 80119865 | LIFE ASSIST INC | 1,137.00 | | |
| 80119866 | LINN MACHINE & MFG | 1,142.32 | | |
| 80119867 | LUTHERAN COMMUNITY SERVICES | 790.15 | | |
| 80119868 | MARTIN LUTHER KING JR FAMILY | | 3,483.33 | |
| 80119869 | MCGARD LLC | 22,739.50 | | |
| 80119870 | MCKINSTRY CO LLC | 4,633.20 | | |
| 80119871 | MID CITY CONCERNS INC | | 1,543.75 | |

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|----------|------------------------------|-----------|---------|----------|
| 80119872 | MOTION INDUSTRIES INC | 1,939.61 | | |
| 80119873 | NORCO INC | 187.72 | | |
| 80119874 | NORTH COAST ELECTRIC COMPANY | 77,819.46 | | |
| 80119875 | NORTH COUNTRY SERVICES LLC | 445.79 | | |
| 80119876 | OTIS ELEVATOR COMPANY | 9,537.48 | | |
| 80119877 | OXARC INC | 163.50 | | 6,207.44 |
| 80119878 | PACIFIC NW EMERGENCY EQUIPME | 1,571.79 | | |
| 80119879 | PETE LIEN & SONS INC | 21,642.55 | | |
| 80119880 | PLANET TURF | | | 2,507.02 |

| | | | |
|----------|------------------------------|------------|-----------|
| 80119881 | PREMERA BLUE CROSS OR | 667,198.32 | |
| 80119882 | PROJECT JOY | | 2,580.83 |
| 80119883 | RAILROAD MANAGEMENT CO III L | 1,378.64 | |
| 80119884 | RAY TURF FARMS INC | 210.40 | |
| 80119885 | SIGNS FOR SUCCESS INC | 564.35 | |
| 80119886 | SIMPLOT PARTNERS | | 1,438.80 |
| 80119887 | SITEONE LANDSCAPE SUPPLY LLC | 712.02 | |
| 80119888 | SPOKANE NEIGHBORHOOD ACTION | 4,218.50 | |
| 80119889 | SPOKANE INT'L AIRPORT | 966.68 | |
| 80119890 | SPOKANE SOFTBALL UMPIRE ASSO | | 4,881.60 |
| 80119891 | STARPLEX CORP | 2,019.60 | |
| 80119892 | THE HUNTINGTON NATIONAL BANK | | 4,081.68 |
| 80119893 | TPC HOLDING INC | | 1,546.71 |
| 80119894 | TRUE SURVEY SUPPLY INC | 2,976.35 | |
| 80119895 | VERIZON WIRELESS | 895.02 | |
| 80119896 | VERTICAL OPTIONS LLC | 697.60 | |
| 80119897 | WASHINGTON EQUIPMENT | 20,995.50 | |
| 80119898 | WEST CENTRAL COMMUNITY | 479.79 | 6,056.25 |
| 80119899 | WESTERN EQUIPMENT DISTRIBUTO | | 13,361.56 |
| 80119900 | WILBUR ELLIS COMPANY | | 1,744.14 |
| 80119901 | WILDROSE LTD dba | | 151.51 |
| 80119902 | CARRIE ANNE JAHNS | | 906.75 |
| 80119903 | CHRISTOPHER AVERYT | 13.00 | |
| 80119904 | TODD M NELSON | 180.00 | |
| 80119905 | ALBERT H VORDERBRUEGGEN | 1,064.81 | |
| 80119906 | ACTION TARGET INC | 153,472.00 | |
| 80119907 | UNIVERSAL PROTECTION SERVICE | 499.32 | |
| 80119908 | ALS LABORATORY GROUP | 1,190.00 | |
| 80119909 | NORTHWEST INDUSTRIAL SERVICE | 210.00 | |
| 80119910 | ANATEK LABS INC | 80.00 | |
| 80119911 | APSCO LLC | 67,602.63 | |
| 80119912 | ARAMARK UNIFORM SERVICES | 47.43 | |
| 80119913 | ATLAS COPCO USA HOLDINGS INC | 155,989.90 | |
| 80119914 | AVISTA UTILITIES | 4,124.93 | |
| 80119915 | THE BABCOCK & WILCOX COMPANY | 2,781.63 | |
| 80119916 | BATTERY SYSTEMS INC | 869.07 | |
| 80119917 | BETTER HEALTH TOGETHER | 63,696.28 | |
| 80119918 | BUDINGER & ASSOCIATES INC | 480.00 | |
| 80119919 | CABOT NORIT AMERICAS INC | 21,420.00 | |
| 80119920 | CDW GOVERNMENT INC | 514.43 | |
| 80119921 | CERTIFIED SECURITY SYSTEMS | 249.86 | |
| 80119922 | CINTAS CORPORATION | 5,566.26 | |
| 80119923 | CLARK'S CONTAINERS LLC | 100.01 | |
| 80119924 | COCHRAN INC | 4,329.44 | |

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| 80119925 | COLEMAN OIL COMPANY LLC | 3,663.52 | | |
| 80119926 | COLUMBIA ELECTRIC SUPPLY/DIV | 130,375.45 | | |
| 80119927 | CORINNA REN | 2,450.00 | | |
| 80119928 | L N CURTIS & SONS | 12,209.18 | | |
| 80119929 | DEVRIES INFORMATION MANAGEME | 17.10 | | |
| 80119930 | ELJAY OIL CO INC | 1,611.74 | | |
| 80119931 | EUROFINS ENVIRONMENT TESTING | 1,075.00 | | |
| 80119932 | FASTENAL CO | 3,039.31 | | |
| 80119933 | ENCORE VENTURES LLC | 74.97 | | |
| 80119934 | FEDERAL EXPRESS CORP/DBA FED | 298.28 | | |
| 80119935 | GORLEY LOGISTICS LLC | 24.95 | | |
| 80119936 | FINANCIAL CONSULTING SOLUTIO | 10,209.11 | | |
| 80119937 | GEO ENGINEERS INC | 2,833.00 | | |

| | | | |
|----------|------------------------------|------------|----------|
| 80119938 | GRAINGER INC | 14,487.27 | |
| 80119939 | HALME CONSTRUCTION INC | 717,735.90 | |
| 80119940 | IIA LIFTING SERVICES INC | 1,263.12 | |
| 80119941 | CPM DEVELOPMENT CORP DBA | 543,451.21 | |
| 80119942 | INLAND ENVIRONMENTAL RESOURC | 8,185.42 | |
| 80119943 | INSIGHT GLOBAL LLC | 3,800.00 | |
| 80119944 | K & L GATES LLP | 16,630.65 | |
| 80119945 | KEMIRA WATER SOLUTIONS INC | 103,612.91 | |
| 80119946 | MIDLAND SCIENTIFIC INC | 498.87 | |
| 80119947 | MUNICIPAL EMERGENCY SERVICES | 13,912.08 | |
| 80119948 | NEPTUNE TECHNOLOGY GROUP INC | 294.30 | |
| 80119949 | NORCO INC | 640.57 | |
| 80119950 | NW LANDSCAPE MAINTENANCE INC | 771.07 | |
| 80119951 | OXARC INC | 1,441.61 | |
| 80119952 | PETE LIEN & SONS INC | 32,199.83 | |
| 80119953 | PIONEER AMERICAS LLC 10728 | 14,419.49 | |
| 80119954 | PRO MECHANICAL SERVICES INC | 2,502.92 | |
| 80119955 | PUMPTech HOLDINGS LLC | 7,231.06 | |
| 80119956 | REHN & ASSOCIATES | 242.00 | |
| 80119957 | REYNOLDS PRESTO PRODUCTS INC | 2,591.84 | |
| 80119958 | SHI CORP | 7,867.04 | |
| 80119959 | SITECRAFTING INC | 330.00 | |
| 80119960 | SPOKANE COUNTY TREASURER | 61,051.66 | |
| 80119961 | STARPLEX CORP | 31,818.08 | |
| 80119962 | STELLAR INDUSTRIAL SUPPLY IN | 795.39 | |
| 80119963 | TUNNEL RADIO OF AMERICAN INC | 245.25 | |
| 80119964 | UNIVAR SOLUTIONS USA INC | 3,892.53 | |
| 80119965 | US BANK TRAVEL CARD | 38,563.96 | |
| 80119966 | US BANK P CARD PAYMENTS | 150,477.15 | |
| 80119967 | VAN NESS FELDMAN LLP | 570.00 | |
| 80119968 | VERIZON WIRELESS | 4,054.62 | |
| 80119969 | WASTE MANAGEMENT OF WA DBA | 1,456.32 | |
| 80119970 | ZAYO GROUP HOLDINGS INC | 1,912.75 | |
| 80119971 | JASON W ARCHIBALD | 2,099.04 | |
| 80119972 | JOANNA M BALIN | 3,028.72 | |
| 80119973 | KEVIN M SMITH | 59.47 | |
| 80119974 | ALPINE PRODUCTS INC | 24,279.75 | |
| 80119975 | NORTHWEST INDUSTRIAL SERVICE | 420.00 | 9,554.49 |
| 80119976 | ARAMARK UNIFORM SERVICES | 76.78 | |
| 80119977 | AVISTA UTILITIES | 224,693.07 | |

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| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
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| 80119978 | COLEMAN OIL COMPANY LLC | 46,159.60 | | |
| 80119979 | CONNELL OIL INC | 888.30 | | |
| 80119980 | CORBIN SENIOR ACTIVITY CENTE | | | 2,612.50 |
| 80119981 | CUMMINS NORTHWEST LLC | 11,029.00 | | |
| 80119982 | DELTA DENTAL OF WASHINGTON | 40,710.86 | | |
| 80119983 | DESAUTEL HEGE COMMUNICATIONS | | | 1,055.00 |
| 80119984 | ELECTRIC CITY INC | | | 3,521.79 |
| 80119985 | ENTERPRISE FM TRUST | 10,164.70 | | 10,692.73 |
| 80119986 | EVERGREEN STATE TOWING LLC | 246.34 | | |
| 80119987 | FASTENAL CO | 4,119.03 | | 123.58 |
| 80119988 | GORLEY LOGISTICS LLC | 83.17 | | 58.22 |
| 80119989 | GALLS LLC | 13,727.23 | | |
| 80119990 | GARCO CONSTRUCTION INC | | | 205,062.25 |
| 80119991 | GEO ENGINEERS INC | 7,703.36 | | |
| 80119992 | GRAINGER INC | 181.96 | | |
| 80119993 | DANIEL HALL | | | 250.00 |
| 80119994 | HDR ENGINEERING INC | 8,500.24 | | |

| | | | |
|----------|------------------------------|------------|-----------|
| 80119995 | MARUBENI AMERICA CORPORATION | | 547.56 |
| 80119996 | HORIZON DISTRIBUTORS | | 1,244.19 |
| 80119997 | HOTSY OF SPOKANE LLC | 6,071.99 | |
| 80119998 | CPM DEVELOPMENT CORP DBA | 83,728.30 | |
| 80119999 | INLAND POWER & LIGHT CO | 123.52 | 110.66 |
| 80120000 | HOME DEPOT USA INC | | 94.08 |
| 80120001 | KAISER FOUNDATION HEALTH PLA | 132,757.61 | |
| 80120002 | KENWORTH SALES COMPANY | 874.71 | |
| 80120003 | MARTIN LUTHER KING JR FAMILY | 22,012.50 | |
| 80120004 | MCKINSTRY CO LLC | | 8,815.84 |
| 80120005 | MEGA WASH LLC | 4,743.62 | |
| 80120006 | NAPA AUTO PARTS | 15.94 | |
| 80120007 | NORCO INC | 6.76 | |
| 80120008 | NORTHEAST YOUTH CENTER | | 11,628.17 |
| 80120009 | NOVUS AUTO GLASS | 498.46 | |
| 80120010 | OWEN EQUIPMENT CO | 285.27 | |
| 80120011 | PACWEST MACHINERY LLC | 2,803.25 | |
| 80120012 | PAPE MACHINERY INC | 8,428.83 | |
| 80120013 | PLANET TURF | | 61.32 |
| 80120014 | POMP'S TIRE SERVICE INC | 18,583.00 | |
| 80120015 | SCHINDLER ELEVATOR CORP | | 2,650.80 |
| 80120016 | SHAMROCK MANUFACTURING INC | 99,546.67 | |
| 80120017 | SITEONE LANDSCAPE SUPPLY LLC | | 915.20 |
| 80120018 | SOLID WASTE SYSTEMS INC | 4,785.13 | |
| 80120019 | SPECIAL ASPHALT PRODUCTS | 16,504.36 | |
| 80120020 | SPECIALTY MOBILE MIX INC | 1,130.88 | |
| 80120021 | HESTON HARDWARE | | 537.36 |
| 80120022 | SPOKANE HOUSE OF HOSE INC | | 257.27 |
| 80120023 | THE HUNTINGTON NATIONAL BANK | | 2,228.52 |
| 80120024 | ULINE INC | | 867.61 |
| 80120025 | US BANK P CARD PAYMENTS | 188,961.75 | |
| 80120026 | VERIZON WIRELESS | 1,115.96 | |
| 80120027 | WILDROSE LTD dba | | 457.80 |

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| ----- | ----- | ----- | ----- | ----- |
| | | 6,355,928.07 | 367,874.17 | 529,128.74 |
| | | | | ===== |
| | | CITYWIDE TOTAL: | | 7,252,930.98 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

| | | |
|----------------------------------|--|-----------|
| EVANS CRAVEN & LACKIE PS | LEGAL SERVICES CHECK NO. - 00596576 | 4.50 |
| SPOKANE COUNTY TREASURER | CONTRACTUAL SERVICES ACH PMT NO. - 80119960 | 61,051.66 |
| SPOKANE TRANSIT AUTHORITY | CONTRACTUAL SERVICES ACH PMT NO. - 80119818 | 2,943.54 |
| WINSTON & CASHATT PS | LEGAL SERVICES ACH PMT NO. - 80119843 | 10,210.50 |
| TOTAL FOR 0020 - NONDEPARTMENTAL | | 74,210.20 |

0030 - POLICE OMBUDSMAN

| | | |
|-----------------------------------|--|----------|
| US BANK TRAVEL CARD | LODGING ACH PMT NO. - 80119965 | 444.37 |
| US BANK TRAVEL CARD | REGISTRATION/SCHOOLING ACH PMT NO. - 80119965 | 1,100.00 |
| TOTAL FOR 0030 - POLICE OMBUDSMAN | | 1,544.37 |

0100 - GENERAL FUND

| | | |
|--|--|------------|
| SPOKANE INT'L AIRPORT AIRPORT PARKING TICKETS | DEPOSIT-AIRPORT PARK VIOLATION ACH PMT NO. - 80119889 | 966.68 |
| US BANK P CARD PAYMENTS | PCARD ADVANCE PYMT REC ACH PMT NO. - 80120025 | 339,438.90 |
| US BANK TRAVEL CARD | TRAVEL CARD ADVANCE PYMT ACH PMT NO. - 80119965 | 2.99- |
| TOTAL FOR 0100 - GENERAL FUND | | 340,402.59 |

0230 - CIVIL SERVICE

| | | |
|--------------------------------|-----------------------------------|--------|
| US BANK TRAVEL CARD | AIRFARE ACH PMT NO. - 80119965 | 467.96 |
| US BANK TRAVEL CARD | LODGING ACH PMT NO. - 80119965 | 190.48 |
| TOTAL FOR 0230 - CIVIL SERVICE | | 658.44 |

0300 - HUMAN SERVICES

| | | |
|--|--------------------------------------|--------------------|
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| PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS: | | |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80119968 | 85.26 |

TOTAL FOR 0300 - HUMAN SERVICES 85.26

0320 - COUNCIL

VERIZON WIRELESS CELL PHONE
ACH PMT NO. - 80119895 895.02

TOTAL FOR 0320 - COUNCIL 895.02

0350 - COMMUNITY CENTERS

MARTIN LUTHER KING JR FAMILY CONTRACTUAL SERVICES
OUTREACH CENTER ACH PMT NO. - 80120003 22,012.50

TOTAL FOR 0350 - COMMUNITY CENTERS 22,012.50

0370 - ENGINEERING SERVICES

ARAMARK UNIFORM SERVICES LAUNDRY/JANITORIAL SERVICES
AUS WEST LOCKBOX ACH PMT NO. - 80119912 19.49

ENTERPRISE FM TRUST OPERATING RENTALS/LEASES
ATTN: CUSTOMER BILLING ACH PMT NO. - 80119985 2,231.63

TRUE SURVEY SUPPLY INC OPERATING SUPPLIES
dba TRUE WOOD PRODUCTS ACH PMT NO. - 80119894 2,976.35

TOTAL FOR 0370 - ENGINEERING SERVICES 5,227.47

0500 - LEGAL

ARAMARK UNIFORM SERVICES OPERATING SUPPLIES
AUS WEST LOCKBOX ACH PMT NO. - 80119912 19.32

AVISTA UTILITIES UTILITY LIGHT/POWER SERVICE
ACH PMT NO. - 80119914 880.53

AVISTA UTILITIES UTILITY NATURAL GAS
ACH PMT NO. - 80119914 74.43

CERTIFIED SECURITY SYSTEMS ALARM/SECURITY SERVICES
SPOKANE SECURITY SYSTEMS INC ACH PMT NO. - 80119921 249.86

DEVRIES INFORMATION MANAGEMENT MISC SERVICES/CHARGES
ACH PMT NO. - 80119929 17.10

GORLEY LOGISTICS LLC OPERATING SUPPLIES
dba FIKES NORTHWEST ACH PMT NO. - 80119935 24.95

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SUSAN L ROBSON LEGAL SERVICES
CHECK NO. - 00596583 81.00

YWCA PROFESSIONAL SERVICES
ACH PMT NO. - 80119844 7,458.49

TOTAL FOR 0500 - LEGAL 8,805.68

0550 - NEIGHBORHOOD SERVICES

ENCORE VENTURES LLC PRINTING/BINDING/REPRO
DBA FASTSIGNS OF SPOKANE ACH PMT NO. - 80119933 74.97

VERIZON WIRELESS CELL PHONE
ACH PMT NO. - 80119968 213.15

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES 288.12

0560 - MUNICIPAL COURT

PITNEY BOWES POSTAGE
CHECK NO. - 00596581 6,000.00

UNIVERSAL PROTECTION SERVICE ALARM/SECURITY SERVICES
DBA ALLIED UNIVERSAL SECURITY ACH PMT NO. - 80119907 978.12

TOTAL FOR 0560 - MUNICIPAL COURT 6,978.12

0620 - HUMAN RESOURCES

US BANK TRAVEL CARD LODGING
ACH PMT NO. - 80119965 166.74-

TOTAL FOR 0620 - HUMAN RESOURCES 166.74-

0650 - PLANNING SERVICES

US BANK TRAVEL CARD REGISTRATION/SCHOOLING
ACH PMT NO. - 80119965 502.75

VERIZON WIRELESS CELL PHONE
ACH PMT NO. - 80119968 85.05

TOTAL FOR 0650 - PLANNING SERVICES 587.80

0680 - POLICE

ACTION TARGET INC OTHER IMPROVEMENTS
ACH PMT NO. - 80119906 3,472.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GALLS LLC CLOTHING
ACH PMT NO. - 80119989 12,006.41

GALLS LLC OPERATING SUPPLIES
ACH PMT NO. - 80119989 907.96

GALLS LLC PROTECTIVE GEAR/CLOTHING
ACH PMT NO. - 80119989 1,137.76

GORLEY LOGISTICS LLC OPERATING SUPPLIES
dba FIKES NORTHWEST ACH PMT NO. - 80119988 83.17

| | | |
|---|---|----------|
| GRAINGER INC | OPERATING SUPPLIES ACH PMT NO. - 80119992 | 181.96 |
| LANGUAGE LINE SERVICES LANGUAGE LINE LLC | INTERPRETER COSTS ACH PMT NO. - 80119864 | 253.68 |
| SHI CORP | SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80119958 | 50.63 |
| US BANK TRAVEL CARD | AIRFARE ACH PMT NO. - 80119965 | 7,078.29 |
| US BANK TRAVEL CARD | LODGING ACH PMT NO. - 80119965 | 6,822.39 |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80119965 | 1,730.82 |
| US BANK TRAVEL CARD | REGISTRATION/SCHOOLING ACH PMT NO. - 80119965 | 5,129.00 |
| US BANK TRAVEL CARD | VETERINARY SERVICES ACH PMT NO. - 80119965 | 115.00 |
| WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80119898 | 479.79 |

TOTAL FOR 0680 - POLICE

39,448.86

0700 - PUBLIC DEFENDER

| | | |
|--|---|----------|
| ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX | LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80119912 | 8.62 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80119914 | 880.54 |
| AVISTA UTILITIES | UTILITY NATURAL GAS ACH PMT NO. - 80119914 | 74.42 |
| THOMSON WEST WEST PUBLISHING PAYMENT CTR | PUBLICATIONS ACH PMT NO. - 80119819 | 3,550.45 |
| US BANK TRAVEL CARD | REGISTRATION/SCHOOLING ACH PMT NO. - 80119965 | 40.00 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0700 - PUBLIC DEFENDER

4,554.03

1100 - STREET FUND

| | | |
|--|---|------------|
| ALPINE PRODUCTS INC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80119974 | 24,279.75 |
| ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX | LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80119976 | 76.78 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80119977 | 224,539.75 |

| | | |
|--|---|------------|
| AVISTA UTILITIES | UTILITY NATURAL GAS ACH PMT NO. - 80119977 | 153.32 |
| CENTURYLINK | TELEPHONE CHECK NO. - 00596587 | 131.02 |
| CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY | CONTRACTUAL SERVICES ACH PMT NO. - 80119941 | 200,315.81 |
| CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80119998 | 83,728.30 |
| FASTENAL CO | OPERATING SUPPLIES ACH PMT NO. - 80119987 | 2,185.44 |
| INLAND POWER & LIGHT CO | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80119999 | 123.52 |
| NORCO INC | OPERATING SUPPLIES ACH PMT NO. - 80120007 | 6.76 |
| NORTH SPOKANE IRRIGATION DIST #8 | PUBLIC UTILITY SERVICE CHECK NO. - 00596598 | 5.00 |
| NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES | OPERATING RENTALS/LEASES ACH PMT NO. - 80119975 | 420.00 |
| SHAMROCK MANUFACTURING INC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80120016 | 99,546.67 |
| SPECIAL ASPHALT PRODUCTS | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80120019 | 16,504.36 |
| SPECIALTY MOBILE MIX INC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80120020 | 1,130.88 |
| US BANK TRAVEL CARD | REGISTRATION/SCHOOLING ACH PMT NO. - 80119965 | 385.00 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80120026 | 596.82 |
| VERIZON WIRELESS | IT/DATA SERVICES ACH PMT NO. - 80120026 | 519.14 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|-------------------------------|--|------------|
| WHITWORTH WATER DISTRICT NO 2 | PUBLIC UTILITY SERVICE CHECK NO. - 00596601 | 129.07 |
| TOTAL FOR 1100 - STREET FUND | | 654,777.39 |

1200 - CODE ENFORCEMENT FUND

| | | |
|---|--|----------|
| CLARK'S CONTAINERS LLC | OPERATING RENTALS/LEASES ACH PMT NO. - 80119923 | 100.01 |
| ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING | OPERATING RENTALS/LEASES ACH PMT NO. - 80119985 | 1,302.70 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80119968 | 615.09 |

TOTAL FOR 1200 - CODE ENFORCEMENT FUND 2,017.80

1360 - MISCELLANEOUS GRANTS FUND

BRANDY-AMBER MCBRIDE LODGING
CHECK NO. - 00596533 575.61

BRANDY-AMBER MCBRIDE OTHER TRANSPORTATION EXPENSES
CHECK NO. - 00596533 594.49

BRANDY-AMBER MCBRIDE PER DIEM
CHECK NO. - 00596533 310.50

US BANK TRAVEL CARD LODGING
ACH PMT NO. - 80119965 3,752.11

US BANK TRAVEL CARD OTHER TRANSPORTATION EXPENSES
ACH PMT NO. - 80119965 536.43

US BANK TRAVEL CARD REGISTRATION/SCHOOLING
ACH PMT NO. - 80119965 945.00

TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND 6,714.14

1380 - TRAFFIC CALMING MEASURES

DOWL LLC CONTRACTUAL SERVICES
ACH PMT NO. - 80119830 7,269.08

TOTAL FOR 1380 - TRAFFIC CALMING MEASURES 7,269.08

1400 - PARKS AND RECREATION FUND

ALBERT H VORDERBRUEGGEN AIRFARE
ACH PMT NO. - 80119905 1,064.81

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRAVEL CARD LODGING
ACH PMT NO. - 80119965 257.07-

US BANK TRAVEL CARD OPERATING SUPPLIES
ACH PMT NO. - 80119965 130.78

US BANK TRAVEL CARD RECREATIONAL SUPPLIES
ACH PMT NO. - 80119965 152.60

TOTAL FOR 1400 - PARKS AND RECREATION FUND 1,091.12

1425 - AMERICAN RESCUE PLAN

NUMERICA CREDIT UNION CONTRACTUAL SERVICES
CHECK NO. - 00596580 72,041.24

SUSHI EUNICE INC CONTRACTUAL SERVICES
DBA KINA JAPANESE AND KOREAN ACH PMT NO. - 80119862 5,332.38

TIDES CENTER CONTRACTUAL SERVICES
ACH PMT NO. - 80119841 9,999.00

| | | |
|---|---|---------------------|
| TOTAL FOR 1425 - AMERICAN RESCUE PLAN | | ----- 87,372.62 |
| 1460 - PARKING METER REVENUE FUND | | |
| ----- | | |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80119968 | 751.27 |
| VERIZON WIRELESS | IT/DATA SERVICES ACH PMT NO. - 80119968 | 280.07 |
| TOTAL FOR 1460 - PARKING METER REVENUE FUND | | ----- 1,031.34 |
| 1560 - FORFEITURES & CONTRIBUTION FND | | |
| ----- | | |
| GEE AUTOMOTIVE LIBERTY LAKE LLC DBA MERCEDES-BENZ OF | VEHICLES CHECK NO. - 00596590 | 74,566.58 |
| NORTH COUNTRY SERVICES LLC | LEGAL SERVICES ACH PMT NO. - 80119875 | 445.79 |
| TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND | | ----- 75,012.37 |
| 1620 - PUBLIC SAFETY & JUDICIAL GRANT | | |
| ----- | | |
| ACTION TARGET INC | MACHINERY/EQUIPMENT ACH PMT NO. - 80119906 | 150,000.00 |
| LUTHERAN COMMUNITY SERVICES NW | CONTRACTUAL SERVICES ACH PMT NO. - 80119867 | 790.15 |
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| PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS: | | |
| TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT | | ----- 150,790.15 |
| 1625 - PUBLIC SAFETY PERSONNEL FUND | | |
| ----- | | |
| CDW GOVERNMENT INC | MINOR EQUIPMENT ACH PMT NO. - 80119920 | 514.43 |
| COMCAST | IT/DATA SERVICES CHECK NO. - 00596575 | 369.99 |
| COMCAST | TELEPHONE CHECK NO. - 00596575 | 64.90 |
| US BANK TRAVEL CARD | AIRFARE ACH PMT NO. - 80119965 | 30.00 |
| US BANK TRAVEL CARD | LODGING ACH PMT NO. - 80119965 | 1,723.92 |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80119965 | 200.88 |
| TOTAL FOR 1625 - PUBLIC SAFETY PERSONNEL FUND | | ----- 2,904.12 |

1640 - COMMUNICATIONS BLDG M&O FUND

| | | |
|--|---|----------|
| CENTURYLINK | TELEPHONE CHECK NO. - 00596574 | 579.13 |
| NW LANDSCAPE MAINTENANCE INC DBA DARNALL SPRINKLERS | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80119950 | 338.60 |
| NW LANDSCAPE MAINTENANCE INC DBA DARNALL SPRINKLERS | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80119950 | 190.75 |
| TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND | | 1,108.48 |

1680 - CD/HS OPERATIONS

| | | |
|-----------------------------------|---|--------|
| JENNIFER CERECEDES | OTHER TRANSPORTATION EXPENSES CHECK NO. - 00596530 | 252.18 |
| TOTAL FOR 1680 - CD/HS OPERATIONS | | 252.18 |

1910 - CRIMINAL JUSTICE ASSISTANCE FD

| | | |
|--------------------------------|---|------------|
| ALCOHOL MONITORING SYSTEMS INC | PROFESSIONAL SERVICES ACH PMT NO. - 80119787 | 15,006.98 |
| SPOKANE COUNTY TREASURER | SPOKANE COUNTY ACH PMT NO. - 80119817 | 430,519.45 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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|---|------------|
| TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD | 445,526.43 |
|---|------------|

1940 - CHANNEL FIVE EQUIPMENT RESERVE

| | | |
|---|---|----------|
| COCHRAN INC | MINOR EQUIPMENT ACH PMT NO. - 80119924 | 4,329.44 |
| TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE | | 4,329.44 |

1970 - FIRE/EMS FUND

| | | |
|--------------------------|---|----------|
| FASTENAL CO | OPERATING SUPPLIES ACH PMT NO. - 80119987 | 1,497.60 |
| FASTENAL CO | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80119987 | 430.81 |
| FASTENAL CO | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80119987 | 5.18 |
| IIA LIFTING SERVICES INC | VEHICLE REPAIRS/MAINT ACH PMT NO. - 80119940 | 1,263.12 |
| JASON W ARCHIBALD | OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80119971 | 1,223.54 |
| JASON W ARCHIBALD | PER DIEM | |

| | | |
|--|---|-----------|
| | ACH PMT NO. - 80119971 | 875.50 |
| JOANNA M BALIN | LODGING ACH PMT NO. - 80119972 | 741.97 |
| JOANNA M BALIN | OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80119972 | 1,072.25 |
| JOANNA M BALIN | PER DIEM ACH PMT NO. - 80119972 | 1,214.50 |
| KEVIN M SMITH | OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80119973 | 59.47 |
| L N CURTIS & SONS | PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80119928 | 3,161.90 |
| LIFE ASSIST INC | SAFETY SUPPLIES ACH PMT NO. - 80119865 | 1,137.00 |
| MUNICIPAL EMERGENCY SERVICES INC | PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80119947 | 13,912.08 |
| NORCO INC | SAFETY SUPPLIES ACH PMT NO. - 80119873 | 170.82 |
| NW LANDSCAPE MAINTENANCE INC DBA DARNALL SPRINKLERS | LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80119950 | 241.72 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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|--|---|----------|
| PACIFIC NW EMERGENCY EQUIPMENT dba GENERAL FIRE APPARATUS | PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80119878 | 1,571.79 |
| POINTE PEST CONTROL | BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00596582 | 713.95 |
| PRO MECHANICAL SERVICES INC | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80119954 | 2,502.92 |
| SITEONE LANDSCAPE SUPPLY LLC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80119887 | 27.14 |
| US BANK TRAVEL CARD | LODGING ACH PMT NO. - 80119965 | 954.79 |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80119965 | 314.45 |
| VERIZON WIRELESS | IT/DATA SERVICES ACH PMT NO. - 80119968 | 361.97 |
| WA STATE DEPT OF NATURAL RESOURCES | MINOR EQUIPMENT CHECK NO. - 00596541 | 3,987.88 |
| WA STATE DEPT OF NATURAL RESOURCES | PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00596541 | 4,698.23 |

TOTAL FOR 1970 - FIRE/EMS FUND

42,140.58

1990 - TRANSPORTATION BENEFIT FUND

| | | |
|--|--|------------|
| CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY | CONTRACTUAL SERVICES ACH PMT NO. - 80119941 | 343,135.40 |
|--|--|------------|

TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND 343,135.40

3200 - ARTERIAL STREET FUND

BUDINGER & ASSOCIATES INC CONSTRUCTION OF FIXED ASSETS
ACH PMT NO. - 80119918 480.00

HALME CONSTRUCTION INC CONSTRUCTION OF FIXED ASSETS
ACH PMT NO. - 80119939 383,756.77

TOTAL FOR 3200 - ARTERIAL STREET FUND 384,236.77

4100 - WATER DIVISION

ANATEK LABS INC CONTRACTUAL SERVICES
ACH PMT NO. - 80119910 80.00

COLUMBIA ELECTRIC SUPPLY/DIV CONSTRUCTION OF FIXED ASSETS
CONSOLIDATED ELECTRICAL ACH PMT NO. - 80119926 5,473.90

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COLUMBIA ELECTRIC SUPPLY/DIV REPAIR & MAINTENANCE SUPPLIES
CONSOLIDATED ELECTRICAL ACH PMT NO. - 80119926 72,880.31

CORINNA REN CONTRACTUAL SERVICES
DBA THE PNW DREAM ACH PMT NO. - 80119927 2,450.00

ENTERPRISE FM TRUST OPERATING RENTALS/LEASES
ATTN: CUSTOMER BILLING ACH PMT NO. - 80119985 1,179.36

FASTENAL CO REPAIR & MAINTENANCE SUPPLIES
ACH PMT NO. - 80119852 1,661.84

FINANCIAL CONSULTING SOLUTIONS CONTRACTUAL SERVICES
GROUP INC DBA FCS GROUP ACH PMT NO. - 80119936 3,403.04

FULCRUM ENVIRONMENTAL REPAIRS/MAINTENANCE
CONSULTING INC ACH PMT NO. - 80119856 750.00

GEO ENGINEERS INC CONTRACTUAL SERVICES
ACH PMT NO. - 80119937 2,833.00

H D FOWLER COMPANY INVENTORY PURCHASES FOR WATER
ACH PMT NO. - 80119857 1,710.43

INNER TITE CORP REPAIR & MAINTENANCE SUPPLIES
ACH PMT NO. - 80119860 4,761.86

LAKESIDE INDUSTRIES REPAIR & MAINTENANCE SUPPLIES
LOCKBOX 1086 ACH PMT NO. - 80119863 4,739.87

MCGARD LLC INVENTORY PURCHASES FOR WATER
ACH PMT NO. - 80119869 22,739.50

NEPTUNE TECHNOLOGY GROUP INC MACHINERY/EQUIPMENT
ACH PMT NO. - 80119948 294.30

NORCO INC REPAIR & MAINTENANCE SUPPLIES
ACH PMT NO. - 80119873 16.90

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|---|---|-----------|
| NORFOLK IRON & METAL CO DBA CDA METALS | REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00596531 | 446.79 |
| NORTH COAST ELECTRIC COMPANY | MACHINERY/EQUIPMENT ACH PMT NO. - 80119874 | 77,819.46 |
| RAILROAD MANAGEMENT CO III LLC | PERMITS/OTHER FEES ACH PMT NO. - 80119883 | 689.32 |
| RAY TURF FARMS INC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80119884 | 210.40 |
| SITEONE LANDSCAPE SUPPLY LLC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80119887 | 358.75 |
| T-MOBILE | TELEPHONE CHECK NO. - 00596540 | 210.32 |
| US BANK TRAVEL CARD | LODGING ACH PMT NO. - 80119965 | 166.74 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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|---------------------------------|---|------------|
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80119965 | 68.16 |
| VAN NESS FELDMAN LLP | LEGAL SERVICES ACH PMT NO. - 80119967 | 570.00 |
| WA STATE DEPT OF HEALTH | PERMITS/OTHER FEES CHECK NO. - 00596542 | 4,386.00 |
| WA STATE DEPT OF REVENUE | INVENTORY PURCHASES FOR WATER - | 2,046.56 |
| TOTAL FOR 4100 - WATER DIVISION | | 211,946.81 |

4250 - INTEGRATED CAPITAL MANAGEMENT

| | | |
|--|---|------------|
| GEO ENGINEERS INC | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80119991 | 7,703.36 |
| HALME CONSTRUCTION INC | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80119939 | 333,979.13 |
| HDR ENGINEERING INC | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80119994 | 8,500.24 |
| JACOBS ENGINEERING GROUP INC | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80119861 | 15,293.86 |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80119965 | 230.67 |
| TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT | | 365,707.26 |

4310 - SEWER MAINTENANCE DIVISION

| | | |
|--------------------------------|--|-------|
| DEVRIES INFORMATION MANAGEMENT | CONTRACTUAL SERVICES ACH PMT NO. - 80119850 | 17.10 |
| FINANCIAL CONSULTING SOLUTIONS | CONTRACTUAL SERVICES | |

| | | |
|--------------------------------|---|----------|
| GROUP INC DBA FCS GROUP | ACH PMT NO. - 80119936 | 3,403.04 |
| RAILROAD MANAGEMENT CO III LLC | PERMITS/OTHER FEES ACH PMT NO. - 80119883 | 689.32 |
| SHI CORP | SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80119958 | 1,123.22 |
| SITEONE LANDSCAPE SUPPLY LLC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80119887 | 326.13 |
| T-MOBILE | CELL PHONE CHECK NO. - 00596539 | 588.00 |
| US BANK TRAVEL CARD | AIRFARE ACH PMT NO. - 80119965 | 881.96 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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|---|---|--------------------|
| US BANK TRAVEL CARD | LODGING ACH PMT NO. - 80119965 | 2,365.00 |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80119965 | 699.28 |
| TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION | | ----- 10,093.05 |

4320 - RIVERSIDE PARK RECLAMATION FAC

| | | |
|---|---|-----------|
| ALS LABORATORY GROUP | TESTING SERVICES ACH PMT NO. - 80119908 | 1,190.00 |
| APSCO LLC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80119911 | 67,602.63 |
| BATTERY SYSTEMS INC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80119916 | 869.07 |
| CENTURYLINK | TELEPHONE CHECK NO. - 00596574 | 117.22 |
| CINTAS CORPORATION | LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80119922 | 5,566.26 |
| COLEMAN OIL COMPANY LLC | MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80119925 | 3,663.52 |
| COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL | SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80119926 | 56,882.74 |
| CONTROL SOLUTIONS NW INC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80119848 | 3,034.56 |
| ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING | OPERATING RENTALS/LEASES ACH PMT NO. - 80119985 | 577.45 |
| EUROFINS ENVIRONMENT TESTING NORTHWEST LLC | TESTING SERVICES ACH PMT NO. - 80119931 | 1,075.00 |
| FEDERAL EXPRESS CORP/DBA FEDEX | POSTAGE ACH PMT NO. - 80119934 | 298.28 |
| GRAINGER INC | SAFETY SUPPLIES ACH PMT NO. - 80119938 | 27.25 |

| | | |
|---------------------------------------|---|------------|
| INLAND ENVIRONMENTAL RESOURCES INC | CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80119942 | 8,185.42 |
| K & L GATES LLP | LEGAL SERVICES ACH PMT NO. - 80119944 | 16,630.65 |
| KEMIRA WATER SOLUTIONS INC | CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80119945 | 103,612.91 |
| MCKINSTRY CO LLC LOCKBOX | REPAIRS/MAINTENANCE ACH PMT NO. - 80119870 | 4,633.20 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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|--|---|---------------------|
| MIDLAND SCIENTIFIC INC | OPERATING SUPPLIES ACH PMT NO. - 80119946 | 498.87 |
| MOTION INDUSTRIES INC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80119872 | 1,939.61 |
| NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES | OPERATING RENTALS/LEASES ACH PMT NO. - 80119909 | 210.00 |
| OTIS ELEVATOR COMPANY | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80119876 | 9,537.48 |
| OXARC INC | PERMITS/OTHER FEES ACH PMT NO. - 80119951 | 1,441.61 |
| OXARC INC | SAFETY SUPPLIES ACH PMT NO. - 80119877 | 163.50 |
| PIONEER AMERICAS LLC 10728 | CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80119953 | 14,419.49 |
| TUNNEL RADIO OF AMERICAN INC | OPERATING SUPPLIES ACH PMT NO. - 80119963 | 245.25 |
| TYLER TREFFRY | PERMITS/OTHER FEES CHECK NO. - 00596585 | 171.00 |
| T-MOBILE | CELL PHONE CHECK NO. - 00596539 | 29.75 |
| UNIVAR SOLUTIONS USA INC | CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80119964 | 3,892.53 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80119968 | 1,364.98 |
| WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL | UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80119969 | 1,456.32 |
| TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC | | ----- 309,336.55 |

4330 - STORMWATER

| | | |
|---|---|----------|
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80119914 | 2,215.01 |
| FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP | CONTRACTUAL SERVICES ACH PMT NO. - 80119936 | 3,403.03 |

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|-------------------------------------|--|-----------|
| NORTH SPOKANE IRRIGATION DIST #8 | PUBLIC UTILITY SERVICE CHECK NO. - 00596534 | 96.31 |
| WA STATE DEPT OF ECOLOGY | PERMITS/OTHER FEES CHECK NO. - 00596544 | 36,832.50 |

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|-----------------------------|-------|-----------|
| TOTAL FOR 4330 - STORMWATER | ----- | 42,546.85 |
|-----------------------------|-------|-----------|

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|--|---------------------|

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4360 - ENVIRONMENTAL PROGRAMS

| | | |
|------------------|--------------------------------------|--------|
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80119968 | 127.89 |
|------------------|--------------------------------------|--------|

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|---|-------|--------|
| TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS | ----- | 127.89 |
|---|-------|--------|

4490 - SOLID WASTE DISPOSAL

| | | |
|--|--|--------|
| ADVANCED CHEMICAL TRANSPORT DBA ACTENVIRO | HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80119828 | 270.81 |
|--|--|--------|

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|---|---|------------|
| ATLAS COPCO USA HOLDINGS INC dba ATLAS COPCO COMPRESSORS | MACHINERY/EQUIPMENT ACH PMT NO. - 80119913 | 155,989.90 |
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|--------------------------|---|------------|
| BRANDSAFWAY SERVICES INC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80119813 | 143,617.99 |
|--------------------------|---|------------|

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| C & C YARD CARE | LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80119792 | 2,398.00 |
|-----------------|---|----------|

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|--------------------------|---|-----------|
| CABOT NORIT AMERICAS INC | CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80119919 | 21,420.00 |
|--------------------------|---|-----------|

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| CHRISTOPHER AVERYT | PARKING/TOLLS (LOCAL) ACH PMT NO. - 80119903 | 13.00 |
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|------------------|--------------------------------------|--------|
| ELJAY OIL CO INC | LUBRICANTS ACH PMT NO. - 80119930 | 585.98 |
|------------------|--------------------------------------|--------|

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| ELJAY OIL CO INC | MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80119930 | 3,133.34 |
|------------------|---|----------|

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| FASTENAL CO | OPERATING SUPPLIES ACH PMT NO. - 80119932 | 746.12 |
|-------------|--|--------|

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| FASTENAL CO | PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80119932 | 2,220.06 |
|-------------|---|----------|

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| FASTENAL CO | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80119932 | 661.17 |
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| FASTENAL CO | SAFETY SUPPLIES ACH PMT NO. - 80119932 | 17.37 |
|-------------|---|-------|

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| FOSTER GARVEY PC | PROFESSIONAL SERVICES ACH PMT NO. - 80119831 | 4,965.00 |
|------------------|---|----------|

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| GORLEY LOGISTICS LLC dba FIKES NORTHWEST | OPERATING SUPPLIES ACH PMT NO. - 80119853 | 8.32 |
|---|--|------|

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| GRAINGER INC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80119938 | 14,460.02 |
|--------------|---|-----------|

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|---------------------|---|----------|
| HYDRAULICS PLUS INC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80119832 | 3,367.34 |
|---------------------|---|----------|

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|---|------------|
| INDUSTRIAL SERVICES SOLUTIONS LLC DBA BAY VALVE SERVICE & | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80119791 | 7,576.34 |
| LINN MACHINE & MFG | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80119866 | 1,142.32 |
| LSB CONSULTING ENGINEERS PLLC | PROFESSIONAL SERVICES ACH PMT NO. - 80119834 | 4,853.75 |
| MATT HOUSTON dba SKUNKWORKS | CONTRACTUAL SERVICES ACH PMT NO. - 80119838 | 1,115.00 |
| MCKINSTRY CO LLC LOCKBOX | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80119805 | 1,751.01 |
| NORCO INC | CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80119949 | 195.94 |
| OIL RE-REFINING CO INC | HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80119836 | 518.75 |
| ORKIN | PROFESSIONAL SERVICES CHECK NO. - 00596536 | 182.02 |
| PETE LIEN & SONS INC | CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80119952 | 42,758.27 |
| PETE LIEN & SONS INC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80119952 | 11,084.11 |
| PUMPTECH HOLDINGS LLC DBA PUMPTECH LLC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80119955 | 7,231.06 |
| REGIONAL DISPOSAL COMPANY | CONTRACTUAL SERVICES ACH PMT NO. - 80119837 | 984,518.42 |
| REYNOLDS PRESTO PRODUCTS INC | OPERATING SUPPLIES ACH PMT NO. - 80119957 | 2,591.84 |
| SPOKANE INT'L AIRPORT | OPERATING RENTALS/LEASES ACH PMT NO. - 80119839 | 392.04 |
| SPOKANE REGIONAL HEALTH DIST | PERMITS/OTHER FEES CHECK NO. - 00596537 | 15,219.40 |
| SPRING ENVIRONMENTAL INC | REGISTRATION/SCHOOLING ACH PMT NO. - 80119840 | 600.00 |
| STELLAR INDUSTRIAL SUPPLY INC | PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80119962 | 795.39 |
| THE BABCOCK & WILCOX COMPANY | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80119915 | 2,781.63 |
| TODD M NELSON | PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80119904 | 180.00 |
| WA STATE DEPT OF REVENUE | CHEMICAL/LAB SUPPLIES - | 1,927.80 |

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|--------------|
| WA STATE DEPT OF REVENUE | OPERATING SUPPLIES | 233.27 |
| | - | |
| WASHINGTON EQUIPMENT MANUFACTURING CO INC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80119820 | 6,069.94 |
| WASHINGTON EQUIPMENT MANUFACTURING CO INC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80119897 | 20,995.50 |
| WATERCO OF THE PACIFIC NORTH WEST, INC | OPERATING SUPPLIES CHECK NO. - 00596532 | 407.42 |
| WESTERN STATES EQUIPMENT CO | OPERATING RENTALS/LEASES ACH PMT NO. - 80119842 | 28,536.76 |
| TOTAL FOR 4490 - SOLID WASTE DISPOSAL | | 1,497,532.40 |
| ----- | | |
| 4500 - SOLID WASTE COLLECTION | | |
| ----- | | |
| HOTSY OF SPOKANE LLC | OPERATING SUPPLIES ACH PMT NO. - 80119997 | 6,071.99 |
| US BANK TRAVEL CARD | LODGING ACH PMT NO. - 80119965 | 225.88 |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80119965 | 17.00 |
| TOTAL FOR 4500 - SOLID WASTE COLLECTION | | 6,314.87 |
| ----- | | |
| 4530 - SOLID WASTE LANDFILLS | | |
| ----- | | |
| ANATEK LABS INC | PROFESSIONAL SERVICES ACH PMT NO. - 80119829 | 5,863.00 |
| NORCO INC | CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80119949 | 444.63 |
| SPOKANE REGIONAL HEALTH DIST | PERMITS/OTHER FEES CHECK NO. - 00596538 | 2,694.03 |
| STARPLEX CORP | ALARM/SECURITY SERVICES ACH PMT NO. - 80119891 | 2,019.60 |
| TOTAL FOR 4530 - SOLID WASTE LANDFILLS | | 11,021.26 |
| ----- | | |
| 4700 - DEVELOPMENT SVCS CENTER | | |
| ----- | | |
| ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING | OPERATING RENTALS/LEASES ACH PMT NO. - 80119985 | 1,905.93 |
| NORTH COUNTRY SERVICES LLC | CONTRACTUAL SERVICES ACH PMT NO. - 80119808 | 890.45 |

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|--|-------------------|
| NORTHWEST WATTAGE PO BOX 562 | PERMIT REFUNDS PAYABLE CHECK NO. - 00596579 | 15.00 |
| PATRIOT ELECTRIC & LIGHTING WILLIAM HART | PERMIT REFUNDS PAYABLE CHECK NO. - 00596577 | 15.00 |
| RYLAND CARTER CONSTRUCTION 8516 N FOREST BLVD | PERMIT REFUNDS PAYABLE CHECK NO. - 00596578 | 382.00 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80119968 | 127.26 |
| TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER | | ----- 3,335.64 |

5100 - FLEET SERVICES FUND

| | | |
|---|---|-----------|
| COLEMAN OIL COMPANY LLC | MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80119978 | 46,159.60 |
| CONNELL OIL INC DBA CO-ENERGY | LUBRICANTS ACH PMT NO. - 80119979 | 888.30 |
| CUMMINS NORTHWEST LLC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80119981 | 11,029.00 |
| EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING | TOWING EXPENSE ACH PMT NO. - 80119986 | 246.34 |
| FABTEC INC | VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00596589 | 4,225.00 |
| HI-LINE ELECTRIC CO | VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00596592 | 2,476.75 |
| INDUSTRIAL WELDING CO INC | EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00596593 | 10,850.95 |
| JIT TRUCK PARTS LLC | VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00596594 | 910.68 |
| KENWORTH SALES COMPANY | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80120002 | 874.71 |
| MEGA WASH LLC | CONTRACTUAL SERVICES ACH PMT NO. - 80120005 | 4,743.62 |
| NAPA AUTO PARTS GENUINE PARTS CO | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80120006 | 15.94 |
| NOVUS AUTO GLASS | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80120009 | 498.46 |
| OWEN EQUIPMENT CO | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80120010 | 285.27 |
| PACWEST MACHINERY LLC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80120011 | 2,803.25 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | |
|--------------------|-------------------------------|
| PAPE MACHINERY INC | EQUIPMENT REPAIRS/MAINTENANCE |
|--------------------|-------------------------------|

| | | |
|--|---|---------------------|
| | ACH PMT NO. - 80120012 | 9,187.82 |
| PAPE MACHINERY INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80120012 | 758.99- |
| POMP'S TIRE SERVICE INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80120014 | 18,583.00 |
| SAFETY KLEEN CORPORATION | HAZARDOUS WASTE DISPOSAL CHECK NO. - 00596599 | 724.50 |
| SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80120018 | 4,785.13 |
| WA STATE DEPT OF REVENUE | VEHICLE REPAIR & MAINT SUPPLY - | 26.79 |
| TOTAL FOR 5100 - FLEET SERVICES FUND | | ----- 118,556.12 |
| 5110 - FLEET SVCS EQUIP REPL FUND | | |
| ----- | | |
| ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING | OPERATING RENTALS/LEASES ACH PMT NO. - 80119985 | 2,967.63 |
| TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND | | ----- 2,967.63 |
| 5200 - PUBLIC WORKS AND UTILITIES | | |
| ----- | | |
| SHI CORP | SOFTWARE MAINTENANCE ACH PMT NO. - 80119958 | 468.48 |
| SPOKANE NEIGHBORHOOD ACTION PARTNERS | CONTRACTUAL SERVICES ACH PMT NO. - 80119888 | 4,218.50 |
| TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES | | ----- 4,686.98 |
| 5300 - IT FUND | | |
| ----- | | |
| CENTURYLINK | TELEPHONE CHECK NO. - 00596574 | 4,286.33 |
| NORTHWEST OPEN ACCESS NETWORK | TELEPHONE ACH PMT NO. - 80119835 | 3,600.00 |
| SHI CORP | IT/DATA SERVICES ACH PMT NO. - 80119958 | 2,520.16 |
| SHI CORP | SOFTWARE MAINTENANCE ACH PMT NO. - 80119958 | 3,704.55 |
| US BANK TRAVEL CARD | LODGING ACH PMT NO. - 80119965 | 664.05 |
| HONORABLE MAYOR AND COUNCIL MEMBERS | | 08/21/23 PAGE 21 |
| PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS: | | |
| ZAYO GROUP HOLDINGS INC | TELEPHONE ACH PMT NO. - 80119970 | 1,912.75 |
| TOTAL FOR 5300 - IT FUND | | ----- 16,687.84 |

| | | |
|---|--|-----------|
| STARPLEX CORP | ALARM/SECURITY SERVICES ACH PMT NO. - 80119961 | 31,818.08 |
| VERTICAL OPTIONS LLC | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80119896 | 697.60 |
| WAXIE SANITARY SUPPLY | OPERATING SUPPLIES CHECK NO. - 00596586 | 2,275.55 |
| TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS | | 35,286.48 |

5903 - PROPERTY ACQUISITION FIRE

| | | |
|--|---|----------|
| L N CURTIS & SONS | PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80119928 | 9,047.28 |
| SIGNS FOR SUCCESS INC | PRINTING/BINDING/REPRO ACH PMT NO. - 80119885 | 564.35 |
| TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE | | 9,611.63 |

6100 - RETIREMENT

| | | |
|-----------------------------|--|--------|
| US BANK TRAVEL CARD | REGISTRATION/SCHOOLING ACH PMT NO. - 80119965 | 925.00 |
| TOTAL FOR 6100 - RETIREMENT | | 925.00 |

6200 - FIREFIGHTERS' PENSION FUND

| | | |
|---|---|-----------|
| DELTA DENTAL OF WASHINGTON | SERVICE REIMBURSEMENT ACH PMT NO. - 80119982 | 3,422.00 |
| MADRONA PEAK LLC GENERATIONS HOME CARE | SERVICE REIMBURSEMENT CHECK NO. - 00596591 | 1,484.02 |
| PREMERA BLUE CROSS OR SPOKANE CITY TREASURER | SERVICE REIMBURSEMENT ACH PMT NO. - 80119881 | 64,061.48 |
| TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND | | 68,967.50 |

6300 - POLICE PENSION

HONORABLE MAYOR
AND COUNCIL MEMBERS

08/21/23
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|-----------|
| CRISTA SENIOR COMMUNITY ASSISTED LIVING | SERVICE REIMBURSEMENT CHECK NO. - 00596588 | 4,700.00 |
| CRISTA SENIOR COMMUNITY ASSISTED LIVING | SERVICE REIMBURSEMENT CHECK NO. - 00596588 | 5,800.00 |
| DELTA DENTAL OF WASHINGTON | SERVICE REIMBURSEMENT ACH PMT NO. - 80119982 | 158.00 |
| PREMERA BLUE CROSS OR SPOKANE CITY TREASURER | SERVICE REIMBURSEMENT ACH PMT NO. - 80119881 | 49,652.23 |
| TERRY CARE GROUP LLC | SERVICE REIMBURSEMENT | |

| | | |
|---------------------------------|-----------------------|--------------------|
| dba MURANO SENIOR LIVING | CHECK NO. - 00596600 | 7,500.00 |
| TERRY CARE GROUP LLC | SERVICE REIMBURSEMENT | |
| dba MURANO SENIOR LIVING | CHECK NO. - 00596600 | 1,600.00 |
| TOTAL FOR 6300 - POLICE PENSION | | ----- 69,410.23 |

6960 - SALARY CLEARING FUND NEW

| | | |
|---|---|-------------------|
| PROFESSIONAL SERVICE BUREAU INC | PROFESSIONAL SERVICE BUREAU CHECK NO. - 00596526 | 3,087.11 |
| TOTAL FOR 6960 - SALARY CLEARING FUND NEW | | ----- 3,087.11 |

| | | |
|--------------|--|-----------------------|
| TOTAL CLAIMS | | ----- 6,286,097.79 |
|--------------|--|-----------------------|



Agenda Sheet for City Council Meeting of:
08/28/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 8/24/2023 |
| Clerk's File # | CPR 2023-0003 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|-------------------------|
| Submitting Dept | ACCOUNTING |
| Contact Name/Phone | MICHELLE MURRAY 6032 |
| Contact E-Mail | MMURRAY@SPOKANECITY.ORG |
| Agenda Item Type | Claim Item |
| Agenda Item Name | 5600-ACCOUNTING-PAYROLL |

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: August 19, 2023.
Payroll check #569705 through check #569967 \$9,365,135.36

Summary (Background)

N/A

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 9,365,135.36

Select \$

Select \$

Select \$

Budget Account

various

#

#

#

Approvals

Dept Head MURRAY, MICHELLE

Division Director WALLACE, TONYA

Finance MURRAY, MICHELLE

Legal PICCOLO, MIKE

For the Mayor JONES, GARRETT

Council Notifications

Study Session\Other

Council Sponsor

Distribution List

Additional Approvals

Purchasing

| | | |
|--|--|--|
| | | |
| | | |
| | | |

PAYROLL RECAP BY FUND
PAY PERIOD ENDING AUGUST 19, 2023

| FUND | FUND NAME | TOTAL |
|-------|--|--------------|
| 0100 | GENERAL FUND | |
| 0030 | POLICE OMBUDSMAN | 13,028.25 |
| 0230 | CIVIL SERVICE | 41,358.64 |
| 0260 | CITY CLERK | 20,668.82 |
| 0320 | COUNCIL | 55,166.47 |
| 0330 | PUBLIC AFFAIRS / COMMUNICATIONS | 32,876.20 |
| 0370 | ENGINEERING SERVICES | 204,292.01 |
| 0410 | FINANCE | 45,464.78 |
| 0430 | GRANTS MNGMT & FINANCIAL ASSIST | 0.00 |
| 0450 | CD/HS DIVISION | 12,950.40 |
| 0470 | HISTORIC PRESERVATION | 7,879.20 |
| 0480 | OFFICE OF CIVIL RIGHTS,EQUITY, & INCLUSION | 4,432.80 |
| 0500 | LEGAL | 134,755.68 |
| 0520 | MAYOR | 24,067.04 |
| 0550 | NEIGHBORHOOD SERVICES | 17,688.80 |
| 05601 | MUNICIPAL COURT | 128,946.10 |
| 0570 | OFFICE OF HEARING EXAMINER | 8,125.61 |
| 0620 | HUMAN RESOURCES | 31,453.37 |
| 0650 | PLANNING SERVICES | 60,648.80 |
| 0680 | POLICE | 2,170,672.52 |
| 0690 | PROBATION SERVICES | 47,063.23 |
| 0700 | PUBLIC DEFENDERS | 95,635.25 |
| 0750 | ECONOMIC DEVELOPMENT | 9,515.20 |
| 0860 | TREASURER | 0.00 |
| | TOTAL GENERAL FUND | 3,166,689.17 |

| FUND | FUND NAME | TOTAL |
|------|--------------------------------|--------------|
| 1100 | STREET | 299,148.41 |
| 1200 | CODE ENFORCEMENT | 65,205.65 |
| 1300 | LIBRARY | 245,152.76 |
| 1380 | TRAFFIC CALMING MEASURES | 2,985.60 |
| 1400 | PARKS AND RECREATION | 520,867.44 |
| 1425 | AMERICAN RESCUE PLAN | 3,579.84 |
| 1460 | PARKING METER | 35,761.15 |
| 1620 | PUBLIC SAFETY & JUDICIAL GRANT | 15,186.86 |
| 1625 | PUBLIC SAFETY PERSONNEL | 226,584.50 |
| 1680 | CD/HS | 66,494.56 |
| 1910 | CRIMINAL JUSTICE ASSISTANCES | 2,186.40 |
| 1970 | EMS FUND | 1,866,570.69 |
| 4100 | WATER | 517,033.32 |
| 4250 | INTEGRATED CAPITAL FUND | 59,791.55 |
| 4300 | SEWER | 648,768.63 |
| 4480 | REFUSE | 661,506.02 |
| 4600 | GOLF | 75,525.61 |
| 4700 | GENERAL SERVICES FUND | 187,476.64 |
| 5100 | FLEET SERVICE | 117,835.72 |
| 5200 | PUBLIC WORKS & UTILITY FUND | 59,393.79 |
| 5300 | MIS | 219,823.79 |
| 5400 | REPROGRAPHICS | 7,814.40 |
| 5500 | PURCHASING | 27,455.22 |
| 5600 | ACCOUNTING SERVICES | 122,832.08 |
| 5700 | MY SPOKANE | 35,483.05 |
| 5750 | PROJECT MANAGEMENT OFFICE | 24,852.16 |
| 5800 | RISK MANAGEMENT | 5,080.00 |
| 5810 | WORKER'S COMPENSATION | 20,816.96 |
| 5830 | SELF-FUNDED MEDICAL/DENTAL | 7,779.40 |
| 5900 | ASSET MANAGEMENT | 41,905.99 |
| 6060 | CITY RETIREMENT | 7,548.00 |
| | TOTAL | 9,365,135.36 |

MINUTES OF SPOKANE CITY COUNCIL

Monday, July 31, 2023

BRIEFING SESSION

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

Roll Call

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

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

Regional Homeless Initiative

Communications and Marketing Director Brian Coddington addressed Council's questions and concerns regarding the Regional Homeless Initiative that City leaders have been working on.

Current Agenda Review

The City Council reviewed the July 31, 2023, Current Agenda.

Suspension of Council Rules

Motion by Council Member Cathcart, seconded by Council Member Wilkerson, **to suspend** Council Rules (for the purpose of adding items to tonight's Legislative Agenda); **carried 4-0.**

Agreement Amendment B with the Salvation Army for Operation of the Trent Resource and Assistance Center (OPR 2023-0017) (Council Sponsor: Council President Kinnear)

Motion by Council member Cathcart, seconded by Council Member Wilkerson, **to defer** Consent Agenda Item No. 14—Agreement Amendment B with the Salvation Army for operation of the Trent Resource and Assistance Center—to August 21; **carried 4-0.**

Addition of Items to the Current Consent Agenda (OPR 2023-0731 through OPR 2023-0733 and OPR 2023-0372)

Motion by Council Member Cathcart, seconded by Council Member Stratton, **to add** the following items to the July 31, 2023, Consent Agenda; **carried 4-0.**

- Items 12.a., 12.b., and 12.c.—Community, Housing, and Human Services Department formula grant agreements with U.S. Department of Housing and Urban Development for: Program Year 2023 CDBG (OPR 2023-0731), Program

Year 2022 ESG (OPR 2023-0732), and HOME Investment Partnerships (OPR 2023-0733)

- Item 13.—Agreement Amendment A with Housing Navigators (Spokane) disbursing Washington State Department of Commerce funding for services for ROW households from July 1, 2023, to June 30, 2025 (OPR 2023-0372)

Contract with Key Code Media, Inc. (OPR 2023-0722) (Relates to Special Budget Ordinance C36419) (Council Sponsors: Council President Kinnear and Council Members Wilkerson and Zappone)

Motion by Council Member Wilkerson, seconded by Council Member Cathcart, to **defer** Consent Agenda Item No. 7—Contract with Key Code Media, Inc. (Kent, WA) for audio video system upgrades to City Council Chambers and the City Council Briefing Center—to August 21, 2023, Agenda; **carried 4-0**.

Special Budget Ordinance C36418 (Council Sponsors: Council Members Wilkerson, Zappone, and Bingle) and Special Budget Ordinance C36419 (Council Sponsors: Council Members Wilkerson and Zappone)

Motion by Council Member Cathcart, seconded by Council Member Wilkerson, to **defer** Special Budget Ordinance C36418 (arising from the need to accept the Washington State budget allocation for Spokane Police Academy expansion) and Special Budget Ordinance C36419 (arising from the need to provide appropriation authority for funding critical service and accessibilities to the community)—to the August 21, 2023, Agenda; **carried 4-0**.

Resolution 2023-0068 (Council Sponsors: Council President Kinnear and Council Member Bingle)

Motion by Council Member Stratton, seconded by Council Member Wilkerson, to **defer** Resolution 2023-0068—of Spokane County, City of Spokane, City of Spokane Valley and Cities of Medical Lake, Airway Heights, Cheney, and Liberty Lake in support of providing leadership and staff support (for the Spokane Regional Collaborative)—to August 28, 2023, Agenda; **carried 4-0**.

Final Reading Ordinance C36417 (As substituted on July 24, 2023) (Council Sponsors: Council Members Bingle and Cathcart)

Motion by Council Member Cathcart, seconded by Council Member Stratton, to **defer** Final Reading Ordinance C36417—relating to Regulations of Residential Rental Housing; adopting a new section 10.57.115 to chapter 10.57 SMC; and repealing SMC 18.08.010, 18.08.020, 18.08.030, 18.08.040, 18.08.050, 18.08.060, 18.08.070, 18.08.080, 18.08.090, 18.08.100, 18.08.110, 18.08.120, 18.08.130, 18.08.140, 18.08.150, and 18.08.160 to chapter 18 of the Spokane Municipal Code; setting an effective date, and declaring an emergency—to the August 21, 2023, Agenda (under Emergency Ordinances); **carried 4-0**.

Advance Agenda Review

There was no Advance Agenda review as the August 7, 2023, City Council Meeting was canceled.

Council Recess/Executive Session

The City Council adjourned at 4:00 p.m. No Executive Session was held. The City Council reconvened at 6:00 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Pledge of Allegiance

The Pledge of Allegiance was led by Council President Kinnear.

Roll Call

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

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

There were no **Council and Committee Reports**.

There were no **Proclamations and Salutations**.

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

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

There were no **Administrative Reports**.

OPEN FORUM

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

- Tanya Comstock
- Ron Walker
- Dennis Flyn
- John Alder
- Sunshine Wigen
- Justice Forral
- Ian Robertson
- Brian Speed

- Will Hulings
- Crystal Burgett
- Steve Corker
- Darin Watkins
- Patrick Blum
- Luke McDonald
- Terri Anderson
- Devin Biviano

CONSENT AGENDA

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

Motion by Council Member Wilkerson, seconded by Council Member Stratton, the City Council **approved Staff Recommendations** for the following items: **carried 4-0:**

Five-year Master Value Blankets for the purchase of new and recycled aggregate materials, to include the recycling of, on an as-needed basis, with:

- a. William Winkler Company (Newman Lake, WA) —\$800,000 (plus tax). (OPR 2023-0716)
- b. Action Materials (Cheney, WA)—\$800,000 (plus tax). (OPR 2023-0717)
(Council Sponsor: Council Member Stratton)

Contract with Northeast Community Center Association (Spokane) from July 1, 2023, through June 30, 2024, for the Northeast Community Center Association Triplex Project, and a request to change the funding source from Community Development Block Grant funds to 1590 funds—\$300,000. (OPR 2023-0718) (Council Sponsor: Council Member Stratton)

Consultant Agreement with KPFF Consulting Engineers, Inc. (Spokane) for Latah Bridge Inspection and Load Rating from August 1, 2023, through December 31, 2023—\$157,000 (plus tax, if applicable). (OPR 2023-0719 / ENG 2023103 / RFQU 5902-23) (Council Sponsor: Council President Kinnear)

Contract with EA Engineering, Science and Technology, Inc., PBC (Hunt Valley, MD) to conduct asset management strategy and program development for the Water and Wastewater Department utilities—\$329,203.73. (OPR 2023-0720 / ENG 2022094 / RFQU 5822-23) (Council Sponsor: Council President Kinnear)

Contract Amendment and Extension with J.R. Swigart Co., Inc. (Pasco, WA) for roof replacement of areas B, C, and D at the Combined Communications Building from August 31, 2023, through November 30, 2023—not to exceed \$315,277.05 (incl. tax, if

applicable). (OPR 2022-0411 / PW ITB 5589-22) (Council Sponsors: Council President Kinnear and Council Member Cathcart)

Low Bid of Combined Construction, Inc. (Mukilteo, WA) for the Maple Street Bridge Deck Rehabilitation project—\$4,704,397. An administrative reserve of \$470,439.70, which is 10% of the contract price, will be set aside. (West Central/Peaceful Valley Neighborhood) (OPR 2023-0721 / ENG 2021089) (Council Sponsor: Council Member Kinnear)

Permission to disburse the new eviction prevention funds from the Washington State Department of Commerce as part of the Consolidated Homeless Grant for Eviction Prevention activities per the RFP committee recommendations—\$2,336,200. (OPR 2023-0723) (Council Sponsor: Council Member Wilkerson)

Not-for-profit Assistance Awards, Round 2, in accordance with the approved Tranche 3 of ARPA Allocations, to 82 local not-for-profit entities—\$2,684,039.36. (OPR 2023-0727) (Council Sponsors: Council Members Wilkerson and Stratton)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through July 21, 2023, total \$10,510,253.13 (Check Nos.: 595832-596010; ACH Nos.: 118681-119030), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$9,949,527.13. (CPR 2023-0002)
- b. Payroll claims of previously approved obligations through July 22, 2023: \$10,344,984.66 (Check Nos.: 569140-569421). (CPR 2023-0003)

City Council Meeting Minutes: July 20 and July 27, 2023. (CPR 2023-0013)

Community, Housing, and Human Services Department formula grant agreements with U.S. Department of Housing and Urban Development for:

- a. Program Year 2023 CDBG—\$3,126,340 revenue. (OPR 2023-0731)
- b. Program Year 2023 ESG—\$277,996 revenue. (OPR 2023-0732)
- c. HOME Investment Partnerships—\$1,409,280 revenue. (OPR 2023-0733) (Council Sponsor: Council President Kinnear)

Agreement Amendment A with Housing Navigators (Spokane) disbursing Washington State Department of Commerce funding for services for ROW households from July 1, 2023, to June 30, 2025—\$694,650. (OPR 2023-0372) (Council Sponsor: Council President Kinnear)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

For action on Special Budget Ordinances C36418 and C36419, see section of minutes under 3:30 p.m. Briefing Session.

There were no **Emergency Ordinances**.

RESOLUTIONS

Resolution 2023-0063 (as substituted on July 24, 2023) (Council Sponsors: Council President Kinnear and Council Members Cathcart and Zappone)

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

Upon 4-0 Roll Call Vote, the City Council **adopted Resolution 2023-0063** regarding the approval of year 2024 traffic calming applications and projects to be paid through the Traffic Calming Measures Fund.

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

Resolution 2023-0064 (Council Sponsors: Council President Kinnear and Council Members Zappone and Cathcart)

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

Upon 4-0 Roll Call Vote, the City Council **adopted Resolution 2023-0064** adopting the revised allocations and project prioritization from the 2024-2025 Two Year Residential Street Maintenance Program utilizing Transportation Benefit District Funding.

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

For action on Resolution 2023-0067, see section of minutes under Hearings.

For action on Resolution 2023-0068, see section of minutes under 3:30 p.m. Briefing Session.

FINAL READING ORDINANCES

For action on Final Reading Ordinance C36408, see section of minutes under Hearings.

For action on Final Reading Ordinance C36414, see section of minutes under Hearings.

Final Reading Ordinance C36415 (Council Sponsors: Council Members Stratton and Wilkerson)

After public testimony and Council commentary, the following action was taken:

Upon 4-0 Roll Call Vote, the City Council **passed Final Reading Ordinance C36415** relating to revenue from cannabis sales, creating a special revenue fund in Article II of Chapter 07.08 of the Spokane Municipal Code, and enacting new section 07.08.159 of the Spokane Municipal Code.

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

Final Reading Ordinance C36416 (Council Sponsors: Council Members Bingle and Zappone)

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

Upon 4-0 Roll Call Vote, the City Council **passed Final Reading Ordinance C36416** renaming a portion of West Dean Avenue from Howard Street to Washington Street to “Joe Albi Way.”.

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

For action on Final Reading Ordinance C36417, see section of minutes under 3:30 p.m. Briefing Session.

FIRST READING ORDINANCES

The following Ordinance was read for the first time, with further action deferred. Public testimony was received on the ordinance.

ORD C36420 Relating to Parks; amending Section 12.06A.040 of the Spokane Municipal Code concerning park rules and regulations, and adding a new section 12.06A.055 to Chapter 12.06A of the Spokane Municipal Code. (Council Sponsors: Council Members Stratton, Cathcart, and Bingle)

For action on First Reading Ordinance C36421, see section of minutes under Hearings.

For action on First Reading Ordinance C36422, see section of minutes under Hearings.

There were no **Special Considerations**.

HEARINGS

Hearing on Vacation of Conklin Street South of 8th Avenue (as requested by the Spokane Housing Authority) and Related First Reading Ordinance C36421 (Council Sponsors: Council President Kinnear and Council Member Wilkerson)

The Spokane City Council held a hearing on the vacation of Conklin Street south of 8th Avenue, as requested by the Spokane Housing Authority. After receiving public testimony, Council and staff commentary was held. The following actions were taken:

Motion by Council Member Cathcart, seconded by Council Member Wilkerson, **to suspend** the Council Rules; **carried 4-0**.

Motion by Council Member Stratton, seconded by Council Member Wilkerson, **to make** this a no-cost vacation; **carried 4-0**.

Upon 4-0 Roll Call Vote, the City Council **approved, subject to conditions** (in the Street Vacation Report dated June 12, 2023) (as amended to make this a no-cost vacation), the vacation of Conklin Street south of 8th Avenue, as requested by the Spokane Housing Authority.

Ayes: Cathcart, Kinnear, Stratton, and Wilkerson

Nos: None

Abstain: None

Absent: Bingle and Zappone

In conjunction with the hearing, Ordinance C36421—Conklin Street south of the south line of 8th Avenue and more particularly described in the ordinance—was read for the first time, with further action deferred.

Hearing on Vacation of the Alley between 4th Avenue and 5th Avenue from Washington Street to Bernard Street (as requested by Koz on West 4th, LLC) and Related First Reading Ordinance C36422 (Council Sponsors: Council President Kinnear and Council Member Wilkerson)

The Spokane City Council held a hearing on the vacation of the alley between 4th Avenue and 5th Avenue, from Washington Street to Bernard Street, as requested by Koz on West 4th, LLC. After receiving public testimony from one individual, Council and staff commentary was held. The following action was taken:

Upon 4-0 Roll Call Vote, the City Council **approved, subject to conditions** (in the Street Vacation Report dated May 23, 2023), the vacation of the alley between 4th Avenue and 5th Avenue from Washington Street to Bernard Street, as requested by Koz on West 4th, LLC.

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

In conjunction with the hearing, Ordinance C36422—vacating the alley between 4th Avenue and 5th Avenue, from the east line of Washington Street to the west line of Bernard Street—was read for the first time, with further action deferred.

Final Reading Ordinance C36414 (Council Sponsors: Council Members Wilkerson and Cathcart)

The City Council held a hearing on Final Reading Ordinance C36414. After public testimony and Council and staff commentary, the following action was taken:

Upon 4-0 Roll Call Vote, the City Council **passed Final Reading Ordinance C36414** relating to Proposal File Z23-112comp, amending Chapter 3, Land Use, and the glossary of the Comprehensive Plan with the goal of incorporating and accommodating middle housing types in all residential areas of the City and improving the overall implementation and effectiveness of vision, values, and policies of the chapter.

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

Hearing on Validated Proposed Initiative No. 2023-4 (Prohibiting encampments near schools, parks, playgrounds, and child care facilities) and Related Final Reading Ordinance C36408 and Related Resolution 2023-0067 (Council Sponsors for RES 2023-0067: Council President Kinnear and Council Member Bingle)

The Spokane City Council held a hearing on the validated Proposed Initiative No. 2023-4 petition signatures filed on behalf of Brian Hansen, petitioner, regarding prohibiting encampments near schools, parks, playgrounds, and child care facilities. In conjunction with the hearing, Ordinance C36408—regarding prohibiting encampments near schools, parks, playgrounds, and child care facilities—was provided a final reading, with further action deferred to the voters.

After public testimony and Council commentary, the following action was taken:

Upon 4-0 Roll Call Vote, the City Council **adopted Resolution 2023-0067** requesting the Spokane County Auditor to hold a special election on November 7, 2023, in conjunction with the scheduled general election to submit to the voters of the City of Spokane a proposition regarding an amendment to the Spokane Municipal Code relating to the prohibition of encampments within one thousand feet of a public or private school, public park, playground, or licensed child care facility.

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

ADJOURNMENT

There being no further business to come before the City Council, the meeting adjourned at 7:59 p.m.

Minutes prepared and submitted for publication in the August 23, 2023, issue of the *Official Gazette*.

Terri Pfister
City Clerk

Approved by Spokane City Council on August 28, 2023.

Lori Kinnear
City Council President

MEETING MINUTES
City of Spokane
City Council Study Session
August 24, 2023

Call to Order: 11:01 a.m.

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

Direct link: <https://vimeo.com/857934920>

Attendance:

Committee Members Present: Council President Kinnear, Council Members Cathcart, Stratton, Wilkerson, Bingle, and Zappone.

Committee Members Absent: none

Agenda Items:

1. Council Interviews of District 2, Position 1 Candidates
 - Presenter:
City Council Members, Staff, and Candidates
 - Action taken:
No action taken. Interviews and discussion only.

Executive Session:

Executive Session Start Time: 12:15 p.m.

Extensions: none

Executive Session End Time: 12:45 p.m.

Attorneys Present: Mike Piccolo

Adjournment:

The meeting adjourned at 12:45 p.m.

Minutes prepared and submitted for publication in the August 30, 2023, issue of the Official Gazette.

Giacobbe Byrd
Director, Council Office

Approved by City Council on August 28, 2023.

Lori Kinnear
City Council President

Attest:

Terri L. Pfister
City Clerk

| | | | |
|---|-----------------------------|---|------------------------------|
| Agenda Sheet for City Council Meeting of* 08/21/2023 Briefing date: 08/21/2023 Status: ADDITIONAL APPROVALS | | Date Rec'd <small>(Clerk use only)</small> | 8/7/2023 |
| | | Clerk's File # | OPR 2023-0017 |
| Submitting Dept*: | | HOUSING & HUMAN SERVICES | Renews # |
| Contact Name & Phone*: | | JENN CERECEDES 6055 | Cross Ref # |
| Contact E-Mail* | | JCERECEDES@SPOKANECITY.ORG | Project # |
| Add'l Docs Attached? <input checked="" type="checkbox"/> | Contract Item | | Bid # |
| Agenda Item Name: <small>Begin with Dept #</small> | | | Requisition # |
| 1680 - TRAC TSA SUBRECIPIENT AGREEMENT AMENDMENT B | | | |
| Agenda Wording*: (25 character max) <input type="checkbox"/> Additional attached? Contract Amendment B with the Salvation Army to increase funding from additional sources under REET 1, Washington State Department of Commerce ROW Funding, and ARPA for the Trent Resource and Assistance Center (TRAC) project. | | | |
| Summary (Background)*: (367 character max.) <input type="checkbox"/> Additional attached? CHHS is requesting to amend the TRAC TSA contract (OPR 2023-0017) by adding \$3.5MM from REET, ARPA, and Department of Commerce Funds. | | | |
| Lease? Yes <input type="radio"/> No <input checked="" type="radio"/> Grant related? Yes <input checked="" type="radio"/> No <input type="radio"/> Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/> | | | |
| Fiscal Impact | | Budget Account <input type="checkbox"/> Additional attached? | |
| Expense | \$ 824,180- \$263,502.85 | # | 1425-58815-57215-54201-97236 |
| Expense | \$ 1,511,497.15 | # | 1700-95589-65410-54201-99999 |
| Expense | \$ 1,164,322.85 \$1,725,000 | # | 1540-95655-65410-54201-99999 |
| Select | \$ | # | |
| Approvals | | Council Notifications (Date) <input type="checkbox"/> None | |
| Dept Head | | Study Session / Other | PIES 7/24 |
| Division Director | | Council Sponsor | Kinnear |
| Finance | | Distribution List (Emails preferred) <input type="checkbox"/> Additional? | |
| Legal | | jcerecedes@spokanecity.org | |
| For the Mayor | | chhsgrants@spokanecity.org | |
| Additional Approvals | | chhsaccounting@spokanecity.org | |
| Purchasing | | kclifton@spokanecity.org | |
| ACCOUNTING - GRAI | | pgrinder@spokanecity.org | |
| Select Dept 2 | | | |
| Select Dept 3 | | | |

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

| | | | | | | | | | |
|---|--|------|--------------|-------|----------------|---------|----------------|--|-----------------------|
| Submitting Department | CHHS | | | | | | | | |
| Contact Name | Jenn Cerecedes | | | | | | | | |
| Contact Email & Phone | jcerecedes@spokanecity.org | | | | | | | | |
| Council Sponsor(s) | CM Kinnear | | | | | | | | |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 | | | | | | | | |
| Agenda Item Name | Amend TRAC contract to add funds | | | | | | | | |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>CHHS is requesting to amend the TRAC TSA contract (OPR 2022-0017) by adding \$3.5MM from REET, ARPA, and Department of Commerce Funds.</p> <p>New \$3.5 million addition</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>ARPA</td> <td style="text-align: right;">\$263,502.85</td> </tr> <tr> <td>REET1</td> <td style="text-align: right;">\$1,511,497.15</td> </tr> <tr> <td>ROW YR2</td> <td style="text-align: right;">\$1,725,000.00</td> </tr> <tr> <td></td> <td style="text-align: right;">\$3,500,000.00</td> </tr> </table> | ARPA | \$263,502.85 | REET1 | \$1,511,497.15 | ROW YR2 | \$1,725,000.00 | | \$3,500,000.00 |
| ARPA | \$263,502.85 | | | | | | | | |
| REET1 | \$1,511,497.15 | | | | | | | | |
| ROW YR2 | \$1,725,000.00 | | | | | | | | |
| | \$3,500,000.00 | | | | | | | | |
| Proposed Council Action | Please approve this amendment | | | | | | | | |
| <p>Fiscal Impact Total Cost: <u>\$5,640,568</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: REET 1 , ARPA, Department of Commerce Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring 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? These funds are to support shelter operations at the TRAC shelter | | | | | | | | | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? CMIS will be used to collect data | | | | | | | | | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? CMIS will be used to collect data | | | | | | | | | |

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

This proposal aligns with the 5 year strategy to end homelessness

AGREEMENT BETWEEN

**CITY OF SPOKANE ("CITY") AND The Salvation Army ("GRANTEE")
CONJUNCTION WITH THE TRENT RESOURCE AND ASSISTANCE CENTER**

| | | | | | |
|--|--------------------------------------|-------------------------------------|---|----------------------------|---|
| 1. Grantee The Salvation Army 30840 Hawthorn Blvd. Rancho Palos Verdes, CA 90275 | | 2. Contract Amount 3,500,000 | | 3. Tax ID 94-1156347 | |
| | | | | 4. UEI# LEAD00FNL8M8 | |
| 5. Grantee's Program Representative Kenneth J. Perine, Major 222 E. Indiana Ave Spokane, WA 99207 509-325-6810 | | | 6. City's Program Representative Jenn Cerecedes 808 W. Spokane Falls Blvd. Spokane, WA 99201 509-625-6055 | | |
| 7. Grantee's Contract Representative Kenneth J. Perine, Major 222 E. Indiana Ave Spokane, WA 99207 509-325-6810 | | | 8. City's Contract Representative Paul Grinder 808 W. Spokane Falls Blvd. Spokane, WA 99201 509-625-6032 | | |
| 9. Grantee's Financial Representative Jill Moffat, Finance Assistant Controller 111 Queen Ave. N Seattle, WA 98109 206-281-1266 | | | 10. City of Spokane Internal Items TRAC SHELTER | | |
| 11. Grantor Award # N/A | | 12. Start Date 9/1/2023 | | 13. End Date 12/31/2023 | |
| 14. Federal Funds YES | | CFDA # 21.027 | Federal Agency US Department of Treasury | | Program Title ARPA |
| 15. Total Federal Award 80,991,104 | 16. Federal Award Date Apr-21 | | 17. Research & Development? N/A | | 18. Indirect Cost Rate 10% MTDC or Federally Negotiated Rate |
| 19. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-approved by Funder | | | 20. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit | | |
| | | | | | |
| | | | | | |

(FACE SHEET)



City of Spokane
AGREEMENT AMENDMENT B
Title: TRAC Shelter Amendment

This Agreement Amendment is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **The Salvation Army**, whose address is 222 E Indiana, Spokane, WA 99207 as (“GRANTEE”).

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Trent Resource and Assistance Center (TRAC); and

WHEREAS, an Agreement Amendment is anticipated and is now being memorialized for this Program in this Amendment; and

WHEREAS, additional funds are necessary to complete the Project, thus the original Agreement needs to formally Amended by this written document; and

WHEREAS, additional funding has been made available under REET 1, Department of Commerce ROW funding, and ARPA; and

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form referenced as part of the original Agreement documents; and

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

1. CONTRACT DOCUMENTS.

The original Agreement, dated January 9, 2023, 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. CONTRACT TERM/PERIOD OF PERFORMANCE.

This Agreement Amendment shall become effective on July 1, 2023.

3. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by **THREE MILLION FIVE HUNDRED AND 0/100 DOLLARS (\$3,500,000.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **NINE MILLION ONE HUNDRED FORTY THOUSAND FIVE HUNDRED AND EIGHTY SIX AND 0/100 DOLLARS (\$9,140,586.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 20} of the original Agreement):

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The undersigned agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- (3) The undersigned further agrees by signing this Agreement that it will include the following required certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions
1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- (5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- (6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes If yes, answer question 2 below.

No If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

| | |
|-------|---------------------|
| Name: | Total Compensation: |
| Name: | Total Compensation: |
| Name: | Total Compensation: |
| Name: | Total Compensation: |
| Name: | Total Compensation: |

The Grantee certifies that the information contained on this form is true and accurate.

By: _____
Title: _____
Date: _____

ATTACHMENT H– ARP/CSLFRF CFDA 21.027 FUNDING
American Rescue Plan (ARP)
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Funding Authority: U.S. Department of Treasury
CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.
Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),
Ethics in Public Services (RCW 42.52),
Covenant Against Contingent Fees (48 CFR Section 52.203-5),
Public Records Act (RCW 42.56),
Prevailing Wages on Public Works (RCW 39.12),
State Environmental Policy Act (RCW 43.21C),
Shoreline Management Act of 1971 (RCW 90.58),
State Building Code (RCW 19.27),
Energy Policy and Conservation Act (PL 94-163, as amended),
Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, “Equal Employment Opportunity,” (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation:

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act—Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Signature, Administrator, or Applicant Agency

Date

print name and title

From: [Pfister, Terri](#)
To: [Cec, Michelle](#)
Subject: FW: Follow up on TRAC Amendment
Date: Tuesday, August 22, 2023 9:40:03 AM
Attachments: TRAC TSA Subcontract Agreement Amendment R.docx
[TRAC Costwork Items Sheet.pdf](#)

From: Cerecedes, Jennifer <jcercedes@spokanecity.org>
Sent: Monday, August 21, 2023 5:16 PM
To: City Council Members and Staff <citycouncil@spokanecity.org>
Cc: McCollim, Kimberley <kmccollim@spokanecity.org>; Jones, Garrett <jones@spokanecity.org>; Pfister, Terri <tpfister@spokanecity.org>; Murray, Michelle <mmurray@spokanecity.org>
Subject: Follow up on TRAC Amendment
Importance: High

Good Afternoon,
 As discussed please see the table below with the breakdown of the monthly costs billed by The Salvation Army. We have received billings through July 31, 2023 and have a balance of \$761,790.89 to cover August costs. The amendment has been updated to reference a change to the scope of work to serve up to 350 adults, and I have created a new face sheet which details the indirect cost rate. Please note the face sheet only requires that we call our federal funding, however federal funding is only one portion of the funding for this contract as noted. We must call it out specifically due to tracking regulations specific to federal funding. Finally, Michelle Murray will be sending over the ARPA Terms and conditions which will be attached to the contract.

Please let me know if you have any questions or concerns.

| Date Invoice Received | Invoice Period | Invoice Number | Operations | Total Major Category #1 | Facilities | Total Major Category #2 | Admin | Total Major Category #3 | Data Collection | Total Major Category #4 | Total |
|-----------------------|----------------------------|----------------|--------------|-------------------------|------------|-------------------------|-------|-------------------------|-----------------|-------------------------|-----------------|
| 2/13/2023 | Nov/Dec 2022 and Jan. 2023 | 001 | 1,839,249.22 | 1,839,249.22 | - | - | - | - | - | - | \$ 1,839,249.22 |
| 3/13/2023 | February 2023 | 002 | 643,250.74 | 643,250.74 | - | - | - | - | - | - | \$ 643,250.74 |
| 4/10/23 | March 2023 | 003 | 711,395.05 | 711,395.05 | - | - | - | - | - | - | \$ 711,395.05 |
| 5/11/23 | April 2023 | 004 | 716,124.16 | 716,124.16 | - | - | - | - | - | - | \$ 716,124.16 |
| 6/13/23 | May 2023 | 005 | 673,530.37 | 673,530.37 | - | - | - | - | - | - | \$ 673,530.37 |
| 7/17/23 | June 2023 | 006 | 808,567.39 | 808,567.39 | - | - | - | - | - | - | \$ 808,567.39 |
| 8/15/23 | July 2023 | 007 | 707,452.43 | 707,452.43 | - | - | - | - | - | - | \$ 707,452.43 |



Jenn Cerecedes | Director
 Community, Housing, and Human Services
 808 W. Spokane Falls Boulevard, Spokane, WA 99201-3342
 O: 509.625.6055 | C: 509.703.0671 | jcercedes@spokanecity.org

I respectfully acknowledge the Indigenous People who have stewarded this land throughout the generations and recognize that the land on which we reside is the unceded and traditional homelands of the Spokane Tribe.

Confidential Notice: This correspondence may be legally privileged and confidential. It is intended for the named addressee(s) only. If you are not the authorized recipient, distribution or copying of this message is strictly forbidden. If you have received this correspondence in error, please notify me immediately and return or destroy this message and any attached files.

Disclosure Notice: All e-mail sent to this address will be received by the Spokane City e-mail system and may be subject to public disclosure under GR31, GR31.1, and Chapter 42.56 RCW, as well as to archiving and review.



Agenda Sheet for City Council Meeting of:

08/28/2023

| | |
|-----------------------|------------|
| Date Rec'd | 8/15/2023 |
| Clerk's File # | ORD C36430 |
| Renews # | |
| Cross Ref # | ORD C36345 |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|---|
| Submitting Dept | PUBLIC WORKS |
| Contact Name/Phone | MARLENE FEIST 625-6505 |
| Contact E-Mail | MFEIST@SPOKANECITY.ORG |
| Agenda Item Type | Special Budget Ordinance |
| Agenda Item Name | 5200 – SBO FOR LAMONTE STREET GRIND AND OVERLAY |

Agenda Wording

The Special Budget Ordinance (SBO) would increase appropriations by \$78,000 to the Traffic Calming Measures Fund and \$100,000 to the Transportation Benefit District Fund for Lamonte Street paving.

Summary (Background)

This SBO is for the purpose of reimbursement to Spokane Public School District 81 for the purpose of a grind and overlay of Lamonte Street from 30th Avenue to 33rd Avenue.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

| | |
|---------|------------|
| Expense | \$ 78,000 |
| Expense | \$ 100,000 |
| Select | \$ |
| Select | \$ |

Budget Account

| | |
|---|------------------------|
| # | 1380-24102-95300-56501 |
| # | 1990-49894-95300-56501 |
| # | |
| # | |

Approvals

| | |
|--------------------------|---------------------|
| Dept Head | MILLER, KATHERINE E |
| Division Director | FEIST, MARLENE |
| Finance | ORLOB, KIMBERLY |
| Legal | PICCOLO, MIKE |
| For the Mayor | JONES, GARRETT |

Council Notifications

| | |
|----------------------------|-----------------|
| Study Session\Other | PIES 6/26/23 |
| Council Sponsor | Kinnear/Zappone |

Distribution List

| |
|---------------------------------------|
| ddaniels@spokanecity.org |
| publicworksaccounting@spokanecity.org |
| eraea@spokanecity.org |
| mfeist@spokanecity.org |
| kemiller@spokanecity.org |
| eschoedel@spokanecity.org |
| ceharris@spokanecity.org |

Additional Approvals

Purchasing

MANAGEMENT & BUDGET

STRATTON, JESSICA

Council Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

| | |
|--|--|
| Submitting Department | Street Department |
| Contact Name | Marlene Feist |
| Contact Email & Phone | mfeist@spokanecity.org |
| Council Sponsor(s) | Council President Kinnear, Councilmember Zappone |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Interlocal Agreement and SBO for the Lamonte Street Paving |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>District 81 approached the city with a request to fund a portion of Lamonte Street just west of the new Sacajawea. In a similar situation to when District 81 was placing a new school along Wellesley at the old Football stadium, the new Sacajawea will focus a significant amount of bus and car traffic along Lamonte, a residential road. Only a portion of the roadway was identified as being District 81's responsibility to provide improvement leaving the remaining roadway in its current condition.</p> <p>City Staff presented to the PIES Committee on June 26th that the \$178,000 cost would come from two funding sources: \$100,000 from CTAB funds and \$78,000 from Traffic Calming funds. An SBO (see attached) is required to aggregate the funds.</p> <p>Since the June 26th PIES meeting, City Staff have met with the School District 81 to develop an Interlocal Agreement (see attached ILA). The agreement identifies the length of the project, from 30th to 33rd along Lamonte Street. The product will be a full width paving that will be reimbursed as a lump sum based on written invoice and supporting documentation.</p> |
| Proposed Council Action | Approve of both the ILA and SBO |
| Fiscal Impact Total Cost: <u>\$178,000</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: Traffic Calming & Transportation Benefit District Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |

What impacts would the proposal have on historically excluded communities?

N/A this proposed funding would be addressing a missing section of roadway that District 81 will be impacting.

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

N/A

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

N/A

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

N/A

ORDINANCE NO C36430

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 Traffic Calming Measures Fund and the Transportation Benefit District 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 Traffic Calming Measures Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$78,000.
- A) Of the increased appropriation, \$78,000 is provided solely for construction of fixed assets.

Section 2. That in the budget of the Transportation Benefit District Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$100,000.
- A) Of the increased appropriation, \$100,000 is provided solely for construction of fixed assets.

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 pave a portion of Lamonte Street per the ILA with District 81, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

08/28/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 8/16/2023 |
| Clerk's File # | ORD C36431 |
| Renews # | |
| Cross Ref # | OPR 2023-0035 |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|--|
| Submitting Dept | MUNICIPAL COURT |
| Contact Name/Phone | SARAH THOMPSON 309-6948 |
| Contact E-Mail | STHOMPSON@SPOKANECITY.ORG |
| Agenda Item Type | Special Budget Ordinance |
| Agenda Item Name | 0560-MUNICIPAL COURT - SBO - DUI GRANT AMENDMENT |

Agenda Wording

Approval for the amended award, which was signed on May 22, 2023 by Howard Delaney and pending final approval by the Office of Traffic Safety. The finalized award letter has been received.

Summary (Background)

The initial award from the Office of Traffic Safety was for \$50,000 to support drug and alcohol testing through the federal fiscal year of September 30, 2023. Due to the amount of drug and alcohol test performed, Municipal Court did not have sufficient funding to cover the tests through September 2023. The Office of Traffic Safety recognized this and increased the award to Municipal Court by \$25,000.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Revenue \$ \$25,000

Expense \$ \$25,000

Select \$

Select \$

Budget Account

1360-91211-99999-33320-99999

1360-91211-12500-54101-99999

#

#

Approvals

| | |
|--------------------------|-------------|
| Dept Head | HARTE, AMY |
| Division Director | LOGAN, MARY |

Council Notifications

| | |
|----------------------------|---------------------------|
| Study Session\Other | Public Safety 7-31-2023 |
| Council Sponsor | CP Kinnear / CM Wilkerson |

| | |
|----------------------|----------------|
| Finance | BUSTOS, KIM |
| Legal | PICCOLO, MIKE |
| For the Mayor | JONES, GARRETT |

| | |
|--------------------------|---------------------------|
| Distribution List | sthompson@spokanecity.org |
| | hdelaney@spokanecity.org |
| | jlargent@spokanecity.org |
| | kbustos@spokanecity.org |

Additional Approvals

| | |
|--------------------------------|-------------------|
| Purchasing | |
| ACCOUNTING - GRANTS | MURRAY, MICHELLE |
| MANAGEMENT & BUDGET | STRATTON, JESSICA |
| | |

Committee Agenda Sheet

Public Safety & Community Health Committee

| | |
|--|---|
| Submitting Department | Municipal Court |
| Contact Name | Sarah Thompson |
| Contact Email & Phone | 509-309-6948 sthompson@spokanecity.org |
| Council Sponsor(s) | CM Kinnear |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min |
| Agenda Item Name | SBO - Office of Traffic Safety Amended Award for Drug and Alcohol Testing |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>DUI Court follows national best practice standards by the National Association of Drug Court Professionals and the National Center for DWI Courts. Both sets of standards recommend drug and alcohol testing at no less than twice per week to assist with accountability and abstinence in the program.</p> <p>The initial award from the Office of Traffic Safety was for \$50,000 to support drug and alcohol testing through the federal fiscal year of September 30, 2023. Due to the amount of drug and alcohol test performed, Municipal Court did not have sufficient funding to cover the test through September 2023. The Office of Traffic Safety recognized this and increased the award to Municipal Court by \$25,000.</p> <p>The amended award was signed on May 22, 2023 by Howard Delaney and pending final approval by the Office of Traffic Safety. The finalized award letter has been received.</p> |
| Proposed Council Action | SBO approval 8/28/23 |
| Fiscal Impact Total Cost: <u>\$75,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Office of Traffic Safety 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? Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community. | |

The purpose of this project is to ensure that participants of DUI Court maintain sobriety, by providing funding to pay for drug and alcohol screening/testing for participants who do not have the financial means to pay for these services.

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?

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multidisciplinary court team.

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 participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funds received will enhance the DUI Court program as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

ORDINANCE NO C36431

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

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$25,000.
 - A) Of the increased revenue, \$25,000 is provided by the Washington Traffic Safety Commission as part of the Impaired Driving Strategic Plan.
- 2) Increase appropriation by \$25,000.
 - A) Of the increased appropriation, \$25,000 is provided solely for procurement of drug tests.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept the Washington Traffic Safety Commission's DUI amended court grant, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

07/31/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 7/21/2023 |
| Clerk's File # | RES 2023-0068 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|---|
| Submitting Dept | CITY COUNCIL |
| Contact Name/Phone | JONATHAN BINGLE 6275 |
| Contact E-Mail | JBINGLE@SPOKANECITY.ORG |
| Agenda Item Type | Resolutions |
| Agenda Item Name | 0320 - REGIONAL HOMELESS AUTHORITY RESOLUTION |

Agenda Wording

A Resolution of Spokane County, City of Spokane, City of Spokane Valley and Cities of Medical Lake, Airway Heights, Cheney, and Liberty Lake in support of providing leadership and staff support for the period of August 1, 2023, through October 15, 2023.

Summary (Background)

The Parties to this Resolution, in March 2023, committed through Legislative Action to a 90-day due diligence period to gather public input and evaluate the options of creating a Spokane Regional Authority for addressing Homelessness. This resolution states the Parties desire to request and commit to the continued services of SRC to work directly with leadership and staff of the Parties during a period of time with the intent of executing said legal documents to create the Regional Authority.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

| | |
|---------|----|
| Neutral | \$ |
| Select | \$ |
| Select | \$ |
| Select | \$ |

Budget Account

| |
|---|
| # |
| # |
| # |
| # |

Approvals

| | |
|--------------------------|----------------|
| Dept Head | BYRD, GIACOBBE |
| Division Director | |
| Finance | |
| Legal | |
| For the Mayor | |

Council Notifications

| | |
|----------------------------|-----------------------|
| Study Session\Other | PSCHC 7/31 |
| Council Sponsor | Kinnear & Bingle |
| Distribution List | |
| | gbyrd@spokanecity.org |

Additional Approvals

| | |
|-------------------|--|
| Purchasing | |
| | |
| | |
| | |

RESOLUTION NO. 2023-0068

A Resolution of Spokane County, City of Spokane, City of Spokane Valley and Cities of Medical Lake, Airway Heights, Cheney, and Liberty Lake in support of providing leadership and staff support for the period of August 1, 2023, through October 15, 2023.

WHEREAS, the Parties to this Resolution, in March 2023, committed through Legislative Action to a 90-day due diligence period to gather public input and evaluate the options of creating a Spokane Regional Authority for addressing Homelessness; and

WHEREAS, the Spokane Regional Collaborative (SRC), comprised of principles Gavin Cooley, Theresa Sanders and Rick Romero, agreed to donate their time and services to the Parties to complete this 90-day due diligence work; and

WHEREAS, that 90-day due diligence work was completed by SRC on June 28, 2023, with the presentation of a set of recommendations and draft legal documents, for the creation of a Spokane Regional Authority for Homelessness, Housing, Health and Safety; and

WHEREAS, the Parties have determined that advancing a joint and cooperative undertaking to coordinate services within an equitable operational framework will enable and facilitate joint planning, program funding and establishing standards for and accountability of programs, thereby improving the delivery of homelessness, affordable housing and behavioral health services and enhancing outcomes for those receiving such services in Spokane County; and

WHEREAS, the Parties desire to delve further into the details of funding, staffing, contracts and governance, in order to execute and/or enhance the legal documents that have been provided by SRC; and

WHEREAS, the Parties desire to request and commit to the continued services of SRC to work directly with the leadership and staff of the Parties during the period of August 1, 2023 through October 15, 2023 with the intent of executing said legal documents to create the Regional Authority; and

NOW, THEREFORE, the Parties hereby agree as follows:

Upon execution of this Resolution, the Parties agree to commit to SRC the following leadership and staff support pursuant to the effort:

- A. Access to and full support from leadership and staff as reasonably practicable from relevant departments and divisions of the Parties to this Resolution.

- B. Access to the appropriate data systems and full support as reasonably practicable of the staff relevant to homelessness, affordable housing and behavioral health data from the Parties to this Resolution.
- C. Access and full support as reasonably practicable from the appropriate accounting staff relevant to all funding identified in Section No. 5 of the draft Interlocal Agreement (ILA) proposed by SRC on June 28, 2023.
- D. Access and full support as reasonably practicable from the appropriate legal staff relevant to the contracts referenced in Section No. 5 of the draft ILA proposed by SRC on June 28, 2023.
- E. Continuation of the Elected and Leadership Committee that has been convening during the 90-day due diligence period, which will continue meeting every other Thursday until execution of the legal documents to create the Regional Authority.

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

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
08/28/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 8/18/2023 |
| Clerk's File # | RES 2023-0074 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|--|
| Submitting Dept | CITY COUNCIL |
| Contact Name/Phone | GIACOBBE BYRD 6715 |
| Contact E-Mail | GBYRD@SPOKANECITY.ORG |
| Agenda Item Type | Resolutions |
| Agenda Item Name | 0320 - RESOLUTION APPOINTING CITY COUNCIL MEMBER DISTRICT 2 POSITION 1 |

Agenda Wording

A Resolution appointing _____ to fill the position of Spokane City Council Member, District 2, Position 1 vacated by Lori Kinnear.

Summary (Background)

City Council adopted Resolution 2023-0060 on July 17, 2023 appointing Lori Kinnear to fill the position of Council President vacated by Breean Beggs, which created a vacancy in Council Member, District 2, Position 1. If amended, this resolution would fill that vacancy.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

| | |
|---------|----|
| Neutral | \$ |
| Select | \$ |
| Select | \$ |
| Select | \$ |

Budget Account

| |
|---|
| # |
| # |
| # |
| # |

Approvals

| | |
|--------------------------|----------------|
| Dept Head | BYRD, GIACOBBE |
| Division Director | |
| Finance | |
| Legal | |
| For the Mayor | |

Council Notifications

| | |
|----------------------------|-----------------------|
| Study Session\Other | 8/28 PIES |
| Council Sponsor | CP Kinnear |
| Distribution List | |
| | gbyrd@spokanecity.org |

Additional Approvals

Purchasing

| | |
|--|--|
| | |
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| | |

RESOLUTION NO. 2023-0074

A Resolution appointing _____ to fill the position of Spokane City Council Member, District 2, Position 1 vacated by Lori Kinnear.

WHEREAS, City Council adopted Resolution 2023-0060 on July 17, 2023 appointing Lori Kinnear to fill the position of Council President vacated by Breean Beggs; and

WHEREAS, Lori Kinnear's appointment to Council President created a vacancy in Council Member, District 2, Position 1.

WHEREAS, the Spokane City Charter section 8(C) states, "A vacancy on the council of a council member elected by district shall be filled by the selection of a qualified person, resident in the district in which the vacancy occurs, by majority vote of the remaining members of the council. The appointee so selected holds office until the next general municipal election at which election a person is elected to the office for the unexpired term, or for the next full term, as the case may be"; and

WHEREAS, City Council adhered to the Charter requirements as well as the process established in Council Rule 7.1 in filling the City Council Member, District 2, Position 1 vacancy; and

WHEREAS, applications for the vacant City Council Member position opened on Tuesday, July 18, 2023 and the deadline for interested parties to submit their applications to be considered for the vacant City Council Member seat was 5:00 P.M. on Friday, August 4, 2023; and

WHEREAS, the City Clerk received nine (9) applications for the vacant position; and

WHEREAS, Council conducted interviews based on Council Member prioritization of the applicants at their regularly scheduled Study Session on Thursday, August 24, 2023; and

WHEREAS, Resolution 2023-0060 stated that Council intends to consider a resolution appointing the District 2, Position 1 Council Member on Monday, August 28, 2023; and

WHEREAS, in accordance with RCW 29A.24.020, the person who wins the current election for City Council Member, District 2, Position 1 will take office upon certification of the election results by the County Auditor, which is expected to occur on November 28, 2023.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council in compliance with the City Charter and Council Rules, elects to appoint _____ to serve as City Council Member, District 2, Position 1 until certification of the election results by the County Auditor in accordance with RCW 29A.24.020; and

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

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
08/28/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 8/25/2023 |
| Clerk's File # | RES 2023-0075 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|---|
| Submitting Dept | CITY COUNCIL |
| Contact Name/Phone | CHRIS WRIGHT 6210 |
| Contact E-Mail | CWRIGHT@SPOKANECITY.ORG |
| Agenda Item Type | Resolutions |
| Agenda Item Name | 0320 - RESOLUTION REGARDING REGIONAL AUTHORITY FOR HOMELESSNESS |

Agenda Wording

A RESOLUTION concerning the proposal by the Spokane Regional Collaborative for a Spokane Regional Authority for Homelessness, Housing, Health And Safety.

Summary (Background)

This resolution outlines Council's expectations for engaging in future discussions on a regional authority on homelessness. See attached letters from the Spokane Regional Continuum of Care Board, CHHS Board, and Spokane Homeless Coalition.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

| | |
|---------|----|
| Neutral | \$ |
| Select | \$ |
| Select | \$ |
| Select | \$ |

Budget Account

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| # |
| # |
| # |
| # |

Approvals

| | |
|-----------------------------|----------------|
| Dept Head | BYRD, GIACOBBE |
| Division Director | |
| Finance | |
| Legal | |
| For the Mayor | |
| Additional Approvals | |
| Purchasing | |
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| | |
| | |

Council Notifications

| | |
|----------------------------|----------------------------|
| Study Session\Other | N/A |
| Council Sponsor | CP Kinnear & CM Stratton |
| Distribution List | |
| | gbyrd@spokanecity.org |
| | cwright@spokanecity.org |
| | nocheltree@spokanecity.org |
| | |
| | |
| | |

RESOLUTION NO. 2023-0075

A RESOLUTION concerning the proposal by the Spokane Regional Collaborative for a Spokane Regional Authority for Homelessness, Housing, Health and Safety.

WHEREAS, on February 27, 2023, the City Council adopted Resolution 2023-0018, approving in principle a 90-day due diligence period during which the Spokane Regional Collaborative (SRC) would explore the feasibility of creating a regional authority to address homelessness in Spokane County, including the City of Spokane and neighboring municipalities; and

WHEREAS, the City of Spokane initially joined Spokane County and the cities of Spokane Valley, Medical Lake, Airway Heights, and Cheney, all later joined by the City of Liberty Lake, in support of the SRC effort; and

WHEREAS, the 90-day due diligence work was completed by SRC on June 28, 2023, and the SRC presented a set of recommendations and draft legal documents for the creation of a public corporation pursuant to RCW 35.21 and RCW 39.34.030, designated the “Spokane Regional Authority for Homelessness, Housing, Health, and Safety” (hereafter the “regional authority”), which said documents included a proposed interlocal agreement (“ILA”) that would commit the City of Spokane to long-term participation in the regional authority; and

WHEREAS, the City Council is generally supportive of a joint and cooperative undertaking to coordinate and provide homeless and housing services within the Spokane region, and agrees that a regional authority, if properly configured and its operational expenses fairly apportioned, could improve the delivery of homelessness, affordable housing and behavioral health services and could enhance outcomes for those receiving such services in Spokane County; and

WHEREAS, the SRC presented the City Council, along with other legislative bodies of Spokane County and municipalities with Spokane County, a draft resolution styled “ A Resolution of Spokane County, City of Spokane, City of Spokane Valley and Cities of Medical Lake, Airway Heights, Cheney, and Liberty Lake in support of providing leadership and staff support for the period of August 1, 2023, through October 15, 2023” (hereafter, the “SRC Resolution”), and whereby pursuant to the SRC Resolution the City Council would consent to making City of Spokane data, resources and personnel available to the SRC; and

WHEREAS, on July 31, 2023, the City Council deferred adoption of the SRC Resolution based in part on concerns regarding a lack of full, regular, and timely accounting of all costs, funding and outcomes associated with the City’s commitment of resources and personnel to housing and homelessness initiatives, including all costs associated with the Trent Resource and Assistance Center (“TRAC”); and

WHEREAS, the City’s administration has been unable to provide to the City Council a complete accounting of all costs, funding and outcomes associated with the City’s investment in housing and homelessness initiatives, including all costs associated with TRAC; and

WHEREAS, on August 3, 2023, the Mayor of Spokane issued Executive Order 2023-002, committing city leadership and staff support to the SRC with the intent of creating a regional authority for housing and homelessness; and

WHEREAS, the City Council agrees, in principle, with providing the SRC such information regarding the City's funding of programs such that the SRC can further develop the details of funding, staffing, contracts and governance of the proposed regional authority, and further agrees that sharing of City data can inform the final drafting and execution of the legal documents necessary to form the Authority under RCW 35.21 and RCW 39.34; and

WHEREAS, while willing to explore the creation of a regional authority, the City Council recognizes that creation of such authority and the City's participation in it requires a detailed, unhurried and deliberative process, and the City Council views the current timelines established by the SRC for both creation of the regional authority and the City's commitment to be unrealistic; and

WHEREAS, no mechanism has been identified by the SRC or Executive Order 2023-002 to determine the type and classification of City data to be shared with the SRC, and whether sharing of such data will require written agreement under RCW 39.34.240 or otherwise require special protocols for redaction and sharing under RCW 42.56, nor is there any formal understanding regulating the SRC's use and sharing of said data; and

WHEREAS, the City of Spokane's Community, Health and Human Services department is understaffed and confronted with numerous existing challenges, and consequently is not currently equipped to provide data and personnel to the SRC on an accelerated basis; and

WHEREAS, any effort to combat homelessness and housing issues in Spokane is heavily dependent on the efforts of outside providers with expertise in providing homelessness, affordable housing, and behavioral health services, many of whom have expressed concerns about a regional authority and its initial governing principles, and whose input on the formation and operation of a regional authority must be considered by the City Council as it deliberates on the wisdom of participating in the regional authority; and

WHEREAS, the Continuum of Care Board, CHHS Board, Homeless Coalition, and Experience Matters Spokane, all with expertise in homelessness, housing and behavioral health services and the related funding for such services, have submitted to the City Council their suggestions on the proposed regional authority, which must inform the final configuration of the regional authority, and whose written statements are attached to this resolution;

WHEREAS, pursuant to RCW 39.35.030, the City of Spokane's participation in any regional public authority can only be approved by the City Council of the City of Spokane, as the legislative body of the City of Spokane pursuant to Section 5 of the Spokane City Charter; and

WHEREAS, the City Council believes the better approach for a regional effort to end homelessness and improve housing availability is to commit to formation of a regional authority via a limited, short-term ILA, solely for purposes of allowing its governing board, initial personnel and interested providers an opportunity to identify the long-term operational, financial, and programmatic needs of the regional authority, including its sources of revenue; and

WHEREAS, once an existing regional authority and its governing board, initial personnel and interested providers have an opportunity to provide to participating jurisdictions detailed recommendations (along with any revised governance documents) relating to the proposed regional authority, all participating jurisdictions, including the City of Spokane, can then decide whether to participate in the regional authority on any long-term basis; and

WHEREAS, the City Council is willing to endorse a short-term commitment to a regional authority, and willing to provide short-term funding for its operations, based on certain terms and conditions set forth herein; and

WHEREAS, notwithstanding Executive Order 2023-002, the City Council wishes to establish clear limitations on the sharing of City data and personnel with the SRC to ensure that such sharing of information is consistent with state and local law, and is consistent with the information shared with the City Council with respect to its deliberations regarding the proposed regional authority and overall funding of its homelessness, housing, public safety, or health programs; and

WHEREAS, considering Executive Order 2023-002 and the expectations it creates about the intentions of the City of Spokane within and among the other jurisdictions asked to participate in the Authority, it is essential for the City Council to express its views on the extent and timing of the City's participation in the Authority.

NOW, THEREFORE, BE IT RESOLVED that, notwithstanding Executive Order 2023-002, the City Council will not undertake to evaluate or approve the City's participation in any regional authority unless any and all City statistical data, information, accounting, financial or other information pertaining to its homelessness, housing, public safety or health programs, personnel and strategies that is shared with either the SRC or any persons or entity working in furtherance toward the study, creation, and/or funding of the Authority is fully and simultaneously shared with the City Council; and

BE IT FURTHER RESOLVED, that if Spokane County, the City of Spokane Valley, and other potential participating jurisdictions enter a short-term commitment to a regional authority, and also commit to an initial investment of start-up funds for the regional authority in year 2024, the City of Spokane, through its City Council, is willing to commit to short-term participation in a regional authority and commit to an equal investment of start-up funds for the regional authority on the following terms:

- The SRC identifies the amount of funding needed in 2024 to operate the regional authority on a temporary basis, provides a detailed budget for operations through December 31, 2024, and identifies the expected start-up contribution from each

- jurisdiction, all in a form acceptable to the City Council;
- The existing draft ILA is revised to conform to the short-term commitment of the City of Spokane and other jurisdictions, in a form acceptable to the City Council and with the expectation that participating jurisdictions will approve the revised ILA by January 1, 2024;
 - The existing draft charter is revised to confine the primary scope of the regional authority to housing and homelessness issues, and to limit its interest in public safety and criminal detention;
 - The existing draft charter of the regional authority is revised to provide that Non-Elected Sector Board Members for the regional authority will be selected by the Governing Board based on nominations from the non-elected sector;
 - The existing draft charter shall be revised to provide that, notwithstanding any other provisions in the Charter or the ILA, each participating jurisdiction shall have the right to withdraw from the regional authority based on any changes in state and federal law that alter or restrict the governing structure or powers of the Governing Board;
 - The existing draft charter of the regional authority is revised as necessary to ensure the regional authority does not assume any indebtedness until execution of a permanent ILA;
 - The existing draft charter of the regional authority is revised as necessary to ensure no substantive decisions or actions of the regional authority, including hiring of permanent personnel, are made until there is a full complement of board members from the Non-Elected Sector;
 - Article XV, Section 4 of the draft charter is revised to provide all participating jurisdictions a right of inspection, examination, auditing and copying equal to rights granted to Spokane County;
 - From the date of this resolution, the SRC, and later the regional authority governing body, provides monthly, in-person updates to the City Council and the Mayor of the formation, operational terms, and long-term planning efforts of the regional authority;

BE IT FURTHER RESOLVED the City Council will consider participation in a regional authority after 2024, and execution of permanent ILA, only after the following:

- Detailed and realistic plan for operations and funding of the regional authority acceptable to the City Council;
- Development and adoption of bylaws of the regional authority acceptable to the City Council and that ensure transparency, accountability, and efficiency in the decision-making structure;
- Comprehensive and informed plan for funding of the regional authority independent of restricted grant funds;
- Comprehensive, fair, and informed plan for transfer of current program funding of all jurisdictions;
- Comprehensive, informed, and fair plan for transfer of employees of the City of Spokane to regional authority;

BE IT FURTHER RESOLVED, the City Council reserves the right to elect not to remain a participating jurisdiction in the regional authority after the year 2024, and reserves the right to withdraw from any commitment to a regional authority prior to execution of a permanent ILA; and

BE IT FURTHER RESOLVED, that the City Council reserves the right to condition any approval of a permanent ILA on a detailed plan to relieve the City of the operational and capital expenses associated with TRAC sometime in the year 2024.

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

City Clerk

Approved as to form:

Assistant City Attorney

CoC Board Recommendations

To Spokane Unite,

The Spokane Regional Continuum of Care (CoC) mission is to make homelessness rare, brief, and non-reoccurring in our area by fostering shared responsibility among stakeholders and coordinating resources essential to the success of local plans to end homelessness. The CoC vision is to bring together resources and resourceful people who create a community where everyone has a safe, stable place to call home.

In a collective effort to address and engage in the CoC mission and values, the CoC board acknowledges the proposed shared responsibility of Spokane Unite as it engages in the homeless service delivery system over the past 90-days. As the creation of a community lead Public Development Authority (PDA) will have overlapping impacts on the operating structure of the homeless system as a whole. The CoC board sets forth the following recommendations and expectations as Spokane Unite develops a PDA, with the potential expectation of entering a competitive RFP process as a qualified Collaborative Applicant (CA) for the CoC Board:

- Facilitate adherence to the preexisting responsibilities, reporting terms, major deliverables, and activities of the CoC MOU agreement with current Collaborative Applicant and CMIS MOU agreement.
- Compliance to a non-conflicted competitive RFP process.
- PDA to provide appropriate human resources for transfer of knowledge or merge current Collaborative Applicant overhead into PDA operational structure.
- PDA to maintain compliance with HUD CoC board and CA obligations, maintaining autonomy from the PDA leadership board as it relates to CoC HUD funded projects.
- To have CoC representation as a voting member on the PDA leadership board.
- Designated CoC board representatives will participate in the PDA selection process of a CEO.
- The designated CEO and CoC board will jointly review and score qualified applicants for representation on the PDA leadership board outside of municipal representation.
- PDA to review and consolidate CoC board survey outcomes as it relates to CA performance and provide actionable steps for performance improvement.

The CoC board acknowledges and appreciates Spokane Unites dedication and service to our most vulnerable community members, thank you for your time and efforts.

Continuum of Care Board

Community Housing and Human Services Board
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

August 24, 2023

Spokane City Council Office
City Hall, 7th Floor
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Subject: CHHS Board Recommendations for the Proposed Spokane Regional Homelessness PDA

Dear Spokane City Council,

As the voluntary citizen advisory board created by Spokane Ordinance No. 35707 to guide Spokane's community, housing, and human services, we have closely monitored the proposed establishment of a Spokane Regional Public Development Authority for Homelessness. We agree that a reduction in homelessness can be achieved more effectively through a regional approach. The recent proposal points out many challenges our community is facing. However, we are concerned that the current proposal fails to address how these challenges will actually be better addressed by a PDA than the infrastructure already in place. Before voting to join this regional authority, the CHHS Board respectfully requests that the concerns listed below be addressed.

1. The current timeline is too accelerated to determine if a PDA is the best option for our community, let alone get a PDA setup correctly. Allow 18 months for the appropriate planning and systems analysis.
2. An assessment of what's currently broken with the existing system and how we fix it needs to be provided to ensure that a new system will not recreate ineffective processes. A better understanding of the cost benefit analysis of establishing a new PDA versus improving the existing system is needed.
3. Evaluating the extent of regional collaboration currently taking place is needed. This should include if current collaboration is sufficient or where it falls short, and what we could do to enhance regional collaboration efforts. A valuable contribution would be to unify the City 5yr Consolidated Plan, the County 5yr Consolidated Plan, and the City/County 5yr Strategic Plan to End and Prevent Homelessness (not to mention homelessness projects like Built for Zero) into a single master plan that will satisfy all agencies and that we can all work from together.

4. An informed budget to support the functions and responsibilities of the proposed Authority has not been provided. Specifically, an explanation of the cost of implementing the new Authority and details about where the funding will originate from, whether that's federal, state, local, or private sources, is needed.
5. The proposed decision-making structure of the PDA and for the allocation of resources has not been adequately reasoned or debated. Transparency, accountability and efficiency in the decision-making process should be prioritized.
6. The current proposal does not demonstrate an accurate understanding of the CHHS funding sources, or the requirements imposed on the use of funds from those funding sources. Administration of grants and managing the funding received by the City from various sources is complex and regulated. The current proposal has no regard for these funding requirements or the funding cycles. Transparent communication with HUD and other funding partners is needed.
7. A plan needs to be provided for the preservation of current CHHS staff who hold important institutional knowledge that is critical for navigating the complexity of restrictions and specified purposes for the use and distribution of funds that the City of Spokane's CHHS department manages.
8. There is no new money included in the proposal for the PDA. Our community already doesn't have enough money to fund existing shelters, we certainly don't have money for the establishment of a PDA. Grant funds cannot be earmarked for creating a regional PDA. We must follow the regulations for spending CHHS funds.
9. Scope creep of the proposed PDA needs to be addressed. The community was invited into a discussion about a Regional Authority on Homelessness, but we were presented with a PDA that would take on the affordable housing funding and unexplained health and safety funding. While we recognize that all of these areas are connected and overlap, research and evidence needs to be provided that all of these funding sources would be better administered through this single source.
10. The utilization of detention as specified in the proposal must be better defined or omitted. It is imperative that we understand what is meant by detention in terms of the criminal justice implications, the services that would be provided, the resources that would be allocated, and how this would be funded. Criminalization of homelessness does not address the causes of homelessness, and policies must reflect intended outcomes that provide positive improvements for all affected parties.

We must keep moving ahead while the planning for long term solutions and a regional approach is being pursued. Our community has current, pressing needs that the City has an obligation to address, including preparing for the cold season. CHHS staff and service providers are preparing for the HOME, HOME ARP, CDBG, and HHOS funding cycles, totaling \$16.3M annually. Review of

proposals is set for this fall and many of these funds are under strict timeliness rules that could endanger future funding if those requirements are not met. The city hired a highly competent manager in Jenn Cerecedes. In turn, Jenn has hired a full complement of staff and is turning around the challenges that she inherited upon taking the job (such as the timeliness of executing service provider contracts and conducting the required evaluation of contractors). We need these people, highly technical and well trained, to continue the good work they are doing to get us on the right track with Commerce, HUD and other funding sources, and to meet our regulatory requirements, otherwise the continued revenue cannot be ensured.

The CHHS Board welcomes collaboration with our elected officials and Spokane Unite to make a significant and lasting impact on homelessness in our region. We appreciate your attention to our concerns and recommendations and look forward to contributing to the success of this important initiative.

Sincerely,



Jeri Rathbun

Board Chair

Community Housing and Human Services Board

City of Spokane

jrathbun@spokanecity.org



Education - Advocacy - Support - Networking - Sharing of Resources

www.spokanehc.com

Dear Spokane Unite,

The Spokane Homeless Coalition (SHC) is a coalition comprised of community stakeholders representing multiple organizations, residents, volunteers, those with lived experience and service providers who compassionately care in the front lines, facilitating service delivery to those disenfranchised from the system and experiencing houselessness. The SHC is primarily utilized as an educational platform, sparking collaborative conversations around opportunities for advocacy and system support. The SHC collectively, is a proactive network of providers who routinely engage in the sharing of resources around a high-risk population group.

As Spokane Unite develops a Public Development Authority, our hope as the SHC leadership is that you take into consideration the following recommendations as you develop a PDA which will impact our SHC members (1300+). The following recommendations include:

- An appointed PDA leadership board member is required to attend SHC meetings, the first Thursday of each month.
- The designated PDA CEO utilizes the SHC as the primary communication platform for monthly updates as it relates to homelessness and the affiliated system impacts.
- SHC representative is designated as having a seat on the stakeholder committee group developed by the PDA.
- SHC representative sits on the PDA leadership board as a non-voting member for consultative support related to system impacts.
- Relating to PDA awarded RFP applications, organizations awarded are required to utilize SHC as the educational platform to inform service providers of awarded service and implications on the system change.
- The PDA provides appropriate technology to record SHC monthly meetings.

Thank you for your consideration,

Dr. Robert Lippman, DBH, MSW
Spokane Homeless Coalition - Chair

robert.lippman@providence.org

He/Him/His





Agenda Sheet for City Council Meeting of:
08/21/2023

| | |
|-----------------------|------------|
| Date Rec'd | 8/2/2023 |
| Clerk's File # | ORD C36424 |
| Renews # | |

| | | | |
|---------------------------|------------------------------|----------------------|-----------------|
| Submitting Dept | PUBLIC WORKS | Cross Ref # | C35964 & C35963 |
| Contact Name/Phone | MARLENE FEIST 625-6505 | Project # | |
| Contact E-Mail | MFEIST@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | First Reading Ordinance | Requisition # | |
| Agenda Item Name | 4100 – WATER RATES ORDINANCE | | |

Agenda Wording

An ordinance relating to the rates of the Water & Hydroelectric Department, amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, and 13.04.20161; to chapter 13.04 of the

Summary (Background)

The ordinance reflects no annual increase to water rates for 2024. Public Works will promote a plan to complete a three-year rate setting process for 2025 through 2027.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

| | | |
|--------|----|---|
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |

Budget Account

Approvals

| | |
|--------------------------|---------------------|
| Dept Head | FEIST, MARLENE |
| Division Director | FEIST, MARLENE |
| Finance | ALBIN-MOORE, ANGELA |
| Legal | SCHOEDEL, ELIZABETH |
| For the Mayor | JONES, GARRETT |

Council Notifications

| | |
|----------------------------|-------------------------|
| Study Session\Other | Finance 6/17/23 |
| Council Sponsor | Kinnear/Bingle/Stratton |

Additional Approvals

| | |
|-------------------|---------------------------|
| Purchasing | eraea@spokanecity.org |
| | eschoedel@spokanecity.org |
| | kemiller@spokanecity.org |
| | mfeist@spokanecity.org |



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Spokane Municipal Code; and setting an effective date.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

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Distribution List

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Committee Agenda Sheet

Finance Committee

| | |
|---|--|
| 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: 15 Minutes |
| Agenda Item Name | Utility Rates for 2024 |
| Summary (Background) | <p>Approved rates for the City of Spokane’s water, wastewater and solid waste utilities extend through the end of 2023. Public Works will present its proposal for updating rates for 2024.</p> <p>The proposal remains firmly committed to our rate-setting principles with a keen eye on affordability for all customers. We have a particular need to manage increased hard costs in Solid Waste that this proposal will address.</p> <p>PW also will promote a plan to complete a three-year rate setting process for 2025 through 2027. That look would include information from other work that is currently under way, including the cost of service analysis for water and wastewater, the finalization of GFC rate structures, the completion of a comprehensive water capital plan, and an ongoing analysis of costs in solid waste.</p> |
| Proposed Council Action & Date: | Approve utility rates for 2024; action anticipated in August 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 <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible.</p> <p>The City’s utilities serve all customers. Bill support is available for low-income seniors and disabled individuals and through the U-Help program, along with remaining support as a result of the</p> | |

pandemic. Also, customers can reduce their monthly bills by recycling more and making choices about their indoor and outdoor water usage.

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?

Budgets will be analyzed to ensure that costs of services are covered.

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 the Comprehensive Plan, utility capital plans and budgets.

ORDINANCE NO. C36424

AN ORDINANCE relating to the rates of the Water & Hydroelectric Department, amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, and 13.04.20161; 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 13.04.2002 is amended to read as follows:

13.04.2002 City Residence Rates

A. Single-family Residence – Basic Charge.

- 1. Within the City limits, the basic monthly service charge for each single-family residence where the water is being used or water is available to the property shall be:

a.

| | | | |
|-------------------------|-------------------------|-------------------------|----------------|
| ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| (((\$17.72)) | (((\$18.23)) | (((\$18.76)) | <u>\$18.76</u> |

- b. Unless otherwise provided, for two or more single-family residences on one meter, the above service charge shall apply for each residence.
- 2. For purposes of this chapter, a "single-family residence" or "equivalent residential unit" designation applies to each self-contained, stand-alone living unit with at least one:
 - a. kitchen or cooking area room, which must include a sink;
 - b. bathroom, which must include a toilet, bathtub, and sink or a toilet, shower, and sink.
 - c. a separate entrance that does not require residents to co-mingle.

B. Consumption Charge.

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

| Monthly Water Usage (in cubic feet) | Rate Per Hundred Cubic Feet | | | |
|--|--------------------------------|---------------------------|---------------------------|-----------------|
| | ((2021)) | ((2022)) | ((2023)) | 2024 |
| Zero up to 600 | ((\$0.3382)) | ((\$0.3481)) | ((\$0.3581)) | <u>\$0.3581</u> |
| Greater than 600 up to 1,200 | ((\$0.7156)) | ((\$0.7363)) | ((\$0.7577)) | <u>\$0.7577</u> |
| Greater than 1,200 up to 2,500 | ((\$0.9627)) | ((\$0.9906)) | ((\$1.0193)) | <u>\$1.0193</u> |
| Greater than 2,500 up to 4,500 | ((\$1.2361)) | ((\$1.2719)) | ((\$1.3088)) | <u>\$1.3088</u> |
| Greater than 4,500 | ((\$1.5435)) | ((\$1.5883)) | ((\$1.6344)) | <u>\$1.6344</u> |

C. No vacancy allowance will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water is shut off at the City valve by the water and hydroelectric services department upon proper request in writing.

D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a daycare facility:

1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
2. licensed as such by the state department of social and health services; and;
3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 2: That SMC section 13.04.2004 is amended to read as follows:

13.04.2004 City Commercial and Industrial Rates

A. These rates apply to commercial and industrial customers and to all other customer premises not specifically identified on City utilities billing records as single-family residences or PUDs. The rates are for service inside the city limits of the City of Spokane.

1. Size of Service / Meter Charge Per Month.

| Size of Service | Meter Charge Per Month |
|-----------------|------------------------|
|-----------------|------------------------|

| | ((2021)) | ((2022)) | ((2023)) | 2024 |
|-------------------|---------------|---------------|---------------|-----------------|
| 1 inch or smaller | (((\$18.78)) | (((\$19.33)) | (((\$19.89)) | <u>\$19.89</u> |
| 1 ½ inch | (((\$30.64)) | (((\$31.53)) | (((\$32.44)) | <u>\$32.44</u> |
| 2 inch | (((\$43.41)) | (((\$44.67)) | (((\$45.97)) | <u>\$45.97</u> |
| 3 inch | (((\$69.54)) | (((\$71.56)) | (((\$73.63)) | <u>\$73.63</u> |
| 4 inch | (((\$95.78)) | (((\$98.55)) | (((\$101.41)) | <u>\$101.41</u> |
| 6 inch | (((\$135.47)) | (((\$139.40)) | (((\$143.45)) | <u>\$143.45</u> |
| 8 inch | (((\$277.58)) | (((\$285.63)) | (((\$293.91)) | <u>\$293.91</u> |
| 10 inch | (((\$405.36)) | (((\$417.12)) | (((\$429.21)) | <u>\$429.21</u> |

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. For each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following monthly consumption charges:

1. Monthly Water Use / Charge Rate Per Hundred Cubic Feet.

a. Zero cubic feet to six hundred cubic feet per month:

| Monthly Water Usage (in cubic feet) | Rate Per Hundred Cubic Feet | | | |
|---|--------------------------------|---------------|---------------|-----------------|
| | ((2021)) | ((2022)) | ((2023)) | 2024 |
| Zero up to 600 (Charge for all use: zero up to 600.) | (((\$0.3508)) | (((\$0.3610)) | (((\$0.3715)) | <u>\$0.3715</u> |
| Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.) | (((\$0.7284)) | (((\$0.7492)) | (((\$0.7709)) | <u>\$0.7709</u> |
| Greater than 1,000 (Charge for all use: zero to amount used.) | (((\$1.0532)) | (((\$1.0837)) | (((\$1.1152)) | <u>\$1.1152</u> |

C. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 3: That SMC section 13.04.2005 is amended to read as follows:

13.04.2005 City Planned Unit Developments (PUD)

A. Basic Charge.

In general, a planned unit development (PUD) designation is one approved in accord with applicable PUD development standards and served by a master water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual City water meter, it will be billed as a single family residence under SMC 13.04.2002 or other applicable rate section. Questions of applicability are determined by the director. [Cross Reference: SMC 17A.020.160(T)]

B. Consumption.

For billing water consumption, the PUD will be charged the same as a single-family residence within the City limits except the PUD’s total consumption will be divided by the total number of dwelling units to determine the per-dwelling consumption for purposes of applying the rate steps defined in SMC 13.04.2002(B).

C. Size of Service / Meter Charge Per Month.

| Size of Service | Meter Charge Per Month | | | |
|-------------------|------------------------|----------------------|----------------------|-----------------|
| | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| 1 inch or smaller | <u>(((\$18.78))</u> | <u>(((\$19.33))</u> | <u>(((\$19.89))</u> | <u>\$19.89</u> |
| 1 ½ inch | <u>(((\$30.64))</u> | <u>(((\$31.53))</u> | <u>(((\$32.44))</u> | <u>\$32.44</u> |
| 2 inch | <u>(((\$43.41))</u> | <u>(((\$44.67))</u> | <u>(((\$45.97))</u> | <u>\$45.97</u> |
| 3 inch | <u>(((\$69.54))</u> | <u>(((\$71.56))</u> | <u>(((\$73.63))</u> | <u>\$73.63</u> |
| 4 inch | <u>(((\$95.78))</u> | <u>(((\$98.55))</u> | <u>(((\$101.41))</u> | <u>\$101.41</u> |
| 6 inch | <u>(((\$135.47))</u> | <u>(((\$139.40))</u> | <u>(((\$143.45))</u> | <u>\$143.45</u> |
| 8 inch | <u>(((\$277.58))</u> | <u>(((\$285.63))</u> | <u>(((\$293.91))</u> | <u>\$293.91</u> |
| 10 inch | <u>(((\$405.36))</u> | <u>(((\$417.12))</u> | <u>(((\$429.21))</u> | <u>\$429.21</u> |

D. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 4: That SMC section 13.04.2008 is amended to read as follows:

13.04.2008 Construction Rates

- A. Rates for water used during construction will be charged per month, or fractional part thereof, in accord with the following rates, until the meter is set.
 - 1. Worksite will be inspected at least every ninety days to determine meter status.
 - 2. The meter installation will be made at the earliest possible date.

3. Residential meters installed prior to occupancy construction rates will apply until certificate of occupancy is granted.

B. Size of Service / Meter Charge Per Month.

| Size of Service | Meter Charge Per Month | | | |
|-------------------|------------------------|-----------------------|-----------------------|-----------------|
| | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| 1 inch or smaller | (\$18.78) | (\$19.33) | (\$19.89) | <u>\$19.89</u> |
| 1 ½ inch | (\$30.64) | (\$31.53) | (\$32.44) | <u>\$32.44</u> |
| 2 inch | (\$43.41) | (\$44.67) | (\$45.97) | <u>\$45.97</u> |
| 3 inch | (\$69.54) | (\$71.56) | (\$73.63) | <u>\$73.63</u> |
| 4 inch | (\$95.78) | (\$95.88) | (\$101.41) | <u>\$101.41</u> |
| 6 inch | (\$135.47) | (\$139.40) | (\$143.45) | <u>\$143.45</u> |
| 8 inch | (\$277.58) | (\$285.63) | (\$293.91) | <u>\$293.91</u> |
| 10 inch | (\$405.36) | (\$417.12) | (\$429.21) | <u>\$429.21</u> |

Section 5: That SMC section 13.04.2010 is amended to read as follows:

13.04.2010 Water for Private Fire Protection

- A. For inside the City of Spokane metered and unmetered connection on the City’s water mains supplying hydrants, standpipes, or automatic sprinklers for private fire protection to the premises, charges will be made in accord with the following rates:

| Size of Service | Meter Charge Per Month | | | |
|-------------------|------------------------|----------------------|----------------------|----------------|
| | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| 3 inch or smaller | (\$19.88) | (\$20.46) | (\$21.05) | <u>\$21.05</u> |
| 4 inch | (\$28.07) | (\$28.88) | (\$29.72) | <u>\$29.72</u> |
| 6 inch | (\$39.01) | (\$40.14) | (\$41.30) | <u>\$41.30</u> |
| 8 inch | (\$47.19) | (\$48.56) | (\$49.97) | <u>\$49.97</u> |
| 10 inch | (\$56.44) | (\$58.07) | (\$59.76) | <u>\$59.76</u> |

- B. For outside the City of Spokane metered and unmetered connection on the City’s water mains supplying hydrants, standpipes, or automatic sprinklers for private fire protection to the premises, charges will be made in accord with the following rates:

1. Size of Connection / Service Charge per Month.

| Size of Service | Meter Charge Per Month | | | |
|-------------------|------------------------|----------------------|----------------------|----------------|
| | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| 3 inch or smaller | (\$29.83) | (\$30.69) | (\$31.58) | <u>\$31.58</u> |
| 4 inch | (\$42.09) | (\$43.31) | (\$44.57) | <u>\$44.57</u> |

| | | | | |
|---------|----------------------|----------------------|----------------------|----------------|
| 6 inch | (\$58.51) | (\$60.20) | (\$61.95) | <u>\$61.95</u> |
| 8 inch | (\$70.77) | (\$72.82) | (\$74.94) | <u>\$74.94</u> |
| 10 inch | (\$84.66) | (\$87.11) | (\$89.64) | <u>\$89.64</u> |

Section 6: That SMC section 13.04.2012 is amended to read as follows:

13.04.2012 Outside City Residence Rates

A. Basic Charge: Single-family Residence.

1. Outside the City, for each single-family residence, the monthly service charge where the water is being used or reflected as on in the records of the City of Spokane utilities billings office shall be:

| | | | |
|----------------------|----------------------|----------------------|----------------|
| (2021) | (2022) | (2023) | <u>2024</u> |
| (\$26.58) | (\$27.35) | (\$28.14) | <u>\$28.14</u> |

2. For two or more single-family residences on one meter the above service charge shall apply for each residence. "Single-family residence" has the meaning in SMC 13.04.2002(A)(2).

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

| Monthly Water Usage (in cubic feet) | Rate Per Hundred Cubic Feet | | | |
|--|--------------------------------|-----------------------|-----------------------|-----------------|
| | (2021) | (2022) | (2023) | <u>2024</u> |
| Zero up to 600 | (\$0.5073) | (\$0.5220) | (\$0.5371) | <u>\$0.5371</u> |
| Greater than 600 up to 1,200 | (\$1.0735) | (\$1.1046) | (\$1.1366) | <u>\$1.1366</u> |
| Greater than 1,200 up to 2,500 | (\$1.4441) | (\$1.4860) | (\$1.5291) | <u>\$1.5291</u> |
| Greater than 2,500 up to 4,500 | (\$1.8540) | (\$1.9077) | (\$1.9631) | <u>\$1.9631</u> |
| Greater than 4,500 | (\$2.3153) | (\$2.3824) | (\$2.4515) | <u>\$2.4515</u> |

- C. No vacancy allowance will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water is shut off at the City valve by the water and hydroelectric services department upon proper request in writing.

D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a day care facility:

1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
2. licensed as such by the state department of social and health services; and
3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 7: That SMC section 13.04.2014 is amended to read as follows:

13.04.2014 Outside City Rate to Other Purveyors

A. The charge to other purveyors for water use outside the City's service area shall be at the following rate per one hundred cubic feet of water used plus outside City commercial monthly service charge, unless modified by separate agreement:

| | | | |
|--------------------------|--------------------------|--------------------------|-----------------|
| ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| (((\$1.3140)) | (((\$1.3521)) | (((\$1.3913)) | <u>\$1.3913</u> |

B. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 8: That SMC section 13.04.2015 is amended to read as follows:

13.04.2015 Outside City Planned Unit Developments (PUD)

A. Basic Charge.

In general, a planned unit development (PUD) designation is one approved in accord with applicable PUD development standards and served by a master water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual city water meter, it will be billed as a single-family residence under SMC 13.04.2012 or other applicable rate section. Questions of applicability are determined by the director. [Cross Reference: SMC 17A.020.160(T)]

B. Consumption.

For billing water consumption, the outside city PUD basic charge will be charged the same as a single-family residence outside the City limits except the PUD's total consumption will be divided by the total number of dwelling units to determine the per-dwelling consumption for purposes of applying the rate steps defined in SMC 13.04.2012(B).

C. Size of Service / Meter Charge Per Month.

| Size of Service | Meter Charge Per Month | | | |
|-------------------|--------------------------|--------------------------|--------------------------|-----------------|
| | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| 1 inch or smaller | (((\$36.38)) | (((\$37.43)) | (((\$38.52)) | <u>\$38.52</u> |
| 1 ½ inch | (((\$54.16)) | (((\$55.73)) | (((\$57.34)) | <u>\$57.34</u> |
| 2 inch | (((\$73.33)) | (((\$75.46)) | (((\$77.65)) | <u>\$77.65</u> |
| 3 inch | (((\$112.54)) | (((\$115.77)) | (((\$119.13)) | <u>\$119.13</u> |
| 4 inch | (((\$151.87)) | (((\$156.27)) | (((\$160.80)) | <u>\$160.80</u> |
| 6 inch | (((\$211.42)) | (((\$217.55)) | (((\$223.86)) | <u>\$223.86</u> |
| 8 inch | (((\$424.69)) | (((\$437.00)) | (((\$449.68)) | <u>\$449.68</u> |
| 10 inch | (((\$616.26)) | (((\$634.13)) | (((\$652.52)) | <u>\$652.52</u> |

D. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 9: That SMC section 13.04.2016 is amended to read as follows:

13.04.2016 Outside City Commercial and Industrial Rates

A. These rates apply to commercial and industrial customers and to all other customer premises not specifically identified as single-family residences or PUDs. The rates are for service outside the city limits of the City of Spokane.

B. Size of Service / Service Charge Per Month.

| Size of Service | Meter Charge Per Month | | | |
|-------------------|--------------------------|--------------------------|--------------------------|-----------------|
| | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| 1 inch or smaller | (((\$36.38)) | (((\$37.43)) | (((\$38.52)) | <u>\$38.52</u> |
| 1 ½ inch | (((\$54.16)) | (((\$55.73)) | (((\$57.34)) | <u>\$57.34</u> |
| 2 inch | (((\$73.33)) | (((\$75.46)) | (((\$77.65)) | <u>\$77.65</u> |
| 3 inch | (((\$112.51)) | (((\$115.77)) | (((\$119.13)) | <u>\$119.13</u> |
| 4 inch | (((\$151.87)) | (((\$156.27)) | (((\$160.80)) | <u>\$160.80</u> |
| 6 inch | (((\$211.42)) | (((\$217.55)) | (((\$223.86)) | <u>\$223.86</u> |

| | | | | |
|---------|-----------------------|-----------------------|-----------------------|-----------------|
| 8 inch | (\$424.69) | (\$437.00) | (\$449.68) | <u>\$449.68</u> |
| 10 inch | (\$616.26) | (\$634.13) | (\$652.52) | <u>\$652.52</u> |

C. The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

| Monthly Water Usage (in cubic feet) | Rate Per Hundred Cubic Feet | | | |
|--|--------------------------------|-----------------------|-----------------------|-----------------|
| | (2021) | (2022) | 2023 | <u>2024</u> |
| Zero up to 600 (Charge for all use: zero up to 600.) | (\$0.5262) | (\$0.5415) | (\$0.5572) | <u>\$0.5572</u> |
| Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.) | (\$1.0924) | (\$1.1241) | (\$1.1567) | <u>\$1.1567</u> |
| Greater than 1,000 (Charge for all use: zero to amount used.) | (\$1.5799) | (\$1.6257) | (\$1.6728) | <u>\$1.6728</u> |

D. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 9: That SMC section 13.04.20161 is amended to read as follows:

13.04.20161 PDA Water Rates

A. These rates apply to residential customers located within a designated and approved Public Development Authority (PDA).

1. Basic Charge – Residential Customer:

| | | | |
|----------------------|----------------------|----------------------|----------------|
| (2021) | (2022) | (2023) | <u>2024</u> |
| (\$17.72) | (\$18.23) | (\$18.76) | <u>\$18.76</u> |

2. Consumption Charge – Residential Customer.

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the PDA boundaries, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

| Monthly Water Usage (in cubic feet) | Rate Per Hundred Cubic Feet | | | |
|--|--------------------------------|-----------------------|-----------------------|-----------------|
| | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| Zero up to 600 | ((<u>\$0.3382</u>)) | ((<u>\$0.348</u>)) | ((<u>\$0.3581</u>)) | <u>\$0.3581</u> |
| Greater than 600 up to 1,200 | ((<u>\$0.7156</u>)) | ((<u>\$0.7363</u>)) | ((<u>\$0.7577</u>)) | <u>\$0.7577</u> |
| Greater than 1,200 up to 2,500 | ((<u>\$0.9627</u>)) | ((<u>\$0.9906</u>)) | ((<u>\$1.0193</u>)) | <u>\$1.0193</u> |
| Greater than 2,500 up to 4,500 | ((<u>\$1.2361</u>)) | ((<u>\$1.2719</u>)) | ((<u>\$1.3088</u>)) | <u>\$1.3088</u> |
| Greater than 4,500 | ((<u>\$1.5435</u>)) | ((<u>\$1.5883</u>)) | ((<u>\$1.6344</u>)) | <u>\$1.6344</u> |

B. These rates apply to commercial customers located within a designated and approved Public Development Authority (PDA).

1. Size of Service / Meter Charge Per Month.

| Size of Service | Meter Charge Per Month | | | |
|-------------------|------------------------|-----------------------|-----------------------|-----------------|
| | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| 1 inch or smaller | ((<u>\$18.78</u>)) | ((<u>\$19.33</u>)) | ((<u>\$19.89</u>)) | <u>\$19.89</u> |
| 1 ½ inch | ((<u>\$30.64</u>)) | ((<u>\$31.53</u>)) | ((<u>\$32.44</u>)) | <u>\$32.44</u> |
| 2 inch | ((<u>\$43.41</u>)) | ((<u>\$44.67</u>)) | ((<u>\$45.97</u>)) | <u>\$45.97</u> |
| 3 inch | ((<u>\$69.54</u>)) | ((<u>\$71.56</u>)) | ((<u>\$73.63</u>)) | <u>\$73.63</u> |
| 4 inch | ((<u>\$95.78</u>)) | ((<u>\$98.55</u>)) | ((<u>\$101.41</u>)) | <u>\$101.41</u> |
| 6 inch | ((<u>\$135.47</u>)) | ((<u>\$139.40</u>)) | ((<u>\$143.45</u>)) | <u>\$143.45</u> |
| 8 inch | ((<u>\$277.58</u>)) | ((<u>\$285.63</u>)) | ((<u>\$293.91</u>)) | <u>\$293.91</u> |
| 10 inch | ((<u>\$405.36</u>)) | ((<u>\$417.12</u>)) | ((<u>\$429.21</u>)) | <u>\$429.21</u> |

2. Commercial Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. For each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following monthly consumption charges:

| PDA Monthly Water Usage (in cubic feet) | Rate Per Hundred Cubic Feet | | | |
|--|--------------------------------|-----------------------|-----------------------|-----------------|
| | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| Zero up to 600 (Charge for all use: zero up to 600.) | ((<u>\$0.3508</u>)) | ((<u>\$0.3610</u>)) | ((<u>\$0.3715</u>)) | <u>\$0.3715</u> |

| | | | | |
|--|---------------|---------------|---------------|-----------------|
| Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.) | (((\$0.7284)) | (((\$0.7492)) | (((\$0.7709)) | <u>\$0.7709</u> |
| Greater than 1,000 (Charge for all use: zero to amount used.) | (((\$1.0532)) | (((\$1.0837)) | (((\$1.1152)) | <u>\$1.1152</u> |

C. Capital Charge. In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500

Section 10: Effective Date. This ordinance shall take effect and be in force on January 1, 2024.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

08/21/2023

| | |
|-----------------------|------------|
| Date Rec'd | 8/2/2023 |
| Clerk's File # | ORD C36425 |
| Renews # | |
| Cross Ref # | C35965 |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|---|
| Submitting Dept | PUBLIC WORKS |
| Contact Name/Phone | MARLENE FEIST 625-6302 |
| Contact E-Mail | MFEIST@SPOKANECITY.ORG |
| Agenda Item Type | First Reading Ordinance |
| Agenda Item Name | 4100 – WATER-WASTEWATER CAPITAL RATES ORDINANCE |

Agenda Wording

An ordinance relating to the rates for Water-Wastewater Capital Rates, amending SMC section 13.035.500, to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

The ordinance reflects no annual increase to water-wastewater capital rates for 2024. Public Works will promote a plan to complete a three-year rate setting process for 2025 through 2027.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

| | | |
|--------|----|---|
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |

Budget Account

Approvals

| | |
|--------------------------|---------------------|
| Dept Head | FEIST, MARLENE |
| Division Director | FEIST, MARLENE |
| Finance | ALBIN-MOORE, ANGELA |
| Legal | SCHOEDEL, ELIZABETH |
| For the Mayor | JONES, GARRETT |

Council Notifications

| | |
|----------------------------|---------------------------------------|
| Study Session\Other | Finance 6/17/23 |
| Council Sponsor | Kinnear/Bingle/Stratton |
| Distribution List | |
| | ddaniels@spokanecity.org |
| | publicworksaccounting@spokanecity.org |
| | eraea@spokanecity.org |
| | eschoedel@spokanecity.org |
| | kemiller@spokanecity.org |
| | mfeist@spokanecity.org |

Additional Approvals

| | |
|-------------------|--|
| Purchasing | |
| | |
| | |
| | |

Committee Agenda Sheet

Finance Committee

| | |
|---|--|
| 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: 15 Minutes |
| Agenda Item Name | Utility Rates for 2024 |
| Summary (Background) | <p>Approved rates for the City of Spokane’s water, wastewater and solid waste utilities extend through the end of 2023. Public Works will present its proposal for updating rates for 2024.</p> <p>The proposal remains firmly committed to our rate-setting principles with a keen eye on affordability for all customers. We have a particular need to manage increased hard costs in Solid Waste that this proposal will address.</p> <p>PW also will promote a plan to complete a three-year rate setting process for 2025 through 2027. That look would include information from other work that is currently under way, including the cost of service analysis for water and wastewater, the finalization of GFC rate structures, the completion of a comprehensive water capital plan, and an ongoing analysis of costs in solid waste.</p> |
| Proposed Council Action & Date: | Approve utility rates for 2024; action anticipated in August 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 <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible.</p> <p>The City’s utilities serve all customers. Bill support is available for low-income seniors and disabled individuals and through the U-Help program, along with remaining support as a result of the</p> | |

pandemic. Also, customers can reduce their monthly bills by recycling more and making choices about their indoor and outdoor water usage.

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?

Budgets will be analyzed to ensure that costs of services are covered.

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 the Comprehensive Plan, utility capital plans and budgets.

ORDINANCE NO. C36425

AN ORDINANCE relating to the rates for Water-Wastewater Capital Rates, amending SMC section 13.035.500, to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.

Section 1: That SMC section 13.035.500 is amended to read as follows:

13.035.500 Water-Wastewater Capital Rates

- A. In addition to user charges (basic charges and consumption charges) for providing utility services to customers, all accounts are assessed a water-wastewater capital management fund charge which shall be placed in a separate fund, reserved for purposes of contribution to water-wastewater capital infrastructure.
- B. The following rates shall apply to the water-wastewater capital management fund charge and shall be separately itemized on the utility bill:

| Water-wastewater Capital Rates – per month | | | | |
|---|---------------------------|---------------------------|---------------------------|-----------------|
| | ((2021)) | ((2022)) | ((2023)) | 2024 |
| Domestic user (Per single-family residence or equivalent residential unit): | | | | |
| Domestic user – In City | ((\$31.27)) | ((\$32.18)) | ((\$33.11)) | <u>\$33.11</u> |
| Domestic user – Outside City | ((\$35.83)) | ((\$36.87)) | ((\$37.94)) | <u>\$37.94</u> |
| Commercial User: | | | | |
| Commercial user – In City: Minimum commercial user charge (includes first forty eight units) | ((\$31.27)) | ((\$32.18)) | ((\$33.11)) | <u>\$33.11</u> |
| Commercial user – In City: Water-wastewater consumption charge (over forty eight units) (per hundred cubic feet) | ((\$0.6559)) | ((\$0.6749)) | ((\$0.6945)) | <u>\$0.6945</u> |
| Commercial user – Outside City: Minimum commercial user charge (includes first twenty eight units) | ((\$35.83)) | ((\$36.87)) | ((\$37.94)) | <u>\$37.94</u> |
| Commercial user – Outside City: Water-wastewater consumption charge (over twenty eight units) (per hundred cubic feet) | ((\$1.3114)) | ((\$1.3495)) | ((\$1.3886)) | <u>\$1.3886</u> |
| Other services: | | | | |
| PDA - Domestic User | ((\$31.27)) | ((\$32.18)) | ((\$33.11)) | <u>\$33.11</u> |
| PDA - Commercial user Minimum commercial user charge (includes first forty eight units) | ((\$31.27)) | ((\$32.18)) | ((\$33.11)) | <u>\$33.11</u> |

| | | | | |
|--|---------------|---------------|---------------|-----------------|
| PDA - Commercial user Water-wastewater consumption charge (over forty eight units) (per hundred cubic feet) | (((\$0.6559)) | (((\$0.6749)) | (((\$0.6945)) | <u>\$0.6945</u> |
| PDA Water only Domestic User -Capital Charge | (((\$12.51)) | (((\$12.88)) | (((\$13.25)) | <u>\$13.25</u> |
| PDA Water only Commercial User Minimum commercial user charge (includes first forty eight units) | (((\$12.51)) | (((\$12.88)) | (((\$13.25)) | <u>\$13.25</u> |
| PDA Water Only Commercial User Capital consumption charge (over forty eight units) (per hundred cubic feet) | (((\$0.2623)) | (((\$0.2699)) | (((\$0.2777)) | <u>\$0.2777</u> |
| PDA Wastewater only Domestic User- Capital Charge | (((\$18.76)) | (((\$19.30)) | (((\$19.86)) | <u>\$19.86</u> |
| PDA Wastewater only Commercial User - minimum commercial user charge (includes first forty-eight units) | (((\$18.76)) | (((\$19.30)) | (((\$19.86)) | <u>\$19.86</u> |
| PDA Wastewater only Commercial User Capital consumption charge (over forty eight units) (per hundred cubic feet) | (((\$0.3936)) | (((\$0.4050)) | (((\$0.4167)) | <u>\$0.4167</u> |
| Service outside City utility service area (per hundred cubic feet). This rate shall apply unless modified by separate agreement | (((\$1.3114)) | (((\$1.3495)) | (((\$1.3886)) | <u>\$1.3886</u> |
| Non-domestic process water- wastewater capital rate (per thousand gallons) | (((\$44.95)) | (((\$46.26)) | (((\$47.60)) | <u>\$47.60</u> |
| Septage charge (per thousand gallons) | (((\$44.95)) | (((\$46.26)) | (((\$47.60)) | <u>\$47.60</u> |
| Water Service Only Domestic User- Capital Charge – In City | (((\$12.51)) | (((\$12.88)) | (((\$13.25)) | <u>\$13.25</u> |
| Water Service Only Domestic User- Capital Charge – Outside City | (((\$14.33)) | (((\$14.75)) | (((\$15.18)) | <u>\$15.18</u> |
| Water Service Only Commercial User – Minimum Capital Charge – In City (includes first forty eight units) | (((\$12.51)) | (((\$12.88)) | (((\$13.25)) | <u>\$13.25</u> |
| Water Service Only Commercial User – In City -capital consumption charge (over forty eight units) (per hundred cubic feet) | (((\$0.2623)) | (((\$0.2699)) | (((\$0.2777)) | <u>\$0.2777</u> |
| Water Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty eight units) | (((\$14.33)) | (((\$14.75)) | (((\$15.18)) | <u>\$15.18</u> |
| Water Service Only Commercial User – Outside City – capital consumption | (((\$0.5246)) | (((\$0.5398)) | (((\$0.5555)) | <u>\$0.5555</u> |

| | | | | |
|--|---------------|---------------|---------------|-----------------|
| charge (over twenty eight units) (per hundred cubic feet) | | | | |
| Wastewater Service Only Domestic User – Capital Charge – In City | (((\$18.76)) | (((\$19.30)) | (((\$19.86)) | <u>\$19.86</u> |
| Wastewater Service Only Domestic User – Capital Charge – Outside City | (((\$21.50)) | (((\$22.12)) | (((\$22.76)) | <u>\$22.76</u> |
| Wastewater Service Only – Commercial User – Minimum Capital Charge – In City (includes first forty eight units) | (((\$18.76)) | (((\$19.30)) | (((\$19.86)) | <u>\$19.86</u> |
| Wastewater Service Only Commercial User – In City – capital consumption charge (over forty eight units) (per hundred cubic feet) | (((\$0.3936)) | (((\$0.4050)) | (((\$0.4167)) | <u>\$0.4167</u> |
| Wastewater Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty eight units) | (((\$21.50)) | (((\$22.12)) | (((\$22.76)) | <u>\$22.76</u> |
| Wastewater Service Only Commercial User – Outside City – capital consumption charge (over twenty eight units) (per hundred cubic feet) | (((\$0.7868)) | (((\$0.8096)) | (((\$0.833)) | <u>\$0.833</u> |

Section 2: Effective Date. This ordinance shall take effect and be in force on January 1, 2024.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
08/21/2023

| | |
|-----------------------|------------|
| Date Rec'd | 8/2/2023 |
| Clerk's File # | ORD C36426 |
| Renews # | |

| | | | |
|---------------------------|---|----------------------|-----------------|
| Submitting Dept | PUBLIC WORKS | Cross Ref # | C35962 & C36963 |
| Contact Name/Phone | MARLENE FEIST 625-6302 | Project # | |
| Contact E-Mail | MFEIST@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | First Reading Ordinance | Requisition # | |
| Agenda Item Name | 4300 – WASTEWATER & SEWER RATES ORDINANCE | | |

Agenda Wording

An ordinance relating to the rates of Wastewater and Sewer public utilities and services, amending SMC sections 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1018, 13.03.1020, 13.03.1022, and 13.03.1011; to chapter 13.03 of the

Summary (Background)

The ordinance reflects no annual increase to wastewater and sewer rates for 2024. Public Works will promote a plan to complete a three-year rate setting process for 2025 through 2027.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

| | | |
|--------|----|---|
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |

Budget Account

Approvals

| | |
|--------------------------|---------------------|
| Dept Head | FEIST, MARLENE |
| Division Director | FEIST, MARLENE |
| Finance | ALBIN-MOORE, ANGELA |
| Legal | SCHOEDEL, ELIZABETH |
| For the Mayor | JONES, GARRETT |

Council Notifications

| | |
|----------------------------|-------------------------|
| Study Session\Other | Finance 6/17/23 |
| Council Sponsor | Kinnear/Bingle/Stratton |

Additional Approvals

| | |
|-------------------|---------------------------|
| Purchasing | eraea@spokanecity.org |
| | eschoedel@spokanecity.org |
| | kemiller@spokanecity.org |
| | mfeist@spokanecity.org |



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Spokane Municipal Code; and setting an effective date.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

| | |
|--|--|
| | |
| | |
| | |
| | |

Committee Agenda Sheet

Finance Committee

| | |
|---|--|
| 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: 15 Minutes |
| Agenda Item Name | Utility Rates for 2024 |
| Summary (Background) | <p>Approved rates for the City of Spokane’s water, wastewater and solid waste utilities extend through the end of 2023. Public Works will present its proposal for updating rates for 2024.</p> <p>The proposal remains firmly committed to our rate-setting principles with a keen eye on affordability for all customers. We have a particular need to manage increased hard costs in Solid Waste that this proposal will address.</p> <p>PW also will promote a plan to complete a three-year rate setting process for 2025 through 2027. That look would include information from other work that is currently under way, including the cost of service analysis for water and wastewater, the finalization of GFC rate structures, the completion of a comprehensive water capital plan, and an ongoing analysis of costs in solid waste.</p> |
| Proposed Council Action & Date: | Approve utility rates for 2024; action anticipated in August 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 <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible.</p> <p>The City’s utilities serve all customers. Bill support is available for low-income seniors and disabled individuals and through the U-Help program, along with remaining support as a result of the</p> | |

pandemic. Also, customers can reduce their monthly bills by recycling more and making choices about their indoor and outdoor water usage.

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?

Budgets will be analyzed to ensure that costs of services are covered.

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 the Comprehensive Plan, utility capital plans and budgets.

ORDINANCE NO. C36426

AN ORDINANCE relating to the rates of Wastewater and Sewer public utilities and services, amending SMC sections 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1018, 13.03.1020, 13.03.1022, and 13.03.1011; to chapter 13.03 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.03.1004 is amended to read as follows:

13.03.1004 Basic Domestic Service Charge – Monthly Amount

The City's basic monthly service charge is reflected in this section.

| Basic Domestic Service Charge | Monthly Amount | | | |
|-------------------------------|--------------------------|--------------------------|--------------------------|----------------|
| | ((2021)) | ((2022)) | ((2023)) | 2024 |
| Basic domestic service charge | ((\$25.53)) | ((\$26.27)) | ((\$27.03)) | <u>\$27.03</u> |
| Cost per RV dump connection | ((\$6.22)) | ((\$6.40)) | ((\$6.59)) | <u>\$6.59</u> |

Section 2: That SMC section 13.03.1006 is amended to read as follows:

13.03.1006 User Charge – Standard Strength Wastewater – Monthly Amount

This section lists the City's monthly user charge for treatment of standard strength wastewater. The User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

| User Charge for Treatment of Standard Strength Wastewater | Monthly Amount | | | |
|---|-----------------------------|-----------------------------|-----------------------------|-------------------|
| | ((2021)) | ((2022)) | ((2023)) | 2024 |
| Per million gallons | ((\$1,823.87)) | ((\$1,876.76)) | ((\$1,931.19)) | <u>\$1,931.19</u> |
| Per cubic foot | ((\$2.44)) | ((\$2.52)) | ((\$2.59)) | <u>\$2.59</u> |

Section 3: That SMC section 13.03.1008 is amended to read as follows:

13.03.1008 Domestic and Commercial User Charges Inside City – Monthly Amount

This section lists the City's monthly domestic and commercial user and other monthly charges inside the City. The Domestic and Commercial User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

A. Domestic User Charge (single-family residence or equivalent residential unit).

| Domestic User Charge - Inside City | Monthly Amount | | | |
|---|----------------------|----------------------|----------------------|----------------|
| | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| Domestic charge | ((<u>\$33.34</u>)) | ((<u>\$34.27</u>)) | ((<u>\$35.27</u>)) | <u>\$35.27</u> |
| General stormwater charge | ((<u>\$4.68</u>)) | ((<u>\$4.82</u>)) | ((<u>\$4.96</u>)) | <u>\$4.96</u> |
| Cost for additional apartment | ((<u>\$29.94</u>)) | ((<u>\$30.81</u>)) | ((<u>\$31.71</u>)) | <u>\$31.71</u> |
| General stormwater charge per unit for four units or Less | ((<u>\$4.01</u>)) | ((<u>\$4.13</u>)) | ((<u>\$4.25</u>)) | <u>\$4.25</u> |
| General stormwater charge per unit for over four units | ((<u>\$3.22</u>)) | ((<u>\$3.31</u>)) | ((<u>\$3.41</u>)) | <u>\$3.41</u> |

1. Capital Rates.

In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

B. Commercial User Charge.

| Commercial User Charge - Inside City | Monthly Amount | | | |
|--|-------------------------|-------------------------|-------------------------|-------------------|
| | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| Commercial user charge | | | | |
| Per million gallons | ((<u>\$2,353.33</u>)) | ((<u>\$2,421.58</u>)) | ((<u>\$2,491.80</u>)) | <u>\$2,491.80</u> |
| Per hundred cubic feet | ((<u>\$1.76</u>)) | ((<u>\$1.81</u>)) | ((<u>\$1.86</u>)) | <u>\$1.86</u> |
| General stormwater charge | | | | |
| Per impervious acre per year | ((<u>\$1,124.41</u>)) | ((<u>\$1,157.07</u>)) | ((<u>\$1,190.57</u>)) | <u>\$1,190.57</u> |
| Per one-one hundredth impervious acre per month. (See RCW 35.67.020; RCW 35.92.020) | ((<u>\$0.94</u>)) | ((<u>\$0.96</u>)) | ((<u>\$0.99</u>)) | <u>\$0.99</u> |
| Combined Sewer Overflow (CSO) Stormwater user surcharge (per acre or equivalent thereof) | ((<u>\$81.94</u>)) | ((<u>\$84.32</u>)) | ((<u>\$86.77</u>)) | <u>\$86.77</u> |
| Process/Seepage user charge | | | | |
| Per million gallons | ((<u>\$697.82</u>)) | ((<u>\$718.05</u>)) | ((<u>\$738.88</u>)) | <u>\$738.88</u> |
| Per hundred cubic feet | ((<u>\$0.5520</u>)) | ((<u>\$0.5371</u>)) | ((<u>\$0.5527</u>)) | <u>\$0.5527</u> |

1. Capital Rates.

In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 4: That SMC section 13.03.1010 is amended to read as follows:

13.03.1010 Domestic and Commercial User Charges – Outside City Customer – Monthly Amount

This section lists the City's monthly domestic and commercial user charges and other monthly charges for Outside City customers. The Domestic and Commercial User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

A. Non-City Domestic User Charge (single-family residence or equivalent residential unit).

| Domestic User Charge – Outside City Customers | Monthly Amount | | | |
|---|--------------------------|--------------------------|--------------------------|---------|
| | ((2021)) | ((2022)) | ((2023)) | 2024 |
| Domestic charge | ((\$66.63)) | ((\$68.56)) | ((\$70.55)) | \$70.55 |
| Cost for additional apartment | ((\$63.27)) | ((\$65.10)) | ((\$66.99)) | \$66.99 |

1. Capital Rates.

In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

B. Outside City Retail Commercial User Charge.

| Commercial User Charge – Outside City Customers | Monthly Amount | | | |
|---|-----------------------------|-----------------------------|-----------------------------|------------|
| | ((2021)) | ((2022)) | ((2023)) | 2024 |
| Per million gallons | ((\$4,706.11)) | ((\$4,842.59)) | ((\$4,983.02)) | \$4,983.02 |
| Per hundred cubic feet | ((\$3.52)) | ((\$3.62)) | ((\$3.73)) | \$3.73 |

1. Capital Rates.

In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

C. Outside City Utility Service Area (except by interlocal agreement).

| Outside City Utility Service Area (except by interlocal agreement) | ((2021)) | ((2022)) | ((2023)) | 2024 |
|--|-------------------------|-----------------------------|-----------------------------|-----------------------------|
| | Per million gallons | ((\$4,706.11)) | ((\$4,842.59)) | ((\$4,983.02)) |
| Per hundred cubic feet | ((\$3.52)) | ((\$3.62)) | ((\$3.73)) | \$3.73 |

1. Capital Rates.

In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 5: That SMC section 13.03.1012 is amended to read as follows:

13.03.1012 Septage Charge – Amount

This section lists the City's septage charge rate.

A. Septage Charge Rate

| Septage Charge | ((2021)) | ((2022)) | ((2023)) | 2024 |
|--------------------------|---------------|---------------|---------------|----------|
| User charge (per gallon) | (((\$0.2274)) | (((\$0.2340)) | (((\$0.2408)) | \$0.2408 |

1. Capital Rates.

In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 6: That SMC section 13.03.1018 is amended to read as follows:

13.03.1018 Landfill Wastewater Pump and Treat Services – Amount

This section lists the rate for landfill wastewater pump and treat services.

| Landfill Pump and Treat Total | Monthly Amount | | | |
|-------------------------------|-----------------|-----------------|-----------------|------------|
| | ((2021)) | ((2022)) | ((2023)) | 2024 |
| Per million gallons | (((\$1,307.28)) | (((\$1,345.19)) | (((\$1,384.20)) | \$1,384.20 |
| Per hundred cubic feet | (((\$0.99)) | (((\$1.02)) | (((\$1.05)) | \$1.05 |

Section 7: That SMC section 13.03.1020 is amended to read as follows:

13.03.1020 Cesspool and Miscellaneous Charges – Amount

This section lists the rate for cesspool pump and miscellaneous charges.

A. Cesspool Pump and Miscellaneous Charges.

| Gallons | Basic Charge | Basic Charge | Basic Charge | Basic Charge |
|---------|---------------|---------------|---------------|--------------|
| | ((2021)) | ((2022)) | ((2023)) | 2024 |
| 500 | (((\$265.14)) | (((\$272.80)) | (((\$280.71)) | \$280.71 |
| 600 | (((\$300.82)) | (((\$309.54)) | (((\$318.52)) | \$318.52 |

| | | | | |
|------|-----------------------|-----------------------|-----------------------|-----------------|
| 700 | (\$335.33) | (\$345.06) | (\$355.06) | <u>\$355.06</u> |
| 800 | (\$370.86) | (\$381.62) | (\$392.68) | <u>\$392.68</u> |
| 900 | (\$406.31) | (\$418.09) | (\$430.22) | <u>\$430.22</u> |
| 1000 | (\$441.56) | (\$454.37) | (\$467.55) | <u>\$467.55</u> |
| 1100 | (\$459.26) | (\$472.58) | (\$486.29) | <u>\$486.29</u> |
| 1200 | (\$476.91) | (\$490.74) | (\$504.97) | <u>\$504.97</u> |
| 1300 | (\$494.60) | (\$508.94) | (\$523.70) | <u>\$523.70</u> |
| 1400 | (\$512.15) | (\$527.01) | (\$542.29) | <u>\$542.29</u> |
| 1500 | (\$529.94) | (\$545.30) | (\$561.12) | <u>\$561.12</u> |

Section 8: That SMC section 13.03.1022 is amended to read as follows:

13.03.1022 Refuse Dumpster Maintenance Charge – Amount

This section lists the refuse dumpster maintenance charge.

A. Monthly Refuse Dumpster Maintenance Charge.

| | | | | |
|---|-----------------------|-----------------------|-----------------------|-----------------|
| Refuse Dumpster | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| Monthly charge | (\$7.32) | (\$4.53) | (\$7.75) | <u>\$7.75</u> |
| Inspection fee (start-up, one-time fee) | (\$104.08) | (\$107.09) | (\$110.20) | <u>\$110.20</u> |

Section 9: That SMC section 13.03.1011 is amended to read as follows:

13.03.1011 PDA Sewer and Stormwater Rates

This section lists the City’s monthly sewer and stormwater charges for residential and commercial customers located within a designated and approved Public Development Authority (PDA).

A. PDA User Charge.

| PDA User Charge | | | Monthly Amount | |
|------------------------------|-------------------------|-------------------------|-------------------------|-------------------|
| | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| PDA Residential User Charge: | | | | - |
| Domestic User Charge | (\$66.63) | (\$68.56) | (\$70.55) | <u>\$70.55</u> |
| Additional Apartment | (\$63.27) | (\$65.10) | (\$66.99) | <u>\$66.99</u> |
| PDA Commercial User charge: | | | | |
| Per million gallons | (\$2,353.33) | (\$2,421.58) | (\$2,491.80) | <u>\$2,491.80</u> |
| Per hundred cubic feet | (\$1.76) | (\$1.84) | (\$1.86) | <u>\$1.86</u> |

| | | | | |
|---|-------------------------|-------------------------|-------------------------|-------------------|
| General stormwater charge: | | | | |
| Domestic Stormwater charge | ((<u>\$33.31</u>)) | ((<u>\$34.27</u>)) | ((<u>\$35.27</u>)) | <u>\$35.27</u> |
| General domestic stormwater charge per unit for four units or Less | ((<u>\$4.01</u>)) | ((<u>\$4.13</u>)) | ((<u>\$4.25</u>)) | <u>\$4.25</u> |
| General domestic stormwater charge per unit for over four units | ((<u>\$3.22</u>)) | ((<u>\$3.31</u>)) | ((<u>\$3.41</u>)) | <u>\$3.41</u> |
| Per impervious acre per year – commercial charge | ((<u>\$1,124.41</u>)) | ((<u>\$1,157.02</u>)) | ((<u>\$1,190.57</u>)) | <u>\$1,190.57</u> |
| Per one-one hundredth impervious acre - Commercial (See RCW 35.67.020; RCW 35.92.020) | ((<u>\$0.94</u>)) | ((<u>\$0.96</u>)) | ((<u>\$0.99</u>)) | <u>\$0.99</u> |
| Combined Sewer Overflow (CSO) Stormwater user surcharge (per acre or equivalent thereof) - Commercial | ((<u>\$81.94</u>)) | ((<u>\$84.32</u>)) | ((<u>\$86.77</u>)) | <u>\$86.77</u> |
| Process/Seepage user charge: | | | | |
| Per million gallons | ((<u>\$697.82</u>)) | ((<u>\$718.05</u>)) | ((<u>\$738.88</u>)) | <u>\$738.88</u> |
| Per hundred cubic feet | ((<u>\$0.5220</u>)) | ((<u>\$0.5374</u>)) | ((<u>\$0.5527</u>)) | <u>\$0.5527</u> |

B. Capital Charge. In addition to the basic charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500

Section 10: Effective Date. This ordinance shall take effect and be in force on January 1, 2024.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
08/21/2023

| | |
|-----------------------|------------|
| Date Rec'd | 8/2/2023 |
| Clerk's File # | ORD C36427 |
| Renews # | |
| Cross Ref # | C35955 |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|---|
| Submitting Dept | PUBLIC WORKS |
| Contact Name/Phone | MARLENE FEIST 625-6505 |
| Contact E-Mail | MFEIST@SPOKANECITY.ORG |
| Agenda Item Type | First Reading Ordinance |
| Agenda Item Name | 4490 – SOLID WASTE DISPOSAL RATES ORDINANCE |

Agenda Wording
An ordinance relating to the rates of solid waste disposal public utilities & services, amending SMC sections 13.02.0560, 13.02.0561, 13.02.0562, 13.02.0563 and 13.02.0568, to chapter 13.02 of the Spokane Municipal Code and setting an effective date.

Summary (Background)
The ordinance reflects an annual increase of 10% to solid waste disposal for 2024. Public Works will promote a plan to complete a three-year rate setting process for 2025 through 2027.

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

| | | | |
|-----------------------------|---------------------|---------------------------------------|-------------------------|
| Approvals | | Council Notifications | |
| Dept Head | FEIST, MARLENE | Study Session\Other | Finance 6/17/23 |
| Division Director | FEIST, MARLENE | Council Sponsor | Kinnear/Bingle/Stratton |
| Finance | ALBIN-MOORE, ANGELA | Distribution List | |
| Legal | SCHOEDEL, ELIZABETH | ddaniels@spokanecity.org | |
| For the Mayor | JONES, GARRETT | publicworksaccounting@spokanecity.org | |
| Additional Approvals | | eraea@spokanecity.org | |
| Purchasing | | eschoedel@spokanecity.org | |
| | | kemiller@spokanecity.org | |
| | | mfeist@spokanecity.org | |

Committee Agenda Sheet

Finance Committee

| | |
|---|--|
| 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: 15 Minutes |
| Agenda Item Name | Utility Rates for 2024 |
| Summary (Background) | <p>Approved rates for the City of Spokane’s water, wastewater and solid waste utilities extend through the end of 2023. Public Works will present its proposal for updating rates for 2024.</p> <p>The proposal remains firmly committed to our rate-setting principles with a keen eye on affordability for all customers. We have a particular need to manage increased hard costs in Solid Waste that this proposal will address.</p> <p>PW also will promote a plan to complete a three-year rate setting process for 2025 through 2027. That look would include information from other work that is currently under way, including the cost of service analysis for water and wastewater, the finalization of GFC rate structures, the completion of a comprehensive water capital plan, and an ongoing analysis of costs in solid waste.</p> |
| Proposed Council Action & Date: | Approve utility rates for 2024; action anticipated in August 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 <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible.</p> <p>The City’s utilities serve all customers. Bill support is available for low-income seniors and disabled individuals and through the U-Help program, along with remaining support as a result of the</p> | |

pandemic. Also, customers can reduce their monthly bills by recycling more and making choices about their indoor and outdoor water usage.

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?

Budgets will be analyzed to ensure that costs of services are covered.

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 the Comprehensive Plan, utility capital plans and budgets.

ORDINANCE NO. C36427

AN ORDINANCE relating to the rates of solid waste disposal public utilities and services, amending SMC sections 13.02.0560, 13.02.0561, 13.02.0562, 13.02.0563, and 13.02.0568, to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.02.0560 is amended to read as follows:

13.02.0560 General Mixed Solid Waste – Tonnage Fee

A. For solid waste delivered to the Waste-to-Energy Facility (WTE), the charge shall be:

| | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
|----------------------------|--------------------------|--------------------------|--------------------------|-----------------|
| Per ton charge | (((\$113.86)) | (((\$117.16)) | (((\$120.56)) | <u>\$132.62</u> |
| Minimum charge per vehicle | (((\$18.60)) | (((\$19.14)) | (((\$19.70)) | <u>\$21.67</u> |

B. For solid waste delivered to the Northside Landfill, the charge shall be:

| | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
|----------------------------|--------------------------|--------------------------|--------------------------|-----------------|
| Per ton charge | (((\$113.86)) | (((\$117.16)) | (((\$120.56)) | <u>\$132.62</u> |
| Minimum charge per vehicle | (((\$18.60)) | (((\$19.14)) | (((\$19.70)) | <u>\$21.67</u> |

C. For solid waste delivered to the Waste to Energy Facility, which the director determines requires special handling, the charge shall be:

| | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
|----------------------------|--------------------------|--------------------------|--------------------------|-----------------|
| Per ton charge | (((\$204.66)) | (((\$210.59)) | (((\$216.70)) | <u>\$238.37</u> |
| Minimum charge per vehicle | (((\$102.32)) | (((\$105.29)) | (((\$108.34)) | <u>\$119.17</u> |

D. For solid waste delivered to any of the above facilities, from nonprofit generator accounts, the applicable per ton charge above listed in subsection A, B or C shall be reduced by thirty-five percent. The minimum charge per vehicle is:

| ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
|---------------------|---------------------|---------------------|-------------|
| | | | |

| | | | |
|----------------------|----------------------|----------------------|----------------|
| ((<u>\$18.60</u>)) | ((<u>\$19.14</u>)) | ((<u>\$19.70</u>)) | <u>\$21.67</u> |
|----------------------|----------------------|----------------------|----------------|

1. The generator shall identify itself as a section 501(c) (3) of the Internal Revenue Code approved nonprofit enterprise or provide similar proof of qualification to the department.
2. The waste shall be the product of the nonprofit business activities, which include waste reduction or recycling as a major component of its operations.

Section 2: That a new section, SMC 13.02.0561 shall be added to read as follows:

13.02.0561 Self Haul Transaction Fee

For all waste delivered to the Waste-to-Energy Facility or Northside Landfill, there shall be charged a self-haul transaction Fee per vehicle per load:

| | | | |
|---------------------|---------------------|---------------------|---------------|
| ((<u>2021</u>)) | ((<u>2022</u>)) | ((<u>2023</u>)) | <u>2024</u> |
| ((<u>\$2.00</u>)) | ((<u>\$2.06</u>)) | ((<u>\$2.12</u>)) | <u>\$2.33</u> |

Section 3: That SMC section 13.02.0562 is amended to read as follows:

13.02.0562 Compost

- A. Compost Consisting of Clean Green Yard Waste, Self-hauled.

For clean green yard waste, delivered to the Waste-to-Energy Facility there shall be a charge of:

| | | | | |
|---|----------------------|----------------------|----------------------|----------------|
| | ((<u>2021</u>)) | ((<u>2022</u>)) | ((<u>2023</u>)) | <u>2024</u> |
| Per ton charge (then prorated by weight thereafter) | ((<u>\$57.42</u>)) | ((<u>\$59.08</u>)) | ((<u>\$60.80</u>)) | <u>\$66.88</u> |
| Minimum charge per vehicle | ((<u>\$6.11</u>)) | ((<u>\$6.29</u>)) | ((<u>\$6.47</u>)) | <u>\$7.12</u> |

These rates do not apply to dirt, debris, or other materials from large-scale landscaping, land clearing.

Section 4: That SMC section 13.02.0563 is amended to read as follows:

13.02.0563 Waste Tires

Waste Tires are tires no longer suitable for their original intended purpose because of wear, damage, or defect.

- A. For waste tires, delivered to the Waste-to-Energy Facility, there shall be a charge of:

| | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
|---|-----------------------|-----------------------|-----------------------|-----------------|
| Per ton charge (then prorated by weight thereafter) | (\$149.39) | (\$152.70) | (\$157.12) | <u>\$172.83</u> |
| Minimum charge per vehicle | (\$22.23) | (\$22.87) | (\$23.53) | <u>\$25.88</u> |

- B. Dedicated loads of waste tires will be accepted by appointment only.
- C. Acceptance of waste tires is subject to change without notice. The City of Spokane may modify, restrict, or cancel the acceptance of waste tires in accord with policy or market conditions.

Section 5: That SMC section 13.02.0568 is amended to read as follows:

13.02.0568 Estimates Allowed

- A. Where scales are temporarily disabled or not in use, commercial vehicles are assessed a full vehicle load fee based upon comparable weights.
- Private noncommercial citizen vehicles are assessed a fee based upon the City's estimated cubic yards of the load at

| ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
|----------------------|----------------------|----------------------|----------------|
| (\$30.29) | (\$31.17) | (\$32.08) | <u>\$35.29</u> |

Per cubic yard plus applicable state taxes.

- In addition, if a vehicle leaves without weighing out, it will be charged the full authorized loaded gross vehicle weight.
- B. Special service at a City disposal facility for disposal of unusual or nonstandard municipal solid waste, as determined by the City, or other special labor costs is at the rate of seventy-five dollars, plus applicable state taxes, per hour or fraction thereof, with a twenty-five dollar minimum charge.
- The special service fee shall be in addition to the assessed tipping fee based on weight.

C. Where a customer loses his/her loop tag at the disposal site, the City's representative at the disposal site scales will estimate the charge for the customer's load and such estimation will bind the customer.

1. The minimum charge will be for a one-ton load, or more if a larger load is estimated.
2. In addition, the customer may be required to pay a five dollar (\$5.00) lost card fee.

D. Use of scales for weighing only:

| | | | |
|----------------------|----------------------|----------------------|----------------|
| ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| (\$18.60) | (\$19.14) | (\$19.70) | <u>\$21.67</u> |

Section 6: Effective Date. This ordinance shall take effect and be in force on January 1, 2024.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
08/21/2023

| | |
|-----------------------|------------|
| Date Rec'd | 8/2/2023 |
| Clerk's File # | ORD C36428 |
| Renews # | |

| | | | |
|---------------------------|---|----------------------|--------|
| Submitting Dept | PUBLIC WORKS | Cross Ref # | C35530 |
| Contact Name/Phone | MARLENE FEIST 625-6505 | Project # | |
| Contact E-Mail | MFEIST@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | First Reading Ordinance | Requisition # | |
| Agenda Item Name | 4500 – SOLID WASTE COLLECTION RATES ORDINANCE | | |

Agenda Wording

An ordinance relating to the rates of solid waste collection public utilities and services, amending SMC sections 13.02.0336, 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0518, 13.02.0520, 13.02.0528,

Summary (Background)

The ordinance reflects an annual increase of 10% to solid waste collection for 2024 and includes updates and clarifications of definitions and fee schedules. Public Works will promote a plan to complete a three-year rate setting process for 2025 through 2027.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

| | | |
|--------|----|---|
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |

Budget Account

| | | | |
|-----------------------------|---------------------|---------------------------------------|-------------------------|
| Approvals | | Council Notifications | |
| Dept Head | FEIST, MARLENE | Study Session\Other | Finance 6/17/23 |
| Division Director | FEIST, MARLENE | Council Sponsor | Kinnear/Bingle/Stratton |
| Finance | ALBIN-MOORE, ANGELA | Distribution List | |
| Legal | SCHOEDEL, ELIZABETH | ddaniels@spokanecity.org | |
| For the Mayor | JONES, GARRETT | publicworksaccounting@spokanecity.org | |
| Additional Approvals | | eraea@spokanecity.org | |
| Purchasing | | eschoedel@spokanecity.org | |
| | | kemiller@spokanecity.org | |
| | | mfeist@spokanecity.org | |



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

13.02.0552, and 13.02.0554; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

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

Distribution List

| | |
|--|--|
| | |
| | |
| | |
| | |

Committee Agenda Sheet

Finance Committee

| | |
|---|--|
| 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: 15 Minutes |
| Agenda Item Name | Utility Rates for 2024 |
| Summary (Background) | <p>Approved rates for the City of Spokane’s water, wastewater and solid waste utilities extend through the end of 2023. Public Works will present its proposal for updating rates for 2024.</p> <p>The proposal remains firmly committed to our rate-setting principles with a keen eye on affordability for all customers. We have a particular need to manage increased hard costs in Solid Waste that this proposal will address.</p> <p>PW also will promote a plan to complete a three-year rate setting process for 2025 through 2027. That look would include information from other work that is currently under way, including the cost of service analysis for water and wastewater, the finalization of GFC rate structures, the completion of a comprehensive water capital plan, and an ongoing analysis of costs in solid waste.</p> |
| Proposed Council Action & Date: | Approve utility rates for 2024; action anticipated in August 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 <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible.</p> <p>The City’s utilities serve all customers. Bill support is available for low-income seniors and disabled individuals and through the U-Help program, along with remaining support as a result of the</p> | |

pandemic. Also, customers can reduce their monthly bills by recycling more and making choices about their indoor and outdoor water usage.

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?

Budgets will be analyzed to ensure that costs of services are covered.

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 the Comprehensive Plan, utility capital plans and budgets.

ORDINANCE NO. C36428

AN ORDINANCE relating to the rates of solid waste collection public utilities and services, amending SMC sections 13.02.0336, 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0518, 13.02.0520, 13.02.0528, 13.02.0552, and 13.02.0554; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.02.0336 is amended to read as follows:

13.02.0336 Residential Containers

- A. Only premises generating solid waste of a nature and quantity typical for (~~single-family~~) residential households are eligible for service with residential style automated carts.
- B. Premises approved by the director as eligible for residential service may use the following containers for mixed municipal solid waste:

- 1. Automated Cart Service.

Automated carts are available in three sizes:

- a. Thirty(~~two~~) gallons (equivalent to a regular garbage can).
 - b. Sixty(~~eight~~) gallons (equivalent to two regular garbage cans); and
 - c. Ninety(~~five~~) gallons (equivalent to three regular garbage cans).
- 2. Recyclable materials carts have a sixty(~~four~~) or ninety gallon capacity. Larger volume service may be furnished with larger commercial-capacity containers.

Section 2: That SMC section 13.02.0502 is amended to read as follows:

13.02.0502 Residential Service Rates

- A. Service is billed monthly and is calculated by the size of the cart multiplied by the number of carts. There is an additional cost for service if cart is not placed at the curbside.
 - 1. Single-family residential premises or equivalent are presumed to require service of at least one thirty(~~two~~) gallon automated cart.

B. Rates include all taxes imposed on the department. Taxes imposed on the customer are not included in rates stated, but added on to the rates specified herein.

C. Adjacent Service.

Container pickup location is up to ~~((six))~~ two feet from vehicle access point for automated service or ~~((twelve))~~ six feet from the collection vehicle access point for semi-automated service areas. For semi-automated service, automated carts more than ~~((twelve))~~ six feet from the pickup location will be charged for rollout at rates specified hereafter.

| Residential Automated Cart Service | Monthly Amount | | | |
|------------------------------------|-------------------------|-------------------------|-------------------------|----------------|
| | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| 20 gallon (Discontinued) | (((\$15.68)) | (((\$16.14)) | (((\$16.60)) | <u>\$18.26</u> |
| ((32)) 30 gallon | (((\$18.64)) | (((\$19.18)) | (((\$19.73)) | <u>\$21.70</u> |
| ((68)) 60 gallon | (((\$33.73)) | (((\$34.71)) | (((\$35.72)) | <u>\$39.29</u> |
| ((95)) 90 gallon | (((\$49.25)) | (((\$50.68)) | (((\$52.15)) | <u>\$57.37</u> |

D. Debris extending above the top of the automated cart such that the lid is at or above a forty-five degree angle will be charged at a rate of:

| ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
|------------------------|------------------------|------------------------|---------------|
| (((\$4.36)) | (((\$4.49)) | (((\$4.62)) | <u>\$5.08</u> |

E. Rollout Service.

| Rollout Service (Pack-out is on a per automated cart basis.) | Monthly Amount | | | |
|--|-------------------------|-------------------------|-------------------------|----------------|
| | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| Container pickup location from collection vehicle access (in feet). | | | | |
| ((6)) 2 feet (Automated) / ((12)) 6 feet (Semi-automated) to 50 feet | (((\$14.90)) | (((\$15.33)) | (((\$15.78)) | <u>\$17.36</u> |
| More than 50 feet to 100 feet | (((\$29.77)) | (((\$30.63)) | (((\$31.52)) | <u>\$34.67</u> |
| More than 100 feet to 150 feet | (((\$44.63)) | (((\$45.92)) | (((\$47.25)) | <u>\$51.98</u> |
| More than 150 feet to 200 feet | (((\$59.50)) | (((\$61.22)) | (((\$63.00)) | <u>\$69.30</u> |

F. Extra/additional items and extra automated cart dumping charges.

1. Occasional, infrequent extra waste material (boxes, bags, cans, carts, etc.) which can be readily loaded by hand and when placed at curb or alley will be taken and charged as additional items. Additional items are based on 30-35 gallons; items in excess of 30-35 gallons will be charged a higher fee.
2. Regular extra waste will require service upgrade to a larger service category. Cart charges are based on actual cart size multiplied by the base per unit price.

| | ((2021)) | ((2022)) | ((2023)) | 2024 |
|--------------------------------------|--------------|--------------|--------------|---------|
| Additional items (per item) | | | | |
| Adjacent service | (((\$4.36)) | (((\$4.49)) | (((\$4.62)) | \$5.08 |
| Rollout service | (((\$5.52)) | (((\$5.68)) | (((\$5.84)) | \$6.42 |
| Extra automated cart dumping charges | | | | |
| ((32)) 30 gallon | (((\$4.66)) | (((\$4.80)) | (((\$4.94)) | \$5.43 |
| ((68)) 60 gallon | (((\$8.43)) | (((\$8.67)) | (((\$8.92)) | \$9.81 |
| ((95)) 90 gallon | (((\$12.32)) | (((\$12.67)) | (((\$13.04)) | \$14.34 |
| Contaminated recycling cart | (((\$8.43)) | (((\$8.67)) | (((\$8.92)) | \$9.81 |
| Contaminated yard cart | (((\$12.32)) | (((\$12.67)) | (((\$13.04)) | \$14.34 |

G. Overloaded/Overweight/Oversize Containers.

1. Overloaded

Debris extending above the top of the automated cart such that the lid is at or above a forty-five degree angle will be charged at a rate of:

| ((2023)) | 2024 |
|-------------|--------|
| (((\$4.62)) | \$5.08 |

((4)) 2. Overweight.

For residential service, those containers in excess of the maximum allowed weight, as referenced in SMC 13.02.0354(A), are subject to an overweight charge per container, if accepted, of the following:

| ((2021)) | ((2022)) | ((2023)) | 2024 |
|-------------|-------------|-------------|--------|
| (((\$4.36)) | (((\$4.49)) | (((\$4.62)) | \$5.08 |

- a. For purposes of assessing an overweight cart or container charge, the good faith estimation of the solid waste collector shall be sufficient to support the charge, absent further information, considering that such employees handle

a high volume of carts and containers with regularity and are familiar with standard cart and container weight limits prescribed herein.

- b. In practice, for an overweight container charge, the assessment generally arises where the solid waste collector requires assistance.

Section 3: That SMC section 13.02.0504 is amended to read as follows:

13.02.0504 Commercial Service Rates – Dumpsters

Rates are stated for monthly billing with once weekly collection for non-compacted solid waste.

- A. Dumpster service is provided through front-end or rear-load dumpsters. In addition to a flat container placement charge, the monthly service charge is based on a ~~((one-yard dumpster multiplied by the number of yards in))~~ the size of dumpster multiplied by the number of weekly pickups multiplied by the number of dumpsters.

| Commercial Service Rates | Monthly Amount | | | |
|--|----------------|---------------|---------------|----------|
| | ((2021)) | ((2022)) | ((2023)) | 2024 |
| Dumpster service | | | | |
| 1 cubic yard | (((\$100.01)) | (((\$102.92)) | (((\$105.89)) | \$116.48 |
| 2 cubic yard | (((\$200.00)) | (((\$205.80)) | (((\$211.76)) | \$232.94 |
| 3 cubic yard | (((\$300.02)) | (((\$308.72)) | (((\$317.67)) | \$349.44 |
| 4 cubic yard | (((\$400.02)) | (((\$411.62)) | (((\$423.56)) | \$465.92 |
| 6 cubic yard | (((\$600.02)) | (((\$617.42)) | (((\$635.33)) | \$698.86 |
| Dumpster lockbar for front-load dumpsters installation fee | (((\$100.55)) | (((\$103.47)) | (((\$106.47)) | \$117.12 |

Section 4: That SMC section 13.02.0506 is amended to read as follows:

13.02.0506 Commercial Service Rates – Rolloffs

- A. Rolloff service is provided through twenty- or thirty-cubic-yard containers furnished by the department.
- B. In addition to the flat container placement charge, rolloff rates are computed as the sum of a pickup hauling fee plus a disposal fee computed by weight at the time of disposal.

| Pickup Hauling Fee | ((2021)) | ((2022)) | ((2023)) | 2024 |
|-----------------------|---------------|---------------|---------------|----------|
| Loose solid waste | (((\$142.50)) | (((\$146.63)) | (((\$150.88)) | \$165.97 |
| Compacted solid waste | (((\$168.61)) | (((\$173.50)) | (((\$178.53)) | \$196.38 |

- C. Minimum charge is one haul per month unless the director determines weekly service is necessary because of inclusion of putrescible materials.

Section 5: That SMC section 13.02.0508 is amended to read as follows:

13.02.0508 Commercial Container Service, Placement

- A. For all commercial capacity containers, the following rules apply:

1. To avoid container damage, location changes are to be made by the department.
2. Where customer needs require the container be moved, an additional container placement charge is assessed at the following rates:

| | | | |
|-------------------------|-------------------------|-------------------------|----------------|
| ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| (((\$30.17)) | (((\$31.05)) | (((\$31.95)) | <u>\$35.15</u> |

3. A delivery charge accrues for cancellation of a container delivery request on less than twenty-four hours' notice.

- B. An additional service call charge is assessed if the collection vehicle must return to dump a container that had been scheduled and not dumped for any reason not of the department's responsibility.

1. If the collection vehicle is required to move/pull out a front-load (one- to six-cubic-yard) container for the dump, a "pullout" fee is charged in addition to the disposal/dump charge at the following rates:

| | | | |
|-------------------------|-------------------------|-------------------------|----------------|
| ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| (((\$30.17)) | (((\$31.05)) | (((\$31.95)) | <u>\$35.15</u> |

2. Accepting delivery of the dumpsters includes acceptance of these additional charges where the department determines necessary.

- C. If the driver must exit the truck to open an enclosure gate, a fee may be assessed at the following rates:

| | | | |
|-------------------------|-------------------------|-------------------------|----------------|
| ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| (((\$15.51)) | (((\$16.16)) | (((\$16.64)) | <u>\$18.30</u> |

- D. Once a container is placed, billing continues until the container is removed from the property by the department.

Section 6: That SMC section 13.02.0510 is amended to read as follows:

13.02.0510 Commercial Service Rates – Compactors

Rates are stated for monthly billing with once weekly collection for compacted solid waste.

A. Where the customer supplies the compactor unit for disposal, the charge is per cubic yard of a container, provided that where the director determines an account should not be billed by cubic yard (e.g., as with rolloff boxes), an account will be billed for services in accord with the otherwise applicable rate schedule; e.g., the applicable tipping fee rate. Compactors with putrescible materials, as determined by the director, must be emptied weekly. The monthly service charge is based on ~~((a one-yard compactor multiplied by the number of yards in))~~ the size of the compactor multiplied by the number of weekly pickups multiplied by the number of compactors.

| Commercial Compactors | Monthly Amount | | | |
|-----------------------|-----------------|-----------------|-----------------|-------------------|
| | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| Compactor service | | | | |
| 1 cubic yard | (((\$193.26)) | (((\$198.86)) | (((\$204.63)) | <u>\$225.09</u> |
| 2 cubic yard | (((\$386.52)) | (((\$397.73)) | (((\$409.27)) | <u>\$450.20</u> |
| 3 cubic yard | (((\$579.78)) | (((\$596.59)) | (((\$613.89)) | <u>\$675.28</u> |
| 4 cubic yard | (((\$773.05)) | (((\$795.46)) | (((\$818.53)) | <u>\$900.38</u> |
| 5 cubic yard | (((\$966.29)) | (((\$994.31)) | (((\$1,023.15)) | <u>\$1,125.47</u> |
| 6 cubic yard | (((\$1,159.54)) | (((\$1,193.17)) | (((\$1,227.77)) | <u>\$1,350.55</u> |

B. Preparation of a compaction unit in order to ready it for dumping is the responsibility of the customer. This includes any lines, latches, and handles, and wheeling it into position for dumping by City equipment.

1. A fee is assessed if any part of the container preparation is done by City personnel at the following rate:

| ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
|--------------|--------------|--------------|----------------|
| (((\$30.17)) | (((\$31.05)) | (((\$31.95)) | <u>\$35.15</u> |

C. Compacted waste is charged according to the time consumed and volume when placed in a customer-owned container. All other compacted solid waste, bales, etc., may be charged by volume, weight, or time to load at the department's discretion.

| Special Compactor Services Requiring Extra Loading Time | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
|---|--------------|--------------|--------------|----------------|
| Minimum charge | (((\$10.06)) | (((\$10.36)) | (((\$10.66)) | <u>\$11.73</u> |
| Per estimated 10 minute interval | (((\$10.06)) | (((\$10.36)) | (((\$10.66)) | <u>\$11.73</u> |

Section 7: That SMC section 13.02.0512 is amended to read as follows:

13.02.0512 Return Trip Charges

- A. A return trip charge accrues where a collection vehicle (general solid waste or recycling) passes a premises and must return to collect materials for any reason except department fault or error. Reasons include failure to:
1. have container properly prepared for pickup,
 2. have container at the required container pickup location,
 3. have container at the required location at the required time, or
 4. remove obstacles to department vehicle access

| Return Trip Charges (Per Stop) | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
|--|-------------------------|-------------------------|-------------------------|----------------|
| Automated ((Solid Waste Cart Service or Recycling)) Cart | (((\$14.95)) | (((\$15.08)) | (((\$15.52)) | <u>\$17.07</u> |
| Commercial container dumpster/recycling dumpster | (((\$30.17)) | (((\$31.05)) | (((\$31.95)) | <u>\$35.15</u> |
| Commercial container rolloff | (((\$31.95)) | (((\$35.15)) | (((\$31.95)) | <u>\$35.15</u> |
| Move cart for access | (((\$7.91)) | (((\$8.70)) | (((\$7.91)) | <u>\$8.70</u> |

- B. A return trip or service call charge is also assessed for customer-requested container deliveries, container retrievals or trips resulting from a customer’s special handling needs, as determined by the City.
- C. Return trip charges are in addition to service call charges. Where collection does not occur for any reason not the fault or error of the department, the regular collection charges accrue to the premises. This does not include the tonnage or weight charge added to rollofs.

Section 8: That SMC section 13.02.0514 is amended to read as follows:

13.02.0514 Additional Charges for Commercial Containers

- A. Debris extending above the top of the container will be charged per cubic yard. Minimum fee is for one cubic yard.:

| | | | |
|-------------------------|-------------------------|-------------------------|----------------|
| ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| (((\$32.99)) | (((\$33.95)) | (((\$34.93)) | <u>\$38.42</u> |

- B. On-site labor charge (where collection crew is delayed by site conditions and/or must supply additional site clean-up labor or other services, e.g. where container contents are spilled due to overfill, loose lid, or other conditions, or where access is blocked by debris):

| On-site Labor Charge | ((2021)) | ((2022)) | ((2023)) | 2024 |
|----------------------------------|--------------|--------------|--------------|----------------|
| Minimum charge | (((\$30.17)) | (((\$31.05)) | (((\$31.95)) | <u>\$35.15</u> |
| Per estimated 15-minute interval | (((\$30.17)) | (((\$31.05)) | (((\$31.95)) | <u>\$35.15</u> |

- C. When City personnel are required to adjust the materials on an overloaded container, a labor or preparation fee is assessed based upon time needed.

Section 9: That SMC section 13.02.0518 is amended to read as follows:

13.02.0518 Container Cleaning, Pressure Wash, Refurbishment Charge

- A. Pressure Washing.

General container cleaning service may be provided on a time and materials basis whenever requested or ordered by the department. Charges may increase or decrease based on current costs and contracts. Pressure Washing may not be adequate to remove all materials. The following charges apply to container cleaning and pressure washing:

| Container Cleaning and Pressure Washing Charge | ((2021)) | ((2022)) | ((2023)) | 2024 |
|--|--------------|--------------|---------------|-----------------|
| ((Pressure Washing per hour)) | | | | |
| ((Sandblasting – per hour)) | (((\$95.00)) | (((\$97.76)) | (((\$100.59)) | |
| ((Repair and Welding – per hour)) | (((\$85.00)) | (((\$87.47)) | (((\$90.00)) | |
| ((Paint – per hour)) | (((\$95.99)) | (((\$98.77)) | (((\$101.64)) | |
| ((Decaling and Striping – per hour)) | (((\$50.00)) | (((\$51.45)) | (((\$52.94)) | |
| ((Delivery and Pickup – per hour)) | (((\$50.00)) | (((\$51.45)) | (((\$52.94)) | |
| <u>Front-Load & Rear-Load Dumpsters – per hour</u> | | | | <u>\$74.99</u> |
| <u>Rolloff – per hour</u> | | | | <u>\$104.21</u> |
| <u>30 gallon automated cart</u> | | | (((\$13.29)) | <u>\$14.62</u> |
| <u>60 gallon automated cart</u> | | | (((\$19.97)) | <u>\$21.97</u> |
| <u>90 gallon automated cart</u> | | | (((\$26.62)) | <u>\$29.28</u> |

- B. Refurbishment.

When a customer discontinues service or a container otherwise needs ((a thorough cleanout)) repairs or restoration of a container because of either customer request or departmental order, the department assesses a refurbishment fee. The department may use an independent contractor or assess a time and materials fee. Charges may increase or decrease based on current costs and contracts. Refurbishment charges, subject to change, are:

| Refurbishment Charges | ((2021)) | ((2022)) | ((2023)) | 2024 |
|--|----------|----------|----------|------|
| ((Base – Rear-load refuse container | | | | |
| ((1 cubic yard | \$183.51 | \$188.83 | \$194.31 | |
| 2 cubic yard | \$194.84 | \$200.49 | \$206.31 | |
| 3 cubic yard | \$241.33 | \$248.33 | \$255.53 | |
| 4 cubic yard | \$251.39 | \$258.69 | \$266.19 | |
| 6 cubic yard | \$275.28 | \$283.26 | \$291.48 | |
| Bottoms – Rear-load Refuse container | | | | |
| 1 cubic yard | \$167.18 | \$172.03 | \$177.02 | |
| 2 cubic yard | \$169.70 | \$174.62 | \$179.69 | |
| 3 cubic load | \$186.03 | \$191.43 | \$196.98 | |
| 4 cubic load | \$203.64 | \$209.54 | \$215.62 | |
| 6 cubic load | \$243.86 | \$250.93 | \$258.21 | |
| Lids – Rear-load refuse container | | | | |
| 1 cubic yard | \$92.96 | \$85.36 | \$87.84 | |
| 2 cubic yard | \$89.25 | \$91.83 | \$94.50 | |
| 3 cubic yard | \$150.83 | \$155.20 | \$159.71 | |
| 4 cubic yard | \$178.49 | \$183.67 | \$188.99 | |
| 6 cubic yard | \$197.33 | \$203.05 | \$208.94 | |
| Swing lids for 3, 4, and 6 cubic yard | \$169.70 | \$174.62 | \$179.69 | |
| Casters – Rear-load refuse container | | | | |
| 1, 2, 3, 4, and 6 cubic yard | \$13.83 | \$14.23 | \$14.64 | |
| Base – Front-load refuse container | | | | |
| 1 cubic yard | \$189.80 | \$195.30 | \$200.97 | |
| 2 cubic yard | \$213.68 | \$219.88 | \$226.26 | |
| 3 cubic yard | \$227.51 | \$248.33 | \$240.90 | |
| 4 cubic yard | \$241.33 | \$248.33 | \$255.53 | |
| 6 cubic yard | \$248.07 | \$292.30 | \$300.78 | |
| Bottoms – Front-load refuse container | | | | |
| 1 cubic yard | \$138.28 | \$142.29 | \$146.41 | |
| 2 cubic yard | \$153.35 | \$157.80 | \$162.38 | |
| 3 cubic yard | \$199.85 | \$205.65 | \$211.61 | |
| 4 cubic yard | \$219.99 | \$226.37 | \$232.93 | |
| 6 cubic yard | \$257.69 | \$265.17 | \$272.86 | |
| Lids – Front-load refuse container | | | | |

| | | | | |
|---|------------|------------|-----------------------|----------|
| 1 cubic yard | \$93.03 | \$95.73 | \$98.51 | |
| 2 cubic yard | \$99.30 | \$102.18 | \$105.14 | |
| 3 cubic yard | \$99.30 | \$102.18 | \$105.14 | |
| 4 cubic yard | \$106.84 | \$109.94 | \$113.13 | |
| 6 cubic yard | \$106.84 | \$109.94 | \$113.13 | |
| Pocket covers for 1-2-3-4 & 6 cubic yard | \$69.14 | \$71.14 | \$73.21 | |
| Base – Rolloff containers | | | | |
| 20 cubic yard | \$1,828.89 | \$1,881.93 | \$1,936.51 | |
| 30 cubic yard | \$2,004.86 | \$2,063.00 | \$2,122.83 | |
| 40 cubic yard | \$2,363.09 | \$2,431.62 | \$2,502.13 | |
| Screened dome lid for 20 & 30 cubic yard | \$1,678.05 | \$1,726.72 | \$1,776.79 | |
| Solid dome lid for 20, 30, & 40 cubic yard)) | \$1,948.30 | \$2,004.80 | \$2,062.94 | |
| Cleaning & Prep – per hour | | | (\$40.00) | \$44.00 |
| Sandblasting – per hour | | | (\$89.00) | \$97.90 |
| Repair and Welding – per hour | | | (\$85.00) | \$93.50 |
| Paint – per hour | | | (\$89.00) | \$97.90 |
| Decaling and Striping – per hour | | | (\$50.00) | \$55.00 |
| Front Load & Rear Load Dumpster hauling to and from refurbishment facility – per hour | | | (\$50.00) | \$55.00 |
| ((Container)) Rolloff hauling for refurbishment facility (round trip) | | | (\$150.88) | \$165.97 |

The department's cost for materials (steel, lids, winch handles, etc.) including any mark up and sales tax, used to repair or refurbish containers either by the city or an independent contractor, will be charge back to the customer, in addition to the charges listed in the table above in SMC 13.02.0518, Section B.

Section 10: That SMC section 13.02.0520 is amended to read as follows:

13.02.0520 Temporary Account

- A. Some premises needs may increase or arise on a temporary basis, such as construction, remodeling, demolition, or other short-term events.
 - 1. Customer requests for temporary accounts may not exceed one hundred eighty days continuously within any calendar year period. After that time,

any temporary container may be removed from the premises after notice or attempt to notify the customer or owner by the department.

- B. Use of a temporary container does not displace regular solid waste service for ongoing premises needs, which must continue to be accepted. Regular solid waste generated by premises is not permitted in temporary containers. Where the director determines premises needs exceed one hundred eighty days, or it appears there may be putrescible materials accumulating, regular mandatory weekly service provisions apply.

| Temporary Account | ((2021)) | ((2022)) | ((2023)) | 2024 |
|---|----------------------|----------------------|-----------------------|-----------------|
| Delivery charge | ((<u>\$30.17</u>)) | ((<u>\$31.05</u>)) | ((<u>\$31.95</u>)) | <u>\$35.15</u> |
| Dumpster service for (3-6 cubic yard containers) ((rental fees)) – Flat Daily Charge (Rental Fee) | ((<u>\$2.41</u>)) | ((<u>\$2.48</u>)) | ((<u>\$2.55</u>)) | <u>\$2.81</u> |
| ((*Plus appropriate disposal fee based on size of containers)) | | | | |
| Dump Fee 3 Cubic Yard Containers | | | ((<u>\$109.44</u>)) | <u>\$120.38</u> |
| Dump Fee 6 Cubic Yard Containers | | | ((<u>\$218.89</u>)) | <u>\$240.78</u> |
| Rolloff Service – Flat daily charge (Rental Fee) | | | ((<u>\$5.08</u>)) | <u>\$5.59</u> |
| Rolloff Service – Load haul fee (Per load) | | | ((<u>\$150.88</u>)) | <u>\$165.97</u> |

Weight fee for Rolloff Service: As provided in SMC 13.02.0560.

- C. Rental fee does not include Washington State sales tax.

Section 11: That SMC section 13.02.0528 is amended to read as follows:

13.02.0528 Rates for Equipment and Labor – Packer and Nonpacker

- A. Department vehicle and labor service is supplied with two kinds of vehicles: Single-axle nonpacker trucks and tandem-axle packer trucks.
1. Disposal fees are charged in addition to equipment and labor charges.
 2. Regular garbage collection vehicles are also called “packer” trucks because they operate with a compaction facility that pushes or packs in waste. For

some disposal needs, such as odd-shaped debris or materials, regular open bed trucks are more suitable. These vehicles are called “nonpacker” trucks.

3. Department packer trucks are all larger tandem-axle design. Department nonpacker trucks are all smaller single-axle design.
4. Distinguished from this service is rolloff service, where a rolloff box is loaded by the customer, rather than with department labor. (See SMC 13.02.0506)

B. Rates.

Rates in this section are stated based on fifteen-minute increments. The minimum charge is fifteen minutes.

| Packer and Nonpacker Trucks | ((2021)) | ((2022)) | ((2023)) | 2024 |
|---|----------------------|----------------------|----------------------|----------------|
| Nonpacker, single-axle, truck, and driver | ((<u>\$27.01</u>)) | ((<u>\$37.79</u>)) | ((<u>\$28.60</u>)) | <u>\$31.46</u> |
| Each extra person | ((<u>\$22.49</u>)) | ((<u>\$23.15</u>)) | ((<u>\$23.82</u>)) | <u>\$26.20</u> |
| Tandem-axle truck, driver, and loader | ((<u>\$37.53</u>)) | ((<u>\$38.62</u>)) | ((<u>\$39.74</u>)) | <u>\$43.71</u> |

- C. In addition to the labor and equipment charges, there is added to subsection (B) of this section a charge for waste disposal, as shown in SMC 13.02.0560, except that the minimum charge for waste disposal shall be equal to one-quarter of the applicable tonnage fee.

D. Overtime Periods.

When a customer requests service on holidays, Saturdays, or Sundays, or other overtime periods, an additional charge equal to the total labor paid plus the normal hauling fee shall apply.

Section 12: That SMC section 13.02.0552 is amended to read as follows:

13.02.0552 Recycling Rates- Nonresidential – Residential Premises with Multi-unit Dwellings Premises – Additional

- A. The following rates apply to premises with multi-unit dwellings where the director determines larger volume containers are needed. In addition to the residential recycling program, customers not otherwise participating may request recycling service of any and all materials accepted in the curbside program under the following rates. (See SMC 13.02.0122(B))
- B. Collection of single-stream recyclables is available weekly (with the exception of carts) at the following monthly rates:

| Nonresidential & Multi-unit Dwellings | Monthly Amount | | | |
|--|-----------------------|-----------------------|-----------------------|-----------------|
| | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| Collection of single-stream recyclables | | | | |
| ((32)) 30, ((64)) 60, & ((95)) 90 gallon cart (bi-weekly service) | ((16.88)) | ((17.36)) | ((17.87)) | <u>\$19.66</u> |
| One cubic yard dumpster | ((35.19)) | ((36.21)) | ((37.26)) | <u>\$40.99</u> |
| Two cubic yard dumpster | ((54.04)) | ((55.58)) | ((57.19)) | <u>\$62.91</u> |
| Three cubic yard dumpster | ((81.04)) | ((83.36)) | ((85.78)) | <u>\$94.36</u> |
| Four cubic yard dumpster | ((107.99)) | ((111.13)) | ((114.35)) | <u>\$125.79</u> |
| Six cubic yard dumpster | ((162.02)) | ((166.71)) | ((171.55)) | <u>\$188.71</u> |
| Loose Yardage | | | | |
| One yard | ((47.77)) | ((49.15)) | ((50.58)) | <u>\$55.64</u> |
| Two yards | ((66.57)) | ((68.50)) | ((70.48)) | <u>\$77.53</u> |
| Three yards | ((93.57)) | ((96.28)) | ((99.07)) | <u>\$108.98</u> |
| Four yards | ((120.57)) | ((124.06)) | ((127.66)) | <u>\$140.43</u> |
| Six yards | ((174.59)) | ((179.65)) | ((184.86)) | <u>\$203.35</u> |

- C. Rollout rates, including packouts for recycling carts, are available at the same increment and percentage of increase as the general mixed solid waste rate (one-half of standard sixty~~((eight))~~ gallon refuse rate for each fifty feet for items not within six feet of pickup location).
- D. Load Truck Loose Yardage Recyclables – Collection Rates/Hour (hand-loaded). Rates in this section are stated based on fifteen-minute increments. The minimum charge is thirty minutes.

| Load Truck Loose Yardage Recyclables | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
|--------------------------------------|----------------------|----------------------|----------------------|----------------|
| Single-axle truck and driver | ((26.10)) | ((26.85)) | ((27.63)) | <u>\$30.39</u> |
| Tandem-axle truck driver | ((36.28)) | ((37.33)) | ((38.42)) | <u>\$42.26</u> |

- E. The department retains any proceeds from sale of recyclables.
- F. Loads including non-recyclable solid waste are charged as a regular solid waste load, in addition to return trip charges applicable.
- G. The director of solid waste management reserves the right to deny service to any generator that does not meet a minimum standard of recyclable quality as determined by the director’s evaluation.

Section 13: That SMC section 13.02.0554 is amended to read as follows:

13.02.0554 Clean Green Yard Waste Collection

- A. Any customer may apply to the department for collection of “clean green” yard waste. Participation is voluntary.
1. To be accepted as “clean green” yard waste, material must consist of grass, leaves, pine needles, pine cones, thatch, vines, weeds, and branches, or other such fresh yard waste type material, not putrefied. Food scraps and compostable paper products are acceptable.
 2. Woody material must be no more than three inches in diameter and not extend outside the approved collection container.
 3. Material may be bundled with rope or string next to the container not to exceed six feet in length.
 4. Total gross cart weight may not exceed two hundred fifty pounds.
- B. In addition to subsection (A) of this section, customers are cautioned that “clean green” yard material may not contain any of the following:
1. Sod (beyond small amounts).
 2. Rocks.
 3. Dirt.
 4. Gravel.
 5. Concrete.
 6. Glass.
 7. Metal.
 8. Plastic.
 9. ~~((Reserved))~~ Treated wood/bark.
 10. Animal feces.
 11. Paint residue.
 12. Christmas or holiday decorations.
 13. Non-compostable paper products.
 14. Flocking.

- 15. Dimensional lumber.
- 16. Stumps/roots.
- 17. Charcoal/Ash

A load is further not considered clean green if it emanates a strong odor, detectable by an ordinary person at a distance of thirty feet. Loads submitted not acceptable as clean green will be left by clean green collection crews and must be handled as a category solid waste. The rate shall be as for a ninety((-five)) gallon automated style container, as set in SMC 13.02.0502.

C. The collection day for clean green yard waste shall be on a weekly basis during the season which generally runs from March through November, on the same day as the customer's regular solid waste collection. Service is provided only in ninety((-five)) gallon carts supplied by the department.

D. The service is billed and payable monthly, as follows:

| | | | | |
|-----------------------------------|---------------|---------------|---------------|------------------|
| Clean Green Yard Waste Collection | ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| March thru November | (((\$17.79)) | (((\$18.31)) | (((\$18.84)) | <u>\$20.72</u> |
| December thru February | ((No Charge)) | ((No Charge)) | ((No charge)) | <u>No charge</u> |
| Extra Dump | (((\$4.46)) | (((\$4.58)) | (((\$4.72)) | <u>\$5.19</u> |

B. Yard waste cart packout charged at same rate as refuse (one half of standard sixty((-eight)) gallon refuse rate for each fifty feet for items not within the six feet of pickup location).

E. There is no container delivery charge for the first delivery to a given customer. Thereafter, the redelivery charge is the same amount as the container pickup fee as listed below.

- 1. The container pickup fee is:

| | | | |
|--------------|--------------|--------------|----------------|
| ((2021)) | ((2022)) | ((2023)) | <u>2024</u> |
| (((\$30.17)) | (((\$31.05)) | (((\$31.95)) | <u>\$35.15</u> |

if requested within twelve months of the initial delivery.

The customer is responsible for the cost of cart replacement in case of loss or damage.

Section 14. Effective Date. This ordinance shall take effect and be in force on January 1, 2024.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
08/21/2023

| | |
|-----------------------|------------|
| Date Rec'd | 7/26/2023 |
| Clerk's File # | ORD C36429 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|---|
| Submitting Dept | WASTEWATER MANAGEMENT |
| Contact Name/Phone | KYLE ARRINGTON 625-4647 |
| Contact E-Mail | KARRINGTON@SPOKANECITY.ORG |
| Agenda Item Type | First Reading Ordinance |
| Agenda Item Name | 4320 WASTEWATER MANAGEMENT SEWER ORDINANCE AMENDMENTS |

Agenda Wording
Amendments to SMC 13.03 regarding requirements for grease control devices, oil/water separators, and sand traps within the City's sewer service area. The goal of these proposed changes is to reduce instances of City sewer pipe obstruction and cost.

Summary (Background)
These changes have been coordinated with Spokane County, and include definitions, design and construction standards, required maintenance frequencies, cleaning criteria, and record keeping requirements. Businesses will now have detailed benchmarks for their required wastewater treatment systems. One proposed change (SMC 13.03.1216) removes outdated information and language regarding wastewater haulers.

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

| | | | |
|-----------------------------|---------------------|------------------------------|----------------------|
| Approvals | | Council Notifications | |
| Dept Head | GENNETT, RAYLENE | Study Session\Other | PIES 7/24/23 |
| Division Director | FEIST, MARLENE | Council Sponsor | CM Kinnear CM Bingle |
| Finance | ALBIN-MOORE, ANGELA | Distribution List | |
| Legal | PICCOLO, MIKE | hbarnhart@spokanecity.org | |
| For the Mayor | JONES, GARRETT | kkeck@spokanecity.org | |
| Additional Approvals | | mmurray@spokanecity.org | |
| Purchasing | | Tax & Licenses | |
| | | atagnani@spokanecity.org | |
| | | | |
| | | | |

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability

| | |
|--|--|
| Submitting Department | Public Works – Riverside Park Water Reclamation Facility |
| Contact Name & Phone | Raylene Gennett (509) 625-7901 |
| Contact Email | rgennett@spokanecity.org |
| Council Sponsor(s) | CM Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Sewer Ordinance Amendments – Wastewater Management |
| Summary (Background) | <p>Amendments to SMC 13.03 regarding requirements for grease control devices, oil/water separators, and sand traps within the City’s sewer service area. The goal of these proposed changes is to reduce instances of City sewer pipe obstruction and costly cleanups.</p> <p>These changes have been coordinated with Spokane County, and include definitions, design and construction standards, required maintenance frequencies, cleaning criteria, and record keeping requirements. Businesses will now have detailed benchmarks for their required wastewater treatment systems.</p> <p>One proposed change (SMC 13.03.1216) removes outdated information and language regarding wastewater haulers.</p> |
| Proposed Council Action & Date: | Council Consent August 7 th , 2023 |
| Fiscal Impact: | |
| Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | |
| Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: | |
| Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) Recop operation costs. | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? | |
| N/A - 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 work is designed to manage costs and continue service delivery in support of all citizens and taxpayers and maintain compliance with regulatory requirements.

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

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

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

This work is consistent with all City Policies and Procedures and is required to maintain compliance with regulatory requirements.

ORDINANCE NO. C36429

AN ORDINANCE relating to updates to the pretreatment ordinances, adding new SMC sections 13.03.0101, 13.03.0216, 13.03.0217, 13.03.0218, 13.03.0219, 13.03.0220, 13.03.0221, 13.02.0222, 13.03.0223, and 13.03.0503; and amending SMC sections 13.03.0502, 13.03.0508, 13.03.0602, 13.03.0622, 13.03.0628, and 13.03.1216, to chapter 13.03 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That a new section, SMC 13.03.0101 shall be added to read as follows:

13.03.0101 Abbreviations

FOG – Fats, oil, and grease.

Section 2: That a new section, SMC 13.03.0216 shall be added to read as follows:

13.03.0216 Grease Control Device(s).

"Grease control device(s)" means an appurtenance or appliance that is installed in a sanitary drainage system to intercept non-petroleum fats, oil, and grease (FOG) from wastewater. There are three types of grease control devices: gravity grease interceptors, hydromechanical grease interceptors, and mechanical grease removal devices.

Section 3: That a new section, SMC 13.03.0217 shall be added to read as follows:

13.03.0217 – Grease Interceptor.

"Grease interceptor" means a large tank installed underground designed to collect and control solid- food wastes and floating grease from wastewater prior to discharge into the sanitary sewer collection system. Grease interceptors are normally installed outside the building and use gravity to separate grease from the wastewater as it moves from one compartment of the interceptor to the next.

Section 4: That a new section, SMC 13.03.0218 shall be added to read as follows:

13.03.0218 Hydromechanical Grease Interceptor.

"Hydromechanical grease interceptor" or "grease trap" means a device placed under or in close proximity to sinks or other fixtures likely to discharge grease in an attempt to

separate, trap and hold oil and grease substances, prior to discharge into the sanitary sewer collection system.

Section 5: That a new section, SMC 13.03.0219 shall be added to read as follows:

13.03.0219 Mechanical Grease Removal Device.

"Mechanical grease removal device" means a power operated device or combination of devices using electrical equipment to heat, filter, siphon, skim or otherwise separate and retain floating grease and solid food waste prior to the wastewater exiting the trap and entering the sanitary sewer collection system.

Section 6: That a new section, SMC 13.03.0220 shall be added to read as follows:

13.03.0220 Oil/Water Separator.

"Oil/water separator" means an appurtenance or appliance that is installed in a sanitary sewer drainage system to intercept petroleum fats, oils, and grease (FOG) from wastewater. There are two types of oil/water separators: baffle type separators and coalescing plate separators.

Section 7: That a new section, SMC 13.03.0221 shall be added to read as follows:

13.03.0221 Sand Trap.

"Sand trap" means an appurtenance or appliance that is installed in conjunction with an oil/water separator to intercept settleable granular particles from wastewater.

Section 8: That a new section, SMC 13.03.0222 shall be added to read as follows:

13.03.0222 Septic Tank.

"Septic tank" means a watertight treatment receptacle receiving the discharge of sewage from a building sewer or sewers, designed and constructed to permit separation of settleable and floating solids from the liquid, and detention and anaerobic digestion of the organic matter, as part of an on-site disposal system.

Section 9: That a new section, SMC 13.03.0223 shall be added to read as follows:

13.03.0223 Wastewater Hauler.

“Wastewater hauler” is a firm permitted to collect and transport materials removed from onsite grease control devices or septic tanks that may be discharged to a local POTW or discharged to a rendering facility. The director may approve industrial waste on a case-by-case basis.

Section 10: That SMC 13.03.0502 is amended to read as follows:

ARTICLE V. ~~((Grease, Oil and Sand Interceptors))~~ Grease Control Devices, Oil/water Separators, Sand Traps

13.03.0502 ~~((Grease traps))~~ Grease Control Devices.

~~((In all cases where a structure is used as a hotel, boardinghouse or restaurant, or where required by the building official or health officer, the owner must provide a properly constructed grease trap through which all wastes of a greasy nature shall be drained. All grease traps are of a type, capacity and design approved by the building official)).~~

Any commercial facility which generates grease waste including but not limited to hotels, boardinghouses, restaurants, or food processing facilities, shall install an approved type of grease control device at the owner’s expense and liability, as part of their waste disposal system. Installation may be required for other facilities by the director, the building and planning department, or the health officer. Design and construction of grease control devices and associated piping shall be in accordance with the more restrictive of the Side Sewer Installation Handbook and Uniform Plumbing Code and must be configured to be readily accessible for maintenance and inspection.

Cross reference(s)—Sewer construction regulations, SMC 13.03.0622

Section 11: That a new section, SMC 13.03.0503 shall be added to read as follows:

13.03.0503 Oil/water Separators, Sand Traps.

Any commercial facility which discharges petroleum and/or settleable granular particles wastes shall install an oil/water separator and/or sand trap as part of their sewer system, at the owner’s expense and liability. Installation may be required for other facilities by the director, the building and planning department, or the health officer. Such commercial facilities include, but are not limited to, car washes, automotive repair/maintenance facilities, and petroleum stations. Design and construction shall be in accordance with the Side Sewer Installation Handbook and City Design Standards, and located as to be readily accessible for maintenance and inspection.

Cross reference(s)—Sewer construction regulations, SMC 13.03.0622.

Section 12: That SMC 13.03.0508 is amended to read as follows:

13.03.0508 Grease Control Devices, Oil/water Separators, Sand Traps — Maintenance.

~~((Where installed, all grease, oil and sand interceptors must be maintained by the owner, at the owner's expense and liability, in good order and condition at all times.))~~

A. All grease control devices, oil/water separators, and sand traps shall be maintained by the owner, at his or her expense and liability, in good order and condition at all times. Existing grease control devices connected to public sewer shall be, cleaned, inspected, and adequately documented per Subsection C. If the grease control device, oil/water separator, or sand trap fails the inspection as not being up to City standards, such device will have to be repaired or replaced at the owner's expense.

B. Grease control devices, oil/water separators, and sand traps shall be cleaned on a sufficient frequency to prevent objectionable odors, surcharge of the grease control device, obstruction, or interference with the operation of the sanitary sewer system.

1. Hydromechanical grease interceptors shall be cleaned at least once every thirty days, when the device is filled to twenty-five percent or more of capacity with grease or settled solids, or based on the operational thresholds of the device manufacturer.
2. Gravity grease interceptors shall be cleaned by a wastewater hauler at least once every ninety days, when their last chamber is filled to twenty- five percent or more of capacity with grease or settled solids, or based on the operational thresholds of the device manufacturer. Grease interceptors with a sample box shall be cleaned immediately when grease is evident in the sample box.
3. Mechanical grease removal devices must be maintained in a manner and frequency consistent with manufacturer specifications and guidance.
4. Oil/water separators and sand traps shall be serviced by a licensed hazardous waste disposal company when the inlet chamber exceeds 6 inches of sludge accumulation, or when there is one inch or more of floating oil in either chamber, whichever comes first.
5. Grease control devices and oil/water separators shall be cleaned by being pumped dry and all accumulated sludge on all surfaces shall be removed by washing down the sides, baffles, and tees. Water removed during cleaning shall not be returned to the grease control device or the oil/water separator, nor the downstream sewer.
6. The use of chemical or biological additives, enzymes or surfactants acting as grease emulsifiers is not permitted as a method for cleaning the grease control device.

C. Users shall maintain records on site for a period of at least three years as follows:

1. Users with an installed grease control device or oil/water separator shall maintain records showing that the control device has been properly maintained and cleaned as required by Subsections A and B.
2. Users shall maintain records showing the following related to all wastes hauled off site: date and time material removed off site; volume removed; licensed wastewater hauler or hazardous waste disposal company name.

D. Grease control devices shall be kept free of inorganic solid materials, such as grit, rocks, gravel, sand, eating utensils, cigarettes, shells, towels, rags, etc.

E. The director may grant an exception to the requirements of Subsections B.2 where the director finds, based on evidence presented by the user, that a less frequent cleaning schedule will be sufficient to assure that not more than twenty-five percent of the capacity of the grease control device will be filled with grease or settled solids.

F. The director may conduct an inspection of grease control devices, sand traps, and oil/water separators. The user shall make all facilities accessible for inspection, and shall provide inspection and maintenance records. The cost of the inspections, any repairs to the public sewer, and any cleaning of the public sewer, necessitated by a lack of proper maintenance of the user's facilities, shall be billed as an additional utility service to the user.

Section 13: That SMC 13.03.0602 is amended to read as follows:

13.03.0602 Inspections

- A. Except as provided hereafter, whenever any side sewer or other connection is made with any public sewer or private sewer, or any part of such side sewer or other connection is constructed, the work shall follow the Side Sewer Installation Handbook and be inspected by the wastewater supervisor or designated wastewater inspector.
- B. ~~((Such inspection shall not be required for sewer))~~ Sewer connections made within mobile home parks, or sewer connections relating to mobile homes, recreational vehicles, house trailers, campers or other similar vehicles located within private property lines shall also be subject to~~((These construction))~~, permit and inspection requirements and the more restrictive of ~~((are provided in))~~ the plumbing code of the City ~~((chapter 11.09 SMC))~~ SMC 17F.100 or the Side Sewer Installation Handbook.
- C. The health officer inspects on-site sewage disposal systems as defined in regulations of the jurisdictional health agency in the City.
- D. Side sewer stubs are inspected by the wastewater management department.

Section 14: That SMC 13.03.0622 is amended to read as follows:

13.03.0622 Sewer Construction Regulations

- A. The director of engineering services prepares and updates “Regulations Governing Sewer Construction in the City of Spokane.”
 - 1. Copies of the regulations may be obtained in the department of engineering services.
- B. The regulations contain specifications relative to materials, construction, procedure, inspection, backfilling and responsibilities in sewer installations. The permissibility of specific installations not fully covered by the regulations, General Special Provisions, or Design Standards and Standard Plans are determined by the sewer maintenance supervisor at the time of occurrence in accordance with the spirit and purpose of the regulations.
- C. Revision of or addition to the regulations may be made by the director of engineering services as specified in SMC 13.03.0902.

Section 15: That SMC 13.03.0628 is amended to read as follows:

13.03.0628 ((Enforcement)) Compliance Inspections

- A. ((The sewer maintenance supervisor, building official, health officer, director of public works and utilities and POTW director)) Authorized personnel of the health officer, the wastewater management department, or the building and planning department shall have the right to enter, during hours of operation upon any premises, public or private, as reasonably necessary to enforce the provisions of this chapter, any other ordinance relative to wastewater control, or any regulation or order adopted or issued pursuant thereto.
- B. The owner or occupant of any house, building, or property ((is required to)) shall specifically allow City officials to inspect on site the nature of wastes intended to be discharged into a public sewer and/or on-site sewage disposal system.
- C. In the event there appears to be a violation, the City, in addition to any other power or authority reserved in this chapter, may issue a notice of violation, requiring the party to whom the notice is directed to correct the violation within thirty days of the date of the notice.
 - 1. Failure to take such corrective action is an additional violation of this chapter.
 - 2. No notice is necessary in case of emergency or as a prior requirement to taking any other enforcement action authorized by this chapter.

Section 16: That SMC 13.03.1216 is amended to read as follows:

13.03.1216 ((Septage)) Wastewater Haulers

A. ((Septage)) Wastewater haulers shall be charged a fixed rate per one thousand gallons of truck tank capacity for each load dumped into the Spokane municipal sewage collection system, to reflect the cost of treatment of a full truck volume of septage of average strength as established by the director, plus a service fee for handling.

~~((B. Each septage hauler must log each load dumped with designated wastewater treatment plant operating personnel, and must comply with City rules for septage dumping procedures, times and clean-up, and must carry in the vehicle a copy of a certificate establishing the total truck tank volume. This certificate shall consist of an approved:~~

- ~~1. calculation of total truck tank volume, or~~
- ~~2. report of an actual displacement test to determine volume.~~

~~The certificate shall accurately indicate the total capacity of the vehicle for hauling septage.))~~

Section 17: Effective Date.

PASSED BY THE CITY COUNCIL ON _____, 2023.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

06/26/2023

| | |
|-----------------------|------------|
| Date Rec'd | 6/22/2023 |
| Clerk's File # | ORD C36405 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|--|
| Submitting Dept | CITY COUNCIL |
| Contact Name/Phone | COUNCIL X6718 MEMBERS BINGLE & ZAPPONE |
| Contact E-Mail | JGUNN@SPOKANECITY.ORG |
| Agenda Item Type | First Reading Ordinance |
| Agenda Item Name | 0320 - INTERIM PARKING REGULATIONS FOR HOUSING |

Agenda Wording
 An interim zoning ordinance concerning parking regulations for housing, exempting minimum parking space requirements for certain residential developments; adopting a new Chapter 17C.405 of the Spokane Municipal Code

Summary (Background)
 An interim zoning ordinance concerning parking regulations for housing, exempting minimum parking space requirements for residential construction; adopting a new Chapter 17C.405 of the Spokane Municipal Code, Interim Parking Regulations for Housing; setting a public hearing; and establishing a work program.

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

| | | | |
|-----------------------------|----------------|------------------------------|------------------------|
| Approvals | | Council Notifications | |
| Dept Head | BYRD, GIACOBBE | Study Session\Other | PIES 06/26/2023 |
| Division Director | | Council Sponsor | CM Zappone & CM Bingle |
| Finance | | Distribution List | |
| Legal | | zzappone@spokanecity.org | |
| For the Mayor | | jgunn@spokanecity.org | |
| Additional Approvals | | jbingle@spokanecity.org | |
| Purchasing | | cldavis@spokanecity.org | |
| | | gbyrd@spokanecity.org | |
| | | | |
| | | | |

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

| | |
|--|---|
| Submitting Department | City Council |
| Contact Name | Jeff Gunn |
| Contact Email & Phone | jgunn@spokanecity.org 6718 |
| Council Sponsor(s) | Bingle, Zappone |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 |
| Agenda Item Name | Interim Parking Regulations for Housing |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | An interim zoning ordinance concerning parking regulations for housing, exempting minimum parking space requirements for residential construction; adopting a new Chapter 17C.405 of the Spokane Municipal Code, Interim Parking Regulations for Housing; setting a public hearing; and establishing a work program |
| Proposed Council Action | Vote to approve July 10 th |
| Fiscal Impact | |
| Total Cost: <small>Click or tap here to enter text.</small> | |
| Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | |
| Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Specify funding source: <small>Click or tap here to enter text.</small> | |
| Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | |
| This proposal aims to reduce the barriers to increasing affordable housing options in the city of Spokane and this may increase the opportunity of historically excluded communities to have access to affordable housing. | |
| 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? | |
| Data on the number of increased units during the interim period will 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?

It aligns with other policies aimed at increasing housing units in Spokane.

ORDINANCE NO. C36405

AN INTERIM ZONING ORDINANCE concerning parking regulations for housing, exempting minimum parking space requirements for certain residential developments; adopting a new Chapter 17C.405 of the Spokane Municipal Code, Interim Parking Regulations for Housing; setting a public hearing; and establishing a work program.

WHEREAS, RCW 36.70A.600 encourages the City to take a number of actions in order to increase its residential building capacity and authorized the City to adopt a housing action plan; and

WHEREAS, as authorized by RCW 36.70A.600(2), Council Resolution RES 2021-0062 adopted the City of Spokane Housing Action Plan as a guide for future housing planning, policy development, and regulatory and programmatic implementation measures that increase housing options that are affordable and accessible for people and families of all incomes in the City; including the Implementation Plan, included as Appendix A within the Housing Action Plan, which outlines several strategies and policies to remedy the current housing crisis; and

WHEREAS, the 2020 Housing Needs Assessment completed for the Housing Action Plan indicates several facts about the housing supply and need, particularly the need to accommodate for an estimated 6,000 additional housing units by 2037; and

WHEREAS, the region's housing shortage is contributing to rapidly escalating home prices and rents which is a contributing factor in the worsening homelessness crisis in Spokane and the surrounding region; and

WHEREAS, in adopting RES 2021-0062 the City Council specifically calls for the Plan Commission to consider the removal of off-street parking requirements in residential areas in Center and Corridors and within one-half mile thereof, among other incentives, in order to create more opportunities for housing; and

WHEREAS, the City Council finds that this interim zoning ordinance and the housing it will allow are compatible with the City's residential neighborhoods and is consistent with the City's Comprehensive Plan which envisions a variety of housing types in the City's residential neighborhoods; and

WHEREAS, on July 26, 2021, the Mayor of the City of Spokane proclaimed a housing emergency and directed the City to pursue actions to expand housing types, reduce overall development costs to increase development of affordable housing, and streamline municipal procedures to support the development cycle; and

WHEREAS the Mayor's July 26, 2021 proclamation also directed the City to expand the number of attached homes allowed, and to explore the use of an interim zoning ordinance to achieve immediate goals and objectives for increasing densities at transit stops and creating opportunities for a greater variety of housing; and

WHEREAS, the proposed actions will help to more fully implement the housing strategies specified in RCW 36.70A.600(1); and

WHEREAS, by virtue of the public process conducted during creation of the City of Spokane Housing Action Plan, in addition to subsequent engagement efforts, interested agencies and the public have had extensive opportunities to provide comment on housing needs and potential regulatory responses to the housing crisis; and

WHEREAS, the City has complied with RCW 36.70A.370 in the adoption of this Ordinance; and

WHEREAS, during its 2023 Regular Session, the Washington State Legislature enacted Engrossed Second Substitute House Bill 1110 (the "Act"), legislation designed to encourage the creation of more middle housing in areas traditionally dedicated to single-family housing; and

WHEREAS, the Act includes, among other provisions, a prohibition on local requirements for off-street parking as a condition of permitting development of middle housing near certain transit stops; and

WHEREAS, on June 14, 2023, the Washington State Department of Commerce and appropriate state agencies were notified of the City's intent to adopt this Ordinance consistent with RCW 36.70A.106; and

WHEREAS, that, as an emergency item, the interim ordinance is categorically exempt under the State Environmental Protection Action (SEPA) but to provide additional public notice and participation, an environmental checklist and Determination of No Significance were issued by Planning Services on June 23, 2023, and the SEPA comment period ended on July 12, 2023; and

WHEREAS, prior to the City Council public hearing on August 28, 2023, a legal notice of public hearing will be published in the *Spokesman-Review* and the notice of the proposed amendment was distributed to the City's agency/interested party list; and

WHEREAS, the City Council finds that this interim zoning ordinance is necessary for the immediate preservation of the public peace, health, or safety and for the immediate support of City government and its existing institutions; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Interim Zoning Ordinance Adopted. An interim zoning ordinance is adopted as specified in Section 7 of this ordinance.

Section 2. Purpose. The purpose of this interim zoning ordinance is to assist in implementing the housing strategies specified in RCW 36.70A.600(1) and Engrossed Second Substitute House Bill 1110 in order to increase residential building capacity to help mitigate Spokane's housing shortage emergency.

Section 3. Duration of Interim Zoning Ordinance. This interim zoning ordinance shall be

in effect until July 9, 2024, unless extended or cancelled at the public hearing described in Section 5 of this ordinance. It is anticipated that while this interim zoning ordinance is in effect the city will evaluate whether to make these measures permanent pursuant to the public notice and participation process set forth in chapter 17G.025 of the Spokane Municipal Code.

Section 4. Work Plan. Pursuant to RCW 36.70A.390, a work plan for studies related to this ordinance shall include continued public participation and noticing pursuant to chapter 17G.025 SMC, modifications to the Comprehensive Plan, and evaluation of the effects of this ordinance with respect to public transit usage, neighborhood impacts, displacement of at-risk communities, and success in generating new housing units.

Section 5. Public Hearing. Pursuant to RCW 35.63.200 and 36.70A.390, the City Council will hold a public hearing on this interim zoning ordinance on August 28, 2023. Immediately after the public hearing, the City Council will adopt findings of fact on the subject of this interim zoning ordinance.

Section 6. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 7. That there is adopted a new Chapter 17C.405 of the Spokane Municipal Code, titled Interim Parking Regulations Adopted to Implement RCW 36.70A.600(1), to read as follows:

Chapter 17C.405

Section 17C.405.010: Interim Parking Regulations for Housing

A. Purpose.

The development of off-street vehicle parking spaces can add cost to housing projects. In order to allow for less-costly housing options, the standards of this section allow property owners to choose how much residential off-street parking to provide for their needs. The standards of this section allow for greater variety of housing and increased capacity for new housing.

B. Applicability

This section applies to Residential Household Living land uses in all areas of the City. Residential Housing Living is defined in SMC 17C.190.110.

C. Expiration.

This section shall expire on July 9, 2024.

D. Adjustment to Minimum Required Parking Spaces.

Notwithstanding other provisions of Title 17C SMC, including table 17C.230-2, Residential Household Living uses located within one-half (.50) mile walking distance of transit stops shall not be required to provide off-street vehicle parking.

E. **Adjustment to Fees.**

Notwithstanding other provisions of Title 17C SMC, including SMC 17C.230.110(D), fees may be charged for the use of off-street vehicle parking spaces in connection with a Residential Household Living use.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date