

## CITY OF SPOKANE



### REGARDING CITY COUNCIL 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 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 July 15, 2024, meetings is below. All meetings will 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 July 15, 2024:**

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 249 250 76017; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 249 694 93018; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 249 143 67432; password: 0320

#### **To participate in public comment (including Open Forum):**

Testimony sign-up is open beginning at 5:00 p.m. on Friday, July 12, 2024, and ending at 6:00 p.m. on Monday, July 15, 2024, via the online testimony sign-up form link which can be accessed by clicking <https://forms.gle/Vd7n381x3seaL1NW6> or in person outside council chambers beginning at 8:00 a.m. on July 15, 2024. You must sign up by 6:00 p.m. to be called on to testify. (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 not relating to the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

**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. Two-minute time limit for comments made during open forum, and three-minute time limit on public testimony regarding legislative items!**

**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. After the conclusion of all legislative business, the council shall recess briefly and then convene for an open forum, unless a majority of council members vote otherwise. The open forum shall have twenty (20) spaces available. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. The council shall conclude open forum after twenty (20) speakers unless a majority of council members vote to allow additional speakers. The city clerk and other staff shall not be required to remain in attendance during the open forum. Nothing in this Rule 2.2 shall be deemed to require open forum or the legislative session to continue after 10:00 p.m., or to require open forum during a council “Town Hall” meeting contrary to Rule 2.14.F.
- B. Members of the public can sign up for open forum beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign themselves in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will be added to the list of speakers at the discretion of the chair, or their designee. The order of the speakers will be determined at the discretion of the chair, taking into account any special accommodations for persons of limited English proficiency as provided in Rule 2.2.F below. Each speaker shall be limited to no more than two (2) 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. “Affairs of the city” shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Absent permission of the chair, 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. 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.
- E. No person shall be permitted to display visual information during open forum, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at [citycouncil2@spokanecity.org](mailto:citycouncil2@spokanecity.org). Individuals speaking during open forum shall address their comments to the council president, and speakers as well as members of the audience shall comply with Rule 2.15 (Participation by Members of the Public in Council Meetings).
- F. Participation of individuals with limited English language proficiency in open forum shall be accommodated to the extent set forth in Rule 2.15.J.

**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**

The council encourages public participation in the legislative process. Council meetings shall be conducted in a manner that provides the opportunity for all attendees to hear, see and participate in the proceedings to the extent provided in these Rules and applicable city, state, and federal law. Speech or conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of any council meeting is prohibited. In addition to these general principles governing public participation, the following specific rules apply:

- 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, hearing items, special considerations, 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 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. Those who wish to provide commentary but do not wish to give verbal comments at the podium may provide written comments to the council via letter or electronic mail.
- F. No person shall be permitted to conduct demonstrations, display banners, hold signs, applaud or boo speakers, use profanity, vulgar language or obscene speech, yell or make comments that attack or verbally insult any individual, or engage in other such disorderly conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of the proceedings.
- G. Standing is permitted so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when standing.
- H. 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.
- I. 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.
- J. City employees or city officials (including members of city boards and commissions) 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.
- K. 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 policy advisor and/or a 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 harassing other attendees or risk being removed and/or prohibited from attending future meetings.

- L. The city council intends to fully comply with chapter 18.11 SMC, Language Access in Municipal Proceedings. Rules regarding participation of individuals in council proceedings, including legislative sessions and open forum, shall be deemed amended to conform to any Language Access Plan adopted by the council pursuant to SMC 18.11.030. Except as otherwise provided in an adopted Language Access Plan, individuals with limited English language proficiency are encouraged to contact the council office director at least five (5) days prior to a scheduled legislative session for assistance with the signing up to testify or to arrange translation or interpretation assistance.
- M. City council legislative sessions are regularly video and audio recorded and available online (<https://vimeo.com/spokanecitycouncil>). Members of the public may also photograph or film council proceedings so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when photographing or recording. No flash photography or other lighting is permitted.
- N. RCW 42.17A.555 generally prohibits the use of city facilities for electioneering. Therefore, no person may use the council meeting or facilities for the purpose of assisting a campaign for election of any person to any office, or for the promotion of or opposition to any ballot proposition. In this context, the term “facilities” includes council chambers, the council gallery and the speaking opportunities available through the public comment and open forum procedures set forth in these rules.

#### **Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS**

- A. Members of the public can sign up to give testimony beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the online testimony sign-up form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign in using a 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. The chair, absent a majority vote of the council, has the authority to lower the three (3) minutes per speaker time limit by announcing the new, lower time limit at the legislative session. 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. Testimony on a legislative item deferred to a future date certain shall be taken on the future date, unless testimony on the date of deferral is allowed by the Council President.
- C. No public testimony shall be taken on oral 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. No person shall be permitted to display visual information during their testimony, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at [citycouncil2spokanecity.org](mailto:citycouncil2spokanecity.org).
  - H. In addition to in-person or remote verbal testimony, 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.<sup>1</sup>

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<sup>1</sup> <https://my.spokanecity.org/citycouncil/members/>

# THE CITY OF SPOKANE



## CURRENT COUNCIL AGENDA

MEETING OF MONDAY, JULY 15, 2024

### **MISSION STATEMENT**

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

**MAYOR LISA BROWN**

**COUNCIL PRESIDENT BETSY WILKERSON**

**COUNCIL MEMBER JONATHAN BINGLE**

**COUNCIL MEMBER MICHAEL CATHCART**

**COUNCIL MEMBER PAUL DILLON**

**COUNCIL MEMBER KITTY KLITZKE**

**COUNCIL MEMBER LILI NAVARRETE**

**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 July 15, 2024:

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. 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 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. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.
- 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, and shall confine their remarks to the matters that are specifically before the Council at that time or, if speaking during Open Forum, shall confine their remarks to affairs of the city.
- 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/citycouncil/documents/>.

# **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)**

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# **EXECUTIVE SESSION**

(Closed Session of Council)

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

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# **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

**PLEDGE OF ALLEGIANCE**

**WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS**

**ROLL CALL OF COUNCIL**

**PROCLAMATIONS AND SALUTATIONS**

**REPORTS FROM COMMUNITY ORGANIZATIONS**

**ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)



# BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

## APPOINTMENTS

## RECOMMENDATION

Arts Commission: One Appointment

Confirm

CPR 1981-0043

The following appointments were deferred from the July 8, 2024, Agenda (CPR 2007-0039):

West Quadrant Project Advisory Committee: Two Appointments

Confirm

CPR 2007-0039

# CONSENT AGENDA

The consent agenda consists of purchases and contracts for supplies and services provided to the city, as well as other agreements that arise (such as settlement or union agreements), and weekly claims and payments of previously approved obligations and biweekly payroll claims against the city. Any agreement over \$50,000 must be approved by the city council. Typically, the funding to pay for these agreements has already been approved by the city council through the annual budget ordinance, or through a separate special budget ordinance. If the contract requires a new allocation of funds, that fact usually will be indicated in the summary of the contract in the consent agenda.

Unless a council member requests that an item be considered separately, the council approves the consent agenda as a whole in a single vote. Note: The consent agenda is no longer read in full by the city clerk. The public is welcome to testify on matters listed in the consent agenda, but individual testimony is limited to three minutes for the entire consent agenda.

## REPORTS, CONTRACTS AND CLAIMS

## RECOMMENDATION

- |  |         |                                 |
|--|---------|---------------------------------|
| 1. Purchase from Tiercel Technology (Princeton, Ontario, Canada) of conveyor belt skirting for use at the Waste to Energy Facility—\$61,690.60 (incl. tax and shipping). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)  | Approve | OPR 2024-0550<br>RFQ 6140-24    |
| 2. Lease extension with Kenworth Sales (Spokane) for a semitruck utilized at the Waste to Energy Facility from April 1, 2024, through September 30, 2024—additional \$35,277.02 (plus tax). Total Annual Cost: \$71,927.04. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) | Approve | OPR 2023-0385                   |
| 3. Contract Amendment with Gerard Chimney Company (St. Louis, MO) for stack repairs and inspection at the Waste to Energy Facility from April 1, 2024, through December 31, 2024—additional \$275,000. Total Cost:   | Approve | OPR 2024-0244<br>PW ITB 6028-23 |

**\$500,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)**

- 4. **Consultant Agreement with HDR Engineering Inc. (Bellevue, WA) for cost estimation and engineering support services at the Waste to Energy Facility from July 1, 2024, through June 30, 2025—not to exceed \$70,026 (plus tax, if applicable). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)** **Approve** **OPR 2024-0551**  
**A&E 24-01**
  
- 5. **Contract with Loomis Armored US, LLC (Houston TX) for armored car services from May 23, 2024, through May 22, 2026—\$65,000 annually. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)** **Approve** **OPR 2024-0552**
  
- 6. **Report of the Mayor of pending:** **Approve & Authorize Payments** **CPR 2024-0002**
  - a. **Claims and payments of previously approved obligations, including those of Parks and Library, through July 5, 2024, total \$7,279,442.52, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$6,377,924.53.**
  
  - b. **Payroll claims of previously approved obligations through July 7, 2024: \$10,365,403.95.** **CPR 2024-0003**
  
- 7. **City Council Meeting Minutes: June 24, June 27, and July 11, 2024.** **Approve** **CPR 2024-0013**

**Request motion to suspend Council Rules and add the following item (OPR 2024-0064):**

- 8. **Amendment to Agreement with Spokane County Sheriff’s Office in conjunction with the Mental Health Field Response Team Fiscal Year 2023 Grant Program from July 1, 2023, through June 30, 2025, to accept additional funding to be used to retroactively fund two full-time Spokane Police Department employees from July 1, 2023, through June 30, 2024—additional \$447,093. Total award: \$1,833,259. (Council Sponsors: Council Members Cathcart, Dillon, and Navarrete)** **Approve & Authorize Contract** **OPR 2024-0064**

**Mike McNab**

# **LEGISLATIVE AGENDA**

## **NO SPECIAL BUDGET ORDINANCES**

## **NO EMERGENCY ORDINANCES**

## **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

**RES 2024-0065** Joint Resolution of the Board of County Commissioners of Spokane County, Washington, the City Council of the City of Spokane, Washington, and the Spokane Airport Board authorizing Spokane County to issue its Airport Revenue Bonds to pay all or part of the cost of certain improvements to airport facilities; authorizing Spokane County to fix, by subsequent resolution, terms and covenants of such bonds; authorizing Spokane County to pledge or otherwise obligate the revenues of the airport; authorizing Spokane County to sell such bonds and to provide for the delivery thereof to the purchaser; and providing for other matters relating thereto. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

**ORD C36120** Vacating the east 55 feet of Adams Street from the south line of Third Avenue to the north line of I-90, together with the alley between Third Avenue and I-90, from the east line of Adams Street to the west line of Jefferson Street. (First Reading held October 25, 2021) (Deferred from June 24, 2024, Agenda) (Council Sponsors: Council Members Zappone and Klitzke)

## **FIRST READING ORDINANCES**

The following items were deferred to the August 12, 2024, Agenda, during the July 8, 2024, 3:30 p.m. Briefing Session (ORD C36543 and ORD C36544):

~~**ORD C36543** Designating the Lunar New Year, Martin Luther King Jr. Day and Juneteenth as official City of Spokane holidays, making technical corrections to Chapter 03.03 of the Spokane Municipal Code, amending Section 03.03.010 of the Spokane Municipal Code, making technical corrections to Section 03.03.050 of the Spokane Municipal Code and adding a new section 03.03.070 to the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)~~

~~ORD C36544 Prohibiting illegal encampments near facilities offering comprehensive support services and amending Title 12, Chapter 12.02, of the Spokane Municipal Code. (Council Sponsors: Council Members Cathcart and Bingle)~~

FURTHER ACTION DEFERRED

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## SPECIAL CONSIDERATIONS

### RECOMMENDATION

S1. City Council letter to Governor Inslee to direct the Department of Revenue to expedite the rulemaking process and publish finalized rules implementing SB 6175 before the end of this year. (Council Sponsor: Council Member Cathcart) Approve CPR 2024-0016

Klitzke Proposed Amendment:

- Request motion to amend previous version of CPR 2024-0016 with an updated amended version filed July 12, 2024, and included in agenda packet under Special Considerations Item S1 (CPR 2024-0016).

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## HEARINGS

### RECOMMENDATION

H1. Hearing on Emergency Ordinance C36522, amended and passed by City Council on May 20, 2024, imposing an immediate one-year moratorium on new preliminary subdivision and short subdivision applications in the Latah/Hangman and Grandview/Thorpe Neighborhoods. (Council Sponsors: Council Members Dillon and Navarrete) Hold Hearing/  
Adopt Findings of Fact  
ORD C36522

## OPEN FORUM

At the conclusion of legislative business, the Council shall recess briefly and then hold an open public comment period for up to 20 (twenty) speakers, unless a majority of council members vote otherwise. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (<https://my.spokanecity.org/citycouncil/documents/>) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: <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.) Speakers must sign themselves in using a name. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. 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 other than items appearing on the Current or Advance Agendas, pending hearing items, and 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.

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## ADJOURNMENT

The July 15, 2024, Regular Legislative Session of the City Council is adjourned to July 22, 2024.

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**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 [mlovmaster@spokanecity.org](mailto:mlovmaster@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.

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## NOTES



# Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

**Date Rec'd**

7/3/2024

**Clerk's File #**

CPR 1981-0043

**Cross Ref #**

**Project #**

**Council Meeting Date:** 07/15/2024

**Submitting Dept**

MAYOR

**Bid #**

**Contact Name/Phone**

ADAM 6779

**Requisition #**

**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

Boards and Commissions

**Council Sponsor(s)**

**Agenda Item Name**

APPOINTMENT OF JULIE SHEPARD TO THE ARTS COMMISSION

## **Agenda Wording**

Mayor Brown has appointed Julie Shepard to the Arts Commission for a term of July 15, 2024 - July 15, 2027.

## **Summary (Background)**

The Spokane Arts Commission is a 16-member, all-volunteer board that promotes and enhances the quality, accessibility and presence of arts and culture. The Arts Commission serves a dual role as an advisory board to Spokane Arts (which is a 501(c)(3) nonprofit) while also advising the city of Spokane on arts policy. The activities of art commissioners vary widely.

Lease? NO

Grant related? NO

Public Works? NO

## **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

## **Narrative**

**Amount**

**Budget Account**

Select

\$

#

Select

\$

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Select

\$

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Select

\$

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\$

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\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

### Agenda Wording

### Summary (Background)

#### **Approvals**

Dept Head

JONES, GARRETT

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

#### **Distribution List**

eedwards@spokanecity.org

#### **Additional Approvals**

amcdaniel@spokanecity.org



## Committee Agenda Sheet

### \*Select Committee Name\*

<b>Committee Date</b>	July 15th, 2024
<b>Submitting Department</b>	Mayor's Office
<b>Contact Name</b>	Adam McDaniel
<b>Contact Email &amp; Phone</b>	<a href="mailto:amcdaniel@spokanecity.org">amcdaniel@spokanecity.org</a>   625-6779
<b>Council Sponsor(s)</b>	Please enter the name of the Council Sponsor(s)
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Appointment of Julie Shepard to the Arts Commission
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>Mayor Brown has appointed Julie Shepard to the Arts Commission for a term of July 15, 2024 – July 15, 2027.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>The Spokane Arts Commission is a 16-member, all-volunteer board that promotes and enhances the quality, accessibility and presence of arts and culture. The Arts Commission serves a dual role as an advisory board to Spokane Arts (which is a 501(c)(3) nonprofit) while also advising the city of Spokane on arts policy. The activities of art commissioners vary widely but include serving on public art juries alongside community members, planning the annual Arts Awards, developing new events or programs to engage the wider community in the arts, and advocating for the arts at the city or state level.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>    Current year cost:</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? <u>N/A</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?	

N/A

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

N/A

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

This appointment aligns with the requirements of SMC 04.05.020.

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

6/25/2024

**Clerk's File #**

CPR 2007-0039

**Cross Ref #****Project #****Council Meeting Date:** 07/08/2024**Submitting Dept**

MAYOR

**Bid #****Contact Name/Phone**

ADAM 6779

**Requisition #****Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

Boards and Commissions

**Council Sponsor(s)****Agenda Item Name**

APPOINTMENT OF LIZ MARLIN TO THE WEST QUADRANT PROJECT ADV

**Agenda Wording**

Mayor Brown has appointed Liz Marlin to the West Quadrant Project Advisory Committee as the West Central Alternate Position for a term of July 8, 2024 -July 8, 2027.

**Summary (Background)**

The Neighborhood Project Advisory Committee provides essential advice and input to the City Council whenever the City contemplates issuing TIF funds for projects in the Neighborhood Projects Area - large portion of the TIF that lies outside Kendall Yards. The Committee meets monthly when business requires it, though they may not meet for one or more months in a year when there are no projects to consider or when there is no new business.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

**Narrative****Amount****Budget Account**

Select

\$

#

Select

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Select

\$

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Select

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\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

Dept Head

JONES, GARRETT

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

**Additional Approvals**

**Distribution List**

amcdaniel@spokanecity.org

## Committee Agenda Sheet

### \*Select Committee Name\*

<b>Committee Date</b>	July 8, 2024
<b>Submitting Department</b>	Mayor's Office
<b>Contact Name</b>	Adam McDaniel
<b>Contact Email &amp; Phone</b>	<a href="mailto:amcdaniel@spokanecity.org">amcdaniel@spokanecity.org</a>   625-6779
<b>Council Sponsor(s)</b>	Please enter the name of the Council Sponsor(s)
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Appointment of Liz Marlin to the West Quadrant Project Advisory Committee
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Liz Marlin to the West Quadrant Project Advisory Committee as the West Central Alternate Position for a term of July 8, 2024 – July 8, 2027.</p> <p>The Neighborhood Project Advisory Committee provides essential advice and input to the City Council whenever the City contemplates issuing TIF funds for projects in the Neighborhood Projects Area – large portion of the TIF that lies outside Kendall Yards. The Committee meets monthly when business requires it, though they may not meet for one or more months in a year when there are no projects to consider or when there is no new business.</p> <p>Recommendations made by the Committee are forwarded directly to the City Council prior to action on any funding or budget processes related to the TIF. Furthermore, the Committee is helped by City staff from the Planning &amp; Economic Development department.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>Click or tap here to enter text.</u></p> <p>    Current year cost:</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <u>Click or tap here to enter text.</u></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? <u>N/A</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?

N/A

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

N/A

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

N/A



**Agenda Sheet for City Council:**

**Committee:** **Date:** N/A

**Committee Agenda type:**

**Date Rec'd**

6/25/2024

**Clerk's File #**

CPR 2007-0039

**Cross Ref #**

**Project #**

**Council Meeting Date:** 07/08/2024

**Submitting Dept**

MAYOR

**Bid #**

**Contact Name/Phone**

ADAM 6779

**Requisition #**

**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

Boards and Commissions

**Council Sponsor(s)**

**Agenda Item Name**

APPOINTMENT OF WENDE WILBUR TO THE WEST QUADRANT PROJECT

**Agenda Wording**

Mayor Brown has appointed Wendé Wilbur to the West Quadrant Project Advisory Committee as the At-Large Primary Position for a term of July 8, 2024 -July 8, 2027.

**Summary (Background)**

The Neighborhood Project Advisory Committee provides essential advice and input to the City Council whenever the City contemplates issuing TIF funds for projects in the Neighborhood Projects Area - large portion of the TIF that lies outside Kendall Yards. The Committee meets monthly when business requires it, though they may not meet for one or more months in a year when there are no projects to consider or when there is no new business.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

**Narrative**

**Amount**

**Budget Account**

Select

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**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

**Dept Head**

JONES, GARRETT

**Additional Approvals**

**Division Director**

**Accounting Manager**

**Legal**

**For the Mayor**

JONES, GARRETT

**Distribution List**

amcdaniel@spokanecity.org

## Committee Agenda Sheet

**\*Select Committee Name\***

<b>Committee Date</b>	July 8, 2024
<b>Submitting Department</b>	Mayor's Office
<b>Contact Name</b>	Adam McDaniel
<b>Contact Email &amp; Phone</b>	<a href="mailto:amcdaniel@spokanecity.org">amcdaniel@spokanecity.org</a>   625-6779
<b>Council Sponsor(s)</b>	Please enter the name of the Council Sponsor(s)
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Appointment of Wende Wilbur to the West Quadrant Project Advisory Committee
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Wende Wilbur to the West Quadrant Project Advisory Committee as the At-Large Primary Position for a term of July 8, 2024 –July 8, 2027.</p> <p>The Neighborhood Project Advisory Committee provides essential advice and input to the City Council whenever the City contemplates issuing TIF funds for projects in the Neighborhood Projects Area – large portion of the TIF that lies outside Kendall Yards. The Committee meets monthly when business requires it, though they may not meet for one or more months in a year when there are no projects to consider or when there is no new business.</p> <p>Recommendations made by the Committee are forwarded directly to the City Council prior to action on any funding or budget processes related to the TIF. Furthermore, the Committee is helped by City staff from the Planning &amp; Economic Development department.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>    Current year cost:</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>            <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: <a href="#">Select Funding Source*</a></p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? <u>N/A</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?

N/A

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

N/A

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

N/A



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 06/24/2024

**Committee Agenda type:** Consent

**Date Rec'd** 6/24/2024

**Clerk's File #** OPR 2024-0550

**Cross Ref #**

**Project #**

**Council Meeting Date:** 07/15/2024

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL	<b>Bid #</b>	RFQ 6140-24
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<b>Contact Name/Phone</b>	DAVID PAINE 625-6878	<b>Requisition #</b>	RE 20529
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<b>Contact E-Mail</b>	MDORGAN@SPOKANECITY.ORG		
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<b>Agenda Item Type</b>	Purchase w/o Contract		
-------------------------	-----------------------	--	--

<b>Council Sponsor(s)</b>	BWILKERSON JBINGLE KKLITZKE		
---------------------------	-----------------------------	--	--

<b>Agenda Item Name</b>	4490 PURCHASE OF CONVEYOR BELT SKIRTING		
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**Agenda Wording**

Purchase of conveyor belt skirting from Tiercel Technology (Princeton, Ontario) for use at the Waste to Energy Facility. Total cost of purchase is \$61,690.60 including tax and shipping.

**Summary (Background)**

An ash bypass system has been constructed at the Waste to Energy Facility so that the current ash house can be refurbished. The new conveyors installed need skirting to prevent material from flowing over the side of the conveyor and onto the floor. On May 30, 2024 bidding closed on RFQ 6140-24 for the purchase of the needed skirting bracket assemblies. Four responses were received and Tiercel Technology was the low-cost bidder.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost	\$ 61,690.60
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Current Year Cost	\$ 61,690.60
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Subsequent Year(s) Cost	\$ 0
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**Narrative**

This is a capital expense that was planned for in the 2024 Solid Waste Disposal budget that is associated with the ash house refurbishment project.

**Amount**

**Budget Account**

Expense	\$ 61,690.60	# 4490-44900-37145-54803
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	AVERYT, CHRIS
<b><u>Division Director</u></b>	BULLER, DAN
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	HARRINGTON,
<b><u>For the Mayor</u></b>	JONES, GARRETT

**Additional Approvals**

<b><u>PURCHASING</u></b>	PRINCE, THEA

**Distribution List**

	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	June 24, 2024
<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 509-625-6878
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Purchase of conveyor belt skirting for the Waste to Energy Facility
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>An ash bypass system has been constructed at the Waste to Energy Facility so that the current ash house can be refurbished. The new conveyors installed need skirting to prevent material from flowing over the side of the conveyor and onto the floor. Implementing the conveyor skirting will add to the overall safety and maintainability of the ash system.</p> <p>On May 30, 2024 bidding closed on RFQ 6140-24 for the purchase of the needed skirting bracket assemblies. Four responses were received and Tiercel Technology (Princeton, Ontario) was the low-cost bidder. The total cost of the purchase is \$61,690.60 including tax and shipping.</p>
<b>Fiscal Impact</b>	<p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$61,690.60 including tax</u>          Current year cost: \$61,690.60          Subsequent year(s) cost: 0</p> <p><b>Narrative:</b> <u>This is a capital expense that was planned for in the 2024 Solid Waste Disposal budget that is associated with the ash house refurbishment project.</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A          Specify funding source: Program revenue          Is this funding source sustainable for future years, months, etc? Yes</p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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?</li> </ul>

N/A

- 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?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Not applicable



**Bid Response Summary**

**Bid Number** RFQ 6140-24  
**Bid Title** Fabrication of Mount Skirts, Mounting Brackets, and Clamps , Per Attached Drawings  
**Due Date** Thursday, May 30, 2024 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Open for Bidding  
**Company** Tiercel Technology  
**Submitted By** Kathleen Quilty - Tuesday, May 28, 2024 10:56:18 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 bidsandtenders@tierceltechnology.com 5194584882

**Comments****Question Responses**

Group	Reference Number	Question	Response
BACK GROUND AND PURPOSE			
	#1	The City of Spokane, Solid Waste Disposal, Waste To Energy Facility (COS WTE), is located at 2900 S. Geiger Blvd, Spokane WA 99224-5400. The WTEF operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require suppliers to provide high service levels.	I agree and I acknowledge
	#2	The City of Spokane Waste to Energy Facility (COSWTEF) is located at 2900 S. Geiger Boulevard, Spokane, WA 99224-5400. COSWTEF works under aggressive deadlines and schedules that require suppliers to provide high service levels. The COSWTEF is initiating this Request for Quotes to solicit quotes from vendors who have a proven ability to provide new spec'd Mount Skirts, Mounting Brackets, and Clamps per attached drawings.	I agree and I acknowledge
	#2.1	Bidders will be required to quote two different option groupings, providing lead time for each option grouping. The City reserve the right to select either option grouping.	I agree and I acknowledge
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <a href="https://spokane.procurement.com">https://spokane.procurement.com</a> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge

#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 9:00 a.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge
#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	I agree and I acknowledge
<b>TERMS AND CONDITIONS</b>		
#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I agree and I acknowledge
#1.1	EXCEPTION: If you took exception to above, upload here.	
#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	I certify
<b>INTERPRETATION</b>		
#1	If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
<b>WITHDRAWAL OF QUOTES</b>		
#1	Bidders may withdrawal Quote prior to the scheduled Quote due date and time. Unless otherwise specified, no Quotes may be withdrawn for a minimum of seventy-five (75) calendar days after the due date.	I agree and I acknowledge

EVALUATION OF QUOTES		
#1	<p>Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.</p>	I agree and I acknowledge
QUOTING ERRORS		
#1	<p>QUOTING ERRORS When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.</p>	I agree and I acknowledge
REJECTION OF QUOTES		
#1	<p>REJECTION OF QUOTES The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.</p>	I agree and I acknowledge
AWARD OF CONTRACT		

#1	Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. Interlocal and State Contracts where applicable will be considered as a bid. The City Council shall make the award of contract, as applicable. Unsuccessful Bidders will not automatically be notified of Bid results.	I agree and I acknowledge
<b>PAYMENT TERMS</b>		
#1	Supplier acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I agree and I acknowledge
<b>BIDDER INFORMATION</b>		
#1	Person's Name, Title, Email Address, and Phone Number Submitting Bid	Kathleen Quilty, Bids and Tenders Manager kquilty@tierceltechnology.com 519-209-2945
#2	State Person and Phone To Be Contacted By City Concerning Items Bid	Kathleen Quilty, 519-209-2945
<b>ORGANIZATION</b>		
#1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	JGW Machine Ltd.
<b>CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT</b>		

<p>#1</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 and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at <a href="http://www.dor.wa.gov">www.dor.wa.gov</a> or 360-705-6741 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.</p>	<p>I agree and I acknowledge</p>
<p>#2</p>	<p>City of Spokane Business Registration Number</p>	<p>122999600</p>
<p>PROPRIETARY INFORMATION/PUBLIC DISCLOSURE</p>		
<p>#1</p>	<p>All materials submitted to the City in response to this competitive procurement shall become the property of the City.</p>	<p>I agree and I acknowledge</p>
<p>#2</p>	<p>All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.</p>	<p>I agree and I acknowledge</p>
<p>#3</p>	<p>When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.</p>	<p>I agree and I acknowledge</p>

#4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I agree and I acknowledge
ADDITIONAL ITEMS		
#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	Yes
MINORITY BUSINESS ENTERPRISE		
#1	Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS		
#1	Vendor (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	I Certify No Agreement Was Entered
INTERLOCAL PURCHASE AGREEMENTS		

#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
ACCEPTANCE PERIOD		
#1	Bidders must provide a minimum of a minimum of seventy-five (75) calendar days after the due date.	I agree and I acknowledge
PCB CERTIFICATION		
#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
#2	As far as you know has this type of product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
#3	If so were PCBs found at a measurable level?	No
#4	If so attach the results or note from whom the results can be obtained.	
#5	Do you have reason to believe the product contains measurable levels of PCBs?	No
#6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
GENERAL INSTRUCTIONS		
#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I agree and I acknowledge

#2	Time is of the essence in the performance of this contract.	I agree and I acknowledge
#3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I agree and I acknowledge
#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	I agree and I acknowledge
#5	The City reserves the right to accept or reject any part of or all Quotes deemed to be in the best interest of the City. The City may choose from more than one vendor. The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I agree and I acknowledge
#6	The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I agree and I acknowledge
#7	Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
SPECIAL INSTRUCTIONS - GENERAL		
#1	If the product differs from the provisions contained herein, these differences must be explained in detail.	I agree and I acknowledge
#2	Suppliers found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge
#3	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.	I agree and I acknowledge



#4	Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.	I agree and I acknowledge
#5	Federal and State laws governing this product and its final certification must be satisfied.	I agree and I acknowledge
#6	It shall be the Supplier's responsibility to conform to all Federal Standards for certification.	I agree and I acknowledge
#7	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of the purchase order.	I agree and I acknowledge
#8	EXCEPTION: If you took exception to any of the above, explain here.	
TECHNICAL SPECIFICATIONS		
#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.	I agree and I acknowledge
#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.	I agree and I acknowledge
#3	All items delivered must adhere to stated specs,	I agree and I acknowledge
#3.1	Bidder has reviewed ,SKIRT BASE MOUNT – TALL, Per Spec'd Drawing 1000-09-0006 located in the Documents tab	I agree and I acknowledge
#3.2	Bidder has reviewed MOUNTING BRACKET – TALL, Per Spec'd Drawing 1000-09-0007 located in the Documents tab	I agree and I acknowledge
#3.3	Bidder has reviewed RUBBER CLAMP, Per Spec'd Drawing 1000-09-0004 located in the Documents tab.	I agree and I acknowledge
#3.4	Clarification Questions and Response: QUESTION: Are the bend radius' critical or is a different radius acceptable while maintaining listed dimensions? RESPONSE: A bend radius of ½" or less can be used if all other dimensions are maintained.	I agree and I acknowledge

3.4.1	<p>Clarification Questions and Response:                  QUESTION: Mounting Bracket 1000-09-0007 Rev A • Fractional tolerance of 1/32 acceptable • Slot &amp; Tab design for weldment alignment acceptable Skirt Base Mount 1000-09-0006 Rev A • Fractional tolerance of 1/32 acceptable • Two decimal tolerance of .03" acceptable for items 1 &amp; 2 • Slot &amp; Tab design for weldment alignment acceptable • Bend Tool radius .250"R acceptable Rubber Clamp 1000-09-0004 Rev A • Fractional tolerance of 1/32 acceptable • Two decimal tolerance of .03" acceptable for item 2 • Bend Tool radius .250"R acceptable • 304ss 1.5x 1.5 x .1875" ANGLE (item 1) substituted by bent 304ss .1875" thick plate with .250"R or .090"R bend tool radius used. RESPONSE: Regarding the clarification question, all the listed exceptions would be allowable.</p>	I agree and I acknowledge
#3.5	Any delivered item that does not meet specifications will not be accepted.	I agree and I acknowledge
#3.5.1	If the product differs from the provisions contained herein, these differences must be explained in detail.	Spec Drawings attached with allowable deviations
#4	Awarded Supplier would be responsible for providing Option-Group A or Option Group B, stated on pricing form.	I agree and I acknowledge
#4.1	Option-Group A: State lead time in calendar days for delivery at WTEF, upon receipt of an order:	45 days ARO
#4.2	Option-Group B: State lead time in calendar days for delivery at WTEF, upon receipt of an order:	45 days ARO
#5	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of spec'd steam traps or kits. Upload Letter Here	Qualifications Letter - JGW Machine Ltd.pdf
#6	As applicable, Material Safety Data Sheets / Safety Data Sheets must be included with Bid Proposal. Upload Here	
#7	EXCEPTION: If you took exception to any of the above, explain here.	
DELIVERY - F.O.B. Delivery Point		

FOB Delivery Point:	FOB Delivery Point: Spokane Solid Waste Disposal, WTEF, Attn: Shipping and Receiving, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	I agree and I acknowledge
Freight Transportation	FREIGHT TRANSPORTATION CHARGES will be prepaid and add; and listed as a separate line item on invoices.	I agree and I acknowledge
Risk of Loss	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I agree and I acknowledge
EXCEPTION	If you took exception to any of the above, explain here.	
<b>PRICING</b>		
#1.1	Sales Tax: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
#2	Enter Pricing on the "Pricing Form". Unit Pricing Should Not Include Tax.	I agree and I acknowledge
#3	Exceptions: If you took exception to any of the above, explain in detail.	
<b>ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD</b>		
#1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	PN 1000-09-0004 (RUBBER CLAMP) JGW DEVIATION.pdf
#2	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	PN 1000-09-0006 (SKIRT BASE MOUNT - TALL) JGW DEVIATION.pdf

#3	<p>Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.</p>	<p>PN 1000-09-0007 (MOUNTING BRACKET - TALL) JGW DEVIATION.pdf</p>
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**Pricing Responses**

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
OPTION-GROUP A (The City Reserves The Right To Select Either Option-Group A or B)								
	Option-Group A Item	SKIRT BASE MOUNT – TALL, Per Spec'd Drawing 1000-09-0006 Unit Pricing Should "Not" Include Tax.	Base	Each	26.00	\$400.31	\$10,408.06	45 days ARO
	Option-Group A Item	MOUNTING BRACKET – TALL, Per Spec'd Drawing 1000-09-0007 Unit Pricing Should "Not" Include Tax.	Base	Each	52.00	\$152.26	\$7,917.52	45 days ARO
	Option-Group A Item	RUBBER CLAMP Per Spec'd Drawing 1000-09-0004 Unit Pricing Should "Not" Include Tax.	Base	Each	26.00	\$91.16	\$2,370.16	45 days ARO

Option-Group A Item	Freight Cost. Total combined ground freight cost to be incurred for Option-Group A items, for delivery to Spokane Solid Waste Disposal, Attn: Warehouse, 2900 S. Geiger Blvd, Spokane WA, 99224-5400. Total Freight Cost Should "Not" Include Tax. Enter total freight cost here.	Base	Total Freight Option-Group A	1.00	\$2,280.00	\$2,280.00
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OPTION-GROUP B  
 (The City Reserves The Right To Select Either Option-Group B or A)

Option-Group B Item	SKIRT BASE MOUNT – TALL, Per Spec'd Drawing 1000-09-0006 Pricing Should "Not" Include Tax.	Base	Each	68.00	\$395.66	\$26,904.88	45 days ARO
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Option-Group B Item	MOUNTING BRACKET – TALL, Per Spec'd Drawing 1000-09-0007 Unit Pricing Should "Not" Include Tax.	Base	Each	136.00	\$142.72	\$19,409.92	45 days ARO
Option-Group B Item	RUBBER CLAMP Per Spec'd Drawing 1000-09-0004 Unit Pricing Should "Not" Include Tax.	Base	Each	68.00	\$88.56	\$6,022.08	45 days ARO
Option-Group B Item	Freight Cost. Total combined ground freight cost to be incurred for Option-Group B items, for delivery to Spokane Solid Waste Disposal, Attn: Warehouse, 2900 S. Geiger Blvd, Spokane WA, 99224-5400. Total Freight Cost Should "Not" Include Tax. Enter total freight cost here.	Base	Total Freight Option-Group B	1.00	\$4,260.00	\$4,260.00	
<b>Total Base Bid</b>	\$79,572.62						

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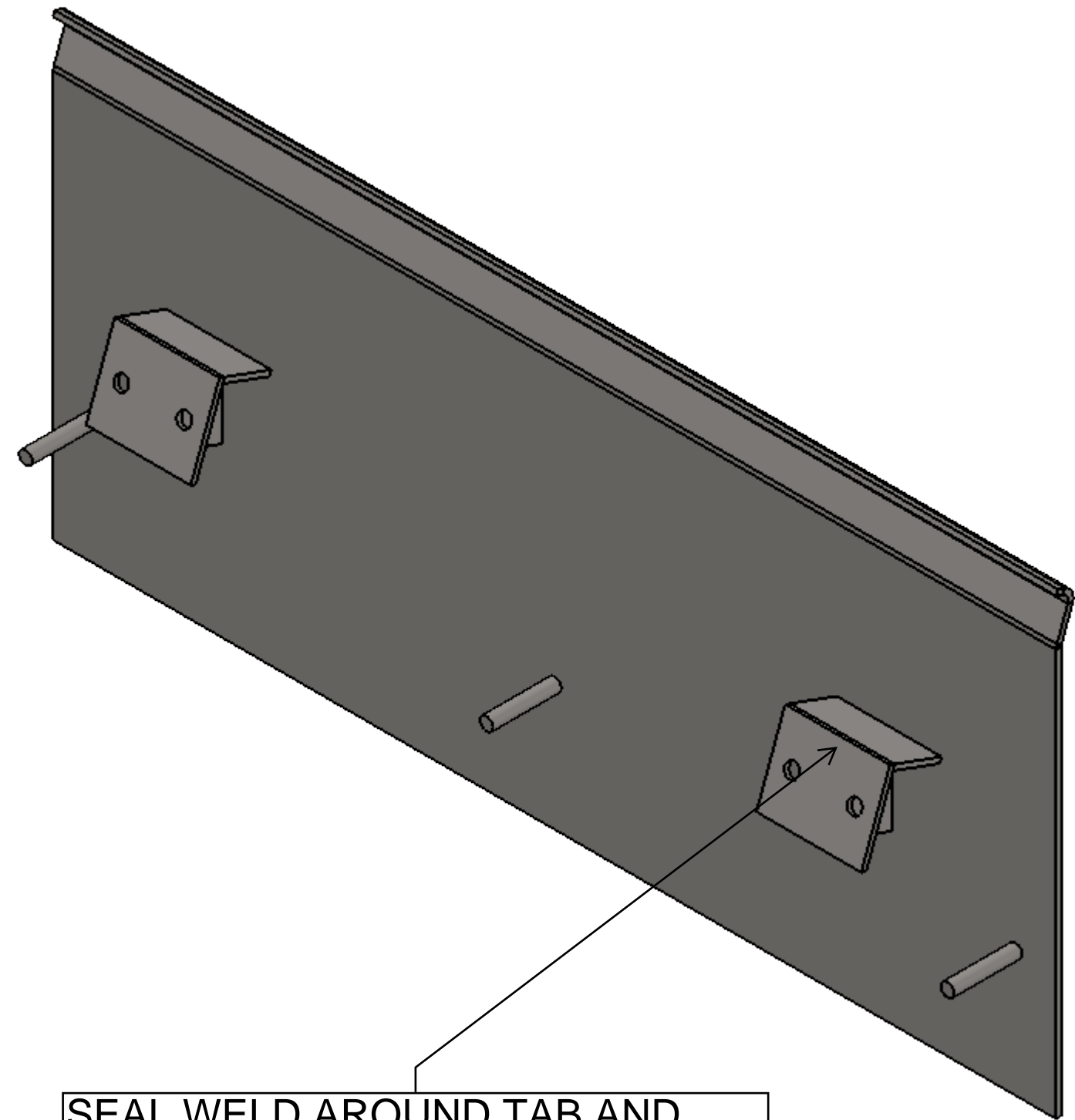
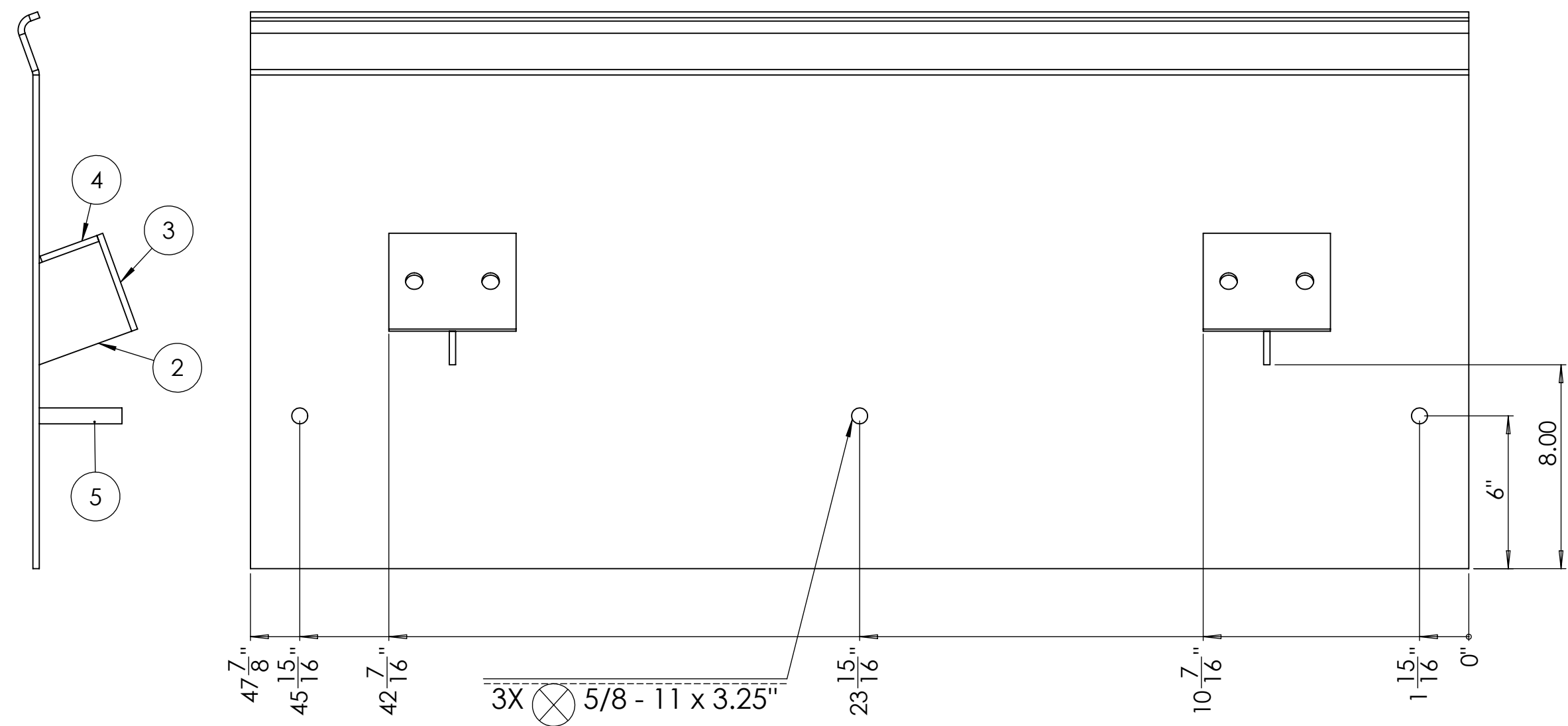
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REV	Description of Change	Date
A	Initial Release	04/30/2024

D

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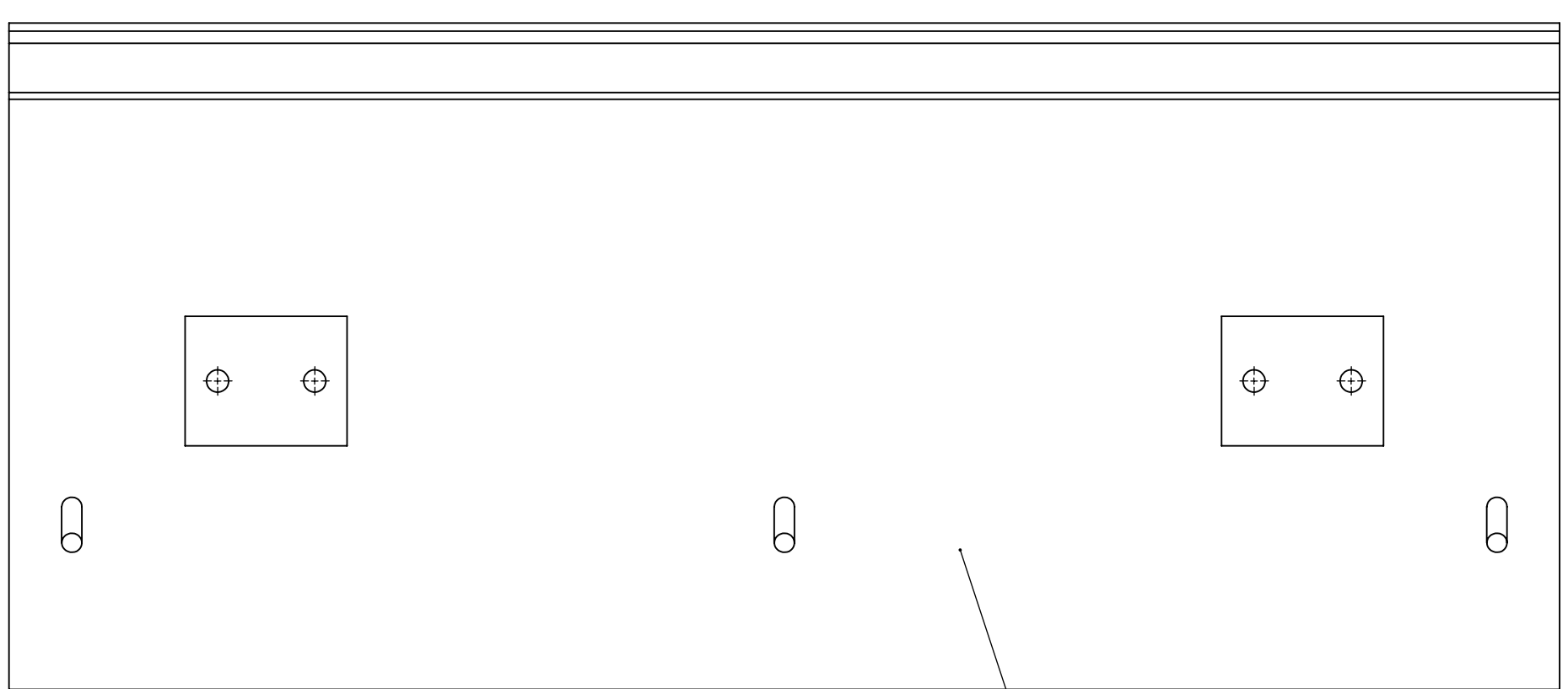
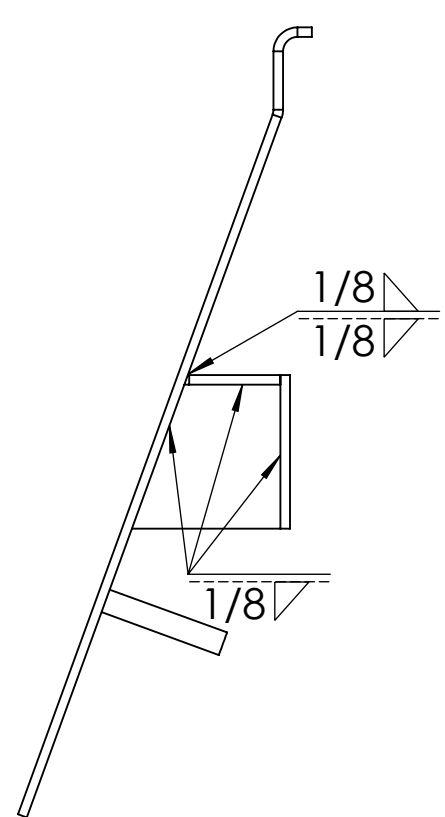
SEAL WELD AROUND TAB AND SLOT. GRIND WELD SMOOTH ON BACK SIDE, TYP. ALL SLOT & TAB FITTINGS

C

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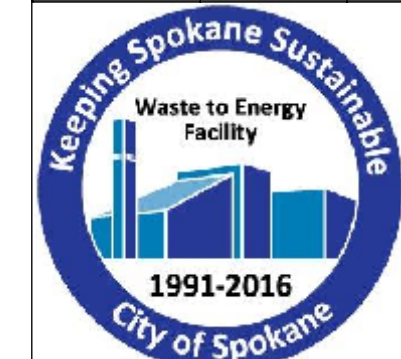
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B



FRACTIONAL TOLERANCE: 1/32  
TWO DECIMAL TOLERANCE: .03"  
FORMING TOOL RADIUS: R.090" / .250"

ITEM	QTY	DESCRIPTION	MATERIAL
1	1	BACKING PLATE	1/4" 304 SS PLATE
2	2	RIB	1/4" 304 SS PLATE
3	2	MOUNTING PLATE	1/4" 304 SS PLATE
4	2	RIB SUPPORT	1/4" 304 SS PLATE
5	3	ALL THREAD	18-8 SS THREADED ROD (5/8 - 11)



UNLESS OTHERWISE SPECIFIED:		NAME	DATE
DIMENSIONS ARE IN INCHES		DRAWN	FN
TOLERANCES:		ENG APPR.	FN
FRACTIONAL ± 1/64			04/30/24
TWO PLACE DECIMAL ± .02"			04/30/24
THREE PLACE DECIMAL ± .006"			

TITLE:		SIZE	DWG. NO.	REV
SKIRT BASE MOUNT - TALL		C	1000-09-0006	A
SCALE: 1:5		WEIGHT: 86 LBS.	SHEET 1 OF 2	

\*DRAWING REVISED TO REPRESENT JGW MACHINE DEVIATION REQUESTS.\*

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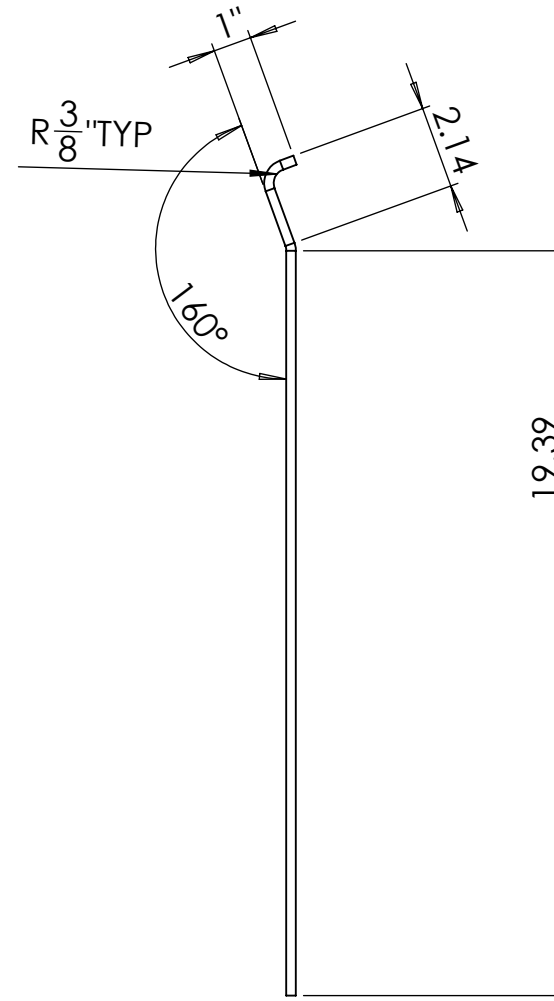
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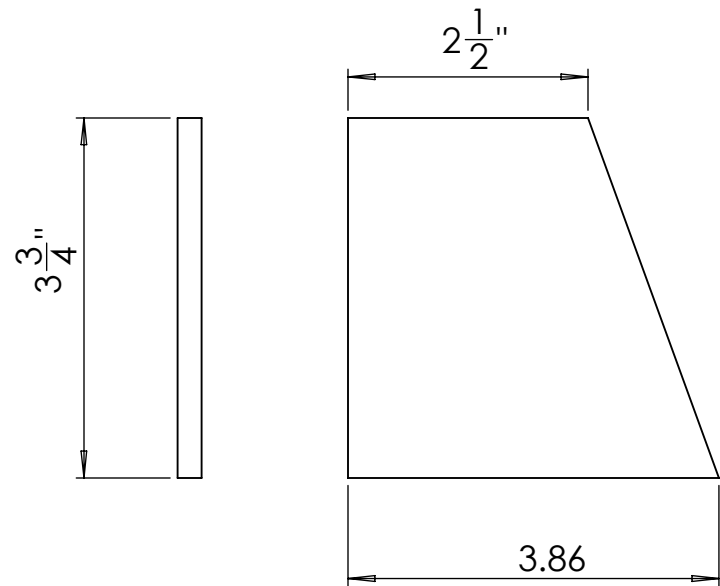
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REV	Description of Change	Date
A	Initial Release	04/30/2024

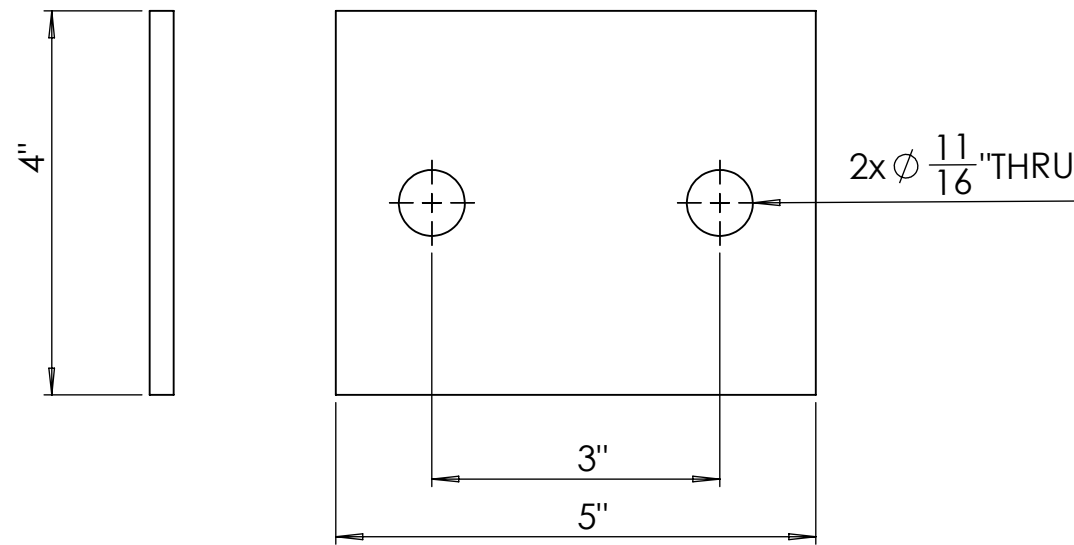
### ITEM 1



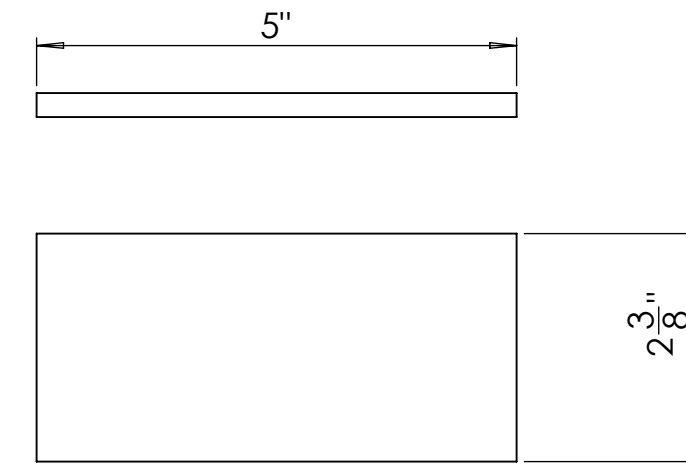
### ITEM 2 SCALE 1:2



### ITEM 3 SCALE 1:2



### ITEM 4 SCALE 1:2



FRACTIONAL  
TOLERANCE: 1/32  
TWO DECIMAL  
TOLERANCE: .03"  
FORMING TOOL  
RADIUS: R.090" / .250"



UNLESS OTHERWISE SPECIFIED:		NAME	DATE
DIMENSIONS ARE IN INCHES		FN	04/30/24
TOLERANCES:		ENG APPR.	FN
FRACTIONAL ± 1/64		DATE	
TWO PLACE DECIMAL ± .02"		TITLE:	
THREE PLACE DECIMAL ± .006"		SKIRT BASE MOUNT - TALL	
INTERPRET GEOMETRIC TOLERANCING PER: ANSI/ASME Y14.5		SIZE	
MATERIAL SEE BOM		DWG. NO.	
FINISH		1000-09-0006	
NOTES: 1. Remove all sharp edges. 2. Mask threaded and precision holes prior to any coating. 3. Reference dimensions are shown with parenthesis and do not need to be inspected.		REV	
		A	
SCALE: 1:5		WEIGHT: 86 LBS.	
		SHEET 2 OF 2	

\*DRAWING REVISED TO REPRESENT JGW MACHINE DEVIATION REQUESTS.\*

4

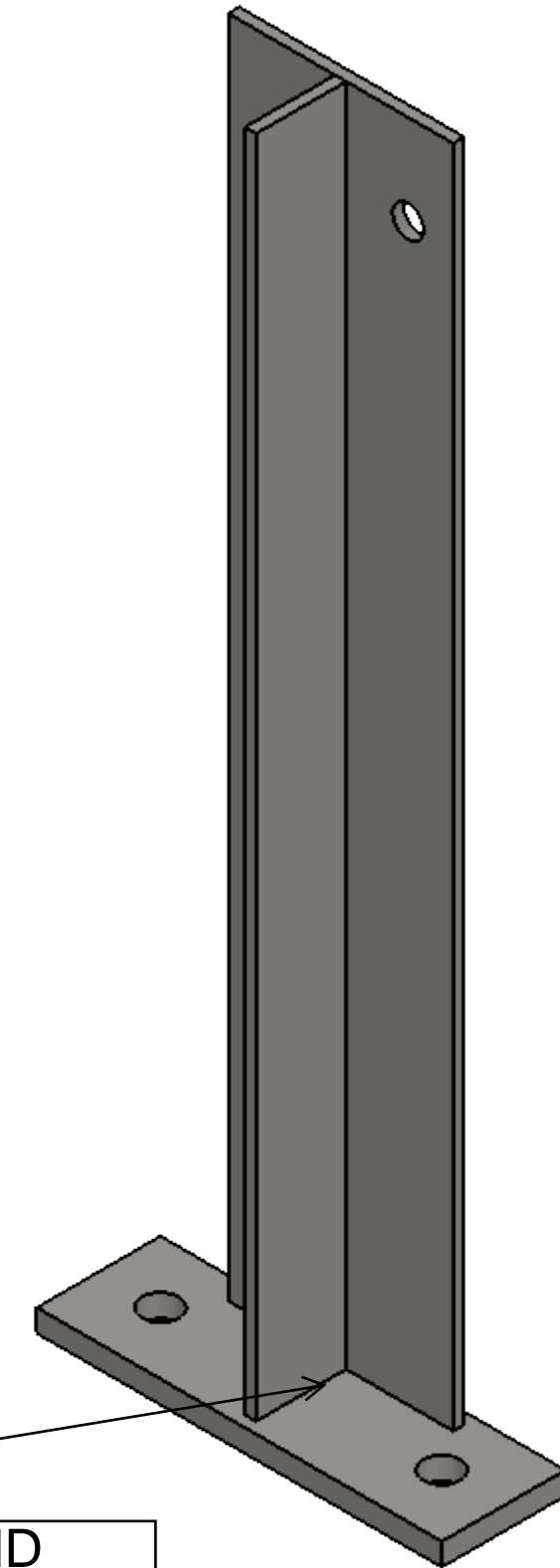
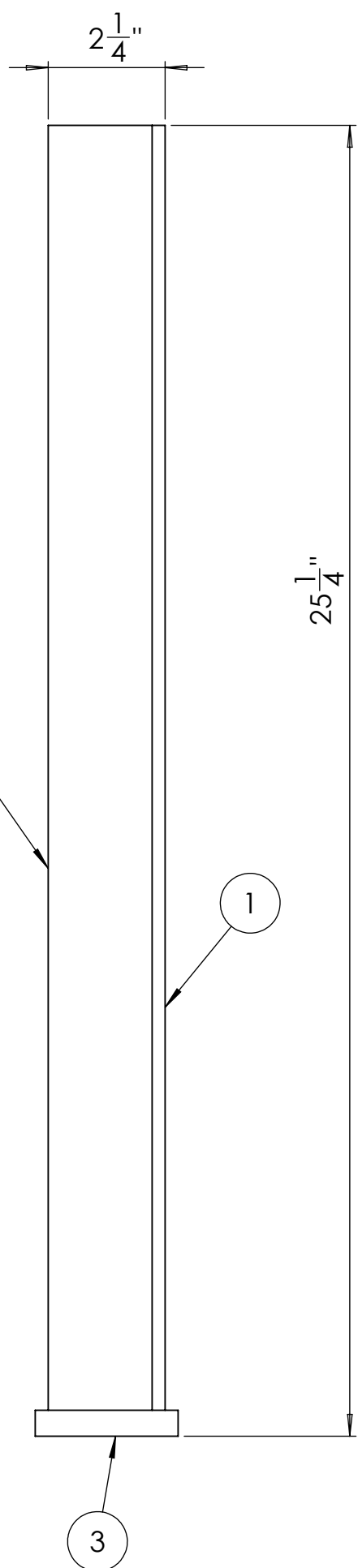
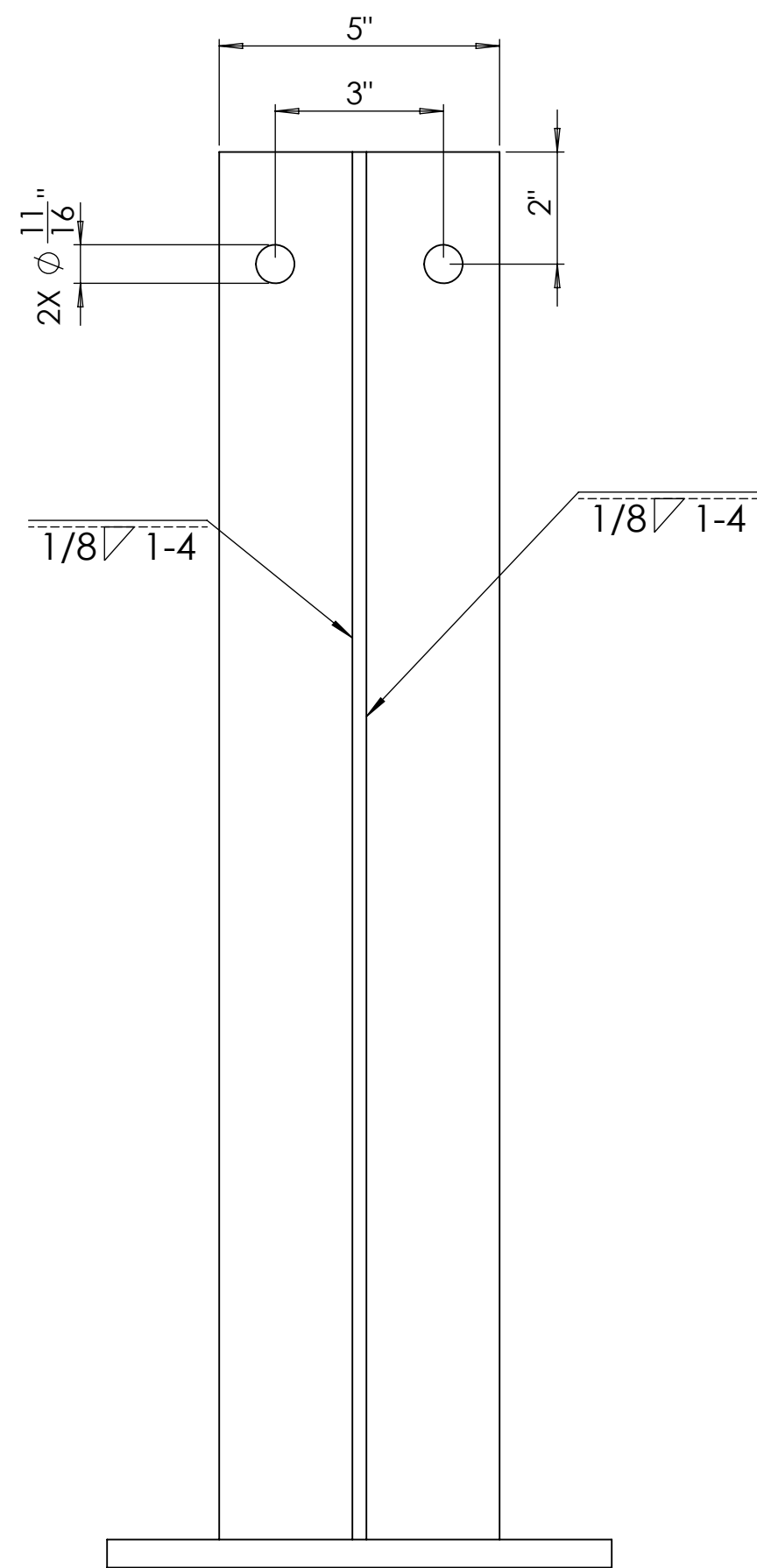
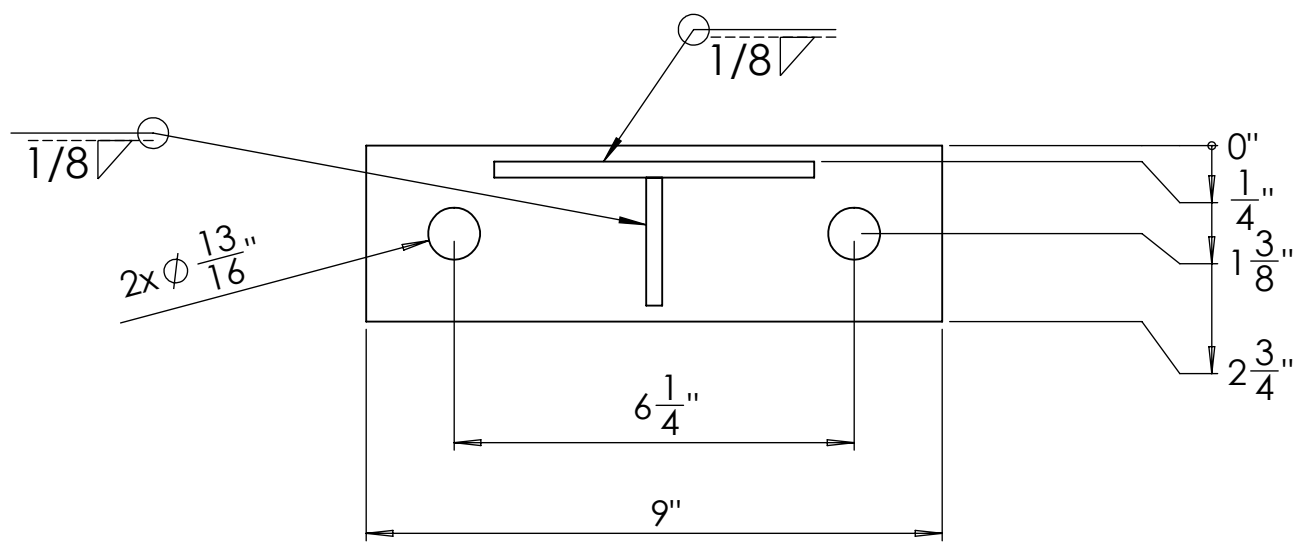
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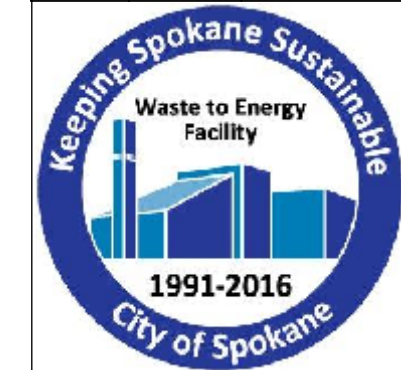
REV	Description of Change	Date
A	Initial Release	04/30/2024



SEAL WELD AROUND TAB AND SLOT. GRIND WELD SMOOTH ON BACK SIDE, TYP. ALL SLOT & TAB FITTINGS

FRACTIONAL TOLERANCE: 1/32  
TWO DECIMAL TOLERANCE: .03"

ITEM	QTY	SIZE	MATERIAL
1	1	5" X 24.75"	1/4" 304SS PLATE
2	1	2" X 24.75"	1/4" 304SS PLATE
3	1	9" X 2.75"	1/2" 304SS PLATE



UNLESS OTHERWISE SPECIFIED:		NAME	DATE
DIMENSIONS ARE IN INCHES		DRAWN	FN 04/30/24
TOLERANCES:		ENG APPR.	FN 04/30/24
FRACTIONAL ± 1/64		TITLE:	
ANGULAR: ± .250°		MOUNTING BRACKET - TALL	
TWO PLACE DECIMAL ± .02"		SIZE DWG. NO.	
THREE PLACE DECIMAL ± .006"		C 1000-09-0007	
INTERPRET GEOMETRIC TOLERANCING PER: ANSI/ASME Y14.5		REV	
MATERIAL SEE BOM		A	
FINISH		SCALE: 1:3 WEIGHT: 1.6 LBS. SHEET 1 OF 1	

\*DRAWING REVISED TO REPRESENT JGW MACHINE DEVIATION REQUESTS.\*

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1

REV	Description of Change	Date
A	Initial Release	03/06/2024

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C

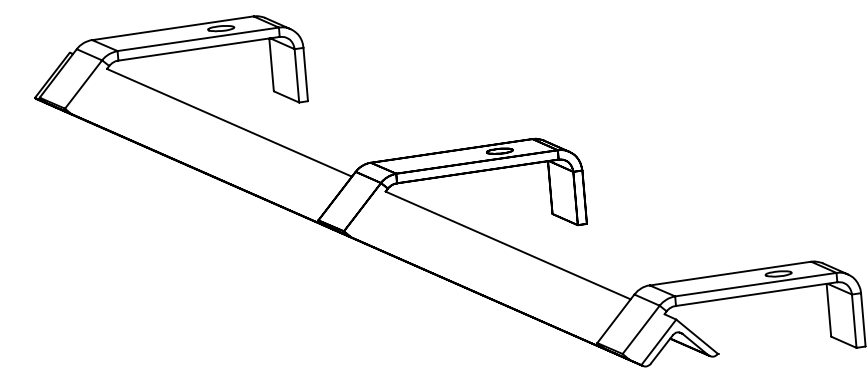
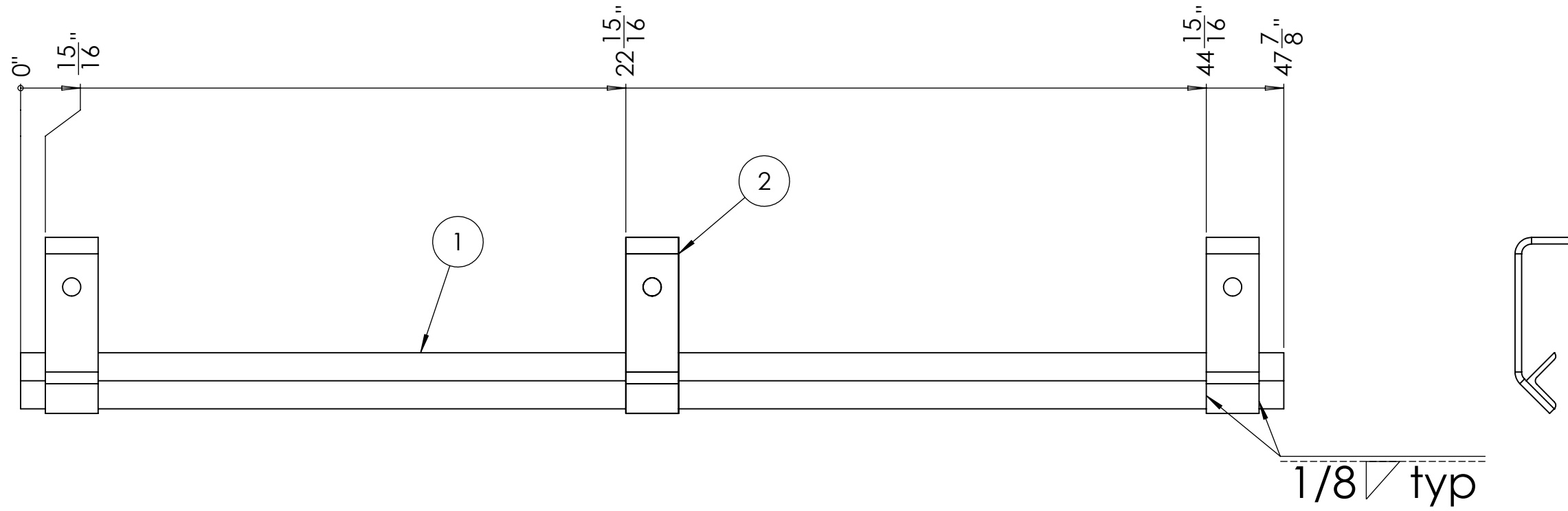
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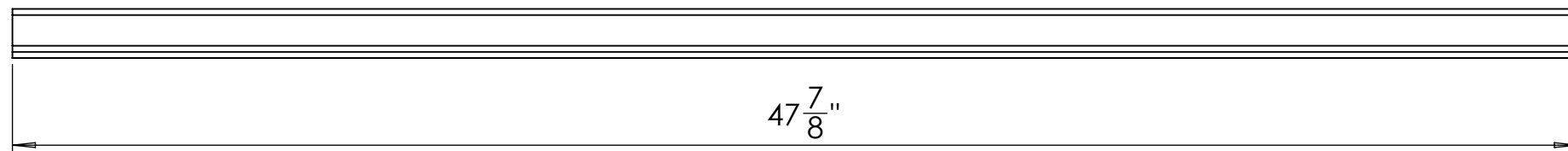
A

A

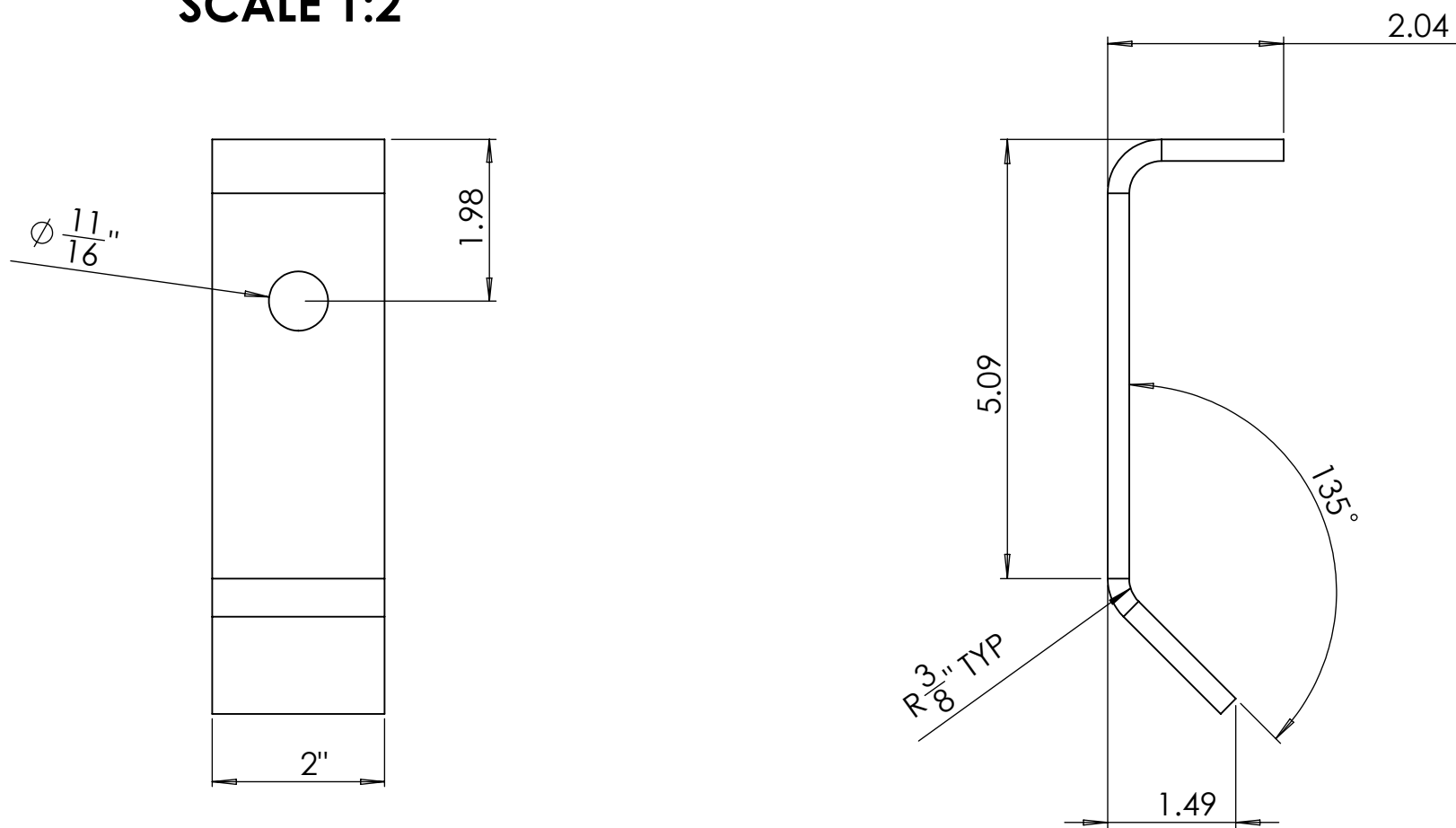


ITEM 1

UP 90° R .090"  
(BENT PLATE)



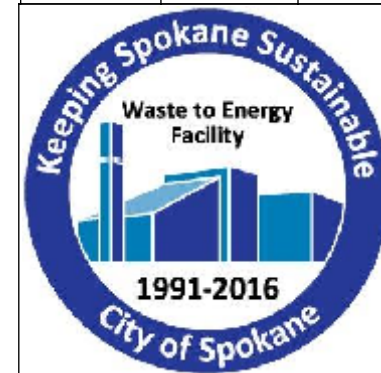
ITEM 2  
SCALE 1:2



FRACTIONAL  
TOLERANCE: 1/32  
TWO DECIMAL  
TOLERANCE: .03"  
FORMING TOOL  
RADIUS: R.090" / .250"

\*DRAWING REVISED TO REPRESENT JGW MACHINE DEVIATION REQUESTS.\*

ITEM	QTY	DESCRIPTION	MATERIAL
1	1	<b>BENT BRACKET</b>	.1875" 304SS PLATE
2	3	BRACKET	1/4" 304SS PLATE



UNLESS OTHERWISE SPECIFIED:		NAME	DATE
DIMENSIONS ARE IN INCHES		DRAWN	FN 03/06/24
TOLERANCES:		ENG APPR.	FN 03/06/24
FRACTIONAL ± 1/64		NOTES:	
TWO PLACE DECIMAL ± .02"		1. Remove all sharp edges.	
THREE PLACE DECIMAL ± .006"		2. Mask threaded and precision holes prior to any coating.	
INTERPRET GEOMETRIC TOLERANCING PER: ANSI/ASME Y14.5		3. Reference dimensions are shown with parenthesis and do not need to be inspected.	
MATERIAL	SEE BOM	TITLE: RUBBER CLAMP	
FINISH		SIZE DWG. NO. REV	
		C 1000-09-0004 A	

SCALE: 1:5	WEIGHT: 12 LBS	SHEET 1 OF 1
------------	----------------	--------------

4

3

2

1



259 Third Concession Rd  
P.O. Box 490  
Princeton, ON NOJ 1VO  
519-458-4882

May 28, 2024

RE: City of Spokane - Fabrication of Mount Skirts, Mounting Brackets, and Clamps , Per Attached Drawings

JGW Machine Ltd. is both the manufacturer and distributor of the proposed product for Bid No. City of Spokane - Fabrication of Mount Skirts, Mounting Brackets, and Clamps , Per Attached Drawings.

JGW Machine Ltd. has 70 years of working with North America's leading brands over a multitude of markets and industries. Some of our customers include but are not limited to; Signode, Tiger Cat, Hydmech, Innio, and PowerCart.

Focusing on the fabrication and machining of sheet metal, JGW Machine Limited has the capacity to create prototypes and manage large-scale production runs for a diverse array of part sizes.

Kind Regards,

A handwritten signature in black ink that reads 'Jaclyn Wilson'.

Jaclyn Wilson

*Sales Manager*  
519 -458-4882 ext.224



A Tiercel Technology Company

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 06/24/2024**Committee Agenda type:** Consent**Date Rec'd**

6/24/2024

**Clerk's File #**

OPR 2023-0385

**Cross Ref #****Project #****Council Meeting Date:** 07/15/2024**Submitting Dept**

SOLID WASTE DISPOSAL

**Bid #****Contact Name/Phone**

DAVID PAINE 625-6878

**Requisition #**

CR 26422

**Contact E-Mail**

DPAINE@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4490 SEMI TRUCK LEASE EXTENSION

**Agenda Wording**

Lease extension with Kenworth Sales (Spokane, WA) for a semi truck utilized at the Waste to Energy Facility from Apr. 1, 2024 through Sep. 30, 2024 for an additional \$35,277.02 plus taxes, for a total annual cost of \$71,927.04.

**Summary (Background)**

The Waste to Energy Facility's semi-tractor was in an accident and rendered inoperable. Due to market conditions and new vehicle availability at that time a long-term lease was the most cost-effective option to replace the vehicle. Since then, a new semi-truck has been ordered now that availability has improved but is not built yet. The vehicle currently in use at the Facility is leased through 3/30/2024 and will need extended through 9/30/2024 to meet the department's needs.

Lease? YES

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 71,927.04

Current Year Cost \$ 71,927.04

Subsequent Year(s) Cost \$ 0

**Narrative**

This is an operating expense that was planned for in the 2024 Solid Waste Disposal budget. A new semi-truck has been ordered and the lease will no longer be needed once it is delivered.

**Amount****Budget Account**

Expense \$ 35,277.02

# 4490-44100-37148-54501

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	June 24, 2024
<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 509-625-6878
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Kenworth semi-truck lease extension with cost
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>*use the Fiscal Impact box below for relevant financial information</p> <p>The Waste to Energy Facility’s semi-tractor was in an accident and rendered inoperable. Due to market conditions and new vehicle availability at that time a long-term lease was the most cost-effective option to replace the vehicle. A new semi-truck has been ordered now that availability has improved but is not built yet.</p> <p>The vehicle currently in use at the Facility is leased through 3/30/2024 and will need extended through 9/30/2024 to meet the department’s needs. An additional \$35,277.02 plus tax is needed for this extension, making the total annual cost \$71,927.04.</p>
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$35,277.02 additional for a total annual cost of \$71,927.04</u> Current year cost: \$71,927.04 Subsequent year(s) cost: 0	
<b>Narrative:</b> <u>This is an operating expense that was planned for in the 2024 Solid Waste Disposal budget. A new semi-truck has been ordered and the lease will no longer be needed once it is delivered.</u>	
<b>Funding Source</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Yes	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
<ul style="list-style-type: none"> <li>• 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.</li> </ul>	

- 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?  
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 annual budget strategies to limit costs and approved projects in the 6-year CIP.

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Not applicable



# KENWORTH SALES

# RENTAL AGREEMENT

RENTAL AGREEMENT 150-104936

CUSTOMER NUMBER 573-100691

Customer Details	
City of Spokane	
915 N Nelson St	
Spokane, Washington, 99202	
(509) 655-0959	
US DOT	
MC/CVOR #	
PO #	

Rental Unit Details		
Vehicle #	150-769	License Plate # AM615
VIN	1XKZD49XXMJ440086	
Type	TADC	
Weight Limit (GVW/GCW)	80,000	
Fuel Out	8/8	Fuel In
DEF Out	8/8	DEF In
Odometer Out	50,700	Odometer In
Hours Out		Hours In

Driver Details	
Name	Terry Somers
DOB	***REDACTED***
License #	WDL3Z9T7633B
State	WA
Exp.Date	8/5/2025
Class	

Agreement Details			
Rental Type	Pure Rental		
Lease Unit #			
Date Due Back	9/30/2024	Time Due Back	12:00 PM PT
Date Out	4/1/2024	Time Out	08:00 AM PT
Date In		Time In	
Days Used			

**Terms**

VEHICLE IS TO BE USED FOR CUSTOMER'S BUSINESS ONLY. FAILURE TO RETURN THE RENTED VEHICLE AFTER WRITTEN NOTICE TO RETURN SUCH VEHICLE COULD CONSTITUTE A FELONY UNDER APPLICABLE LAW. I HAVE READ THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT AND AGREE THERETO. THIS LESSOR COOPERATES WITH ALL FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT OFFICIALS NATIONWIDE TO PROVIDE THE IDENTITY OF CUSTOMERS WHO OPERATE THIS RENTED COMMERCIAL MOTOR VEHICLE (CMV). OPERATION OF THIS VEHICLE IN CONTRAVENTION OF APPLICABLE LAWS OR TERMS AND CONDITIONS OF THIS AGREEMENT MAY LIMIT OR VOID CUSTOMER'S INSURANCE. CUSTOMER IS RESPONSIBLE FOR THE CONDITION OF THE VEHICLE AND ALL OVERHEAD DAMAGE REGARDLESS OF ANY INSURANCE ARRANGEMENT. IN CASE OF ACCIDENT, RENTAL CHARGES WILL CONTINUE DURING THE DOWNTIME OF VEHICLE. CUSTOMER MUST COMPLETE AND RETURN LESSOR SUPPLIED TRIP REPORT FOR STATE TAX REPORTING. CUSTOMER WILL PAY ALL UNREPORTED MILES TRAVELLED AT \$ 0.25 PER MILE

Transaction Details			
	Rate	Quantity	Amount
Daily Rate @	\$265.00	3	\$795.00
Weekly Rate @	\$1,325.00	0	\$0.00
Monthly Rate @	\$5,741.67	6	\$34,450.02
Mileage Rate @	\$0.16	200	\$32.00
Hourly Rate @			
<b>SUB TOTAL</b>			<b>\$35,277.02</b>
Sales Tax			\$0.00
Fuel Rate/Gallon		0	
DEF Rate/Gallon		0	
Environment Fee	\$6.00	1	\$6.00
Smoking Fee	\$250.00	1	\$250.00
Liability @			CP
Physical Damage @			CP

Comments

Insurance Details
Customer to furnish liability insurance as specified in paragraph 5(b)
Customer to furnish physical damage insurance as specified in paragraph 5(d)

Non Hazardous Material / Interstate

CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: 4/1/2024

RENTED BY : Matt Schmidt CHECKED IN BY : \_\_\_\_\_

Kenworth Sales Company PacLease  
 6420 East Broadway  
 Spokane, WA 99212  
 (509) 535-5753

**Hours of Operation**

Mon-Fri : \_\_\_\_\_  
 Saturday : Closed  
 Sunday : Closed

**PACCENTRAL 24 HOUR EMERGENCY SERVICE**  
 1-800-759-2979



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 06/24/2024**Committee Agenda type:** Consent**Date Rec'd**

6/24/2024

**Clerk's File #**

OPR 2024-0244

**Cross Ref #****Project #****Council Meeting Date:** 07/15/2024**Submitting Dept**

SOLID WASTE DISPOSAL

**Bid #**

PW ITB 6028-23

**Contact Name/Phone**

DAVID PAINE 625-6878

**Requisition #**

CR 26424

**Contact E-Mail**

DPAINE@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4490 CONTRACT AMENDMENT FOR STACK REPAIRS AND INSPECTION

**Agenda Wording**

Contract amendment with Gerard Chimney Company (St. Louis, MO) for stack repairs and inspection at the Waste to Energy Facility from 4/1/2024-12/31/2024. An additional \$275,000.00 is needed for a total cost of \$500,000.00 plus tax.

**Summary (Background)**

The Waste to Energy stack (chimney) is an integral part of the boilers and is required to be inspected regularly and have repairs made. Gerard Chimney was awarded the contract for the inspection and repair of the facility's stack for a total cost of \$225,000.00. During the inspection unanticipated emergent repairs were identified resulting in the need for an additional \$275,000.00, plus tax.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 500,000.00

Current Year Cost \$ 500,000.00

Subsequent Year(s) Cost \$ 0

**Narrative**

This is an unplanned but necessary expense and is a requirement of the facility's insurance provider. The additional funds needed for this work will be offset by adjustments in other planned maintenance in 2024.

**Amount****Budget Account**

Expense \$ 275,000.00

# 4490-44900-37145-54803

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

### Agenda Wording

### Summary (Background)

#### **Approvals**

##### Dept Head

AVERYT, CHRIS

##### Division Director

MILLER, KATHERINE E

##### Accounting Manager

ALBIN-MOORE, ANGELA

##### Legal

HARRINGTON,

##### For the Mayor

PICCOLO, MIKE

#### **Additional Approvals**

##### PURCHASING

PRINCE, THEA

#### **Distribution List**

John Maddock, john@gerardchimney.com

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

tprince@spokanecity.org

rrinderle@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	June 24, 2024
<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 509-625-6878
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract amendment for stack repairs and inspection at the Waste to Energy Facility
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy stack (chimney) is an integral part of the boilers. If not kept in good working condition it could affect the facility's ability to comply with federal and state regulations and potentially present hazards to personnel. The stack is currently in need of repairs. Once repairs are complete, a final inspection is also needed, indicating no more work is necessary to maintain the stacks integrity.</p> <p>On January 8, 2024, bidding closed on PW ITB 6028-23 for these required stack repairs and inspection. Three responses were received and Gerard Chimney Company (St. Louis, MO) was the low cost bidder. The contract had a total cost not to exceed \$225,000.00 plus tax. There were unanticipated emergent repairs that were identified during the inspection resulting in the need for an additional \$275,000.00 plus tax for a total cost of \$500,000.00 plus tax.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$275,000.00 additional for a total contract cost of \$500,000.00 plus tax</u></p> <p>Current year cost: \$500,000.00</p> <p>Subsequent year(s) cost: 0</p> <p><b>Narrative:</b> <u>This is an unplanned but necessary expense and is a requirement of the facility's insurance provider. The additional funds needed for this work will be offset by adjustments in other planned maintenance in 2024.</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts (If N/A, please give a brief description as to why)</b></p> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?</li> </ul>	

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.

- 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?

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 annual budget strategies to limit costs and approved projects in the 6-year CIP.

#### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Not applicable



**CITY OF SPOKANE**  
**CONTRACT AMENDMENT**  
**Title: STACK REPAIRS AND INSPECTION**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **GERALD CHIMNEY COMPANY**, whose address is 4607 Beck Avenue, St. Louis, Missouri 63116, 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 perform Stack Repairs and Inspection; and

WHEREAS, additional repairs are needed beyond those set forth in the original contract, 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 March 15, 2024 and April 11, 2024, 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 April 1, 2024, and shall end December 31, 2024.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$275,000.00)**, plus 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.

**GERALD CHIMNEY COMPANY**

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
City Clerk

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 06/24/2024

**Committee Agenda type:** Consent

**Date Rec'd** 6/24/2024

**Clerk's File #** OPR 2024-0551

**Cross Ref #**

**Project #** A&E 24-01

**Council Meeting Date:** 07/15/2024

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL	<b>Bid #</b>	
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<b>Contact Name/Phone</b>	DAVID PAINE 625-6878	<b>Requisition #</b>	CR 26426
---------------------------	----------------------	----------------------	----------

<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG		
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	BWILKERSON JBINGLE KKLITZKE		
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<b>Agenda Item Name</b>	4490 CONTRACT FOR ENGINEERING SUPPORT SERVICES		
-------------------------	--	--	--

**Agenda Wording**

Consulting Contract with HDR Engineering (Bellevue, WA) for cost estimation and engineering support services at the Waste to Energy Facility from 7/1/2024-6/30/2025 with a total cost not to exceed \$70,026.00 plus applicable tax.

**Summary (Background)**

The Waste to Energy Facility's ash house needs replaced due to continuous use and the corrosive nature of ash. This contract will provide a cost estimation for the demolition of the existing ash handling system, and the construction of a replacement system. After a review of three different Engineering Firms, HDR Engineering (Bellevue, WA) was selected based on the scoring criteria utilized in the City's A&E Services Evaluation process.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost	\$ 70,026.00
------------	--------------

Current Year Cost	\$ 70,026.00
-------------------	--------------

Subsequent Year(s) Cost	\$ 0
-------------------------	------

**Narrative**

This is a planned capital expense associated with the Facility's Ash House Refurbishment project.

**Amount**

**Budget Account**

Expense	\$ 70,026.00	# 4490-44900-37145-54803
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#





## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	June 24, 2024
<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 509-625-6878
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract for engineering support services at the Waste to Energy Facility
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy Facility’s ash house needs replaced due to continuous use and the corrosive nature of ash. This contract is required to provide a cost estimation for the following future work to be implemented. This future work will include the demolition of the existing ash handling system including buildings and foundations, and the construction of a replacement system featuring additional metal recovery and enhanced dust collection. A 3rd party cost estimate is required for budgeting effectively for this future work and setting a basis plan for the overall project.</p> <p>After review of three different Engineering Firms, HDR Engineering (Bellevue, WA) was selected based on the scoring criteria utilized in the City’s A&amp;E Services Evaluation process.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$70,026.00 plus tax</u> Current year cost: \$70,026.00 Subsequent year(s) cost: 0	
<b>Narrative:</b> <u>This is a planned capital expense associated with the Facility’s Ash House Refurbishment project.</u>	
<b>Funding Source</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Yes	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b> <ul style="list-style-type: none"> <li>• 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.</li> </ul>	

- 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?  
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 annual budget strategies to limit costs and approved projects in the 6-year CIP.

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Not applicable



**City of Spokane**  
**CONSULTANT AGREEMENT**  
**Title: COST ESTIMATION  
ENGINEERING SERVICES**

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

*WHEREAS, the purpose of this Agreement is to provide Cost Estimation / Engineering Services for Spokane Solid Waste Disposal Department, and*

*WHEREAS, the Consultant was selected from the MRSC Consulting Roster.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on July 1, 2023, and ends on June 30, 2025, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by mutual agreement of the parties.

**2. TIME OF BEGINNING AND COMPLETION.**

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

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

#### 4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **SEVENTY-THOUSAND TWENTY-SIX AND NO/100 DOLLARS (\$70,026.00)**, plus tax if applicable. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### 5. PAYMENT.

The Consultant shall submit its applications for payment to Spokane Solid Waste Disposal, Administrative Office, 2900 South Geiger Blvd, Spokane, Washington 99224. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more

than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

**Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

## **7. TAXES, FEES AND LICENSES.**

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

## **8. CITY OF SPOKANE BUSINESS LICENSE.**

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

## **9. SOCIAL EQUITY REQUIREMENTS.**

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

one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

#### **10. INDEMNIFICATION.**

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

#### **11. INSURANCE.**

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

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

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

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

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties

who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **12. DEBARMENT AND SUSPENSION.**

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

## **13. AUDIT.**

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

## **14. INDEPENDENT CONSULTANT.**

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

## **15. KEY PERSONS.**

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such

individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

#### **16. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **17. CITY ETHICS CODE.**

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

#### **18. NO CONFLICT OF INTEREST.**

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

#### **19. ERRORS AND OMISSIONS, CORRECTIONS.**

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon



notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

## **20. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

## **21. CONFIDENTIALITY.**

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

## **22. DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall

mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

### **23. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

### **24. EXPANSION FOR NEW WORK.**

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes,

emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

## **25. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties

agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**HDR ENGINEERING, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments to this Contract:**  
Exhibit A – Certificate Regarding Debarment  
Exhibit B – Consultant's Scope of Work  
24-108

**EXHIBIT A**

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

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

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

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

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

**EXHIBIT B**

**FORM AGREEMENT BETWEEN OWNER AND  
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES  
AGREEMENT NUMBER \_\_\_\_\_**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of February, 2024, between City of Spokane (“OWNER”) a municipal corporation, with principal offices at 808 W. Spokane Falls Blvd., Spokane, WA 99201 and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Waste-To-Energy Facility Engineering and Cost Estimate (“Project”);

**WHEREAS**, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

**WHEREAS**, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

**SECTION IV. COMPENSATION**

Compensation for ENGINEER’S services under this Agreement shall be on the basis of

- Direct Labor Costs times a factor of 3.20 for the services of ENGINEER’S personnel engaged on the Project, plus Reimbursable Expenses, estimated to be \$70,026.00

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER’S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add five percent (5%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

#### **SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.



**SECTION VI. SPECIAL PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

\_\_\_\_\_  
CITY OF SPOKANE "OWNER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HDR ENGINEERING, INC.  
"ENGINEER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**

**SCOPE OF SERVICES**



April 16, 2024

Foster Newberg, P.E.  
City of Spokane - Waste-To-Energy Facility  
2900 S Geiger Blvd  
Spokane, WA 99208

**RE: Waste-To-Energy Facility Cost Estimation and Preliminary Engineering Services**

Dear Foster:

Thank you for selecting HDR Engineering, Inc. to provide you with a scope/budget and schedule for your Waste-To-Energy Facility Cost Estimation and Preliminary Engineering Services work.

HDR is fully committed and vested in the successful completion of this project. Thank you for the opportunity to offer our services and we look forward to working with you and your team. Should you require further clarification of this proposal, please do not hesitate to contact Project Manager, Wendy Mifflin, at (509) 929-3868 or [wendy.mifflin@hdrinc.com](mailto:wendy.mifflin@hdrinc.com).

Regards,  
HDR Engineering, Inc.

Wendy Mifflin  
Project Manager

Rob Berman  
Senior Vice President



## Background

The City of Spokane (City) selected HDR Engineering, Inc. (HDR) from the Municipal Research and Services Center (MRSC) roster as the top candidate to provide a scope, budget and schedule to evaluate and develop a plan and budgetary cost estimate for proposed work at their Waste-To-Energy Facility (WTEF). Requested services include preliminary design and planning level costing for demolition of existing ash system from approximately Column Line 2, drawing 01-27-103 – including the conveyor gallery, existing Ash Handling Building, and the Ferrous Metals Recovery Building. Also requested were a conceptual design for the construction of replacement structures and recommendations for associated equipment. Components for demolition and replacement include the structural steel, concrete, floors and associated equipment that are significantly deteriorated and in need of demolition and replacement.

It is understood that the Ash Conditioning Building, designed for conditioning fly ash, is not included in this review – but the fly ash will be added to the bottom ash for disposal purposes. It is the City's desire to improve the metals recovery system to remove ash more effectively from the ferrous metal and to consider adding non-ferrous recovery as a system enhancement.

## Scope of Services

### Task 1: Project Management

#### OBJECTIVE

The purpose of this task is to monitor and coordinate scope, schedule, and budget; and to provide monthly status reporting, accounting, and invoicing for the project.

#### HDR SERVICES

- Schedule, monitor, and allocate project resources based on schedule, budget, work plan, and activities.
- Provide frequent, scheduled communication with City Project Manager.
- Communications will include calls, emails, meetings, workshops, and other communication appropriate based on the activity.
- Prepare monthly electronic progress reports and invoices.

#### CLIENT RESPONSIBILITIES

- Timely review and payment of monthly invoices and Progress Reports.

#### KEY UNDERSTANDINGS

- Invoices and Progress Reports will be submitted electronically on a monthly basis.
- Progress Reports will be no more than two (2) pages and will include:
  - Summary of the work performed during the previous month
  - Work scheduled for current month
  - Identification of project issues
- HDR's Project Manager will be available for phone or email correspondence on project management issues or questions, but no in-person meetings are planned.
- Project duration will be approximately 7 months.

#### DELIVERABLES

- Monthly invoice and progress reports (electronic PDF).

## Task 2: Request for Information and Kick-Off Meeting

### OBJECTIVE

To develop the Request for Information and conduct the initial project Kick-Off Meeting.

### HDR SERVICES

- Upon Notice to Proceed (NTP), the HDR project team will issue a Request for Information (RFI) to the City, which will include as-builts of the current conveyor gallery, Ash Handling Building, Ferrous Metals Recovery Building, and associated equipment; along with other items as needed.
- The HDR project team will conduct a Kick-Off Meeting with City staff. One (1) HDR staff will attend the Kick-Off Meeting in-person and up to three (3) staff will attend virtually. Kick-Off Meeting will include the following:
  - Review of scope, goals, and objectives of the project.
  - Confirmation of elements to include in the concept level plan.
  - Discussion regarding task order budget and schedule.
  - Establishment of communications protocol between the City and HDR team.
  - Establishment of information needs for the project.

### CLIENT RESPONSIBILITIES

- Coordinate participants and attend Kick-Off Meeting.
- Provide as-built drawings for requested structures, buildings, equipment and scrubber systems, preferably electronically and within 7 days of RFI.

### ASSUMPTIONS

- Up to 1 HDR staff will attend the virtual Kick-Off Meeting in-person, and up to 3 HDR staff will attend virtually for a period of up to two hours.
- Preliminary design is based on information provided by the City and should be verified for detailed design.

### DELIVERABLES

- Kick-Off Meeting agenda and meeting notes (electronic Word format).

## Task 3: WTEF Ash Handling System Basis of Design Report

### OBJECTIVE

Develop Ash Handling System Basis of Design (BOD) Report for demolition and replacement of the ash handling system.

### HDR SERVICES

- Develop a concept-level BOD Report summarizing the design approach for the demolition and replacement of the WTEF ash handling system. The BOD Report will include basic design criteria and approach, descriptions and requirements for the proposed facilities and equipment, site requirements, and special features associated with the project. The BOD will be developed at a concept-level and is intended to be updated throughout the design process as a record of decisions and facility requirements. It is assumed that the BOD will consider the following for the demolition and replacement plan:
  - Ash Handling Building
  - Metal Recovery Building
  - Ash Management Equipment

- Ash conveyors and gallery from the “bowling alley” into the Ash Handling Building
  - Ash handling equipment
  - Metal recovery equipment
- Dust Control Equipment
- Site Modification (if required)
- Review and develop WTEF ash handling system demolition and replacement design concept to include site, and civil, preliminary design information. HDR will utilize existing drawings to identify demolition limits and required modification to existing structure(s). Equipment vendor information will be used to develop equipment arrangement(s) and define physical support requirements.
- The above information will be utilized to define the estimated unit pricing for structural, electrical, ventilation, fire suppression, water plumbing, and mechanical system requirements discussed in the BOD regarding major relevant subsystems.
- Develop an Opinion of Probable Construction Cost (OPCC) for the WTEF ash handling system demolition and replacement site improvements. The OPCC will be a Level 5 estimate, as defined by the Associations for the Advancement of Cost Estimating (AACE).

#### CLIENT RESPONSIBILITIES

- Provide one round of conflict-resolved and consolidated comments on draft BOD Report within two weeks of receipt of Report.

#### ASSUMPTIONS

- BOD will include a narrative of the project approach, design criteria, and facilities of the project. It will incorporate the conceptual level drawings and OPCC, which will be included as attachments.
- Design layout and equipment arrangements will be based on available vendor drawings and information, basemap, and facility documentation. No additional site survey or geotechnical investigation to be conducted during this phase of work.
- Facility and ash handling building layouts will include up to three (3) drawing sheets developed in Civil3D and CAD (no 3D BIM for this phase of work), and are anticipated to include:
  - Site plan arrangement
  - Ash Handling and Metal Recovery System building floorplan
  - Ash Handling and Metal Recovery System building elevations and cross sections
- Design concept will incorporate ash handling and metal recovery replacement equipment. No detailed design work or drawings is included in this scope.
- No coordination with regulatory agencies will be conducted during this phase of work.
- Engineer’s OPCC to be based on the 18R-97 AACE Class 5 estimate class (planning-level).
- To develop a preliminary OPCC, data from recent and similar studies and projects will be used, along with information obtained from equipment vendors, the City, and engineering judgment.
- Per the City of Spokane, HDR’s support of the City in development of the pre-design **does not preclude** HDR from being eligible for selection as the City’s design firm for detailed design.

#### DELIVERABLES

- Draft and Final Basis of Design Report (draft and final, electronic PDF format)

### Schedule

- Notice to Proceed (NTP) – Estimated May 15, 2024
- Kickoff Meeting with City staff – Within 2 weeks of NTP



- Issue Draft BOD Report – August 30, 2024
- Issue Final Basis of Design Report – September 30, 2024\*

\*Pending City comments are provided within 2 weeks of receipt of draft report

## Budget

Compensation for proposed services will be billed on a Time and Materials basis. The total fee for these services is not to exceed \$70,026.00, unless mutually agreed upon by HDR and the Client.

**Table X. Schedule of Fees**

TASK (OR MILESTONE)	AMOUNT
Task 1: Project Management	\$2,808.00
Task 2: RFI and Kick-Off Meeting	\$5,852.00
Task 3: WTEF Ash Handling System Basis of Design Report	\$61,366.00
<b>TOTAL</b>	<b>\$70,026.00</b>

## Terms and Conditions

These services are proposed to be completed under HDR’s standard Professional Services Agreement and Terms and Conditions.

This proposal is valid for 60 work days from the date of submission. Thereafter, it may be subject to change.

**EXHIBIT B**

**TERMS AND CONDITIONS**



# **HDR Engineering, Inc. Terms and Conditions for Professional Services**

## **1. STANDARD OF PERFORMANCE**

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

## **2. INSURANCE/INDEMNITY**

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

## **3. OPINIONS OF PROBABLE COST**

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

## **4. CONSTRUCTION PROCEDURES**

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

## **5. CONTROLLING LAW**

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

## **6. SERVICES AND INFORMATION**

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

## **7. SUCCESSORS, ASSIGNS AND BENEFICIARIES**

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

## **8. RE-USE OF DOCUMENTS**

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

## **9. TERMINATION OF AGREEMENT**

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

## **10. SEVERABILITY**

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

## **11. INVOICES**

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

## **12. CHANGES**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

## **13. CONTROLLING AGREEMENT**

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

## **14. EQUAL EMPLOYMENT AND NONDISCRIMINATION**

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status,

disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### **15. HAZARDOUS MATERIALS**

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### **16. EXECUTION**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### **17. ALLOCATION OF RISK**

**OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.**

#### **18. LITIGATION SUPPORT**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

#### **19. NO THIRD PARTY BENEFICIARIES**

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

#### **20. UTILITY LOCATION**

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

## **21. UNMANNED AERIAL SYSTEMS**

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

## **22. OPERATIONAL TECHNOLOGY SYSTEMS**

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

## **23. FORCE MAJEURE**

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

## **24. EMPLOYEE IMMUNITY**

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable:

THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT. To the maximum extent permitted by law, the Parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each Party and of any entity for whom a Party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a Party. The Parties further acknowledge that the Florida statutes referred to above include but are not limited to: §558.0035(1)(a)-(e); §471.023(3)(an engineer is personally liable for negligence except as provided in § 558.0035); §472.021(3) (surveyor and mapper); §481.219(11)(architect and interior designer); §481.319(6) (landscape architect); and §492.111(4) (geologist).



< Business Lookup

License Information:

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

Entity name: HDR ENGINEERING, INC.

Business name: H D R ENGINEERING INC

Entity type: [Profit Corporation](#)

UBI #: 601-021-437

Business ID: 001

Location ID: 0014

Location: Active

Location address: 835 N POST ST  
STE 101  
SPOKANE WA 99201-2126

Mailing address: 1917 S 67TH ST  
OMAHA NE 68106-2973

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
<a href="#">Leavenworth General Business - Non-Resident</a>				Active	Sep-30-2024	Sep-29-2023
<a href="#">Quincy General Business - Non-Resident</a>				Active	Jun-30-2024	Sep-23-2019
<a href="#">Spokane General Business</a>	T12050150BU			Active	Jun-30-2024	Oct-15-2012

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

Governing people	Title
BUELL, ELIZABETH C.	



**Governing people**

**Title**

GRAFF, NEIL A.

HEANEY, KATHLEEN M P

HENDERSON, JOHN W.

KEEN, ERIC L

WIGNALL, DOUGLAS S.

**Registered Trade Names**

**Registered trade names**

**Status**

**First issued**

HDR ENGINEERING, INC.

Active

Feb-15-2018

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 6/17/2024 9:59:19 AM

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/09/2024

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

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

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> WTW Certificate Center <b>PHONE (A/C. No. Ext):</b> 1-877-945-7378 <b>E-MAIL ADDRESS:</b> certificates@wtwco.com		<b>FAX (A/C. No.):</b> 1-888-467-2378
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	<b>INSURER A:</b> Liberty Mutual Fire Insurance Company		23035
	<b>INSURER B:</b> Ohio Casualty Insurance Company		24074
	<b>INSURER C:</b> Liberty Insurance Corporation		42404
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

### COVERAGES

CERTIFICATE NUMBER: W33526395

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	TB2-641-444950-034	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> Contractual Liability						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO	Y	Y	AS2-641-444950-044	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input type="checkbox"/> UMBRELLA LIAB	Y	Y	EUO (25) 57919363	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WA7-64D-444950-014	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

### CERTIFICATE HOLDER

### CANCELLATION

City of Spokane  
Attn: Brittany Kraft  
808 W. Spokane Falls Blvd  
Spokane, WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Willis Towers Watson Midwest, Inc.		<b>NAMED INSURED</b> HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
<b>POLICY NUMBER</b> See Page 1		<b>NAIC CODE</b> See Page 1	
<b>CARRIER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Project Description: City of Spokane Marshall Creek Development and Qualchan Twin Water System Capacity Analysis. HDR Project #10341703.

Additional Insureds: The City of Spokane (City), its agents, officers and employees.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designated Location(s):**

**All locations owned by or rented to the Named Insured**

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 operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Location 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 Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" 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 Location 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 operations at a single designated "location" 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 Location 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 Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

**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):**

**All construction projects not located at premises owned, leased or rented by a Named Insured**

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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.

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

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.

C. 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 the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Location(s) Of Covered Operations

Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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.

B. 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 the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

### SCHEDULE

Name Of Additional Insured Person(s)  
Or Organization(s):

Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.

Location And Description Of Completed Operations

Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b></p> <p>As required by written contract or agreement.</p>   
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to Section IV – Conditions 4. 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 prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b> As required by written contract</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-044  
Issued by: Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

**Schedule**

**Name of Person(s) or Organizations(s):**

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

**Regarding Designated Contract or Project:**

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by: Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-014  
\$

Effective Date 06/01/2024

Premium

Issued to: HDR Engineering, Inc.

Policy Number TB2-641-444950-034  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

<b>Schedule</b>		
<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
As required by written contract or written agreement	As required by written contract or written agreement	30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-044  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

<b>Schedule</b>		
<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
As required by written contract or written agreement		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**NOTICE OF CANCELLATION TO THIRD PARTIES**

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**Schedule**

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
<b>As required by written contract or agreement</b>		<b>30</b>

All other terms and conditions of this policy remain unchanged.

**Issued by Liberty Insurance Corporation**

**For attachment to Policy No. WA7-64D-444950-014 Effective Date 06/01/2024**

**Premium \$**

**Issued to HDR Engineering, Inc.**

**Endorsement**

**No.**

## Coe, Melanie

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**From:** Kraft, Brittany  
**Sent:** Thursday, May 9, 2024 11:47 AM  
**To:** Clerks - City of Spokane  
**Subject:** OPR 2021-0528 FW: Certificate of Insurance Requested for HDR Engineering, Inc. Cert Number W33526395 [25830812]  
**Attachments:** CityofSpokane\_W33526395.pdf

Good morning,

Could I please have the attached COI uploaded to OPR 2021-0528?

Thank you,

### BRITTANY KRAFT

CLERK III | ENGINEERING SERVICES

509.625.6302 | [bkraft@spokanecity.org](mailto:bkraft@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

The City of Spokane is required to comply with the Public Records Act (RCW 42.56). The information exchanged via email, including personal information, may ultimately be subject to disclosure as a public record.

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**From:** certificates@wtwco.com <certificates@wtwco.com>  
**Sent:** Thursday, May 9, 2024 10:14 AM  
**To:** Kraft, Brittany <bkraft@spokanecity.org>  
**Subject:** Certificate of Insurance Requested for HDR Engineering, Inc. Cert Number W33526395 [25830812]

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

## WTW CERTIFICATE CENTER

Please see the enclosed document(s) provided by the WTW Certificate Center. We trust this issuance is in compliance with your needs. However, if you have any questions or wish to discuss it in any way, please do not hesitate to contact us during our hours of operation: 7:00 AM to 7:00 PM (CST).

Please note, we do not automatically mail Proofs of Insurance issued midterm, unless specifically requested. To help ensure the appropriate party receives a copy, please be sure to provide electronic distribution instructions.

Certificate Holders can also access existing proofs of insurance and much more by registering or logging into myportal.proofsdirect.wtwco.com. To register, just a few details are needed from the existing certificate.

Thank you,

Ravi Chaurasia

WTW Certificate Center  
Phone: 877-945-7378



Fax: 888-467-2378  
Email: [certificates@wtwco.com](mailto:certificates@wtwco.com)  
Web: [www.wtwco.com](http://www.wtwco.com)



**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 06/24/2024

**Committee Agenda type:** Consent

**Date Rec'd** 6/24/2024

**Clerk's File #** OPR 2024-0552

**Cross Ref #**

**Project #**

**Council Meeting Date:** 07/15/2024

<b>Submitting Dept</b>	FINANCE, TREASURY & ADMIN	<b>Bid #</b>	24-700
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<b>Contact Name/Phone</b>	CONNER 625-6091	<b>Requisition #</b>	
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<b>Contact E-Mail</b>	WTHORNE@SPOKANECITY.ORG		
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	MCATHCART BWILKERSON ZZAPPONE		
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<b>Agenda Item Name</b>	0410 - LOOMIS CONTRACT (ARMORED CAR SERVICE)		
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**Agenda Wording**

Contract with Loomis Armored US, LLC (Houston TX) for armored car services. From May 23, 2024 through May 22, 2026 for the amount of \$65,000 annually.

**Summary (Background)**

The City seeks to purchase Armored Care Services under the Washington State Department of Enterprise Services Contract #26423. Contract #26423 terms and conditions are incorporated into the work order agreement by reference. All obligations owed to the State by Loomis under Contract #26423 are also owned to the City.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget?

Total Cost	\$ 65,000
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Current Year Cost	\$ 45,000
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Subsequent Year(s) Cost	\$ 65,000
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**Narrative**

This contract is piggy-backing off of the state contract with Loomis for Armored Car Services

**Amount**

**Budget Account**

Expense	\$ 65,000	# Various
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	BOSTON, MATTHEW
<b><u>Division Director</u></b>	MURRAY, MICHELLE
<b><u>Accounting Manager</u></b>	MURRAY, MICHELLE
<b><u>Legal</u></b>	HARRINGTON,
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**

<b><u>PURCHASING</u></b>	WAHL, CONNIE

**Distribution List**

Dan Rushing dan.rushing@us.loomis.com	treasuryaccounting@spokanecity.org
mboston@spokanecity.org	mmurray@spokanecity.org
ddaniels@spokanecity.org	

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	June 24, 2024
<b>Submitting Department</b>	Finance, Treasury & Administration
<b>Contact Name</b>	Conner Thorne
<b>Contact Email &amp; Phone</b>	<a href="mailto:wthorne@spokanecity.org">wthorne@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Cathcart, Wilkerson, Zappone
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Armored Car Service Contract Renewal
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	The City seeks to purchase Armored Care Services under the Washington State Department of Enterprise Services Contract #26423. Contract #26423 terms and conditions are incorporated into the work order agreement by reference. All obligations owed to the State by Loomis under Contract #26423 are also owned to the City.
<p>*use the Fiscal Impact box below for relevant financial information</p>	<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$65,000 annually</u></p> <p style="padding-left: 20px;">Current year cost: \$45,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$65,000</p> <p><b>Narrative:</b> <u>This contract is piggy-backing off of the state contract with Loomis for Armored Car Services</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
<p><b>Operations Impacts (If N/A, please give a brief description as to why)</b></p> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?</li> <li>• 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?</li> <li>• How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?</li> <li>• 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?</li> </ul>	

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

**City of Spokane**

**Contract #26423 Armored Car Services: Work Request**

This Work Request is issued under Contract #26423 with the Department of Enterprise Services.

Work Request Number:	24-700	05/23/2024
Category of Service: Armored Car Services	Services are provided for the City of Spokane which is located in Spokane County as outlined in Exhibit B, No. 26423 Pricing and Ordering.	Number of pickups per week: See below
<b>Expected Work Period</b> Work period is projected from:		<i>May 23, 2024 through May 22, 2026 (w/option to renew up to 48 months)</i>

Jobsite Location: Various locations in the City of Spokane.  
 Contact is: [treasuryaccounting@spokanecity.org](mailto:treasuryaccounting@spokanecity.org) (509) 625-6030

LOCATION	ADDRESS	FREQUENCY PER WEEK
City Hall	City Hall, 1st Floor	Monday- Friday
City Hall Parking	City Hall, Lower Level	Monday - Friday
Riverfront Park <sup>1</sup>	507 North Howard Street	Monday
Riverfront Park <sup>2</sup>	507 North Howard Street	Monday and Friday
Riverfront Park <sup>3</sup>	507 North Howard Street	On Call
Riverfront Park <sup>4</sup>	507 North Howard Street	Monday - Sunday
Manito Park Cafe <sup>4</sup>	1928 S. Tekoa Street	Monday – Sunday
Municipal Court	1100 W. Mallon Ave.	Monday- Friday
Municipal Court Parking	1100 W. Mallon Ave.	Monday- Friday
Police Records	1100 W. Mallon Ave.	Monday- Friday
Police Evidence Room	4010 E. Alki	On Call
Waste To Energy - Geiger	2900 S. Geiger	Monday- Sunday (daily)

<sup>1</sup> December – March only  
<sup>2</sup> April – May and September – November  
<sup>3</sup> June – August only  
<sup>4</sup> May – September only

**NOTE: Locations and frequency per week may be added, deleted, or changed as needed.**

**Scope of Work/Services Required:**

*The City of Spokane has an interlocal agreement with the Washington State Department of Enterprise Services allowing the City to purchase or acquire goods and services under the contracts entered into by DES that permit such use. The City of Spokane seeks to purchase Loomis Armored Car Services under the Washington State Department of Enterprise Services Contract #26423. All obligations owed to the State by Loomis under Contract #26423 are also owed to the City of Spokane.*

**Invoice Address and Account Payable Contact:**

City of Spokane  
Treasury Department  
808 W Spokane Falls Blvd  
Spokane WA 99201

[treasuryaccounting@spokanecity.org](mailto:treasuryaccounting@spokanecity.org)  
(509) 625-6030

Banking: Where are deposits and change order delivered or picked up from  
US Bank Spokane Cash Vault

**Projected Budget (if applicable):**

Agency (Project Manager):	Deputy Treasurer	Date: 5/23/2024
Phone: (509) 625-6030	Email: <a href="mailto:treasuryaccounting@spokane.city.org">treasuryaccounting@spokane city.org</a>	Fax: N/A

Exhibit A – Contract #26423 with the Department of Enterprise Services

Exhibit B – Washington State Contract No. 26423 Pricing and Ordering

**LOOMIS ARMORED US**

**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





Washington State  
**DEPARTMENT OF  
ENTERPRISE SERVICES**

**CONTRACT**

**No. 26423**

*FOR*

**ARMORED CAR SERVICES**

**GEOGRAPHIC AREAS: OLYMPIC, NORTHWEST, SOUTHWEST, SOUTH CENTRAL, NORTH CENTRAL, AND EASTERN  
REGIONS**

**CATEGORY: ARMORED CAR SERVICES**

*For Use by Eligible Purchasers*

By and Between

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

and

**LOOMIS ARMORED US, LLC**

Dated May 23, 2024



**CONTRACT**

**No. 26423**

**FOR**

**ARMORED CAR AND COURIER SERVICES**

**GEOGRAPHIC AREAS: OLYMPIC, NORTHWEST, SOUTHWEST, SOUTH CENTRAL, NORTH CENTRAL, AND EASTERN  
REGIONS**

**CATEGORY: ARMORED CAR SERVICES**

This Washington Contract (“Contract”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Loomis Armored US, LLC a Texas Corporation (“Contractor”) and is dated and effective as of May 23, 2024.

**RECITALS**

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including contracts, for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. Washington state agencies and other eligible purchasers, as part of their operational requirements, need to purchase certain specified courier transport services, via armored car, to transport currency and other valuables (“Armored Car Services”), smart safe rentals including Armored Car Services (“Smart Safe Rental with Armored Car Services”), and courier transport services, via unarmored courier service, to transport currency and other valuables or packages (“Courier Services”) (collectively “Armored Car & Courier Services”) from qualified, innovative, professional vendors. Accordingly, on behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement to establish an enterprise procurement solution, issued Competitive Solicitation No. 26423 dated May 23, 2024 to solicit and evaluate competitive bids to award Contracts for Armored Car Services, Smart Safe Rental with Armored Car Services, & Courier Services by specified contract category and specified geographic area. The Competitive Solicitation was structured to meet purchaser needs and designed to result in Contract awards by contract category (i.e., Armored Car Services, Smart Safe Rental with Armored Car Services, and Courier Services) and by geographic area, depending on the contract category. In addition, within each geographic area, Enterprise Services structured the Competitive Solicitation to address state procurement priorities pertaining to qualified Washington Small Businesses and Veteran-Owned Businesses.
- C. The goal of the competitive solicitation is to establish an enterprise procurement solution resulting in Contracts awarded by specified contract category and specified geographic area to enable eligible purchasers to purchase specified Armored Car Services, Smart Safe



Rental with Armored Car Services, and/or Courier Services from an awarded Contractor in a cost-effective, efficient manner using the terms and conditions of the Contract.

- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder for the above-reference contract category(ies) for the above-referenced geographic area(s).
- E. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.
- F. The purpose of this Contract is to enable eligible purchasers to purchase the Goods and/or Services as set forth herein.

### AGREEMENT

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Contract is twenty-four (24) months, commencing May 23, 2024 and ending May 22, 2026; *Provided*, however, that if Contractor is not in default and if, by February 1, 2026, in Enterprise Services’ reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Contract, by written amendment, for up to forty-eight (48) additional months at a time. Such extension amendment shall be on the same terms and conditions as set forth in this Contract. To earn the performance-based Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Pick-Up and Drop- Off Success Rate	Contractor must timely provide pick-up and drop-off information with details pertaining to date, time, and amount of cash, checks or cash valued goods when requested by Purchaser or Enterprise Services. Contractor must achieve a pick-up success rate of 75% and a drop-off success rate of 80%.
Transaction Report:	Contractor must timely provide transaction reports as described in Section 11.4 when requested by Purchaser or Enterprise Services. Contractor must achieve an 80% on time rate over the contract term.
Billing Report:	Contractor must timely provide billing and invoicing reports as described in Section 11.6, when requested by Purchaser or Enterprise Services. Contractor must achieve an 80% on time rate over the contract term.
Administrative Report:	Contractor must timely provide administrative reports as described in Section 11.5, when required by Purchaser. Contractor must achieve an 80% on time rate over the contract term.
Annual Contract Sales Report:	Contractor must timely provide annual detailed sales report as described in Section 11.3. Contractor must achieve a 75% on time rate over the contract term.



PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Insurance Endorsements:	Contractor timely provides to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. <i>See Exhibit C – Insurance Requirements at § 4.</i>
Vendor Management Fee:	Contractor timely remits to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). <i>Note: Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.</i>
Contract Sales Reports:	Contractor timely provides to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Contract quarterly sales reports. <i>Note: Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter’s end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.</i>

**2. ELIGIBLE PURCHASERS.** This Contract may be utilized by any of the following types of entities (each an eligible “Purchaser”):

2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION. Any the following institutions of higher education (colleges) in Washington:

- State universities – i.e., University of Washington & Washington State University;
- Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
- Evergreen State College;
- Community colleges; and
- Technical colleges.

2.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
- Federal governmental agencies or entities;



- Public-benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245) who receive federal, state, or local funding); and
- Federally recognized Indian Tribes located in the State of Washington.

**3. SCOPE: INCLUDED GOODS AND/OR SERVICES & PRICES.**

3.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices for Goods/Services*. Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A – Included Goods/Services*.

- (a) Goods. For purposes of this Contract, “Goods” means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased by Purchaser pursuant to this Contract and as identified in the Purchase Order.
- (b) Services. For purposes of this Contract, “Services” means all services of any nature ordered by Purchaser pursuant to this Contract and as identified in the Purchase Order.
- (c) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.

3.2. STATE’S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.

3.3. ECONOMIC ADJUSTMENT. The Contract Prices set forth herein are firm and fixed for one year from the effective date of this Contract. Beginning twelve (12) months after the effective date of this Contract and for every annual anniversary thereafter, the Contract prices set forth in *Exhibit B – Prices for Goods/Services* will be adjusted as set forth herein. Price adjustments will be made in accordance with the percentage change in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Produce Price Index (PPI). The percentage difference between the PPI issued for May 2024 and the PPI issued for each service/commodity of the year of adjustment will determine the maximum allowable adjustment of original contract prices. No retroactive contract price adjustments will be allowed. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times ((.40 \times (\text{Current Period Index}/\text{Base Period Index})) + (.60 \times (\text{Current Period Index}/\text{Base Period Index})))$$

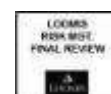
CATEGORY 1: ARMORED CAR SERVICES		%
Diesel No. 2	WPU05730302	40
Armored Car Guards	CEU4349200003	60
CATEGORY 2: SMART SAFE WITH ARMORED CAR SERVICES		



Diesel No. 2	WPU05730302	40
Armored Car Guards	CEU4349200003	60
CATEGORY 3: COURIER SERVICES		
Gasoline	WPS0571	40
Courier and Express Delivery Services	PCU4921-4921	60

Only final PPI data will be used to adjust contract pricing. This Contract will use seasonally unadjusted indexes. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used.

- 3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods and/or Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services* (subject to economic or other adjustment as set forth herein).
  - 3.5. CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.
- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. QUALIFIED TO CLAIM DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
  - 4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
  - 4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor’s proper performance of this Contract.
  - 4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor’s Bidder’s Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
  - 4.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor’s Bidder’s Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a



final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

- 4.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.7. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.
- 4.8. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.
- 4.9. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.10. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.11. CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.12. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.



- 4.13. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of this Contract.
- 4.14. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.
- 4.15. CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.

## 5. QUALITY; WARRANTY; REMEDIES.

- 5.1. GOODS WARRANTY. Contractor warrants that the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Contract; and (e) are produced and delivered in full compliance with applicable law ("Goods Warranty"). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.
- 5.2. GOODS REMEDY. If Goods do not comply with the Goods Warranty or any defects develop under normal use, at Purchaser's election, Contractor promptly shall remedy the defect by removing, repairing, correcting, and/or replacing any defective Goods. Contractor's Goods Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 5.3. SERVICES WARRANTY. Contractor warrants that: (a) Services shall be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services shall have the necessary skill, training, and licenses; and (c) Services shall be performed in a manner consistent with the standard of care in the industry ("Services Warranty").
- 5.4. SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming, Contractor promptly shall remedy the non-conformance, or at





Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.

- 5.5. IT WARRANTY. Contractor warrants, that all hardware, software, and firmware associated with Goods or Services ("IT Goods" and "IT Services", respectively) shall not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty shall expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.
- 5.6. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly shall: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.
- 5.7. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ninety (90) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser shall offset the costs incurred from amounts owing to Contractor.
- 5.8. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.
- 6. SAFETY; SECURITY; CONTRACTOR REQUIREMENTS WHILE ON PURCHASER'S PREMISES.** Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.
- 6.1. ON-SITE REQUIREMENTS. As applicable, while on Purchaser's premises or while interacting with Purchaser and/or Enterprise Services' personnel, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, health, and security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises shall be adequately trained and at all times comply with Purchaser's requirements.



- 6.2. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which shall be made available to Contractor upon request.
- 6.3. BACKGROUND CHECKS. Contractor, its agents, employees, or subcontractors shall comply with all applicable Washington State background investigation procedures prior to employment, for all personnel having access to or custody of property consigned to an armored car, or courier organization. A basic background investigation should be conducted by or for the employing firm to verify information given on the employment application and the applicant's suitability for the task being considered: prior criminal history, traffic violations, credit history, and individual's honesty.
- 6.4. ARMED GUARD WEAPONS ISSUANCE. Contractor, its employees, or subcontractors assigned to a protective task should be issued a company-owned, hand-held weapon and such other weapons or personal protective devices necessary for the safeguarding of the cargo and protection of the crew members' lives, for use while on duty.
- 6.5. FACILITY INSPECTIONS. Contractor shall provide right of access to its facilities to Enterprise Services and/or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

**7. SUBCONTRACTORS.**

- 7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).
- 7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) shall include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.
- 7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser shall pay such subcontractor directly.

**8. USING THE CONTRACT – PURCHASES.**



8.1. ORDERING REQUIREMENTS.

- (a) Eligible Purchasers shall order Goods and/or Services from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Contract number. The terms of this Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.
- (b) Pursuant to this Contract, Purchaser, through a Purchase Order, may contract with Contractor for regularly scheduled Services and/or periodic Services; *Provided*, however, that upon reasonable advance notice of not less than one (1) business day nor more than three (3) business days, as Purchaser and Contractor may agree, Purchaser may request changes to its regularly scheduled Services. In such case, the parties shall amend their existing Purchaser Order to reflect the revised Services.

8.2. PERFORMANCE REQUIREMENTS. Contractor shall ensure that, in providing the Goods and/or Services set forth in *Exhibit A – Included Goods/Services*, Contractor complies with this Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor.

- (a) CUSTOMER SERVICE. For each Purchaser account, Contractor shall assign both a single, primary account representative and a secondary account representative. Account representatives must be available between the hours of 8:00am-5:00pm Pacific Time.
- (b) PICK-UP/DROP-OFF SCHEDULE. Contractor shall perform pick-ups and/or drop-offs between the normal business hours of 8:00am-5:00pm Pacific Time at the location(s) specified in the Purchase Order.
- (c) PROVISIONS FOR PICK-UPS/DROP-OFFS.
  - (1) Contractor shall supply tamper-evident deposit bags for purchase to Purchasers within two (2) business days of request. Bags must pass standards provided by the Office of the State Treasurer for deposit to state bank accounts.
  - (2) Contractor shall supply Purchasers with a deposit/pick-up log or consignment log. Log must track the following information: date, bag number, dollar amount, change due, releasing employee, signature of custodian and time of pick-up/drop-off.
  - (3) Contractor agrees there is no limit to the number of items that can be obtained upon pick-up.



- (4) Contractor shall be responsible for all investigative fees associated with allegations of theft or loss if Purchaser is not found to be at fault.
  - (5) Contractor shall perform stops in 10 minutes or less.
  - (d) CHANGE SERVICE. Contractor shall provide change service.
  - (e) TIMELY PERFORMANCE. Contractor timely shall provide the Goods and perform the Services set forth in *Exhibit A – Included Goods/Services*. In the event of any anticipated or actual delay in delivery of Goods or performance of Services, Contractor promptly shall notify Purchaser’s designated representative(s) and specify the reasons for such delay, and the actions being taken by Contractor to overcome or minimize the delay.
  - (f) CONFIDENTIALITY; SAFEGUARDING OF INFORMATION. Contractor shall not use or disclose any information concerning Purchaser and/or Enterprise Services, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Contract, except with prior written consent of Enterprise Services, or as may be required by law.
- 8.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or Services purchased under this Contract are subject to Purchaser’s reasonable inspection, testing, and approval. Purchaser reserves the right to reject and refuse acceptance of Goods and/or Services that are not in accordance with this Contract and Purchaser’s Purchase Order. If there are any apparent defects in the Goods and/or Services at the time of delivery, Purchaser promptly shall notify Contractor. Payment for any Goods and/or Services under such Purchase Order shall not be deemed acceptance.

**9. INVOICING & PAYMENT.**

- 9.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser’s designated invoicing contact for Goods and/or Services delivered under this Contract. Such invoices shall itemize the following:
- (a) Contract No. 26423
  - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
  - (c) Contractor’s Federal Tax Identification Number;
  - (d) Date(s) of delivery;
  - (e) Applicable Goods and/or Services;
  - (f) Invoice amount; and
  - (g) Payment terms, including any available prompt payment discounts.

Contractor’s invoices for payment shall reflect accurate Contract prices. Invoices shall not be processed for payment until receipt of a complete invoice as specified herein.

- 9.2. PAYMENT. Payment is the sole responsibility of, and shall be made by, the Purchaser. Purchaser’s obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices for Goods/Services*, Purchaser’s payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due



or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment shall not be considered late if a check or warrant is mailed within the time specified.

- 9.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.
- 9.4. ADVANCE PAYMENT PROHIBITED. Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Contract.
- 9.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.
- 9.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

## 10. CONTRACT MANAGEMENT.

- 10.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:



**Enterprise Services**

Attn: Julia Bang  
 Washington Dept. of Enterprise Services  
 PO Box 41411  
 Olympia, WA 98504-1411  
 Tel: (360) 490-9459  
 Email: [descontractsteamapple@des.wa.gov](mailto:descontractsteamapple@des.wa.gov)

**Contractor**

Attn: Brad Ernster  
 Loomis Armored US, LLC  
 2500 Citywest Blvd Suite 2300  
 Houston, TX 77042  
 Tel: (206) 817-2577  
 Email: [brad.ernster@us.loomis.com](mailto:brad.ernster@us.loomis.com)

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 10.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Contract.
- 10.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**

Attn: Legal Services Manager  
 Washington Dept. of Enterprise Services  
 PO Box 41411  
 Olympia, WA 98504-1411  
 Email: [greg.tolbert@des.wa.gov](mailto:greg.tolbert@des.wa.gov)

**Contractor**

Attn: Risk/Legal  
 Loomis Armored US, LLC  
 2500 Citywest Blvd Suite 2300  
 Houston, TX 77042  
 Email: [brad.ernster@us.loomis.com](mailto:brad.ernster@us.loomis.com)

Notices shall be deemed effective upon the earlier of receipt if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

**11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.**

- 11.1. CONTRACT SALES REPORTING. Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.
- (a) Contract Sales Reporting System. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services shall provide Contractor with a login password and a vendor number. The password and vendor number shall be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
  - (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.



- (c) Due dates for Contract Sales Reporting. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

11.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.25 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

$$\text{Amount owed to Enterprise Services} = \text{Total Contract sales invoiced (not including sales tax)} \times .0125.$$

- (b) The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services shall invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference this Contract number, the year and quarter for which the VMF is being remitted, and Contractor’s name as set forth in this Contract, if not already included on the face of the check.
- (d) Contractor’s failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, shall be cause for Enterprise Services, at its discretion, to suspend Contractor or terminate this Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor’s failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less not to exceed ninety (90) days.

11.3. **ANNUAL CONTRACT SALES REPORT.** Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum, the following:

- The Goods and/or Services sold (including, as applicable, item number or other identifier);
- Per unit quantities sold;



- Items and volumes purchased by Purchaser;
- Shipment/delivery locations by Purchaser; and
- Contract price.

This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

- 11.4. TRANSACTION REPORTS. At Purchaser and/or Enterprise Services' request, Contractor must provide timely transaction reports within fifteen (15) business days of request. Transaction report may include all transactions for entire agency or broken down by division within an agency. Details may also include Purchaser detail, date, and time of pick-up(s)/drop-off(s), and dollar amount of pick-up(s)/drop-off(s).
- 11.5. BILLING REPORTS. At Purchaser and/or Enterprise Services' request, Contractor must provide timely billing and invoicing reports within fifteen (15) business days of request.
- 11.6. ADMINISTRATIVE REPORTS. At Purchaser and/or Enterprise Services' request, Contractor must provide timely administrative reports within fifteen (15) business days of request. Administrative reports may include a list of all eligible Purchasers within an agency with specific Purchaser detail, email, phone, etc.

## 12. RECORDS RETENTION & AUDITS.

- 12.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, authorized agent of a government agency acting on behalf of Enterprise services or any Purchaser as related to purchases on this contract, to audit, inspect, examine, and copy Contractor's books, documents, papers and records directly pertinent to this Contract or Purchase Orders placed by a Purchaser under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Contract or Purchase Orders placed thereunder, at a rate of 112.5% of any such overpayments, found as a result of the examination of Contractor's records, provided that such overpayments were made within the last 90 days; and





(b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 112.5% of such fees found as a result of the examination of Contractor's records, provided that such underpayments were made within the last 90 days (e.g., if Contractor underpays the Vendor Management Fee by \$500 within the last 90 days, Contractor would be required to pay to Enterprise Services  $\$500 \times 1.125 = \$562.50$ ); Provided, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

### 13. INSURANCE.

- 13.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods and/or Services and no additional payment shall be made to Contractor.
- 13.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

### 14. CLAIMS.

- 14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Contract.
- 14.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") to the extent arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability



clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

- 14.3. CARGO INSURANCE; CLAIMS. In the event of a Cargo Loss, Purchaser agrees to notify Contractor in writing within four (4) calendar days after the loss is discovered or should have been discovered in the exercise of due care, and in no event later than forty-five (45) days after the pick-up by Contractor. All claim notices must be signed and received on company letterhead and contain a brief description of the loss to include: date of service/date of loss, claim amount, Loomis branch performing service, Purchaser contact information with payment instructions and supporting documentation if available at the time of notice. **All claims must be sent to the Loomis Centralized Claim Unit via email at [claims2@us.loomis.com](mailto:claims2@us.loomis.com).**

Purchaser shall retain sufficient information to allow reconstruction of item(s) in the event of a Cargo Loss. Purchaser agrees it will cooperate and assist in reconstructing lost, damaged, or destroyed items constituting a part of any loss. Purchaser agrees in the event of a loss, that any liability of Contractor shall be reduced by the face value of reconstructed or recovered item(s).

Upon the request of Contractor, Purchaser will furnish a proof of loss to Contractor or its insurance carrier. Once reimbursement has been made to Purchaser, Contractor and its insurer shall receive any and all of the Purchaser's rights and remedies of recovery.

- 14.4. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods and/or Services provided, or the use of the Goods and/or Services under this Contract. If Purchaser's use of Goods and/or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods and/or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services.

- 15. DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

**16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.**

- 16.1. TERMINATION. This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a



different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

- 16.2. TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser shall reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser shall have no obligation or liability to Contractor.
- 16.3. TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- 16.4. PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Contract.
- 16.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods and/or Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.
- 16.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:



- (a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;
- (b) Contractor fails to timely report quarterly contract sales;
- (c) Contractor fails to timely pay the vendor management fees when due;
- (d) Contractor fails to maintain the insurance coverages specified herein or timely provide to Enterprise Services the Certificate of Insurance and updates thereto specified herein; or
- (e) Contractor breaches any representation or warranty provided herein.

16.7. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.

16.8. **REMEDIES FOR DEFAULT.**

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

16.9. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section shall in any way exclude or limit:

- (a) a party's liability for all damages arising out of that party's intentional acts or omissions;
  - (b) the operation of any Goods or Services warranty provided in this Contract; or
  - (c) damages subject to the Intellectual Property Indemnity section of this Contract.
- Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.

(d) Contractor will guarantee not to pick up any money and checks that exceed \$250k. Should pick-ups exceed \$250K, contractor will provide 100% coverage for any loss, stolen, or damaged cash/monies exceeding \$250K.

16.10. **SUSPENSION/TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods



and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

**17. PURCHASE ORDER TERMINATION.** Purchaser Orders between Eligible Purchasers and Contractor may be terminated as follows:

- (a) Upon the mutual written agreement of the parties to the Purchase Order;
- (b) By the non-breaching party where the breach of the Purchase Order is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; or
- (c) As otherwise expressly provided for in the applicable Purchase Order.

Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

**18. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.**

- 18.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 18.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.
- 18.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, shall do the following: Enterprise Services' Public Records Officer shall review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services shall redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services shall notify Contractor, at the address



provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

**19. GENERAL PROVISIONS.**

- 19.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.
- 19.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.
- 19.3. NONDISCRIMINATION.
  - (a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
  - (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
  - (c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
  - (d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between



this Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

- 19.4. ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 19.5. AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 19.6. AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 19.7. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 19.8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington shall not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 19.9. ASSIGNMENT. Contractor may not assign its rights under this Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.
- 19.10. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.



- 19.11. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS AND/OR SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 19.12. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods and/or Services to Purchaser.
- 19.13. SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.
- 19.14. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 19.15. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 19.16. GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 19.17. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 19.18. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.
- 19.19. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities





are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.

- 19.20. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.
- 19.21. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 19.22. CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.
- 19.23. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

**STATE OF WASHINGTON**  
**Department of Enterprise Services**

**LOOMIS ARMORED, US**  
**a Texas Corporation**

By:   
Tim Foitzik  
Its: Procurement Supervisor

By:   
Patrick Otero  
Its: EVP and CFO



**INCLUDED GOODS/SERVICES**

This Contract includes the following Contract Categories, for the geographic areas identified:

- **Armored Car Services.** The transport of currency and other valuables via armored car.
  - For the following geographic areas:
    - Olympic Region
    - Northwest Region
    - Southwest Region
    - South Central Region
    - North Central Region
    - Eastern Region

Contractor will provide transportation of cash and checks not to exceed \$250K per purchaser, during any given time of transportation. Contractor will notify the purchaser of this limit should pick-up requests exceed \$250K.



PRICES FOR GOODS AND SERVICES

PRICES FOR ARMORED CAR SERVICES

Regions	Weekly Pick-Up Times				
	1x	2x	3x	4x	5x
Olympic	\$ 173.20	\$ 346.40	\$ 519.60	\$ 692.80	\$ 866.00
Northwest	\$ 173.20	\$ 346.40	\$ 519.60	\$ 692.80	\$ 866.00
Southwest	\$ 173.20	\$ 346.40	\$ 519.60	\$ 692.80	\$ 866.00
South Central	\$ 173.20	\$ 346.40	\$ 519.60	\$ 692.80	\$ 866.00
North Central	\$ 173.20	\$ 346.40	\$ 519.60	\$ 692.80	\$ 866.00
Eastern	\$ 173.20	\$ 346.40	\$ 519.60	\$ 692.80	\$ 866.00
Additional Trip Fee for a single, non-weekly pick up.	\$ 75.00	Excess Insurance Cost per \$1000 over \$25K.	\$ 2.09	Additional fee per minute charge over 10 min.	\$ 3.41



### INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
  - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance covering bodily injury, property damage, on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
  - b. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' commercial automobile liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per accident shall not be less than \$2,000,000.
  - c. **ALL-RISK TRANSIT AND STORAGE INSURANCE.** All-Risk Transit and Storage Insurance, or comparable insurance, covering coin, currency and checks unable to be identified on a dollar for dollar, face value replacement basis at no less than \$2,000,000 per occurrence.
  - d. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
  - e. **EMPLOYERS' LIABILITY INSURANCE.** Employers' liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.

The insurance coverage limits set forth above may be satisfied by any combination of primary, umbrella, or excess policy. The insurance coverage limits are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** When specified as a required insurance coverage (*see* § 1 – Insurance Obligation, above) Commercial General Liability, Commercial Automobile Liability, and Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents,



officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, shall result in Contractor suspension and/or contract termination. All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services at the email address as set forth below:

Email: [descontractsteamapple@des.wa.gov](mailto:descontractsteamapple@des.wa.gov)

*Note:* The Email Subject line must state:

**Contract Insurance Certificate – Contract No. 26423 Armored Car and Courier Services**

5. **PRIMARY COVERAGE.** Contractor’s insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
7. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.
8. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

\* \* \* END OF INSURANCE REQUIREMENTS \* \* \*



# Washington State Department of Services Service Agreement (6.14.2024)

Final Audit Report

2024-06-16

Created:	2024-06-14
By:	Luke Kulina (Luke.Kulina@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbItc_ooTRoCElrBO8VVcNoYsAm2voQ0

## "Washington State Department of Services Service Agreement (6.14.2024)" History

-  Document created by Luke Kulina (Luke.Kulina@des.wa.gov)  
2024-06-14 - 8:03:25 PM GMT
-  Document emailed to Tim Foitzik (Tim.Foitzik@des.wa.gov) for signature  
2024-06-14 - 8:03:34 PM GMT
-  Email viewed by Tim Foitzik (Tim.Foitzik@des.wa.gov)  
2024-06-14 - 8:43:59 PM GMT
-  Document e-signed by Tim Foitzik (Tim.Foitzik@des.wa.gov)  
Signature Date: 2024-06-16 - 1:50:07 PM GMT - Time Source: server
-  Agreement completed.  
2024-06-16 - 1:50:07 PM GMT

## Prices For Goods and Services

### Prices for Armored Car Services

Regions	Weekly Pick-Up Tir		
	1x	2x	3x
Olympic	\$173.20	\$346.40	\$519.60
Northwest	\$173.20	\$346.40	\$519.60
Southwest	\$173.20	\$346.40	\$519.60
South Central	\$173.20	\$346.40	\$519.60
North Central	\$173.20	\$346.40	\$519.60
Eastern	\$173.20	\$346.40	\$519.60
Additional Trip Fee for a single, non- weekly pick up.	\$75.00	Excess Insurance Cost per \$1000 over \$25K.	\$2.09

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mes	
4x	5x
\$692.80	\$866.00
\$692.80	\$866.00
\$692.80	\$866.00
\$692.80	\$866.00
\$692.80	\$866.00
\$692.80	\$866.00
\$692.80	\$866.00
Additional fee per minute charge over 10 min.	\$3.41





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/26/2023

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

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

<b>PRODUCER</b> MARSH USA LLC 500 Dallas St., Suite 1500 Houston, TX 77002	<b>CONTACT NAME:</b> <table style="width: 100%;"> <tr> <td style="width: 60%;">PHONE (A/C, No, Ext):</td> <td style="width: 40%;">FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table>	PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:											
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CN102019889-LOOMI-CARGO-24-      Evid   1M   No   No	<table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : (See Attached)</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : (See Attached)		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042															

**COVERAGES      CERTIFICATE NUMBER:** HOU-003887033-11      **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$		
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$		
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$		
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y / N N / A			<table style="width: 100%;"> <tr> <td style="width: 50%;"><input type="checkbox"/> PER STATUTE</td> <td style="width: 50%;"><input type="checkbox"/> OTH-ER</td> </tr> </table> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	<input type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER
<input type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER								
A	Cargo			See Attached	01/01/2024	01/01/2025	Limit: 1,000,000		

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

<b>CERTIFICATE HOLDER</b>  City of Spokane 1100 W Mallon Ave Spokane, WA 99260	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <div style="text-align: right;"><i>Marsh USA LLC</i></div>
--	--

AGENCY CUSTOMER ID: CN102019889

LOC #: Dallas



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY MARSH USA LLC		NAMED INSURED Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Primary CIT & Terrorism:  
100% Chubb European Group SE  
Policy No. 7908642

1st Excess CIT & Terrorism:  
100% Lloyd's Underwriters  
Policy No. B1723UFIST2350066

The (CIT policy numbers as attached) placement was made by Marsh Ltd. (UK). Marsh USA Inc. has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

REMARKS (SPECIAL CONDITIONS):

GEOGRAPHICAL LIMITS:

Within and between the United States of America and/or Dominion of Canada and/or Puerto Rico and/or other places in the world.

SUBJECT MATTER INSURED (PROPERTY):

Including but not limited to: money, currency, coins, banknotes, debit and credit card sales, Federal Reserve notes, funds held in account by a financial institution, postage and revenue stamps, savings stamps, food stamps, coin tokens, telephone cards, bouillon, precious metals of all kinds and in any form and articles made there from, jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, bonds, securities, evidence of debts, debentures, scrips, certificates, receipts, warrants, rights, transfers, coupons, drafts, trading stamps and coupons, bills of exchange, acceptance notes, cheques, withdrawal orders, money orders, travelers' cheques, letters of credit, bills of lading, abstracts of title, insurance policies, deeds, mortgages upon real estate and/or upon chattels and upon interest therein, and assignments or such policies, mortgages and instruments and all other negotiable and non-negotiable valuable papers and documents, electro-magnetic tapes and/or computer software and components, fine arts, mobile phones and any other items of any nature whatsoever.

COVERING:

This insurance shall indemnify the Assured in respect of their legal liability arising under statute and/or contract and/or common law and/or otherwise for physical loss or physical destruction of or physical damage to property as defined elsewhere herein.

EXCLUSIONS

Notwithstanding anything herein to the contrary, (except where included in the Institute War Clauses) this policy does not cover:

WAR & CIVIL WAR

1. Loss or damage caused by or resulting from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolutions, insurrection, military or usurped power or confiscation to or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

2.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

2.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

2.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

AGENCY CUSTOMER ID: CN102019889

LOC #: Dallas



### ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY MARSH USA LLC		NAMED INSURED Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

2.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

2.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

It is agreed for the avoidance of doubt that the foregoing clause shall not apply where the proximate cause of Loss is theft. This exclusion shall not apply where the use or operation, of any weapon as described in 12.5 above facilitates the theft, robbery, burglary, hold-up, or other criminal taking of Property.

It is agreed for the avoidance of doubt that the foregoing clause shall not apply where the proximate cause of loss is theft.

#### DISHONEST OR FRAUDULENT ACTS OF DIRECTORS

3 This policy does not cover Loss resulting directly from any dishonest or fraudulent act(s) or dishonest or fraudulent omission(s) of Board Directors of Loomis AB except in the event of any such dishonest or fraudulent act(s) or dishonest or fraudulent omission(s) such Board Director is performing acts coming within the scope of the usual duties of an Employee of the Assured .

#### SANCTION LIMITATION AND EXCLUSION CLAUSE

4 Insurers shall not be deemed to provide cover and Insurers shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/28/2023

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

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

<b>PRODUCER</b> MARSH USA, LLC. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
CN102019889-GAWX-24-25      Evid    GAW    No    No	<b>INSURER A:</b> AXA XL	<b>NAIC #</b> 24554
<b>INSURED</b> Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042	<b>INSURER B:</b> ACE American Insurance Company	22667
	<b>INSURER C:</b> Indemnity Insurance Company of North America	43575
	<b>INSURER D:</b> ACE Fire Underwriters Insurance Company	20702
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** HOU-003887034-07      **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			US00095082L124A	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H10816877 (AOS)	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRCS55518038 (AOS)	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input type="checkbox"/> <b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below			SCF C55518105 (WI)	01/01/2024	01/01/2025	

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

<b>CERTIFICATE HOLDER</b>  City of Spokane 1100 W Mallon Ave Spokane, WA 99260	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Marsh USA LLC</i>
--	--



< Business Lookup

**License Information:**

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

**Entity name:** LOOMIS ARMORED US, LLC

**Business name:** LOOMIS, FARGO & CO.

**Entity type:** Limited Liability Company

**UBI #:** 578-078-890

**Business ID:** 001

**Location ID:** 0003

**Location:** Active

**Location address:** 806 E 2ND AVE  
SPOKANE WA 99202-2248

**Mailing address:** 2500 CITYWEST BLVD  
STE 2300  
HOUSTON TX 77042-9000

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

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

**Endorsements**

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business	T12023658BU			Active	Dec-31-2024	Oct-15-2012

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

Governing people	Title
OTERO, PATRICK	
ZUGER, BJORN	

**Registered Trade Names**

Registered trade names	Status	First issued

Registered trade names	Status	First issued
LOOMIS	Active	May-23-2019

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 4/25/2024 8:31:18 AM

### Contact us

How are we doing?

**Take our survey!**

Don't see what you expected?

**Check if your browser is supported**





**Agenda Sheet for City Council:**

**Committee:** Date: N/A

**Committee Agenda type:**

**Council Meeting Date:** 07/15/2024

<b>Date Rec'd</b>	6/26/2024
<b>Clerk's File #</b>	CPR 2024-0002
<b>Cross Ref #</b>	
<b>Project #</b>	

<b>Submitting Dept</b>	ACCOUNTING & GRANTS
<b>Contact Name/Phone</b>	LEONARD 625-6028
<b>Contact E-Mail</b>	LDAVIS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Claim Item
<b>Council Sponsor(s)</b>	
<b>Agenda Item Name</b>	5600-CLAIMS-2024

<b>Bid #</b>	
<b>Requisition #</b>	

**Agenda Wording**

Report of the Mayor of pending claims & payments of previously approved obligations through: 07/05/2024. Total:\$7,279,442.52 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$6,377,924.53

**Summary (Background)**

Pages 1-42 Check numbers: 604047 - 604182 Credit Card numbers: 000337 - 000374 ACH payment numbers: 130957 - 131209 On file for review in City Clerks Office: 42 Page listing of Claims Note:

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget?

Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$

**Narrative**

**Amount**

**Budget Account**

Expense	\$ 6,377,924.53	# Various
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#





APPROVAL FUND SUMMARY

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	355,572.60
1100	STREET FUND	55,955.82
1200	CODE ENFORCEMENT FUND	3,843.48
1300	LIBRARY FUND	22,176.24
1360	MISCELLANEOUS GRANTS FUND	4,839.80
1380	TRAFFIC CALMING MEASURES	12,486.82
1400	PARKS AND RECREATION FUND	55,804.99
1425	AMERICAN RESCUE PLAN	22,713.93
1460	PARKING METER REVENUE FUND	16,930.22
1500	PATHS AND TRAILS RESERVE FUND	1,262.05
1560	FORFEITURES & CONTRIBUTION FND	2,258.03
1620	PUBLIC SAFETY & JUDICIAL GRANT	6,950.46
1640	COMMUNICATIONS BLDG M&O FUND	869.82
1680	CD/HS OPERATIONS	161.99
1940	CHANNEL FIVE EQUIPMENT RESERVE	4,584.84
1950	PARK CUMULATIVE RESERVE FUND	5,049.63
1970	FIRE/EMS FUND	51,905.56
1980	DEFINED CONTRIBUTION ADMIN FND	700.00
1985	VOYA DEFINED CONTR ADMIN FUND	8,100.78
1990	TRANSPORTATION BENEFIT FUND	5,979.13
3200	ARTERIAL STREET FUND	429,580.61
4100	WATER DIVISION	201,172.12
4250	INTEGRATED CAPITAL MANAGEMENT	922,512.92
4300	SEWER FUND	215,303.94
4480	SOLID WASTE FUND	1,009,041.75
4600	GOLF FUND	8,839.03
4700	DEVELOPMENT SVCS CENTER	6,511.02
5100	FLEET SERVICES FUND	452,741.36
5200	PUBLIC WORKS AND UTILITIES	66,184.67
5300	IT FUND	406,776.34
5310	IT CAPITAL REPLACEMENT FUND	7,920.72
5400	REPROGRAPHICS FUND	12,356.40
5500	PURCHASING & STORES FUND	919.51
5600	ACCOUNTING SERVICES	1,275.44
5700	MY SPOKANE	35.72
5750	OFFICE OF PERFORMANCE MGMT	13,677.70
5800	RISK MANAGEMENT FUND	58,291.79
5810	WORKERS' COMPENSATION FUND	638.40
5830	EMPLOYEES BENEFITS FUND	858,713.00
5900	FACILITIES MANAGEMENT FUND OPS	71,190.21
5902	PROPERTY ACQUISITION POLICE	31,908.90
5903	PROPERTY ACQUISITION FIRE	31,210.03
5904	FACILITIES CAPITAL	2,318.67
6070	FIREFIGHTERS' PENSION FUND	113,442.93
6080	POLICE PENSION FUND	66,972.34
6255	LAW ENFORCEMENT RECORDS MGMT	6,957.50
6920	CLAIMS CLEARING FUND	533,682.12
	TOTAL:	6,168,321.33

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 27

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 07/08/24  
TIME: 10:01  
PAGE: 1

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	5,578.04	625.60	
00604047	AT&T MOBILITY	12.43		
00604048	BROADWAY TRUCK STOP/DIV OF	374.39		
00604049	CENTURYLINK	11,097.90		
00604050	DUSTIN H CHENEY	18.26		
00604051	HARBOR HAVEN SERVICES LLC	141.00		
00604052	KELLY PATRICK	193.00		
00604053	T-MOBILE	6.51		
00604054	US BANK	46,887.00		
00604055	US POSTMASTER	1,000.00		
00604056	WA STATE DEPT/TRANSPORTATION	79.06		
00604057	CARRIER CORPORATION		3,093.16	
00604058	CENTURYLINK		393.84	
00604059	REMELISA CULLITAN		125.97	
00604060	LEVEL 3 FINANCING INC		422.08	
00604061	RENEE RAIDT		75.00	
00604062	AQUATIC SPECIALTY SERVICES I			1,738.56
00604063	CENTURYLINK			228.40
00604064	COMCAST			205.05
00604065	HERITAGE LANDSCAPE SUPPLY			3,331.78
00604066	MARGERY HORSTMANN			63.00
00604067	SAFETY KLEEN CORPORATION			1,678.97
00604068	WONDERPLAY, INC			1,557.62
00604069	SWIRE PACIFIC HOLDINGS, INC			964.66
00604070	VERMEER MOUNTAIN WEST INC			369.44
00604071	ADAMS TRACTOR CO INC	679.63		
00604074	REFRIGERATION SUPPLIES	3,030.20		
00604075	ABADAN REPROGRAPHICS	12,932.03		
00604076	CENTURYLINK	952.68		
00604077	COMCAST	305.54		
00604078	CRANETECH INC	718.12		
00604079	CUMMINS ALLISON CORP	1,289.58		
00604080	EVERGREEN FOUNTAINS LLC	10,844.00		
00604081	FAIRWINDS SPOKANE LLC	48,573.00		
00604082	MADRONA PEAK LLC	636.64		
00604083	BURGANS BLOCK LLC	38.00		
00604084	MAINSTREAM ELECTRIC LLC	45.00		
00604085	OPPORTUNITY INDUSTRIES	15.00		
00604086	SPECIALTY HOME PRODUCTS	287.50		
00604087	RIGHT NOW HEATING AND COOLIN	45.00		
00604088	VISION BUILT CONSTRUCTION IN	680.00		
00604089	BLACK REALTY MANAGEMENT	528.52		
00604090	CASCADE INDUSTRIAL SERVICES	1,500.00		
00604091	CRYSTAL ZHOU	171.57		
00604092	FRED KIRSCHNER	153.52		
00604093	FRED KIRSCHNER	175.25		
00604094	FORREST AND ANNETTE SHANNON	138.76		
00604095	LAWRENCE B STONE PROP 261	53.14		
00604096	PEGGY A ROSE	135.00		
00604097	RC SCHWARTZ	262.00		
00604098	RC SCHWARTZ	61.66		
00604099	TIMOTHY SMITH	120.22		
00604100	AMBER GRIGGS	5.25		

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 27

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 07/08/24  
TIME: 10:01  
PAGE: 2

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00604101	MAGGIE NELSON			
00604102	SUZANNE GROVES			
00604103	SARA BEDNARCIK			
00604104	DOUGLAS KRAMER			
00604105	ROBERT J LYNCH			
00604106	SCRIBSOFT HOLDINGS INC			
00604107	ROSAUERS PHARMACY			
00604108	R.V. KUHN & ASSOCIATES, INC			
00604109	SAFEWARE INC			
00604110	JOSEPH MITCHELL SETY III			
00604111	SIX ROBBLEES INC			
00604112	SPOKANE CITY TREASURER			
00604113	SPOKANE CITY TREASURER			
00604114	SPOKANE VALLEY EAR NOSE &			
00604115	ZACHARY TEMPLIN			
00604116	TERRY CARE GROUP LLC			
00604117	T-MOBILE			
00604118	WA STATE EMPLOYMENT SECURITY			
00604119	OVERHEAD DOOR CORPORATION			
00604120	ALCOBRA METALS INC			317.79
00604121	A.W. FABER-CASTELL USA, INC			988.66
00604122	CENTURYLINK			217.28
00604123	WILDLIFE COLLECTIONS LLC			828.36
00604124	GENERAL STORE INC			870.01
00604125	CSWW INC			1,086.05
00604126	O'REILLY AUTOMOTIVE STORES I			52.94
00604127	PARK DEPT IMPREST FUND			274.37
00604128	SIX ROBBLEES INC			158.97
00604129	SPOKANE CITY TREASURER			9,028.13
00604130	SWIRE PACIFIC HOLDINGS, INC			2,106.23
00604167	DONOVAN K AURAND	509.87		
00604168	CENTURYLINK	473.16		
00604169	COMCAST	64.95		
00604170	COMCAST	214.91		
00604171	EMERALD SERVICES INC	44.80		
00604172	FRED'S APPLIANCE INC	869.82		
00604173	GEE AUTOMOTIVE LIBERTY LAKE	75,986.93		
00604174	JP MORGAN COMMERCIAL CARD	533,682.12		
00604175	SAN DIEGO POLICE EQUIPMENT C	10.00		
00604176	PRO MECHANICAL SERVICES INC	15.00		
00604177	SPOKANE NEIGHBORHOOD	20.00		
00604178	JHAB3 CO	4,594.81		
00604179	ROBERTSON, ANSCHUTZ, SCHNEID	222.75		
00604180	PET EMERGENCY CLINIC	123.77		
00604181	THERMO FLUIDS INC	128.45		
00604182	T-MOBILE USA INC	25.00		
70000337	NORTHWEST INDUSTRIAL SERVICE			30.36
70000338	CINTAS CORPORATION	13,436.87	38.15	
70000339	DEERE & COMPANY			74,804.31
70000340	ELJAY OIL CO INC	1,433.77		
70000341	EVERGREEN STATE TOWING LLC	178.76		
70000342	GALLS LLC	699.60		948.25
70000343	HORIZON DISTRIBUTORS			806.58

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 27

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 07/08/24  
TIME: 10:01  
PAGE: 3

CHECK #	VENDOR	CITY	LIBRARY	PARKS
70000344	NORCO INC	764.53		

70000345	PLANET TURF			1,226.89
70000346	SITEONE LANDSCAPE SUPPLY LLC	828.66		
70000347	PEROVICH PARTNERS INC			178.54
70000348	SPOKANE HOUSE OF HOSE INC	503.61		
70000349	ELJAY OIL CO INC	858.33		
70000350	ENDRESS+HAUSER INC	9,628.91		
70000351	EUROFINS ENVIRONMENT TESTING	95.00		
70000352	OXARC INC	4,130.69		
70000353	ALASKA RUBBER GROUP INC	304.30		
70000354	NORTHWEST INDUSTRIAL SERVICE	330.00		430.00
70000355	ELJAY OIL CO INC	1,230.17		
70000356	EUROFINS ENVIRONMENT TESTING	190.00		
70000357	GALLS LLC	18.75		
70000358	GORDON TRUCK CENTERS INC DBA	30.25		
70000359	HUGHES FIRE EQUIPMENT INC	572.69		
70000360	PLANET TURF			299.48
70000361	SECOND HARVEST FOOD BANK OF	3,224.21		
70000362	SITEONE LANDSCAPE SUPPLY LLC			580.96
70000363	PEROVICH PARTNERS INC			575.30
70000364	SUMURI LLC	13,781.75		
70000365	ACI NORTHWEST INC			7,694.50
70000366	ALASKA RUBBER GROUP INC	183.14		
70000367	NORTHWEST INDUSTRIAL SERVICE	385.00		
70000368	ANATEK LABS INC	1,410.00		
70000369	CINTAS CORPORATION	1,518.76		
70000370	EVERGREEN STATE TOWING LLC	276.73		
70000371	FLEET PAINTING INC	3,853.15		
70000372	HUGHES FIRE EQUIPMENT INC	2,461.54		
70000373	NORCO INC	49.82		
70000374	SITEONE LANDSCAPE SUPPLY LLC	14.60		
80130957	ACCELA INC	227,344.30		
80130958	ACTION MATERIALS	90.84		
80130959	ADVANCED UNDERGROUND UTILITY	1,350.00		
80130960	INLAND NW AGC APPRENTICESHIP	20,131.36		
80130961	AHBL INC		700.00	
80130962	ALLIED ENVELOPE	25,015.09		
80130963	VYANET OPERATIONS GROUP dba	192.21		
80130964	ALS LABORATORY GROUP	130.00		
80130965	ALSCO DIVISION OF ALSCO INC			64.46
80130966	AVISTA UTILITIES	1,968.14	9,308.82	
80130967	JOHN MENETTO		240.00	
80130968	BUDINGER & ASSOCIATES INC	9,736.13		476.41
80130969	CAMTEK INC		2,665.60	
80130970	COFFMAN ENGINEERS INC	5,049.63		
80130971	COLEMAN OIL COMPANY LLC	8,612.21		6,365.68
80130972	CONNELL OIL INC			3,367.39
80130973	CONSOLIDATED ELECTRICAL	3,546.04		
80130974	CONTRACT DESIGN ASSOCIATES I	2,318.67		
80130975	COPIERS NORTHWEST INC	1,401.06		
80130976	ALTERNATIVE SERVICE CONCEPTS	28,379.50		
80130977	DEVRIES INFORMATION MANAGEME	6.83		
80130978	EASTERN WASHINGTON UNIVERSIT	5,583.35		

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80130979	ECO COUNTER INC	5,372.61		
80130980	ELECTRONIC DATA COLLECTION	14,240.23		
80130981	EXPRESS NAME TAGS & MORE, IN		13.27	
80130982	FASTENAL CO	2,991.88		
80130983	ENCORE VENTURES LLC			121.95

80130984	GRAINGER INC	768.23		
80130985	HARRINGTON INDUSTRIAL PLASTI			1,238.66
80130986	HASA INC	15,580.82		
80130987	HASKINS STEEL CO INC	6,869.67		
80130988	CLOVERDALE RANCH INC			5,662.55
80130989	MARUBENI AMERICA CORPORATION			13,598.49
80130990	INLAND ELEVATOR LLC	386.96		
80130991	INLAND ENVIRONMENTAL RESOURC	8,017.56		
80130992	INLAND POWER & LIGHT CO	895.51		
80130993	KPFF CONSULTING ENGINEERS	25,088.13		
80130994	LSB CONSULTING ENGINEERS PLL	3,648.01		
80130995	MACDONALD-MILLER FACILITY			2,662.23
80130996	MCKINSTRY CO LLC			3,244.51
80130997	MITCHELL HUMPHREY & CO	105,724.55		
80130998	MOORE IACOFANO GOLTSMAN INC	1,737.81		
80130999	GENUINE PARTS COMPANY	330,697.13		
80131000	NORLIFT INC			366.79
80131001	NOVUS AUTO GLASS	1,317.18		
80131002	PACIFIC GOLF TURF LLC			442.49
80131003	PARAMETRIX INC	21,155.00		
80131004	PYRO SPECTACULARS NORTH INC			20,000.00
80131005	RIVER PARK SQUARE LLC	200.00		
80131006	SHI CORP			79.57
80131007	SIMPLOT PARTNERS			1,656.80
80131008	SPOKANE COUNTY FIRE DIST 9	452,020.91		
80131009	SPOKANE COUNTY TREASURER		157,436.61	
80131010	SPOKANE LILAC FESTIVAL			48,828.57
80131011	COWLES PUBLISHING COMPANY	196.44		
80131012	SPOKANE SOFTBALL UMPIRE ASSO			5,830.80
80131013	STANTEC CONSULTING SERVICES	25,652.76		
80131014	STRATA GEOTECHNICAL ENGINEER		301.25	
80131015	STRUCTURED COMMUNICATION	34,405.67		
80131016	SYSTEM INNOVATORS	19,464.99		
80131017	TRUE SURVEY SUPPLY INC	398.72		
80131018	ULINE INC			2,769.81
80131019	URM STORES INC			225.69
80131020	US BANK P CARD PAYMENTS	50,011.33		
80131021	US BANK	6,578.75		
80131022	VERIZON WIRELESS	357.87		
80131023	VIP PRODUCTION NORTHWEST INC			5,210.75
80131024	VICTOR J GIAMPIETRI II	1,200.00		
80131025	WESTERN EQUIPMENT DISTRIBUTO			7,166.39
80131026	WHITWORTH UNIVERSITY AQUATIC			1,840.00
80131027	WILBUR ELLIS COMPANY			1,035.50
80131028	WILDROSE LTD dba			669.92
80131029	KIRA BARKER		32.16	
80131030	GINA COOPER		30.09	
80131031	SUSAN DUFFEY		100.00	

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80131032	DAVID M HOCHSTEDLER	136.00		
80131033	LARRY B HUGHES		23.45	
80131034	EVA SILVERSTONE		125.45	
80131035	ABSOLUTE MACHINING SOLUTIONS	8,038.75		
80131036	ALS LABORATORY GROUP	185.00		
80131037	ALSCO DIVISION OF ALSCO INC	2,282.44		64.46
80131038	ATLAS COPCO USA HOLDING INC	35,588.50		
80131039	AVISTA UTILITIES	291.87		
80131040	BACON CONCRETE INC			1,635.00

80131041	BANNER FURNACE & FUEL	236.53	
80131042	BROOKS APPLIED LABS LLC	775.00	
80131043	BUDINGER & ASSOCIATES INC	711.80	
80131044	CAMTEK INC		722.13
80131045	CINTAS CORPORATION NO 2	163.53	
80131046	COFFMAN ENGINEERS INC		22,950.00
80131047	COLEMAN OIL COMPANY LLC	3,863.22	
80131048	COLUMBIA ELECTRIC SUPPLY/DIV	5,469.31	
80131049	COPIERS NORTHWEST INC		209.56
80131050	DESAUTEL HEGE COMMUNICATIONS		4,856.22
80131051	ECO COUNTER INC	4,767.66	
80131052	FASTENAL CO	1,680.97	
80131053	GORLEY LOGISTICS LLC	58.22	
80131054	GARCO CONSTRUCTION INC		156,185.54
80131055	HASA INC	15,442.01	
80131056	INLAND ENVIRONMENTAL RESOURC	8,145.29	
80131057	PUMPTECH HOLDINGS LLC	8,533.50	
80131058	KUTAK ROCK LLP	3,605.00	
80131059	LEXICON, INC		134,826.68
80131060	MAX J KUNEY COMPANY	409,843.10	
80131061	MCKINSTRY CO LLC	2,322.79	585.43
80131062	PARAMETRIX INC	7,615.00	
80131063	PEINER USA, INC.	7,851.34	
80131064	PETE LIEN & SONS INC	33,856.23	
80131065	PRO MECHANICAL SERVICES INC	15,359.49	
80131066	RED DIAMOND CONSTRUCTION INC		5,814.10
80131067	SPOKANE COUNTY TREASURER	166,463.62	
80131068	W B SPRAGUE COMPANY INC		329.74
80131069	VIP PRODUCTION NORTHWEST INC		5,374.25
80131070	WILSON & COMPANY INC	64,757.00	
80131071	CRAIG E HULT	105.00	
80131072	MARK E LINDSEY	105.00	
80131073	NICOLE B PALMERTON	105.00	
80131074	TYESON JAMES SCHULTZ	166.00	
80131075	SCOTT A STEPHENS	105.00	
80131076	ACTION MATERIALS	3,325.61	
80131077	INLAND NW AGC APPRENTICESHIP	27,032.47	
80131078	ALLIED ENVELOPE	227.88	
80131079	ALSCO DIVISION OF ALSCO INC	1,900.51	
80131080	ATS INLAND NW LLC	1,351.60	
80131081	AVISTA CORPORATION	875.63	
80131082	AVISTA UTILITIES	5,894.48	
80131083	BATTERIES PLUS		165.79
80131084	C & C YARD CARE	1,187.59	

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80131085	COCHRAN INC	5,450.00		
80131086	COLEMAN OIL COMPANY LLC	2,764.68		
80131087	CONNELL OIL INC	1,434.82		
80131088	COPIERS NORTHWEST INC	13,304.25		
80131089	CUESTA SPRINGS ICE COMPANY O	182.47		
80131090	DELL MARKETING LP	15,723.95		
80131091	DEVRIES INFORMATION MANAGEME	17.10		
80131092	DIVINES TOWING/DIV OF	1,072.84		
80131093	DKS ASSOCIATES	418.75		
80131094	FASTENAL CO	1,080.86		418.04
80131095	GORLEY LOGISTICS LLC	224.56		
80131096	FINALCOVER LLC	7,896.00		
80131097	FRONTIER BEHAVIORAL HEALTH	23,246.28		

80131098	GOBLE SAMPSON ASSOCIATES	2,024.68	
80131099	GOODWILL INDUSTRIES OF THE	72,471.35	
80131100	GUNARAMA WHOLESALE INC	7,265.95	
80131101	H D FOWLER COMPANY	48,474.27	
80131102	HALME CONSTRUCTION INC	1,000.00	
80131103	HASKINS STEEL CO INC	550.54	
80131104	JENNIFER ANNE KROUSE	12,475.00	
80131105	LIFE ASSIST INC	2,269.38	
80131106	LIFEWISE ASSURANCE CO	37,276.10	
80131107	MCKINSTRY CO LLC	3,971.21	
80131108	MOTION PICTURE LICENSING COR		361.71
80131109	NAPA AUTO PARTS	524.55	20.57
80131110	LEGEND INVESTMENTS CORP	875.56	
80131111	NEPTUNE TECHNOLOGY GROUP INC	1,894.42	
80131112	CHARLES H NEU		952.00
80131113	NORTHEAST PUBLIC DEVELOPMENT	1,263.85	
80131114	PACIFIC NW EMERGENCY EQUIPME	13,993.11	
80131115	PETE LIEN & SONS INC	22,129.91	
80131116	POMP'S TIRE SERVICE INC	1,460.60	
80131117	PREMERA BLUE CROSS OR	757,940.43	
80131118	RAY TURF FARMS INC	346.30	
80131119	SHERWIN WILLIAMS CO	559.40	
80131120	SHIELDSPIKE LLC	3,980.00	
80131121	MCCLOUGHLIN & EARDLEY GROUP	2,378.88	
80131122	SMARTSIGHTS TECHNOLOGIES LLC	981.00	
80131123	HESTON HARDWARE		13.06
80131124	SPOKANE COUNTY TREASURER	6,727.00	
80131125	SPOKANE POWER TOOL & HDWE		1,244.71
80131126	COWLES PUBLISHING COMPANY	99.70	
80131127	STARPLEX CORP	22,298.88	
80131128	STELLAR INDUSTRIAL SUPPLY IN	159.39	
80131129	SUNBELT RENTALS INC		442.54
80131130	AARON THEISEN		680.00
80131131	TRANSITIONS DBA TRANSITIONAL	13,402.73	
80131132	TRUTH MINISTRIES OF SPOKANE	44,934.91	
80131133	URM STORES INC		213.75
80131134	VERIZON WIRELESS	138.32	
80131135	VERIZON WIRELESS LERT B	175.00	
80131136	VOLT MANAGEMENT CORP	13,464.00	
80131137	WA STATE DEPT/TRANSPORTATION	755.95	

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80131138	WEST CENTRAL COMMUNITY	10,322.87		
80131139	WCP SOLUTIONS			311.74
80131140	YFA CONNECTIONS	2,083.33		
80131141	YWCA	12,885.05		
80131142	DAVID N ANDERSON	150.00		
80131143	JULIE MAURER	265.93		
80131144	CALEB STANTON	1,000.00		
80131145	ABM JANITORIAL SERVICES SOUT	1,968.95		
80131146	ABSOLUTE DRUG TESTING LLC	7,520.00		
80131147	ACRANET CBS BRANCH/DIV OF	152.00		
80131148	ALSCO DIVISION OF ALSCO INC	171.07		
80131149	ALTA LANGUAGE SERVICES INC	121.00		
80131150	ALWAYS TOWING & ROAD SERVICE	138.43		
80131151	AMERICAN RADIATOR INC	5,105.48		
80131152	AVISTA UTILITIES	36.85		
80131153	BANK OF NEW YORK MELLON	1,875.00		
80131154	CAMERON-REILLY LLC	374,921.67		

80131155	STEPHEN P CAPELLAS	846.82	
80131156	CINTAS CORPORATION NO 2	580.08	
80131157	COLEMAN OIL COMPANY LLC	57,921.11	
80131158	COLUMBIA ELECTRIC SUPPLY/DIV	7,107.35	
80131159	CONNELL OIL INC	3,112.57	
80131160	STEVE CONNER		24,791.38
80131161	COPIERS NORTHWEST INC	169.11	
80131162	CREEK AT QUALCHAN GOLF COURS		16,191.50
80131163	DELTA DENTAL OF WASHINGTON	36,967.99	
80131164	DEVRIES INFORMATION MANAGEME	246.23	
80131165	DIRTT ENVIRONMENTAL SOLUTION	1,276.80	
80131166	DIVINES TOWING/DIV OF	207.65	
80131167	GWP HOLDINGS LLC	25,321.19	
80131168	DW EXCAVATING INC	229,882.19	
80131169	ELECTRIC CITY INC		10,605.93
80131170	FASTENAL CO	512.23	
80131171	FEDERAL EXPRESS CORP/DBA FED	49.77	
80131172	GORLEY LOGISTICS LLC	33.27	
80131173	FIREPOWER INC	130.80	
80131174	GRAINGER INC	173.70	
80131175	CLOVERDALE RANCH INC		5,662.55
80131176	THE HIDE OUT/ROYCE SHIELDS	94.28	
80131177	IIA LIFTING SERVICES INC	5,200.00	
80131178	CPM DEVELOPMENT CORP DBA	15,139.66	
80131179	INLAND INFRASTRUCTURE LLC	29,271.93	
80131180	KAISER FOUNDATION HEALTH PLA	137,211.42	
80131181	LANDMARK STRUCTURES I LP	158,516.59	
80131182	LEGEND DATA SYSTEMS INC	1,433.62	
80131183	LEXIS-NEXIS RISK & ANALYTICS	163.50	
80131184	LIFE ASSIST INC	762.14	
80131185	MJ TAKISAKI INC		20,245.69
80131186	LEGEND INVESTMENTS CORP	5,441.28	
80131187	NELSON'S TOWING AND REPAIR/	173.04	
80131188	LAKEYLAND INC DBA	454.02	
80131189	NW HANDLING SYSTEMS INC	478.36	
80131190	PACIFIC POWER GROUP LLC	10,907.81	

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80131191	PACIFIC NW EMERGENCY EQUIPME	4,376.07		
80131192	PAPE MACHINERY INC	7,363.08		
80131194	SANDBAGGERS CLUB LLC			33,045.00
80131195	SHAMROCK PAVING CO/DIV OF	23,208.85		
80131196	SPECIALTY MOBILE MIX INC	730.30		
80131197	SPOKANE COUNTY FIRE DIST 10	106,249.72		
80131198	SPOKANE COUNTY TREASURER	14,220.52		
80131199	SPOKANE EMERGENCY PHYSICIANS	8,265.98		
80131200	SPOKANE TOWING/DIV OF	138.43		
80131201	STARPLEX CORP	32,542.68		
80131202	STELLAR INDUSTRIAL SUPPLY IN	409.86		
80131203	STERICYCLE INC	612.40		
80131204	T & T GOLF MANAGEMENT INC			30,281.57
80131205	TRANSPORT EQUIPMENT INC	640,519.81		
80131206	US BANK OR CITY TREASURER	27,986.96		
80131207	VERIZON WIRELESS	2,502.77		
80131208	VERIZON WIRELESS LERT B	200.00		
80131209	SHAMROCK AUTOMOTIVE	85.84		
		6,377,924.53	175,750.50	725,767.49



CITYWIDE TOTAL:

7,279,442.52

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HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

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EASTERN WASHINGTON UNIVERSITY STUDENT FINANCIAL SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80130978	1,916.67
HARBOR HAVEN SERVICES LLC 14220 97TH AVE NW	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00604051	141.00
SAN DIEGO POLICE EQUIPMENT CO 8205 RONSON RD STE A	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00604175	10.00
SPOKANE COUNTY FIRE DIST 10	CONTRACTUAL SERVICES ACH PMT NO. - 80131197	106,249.72
SPOKANE COUNTY FIRE DIST 9	CONTRACTUAL SERVICES ACH PMT NO. - 80131008	452,020.91
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00604054	4,947.81-
-----		
TOTAL FOR 0020 - NONDEPARTMENTAL		555,390.49

0030 - POLICE OMBUDSMAN

-----		
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80131020	32.39
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80131020	200.00
-----		
TOTAL FOR 0030 - POLICE OMBUDSMAN		232.39

0100 - GENERAL FUND

-----		
ABSOLUTE DRUG TESTING LLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80131146	7,520.00
SCRIBSOFT HOLDINGS INC DBA PERMITIUM	ACCOUNTS RECEIVABLE-MISC CHECK NO. - 00604106	155.00
STANTEC CONSULTING SERVICES INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80131013	23,040.01
US BANK P CARD PAYMENTS	ACCOUNTS RECEIVABLE-MISC ACH PMT NO. - 80131020	462.32
US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80131020	358,899.41-
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TOTAL FOR 0100 - GENERAL FUND		327,722.08-

0230 - CIVIL SERVICE

HONORABLE MAYOR  
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80131088	453.46
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CRAIG E HULT	OTHER MISC CHARGES ACH PMT NO. - 80131071	105.00
MARK E LINDSEY	OTHER MISC CHARGES ACH PMT NO. - 80131072	105.00
NICOLE B PALMERTON	OTHER MISC CHARGES ACH PMT NO. - 80131073	105.00
SCOTT A STEPHENS	OTHER MISC CHARGES ACH PMT NO. - 80131075	105.00
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80131020	311.66
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80131020	1,412.79
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	81.84
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80131020	3,109.00
TOTAL FOR 0230 - CIVIL SERVICE		5,788.75

0260 - CITY CLERK

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80130977	6.83
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	3.31
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80131020	200.00
TOTAL FOR 0260 - CITY CLERK		210.14

0300 - HUMAN SERVICES

STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80131201	25.65
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80131020	129.94
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80131020	411.71
TOTAL FOR 0300 - HUMAN SERVICES		567.30

HONORABLE MAYOR  
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0320 - COUNCIL

STARPLEX CORP	OTHER MISC CHARGES ACH PMT NO. - 80131201	38.48
US BANK P CARD PAYMENTS	CELL PHONE ALLOWANCE ACH PMT NO. - 80131020	34.20

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80131020	17.77
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TOTAL FOR 0320 - COUNCIL		90.45
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0330 - PUBLIC AFFAIRS/COMMUNICATIONS

US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80131020	5,589.50
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80131020	119.99
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	10.79

TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		5,720.28
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0370 - ENGINEERING SERVICES

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80131145	980.40
ALLIED ENVELOPE	OFFICE SUPPLIES ACH PMT NO. - 80130962	1,124.23
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80131090	5,962.27
DONOVAN K AURAND	LOCAL MILEAGE CHECK NO. - 00604167	509.87
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80131173	130.80
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80131005	200.00
TRUE SURVEY SUPPLY INC dba TRUE WOOD PRODUCTS	OPERATING SUPPLIES ACH PMT NO. - 80131017	398.72
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80131020	138.11
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	591.91

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80131020	487.52
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80131020	64.99

TOTAL FOR 0370 - ENGINEERING SERVICES		10,588.82
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0410 - FINANCE

-----		
BANK OF NEW YORK MELLON CORPORATE TRUST DEPARTMENT	BANK FEES ACH PMT NO. - 80131153	1,875.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00604054	6,899.37
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00604054	3,182.31-
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	48.39
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80131020	475.29
TOTAL FOR 0410 - FINANCE		----- 6,115.74

0450 - NEIGHBHD HOUSING HUMAN SVCS

-----		
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	14.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80131134	5.31-
TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS		----- 8.69

0470 - HISTORIC PRESERVATION

-----		
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80131020	15.99
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80131020	125.20
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80131134	85.48
TOTAL FOR 0470 - HISTORIC PRESERVATION		----- 226.67

0500 - LEGAL

-----		
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80131145	988.55
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80131088	612.90
US BANK P CARD PAYMENTS	CLE TRAVEL ACH PMT NO. - 80131020	225.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	217.19
TOTAL FOR 0500 - LEGAL		----- 2,043.64

0520 - MAYOR

COCHRAN INC	CONTRACTUAL SERVICES ACH PMT NO. - 80131085	3,270.00
STARPLEX CORP	OTHER MISC CHARGES ACH PMT NO. - 80131201	38.47
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80131020	27.53
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80131020	19.98
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	125.57
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80131020	23.97
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80131020	16.40
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO. - 80131020	1,323.64
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80131020	350.00
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	1.48
WA STATE DEPT OF REVENUE	PROMOTIONAL SUPPLIES -	7.47
TOTAL FOR 0520 - MAYOR		5,204.51

0550 - NEIGHBORHOOD SERVICES

COCHRAN INC	MINOR EQUIPMENT ACH PMT NO. - 80131085	2,180.00
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	131.07
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		2,311.07

0560 - MUNICIPAL COURT

COMCAST	IT/DATA SERVICES CHECK NO. - 00604169	64.95
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00604054	380.63
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80131020	34.84
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	

	ACH PMT NO. - 80131020	493.02
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80131020	82.04
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80131020	38.00
TOTAL FOR 0560 - MUNICIPAL COURT		----- 1,093.48

0620 - HUMAN RESOURCES

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80131164	17.10
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80131020	30.51
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	177.28
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO. - 80131020	200.00
TOTAL FOR 0620 - HUMAN RESOURCES		----- 424.89

0650 - PLANNING SERVICES

ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80130962	389.65
JENNIFER ANNE KROUSE LIBERTY HOUSE PLANS LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80131104	12,475.00
MOORE IACOFANO GOLTSMAN INC DBA MIG INC	CONTRACTUAL SERVICES ACH PMT NO. - 80130998	1,737.81

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80131020	149.39
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	53.11
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80131020	520.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80131207	42.74
TOTAL FOR 0650 - PLANNING SERVICES		----- 15,367.70

0680 - POLICE

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80131147	152.00
ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80130962	191.79



ALTA LANGUAGE SERVICES INC	PROFESSIONAL SERVICES ACH PMT NO. - 80131149	121.00
ALWAYS TOWING & ROAD SERVICE	TOWING EXPENSE ACH PMT NO. - 80131150	138.43
AMBER GRIGGS 3417 E 32ND AVE	DATA/WORD PROCESS/DUPLICATING CHECK NO. - 00604100	5.25
AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80131081	835.18
AVISTA CORPORATION	UTILITY NATURAL GAS ACH PMT NO. - 80131081	40.45
CENTURYLINK	TELEPHONE CHECK NO. - 00604076	192.53
COMCAST	IT/DATA SERVICES CHECK NO. - 00604077	305.54
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80131161	169.11
CUMMINS ALLISON CORP	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00604079	1,044.22
CUMMINS ALLISON CORP	OPERATING SUPPLIES CHECK NO. - 00604079	94.83
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80131164	213.75
DIVINES TOWING/DIV OF DIVINE CORP	TOWING EXPENSE ACH PMT NO. - 80131166	1,280.49

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE CREDIT CARD PMT NO. - 70000370	276.73
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80131171	11.90
FINALCOVER LLC	SOFTWARE MAINTENANCE ACH PMT NO. - 80131096	7,896.00
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80131172	116.44
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80131174	173.70
GUNARAMA WHOLESALE INC	OPERATING SUPPLIES ACH PMT NO. - 80131100	1,309.31
JULIE MAURER	LOCAL MILEAGE ACH PMT NO. - 80131143	265.93
LEGEND DATA SYSTEMS INC DBA LEGEND ID	OPERATING SUPPLIES ACH PMT NO. - 80131182	1,433.62
LEXIS-NEXIS RISK & ANALYTICS GROUP ACCURINT-ACCT 1189340	BACKGROUND CHECKS ACH PMT NO. - 80131183	163.50

LIFE ASSIST INC	OPERATING SUPPLIES ACH PMT NO. - 80131105	2,269.38
MAGGIE NELSON 4102 E FREDERICK AVE	DATA/WORD PROCESS/DUPLICATING CHECK NO. - 00604101	11.55
NELSON'S TOWING AND REPAIR/ DIV OF NELCO SERVICES INC	TOWING EXPENSE ACH PMT NO. - 80131187	173.04
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70000367	385.00
NW HANDLING SYSTEMS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80131189	451.43
NW HANDLING SYSTEMS INC	OPERATING SUPPLIES ACH PMT NO. - 80131189	26.93
PET EMERGENCY CLINIC	VETERINARY SERVICES CHECK NO. - 00604180	123.77
ROBERTSON, ANSCHUTZ, SCHNEID & CRANE LLC	MISC SERVICES/CHARGES CHECK NO. - 00604179	222.75
SAFEWARE INC	MINOR EQUIPMENT CHECK NO. - 00604109	953.69
SARA BEDNARCIK PO BOX 1213	DATA/WORD PROCESS/DUPLICATING CHECK NO. - 00604103	2.30
SHIELDSPIKE LLC	MINOR EQUIPMENT ACH PMT NO. - 80131120	3,980.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80131198	13,990.02
SPOKANE TOWING/DIV OF NELCO SERVICES INC	TOWING EXPENSE ACH PMT NO. - 80131200	138.43
STEPHEN P CAPELLAS DBA CAPELLAS CONSULTING &	PROFESSIONAL SERVICES ACH PMT NO. - 80131155	846.82
SUZANNE GROVES 1321 S ROBIE CT	DATA/WORD PROCESS/DUPLICATING CHECK NO. - 00604102	30.00
T-MOBILE USA INC	MISC SERVICES/CHARGES CHECK NO. - 00604182	25.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00604054	395.55
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00604054	23.14-
US BANK POLICE ADVANCE TRAVEL	PER DIEM ACH PMT NO. - 80131021	4,384.75
US BANK P CARD PAYMENTS	BACKGROUND CHECKS ACH PMT NO. - 80131020	310.66
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80131020	800.00
US BANK P CARD PAYMENTS	IT/DATA SERVICES	

	ACH PMT NO. - 80131020	171.91
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80131020	6,648.84
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80131020	3,266.36
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	259.23
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80131020	4,329.29
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80131020	915.74
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80131020	1,298.00
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80131020	289.91
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80131020	1,525.00
VERIZON WIRELESS LERT B	MISC SERVICES/CHARGES ACH PMT NO. - 80131208	375.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	72.00
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	358.20
WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE -	710.64
WA STATE EMPLOYMENT SECURITY DEPARTMENT	MISC SERVICES/CHARGES CHECK NO. - 00604118	62.00
TOTAL FOR 0680 - POLICE		----- 66,211.75
0690 - COMMUNITY JUSTICE SERVICES		
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	96.26
TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		----- 96.26
0700 - PUBLIC DEFENDER		
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80131020	32.92
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	1,066.10
TOTAL FOR 0700 - PUBLIC DEFENDER		----- 1,099.02

0750 - COMMUNITY/ECONOMIC DEV SVC

EASTERN WASHINGTON UNIVERSITY STUDENT FINANCIAL SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80130978	3,666.68
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80131020	272.49
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	49.99-
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80131020	550.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80131134	63.46
TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV SVC		4,502.64

1100 - STREET FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80131178	15,139.66
DKS ASSOCIATES	CONTRACTUAL SERVICES ACH PMT NO. - 80131093	418.75
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80131170	512.23
SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80131195	10,351.98
SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80131195	12,856.87
SPECIALTY MOBILE MIX INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80131196	730.30
STELLAR INDUSTRIAL SUPPLY INC	CLOTHING ACH PMT NO. - 80131202	409.86
US BANK P CARD PAYMENTS	CELL PHONE ACH PMT NO. - 80131020	74.02
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80131020	1,739.28
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	301.23
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80131020	6,978.23
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80131020	163.91
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80131020	485.43

US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80131020	5,595.56
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80131020	198.51
TOTAL FOR 1100 - STREET FUND		55,955.82

1200 - CODE ENFORCEMENT FUND

SHERWIN WILLIAMS CO	OPERATING SUPPLIES ACH PMT NO. - 80131119	559.40
US BANK P CARD PAYMENTS	CELL PHONE ACH PMT NO. - 80131020	24.08
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80131020	97.97
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US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	913.68
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80131020	1,360.11
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80131020	0.99
US BANK P CARD PAYMENTS	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80131020	544.99
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80131020	8.20
US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80131020	333.32
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	0.74
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		3,843.48

1300 - LIBRARY FUND

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00604054	473.00
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00604054	27.76-
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80131020	1,500.00
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80131020	534.26
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80131020	660.78
US BANK P CARD PAYMENTS	IT/DATA SERVICES	

	ACH PMT NO. - 80131020	589.24
US BANK P CARD PAYMENTS	LIBRARY BOOKS/OTHER MATERIALS ACH PMT NO. - 80131020	956.84
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80131020	221.63
US BANK P CARD PAYMENTS	MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80131020	530.17
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80131020	9,022.72
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO. - 80131020	692.49

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO. - 80131020	2,358.84
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES ACH PMT NO. - 80131020	1,190.51
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80131020	1,535.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80131020	1,924.92
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80131020	13.03
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	0.57
TOTAL FOR 1300 - LIBRARY FUND		----- 22,176.24

1360 - MISCELLANEOUS GRANTS FUND

ABSOLUTE DRUG TESTING LLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80131146	7,520.00-
ABSOLUTE DRUG TESTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80131146	7,520.00
STANTEC CONSULTING SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80131013	23,040.01
STANTEC CONSULTING SERVICES INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80131013	23,040.01-
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80131020	2,418.55
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO. - 80131020	2,421.25
TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND		----- 4,839.80

1380 - TRAFFIC CALMING MEASURES

ABADAN REPROGRAPHICS	CONSTRUCTION OF FIXED ASSETS	
BUSINESS EQUIPMENT CENTER	CHECK NO. - 00604075	7,045.54
LEGEND INVESTMENTS CORP	CONTRACTUAL SERVICES	
DBA NATIONAL BARRICADE CO OF	ACH PMT NO. - 80131186	5,441.28
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		12,486.82

1400 - PARKS AND RECREATION FUND

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US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00604054	733.68
US BANK P CARD PAYMENTS	ADVERTISING	
	ACH PMT NO. - 80131020	4,045.77
US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80131020	597.03
US BANK P CARD PAYMENTS	CELL PHONE	
	ACH PMT NO. - 80131020	93.63
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80131020	2,218.87
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80131020	4,641.61
US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT	
	ACH PMT NO. - 80131020	837.64
US BANK P CARD PAYMENTS	ITEMS PURCHASED FOR INVENTORY	
	ACH PMT NO. - 80131020	1,020.56
US BANK P CARD PAYMENTS	IT/DATA SERVICES	
	ACH PMT NO. - 80131020	38.70
US BANK P CARD PAYMENTS	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80131020	192.90
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80131020	1,288.26
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80131020	676.29
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80131020	725.93
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80131020	16,917.36
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80131020	85.28
US BANK P CARD PAYMENTS	OTHER IMPROVEMENTS	
	ACH PMT NO. - 80131020	52.24
US BANK P CARD PAYMENTS	OTHER MISC CHARGES	
	ACH PMT NO. - 80131020	338.00

US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80131020	1,266.94
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80131020	520.00
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES ACH PMT NO. - 80131020	13,840.70

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80131020	2,479.40
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80131020	586.44
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80131020	487.41
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80131020	599.76
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES -	62.32
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	143.31
WA STATE DEPT OF REVENUE	ITEMS PURCHASED FOR INVENTORY -	91.85
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	10.59
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	97.42
WA STATE DEPT OF REVENUE	RECREATIONAL SUPPLIES -	1,115.10
TOTAL FOR 1400 - PARKS AND RECREATION FUND		55,804.99

1425 - AMERICAN RESCUE PLAN

INLAND NW AGC APPRENTICESHIP TRAINING TRUST	CONTRACTUAL SERVICES ACH PMT NO. - 80130960	20,131.36
STANTEC CONSULTING SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80131013	2,612.75
US BANK P CARD PAYMENTS	OTHER IMPROVEMENTS ACH PMT NO. - 80131020	30.18-
TOTAL FOR 1425 - AMERICAN RESCUE PLAN		22,713.93

1460 - PARKING METER REVENUE FUND

CENTURYLINK	TELEPHONE CHECK NO. - 00604168	153.74
CUMMINS ALLISON CORP	REPAIR & MAINTENANCE SUPPLIES	



	CHECK NO. - 00604079	150.53
DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80131090	410.17

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ELECTRONIC DATA COLLECTION CORPORATION	LEGAL SERVICES ACH PMT NO. - 80130980	893.75
ELECTRONIC DATA COLLECTION CORPORATION	POSTAGE ACH PMT NO. - 80130980	390.61
ELECTRONIC DATA COLLECTION CORPORATION	PRINTING/BINDING/REPRO ACH PMT NO. - 80130980	355.20
ELECTRONIC DATA COLLECTION CORPORATION	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80130980	12,600.67
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00604054	1,193.84
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	208.20
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80131020	84.84
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80131020	79.99
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80131020	63.84
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80131020	339.09
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	5.75
TOTAL FOR 1460 - PARKING METER REVENUE FUND		16,930.22

1500 - PATHS AND TRAILS RESERVE FUND

US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80131020	1,022.34
US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80131020	219.92
WA STATE DEPT OF REVENUE	PUBLICATIONS -	19.79
TOTAL FOR 1500 - PATHS AND TRAILS RESERVE FUND		1,262.05

1560 - FORFEITURES & CONTRIBUTION FND

US BANK POLICE ADVANCE TRAVEL	PER DIEM ACH PMT NO. - 80131021	392.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80131020	1,846.41

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	19.62
	-	
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		2,258.03
-----		
1620 - PUBLIC SAFETY & JUDICIAL GRANT		
-----		
US BANK	PER DIEM	
POLICE ADVANCE TRAVEL	ACH PMT NO. - 80131021	1,802.00
US BANK P CARD PAYMENTS	CAMERAS AND PROJECTION EQUIPMT	
	ACH PMT NO. - 80131020	4,898.46
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80131020	250.00
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		6,950.46
-----		
1640 - COMMUNICATIONS BLDG M&O FUND		
-----		
FRED'S APPLIANCE INC	MINOR EQUIPMENT	
	CHECK NO. - 00604172	869.82
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		869.82
-----		
1680 - CD/HS OPERATIONS		
-----		
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80131020	161.99
TOTAL FOR 1680 - CD/HS OPERATIONS		161.99
-----		
1940 - CHANNEL FIVE EQUIPMENT RESERVE		
-----		
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80131020	4,584.84
TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE		4,584.84
-----		
1950 - PARK CUMULATIVE RESERVE FUND		
-----		
COFFMAN ENGINEERS INC	ARCHITECT AND ENGINEER SERV	
	ACH PMT NO. - 80130970	5,049.63
TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND		5,049.63
-----		
1970 - FIRE/EMS FUND		
-----		

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ALASKA RUBBER GROUP INC DBA ARG INDUSTRIAL	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70000353	304.30
ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80130962	182.58
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80131148	239.30
AT&T MOBILITY	CELL PHONE CHECK NO. - 00604047	12.43
BURGANS BLOCK LLC 1120 N DIVISION ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00604083	38.00
CENTURYLINK	TELEPHONE CHECK NO. - 00604168	319.42
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80131157	6,869.91
CONNELL OIL INC DBA CO-ENERGY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80131159	1,452.01
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80130975	941.71
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80131094	1,229.59
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80131094	601.11
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80131094	557.64
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70000357	718.35
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70000358	30.25
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80131095	58.22
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70000372	3,034.23
IIA LIFTING SERVICES INC	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80131177	5,200.00
LAKEYLAND INC DBA NORTHWEST SAFETY CLEAN	CLOTHING ALTERATIONS & REPAIRS ACH PMT NO. - 80131188	454.02
LIFE ASSIST INC	SAFETY SUPPLIES ACH PMT NO. - 80131184	762.14
MCCLOUGHLIN & EARDLEY GROUP dba SIRENNET.COM	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80131121	2,378.88

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NAPA AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY
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GENUINE PARTS CO	ACH PMT NO. - 80131109	524.55
NORCO INC	SAFETY SUPPLIES CREDIT CARD PMT NO. - 70000373	49.82
PACIFIC NW EMERGENCY EQUIPMENT dba GENERAL FIRE APPARATUS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80131114	133.42
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70000374	14.60
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00604111	24.75
SPOKANE EMERGENCY PHYSICIANS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80131199	8,265.98
STERICYCLE INC DBA SHRED-IT	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80131203	612.40
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00604054	405.38
US BANK P CARD PAYMENTS	BANK FEES ACH PMT NO. - 80131020	70.30
US BANK P CARD PAYMENTS	CELL PHONE ACH PMT NO. - 80131020	554.35
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80131020	154.72
US BANK P CARD PAYMENTS	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80131020	13.00
US BANK P CARD PAYMENTS	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80131020	20.17
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80131020	2,004.87
US BANK P CARD PAYMENTS	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80131020	83.44
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	855.70
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80131020	1,179.68
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80131020	177.06
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80131020	142.64
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80131020	1,417.05

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80131020	4,017.66
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80131020	5,424.40

WA STATE DEPT OF REVENUE	CLOTHING	11.73
	-	
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES	2.21
	-	
WA STATE DEPT OF REVENUE	SAFETY SUPPLIES	361.59
	-	
TOTAL FOR 1970 - FIRE/EMS FUND		51,905.56
-----		
1980 - DEFINED CONTRIBUTION ADMIN FND		
-----		
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80131020	700.00
TOTAL FOR 1980 - DEFINED CONTRIBUTION ADMIN FND		700.00
-----		
1985 - VOYA DEFINED CONTR ADMIN FUND		
-----		
R.V. KUHNS & ASSOCIATES, INC. DBA RVK, INC	ADVISORY TECHNICAL SERVICE CHECK NO. - 00604108	8,100.78
TOTAL FOR 1985 - VOYA DEFINED CONTR ADMIN FUND		8,100.78
-----		
1990 - TRANSPORTATION BENEFIT FUND		
-----		
ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONTRACTUAL SERVICES CHECK NO. - 00604075	5,886.49
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80131020	85.00
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	7.64
	-	
TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND		5,979.13
-----		
3200 - ARTERIAL STREET FUND		
-----		
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80130968	1,573.06
CAMERON-REILLY LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80131154	374,921.67
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
INLAND INFRASTRUCTURE LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80131179	19,217.78
KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80130993	25,088.13
LSB CONSULTING ENGINEERS PLLC	CONTRACTUAL SERVICES ACH PMT NO. - 80130994	409.02

PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80131062	7,615.00
WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80131137	712.90
WA STATE DEPT/TRANSPORTATION	CONTRACTUAL SERVICES ACH PMT NO. - 80131137	43.05
TOTAL FOR 3200 - ARTERIAL STREET FUND		----- 429,580.61

4100 - WATER DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80130958	90.84
ANATEK LABS INC	CONTRACTUAL SERVICES CREDIT CARD PMT NO. - 70000368	1,410.00
BLACK REALTY MANAGEMENT ATTN: LUIS MEJIA	REFUNDS CHECK NO. - 00604089	528.52
CASCADE INDUSTRIAL SERVICES LL 2462 W CHRISSEAN CT	REFUNDS CHECK NO. - 00604090	1,500.00
CENTURYLINK	TELEPHONE CHECK NO. - 00604049	168.92
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80131158	7,107.35
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80130975	459.35
CRYSTAL ZHOU 1375 PLYMOUTH AVE	REFUNDS CHECK NO. - 00604091	171.57
DOUGLAS KRAMER 3317 Q STREET NW	REFUNDS CHECK NO. - 00604104	211.74
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80131094	1,037.52
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80131171	37.87
FORREST AND ANNETTE SHANNON 3505 S BEST RD	REFUNDS CHECK NO. - 00604094	138.76

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FRED KIRSCHNER 2801 S SUMMIT BLVD	REFUNDS CHECK NO. - 00604092	0.52
GEE AUTOMOTIVE LIBERTY LAKE LLC DBA MERCEDES-BENZ OF	VEHICLES CHECK NO. - 00604173	75,986.93
H D FOWLER COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80131101	48,474.27
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80131103	550.54
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE	

	ACH PMT NO. - 80130992	782.45
KELLY PATRICK	PERMITS/OTHER FEES CHECK NO. - 00604052	193.00
LAWRENCE B STONE PROP 261 PO BOX 3949	REFUNDS CHECK NO. - 00604095	53.14
NEPTUNE TECHNOLOGY GROUP INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80131111	1,894.42
NORCO INC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70000344	764.53
NORTHEAST PUBLIC DEVELOPMENT AUTHORITY	OTHER MISC CHARGES ACH PMT NO. - 80131113	1,263.85
PEGGY A ROSE 7 WALNUTWAY CT	REFUNDS CHECK NO. - 00604096	135.00
RAY TURF FARMS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80131118	346.30
RC SCHWARTZ 159 S COWLEY	REFUNDS CHECK NO. - 00604098	323.66
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70000346	724.01
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00604113	790.10
STELLAR INDUSTRIAL SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80131128	159.39
TIMOTHY SMITH 11344 BALDY MTN RD	REFUNDS CHECK NO. - 00604099	120.22
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80131020	1,375.32
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80131020	1,995.66
US BANK P CARD PAYMENTS	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80131020	402.37

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80131020	4,318.81
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80131020	2,075.32
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	2,665.86
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80131020	3,446.23
US BANK P CARD PAYMENTS	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80131020	275.76
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80131020	210.00

US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80131020	676.04
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80131020	60.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80131020	36,619.81
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80131020	1,328.44
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	68.09
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	30.33
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	199.31
TOTAL FOR 4100 - WATER DIVISION		----- 201,172.12

4250 - INTEGRATED CAPITAL MANAGEMENT

BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80131043	8,874.87
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80131126	296.14
DW EXCAVATING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80131168	229,882.19
ECO COUNTER INC	MINOR EQUIPMENT ACH PMT NO. - 80130979	3,784.48
ECO COUNTER INC	OPERATING SUPPLIES ACH PMT NO. - 80130979	1,588.13

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ECO COUNTER INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80131051	4,767.66
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80131102	1,000.00
INLAND INFRASTRUCTURE LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80131179	10,054.15
KUTAK ROCK LLP	PROFESSIONAL SERVICES ACH PMT NO. - 80131058	3,605.00
LANDMARK STRUCTURES I LP	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80131181	158,516.59
LEGEND INVESTMENTS CORP DBA NATIONAL BARRICADE CO OF	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80131110	875.56
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80130994	3,238.99



MAX J KUNEY COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80131060	409,843.10
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80131003	21,155.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80131020	195.00
WA STATE DEPT/TRANSPORTATION EASTERN REGION	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00604056	79.06
WILSON & COMPANY INC ENGINEERS & ARCHITECTS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80131070	64,757.00
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		922,512.92

4300 - SEWER FUND

FRED KIRSCHNER 2801 S SUMMIT BLVD	REFUNDS CHECK NO. - 00604093	328.25
TOTAL FOR 4300 - SEWER FUND		328.25

4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80131076	3,325.61
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80131079	916.14
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80131082	1,514.85

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80131082	192.31
CENTURYLINK	TELEPHONE CHECK NO. - 00604076	330.88
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80130971	5,352.29
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80131088	211.71
CUESTA SPRINGS ICE COMPANY OF IDAHO LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80131089	152.06
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80131090	1,430.79
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80131091	17.10
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70000354	330.00
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES	

	CREDIT CARD PMT NO. - 70000346	104.65
SPOKANE HOUSE OF HOSE INC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70000348	503.61
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80131020	5,261.33
US BANK P CARD PAYMENTS	MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80131020	4,905.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	1,031.00
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80131020	4,830.92
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80131020	47.00
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80131020	5.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80131020	358.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80131020	495.42
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80131020	2,112.14
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80131020	15.08

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	83.38
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	20.63
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		33,546.90

4320 - RIVERSIDE PARK RECLAMATION FAC

ADAMS TRACTOR CO INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00604071	679.63
ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80131036	315.00
ATS INLAND NW LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80131080	1,351.60
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80131039	276.14
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80131039	15.73
CENTURYLINK	TELEPHONE CHECK NO. - 00604049	8,622.03

COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80131047	3,863.22
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	OPERATING SUPPLIES ACH PMT NO. - 80131048	5,469.31
COMCAST	IT/DATA SERVICES CHECK NO. - 00604170	214.91
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80131088	1,772.53
CUESTA SPRINGS ICE COMPANY OF IDAHO LLC	OPERATING SUPPLIES ACH PMT NO. - 80131089	30.41
ELJAY OIL CO INC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70000355	1,230.17
ENDRESS+HAUSER INC C/O FIELD INSTRUMENTS & CONTRO	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70000350	9,628.91
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	TESTING SERVICES CREDIT CARD PMT NO. - 70000356	285.00
GOBLE SAMPSON ASSOCIATES	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80131098	2,024.68
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80131053	58.22

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GRAINGER INC	SAFETY SUPPLIES ACH PMT NO. - 80130984	768.23
HASA INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80131055	31,022.83
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80131056	16,162.85
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80130992	113.06
JOSEPH MITCHELL SETY III	PERMITS/OTHER FEES CHECK NO. - 00604110	189.00
MCKINSTRY CO LLC LOCKBOX	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80131061	2,322.79
OXARC INC	SAFETY SUPPLIES CREDIT CARD PMT NO. - 70000352	4,130.69
PUMPTECH HOLDINGS LLC DBA K & N AN IMPEL COMPANY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80131057	8,533.50
REFRIGERATION SUPPLIES DISTRIBUTOR	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00604074	3,030.20
SMARTSIGHTS TECHNOLOGIES LLC DBA SMARTSIGHTS LLC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80131122	981.00
TYESON JAMES SCHULTZ	PERMITS/OTHER FEES ACH PMT NO. - 80131074	166.00

T-MOBILE	CELL PHONE CHECK NO. - 00604117	326.11
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80131020	1,019.14
US BANK P CARD PAYMENTS	LUBRICANTS ACH PMT NO. - 80131020	1,352.52
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80131020	768.23
US BANK P CARD PAYMENTS	MINOR SAFETY EQUIPMENT ACH PMT NO. - 80131020	1,079.80
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	774.77
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80131020	31,960.11
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80131020	1,416.24
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80131020	2,212.31

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80131020	1,594.47
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	198.16
WA STATE DEPT OF REVENUE	SMALL TOOLS -	42.96
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		146,002.46

4330 - STORMWATER

ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80131078	227.88
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80131079	916.14
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80131082	4,133.08
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80131082	54.24
BROOKS APPLIED LABS LLC	TESTING SERVICES ACH PMT NO. - 80131042	775.00
CENTURYLINK	TELEPHONE CHECK NO. - 00604076	2,662.48
STARPLEX CORP	CONTRACTUAL SERVICES ACH PMT NO. - 80131127	22,298.88
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO	

	ACH PMT NO. - 80131020	1,559.65
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80131020	2,798.98
TOTAL FOR 4330 - STORMWATER		----- 35,426.33

4490 - SOLID WASTE DISPOSAL

ABSOLUTE MACHINING SOLUTIONS LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80131035	8,038.75
ADVANCED UNDERGROUND UTILITY LOCATING INC	PROFESSIONAL SERVICES ACH PMT NO. - 80130959	1,350.00
ATLAS COPCO USA HOLDING INC dba ATLAS COPCO RENTAL LLC	OPERATING RENTALS/LEASES ACH PMT NO. - 80131038	35,588.50
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80130966	517.82

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO. - 80131041	236.53
BROADWAY TRUCK STOP/DIV OF ALSAKER CORP	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00604048	374.39
CENTURYLINK	TELEPHONE CHECK NO. - 00604049	73.74
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70000338	2,416.58
CINTAS CORPORATION	TELEPHONE CREDIT CARD PMT NO. - 70000338	11,020.29
ELJAY OIL CO INC	LUBRICANTS CREDIT CARD PMT NO. - 70000340	679.51
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR CREDIT CARD PMT NO. - 70000349	1,612.59
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80131052	356.54
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80131052	1,645.24
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80131052	326.07
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80130987	6,869.67
PEINER USA, INC.	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80131063	7,851.34
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80131115	55,986.14
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00604054	569.10

US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80131020	219.59
US BANK P CARD PAYMENTS	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80131020	132.75
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80131020	1,173.93
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80131020	401.09
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	1,677.09
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80131020	5,919.44

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80131020	830.27
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80131020	801.04
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80131020	44.82
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80131020	335.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80131020	45,421.50
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80131020	249.32
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80131020	289.45
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80131020	757.56
VYANET OPERATIONS GROUP dba ALLIED FIRE & SECURITY	ALARM/SECURITY SERVICES ACH PMT NO. - 80130963	192.21
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	1,178.81

TOTAL FOR 4490 - SOLID WASTE DISPOSAL -----  
195,136.67

4500 - SOLID WASTE COLLECTION

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80131037	2,282.44
C & C YARD CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80131084	1,187.59
CINTAS CORPORATION NO 2	OPERATING SUPPLIES ACH PMT NO. - 80131045	163.53

DAVID M HOCHSTEDLER	PERMITS/OTHER FEES ACH PMT NO. - 80131032	136.00
DUSTIN H CHENEY	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00604050	18.26
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80131095	83.17
ROBERT J LYNCH	PERMITS/OTHER FEES CHECK NO. - 00604105	136.00
SPOKANE COUNTY TREASURER	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80131067	166,463.62

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TRANSPORT EQUIPMENT INC	VEHICLES ACH PMT NO. - 80131205	640,519.81
US BANK P CARD PAYMENTS	MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80131020	168.95
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	366.41
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80131020	268.38
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80131020	139.52
TOTAL FOR 4500 - SOLID WASTE COLLECTION		811,933.68

4530 - SOLID WASTE LANDFILLS

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80130966	1,450.32
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80131020	124.59
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80131020	268.13
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80131020	128.36
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		1,971.40

4600 - GOLF FUND

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00604054	1,075.92
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80131020	125.63
US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT ACH PMT NO. - 80131020	146.71
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	

	ACH PMT NO. - 80131020	1,773.57
US BANK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80131020	2,409.47
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80131020	3,138.19
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	59.70

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINTENANCE -	69.48
WA STATE DEPT OF REVENUE	REPAIRS/MAINTENANCE -	40.36
TOTAL FOR 4600 - GOLF FUND		8,839.03

4700 - DEVELOPMENT SVCS CENTER

MAINSTREAM ELECTRIC LLC 12822 E INDIANA AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00604084	45.00
OPPORTUNITY INDUSTRIES 102 S VISTA	PERMIT REFUNDS PAYABLE CHECK NO. - 00604085	15.00
PRO MECHANICAL SERVICES INC PO BOX 6526	PERMIT REFUNDS PAYABLE CHECK NO. - 00604176	15.00
RIGHT NOW HEATING AND COOLING 212 EVANS ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00604087	45.00
SPECIALTY HOME PRODUCTS 2222 E MALLON	PERMIT REFUNDS PAYABLE CHECK NO. - 00604086	287.50
SPOKANE NEIGHBORHOOD ACTION PARTNERS	PERMIT REFUNDS PAYABLE CHECK NO. - 00604177	20.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00604054	385.75
US BANK P CARD PAYMENTS	BANK FEES ACH PMT NO. - 80131020	211.05
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	400.48
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80131020	67.14
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80131020	948.57
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80131020	18.61
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80131020	331.25
US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80131020	400.90



US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80131020	179.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80131207	1,539.80

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80131207	920.23
VISION BUILT CONSTRUCTION INC 2900 N GOVERNMENT WAY STE 327	PERMIT REFUNDS PAYABLE CHECK NO. - 00604088	680.00
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	0.74
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		6,511.02

5100 - FLEET SERVICES FUND

AMERICAN RADIATOR INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80131151	5,105.48
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80131152	36.85
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70000369	1,518.76
CINTAS CORPORATION NO 2	SAFETY SUPPLIES ACH PMT NO. - 80131156	580.08
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80131157	57,075.80
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80131159	3,095.38
DEVRIES INFORMATION MANAGEMENT	PROFESSIONAL SERVICES ACH PMT NO. - 80131164	8.55
EMERALD SERVICES INC	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00604171	44.80
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE CREDIT CARD PMT NO. - 70000341	178.76
FLEET PAINTING INC	EQUIPMENT REPAIRS/MAINTENANCE CREDIT CARD PMT NO. - 70000371	3,853.15
GENUINE PARTS COMPANY DBA NAPA AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80130999	330,697.13
GWP HOLDINGS LLC DBA DOBBS PETERBILT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80131167	25,321.19
JHAB3 CO DBA MEINEKE CAR CARE CENTER	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00604178	4,594.81
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80131001	1,317.18

PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80131192	7,363.08
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

POMP'S TIRE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80131116	1,460.60
SHAMROCK AUTOMOTIVE DBA ZIEBART OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80131209	85.84
THERMO FLUIDS INC	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00604181	128.45
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80131020	1,139.56
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80131020	1,702.69
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	84.76
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80131020	4,360.00
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80131020	1,762.58
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80131020	1,059.73
US BANK P CARD PAYMENTS	SMART PHONES, IPAD, TABLETS ACH PMT NO. - 80131020	164.67
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	1.48
TOTAL FOR 5100 - FLEET SERVICES FUND		452,741.36

5200 - PUBLIC WORKS AND UTILITIES

ALLIED ENVELOPE	OPERATING SUPPLIES ACH PMT NO. - 80130962	23,126.84
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00604054	42,555.80
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	303.17
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80131020	60.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80131134	138.86
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		66,184.67

5300 - IT FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ACCELA INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80130957	227,344.30
MITCHELL HUMPHREY & CO	SOFTWARE MAINTENANCE ACH PMT NO. - 80130997	105,724.55
PRO MECHANICAL SERVICES INC	HARDWARE MAINTENANCE ACH PMT NO. - 80131065	15,359.49
STRUCTURED COMMUNICATION SYSTEMS INC	HARDWARE MAINTENANCE ACH PMT NO. - 80131015	34,405.67
SYSTEM INNOVATORS DIV OF N HARRIS COMPUTER CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80131016	19,464.99
US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80131020	540.68
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80131020	1,446.98
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	25.18
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80131020	310.66
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80131020	1,150.37
US POSTMASTER	PREPAID POSTAGE CHECK NO. - 00604055	1,000.00
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	3.47
TOTAL FOR 5300 - IT FUND		406,776.34

5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80131090	7,920.72
TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		7,920.72

5400 - REPROGRAPHICS FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80131088	10,253.65
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80131020	1,873.85
US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE ACH PMT NO. - 80131020	228.90

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5400 - REPROGRAPHICS FUND		----- 12,356.40
5500 - PURCHASING & STORES FUND		
-----		
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	61.01
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80131020	8.50
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80131020	850.00
TOTAL FOR 5500 - PURCHASING & STORES FUND		----- 919.51
5600 - ACCOUNTING SERVICES		
-----		
CALEB STANTON	TUITION REIMBURSEMENT ACH PMT NO. - 80131144	1,000.00
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80131164	6.83
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	14.61
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80131020	75.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80131020	179.00
TOTAL FOR 5600 - ACCOUNTING SERVICES		----- 1,275.44
5700 - MY SPOKANE		
-----		
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	35.72
TOTAL FOR 5700 - MY SPOKANE		----- 35.72
5750 - OFFICE OF PERFORMANCE MGMT		
-----		
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80131022	213.70
VOLT MANAGEMENT CORP DBA VOLT WORKFORCE SOLUTIONS	CONTRACTUAL SERVICES ACH PMT NO. - 80131136	13,464.00
TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		----- 13,677.70

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5800 - RISK MANAGEMENT FUND

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ALTERNATIVE SERVICE CONCEPTS      INSURANCE ADMINISTRATION

ACCT #1254375	ACH PMT NO. - 80130976	28,379.50
DIRTT ENVIRONMENTAL SOLUTIONS INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80131165	638.40
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00604054	460.23
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00604054	460.23-
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80131206	27,986.96
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80131020	36.93
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80131020	50.00
VICTOR J GIAMPIETRI II DBA WA STATE FIRST AID	CONTRACTUAL SERVICES ACH PMT NO. - 80131024	1,200.00
TOTAL FOR 5800 - RISK MANAGEMENT FUND		58,291.79

5810 - WORKERS' COMPENSATION FUND

DIRTT ENVIRONMENTAL SOLUTIONS INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80131165	638.40
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		638.40

5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80131163	31,063.99
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80131180	137,211.42
LIFEWISE ASSURANCE CO	INSURANCE PREMIUMS ACH PMT NO. - 80131106	31,311.05
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80131117	659,126.54
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		858,713.00

5900 - FACILITIES MANAGEMENT FUND OPS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80130973	3,546.04
CRANETECH INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00604078	718.12
INLAND ELEVATOR LLC	BUILDING REPAIRS/MAINTENANCE	

	ACH PMT NO. - 80130990	386.96
MCKINSTRY CO LLC LOCKBOX	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80131107	3,971.21
OVERHEAD DOOR CORPORATION DBA WAYNE DALTON SALES &	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00604119	1,765.96
PACIFIC POWER GROUP LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80131190	10,907.81
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80131201	32,440.08
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80131020	117.53
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80131020	28.85
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80131020	672.53
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80131020	788.13
US BANK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80131020	55.00
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80131020	1,546.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80131020	14,110.31
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80131020	12.81
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	122.87
		-----
	TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS	71,190.21

5902 - PROPERTY ACQUISITION POLICE

GUNARAMA WHOLESALE INC	CLOTHING ACH PMT NO. - 80131100	599.29
GUNARAMA WHOLESALE INC	SALE OF SCRAP/JUNK/SURPLUS ACH PMT NO. - 80131100	16,845.95-

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AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GUNARAMA WHOLESALE INC	WEAPONS/FIREARMS/SIGNALGUNS ACH PMT NO. - 80131100	22,203.30
SAFEWARE INC	CAMERAS AND PROJECTION EQUIPMT CHECK NO. - 00604109	9,543.01
SUMURI LLC	COMPUTER/MICRO EQUIPMENT CREDIT CARD PMT NO. - 70000364	13,781.75
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80131020	151.18-

US BANK P CARD PAYMENTS	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80131020	1,078.01
ZACHARY TEMPLIN	PROFESSIONAL SERVICES CHECK NO. - 00604115	1,700.67
TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE		31,908.90

5903 - PROPERTY ACQUISITION FIRE

ALASKA RUBBER GROUP INC DBA ARG INDUSTRIAL	MINOR EQUIPMENT CREDIT CARD PMT NO. - 70000366	183.14
PACIFIC NW EMERGENCY EQUIPMENT dba GENERAL FIRE APPARATUS	MINOR EQUIPMENT ACH PMT NO. - 80131191	16,742.10
PACIFIC NW EMERGENCY EQUIPMENT dba GENERAL FIRE APPARATUS	VEHICLES ACH PMT NO. - 80131114	1,493.66
THE HIDE OUT/ROYCE SHIELDS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80131176	94.28
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80131020	4,941.75
US BANK P CARD PAYMENTS	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80131020	7,407.64
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	347.46
TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE		31,210.03

5904 - FACILITIES CAPITAL

CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE/EQUIPMENT ACH PMT NO. - 80130974	2,318.67
TOTAL FOR 5904 - FACILITIES CAPITAL		2,318.67

6200 - FIREFIGHTERS' PENSION FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80131163	4,782.00
EVERGREEN FOUNTAINS LLC	SERVICE REIMBURSEMENT CHECK NO. - 00604080	4,820.00
EVERGREEN FOUNTAINS LLC	SERVICE REIMBURSMENT CHECK NO. - 00604080	500.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00604081	26,046.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSMENT CHECK NO. - 00604081	9,185.00

LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80131106	3,452.30
MADRONA PEAK LLC GENERATIONS HOME CARE	SERVICE REIMBURSEMENT CHECK NO. - 00604082	636.64
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80131117	63,993.72
ROSAUERS PHARMACY	SERVICE REIMBURSEMENT CHECK NO. - 00604107	27.27
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		113,442.93

6255 - LAW ENFORCEMENT RECORDS MGMT

SPOKANE COUNTY TREASURER	DEPOSIT-COUNTY ACH PMT NO. - 80131198	6,957.50
TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT		6,957.50

6300 - POLICE PENSION

DAVID N ANDERSON	SERVICE REIMBURSEMENT ACH PMT NO. - 80131142	150.00
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80131163	1,122.00
EVERGREEN FOUNTAINS LLC	SERVICE REIMBURSEMENT CHECK NO. - 00604080	5,024.00
EVERGREEN FOUNTAINS LLC	SERVICE REIMBURSEMENT CHECK NO. - 00604080	500.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00604081	11,207.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00604081	2,135.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80131106	2,512.75
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80131117	34,820.17
ROSAUERS PHARMACY	SERVICE REIMBURSEMENT CHECK NO. - 00604107	315.92
SPOKANE VALLEY EAR NOSE & THROAT CENTER PS	SERVICE REIMBURSEMENT CHECK NO. - 00604114	85.50
TERRY CARE GROUP LLC dba MURANO SENIOR LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00604116	7,500.00
TERRY CARE GROUP LLC dba MURANO SENIOR LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00604116	1,600.00



TOTAL FOR 6300 - POLICE PENSION 66,972.34

6920 - CLAIMS CLEARING FUND

-----  
JP MORGAN COMMERCIAL CARD WARRANTS PAYABLE  
SOLUTIONS CHECK NO. - 00604174 533,682.12

TOTAL FOR 6920 - CLAIMS CLEARING FUND -----  
533,682.12

TOTAL CLAIMS -----  
6,168,321.33

**Agenda Sheet for City Council:****Committee: Date:** N/A**Committee Agenda type:****Date Rec'd**

7/10/2024

**Clerk's File #**

CPR 2024-0003

**Cross Ref #****Project #****Council Meeting Date:** 07/15/2024**Submitting Dept**

ACCOUNTING &amp; GRANTS

**Bid #****Contact Name/Phone**

MICHELLE 6032

**Requisition #****Contact E-Mail**

MMURRAY@SPOKANECITY.ORG

**Agenda Item Type**

Claim Item

**Council Sponsor(s)****Agenda Item Name**

5600-ACCOUNTING-PAYROLL

**Agenda Wording**

Report of the Mayor of pending payroll claims of previously approved obligations through: July 6, 2024.

Payroll check #573190 through check #573466 \$10,365,403.95

**Summary (Background)**

N/A

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget?

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

**Narrative****Amount****Budget Account**

Expense

\$ 10,365,403.95

# Various

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



**PAYROLL RECAP BY FUND**  
**PAY PERIOD ENDING JULY 6, 2024**

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	13,448.02
0230	CIVIL SERVICE	46,786.56
0260	CITY CLERK	21,707.20
0320	COUNCIL	54,131.20
0330	PUBLIC AFFAIRS / COMMUNICATIONS	33,938.93
0370	ENGINEERING SERVICES	203,622.74
0410	FINANCE	38,240.92
0450	CD/HS DIVISION	13,408.96
0470	HISTORIC PRESERVATION	8,064.80
0480	OFFICE OF CIVIL RIGHTS,EQUITY, & INCLUSION	8,419.20
0500	LEGAL	146,708.96
0520	MAYOR	34,946.40
0550	NEIGHBORHOOD SERVICES	19,389.60
05601	MUNICIPAL COURT	132,376.63
0570	OFFICE OF HEARING EXAMINER	6,786.40
0620	HUMAN RESOURCES	32,520.80
0650	PLANNING SERVICES	64,894.40
0680	POLICE	2,614,527.92
0690	PROBATION SERVICES	82,059.26
0700	PUBLIC DEFENDERS	99,149.81
0750	ECONOMIC DEVELOPMENT	9,190.56
0860	TREASURER	0.00
	TOTAL GENERAL FUND	3,684,319.27

FUND	FUND NAME	TOTAL
1100	STREET	294,086.23
1200	CODE ENFORCEMENT	68,994.55
1300	LIBRARY	278,939.61
1380	TRAFFIC CALMING MEASURES	3,317.60
1390	URBAN FORESTRY	2,719.20
1400	PARKS AND RECREATION	578,142.88
1425	AMERICAN RESCUE PLAN	2,156.26
1460	PARKING METER	35,997.70
1595	HOUSING SALES TAX	0.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	20,973.36
1625	PUBLIC SAFETY PERSONNEL	228,884.23
1680	CD/HS	67,849.81
1910	CRIMINAL JUSTICE ASSISTANCES	2,460.00
1970	EMS FUND	2,102,877.16
4100	WATER	509,491.07
4250	INTEGRATED CAPITAL FUND	61,909.20
4300	SEWER	701,720.91
4480	REFUSE	703,123.54
4600	GOLF	81,771.91
4700	GENERAL SERVICES FUND	236,466.82
5100	FLEET SERVICE	128,494.86
5200	PUBLIC WORKS & UTILITY FUND	58,922.82
5300	MIS	194,955.68
5400	REPROGRAPHICS	5,190.40
5500	PURCHASING	28,420.80
5600	ACCOUNTING SERVICES	132,710.48
5700	MY SPOKANE	36,876.28
5750	PROJECT MANAGEMENT OFFICE	25,197.76
5800	RISK MANAGEMENT	14,342.40
5810	WORKER'S COMPENSATION	9,773.60
5830	SELF-FUNDED MEDICAL/DENTAL	9,361.03
5900	ASSET MANAGEMENT	44,869.33
6060	CITY RETIREMENT	10,087.20
	TOTAL	10,365,403.95

# MINUTES OF SPOKANE CITY COUNCIL

Monday, June 24, 2024

## BRIEFING SESSION

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

### Roll Call

On roll call, Council President Wilkerson and Council Members Bingle, Cathcart, Dillon, Klitzke, Navarrete, and Zappone were present.

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

### Candidate Interviews – Plan Commission

The City Council interviewed three candidates (David Edwards, Amber Lenhart, and Jill Yotz) for appointments to the Plan Commission.

### Executive Session

The City Council recessed at 3:50 p.m. and immediately reconvened into an Executive Session to discuss Labor Negotiations with Finance Director Matt Boston for 15 minutes. City Attorney Mike Piccolo joined the Executive Session at 4:01 p.m. The Executive Session ended at 4:05 p.m., at which time the City Council reconvened its Briefing Session.

### Current Agenda Review

The City Council reviewed the June 24, 2024, Current Agenda.

CHHS Board Recommendations for Department of Commerce Homeless, Housing, Operations, and Services funding allocations (OPR 2024-0439) (Deferred from June 3, 2024, Agenda) (Council Sponsors: Council Members Zappone, Klitzke, and Bingle)

**Motion** by Council Member Zappone, seconded by Council Member Klitzke, **to adopt** the Navarrete amendment submitted on behalf of City Administration and filed on May 30, 2024; **carried 5-2.**

Low Bid of Shamrock Paving, Inc. for 2024 Paving Unpaved Streets Project (OPR 2024-0351 / ENG 2024049 / ENG 2024050 / ENG 2024051) (Deferred from June 10, 2024,

Agenda (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

**Motion** by Council Member Zappone, seconded by Council Member Bingle, **to defer indefinitely** the Low Bid of Shamrock Paving, Inc. for 2024 Paving Unpaved Streets project; **carried 7-0.**

Contract Amendment with Benevate, Inc. dba Neighborly Software (OPR 2020-0935) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

**Motion** by Council Member Zappone, seconded by Council Member Klitzke, **to adopt** the Zappone proposed amendment filed on June 21, 2024 (amends previous version of Contract Amendment with an updated revised version and updates the dollar amount from \$14,000 to \$52,750); **carried 7-0.**

Developer Agreement regarding construction of sewer system to serve properties in the Lower Terrace area (OPR 2024-0497) (Council Sponsors: Council Members Zappone, Bingle and Klitzke)

**Motion** by Council Member Bingle, seconded by Council Member Dillon, **to defer indefinitely the** Developer Agreement regarding the construction of a pump station, force main, gravity sewer system to serve properties in the Lower Terrace (Northwest) area of the City of Spokane; **carried 7-0.**

Resolution 2024-0053 (Deferred from June 3, 2024, Agenda) (Council Sponsors: Council Members Zappone, Klitzke, and Dillon)

**Main Motion** by Council Member Zappone, seconded by Council Member Klitzke, **to adopt** the Zappone Proposed Amendment to Resolution 2024-0053 (referred to as “Safe Streets Now!”) filed June 21, 2024 (amends previous version of Resolution 2024-0053 with an updated revised version); with

**Motion** by Council Member Klitzke, seconded by Council Member Zappone, **to suspend** Council Rules to consider the Dillon/Klitzke/Zappone amendment; **carried 6-1**; and

**Motion** by Council Member Zappone, seconded by Council Member Dillon, **to amend** the Zappone Proposed Amendment with the Dillon/Klitzke/Zappone Proposed Amendment filed June 24, 2024; **carried 7-0.**

**Main Motion** by Council Member Zappone, seconded by Council Member Klitzke, **to adopt** the Zappone Proposed Amendment to Resolution 2024-0053, as amended; **carried 7-0.**

Resolution 2024-0055 (Council Sponsors: Council Members Zappone, Bingle, and Dillon)

**Motion** by Council Member Bingle, seconded by Council Member Cathcart, **to defer** Resolution 2024-0055—adopting the City of Spokane’s federal legislative agenda for the years 2024-2025—to July 8, 2024, Agenda; **carried 7-0.**

Resolution 2024-0056 (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

**Motion** by Council Member Zappone, seconded by Council Member Bingle, **to suspend** Council Rules for the purpose of adding a name to Resolution 2024-0056 (appointing the Budget Director for the Spokane City Council); **carried 6-1.**

**Motion** by Council Member Zappone, seconded by Council Member Bingle, **to add** Katherine Fairborn’s name to the blank in Resolution 2024-0056; **carried 7-0.**

(Council Member Klitzke left the meeting at 4:59 p.m. and returned at 5:00 p.m., during the below action on Ordinance C36517.)

Final Reading Ordinance C36517 (as amended on April 29, 2024) (Council Sponsors: Council President Wilkerson and Council Member Klitzke)

**Motion** by Council Member Zappone, seconded by Council Members Klitzke and Dillon, **to adopt** the Zappone Proposed Amendment to Final Reading Ordinance C36517—establishing the Transportation Commission—filed June 21, 2024 (amends previous version by replacing with updated amended version); **carried 4-2.**

Final Reading Ordinance C36120 (First Reading held October 25, 2021) (Council Sponsors: Council Members Zappone and Klitzke)

**Motion** by Council Member Bingle, seconded by Council Member Klitzke, **to defer** Final Reading Ordinance C36120—vacating the east 55 feet of Adams Street from the south line of Third Avenue to the north line of I-90, together with the alley between Third Avenue and I-90, from the east line of Adams Street to the west line of Jefferson Street—to July 15, 2024, Agenda; **carried 7-0.**

First Reading Ordinance C36532 (Council Sponsors: Council President Wilkerson and Council Members Navarrete and Dillon)

**Motion** by Council Member Klitzke, seconded by Council Member Dillon, **to adopt** the Wilkerson proposed amendment to First Reading Ordinance C36532—relating to the City’s Code of Ethics—filed on June 21, 2024; **carried 6-1.**

First Reading Ordinance C36534 (Council Sponsors: Council Members Dillon and Klitzke)

**Motion** by Council Member Cathcart, seconded by Council President Wilkerson, **to adopt** the Cathcart proposed amendment to First Reading Ordinance C36534—titled “Gun Violence Prevention for a Safer Spokane,” relating to the establishment provisions relating to firearms safety and prevention—filed on June 21, 2024; **rejected 2-5.**

### **Action to Approve June 24, 2024, Current Agenda**

Following staff reports and Council inquiry and discussion regarding the June 24, 2024, Current Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):



**Motion** by Council Member Klitzke, seconded by Council Member Dillon, **to approve** the June 24, 2024, Current Agenda (as amended); **carried 6-1.**

### **Advance Agenda Review**

There was no Advance Agenda review, as the July 1, 2024, City Council Meeting was canceled.

### **Council Recess**

The City Council recessed at 5:20 p.m. The City Council reconvened at 6:01 p.m. for the Legislative Session.

## **LEGISLATIVE SESSION**

### **Land Acknowledgement**

Council President Wilkerson started the meeting off by reading the “Land Acknowledgement” (adopted by City Council on March 22, 2021, under Resolution 2021-0019) which appears on page 2 of the agenda.

### **Pledge of Allegiance**

The Pledge of Allegiance was led by Council President Wilkerson.

### **Roll Call**

On roll call, Council President Wilkerson and Council Members Bingle, Cathcart, Klitzke, Navarrete, and Zappone were present. Council Member Dillon arrived at 6:11 p.m.

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

### **Recognition of Council Director Giacobbe Byrd**

Council President Wilkerson recognized Giacobbe Byrd for reaching his five-year milestone with the City Council Office and presented him with a five-year pin. Council Members commented on Mr. Byrd’s achievement, and Mr. Byrd expressed appreciation for the recognition.

There were no **Proclamations.**

## **BOARD AND COMMISSION APPOINTMENTS**

### **Appointments to Plan Commission (CPR 1981-0295)**

The following action was taken:

**Motion** by Council Member Zappone, seconded by Council Member Klitzke, **to approve** the two Plan Commission appointments, **with motion** by Council Member Bingle, seconded by Council Member Cathcart **to withdraw** the motion made by Council Member Zappone; **carried 6-0.**

Council Member Cathcart requested the appointments be split into two different votes. The following actions were taken:

**Motion** by Council Member Klitzke, seconded by Council Member Zappone, **to approve** (and thereby confirm) the appointment of David Edwards to the Plan Commission to serve a three-year term from June 24, 2024, to June 24, 2027; **carried 5-1.**

(Council Member Dillon arrived to the meeting at 6:11 p.m.)

**Motion** by Council Member Zappone, seconded by Council Member Klitzke, **to approve** (and thereby confirm) the appointment of Amber Lenhart to the Plan Commission to serve a three-year term from June 24, 2024, to June 24, 2027; **carried 5-2.**

## **REPORTS FROM COMMUNITY ORGANIZATIONS**

### **World Refuge Day**

Council President Wilkerson recognized World Refuge Day and thanked FEAST for the food in the Chase Gallery. She then invited guests to the podium to speak on the state of refugees.

## **CONSENT AGENDA**

After public testimony and Council commentary, the following actions were taken:

**Upon 4-3 Voice Vote**, the City Council **approved** CHHS Board Recommendations for Department of Commerce Homeless, Housing, Operations, and Services funding allocations for contract term of three years (July 1, 2024, through June 30, 2027) and approval to allow CHHS to enter into contract agreements with the subrecipients—Total Award Recommendation: \$7,649,705. (Taken separately) (As amended during the 3:30 p.m. Briefing Session) (Deferred from June 3, 2024, Agenda) (OPR 2024-0439) (Council Sponsors: Council Members Zappone, Klitzke, and Bingle)

**Upon 6-1 Voice Vote**, the City Council **approved** Purchase from Bud Clary Ford of two 2023 Mach E vehicles to be assigned solely to the Spokane Fire Department CARES

Team—\$108,382.66. (Taken separately) (OPR 2024-0486) (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)

**Upon 5-2 Voice Vote**, the City Council **approved** Contract Extension with Central Square for administration of the False Alarm Program for the Spokane Police Department through January 30, 2025—\$220,000 Revenue. (Taken separately) (OPR 2011-0535) (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)

**Upon 6-1 Voice Vote**, the City Council **approved** Amendment to Washington State Department of Commerce Housing Division Homelessness Assistance Unit System Demonstration Grant—additional \$9,100,203. Total award amount: \$24,921,140. (Taken separately) (OPR 2023-0701) (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)

**Upon 7-0 Voice Vote**, the City Council **approved** Staff Recommendations for the following items; **carried 7-0**:

Five-year Purchased Service Contract with RACOM Corporation (Spokane Valley, WA) for purchase and installation of electronic equipment and related components for the Spokane Fire Department's small response vehicles from June 1, 2024, through May 31, 2029—not to exceed \$100,000 for the first year and \$75,000 per year for the remainder of the contract term (plus tax, if applicable). (OPR 2024-0487 / IRFP 6106-24) (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)

Purchase from Aardvark Tactical of 28 new vests with accessories for the Spokane Police Department SWAT Team—\$98,694.05 (incl. tax and shipping). (OPR 2024-0488) (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)

Contract Renewal with ABM Industry Groups LLC (Spokane) for janitorial services for Spokane Police Department properties from June 1, 2024, through May 31, 2025—\$65,745.84 (plus tax, if applicable). (OPR 2021-0385) (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)

Low Bid of Shamrock Paving, Inc. (Spokane) for the Washington/Stevens Grind and Overlay project—\$1,985,000. An administrative reserve of \$198,500, which is 10% of the contract price, will be set aside. (Riverside Neighborhood) (OPR 2024-0489 / ENG 2023118) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Contracts for repairs and maintenance of medium and heavy-duty city-owned vehicles for 5 years from May 1, 2024, through April 30, 2029, with:

- a. Western Peterbilt, LLC dba Dobbs Peterbilt (Liberty Lake, WA) (primary vendor)—not to exceed \$4,000,000 (\$800,000 annually) (plus tax, if applicable). (OPR 2024-0490 / RFP 6037-24)

- b. Kenworth Sales Company (Spokane) (secondary vendor)—not to exceed \$1,000,000 (\$200,000 annually) (plus tax, if applicable). (OPR 2024-0491 / RFP 6037-24)
- c. Cummins Sales & Service (Spokane) (secondary vendor)—not to exceed \$1,000,000 (\$200,000 annually) (plus tax, if applicable). (OPR 2024-0492 / RFP 6037-24)
- d. Gordon Truck Centers, Inc. dba Freightliner Northwest (Spokane) (tertiary vendor)—not to exceed \$500,000 (\$100,000 annually) (plus tax, if applicable). (OPR 2024-0493 / RFP 6037-24)
- e. SWS Equipment, Inc. (Spokane Valley, WA) (tertiary vendor)—not to exceed \$500,000 (\$100,000 annually) (plus tax, if applicable). (OPR 2024-0494 / RFP 6037-24)
- f. RWC International, Ltd., RWC Group (Spokane Valley, WA) (tertiary vendor)—not to exceed \$500,000 (\$100,000 annually) (plus tax, if applicable). (OPR 2024-0495 / RFP 6037-24)

(Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Outside Special Counsel Contract Amendment with Keating, Bucklin & McCormack, Inc. P.S. (Seattle, WA) to assist the City in the legal matters of The Estate of Robert Bradley, et al. v. City of Spokane, et al.—additional \$100,000. (Total contract amount: \$250,000.) (OPR 2023-0240) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Personal Service Agreement with J. Stout Enterprises, LLC – J. Stout Auctions (Spokane) for ongoing public auction services for all city departments from July 1, 2024, through June 30, 2029—approximately \$300,000 Revenue estimated annually. (OPR 2024-0496 / RFP 6086-24) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Contract Amendment with Benevate, Inc. dba Neighborly Software (Atlanta, GA) for hosted software and support in order to carry out necessary notice of funding opportunities for the remaining ARPA projects from December 1, 2023, through November 30, 2024—\$14,000. (As amended during the 3:30 p.m. Briefing Session) (OPR 2020-0935) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Recommendation to list the Cook-Abele House, located at 1032 N. A Street, on the Spokane Register of Historic Places. (OPR 2024-0498) (Council Sponsors: Council Members Klitzke, Bingle, and Zappone)

Amended and Restated Interlocal Consortium Agreement with Spokane County under the Workforce Innovation and Opportunity Act of 2014. (OPR 2013-0448) (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)

Amended and Restated Interlocal Agreement with Spokane County to establish the Spokane Area Workforce Development Council as a Washington non-profit corporation and to designate the Spokane Area Workforce Development Council as the fiscal and administrative agent of the Spokane Area Consortium. (OPR 2013-0449) (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)

Consultant Agreement with MIG Inc. (Seattle, WA) to conduct a planning project to develop recommendations for Transit-Oriented Development on the Division Street Corridor from June 24, 2024, through December 31, 2025—not to exceed \$405,000 (plus tax). (Relates to Special Budget Ordinance C36530) (OPR 2024-0499) (Council Sponsors: Council Members Zappone, Klitzke, and Bingle)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through June 10, 2024, total \$9,543,321.94 (Check Nos.: 603502-603622; Credit Card Nos.: 000228-000253; ACH Payment Nos.: 130129-130342), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$9,175,448.79. (CPR 2024-0002)
- b. Claims and payments of previously approved obligations, including those of Parks and Library, through June 14, 2024, total \$11,652,019.46 (Check Nos.: 603623-603767; Credit Card Nos.: 000254-000279; ACH Payment Nos.: 130343-130569), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$10,961,745.82. (CPR 2024-0002)
- c. Payroll claims of previously approved obligations through June 8, 2024: \$10,053,317.01 (Check Nos.: 572624-572897). (CPR 2024-0003)

Minutes:

- a. City Council Meeting Minutes: June 3, June 6, and June 13, 2024. (CPR 2024-0013)
- b. City Council Urban Experience Standing Committee Meeting Minutes: June 10, 2024. (CPR 2024-0017)

## LEGISLATIVE AGENDA

### SPECIAL BUDGET ORDINANCES

#### **Special Budget Ordinance C36529 (Council Sponsors: President Wilkerson and Council Members Cathcart and Zappone)**

After public testimony and an opportunity for Council commentary, with none provided, the following action was taken:

**Upon 5-2 Roll Call Vote**, the City Council **passed Special Budget Ordinance C36529**, amending Ordinance No. C36467 passed by the City Council November 27, 2023, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Housing Sales Tax Fund

1) Increase appropriation by \$2,581,320.

A) Of the increased appropriation, \$2,581,320 is provided solely for contractual services.

(This action arises from Hifumi en apartment project.)

**Ayes:** Dillon, Klitzke, Navarrete, Wilkerson, and Zappone  
**Nos:** Bingle and Cathcart  
**Abstain:** None  
**Absent:** None

#### **Special Budget Ordinance C36530 (Relates to OPR 2024-0499) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)**

After public testimony and Council commentary, the following action was taken:

**Upon 6-1 Roll Call Vote**, the City Council **passed Special Budget Ordinance C36530** amending Ordinance No. C36467 passed by the City Council November 27, 2023, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Miscellaneous Grants Fund

1) Increase revenue by \$405,000.

A) Of the increased revenue, \$405,000 is provided solely for grant revenue from the STA's Federal Transit Administration's Pilot Program for Transit-Oriented Development Planning grant in the Planning Services department.

2) Increase appropriation by \$405,000.

A) Of the increased appropriation, \$405,000 is provided solely for contractual services.

(This action arises from the Spokane Transit Authority's grant award for transit-oriented development planning.) (Relates to OPR 2024-0499-Consultant Agreement with MIG Inc. under Consent Agenda)

**Ayes:** Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone  
**Nos:** Bingle  
**Abstain:** None  
**Absent:** None

## **EMERGENCY ORDINANCES**

### **Emergency Ordinance C36531 (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)**

After public testimony and Council commentary, the following action was taken:

**Upon 6-1 Roll Call Vote**, the City Council **passed Emergency Ordinance C36531** relating to the establishment of a two-year biennial budget beginning January 1, 2025, in accordance with Chapter 35.34 RCW; amending the title to Chapter 7.01 of the Spokane Municipal Code; amending SMC 7.01.010; adopting new sections 7.01.020 and 07.01.030 to chapter 7.01 of the Spokane Municipal Code and declaring an emergency.

**Ayes:** Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone  
**Nos:** Bingle  
**Abstain:** None  
**Absent:** None

## **RESOLUTIONS**

### **Resolution 2024-0053 (As amended during the 3:30 p.m. Briefing Session) (Deferred from June 3, 2024, Agenda) (Council Sponsors: Council Members Zappone, Klitzke, and Dillon)**

After an opportunity for public testimony and Council commentary, the following action was taken:

**Upon 7-0 Roll Call Vote**, the City Council **adopted Resolution 2024-0053**, as amended, referred to as Janet Mann "Safe Streets Now!" and requesting the Mayor to direct the Public Works Department to implement adaptive

design strategies for transportation infrastructure within the City of Spokane to be paid through the Traffic Calming Measures Fund.

**Ayes:** Bingle, Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone  
**Nos:** None  
**Abstain:** None  
**Absent:** None

**Resolution 2024-0056 (As amended during the 3:30 p.m. Briefing Session) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)**

After public testimony and Council commentary, the following action was taken:

**Upon 7-0 Roll Call Vote**, the City Council **adopted Resolution 2024-0056**, as amended, approving the appointment of Katherine Fairborn as the Budget Director for the Spokane City Council.

**Ayes:** Bingle, Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone  
**Nos:** None  
**Abstain:** None  
**Absent:** None

**Resolution 2024-0057 (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)**

After public testimony and an opportunity for Council commentary, with none provided, the following action was taken:

**Upon 7-0 Roll Call Vote**, the City Council **adopted Resolution 2024-0057** approving settlement of claim for damages of Wayne Stronk—\$59,990.96.

**Ayes:** Bingle, Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone  
**Nos:** None  
**Abstain:** None  
**Absent:** None

**Resolution 2024-0058 (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)**

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

**Upon 6-1 Roll Call Vote**, the City Council **adopted Resolution 2024-0058** setting forth the City Council's approval and endorsement of funding for contracts arising from the HOME-ARP grants and authorizing the execution



of the applicable and appropriate contracts to once formalized without further City Council action.

**Ayes:** Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone  
**Nos:** Bingle  
**Abstain:** None  
**Absent:** None

**Resolution 2024-0059 (Council Sponsors: Council President Wilkerson and Council Members Navarrete and Cathcart)**

After public testimony and Council commentary, the following action was taken:

**Upon 7-0 Roll Call Vote**, the City Council **adopted Resolution 2024-0059** appointing new members to the Equity Subcommittee of the City Council's Finance and Administration Committee and setting the length of member terms.

**Ayes:** Bingle, Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone  
**Nos:** None  
**Abstain:** None  
**Absent:** None

For Council action on Resolution 2024-0060, see section of minutes under "Hearings".

**FINAL READING ORDINANCES**

**Final Reading Ordinance C36517 (As amended during the 3:30 p.m. Briefing Session) (Deferred from May 6, 2024, Agenda) (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**

After public testimony and Council commentary, the following action was taken:

**Upon 5-2 Roll Call Vote**, the City Council **passed Final Reading Ordinance C36517**, as amended, establishing the Transportation Commission; repealing Chapters 04.37 and 04.38 of the Spokane Municipal Code; amending Sections 04.16.020 and 04.16.030 of the Spokane Municipal Code; amending Section 03.01A.365 of the Spokane Municipal Code; and adopting a new chapter 04.40 to Title 04 of the Spokane Municipal Code.

**Ayes:** Dillon, Klitzke, Navarrete, Wilkerson, and Zappone  
**Nos:** Bingle and Cathcart  
**Abstain:** None  
**Absent:** None

**Final Reading Ordinance C36528 (Council Sponsors: Council President Wilkerson and Council Member Zappone)**

After an opportunity for public testimony, with none provided, and Council commentary, the following action was taken:

**Upon 7-0 Roll Call Vote**, the City Council **passed Final Reading Ordinance C36528** streamlining licensing requirements for entertainment facilities and all ages venues; repealing Sections 10.23A.040 and 10.23A.60 of the Spokane Municipal Code; amending Sections 04.04.020, 10.23A.020, 10.23A.030 and 10.70.100 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Zappone).

**Ayes:** Bingle, Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone  
**Nos:** None  
**Abstain:** None  
**Absent:** None

**For Council action on Final Reading Ordinance C36120, see section of minutes under 3:30 p.m. Briefing Session.**

**FIRST READING ORDINANCES**

The following Ordinances were read for the first time, with further action deferred. Public testimony was received on the First Reading Ordinances.

**ORD C36532** Relating to the City’s Code of Ethics; adopting a new Chapter 01.04B of the Spokane Municipal Code and repealing Chapter 01.04A of the Spokane Municipal Code. (As amended during the 3:30 p.m. Briefing Session) (Council Sponsors: Council President Wilkerson and Council Members Navarrete and Dillon)

**ORD C36533** Relating to Whistleblower Protection; adopting a new Chapter 01.04C of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Members Navarrete and Dillon)

**ORD C36534** Titled “Gun Violence Prevention for a Safer Spokane,” relating to the establishment provisions relating to firearms safety and prevention; adopting a new Chapter 10.75 to Title 10 of the Spokane Municipal Code, and repealing Section 12.05.065 of the Spokane Municipal Code. (for additional Council action on First Reading Ordinance C36534, see section of minutes under 3:30 p.m. Briefing Session) (Council Sponsors: Council Members Dillon and Klitzke)

**ORD C36535** To adopt an overlay zone for property located at 1925 W. 36th Avenue in the City and Council of Spokane, State of Washington, by amending the official zoning map to show a planned unit development overlay zone for said property. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)

**ORD C36536** To adopt an overlay zone for property located at 4502 N. Havana Street, 4599 E. Longfellow Street, and 4522 E. Longfellow Avenue in the City and County of Spokane, State of Washington, by amending the official zoning map to show a planned unit development overlay zone for said property. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)

There were no **Special Considerations**.

## HEARINGS

### **Hearing on Resolution 2024-0060—2025-2030 Six-Year Comprehensive Street Program (considered at the beginning of the Legislative Session) (Council President Wilkerson and Council Members Bingle and Klitzke)**

The City Council held a hearing on Resolution 2024-0060 adopting the 2025-2030 Six-Year Comprehensive Street Program. Following a presentation by Kevin Picanco from Integrated Capital Management; public testimony from one individual, and Council inquiry and commentary, the following action was taken:

**Motion** by Council Member Cathcart, seconded by Council Member Bingle, to **close** the hearing; **carried 7-0**.

**Motion** by Council Member Cathcart, seconded by Council Member Bingle, to **adopt** Resolution 2024-0060 adopting the 2025-2030 Six-Year Comprehensive Street Program; **carried upon 7-0 roll call vote**.

**Ayes:** Bingle, Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone  
**Nos:** None  
**Abstain:** None  
**Absent:** None

[The City Clerk left the meeting at 8:21 p.m. (pursuant to Council Rule 2.2.A). Open Forum speaker information and motion of adjournment and adjournment time were provided by Council Director Giacobbe Byrd for the minutes.]

## OPEN FORUM

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

- Lynde Peterson
- John Harp
- Christopher Savage
- Rick Bocoock
- Will Hulings
- Jay MacPherson
- Dan DeBoise
- Dennis Flynn
- Lewis Arthur
- David Shilling
- Sunshine Wigen
- Christopher Wall
- Eugene Knowles
- Dream

## ADJOURNMENT

**Motion** by Council Member Bingle, seconded by Council Member Zappone, to adjourn; **carried 7-0.**

There being no further business to come before the City Council, the meeting adjourned at 8:54 p.m.

Minutes prepared and submitted for publication in the July 10, 2024, issue of the *Official Gazette*.

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Terri Pfister  
City Clerk

Approved by Spokane City Council on July 15, 2024.

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Betsy Wilkerson  
City Council President

Attest:

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Terri Pfister  
City Clerk

**MEETING MINUTES**  
**City of Spokane**  
**City Council Study Session**  
**Council Chambers, City Hall (808 W Spokane Falls Blvd)**  
**June 27, 2024**

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**Meeting Recording:** <https://vimeo.com/970110809>

**Call to Order:** 11:06 a.m.

**Attendance:**

Committee Members Present: Council President Wilkerson, Council Members Bingle, Klitzke, Navarrete, and Zappone (arrived at 11:13 a.m.).

Council Members Absent: Council Members Cathcart and Dillon

**Agenda Items:**

- Regional Homeless Initiative Update - Commissioner Amber Waldref
- DSC Fee Study Update - Tami Palmquist, Steve MacDonald, & Consultant Staff (Jeffrey Swanson, Shivani Lal, and Evan Coughlan)

**Executive Session:**

None

**Adjournment:**

The meeting adjourned at 12:26 a.m.

Minutes prepared and submitted for publication in the July 17, 2024, issue of the Official Gazette.

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Giacobbe Byrd  
Director, Council Office

Approved by City Council on July 15, 2024.

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Betsy Wilkerson  
City Council President

Attest:

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Terri L. Pfister  
City Clerk

**MEETING MINUTES**  
**City of Spokane**  
**City Council Study Session**  
**Council Chambers, City Hall (808 W Spokane Falls Blvd)**  
**July 11, 2024**

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**Meeting Recording:** <https://vimeo.com/982772133>

**Call to Order:** 11:03 a.m.

**Attendance:**

Committee Members Present: Council President Wilkerson, Council Members Zappone, Cathcart, Bingle (arrived at 11:12 a.m. and left at 12:03 p.m.), Dillon, Klitzke, and Navarrete.

Council Members Absent: none

**Agenda Items:**

- CHHS Department Contracting and General Process Overview - Dawn Kinder and Arielle Anderson
- Duties and Responsibilities Discussion - Council Members

**Executive Session:**

None

**Adjournment:**

The meeting adjourned at 12:06 p.m.

Minutes prepared and submitted for publication in the July 17, 2024, issue of the Official Gazette.

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Giacobbe Byrd  
Director, Council Office

Approved by City Council on July 15, 2024.



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Betsy Wilkerson  
City Council President

Attest:

---

Terri L. Pfister  
City Clerk



**Agenda Sheet for City Council:**

**Committee:** Public Safety **Date:** 07/08/2024

**Committee Agenda type:** Consent

**Date Rec'd**

6/27/2024

**Clerk's File #**

OPR 2024-0064

**Cross Ref #**

**Project #**

**Council Meeting Date:** 07/15/2024

**Submitting Dept**

POLICE

**Bid #**

**Contact Name/Phone**

MIKE MCNAB 4115

**Requisition #**

**Contact E-Mail**

MMCNAB@SPOKANEPOLICE.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

MCATHCART PDILLON LNAVARRETE

**Agenda Item Name**

0680 - BHU GRANT AMENDMENT ACCEPTANCE

**Agenda Wording**

Acceptance of Behavioral Health Unit Grant Amendment

**Summary (Background)**

In January 2024, Spokane Police accepted grant funds under OPR 2024-0064 to continue operation of the Behavioral Health Unit; from WASPC through Spokane County Sheriff's Office. Grant funds supported 4 FTE's within SPD's budget with a grant period July 1, 2023 through June 30, 2025. Original grant award of \$1,386,166. Requesting acceptance of an additional \$447,093 to be used to retroactively fund 2 FTE's July 1, 2023 through June 30, 2024. Total grant award with amendment: \$1,833,259

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost

\$ 447,093.00 (revenue)

Current Year Cost

\$

Subsequent Year(s) Cost

\$

**Narrative**

Additional grant funds will be used to fund existing funded positions in SPD's budget.

**Amount**

**Budget Account**

Revenue

\$ 447,093.00

# 1620-91814-99999-33469-99999

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Committee Date</b>	July 8 <sup>th</sup> , 2024
<b>Submitting Department</b>	Police
<b>Contact Name</b>	Asst. Chief McNab
<b>Contact Email &amp; Phone</b>	<a href="mailto:mmcnab@spokanepolice.org">mmcnab@spokanepolice.org</a> 625-4115
<b>Council Sponsor(s)</b>	Councilmembers Dillion, Cathcart & Navarrete
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Acceptance of BHU grant amendment
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>In January 2024, Spokane Police accepted grant funds under OPR 2024-0064 to continue operation of the Behavioral Health Unit; from WASPC through Spokane County Sheriff's Office.</p> <p>Grant funds supported 4 FTE's within SPD's budget with a grant period July 1, 2023 through June 30, 2025.</p> <p>Original grant award of \$1,386,166. Total grant award with amendment: \$1,833,259</p> <p>Requesting acceptance of an additional \$447,093 to be used to retroactively fund 2 FTE's July 1, 2023 through June 30, 2024.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$447,093 (Revenue)</u>              Current year cost: \$ N/A              Subsequent year(s) cost: N/A</p> <p><b>Narrative:</b> <u>Additional grant funds will be used to fund existing funded positions in SPD's budget.</u></p> <p><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A          Specify funding source: Reserves          Is this funding source sustainable for future years, months, etc? <small>Click or tap here to enter text.</small></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

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

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



**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 06/24/2024

**Committee Agenda type:** Consent

**Date Rec'd**

7/3/2024

**Clerk's File #**

RES 2024-0065

**Cross Ref #**

**Project #**

**Council Meeting Date:** 07/15/2024

**Submitting Dept**

SPOKANE AIRPORT BOARD

**Bid #**

**Contact Name/Phone**

ROB SCHULTZ 509-455-6448

**Requisition #**

**Contact E-Mail**

RSCHULTZ@SPOKANEAIRPORTS.NET

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

MCATHCART BWILKERSON ZZAPPONE

**Agenda Item Name**

JOINT RESOLUTION FOR AIRPORT BOND ISSUANCE

**Agenda Wording**

A Joint Resolution is required to be adopted by the City of Spokane, Spokane County and the Spokane Airport Board for authorizing the issuance and sale of Airport revenue bonds by Spokane County

**Summary (Background)**

Per the Airport Joint Operating Agreement, a Joint Resolution is required to be adopted by the City of Spokane, Spokane County and the Spokane Airport Board for authorizing the issuance and sale of Airport revenue bonds by Spokane County. The proceeds are to be used exclusively for Airport purposes.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

**Amount**

**Budget Account**

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



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	June 24, 2024
<b>Submitting Department</b>	Airport
<b>Contact Name</b>	Rob Schultz
<b>Contact Email &amp; Phone</b>	<a href="mailto:rschultz@spokaneairports.net">rschultz@spokaneairports.net</a> / 509.455.6448
<b>Council Sponsor(s)</b>	Cathcart, Wilkerson, Zappone
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Joint Resolution for Airport Bond Issuance
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	Per the Airport Joint Operating Agreement, a Joint Resolution is required to be adopted by the City of Spokane, Spokane County and the Spokane Airport Board for authorizing the issuance and sale of Airport revenue bonds by Spokane County. The proceeds are to be used exclusively for Airport purposes.
<p>*use the Fiscal Impact box below for relevant financial information</p>	<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: <a href="#">Select Funding Source*</a></p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
<ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?</li>   <li>• 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?</li>   <li>• How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?</li> </ul>	



- 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?

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

SPOKANE COUNTY RESOLUTION NO. \_\_\_\_\_

CITY OF SPOKANE RESOLUTION NO. 2024-0065

SPOKANE AIRPORT BOARD RESOLUTION NO. 06-24

JOINT RESOLUTION

A JOINT RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON, THE CITY COUNCIL OF THE CITY OF SPOKANE, WASHINGTON, AND THE SPOKANE AIRPORT BOARD AUTHORIZING SPOKANE COUNTY TO ISSUE ITS AIRPORT REVENUE BONDS TO PAY ALL OR PART OF THE COST OF CERTAIN IMPROVEMENTS TO AIRPORT FACILITIES; AUTHORIZING SPOKANE COUNTY TO FIX, BY SUBSEQUENT RESOLUTION, TERMS AND COVENANTS OF SUCH BONDS; AUTHORIZING SPOKANE COUNTY TO PLEDGE OR OTHERWISE OBLIGATE THE REVENUES OF THE AIRPORT; AUTHORIZING SPOKANE COUNTY TO SELL SUCH BONDS AND TO PROVIDE FOR THE DELIVERY THEREOF TO THE PURCHASER; AND PROVIDING FOR OTHER MATTERS RELATING THERETO.

BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington (the "County"), by the City Council of the City of Spokane, Washington (the "City"), and by the Spokane Airport Board (the "Airport Board"), as follows:

WHEREAS, the County, by and through its Board of Commissioners (the "Board"), and the City, by and through its City Council (the "Council"), entered into an Airport Joint Operation Agreement dated July 30, 1962, for the purpose of financing, constructing, improving and operating Spokane International Airport and Felts Field, through the agency of the Airport Board, as provided by chapter 14.08 of the Revised Code of Washington ("RCW"); and

WHEREAS, on October 7, 2019, the County and the City replaced such agreement with an Amended Spokane County/City Airport Agreement (as may be further supplemented, amended or replaced, the "Airport Agreement"), continuing their association under chapter 14.08 RCW for the joint operation of Spokane International Airport, Felts Field, Spokane International Airport Business Park and related facilities (collectively, the "Airport") and vesting the Airport Board the authority to manage and operate such facilities for aeronautical and industrial development purposes, subject to the specific limitations contained in the Airport Agreement; and

WHEREAS, Section 4.3 of the Airport Agreement provides that the parties to such agreement may, by joint resolution, authorize the issuance and sale of revenue bonds or other obligations payable from Airport revenues, the proceeds of which are to be used exclusively for Airport purposes; and

WHEREAS, after the adoption of such joint resolution by the City and the County, the revenue bonds or other revenue obligations shall be authorized by and issued in the name of the County; and

WHEREAS, the County and the Airport Board expect to enter into an airport revenue bond agreement (the "Revenue Bond Agreement") providing for the issuance of revenue bonds from time to time by the County under the terms of the Airport Agreement and at the request of the Airport Board; and

WHEREAS, the Board, the Council and the Airport Board have determined that it is necessary for the County to issue revenue bonds payable from revenue of the Airport to provide financing for the design, acquisition, construction and installation of certain improvements to the Airport facilities; and

WHEREAS, such revenue bonds will be issued pursuant to a master bond resolution and one or more supplemental resolutions (together, the "Bond Resolutions") to be adopted by the Board;

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Board of County Commissioners of Spokane County, Washington, by the City Council of the City of Spokane, Washington, and by the Spokane Airport Board, as follows:

**Section 1. Authorization.** The County is hereby authorized to issue and sell by negotiated or competitive sale and deliver to the purchaser thereof, one or more series of "Spokane County, Washington, Airport Revenue Bonds" in the aggregate principal amount of not to exceed \$150,000,000 (the "Bonds"). The Bonds shall be issued pursuant to the Airport Agreement, the Revenue Bond Agreement and the Bond Resolutions. The County shall, by the Bond Resolutions, fix the date, form, denomination, series, maturities, interest rates, terms, method of sale and covenants of the Bonds. Such Bond Resolutions shall provide for the use and application of the money to be derived from the issuance of the Bonds, and provide for such other things as may be necessary or appropriate to carry out the intent of this resolution.

**Section 2. Covenants; Pledge.** The County, the City and the Airport Board may make such covenants with respect to the Bonds and the registered owners of the Bonds as are necessary and appropriate with respect to bonds of a similar nature to the Bonds. Such covenants may include, but shall not be limited to, payment of the Bonds, the pledge or other obligation of the general revenues and other funds of the Airport, and limitations on the disposition of the Airport under the Airport Agreement and the Bond Resolutions. The County, the City and the Airport Board agree to comply with such covenants, including but not limited to, limitations on the transfer, sale or other disposition of the Airport and related facilities, except as otherwise permitted in the Bond Resolutions.

**Section 3. Airport Agreement.** The City hereby covenants and agrees that so long as the Bonds are outstanding, it will not terminate the Airport Agreement pursuant to Section 12 thereof without the County's prior written consent.

**Section 4. General Authorization.** The proper officials and representatives of the County, the City and the Airport Board are each hereby authorized and directed to take such steps, to do such other acts and things, to undertake all action necessary and to execute all documents required to carry out the terms of this resolution.

**Section 5. Severability.** If any provision of this resolution, or its application to any person or circumstance, is held invalid, the remainder of this resolution, or the application of the provision to other persons or circumstances shall not be affected.

*[signature pages follow]*

ADOPTED by the Spokane Airport Board at an open public lawful meeting thereof, this 20<sup>th</sup> day of June, 2024.

ATTEST:

DocuSigned by:  
Jennifer West  
24025A53EDA24A4...

SPOKANE AIRPORT BOARD

DocuSigned by:  
Ezra Eykhardt  
17E98DB1C8B24E6...

Chair

RECOMMENDED APPROVAL, TERMS AND CONDITIONS BY:

Lawrence J. Krauter  
Lawrence J. Krauter  
Chief Executive Officer

APPROVED AS TO FORM:

Brian M. Werst  
Brian M. Werst  
General Counsel

PASSED AND ADOPTED by the City Council of the City of Spokane, Washington, at a lawful open public meeting thereof, this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

CITY OF SPOKANE, WASHINGTON,  
Spokane County, Washington

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
President of Council

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
City Attorney

Delivered to the Mayor on \_\_\_\_\_,  
2024

\_\_\_\_\_  
Mayor

PASSED AND ADOPTED by the Board of County Commissioners of Spokane County, Washington, at a lawful open public meeting thereof, this \_\_\_ day of \_\_\_\_\_, 2024.

BOARD OF COUNTY COMMISSIONERS OF  
SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
Mary L. Kuney, Chair

\_\_\_\_\_  
Josh Kerns, Vice-Chair

\_\_\_\_\_  
Al French, Commissioner

\_\_\_\_\_  
Chris Jordan, Commissioner

\_\_\_\_\_  
Amber Waldref, Commissioner

ATTEST:

\_\_\_\_\_  
Ginna Vasquez, Clerk of the Board  
of County Commissioners

( S E A L )

**C E R T I F I C A T E**

I, Ginna Vasquez, Clerk of the Board of County Commissioners of Spokane County, Washington, hereby certify as follows:

1. The foregoing resolution is a full, true and correct copy of a resolution duly passed and adopted at a regular meeting of the Board of County Commissioners of such County (the "Board");

2. That such meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Board voted in the proper manner for the adoption of the resolution; that all other requirements and proceedings incident to the proper adoption of the resolution have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate; and

3. Such resolution was adopted by the following vote:

AYES, and in favor thereof:

NAYS:

ABSENT:

ABSTAIN:

I further certify that I have carefully compared the same with the original resolution on file and of record in my office; that such resolution is a full, true and correct copy of the original resolution adopted at such meeting; and that such resolution has not been amended, modified or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County on this \_\_\_\_ day of \_\_\_\_\_, 2024.

SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
Ginna Vasquez, Clerk of the Board  
of County Commissioners

( S E A L )





**Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 06/10/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

6/11/2024

**Clerk's File #**

ORD C36120

**Cross Ref #**

**Project #**

**Council Meeting Date:** 06/24/2024

**Submitting Dept**

DEVELOPMENT SERVICES CENTER

**Bid #**

**Contact Name/Phone**

ELDON BROWN 509-625-6305

**Requisition #**

**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

**Agenda Item Type**

Final Reading Ordinance

**Council Sponsor(s)**

ZZAPPONE KKLITZKE

**Agenda Item Name**

FINALIZING VACATION ORDINANCE C-36120

**Agenda Wording**

Proposing to send to City Council for final reading of the ordinance.

**Summary (Background)**

On October 25, 2021, right-of-way vacation ordinance C-36120 for the VOA Hope House passed (subject to conditions) and the ordinance was read for the first time. Since that time, the applicant has come to an agreement with the adjoining neighbors regarding how striping, signing, and parking will be accomplished and enforced along the west curblineline of Adams St.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

**Amount**

**Budget Account**

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



## Continuation of Wording, Summary, Approvals, and Distribution

### Agenda Wording

### Summary (Background)

#### **Approvals**

##### Dept Head

PALMQUIST, TAMI

##### Division Director

MACDONALD, STEVEN

##### Accounting Manager

ORLOB, KIMBERLY

##### Legal

SCHOEDEL, ELIZABETH

##### For the Mayor

PICCOLO, MIKE

#### **Additional Approvals**

#### **Distribution List**

smacdonald@spokanecity.org

tpalmquist@spokanecity.org

ebrown@spokanecity.org

edjohnson@spokanecity.org

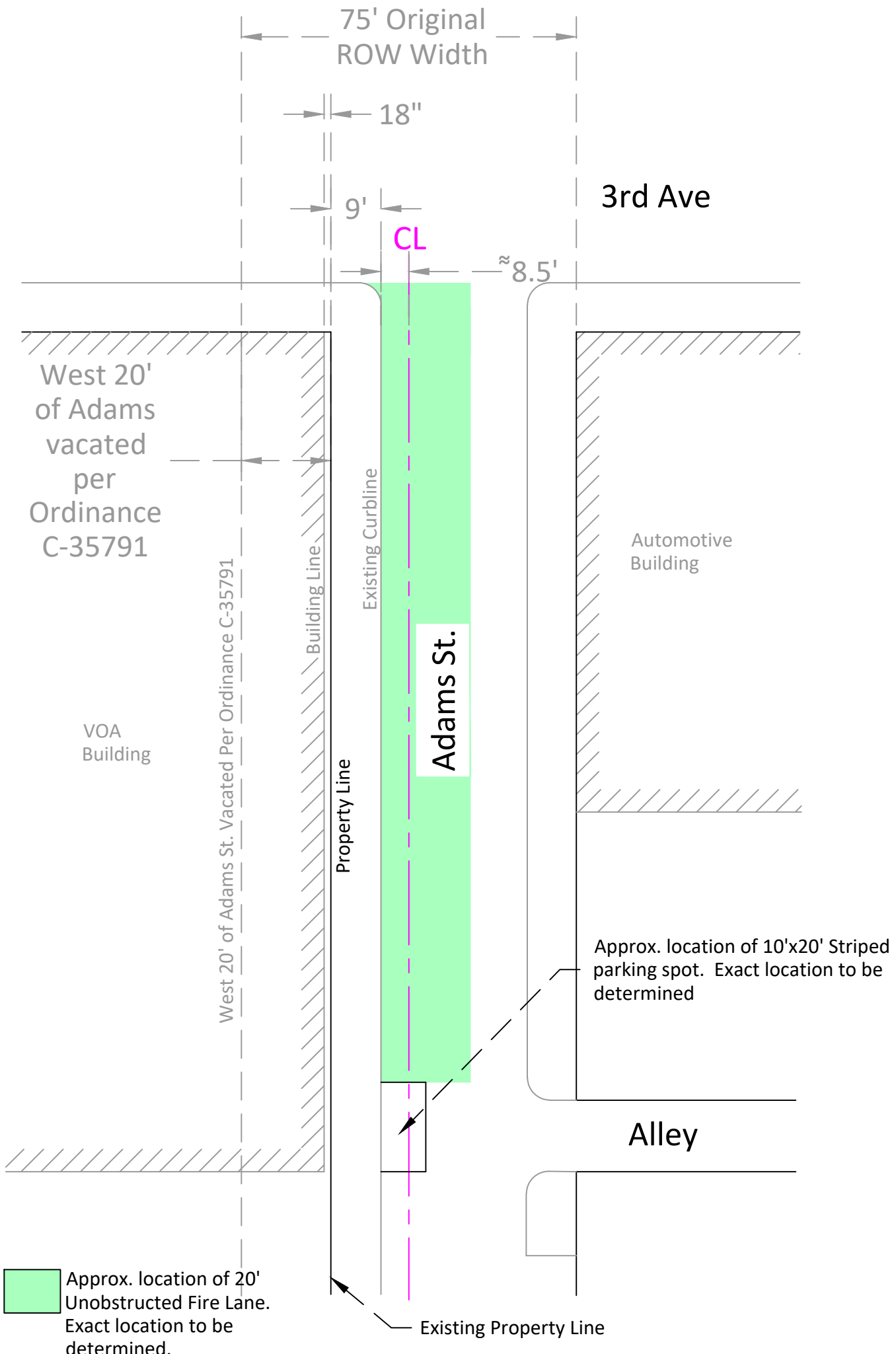
kkuchlenz@spokanecity.org

erivera@spokanecity.org

## Committee Agenda Sheet

### [Urban Experience Committee]

<b>Submitting Department</b>	Development Services
<b>Contact Name &amp; Phone</b>	Eldon Brown – 509-625-6305
<b>Contact Email</b>	<a href="mailto:ebrown@spokanecity.org">ebrown@spokanecity.org</a>
<b>Council Sponsor(s)</b>	TBD
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion     Time Requested: <u>10 Mins</u>
<b>Agenda Item Name</b>	Finalizing Vacation Ordinance C-36120
<b>Summary (Background)</b>	<p>On October 25, 2021, right-of-way vacation ordinance C-36120 for the VOA Hope House passed (subject to conditions) and the ordinance was read for the first time.</p> <p>Since that time, the applicant has come to an agreement with the adjoining neighbors regarding how striping, signing, and parking will be accomplished and enforced along the west curblineline of Adams St.</p>
<b>Proposed Council Action &amp; Date:</b>	Proposing to send to City Council for final reading of the ordinance.
<b>Fiscal Impact:</b>	
Total Cost:	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source:	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? NA	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? NA	



75' Original ROW Width

18"

9'

3rd Ave

CL

≈ 8.5'

West 20' of Adams vacated per Ordinance C-35791

VOA Building

West 20' of Adams St. Vacated Per Ordinance C-35791

Building Line

Property Line

Existing Curbline

Adams St.

Automotive Building

Approx. location of 10'x20' Striped parking spot. Exact location to be determined

Alley

Approx. location of 20' Unobstructed Fire Lane. Exact location to be determined.

Existing Property Line

## TRANSMITTAL OF FIRST READING ORDINANCE

DATE: November 17, 2021

TO: Erik Johnson  
Engineering Services

Clerk's File No.  
ORD C36120

FROM: Terri Pfister, City Clerk

RE: Vacation of Adams Street from the south line of Third Avenue

---

Attached is a copy of Ordinance C36120 for the vacation of:

**the east 55 feet of Adams Street from the south line of Third Avenue to the north line of I-90, together with the alley between Third Avenue and I-90, from the east line of Adams Street to the west line of Jefferson Street.**

This ordinance was read for the first time on October 25, 2021, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.

  
\_\_\_\_\_  
City Clerk

11/17/2021  
\_\_\_\_\_  
Date

-----  
Precedent conditions have been met and Ordinance C36120 is hereby returned for Final Reading.

  
\_\_\_\_\_  
Principal Engineer – Developer Services

Dated: 6/13/24  
\_\_\_\_\_



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

October 25, 2021

City Clerk File No.:  
ORD C36120

COUNCIL ACTION MEMORANDUM


RE: HEARING ON THE VACATION OF ADAMS STREET AND THE NEARBY ALLEY BETWEEN THIRD, I-90, ADAMS, AND JEFFERSON, AS REQUESTED BY THE VOLUNTEERS OF AMERICA HOPE HOUSE

During its 6:00 p.m. Legislative Session held virtually Monday, October 25, 2021, the Spokane City Council held a hearing on the above-described vacation. Subsequent to a presentation by Eldon Brown of Developer Services, public testimony, and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **approved, subject to conditions** (in the Street Vacation Report dated August 26, 2021), the vacation of Adams Street and the nearby alley between Third, I-90, Adams, and Jefferson.

**Ayes:** Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson  
**Nays:** None  
**Abstain:** None  
**Absent:** None

In conjunction with the hearing, Ordinance C36120—vacating the east 55 feet of Adams Street from the south line of 3<sup>rd</sup> Avenue to the north line of I-90, together with the alley between 3<sup>rd</sup> Avenue and I-90, from the east line of Adams Street to the west line of Jefferson Street—was read for the first time, with further action deferred.

  
\_\_\_\_\_  
Terri L. Pfister, MMC  
Spokane City Clerk



**Agenda Sheet for City Council Meeting of:**  
10/25/2021

<b>Date Rec'd</b>	10/13/2021
<b>Clerk's File #</b>	ORD C36120
<b>Renews #</b>	

<b>Submitting Dept</b>	DSC, CODE ENFORCEMENT &	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	ELDON BROWN 6305	<b>Project #</b>	
<b>Contact E-Mail</b>	EBROWN@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	4700 - STREET VACATION OF ADAMS ST. AND THE ALLEY BETWEEN 3RD, I-90,		

**Agenda Wording**

Vacation of Street Vacation of Adams St. and the nearby alley between 3rd, I-90, Adams, and Jefferson, as requested by the VOA Hope House

**Summary (Background)**

At its legislative session held on September 20, 2021, the City Council set a hearing on the above vacation for October 25, 2021. Staff has solicited responses from all concerned parties.

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

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	BECKER, KRIS	<b>Study Session\Other</b>	PIES - 08/23/2021
<b>Division Director</b>	BECKER, KRIS	<b>Council Sponsor</b>	CM Lori Kinnear
<b>Finance</b>	ORLOB, KIMBERLY	<b>Distribution List</b>	
<b>Legal</b>	RICHMAN, JAMES	edjohnson@spokanecity.org	
<b>For the Mayor</b>	ORMSBY, MICHAEL	ebrown@spokanecity.org	
<b>Additional Approvals</b>		kbecker@spokanecity.org	
<b>Purchasing</b>		rbenzie@spokanecity.org	

FIRST READING OF THE ABOVE  
ORDINANCE HELD ON  
10/25/2021  
AND FURTHER ACTION WAS DEFERRED  
  
CITY CLERK

City of Spokane  
Development Services Center  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6300

## ORDINANCE NO. C36120

An ordinance vacating the east 55 feet of Adams Street from the south line of 3<sup>rd</sup> Avenue to the north line of I-90, Together with the alley between 3<sup>rd</sup> Avenue and I-90, from the east line of Adams Street to the west line of Jefferson Street.

WHEREAS, pursuant to Chapter 35.79 RCW, the City may initiate by resolution the vacation of any street or portion thereof when it is in the public interest; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

The City of Spokane does ordain:

Section 1. That the east 55 feet of Adams Street, from the south line of 3<sup>rd</sup> Avenue to the north line of I-90, Together with the alley between 3<sup>rd</sup> Avenue and I-90, from the east line of Adams Street to the west line of Jefferson Street is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the east 55 feet of Adams Street between the south line of 3<sup>rd</sup> Avenue and the north line of I-90 for the utility services of Verizon/MCI Metro, Zayo Communications, WSDOT, and the City of Spokane to protect existing and future utilities.

Section 3. An easement is reserved and retained over and through the alley between 3<sup>rd</sup> Avenue and I-90, from the west line of Jefferson Street to the east line of Adams Street and the alley's extension across Adams Street to the west line of Adams Street, for the utility services of Avista, Comcast, Lumen/CenturyLink, Verizon/MCIMetro, Zayo Communications, WSDOT, and the City of Spokane to protect existing and future utilities.



Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

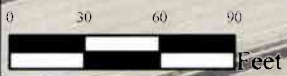
\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_


Effective Date: \_\_\_\_\_

# Proposed Vacation



**Right-of-way Description:**  
Adams St. between 3rd and I-90, along with the alley between 3rd and I-90, from Adams to Jefferson

### Legend

 Proposed Vacation





**CITY OF SPOKANE  
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT**  
August 26, 2021

**LOCATION:** Adams between the south line of 3<sup>rd</sup> and I90 EXCEPT the west 20 feet TOGETHER with the alley between 3<sup>rd</sup> and I-90, from Adams to Jefferson.

**PROPONENT:** Silverstar Automotive & Hope House Development.

**PURPOSE:** To control access and aid in security.

**HEARING:** October 18, 2021

**REPORTS:**

**AVISTA UTILITIES**

Adams St. – No Comments  
Alleyway - Avista has gas, transmission, and distribution lines in the requested vacated area and would like an easement reserved over the entire area.

**COMCAST**

Adams St. - Comcast has reviewed the vacation request. Enclosed is a Comcast system map showing Coax and Fiber crossing Adams St in the Alley South of 3<sup>rd</sup>. Due to this we can't approve this vacation without having access to our plant.



**Alleyway** - We have no objections to the vacation as long as we can maintain an easement to allow us to access our existing aerial cable.

**CENTURYLINK**

**Adams St.** - CenturyLink is changing from aerial cable facilities to buried cable facilities in the W 3rd Ave-I-90 Alley from the east side of S Adams St extending west due to Avista rearranging a pole line. CenturyLink wants to maintain easements. Please see the attached drawing

<p>Job Location: <b>1301 W 3RD AVE</b></p>		<p>Narrative/Special Remarks</p> <p>THIS PROJECT IS FOR THE RELOCATION OF AERIAL FACILITIES IN THE ALLEY WAY BEHIND 1301 W 3RD AVE. WE ARE REMOVING A 300R COPPER CABLE AND PLACING A NEW UNDERGROUND PATH DUE TO AVA REARRANGING A POLE LINE.</p>
<p>DEVELOPER CONTACT</p> <p>Hold Order Information</p> <p>Service Order # _____ Customer Terminal# _____</p> <p>Customer Name: _____ Cable Assignment: _____</p> <p>Customer Address: _____ Cross Connect: _____</p>		<p>Misc. Information</p> <p>Form # Information: _____</p> <p>App# of the Project: _____</p> <p>300R Cable Assignment: _____</p> <p>300R Cable Required: _____</p> <p>300R Cable Required: _____</p> <p>400R Cable Required: _____</p>
<p>DATE: 5/29/2020</p> <p>ECN: 5/29/2020</p> <p>CenturyLink</p>		<p>RELEVANT</p> <p>DATE: 5/29/2020</p> <p>TIME: 10:00 AM</p> <p>DATE: 5/29/2020</p> <p>TIME: 10:00 AM</p>
<p>PN PROJECT: <b>N.681690</b></p> <p>WPT PROJECT: <b>F.2724120</b></p>	<p>PROJECT NAME: _____</p> <p>PROJECT OFFICE: _____</p> <p>CONTACT ENGINEER: _____</p> <p>CONTACT DESIGNER: _____</p> <p>CONTACT DATE: _____</p>	<p>PROJECT NAME: _____</p> <p>PROJECT OFFICE: _____</p> <p>CONTACT ENGINEER: _____</p> <p>CONTACT DESIGNER: _____</p> <p>CONTACT DATE: _____</p>

**Alleyway** - CenturyLink has cable facilities in the right-of-way and would like to retain utility easements rights. These rights should provide for maintenance, construction, and reconstruction as needed.

**ASSET MANAGEMENT - CAPITAL PROGRAMS**

Adams St. – No Comments  
Alleyway - A 12-inch sewer is located here. An easement will be required providing access. Not sure if the storm pipe is also at this location, but if it is, it will need to be part of the easement.

**FIRE DEPARTMENT**

Adams St. – No Comments  
Alleyway - We have determined that this vacation does not appear to negatively affect or change our access.

**NEIGHBORHOOD SERVICES**

Adams St. – No Comments  
Alleyway – No Comments

**INLAND POWER**

Adams St. – Inland Power & Light Co has no utility facilities within the proposed area.  
Alleyway - Inland Power has no facilities within this area.

**VERIZON**

Adams St. – Verizon/MCI Metro currently has aerial fiber in this location and we do not wish to vacate any easement we currently have  
Alleyway – We have a very large fiber that Avista has already approved to place on their new poles in that area. I'm assuming the pole lead is staying?

**PARKS DEPARTMENT**

Adams St. – No Comments  
Alleyway – No Comments

**ZAYO COMMUNICATIONS**

Adams St. – Zayo has facilities on the poles with the Avista power in the proposed ROW vacation area. We would need to retain some access and utility easement along the current path.  
Alleyway - Zayo has no objection and or comment on the vacation request of alley-Adams-Jefferson.

**PLANNING & DEVELOPMENT – PLANNING**

Adams St. – Planning wise, Council will just need to determine if this vacation facilitates a public benefit. Although this street dead ends and provides very little public benefit as it is now.

Section 17C.124.035 Characteristics of Downtown Complete Street Designations

The downtown zones are complemented by the complete streets designations map (described in detail in the downtown plan) that further guides public and private development within the downtown. The different complete streets designations set different street standards and desired amenities based upon the intended use and desired qualities of the street. The complete streets designations are depicted on Map 5.1 "Streetscape Improvements" in the downtown plan and zoning layer. Right-of-ways found on the complete streets map shall not be vacated as the space is needed to incorporate the elements described in the complete street designation; provided, upon a finding that a vacation is needed in order to accommodate a public use, the City Council may approve a request to vacate such right-of-ways or portions thereof. Curb to property line and the sidewalk width shall not be reduced in order to allow for future complete street elements. The complete streets designation types are summarized below:

When we met with WSDOT there was concerns with access and our utilities.

Alleyway – No concerns

**POLICE DEPARTMENT**

Adams St. – No Comments  
Alleyway – No Comments

**SOLID WASTE MANAGEMENT**

Adams St. – No Comments  
Alleyway – No Comments

**STREET DEPARTMENT**

Adams St. - We do not have comments on the current proposal, but would like to remind that we have a comment regarding the pending proposal to vacate the alley between Adams and Jefferson. See below.

The Signal and Lighting section of the Street Department has conduit run on the west side of Jefferson St, Third Ave. to Freeway Ave North, which crosses the alley. This conduit contains fiber optic cable. Because of this



conduit run, the Street Department does not support the vacation of this alley.

Alleyway – The Signal and Lighting section of the Street Department has conduit run on the west side of Jefferson St. Third Ave to Freeway Ave North which crosses the alley. This conduit contains Fiber Optic cable. Because of this conduit run, the Street Department does not support the Vacation of this alley.

#### **WASTEWATER MANAGEMENT**

Adams St. – No Comments

Alleyway – This is the third vacation request for this area. The first was made on Nov 6th, 2018 with our response on Nov 8th, 2018 which was for all of Adams from 3<sup>rd</sup> to 4<sup>th</sup> and the entire alley from Cedar to Jefferson. That was modified in the request we received on March 5<sup>th</sup>, 2019 (response on March 6<sup>th</sup>) that encompassed the alley from Cedar to Adams and the west half of Adams. Now this third request for the alley that was left out of the March revision.

#### **We still strongly recommend denying this vacation request.**

There is a city 12" sewer main, a city 12" storm main and a 27" WSDOT storm main in or near that alley.

With regards to the storm lines. The city line takes drainage from Lincoln and Monroe south as far as 17<sup>th</sup> and is an overflow for the pond at Monroe and 4<sup>th</sup>. The WSDOT main handles the majority of storm runoff from I-90 west of Division. As I stated before these would have to have a minimum 30' no build easement centered on the mains. WSDOT would have to be consulted as well to see if their requirements are met as far as easements for their line.

The sewer main is 12" diameter 12'-13' deep. We would typically require a minimum 30' easement around this as well, but the alley is only 16' wide and we already have buildings and footings uncomfortably close to that main (at 1217 W. 3<sup>rd</sup>). Complicating matters are the fact that there are a number of other utilities, including electricity and power poles and a gas main (possibly others) in that same alley. All of that means a big problem if any repair is ever required for that sanitary main.

If this is vacated we would also require any construction around that main to include replacement of the entire sewer main to minimize (but not eliminate) the chances of us having to dig in that area in the future.

When all of that is done we would still require a full width, full access easement for the alley from Adams to Jefferson which means no construction or structures in the alley and no fences or gates blocking access to the easement. In all cases where we are requesting an easement it should extend to the full 30' centered on each main at any location there is not already a structure built. This would extend into what is currently private property north of the alley.

Any and all new storm and sanitary construction, including but not limited to storm inlets and mains, sanitary mains and any service connections, should be done by the property owner and would all have to be subject to inspection and acceptance by Wastewater Management Dept.

**WSDOT**  
Adams St.

– Thank you for the opportunity to review the above proposed vacation. In reviewing this vacation, WSDOT is concerned that if approved it would limit or prohibit our access to the I-90 right of way. WSDOT currently uses Adams Street as a means to reach our I-90 right of way where we have electrical components, water lines, and storm drains. Maintaining clear access to our right of way is important to WSDOT which is provided by Adams Street. Consequently, WSDOT is opposed to this vacation as it would cut off access to our right of way. Please let me know if you should have any questions on this matter

Alleyway

– Thank you for the opportunity to review the above requested vacation. In reviewing this proposed vacation the Washington State Department of Transportation (WSDOT) is opposed to the vacation for the following reasons:

WSDOT currently utilizes this alley to access our I-90 westbound off ramp. Our maintenance forces use this property to reach up to the ramp for electrical and other maintenance items.



1. WSDOT has electrical service cabinets located at ground level attached to the ramp which are accessed from the alley.
2. The alley is part of the local roadway network that could be utilized to relieve traffic on the adjacent east-west streets.

**WATER DEPARTMENT**

- Adams St. – No Comments  
Alleyway – Water does not appear to have any facilities in the proposed vacation limits.

**BICYCLE ADVISORY BOARD**

- Adams St. – No Comments  
Alleyway – No Comments

**RECOMMENDATION:** That a vacating ordinance be prepared subject to the following conditions:

1. An easement, as requested by Verizon/MCI Metro, Zayo Communications, WSDOT, and the City of Spokane shall be retained across the east 55 feet of Adams Street to protect existing and future utilities.
2. An easement, as requested by Avista Utilities, Comcast, CenturyLink/Lumen, Verizon/MCI Metro, WSDOT, and the City of Spokane shall be retained across the alley and the alley's extension across the east 55 feet of Adams St. to protect existing and future utilities.
3. In order for Silverstar Automotive (1227 W 3<sup>rd</sup>) to continue operating the existing business, an agreement will need to be established with the VOA that would prohibit parking on the west side of Adams St.
4. The applicant is requesting that City Council waive the requirement to pay the assessed value. If City Council does not waive the fee, the proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$346,860.25 and is to be deposited to Budget Account #3200 49199 99999 39510.





**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 07/22/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

7/3/2024

**Clerk's File #**

ORD C36543

**Cross Ref #**

**Project #**

**Council Meeting Date:** 07/15/2024

**Submitting Dept**

CITY COUNCIL

**Bid #**

**Contact Name/Phone**

CM CATHCART 6257

**Requisition #**

**Contact E-Mail**

MCATHCART@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

MCATHCART BWILKERSON

**Agenda Item Name**

0320 - ORDINANCE ESTABLISHING CITY HOLIDAYS

**Agenda Wording**

AN ORDINANCE designating the Lunar New Year, Martin Luther King Jr. Day and Juneteenth as official City of Spokane holidays, making technical corrections to Chapter 03.03 of the Spokane Municipal Code, amending Section 03.03.010 of the Spokane Municipi

**Summary (Background)**

Current city holidays are set forth in SMC 03.03.010, and include seven holidays, including New Year's, Memorial Day, July 4, Labor Day, Thanksgiving and the Friday after, and Christmas Day. Other employee holidays are governed in large part by collective bargaining agreements. The point of this ordinance is to give official recognition in the form of an official city holidays that already receive state recognition for individuals and events of cultural significance to the Spokane community.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? NO

Total Cost \$ unknown

Current Year Cost \$ unknown

Subsequent Year(s) Cost \$

**Narrative**

Fiscal impact of adding these holidays is unclear at this time. Because employee holidays are governed by this SMC and collective bargaining agreements, the actual impact on City operations may vary.

**Amount**

**Budget Account**

Expense \$ unknown

# tbd

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



## Committee Briefing Paper

### Finance & Administration Committee

<b>Committee Date</b>	June 24, 2024
<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Chris Wright
<b>Contact Email &amp; Phone</b>	<a href="mailto:cwright@spokanecity.org">cwright@spokanecity.org</a> / 625-6210
<b>Council Sponsor(s)</b>	Wilkerson Cathcart
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10
<b>Agenda Item Name</b>	Ordinance Establishing City Holidays
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Current city holidays are set forth in SMC 03.03.010, and include seven holidays, including New Year's, Memorial Day, July 4, Labor Day, Thanksgiving and the Friday after, and Christmas Day. Other employee holidays are governed in large part by collective bargaining agreements.</p> <p>This ordinance would amend SMC 03.03.010 by adding <b>Martin Luther King Day</b> (the third Monday of February), <b>Lunar New Year</b> (first day of first lunar month), and <b>Juneteenth</b> (June 19) as official city holidays commencing in 2025.</p> <p>Currently MLK Day and Juneteenth are official holidays of the State of Washington.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <a href="#">Click or tap here to enter text.</a> Current year cost: None known Subsequent year(s) cost: Unknown  <b>Narrative: Fiscal impact of adding these holidays is unclear at this time. Because employee holidays are governed by this SMC and collective bargaining agreements, the actual impact on City operations may vary depending whether the ordinance change actually results in additional employee holidays for specific bargaining units. This analysis is ongoing.</b>  <b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <b>Unknown at this time</b>  <b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.) <b>Not known at this time</b>	

**Operations Impacts** (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?

**The point of this ordinance is to give official recognition – in the form of an official city holidays that already receive state recognition – for individuals and events of cultural significance to Spokane communities of color, and which are celebrated locally at this time.**

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

**Not applicable.**

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

**Not applicable**

- 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?

**Under SMC 01.03.030 the official motto of the City of Spokane is “In Spokane We all Belong.” Adding these holidays is consistent with this motto and gives further municipal recognition to icons and events important to Spokane’s communities of color.**

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

**There has not been subcommittee review. It is possible the ordinance will receive review of the Equity Subcommittee at a future date.**

## **ORDINANCE NO. C-36543**

AN ORDINANCE designating the Lunar New Year, Martin Luther King Jr. Day and Juneteenth as official City of Spokane holidays, making technical corrections to Chapter 03.03 of the Spokane Municipal Code, amending Section 03.03.010 of the Spokane Municipal Code, making technical corrections to Section 03.03.050 of the Spokane Municipal Code and adding a new section 03.03.070 to the Spokane Municipal Code.

WHEREAS, recognizing the cultural diversity of our community enriches the social fabric and promotes a comprehensive understanding and appreciation among its members; and

WHEREAS, Martin Luther King Jr. was a pivotal figure in the American civil rights movement and known for compassionate and insightful statements on civil rights, racial equality, and non-violence as a form of civil protest; and

WHEREAS, “Martin Luther King Jr. Day” was officially adopted by the United States Congress in 1983 and first observed at the federal level on January 20, 1986; and is a day of service and celebrates the life, legacy, and achievements of the civil rights leader; and

WHEREAS, Lunar New Year, a significant celebration for many Asian communities, marks the beginning of the lunar calendar and is a time of festivity and family reunions, reflecting the rich cultural heritage and contributions of these communities to our society; and

WHEREAS, since its celebrated return in 2022 after an 87-year hiatus, the Lunar New Year festival has rapidly grown in popularity in Spokane, drawing significant participation from the community and demonstrating the vibrant cultural heritage and traditions of the Asian communities within the city; and

WHEREAS, Juneteenth, commemorating the end of slavery in the United States, serves as a historical milestone that promotes reflection, education, and celebration of freedom and justice for all citizens; and

WHEREAS, recognizing the significance of Juneteenth as a pivotal moment in American history, the United States Congress has officially designated June 19th as a federal holiday, further affirming its national importance and acknowledging the

ongoing pursuit of equality and justice for all; and

WHEREAS, Juneteenth is the oldest nationally/internationally celebrated commemoration of the ending of slavery in the United States;

WHEREAS, both Martin Luther King Jr. Day and Juneteenth are recognized as official state holidays by the State of Washington; and

WHEREAS, the City Council of the City of Spokane wish to formally establish Martin Luther King Jr. Day, Lunar New Year, and Juneteenth as official holidays of the City of Spokane,

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** Section 03.03.010 of the Spokane Municipal Code is amended as follows:

**Section 03.03.010 Legal Holidays Specified**

Commencing January 1, 2025, ((The)) the following days each year are legal holidays during which all offices, including municipal court, are closed to the transaction of business, except ((the)) essential ((departments)) operations:

- A. The first day of January, commonly called “New Year’s Day.”
- B. The day corresponding to the first day of the first lunar month, commonly known as “Lunar New Year”, which may vary each year.
- C. The third Monday of February, commonly called “Martin Luther King. Jr. Day.”
- ~~((B))~~ D. The last Monday of May, commonly known as “Memorial Day.”
- E. The nineteenth of June, commonly called “Juneteenth.”
- ~~((G))~~ F. The fourth day of July, commonly known as “Independence Day,”.
- ~~((D))~~ G. The first Monday in September, commonly known as “Labor Day”.
- ~~((E))~~ H. The fourth Thursday of November, commonly known as “Thanksgiving Day”.
- ~~((F))~~ I. The Friday following Thanksgiving Day; and

((G)) J. The twenty-fifth day of December, commonly known as “Christmas Day”.

**Section 2.** Section 03.03.050 of the Spokane Municipal Code is amended as follows:

**Section 03.03.050 Non-uniformed Employees**

For non-uniformed employees on a work schedule other than Monday through Friday, the following holiday policy applies:

- A. When a holiday observed by the City falls on an employee’s first day of rest, the preceding day is recognized as ~~((his))~~ that employee’s holiday.
- B. When a holiday observed by the City falls on an employee’s second day of rest, the following day is recognized as ~~((his))~~ that employee’s holiday.
- C. If an employee is required to work on ~~((his))~~ a holiday as outlined in subsections (A) and (B) of this section due to essential operations, ~~((he))~~ that employee is compensated at one and one-half times ~~((his))~~ the employee’s hourly rate ~~((in addition to straight-time pay))~~ or as otherwise set forth pursuant to that employee’s collective bargaining agreement.

**Section 3.** There is added to Chapter 03.03 of the Spokane Municipal Code a new Section 03.03.070 to read as follows:

**Section 03.03.070 Essential Operations**

For purposes of this Chapter 03.03, the term “essential operations” shall mean:

- A. The Police Division;
- B. The Fire Division; and
- C. Any city department, division, or function designated as an “essential operation” by the Mayor.

**Section 4.** Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the



validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 5. Clerical Errors.** Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on \_\_\_\_\_, 2024.

\_\_\_\_\_  
Council President

Attest

Approved as to Form

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 07/22/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

7/3/2024

**Clerk's File #**

ORD C36544

**Cross Ref #**

**Project #**

**Council Meeting Date:** 07/15/2024

**Submitting Dept**

CITY COUNCIL

**Bid #**

**Contact Name/Phone**

CM CATHCART 6257

**Requisition #**

**Contact E-Mail**

MCATHCART@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

MCATHCART JBINGLE

**Agenda Item Name**

0320 - PROHIBITION OF CAMPING NEAR SUPPORT FACILITIES

**Agenda Wording**

AN ORDINANCE prohibiting illegal encampments near facilities offering comprehensive support services and amending Title 12, Chapter 12.02, of the Spokane Municipal Code.

**Summary (Background)**

The citizens of Spokane in 2023 voted to amend the Spokane Municipal Code and expand the prohibition on illegal camping to those areas within one thousand feet of schools, day cares, and parks. Homeless and unhoused individuals will often camp at or near addiction treatment facilities, behavioral health facilities, or other support facilities. The updated language expands the prohibition against unlawful camping to include areas that provide essential recovery services for the Spokane community.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

**Narrative**

**Amount**

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

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## Continuation of Wording, Summary, Approvals, and Distribution

### Agenda Wording

### Summary (Background)

<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			

### **Distribution List**

mcart@spokanecity.org

sblackwell@spokanecity.org

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	June 3, 2024
<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Shae Blackwell
<b>Contact Email &amp; Phone</b>	sblackwell@spokanecity.org
<b>Council Sponsor(s)</b>	CM Cathcart
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10
<b>Agenda Item Name</b>	Camping Prohibition Near Recovery and Supportive Services
<b>Proposed Council Action</b>	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	An ordinance prohibiting illegal encampments near facilities offering comprehensive support services and amending Title 12, Chapter 12.02, of the Spokane Municipal Code. The updated language expands the prohibition against unlawful camping to include areas that provide essential recovery services for the Spokane community.
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>    Current year cost:</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: <a href="#">Select Funding Source*</a></p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?</li> </ul>	

- 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?

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

## **ORDINANCE NO. C36544**

AN ORDINANCE prohibiting illegal encampments near facilities offering comprehensive support services and amending Title 12, Chapter 12.02, of the Spokane Municipal Code.

WHEREAS, the Spokane Municipal Code prohibits illegal camping within the city limits, including riverbanks, natural areas, public parks and on other public property ; and

WHEREAS, the citizens of Spokane in 2023 voted to amend the Spokane Municipal Code and expand the prohibition on illegal camping to those areas within one thousand feet of schools, day cares, and parks; and

WHEREAS, homeless and unhoused individuals will often camp at or near addiction treatment facilities, behavioral health facilities, or other support facilities, posing a threat to individuals seeking and receiving services at those facilities; and

WHEREAS, it is the desire of the City Council to expand the prohibition against unlawful camping to include areas that provide essential recovery services for the Spokane community,

**NOW, THEREFORE**, the City of Spokane does ordain:

Section 1. Section 12.02.1002 of the Spokane Municipal Code is amended to read as follows:

The following definitions are applicable in this chapter unless the context otherwise requires:

- A. "Camp" means to pitch, erect or occupy camp facilities, or to use camp paraphernalia or both, for the purpose of, or in such a way as will facilitate, outdoor sheltering for living accommodation purposes or for remaining outdoors overnight, or using a camper, recreational vehicle, trailer, or other vehicle for living accommodation purposes or for the purpose of remaining overnight.
- B. "Camp facilities" include, but are not limited to, tents, huts, temporary shelters, campers, recreational vehicles, or trailers.
- C. "Camp paraphernalia" includes but is not limited to tarpaulins, cots, beds, sleeping bags, hammocks or cooking facilities and similar equipment.
- D. "Park or park facility" means any real property, building, structure, equipment, sign, shelter, swimming pool, vegetation, playground, or other physical property owned or controlled by the City for park purposes. Park or park facility includes all associated areas, including but not limited to parking lots for parks and pools. All park property, whether developed or undeveloped, including adjacent buffer lands,

conservation lands and natural areas, shall be considered to be a “park facility” for purposes of this chapter.

- E. “Public property” shall mean any City-owned property, including but not limited to, parks or park facilities, riverbanks, waterways, conservation areas, natural areas, rights of way, easements, buildings, bridges, or other land or physical structures owned or managed by the City.
- F. “Public Tree” is a tree on City-owned property or on the public right-of-way abutting City-owned property. A public tree may also be a street tree. “City-owned property” does not refer to the right-of-way.
- G. “Right-of-way” means any street, avenue, boulevard, highway, sidewalk, alley, passageway, or other thoroughfare, whether abutting public or private property, used for vehicular or pedestrian travel.
- H. “Street tree” means any tree or shrub located within the public right-of-way.
- I. “Comprehensive Support Services” means services encompassing addiction recovery services, resource distribution centers, congregate shelters, transitional or non-permanent housing. Such services include, but are not limited to, behavioral health services providers as defined in RCW 71.05.020.

**Section 2.** Section 12.02.1010 of the Spokane Municipal Code is amended as follows:

A. Prohibition

- 1. No person may camp in or upon any public property including, but not limited to, on conservation lands and natural areas abutting the Spokane River, Latah Creek and their tributaries, unless specifically authorized by declaration of the Mayor in emergency circumstances.
- 2. At all times, regardless of the availability of shelter, it is unlawful to camp where such activity poses:
  - a. a substantial danger to any person,
  - b. an immediate threat and/or an unreasonable risk of harm to public health or safety, or
  - c. a disruption to vital government services.

In such circumstances, the encampment shall be subject to expedited removal pursuant to SMC 12.02.1011.

3. At all times, regardless of the availability of shelter space or beds, it is unlawful to camp or store personal property, including camp facilities and camp paraphernalia, or to have unauthorized encampments, at any time in the following locations:
  - a. Underneath or within 50 feet of any railroad viaduct (~~(located within the Spokane Police Department's Downtown Precinct boundary as shown out in Exhibit A; and)~~), or
  - b. Within (~~(three blocks)~~) one thousand (1000) feet of any (~~(congregate shelter)~~) facility providing comprehensive support services, provided that signs are posted prohibiting camping that are clearly visible to pedestrians; or
  - c. In public within one thousand (1,000) feet of the perimeter of the grounds of a park (SMC Section 12.06A.030(B&D)), a day care center or child care facility (RCW 35.63.170(3-4)), or a public or private school (RCW 28A.150.010 and RCW 28A.195.010).

## B. Penalty

A violation of this section is a misdemeanor. Unless otherwise subject to custodial arrest on a warrant or probable cause for another crime, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be referred to community court by officer citation.

## C. Enforcement

1. Law enforcement officers shall not issue a criminal citation to enforce unauthorized camping in violation of section 12.02.1010 (A)(1) when an individual is on public property at a time when there is no available overnight shelter. Nothing in this section shall be construed to prevent the enforcement of section 12.02.1003 at all times, regardless of the availability of shelter, when a person is causing harm to the Spokane River or Latah Creek or to the banks and natural areas that buffer these waterways; nor shall this section be construed to prevent the expedited removal of an encampment on any public property pursuant to section 12.02.1012 (C).
  - a. Prior to issuing a citation to a homeless person who is sleeping, lying, sitting, or camping outdoors, the police officer must first confirm that a 24/7 low-barrier shelter had available space during the previous twenty-four hours that could have been utilized by that individual.



- b. Confirmation of overnight shelter availability may come from data provided through a City-approved data system or through direct contact with regional low-barrier shelters, and shall consist of the following:
  - i. whether a shelter has available space for sleeping,
  - ii. the number of available spaces, and
  - iii. the guests each shelter will accept (i.e. men, women, families with children, etc.).

2. Sections 12.02.1010 (A)(2) and (A)(3) are enforceable at all times regardless of shelter availability((~~τ~~)).

**Section 3. Rule-Making.** The Department of Community and Economic Development is authorized to promulgate a public rule consistent with, and necessary to implement and enforce, the provisions of Sections 12.02.1000 through 12.02.1012 of the Spokane Municipal Code. Any public rule promulgated under this chapter shall be submitted to the city council for approval by resolution no later than the date of its adoption or within 60 days of the effective date of this ordinance, whichever is later.

**Section 4. Severability.** If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 5. Clerical Errors.** Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on June \_\_\_\_, 2024.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

---

Mayor

---

Date

---

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 07/22/2024**Committee Agenda type:** Discussion**Date Rec'd**

7/3/2024

**Clerk's File #**

CPR 2024-0016

**Cross Ref #****Project #****Council Meeting Date:** 07/15/2024**Submitting Dept**

CITY COUNCIL

**Bid #****Contact Name/Phone**

CM CATHCART 6257

**Requisition #****Contact E-Mail**

MCATHCART@SPOKANECITY.ORG

**Agenda Item Type**

Special Considerations

**Council Sponsor(s)**

MCATHCART

**Agenda Item Name**

0320 - SB6175 RULEMAKING REQUEST LETTER

**Agenda Wording**

A letter requesting Governor Inslee to direct the Department of Revenue to expedite the rulemaking process and publish finalized rules implementing SB 6175 before the end of this year.

**Summary (Background)**

Spokane's housing needs have reached a critical level. SB 6175 is an important tool for the conversion of existing buildings into affordable housing in Spokane.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

**Narrative****Amount****Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

**Additional Approvals**

**Distribution List**

mcart@spokanecity.org

sblackwell@spokanecity.org

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	June 24, 2024
<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Shae Blackwell
<b>Contact Email &amp; Phone</b>	sblackwell@spokanecity.org
<b>Council Sponsor(s)</b>	CM Cathcart
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10
<b>Agenda Item Name</b>	6175 Expedited Rulemaking Letter to Governor Inslee
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>A letter from City Council Members requesting the Governor to direct the Department of Revenue to expedite the rulemaking process and publish finalized rules implementing SB 6175 before the end of this year. SB 6175 is an important tool for the conversion of existing buildings into affordable housing in Spokane.</p>
*use the Fiscal Impact box below for relevant financial information	
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <a href="#">Click or tap here to enter text.</a> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
<b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?</li> </ul> <p>Like many other communities across the state and region, Spokane is experiencing a housing crisis. Our community is in significant need of housing at all levels and our inability to meet the demand is at critical</p>	

levels. To this end, Spokane has taken significant steps, especially emphasizing missing middle and in-fill development as a means to spur housing development at all levels in neighborhoods throughout the city.

- 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?

Building more affordable housing options is the highest priority for getting individuals and families into stable housing. Along with many policies across the City, this letter most closely aligns with the July 26, 2021 Housing Emergency Proclamation executed by the previous Administration of the City of Spokane. The proclamation states that a housing emergency exists and directs the City to pursue the following goals: Explore and expand allowed housing types to encourage missing middle housing through Spokane's neighborhoods, Reduce overall development costs and target efforts to increase the development of affordable housing through the City, Shorten the development cycle and reduce municipal barriers, Keep vulnerable populations housed.

#### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

The letter was drafted after the most recent meeting of the Housing Action Subcommittee. The committee will not meet again until July 18.



Spokane City Council

808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3335  
(509) 625-6255

July 8, 2024

**Via Email**

The Honorable Jay Inslee  
Governor, State of Washington  
PO Box 40002  
Olympia, WA 98504-0002

**RE: E2SSB 6175 Implementation and the DOR Rulemaking Process**

Dear Governor Inslee,

Today, we are writing to ask you to consider taking bold action amidst the housing crisis by directing the Department of Revenue to expedite the rulemaking process and publish a finalized rules implementing SB 6175 before the end of this year.

Like many other communities across the state and region, Spokane is experiencing a housing crisis. Our community is in significant need of housing at all levels and our inability to meet the demand is at critical levels. To this end, Spokane has taken significant steps, especially emphasizing missing middle and in-fill development as a means to spur housing development at all levels in neighborhoods throughout the city.

You signed SB 6175 into law on March 28, and this essential tax incentive became law on June 6. However, before municipalities can implement its provisions, and before developers can begin the lengthy application process, the Department of Revenue must complete the related rule-making process. Sections 11 and 12 of the bill set forth specific requirements that must be satisfied with the Department, ostensibly after the Department adopts rules pursuant to Section 3 (13) of the bill. We urge you to direct the Department to conduct emergency rulemaking under RCW 34.05.350 or at least expedited rule-making pursuant to RCW 34.05.353. This is particularly justified given that the incentives offered under SB 6175 are very similar to those authorized under RCW 82.92, which is implemented under the Department's existing rules. In short, there is no need to "re-invent the wheel" when developing rules for the new program under SB 6175.

Our Spokane developers stand ready to convert existing buildings in our downtown core to new and affordable housing; however, based on the overly long proposed rulemaking timeline combined with unfortunate language within the new law regarding the timing of projects, we are concerned that developers are disincentivized from moving forward on projects that fall under this policy, effectively hitting "pause" on needed downtown housing developments that could be accelerated under this program.

A successful mitigation of this housing crisis will mean implementing new processes and innovative thinking to address our statewide problems head-on. Spokane has shown its ability to lead on housing policy and initiatives as demonstrated through the successful Building Opportunity and Choices for All Act. The Smart Cities award you presented to us earlier this year was a tremendous achievement for our City of Spokane planning staff and city leadership.

**The undersigned members of the Spokane City Council thank you for your consideration. Again, for the sake of those needing affordable housing options in our community, we urge you to consider this critical request.**



**SPECIAL CONSIDERATIONS S1 / CPR 2024-0016  
(KLITZKE AMENDMENT)(07-12-24)**



**SPOKANE CITY COUNCIL**

808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3335  
(509) 625-6255

July 12, 24

Drew Shirk  
Director  
Washington Department of Revenue

Steve Ewing  
Legislative and External  
Affairs Liaison  
Washington Department of Revenue

Brenton Madison  
Tax Policy Manager  
Washington Department of Revenue

Via Email:  
SteveE2@dor.wa.gov

Via Email:  
BrentonM@dor.wa.gov

**RE: Public Meeting WAC 458-20-[NEW SECTION]  
(Implementing E2SSB 6175 (2024))**

Dear Mr. Madison, Mr. Shirk, and Mr. Ewing,

The Spokane City Council appreciates the opportunity to comment on the rulemaking process for E2SB 6175. This incentive will be a critical tool as we work to address the current housing crisis in our city. We thank you for expediting the development of guidelines and are grateful that they may be completed by the end of this summer.

Like many other communities across the state and region, Spokane is experiencing a housing crisis. Our community is in significant need of housing at all levels and our inability to meet the demand is at critical levels. To this end, Spokane has taken significant steps, especially emphasizing missing middle and in-fill development, as a means to spur housing development at all levels in neighborhoods throughout the city.

This essential tax incentive became law on June 6. However, before municipalities can implement it provisions, and before developers can begin the lengthy application process, the Department of Revenue must complete the related rule-making process. Sections 11 and 12 of the bill set forth specific requirements that must be satisfied with the Department, ostensibly after the Department adopts rules pursuant to Section 3 (13) of the bill. Expedited rulemaking is particularly justified given that the incentives offered under SB 6175 are very similar to those authorized under RCW 82.92,

which is implemented under the Department's existing rules. In short, there is no need to "re-invent the wheel" when developing rules for the new program under SB 6175.

Our Spokane developers stand ready to convert existing buildings in our downtown core to new and affordable housing and language within the new law regarding the timing of projects, caused concerned that developers would be disincentivized from moving forward on projects that fall under this policy, effectively hitting "pause" on needed downtown housing developments that could be accelerated under this program. Completing the guidelines by the end of summer will help address those concerns.

A successful mitigation of this housing crisis will mean implementing new processes and innovative thinking to address our statewide problems head-on. Spokane has shown its ability to lead on housing policy and initiatives as demonstrated through the successful Building Opportunity and Choices for All Act. The Smart Cities award you presented to us earlier this year was a tremendous achievement for our City of Spokane planning staff and city leadership.

**The undersigned members of the Spokane City Council thank you for your consideration and applaud the effort to expedite this rulemaking process. For the sake of those needing affordable housing options in our community, the extra effort is worth it.**

Sincerely,

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Betsy Wilkerson, City Council President

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Michael Cathcart, City Council Member, Dist. 1

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Kitty Klitzke, City Council Member, Dist. 3

---

Jonathan Bingle, City Council Member, Dist. 1

---

Paul Dillon, City Council Member, Dist. 2

---

Zack Zappone, City Council Member, Dist. 3

---

Lili Navarrete, City Council Member, Dist. 2

Cc: The Honorable Jay Inslee, Governor



**Agenda Sheet for City Council:**

**Committee:** Public Safety **Date:** 05/06/2024

**Committee Agenda type:** Discussion

**Date Rec'd** 4/25/2024

**Clerk's File #** ORD C36522

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 05/20/2024

<b>Submitting Dept</b>	CITY COUNCIL	<b>Project #</b>	
<b>Contact Name/Phone</b>	CM DILLON X6254	<b>Bid #</b>	
<b>Contact E-Mail</b>	PDILLON@SPOKANECITY.ORG	<b>Requisition #</b>	
<b>Agenda Item Type</b>	Emergency Ordinance		
<b>Council Sponsor(s)</b>	PDILLON LNAVARRETE		
<b>Agenda Item Name</b>	0320 - ORDINANCE ESTABLISHING MORATORIUM IN LATAH VALLEY /		

**Agenda Wording**

Ordinance establishing one-year moratorium on subdivision applications in the Latah Valley / Grandview Thorpe neighborhoods, and setting a hearing pursuant to RCW 36.70A.390.

**Summary (Background)**

An ordinance imposing an immediate one-year moratorium relating to subdivision applications for unplatted property in the Latah/Hangman and Grandview/Thorpe Neighborhoods, and setting a hearing per RCW 36.70A.390. This is due to a significant increase in residential development and an inadequate availability of fire protections resources, as well as ingress and egress in the event of an emergency. The ordinance includes an emergency clause.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? NO

Total Cost \$ Unknown

Current Year Cost \$ Unknown

Subsequent Year(s) Cost \$ Unknown

**Narrative**

If enacted, the moratorium will trigger a need to conduct significant planning around wildfire safety and emergency ingress/ingress measures. The cost, timeline and funding source for such planning has not yet been identified.

<b>Amount</b>	<b>Budget Account</b>
Select \$	#
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#

PASSED BY  
SPOKANE CITY COUNCIL

5/20/2024  
*Yvonne H. Gustin*  
CITY CLERK



## Committee Briefing Paper

### Public Safety & Community Health Committee

<b>Committee Date</b>	05/06/24
<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Paul Dillon
<b>Contact Email &amp; Phone</b>	pdillon@spokanecity.org X6254
<b>Council Sponsor(s)</b>	Dillon, Navarrete
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 20 minutes
<b>Agenda Item Name</b>	Ordinance Establishing Development Moratorium in Latah Valley
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p><b>*use the Fiscal Impact box below for relevant financial information</b></p> <p>An ordinance imposing an immediate moratorium relating to subdivision applications for unplatted property in the Latah/Hangman and Grandview/Thorpe Neighborhoods, and setting a hearing per RCW 36.70A.390. This is due to a significant increase in residential development and an inadequate availability of fire protections resources, as well as ingress and egress in the event of an emergency.</p> <p>The ordinance would impose a one year moratorium on any development applications for unplatted parcels in the affected area. Per RCW 36.70A.390 a hearing must be conducted within 60 days of enactment. The draft ordinance assumes a Council adoption date of June 3 and hearing date of July 29.</p> <p><b>Emergency Clause: Yes</b></p>
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Unknown Subsequent year(s) cost: Unknown	
<b>Narrative:</b> If enacted, the moratorium will trigger a need to conduct significant planning around wildfire safety and emergency ingress/ingress measures. The cost, timeline and funding source for such planning has not yet been identified.	
<b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.) <b>None identified</b>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
<ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?</li> </ul>	

**None known or identified. The area affected is not traditionally viewed as a historically excluded 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?

**The moratorium will trigger extensive planning to determine wildfire safety and emergency measures. Any impacts on communities based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities may be identified in planning.**

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

**Ongoing data collection will continue, particularly in the area of fire risk, mitigation and prevention. See response to previous question.**

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

**Public safety is an important element in every city plan. Moratoriums regulate unplanned development in certain areas, but also provide for a period of time for planning to ensure appropriate safety elements are included, and development does not burden an area with growing housing without appropriate safety infrastructure.**

#### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

**No council subcommittee. Not applicable.**

## ORDINANCE NO. C36522

AN ORDINANCE imposing an immediate one-year moratorium on new preliminary subdivision and short subdivision applications in the Latah/Hangman and Grandview/Thorpe Neighborhoods; setting a public hearing; and declaring an emergency.

WHEREAS, there has been a significant increase in residential development in the Latah/Hangman and Grandview/Thorpe Neighborhoods in recent years; and

WHEREAS, the City of Spokane has identified and begun initial investments for a permanent community fire station that can support a regional wildland fire response. The facility will serve as a regional interagency resource for routine threats from fire and emergency medical incidents; and

WHEREAS, the City of Spokane is in the process of updating its Comprehensive Plan by year 2026 to include climate resiliency and better fire response times; and

WHEREAS, the City Council has identified urgent changes for wildland fire protection that are needed to serve the increased growth and development occurring and anticipated in the Latah/Hangman and Grandview/Thorpe Neighborhoods; and

WHEREAS, pursuant to RCW 19.27.560 *et seq* and Chapter 17F.110.010 of the Spokane Municipal Code (SMC), the City will adopt an amended Wildland Urban Interface Code (WUI); and

WHEREAS, the Latah/Hangman and Grandview/Thorpe areas are within Spokane's highest-risk wildland-urban interface (WUI) zone and was adjacent to several major wildfires in summer 2023, including the devastating Gray Fire; and

WHEREAS, by enacting RCW 19.27.560 *et seq*, the legislature intended to enable cities to plan for new growth and development by establishing minimum regulations for land use and the built environment in designated WUI areas for the stated purpose of mitigating wildfire hazard; and

WHEREAS, the Washington State Legislature updated 19.27.560 with SB 6120 in 2024 so cities may complete their own map of areas at greatest risk from wildfire for use in applying the WUI Code, and whereas further any map adopted by counties, cities, and towns must utilize the same or substantially similar criteria as the statewide map developed by Department of Natural Resources (DNR); and

WHEREAS, all counties, cities, and towns issuing commercial and residential building permits in areas identified as high risk or very high risk on the

As Amended and Passed on 5/20/2024



statewide map or local map of areas at greatest risk from wildfire must apply the code as adopted by the State Building Code Council; and

WHEREAS, a moratorium enacted under RCW 36.70A.390 is a method by which local governments may preserve the status quo so that new plans and regulations will not be rendered moot by intervening development; and

WHEREAS, pursuant to RCW 36.70A.390, a moratorium may be effective for one year if a work plan is developed for related studies; and

WHEREAS, RCW 36.70A.390 authorizes the enactment of a moratorium without a hearing (see also *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641, 904 P.2d 317 (1995)); and

WHEREAS, pursuant to RCW 36.70A.390, when the City Council adopts a moratorium without holding a public hearing on the proposed moratorium, it must hold a hearing on the adopted moratorium within at least sixty days of its adoption; and

WHEREAS, the City intends to impose a moratorium on the acceptance, processing, review and approval of applications for new preliminary short subdivisions and preliminary subdivisions within the Latah/Hangman and Grandview/Thorpe Neighborhoods as further depicted in the attached Exhibit A, which is incorporated into these findings by reference; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act ("SEPA"); and

WHEREAS, the City Council finds that the moratorium imposed by this ordinance is necessary for the protection of the public peace, health, or safety and for the immediate support of City government and its existing public institutions.

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

**Section 1. Findings of Fact.** The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the moratorium established by this ordinance. The City Council may, in its discretion, adopt additional findings after public hearing referenced in Section 5 below.

**Section 2. Moratorium Imposed.** A moratorium is imposed on the acceptance, processing, review and approval of applications for new preliminary short subdivisions and preliminary subdivisions (collectively "Subdivision Applications"), in those portions of the Latah/Hangman and Grandview/Thorpe Neighborhoods shown in the attached Exhibit A (referred to herein as the "Moratorium Zone").

As Amended and Passed on 5/20/2024



During the term of this moratorium, the City will not accept, process, review and/or approve new applications for preliminary short subdivisions or preliminary subdivisions for sites in the Moratorium Zone, but will continue to process applications that were counter complete, as provided in the Spokane Municipal Code, prior to the effective date of this ordinance. The moratorium shall not apply to applications for preliminary short subdivisions and preliminary subdivisions that vested prior to the effective date of this ordinance.

**Section 3. Purposes and Work Plan.** The purpose of this moratorium is to allow the City adequate time to assesses the threat of wildfire to the Latah/Hangman and Grandview/Thorpe Neighborhoods, plan for and implement the necessary mitigations, and adopt related code changes. Expected work items include:

- Amending Section 17F.110.010; and
- Performing a full assessment of wildfire risks and mitigation strategies throughout the area; and
- Establishing emergency response procedures within the area; and
- Planning the construction of firefighting infrastructure, including a permanent Latah Fire Station; and
- Modifying other sections of the Spokane Municipal Code as necessary to protect the health and safety of residents.

Pursuant to RCW 36.70A.390, this moratorium does not apply to building permit applications for the construction of transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed or to building permit applications for or the construction of indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed.

**Section 4. Duration of Moratorium.** The moratorium imposed by this Ordinance shall be in effect for a period of one year, beginning on the date of the adoption of this Ordinance. During this period, the City will work on updating a Latah Master Plan while it assesses and collects data in the Latah/Hangman and Grandview/Thorpe Neighborhoods consistent with Section 3 above.

**Section 5. Public Hearing on Moratorium.** Pursuant to RCW 36.70A.390, the City Council shall hold a public hearing on this moratorium on July 15, 2024. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this moratorium.

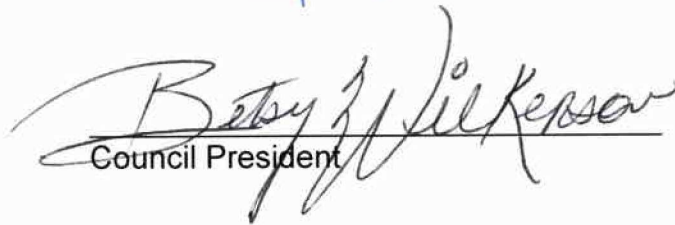
**Section 6. Severability.** If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent

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


**Section 8. Emergency Clause.** The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED BY THE CITY COUNCIL ON May 20, 2024.

  
Council President

Attest:

  
City Clerk

  
Mayor

Approved as to form:

  
Assistant City Attorney

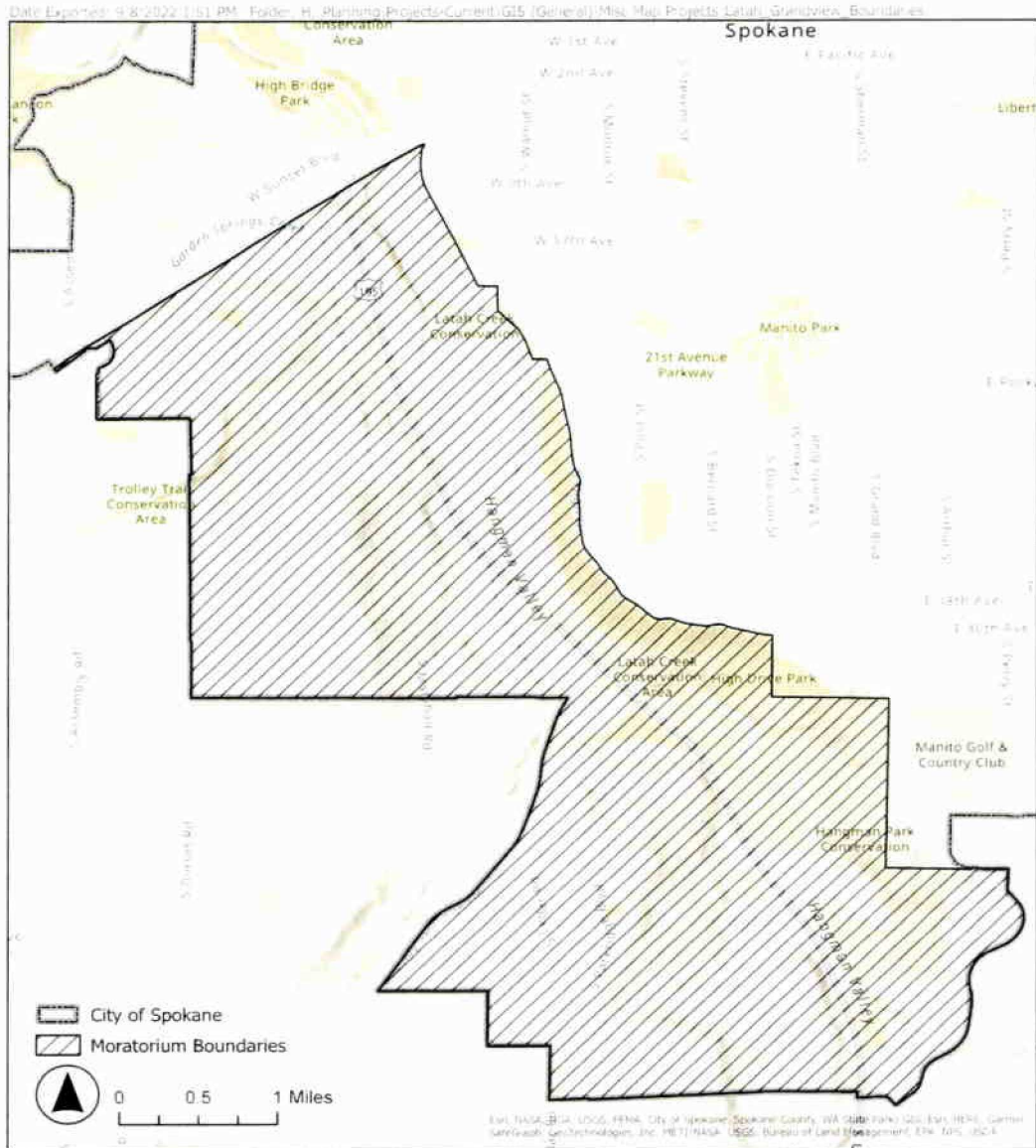
5/28/2024  
Date

May 20, 2024  
Effective Date



As Amended and Passed on 5/20/2024

## Exhibit A Map of Moratorium Zone



### Exhibit A: Ordinance No. C-XXXXX Latah/Hangman & Grandview/Thorpe Moratorium Area

This is not a legal document.  
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.