

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MAY 6, 2013

MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER MICHAEL A. ALLEN

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER NANCY McLAUGHLIN

COUNCIL MEMBER STEVE SALVATORI

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER AMBER WALDREF

COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

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 WEDNESDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

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. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one 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 as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the podium and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- 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, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

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 Gita George-Hatcher at (509) 625-7083, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ggeorge-hatcher@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. George-Hatcher at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|--|---|
| <p>1. Low Bids of Red Diamond Construction, Inc. (Spokane, WA) for:</p> <p>a. Sycamore Street from Everett Avenue to Nebraska Avenue; Rowan Avenue from Freya Street to Sycamore Street; and Sanson Avenue from Freya Street to Sycamore Street—\$464,339.10. An administrative reserve of \$46,433.91, which is 10% of the contract price, will be set aside.</p> <p>b. Freya Street Sidewalks from 18th Avenue to Ben Burr Boulevard—\$72,748. An administrative reserve of \$7,274.80, which is 10% of the contract price, will be set aside.</p> <p>Gary Nelson</p> | <p>Approve & Authorize Contracts</p> | <p>PRO 2012-0015
LID 2012041</p> <p>PRO 2013-0009
ENG 2012130</p> |
| <p>2. Setting Final Assessment Roll Hearings before the Hearing Examiner for June 4, 2013 at:</p> <p>a. 1:30 p.m. for the street improvements of Oak Street from Inland Empire Way to 28th Avenue. (Latah Valley Neighborhood)</p> | <p>Set Hrgs. 6/4/2013</p> | <p>PRO 2010-0034
LID 2010134</p> |

b. 2:30 p.m. for the paving of the alley between Marshall Avenue and South Crescent Avenue from Lacey Street to Nelson Street. (Chief Garry Park Neighborhood) PRO 2012-0010
LID 2010135

c. 3:30 p.m. for the street improvements of 15th Avenue from Chestnut Street to Inland Empire Way; 14th Avenue from Chestnut Street to Inland Empire Way. PRO 2011-0016
LID 2011082

Gary Nelson

3. Grant Agreement from March 1, 2013 through September 30, 2014 with the U.S. Department of Transportation awarding funds of \$53,581 and \$13,396 in matching money—\$66,977 total revenue. Approve OPR 2013-0341

Carly Cortright

4. Multiple Family Housing Property Tax Exemption Agreement with North Gorge Commercial Partners, LLC (Liberty Lake, WA) for 24 townhome and apartment units located at 1102 West Ide Avenue and 1133 West College Avenue, Parcel Numbers 35183.0094 and 35183.0074. Approve OPR 2013-0342

Teri Stripes

5. Contract with Pacific Hide and Fur Depot, Inc., DBA Pacific Steel and Recycling (Spokane, WA), to process and market recyclable scrap metals collected at the Waste-to-Energy Facility, transfer stations and recycling centers from May 1, 2013 through November 16, 2014—\$119,224.75 estimated revenue. Approve OPR 2013-0343
RFP 3921-13

Ken Gimpel

6. Report of the Mayor of pending: Approve & Authorize Payments CPR 2013-0002

a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.

CPR 2013-0003

b. Payroll claims of previously approved obligations through _____: \$_____.

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)
(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

LEGISLATIVE SESSION

(6:00 P.M.)
(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2013-0031 Regarding an agreement to use, occupy, expand and reconfigure public property, known as the "Core Property," in order to complete the Convention Center Expansion.

Michael Werner

RES 2013-0032 Approving settlement on claim of Scott Stephens arising out of an incident on December 19, 2012—\$190,000.

Sam Faggiano

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C34981 Combining the water and sewer funds; adopting a new Section 7.08.402 to Chapter 7.08 SMC; repealing SMC Sections 7.08.400 and 7.08.401; and setting an effective date.

Rock Romero

ORD C34982 Relating to the lawful use and access to the Spokane River; amending SMC Section 10.19.010 of the Spokane Municipal Code.

Sponsors: Council President Ben Stuckart and Council Member Jon Snyder

ORD C34983 (To be considered under Hearings Item H1.b.)

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

RECOMMENDATION

H1.	a. Vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati	Approve Subj. to Conditions	ORD C34983
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Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st subdivision of Block "A" in 3rd Sinto Addition to the East line of Dakota Street requested by Gonzaga University. (Logan Neighborhood)

- b. First Reading Ordinance C34983 vacating Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st subdivision of Block "A" in 3rd Sinto Addition to the East line of Dakota Street.

Further
Action
Deferred

Eldon Brown

**Motion to Approve Advance Agenda for May 6, 2013
(per Council Rule 2.1.2)**

OPEN FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

ADJOURNMENT

The May 6, 2013, Regular Legislative Session of the City Council is adjourned to Monday, May 13, 2013.

NOTES



Agenda Sheet for City Council Meeting of:
05/06/2013

Date Rec'd	4/24/2013
Clerk's File #	PRO 2012-0015
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	GARY NELSON 625-6678	Project #	2012041
Contact E-Mail	GNELSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 13436
Agenda Item Name	0370-LOW BID AWARD-SYCAMORE/ROWAN/SANSON		

Agenda Wording

Low Bid of Red Diamond Construction, Inc., (Spokane, WA) for Sycamore Street from Everett Avenue to Nebraska Avenue; Rowan Avenue from Freya Street to Sycamore Street and Sanson Avenue from Freya Street to Sycamore Street - \$464,339.10 (see attached)

Summary (Background)

On 4/22/13 bids were opened for the above project. The low bid was from Red Diamond Construction, Inc. in the amount of \$464,339.10, which is \$272,131.75 or 36.80% under the Engineer's Estimate; seven other bids were received: Bacon Concrete, Inc.-\$514,415.45, L & L Cargile, Inc.-\$526,205.70, Inland Asphalt Company-\$527,261.60, Shamrock Paving, Inc.-\$533,333.33, Spokane Rock Products, Inc.-\$573,712.35, Half Moon Construction & Leasing, Inc.-\$578,771.51 and Halme Construction, Inc.-\$603,227.50.

Fiscal Impact	Budget Account
Expense \$ 551,155.04	# 3350 99999 99999 18901
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	TAYLOR, MIKE	Study Session	
Division Director	QUINTRALL, JAN	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	sdecker@spokanecity.org	
For the Mayor	SANDERS, THERESA	rdykes@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		pdolan@spokanecity.org	
		mlesesne@spokanecity.org	
		acline@spokanecity.org	
		htrautman@spokanecity.org	

City Of Spokane
Engineering Services Department

***** Bid Tabulation *****

Project Number: 2012041

Project Description Rowan-Sanson-Sycamore LID

Original Date 3/21/2013 9:42:07 AM

Funding Source Local

Update Date 4/22/2013 2:17:00 PM

Preparer Andy Morse

Addendum

Project Number: 2012041			Engineer's Estimate		Red Diamond Construction Inc		Bacon Concrete Inc		L & L Cargile Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description				Tax Classification						
Schedule 01 COMMON ITEMS				Public Street Improvement						
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	500.00	*****	300.00	*****	400.00	*****	50.00
103	POTHOLING	2 EA	320.00	640.00	125.00	250.00	100.00	200.00	100.00	200.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	5 EA	400.00	2,000.00	300.00	1,500.00	350.00	1,750.00	425.00	2,125.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	300.00	*****	400.00	*****	1,000.00	*****	600.00
106	MOBILIZATION	1 LS	*****	66,952.00	*****	14,000.00	*****	31,000.00	*****	30,571.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	2,000.00	*****	500.00	*****	2,600.00	*****	2,100.00
108	ESC LEAD	1 LS	*****	500.00	*****	200.00	*****	450.00	*****	100.00
109	SIGNING, PERMANENT	1 LS	*****	4,000.00	*****	3,460.00	*****	3,500.00	*****	3,680.00
Schedule Totals				76,893.00		20,611.00		40,901.00		39,427.00

Project Number: 2012041			Engineer's Estimate		Red Diamond Construction Inc		Bacon Concrete Inc		L & L Cargile Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description				Tax Classification						
Schedule 02 STREET & STORM				Public Street Improvement						
201	REMOVE EXISTING CURB AND GUTTER	70 LF	6.25	437.50	4.00	280.00	8.00	560.00	5.50	385.00
202	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	56 SY	15.00	840.00	5.00	280.00	10.00	560.00	6.50	364.00
203	SAWCUTTING RIGID PAVEMENT	145 LFI	362.50	52,562.50	1.00	145.00	1.00	145.00	1.00	145.00
204	SAWCUTTING FLEXIBLE PAVEMENT	935 LFI	1.00	935.00	0.40	374.00	0.50	467.50	0.30	280.50
205	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	7 EA	425.00	2,975.00	100.00	700.00	200.00	1,400.00	270.00	1,890.00
206	ROADWAY EXCAVATION INCL. HAUL	3390 CY	14.50	49,155.00	9.00	30,510.00	9.15	31,018.50	8.75	29,662.50
207	PREPARATION OF UNTREATED ROADWAY	8175 SY	2.25	18,393.75	1.20	9,810.00	1.90	15,532.50	1.40	11,445.00
208	CRUSHED SURFACING TOP COURSE	1362 CY	43.00	58,566.00	30.00	40,860.00	36.80	50,121.60	31.00	42,222.00
209	CSBC DRIVEWAY TRANSITION	140 SY	39.00	5,460.00	8.00	1,120.00	16.00	2,240.00	14.00	1,960.00
210	CSTC FOR SIDEWALK AND DRIVEWAYS	177 CY	55.00	9,735.00	30.00	5,310.00	24.00	4,248.00	23.00	4,071.00
211	HMA CL. 1/2 IN. PG 64-28, 4 INCH THICK	7315 SY	17.00	124,355.00	14.00	102,410.00	15.60	114,114.00	14.80	108,262.00
212	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	100 SY	45.00	4,500.00	18.00	1,800.00	16.00	1,600.00	39.43	3,943.00
213	SOIL RESIDUAL HERBICIDE	7315 SY	0.25	1,828.75	0.15	1,097.25	0.15	1,097.25	0.16	1,170.40
214	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
215	COMPACTION PRICE ADJUSTMENT	1 EST	2,487.10	2,487.10	2,487.10	2,487.10	2,487.10	2,487.10	2,487.10	2,487.10
216	CEMENT CONCRETE CURB WALL	35 LF	40.00	1,400.00	30.00	1,050.00	30.00	1,050.00	30.00	1,050.00
217	DRYWELL TYPE 1	4 EA	2,200.00	8,800.00	2,000.00	8,000.00	2,000.00	8,000.00	3,065.00	12,260.00
218	DRYWELL TYPE 2	15 EA	3,000.00	45,000.00	2,900.00	43,500.00	2,600.00	39,000.00	3,625.00	54,375.00
219	ADJUST EXISTING VALVE BOX IN ASPHALT	4 EA	310.00	1,240.00	225.00	900.00	200.00	800.00	345.00	1,380.00

Project Number: 2012041			Engineer's Estimate		Red Diamond Construction Inc		Bacon Concrete Inc		L & L Cargile Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> STREET & STORM				Public Street Improvement						
220	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN ASPHALT	3 EA	450.00	1,350.00	500.00	1,500.00	375.00	1,125.00	620.00	1,860.00
221	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN CONCRETE	1 EA	520.00	520.00	500.00	500.00	375.00	375.00	620.00	620.00
222	CLEANING EXISTING DRAINAGE STRUCTURE	2 EA	300.00	600.00	120.00	240.00	200.00	400.00	90.00	180.00
223	CLEANING EXISTING SANITARY SEWER	3 EA	400.00	1,200.00	120.00	360.00	500.00	1,500.00	180.00	540.00
224	INLET PROTECTION	2 EA	100.00	200.00	40.00	80.00	75.00	150.00	80.00	160.00
225	STABILIZED CONSTRUCTION ENTRANCE	80 SY	20.00	1,600.00	1.00	80.00	10.00	800.00	12.00	960.00
226	MULCHING	915 SY	0.75	686.25	1.25	1,143.75	0.50	457.50	0.75	686.25
227	TOPSOIL TYPE A, 2 INCH THICK	17 SY	7.50	127.50	7.00	119.00	20.00	340.00	7.50	127.50
228	HYDROSEEDING	915 SY	1.15	1,052.25	0.90	823.50	0.50	457.50	0.93	850.95
229	SOD INSTALLATION	17 SY	15.00	255.00	20.00	340.00	15.00	255.00	21.00	357.00
230	TOPSOIL FOR BIO-FILTRATION SWALES, 12 INCH THICK	915 SY	12.50	11,437.50	14.50	13,267.50	12.50	11,437.50	15.00	13,725.00
231	CONSTRUCT BIO-INFILTRATION SWALE	915 SY	7.65	6,999.75	3.30	3,019.50	3.70	3,385.50	6.00	5,490.00
232	SWALE DRAIN PAD	64 EA	55.00	3,520.00	55.00	3,520.00	45.00	2,880.00	42.00	2,688.00
233	CURB DROP INLET	64 EA	105.00	6,720.00	55.00	3,520.00	45.00	2,880.00	42.00	2,688.00
234	CURB INLET - COUNTY TYPE 2	1 EA	900.00	900.00	800.00	800.00	700.00	700.00	746.00	746.00
235	4 IN. PVC IRRIGATION SLEEVE	200 LF	8.00	1,600.00	4.00	800.00	6.00	1,200.00	4.75	950.00
236	CEMENT CONCRETE CURB	160 LF	22.00	3,520.00	14.00	2,240.00	11.00	1,760.00	12.10	1,936.00
237	CEMENT CONC. CURB AND GUTTER	3340 LF	18.00	60,120.00	10.00	33,400.00	12.00	40,080.00	11.85	39,579.00

Project Number: 2012041			Engineer's Estimate		Red Diamond Construction Inc		Bacon Concrete Inc		L & L Cargile Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> STREET & STORM				Public Street Improvement						
238	CEMENT CONCRETE DRIVEWAY	880 SY	38.00	33,440.00	34.00	29,920.00	31.50	27,720.00	34.50	30,360.00
239	CEMENT CONCRETE DRIVEWAY TRANSITION	130 SY	32.00	4,160.00	34.00	4,420.00	31.50	4,095.00	34.00	4,420.00
240	REMOVE AND REINSTALL 6' CHAIN LINK FENCE	500 LF	18.00	9,000.00	28.00	14,000.00	28.00	14,000.00	29.50	14,750.00
241	CEMENT CONC. SIDEWALK	1420 SY	50.00	71,000.00	23.00	32,660.00	22.95	32,589.00	24.50	34,790.00
242	RAMP DETECTABLE WARNING	144 SF	25.00	3,600.00	20.00	2,880.00	18.00	2,592.00	19.00	2,736.00
243	CEMENT CONCRETE STEPS	1.5 CY	500.00	750.00	1,000.00	1,500.00	650.00	975.00	740.00	1,110.00
Schedule Totals				613,027.85		401,765.60		426,594.45		439,661.20

Project Number: 2012041		Engineer's Estimate		Red Diamond Construction Inc		Bacon Concrete Inc		L & L Cargile Inc		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03 WATER</i>				Not Public Street Improvement						
301	DI PIPE FOR WATER MAIN 6 IN. DIAM.	585 LF	36.00	21,060.00	32.00	18,720.00	40.00	23,400.00	41.00	23,985.00
302	TRENCH SAFETY SYSTEM	1 LS	*****	2,000.00	*****	200.00	*****	1,000.00	*****	700.00
303	IMPORTED OR SCREENED NATIVE BEDDING	585 LF	2.00	1,170.00	0.50	292.50	2.00	1,170.00	0.10	58.50
304	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	300.00	*****	100.00	*****	500.00	*****	300.00
305	HYDRANT ASSEMBLY	3 EA	4,100.00	12,300.00	4,600.00	13,800.00	4,000.00	12,000.00	4,698.00	14,094.00
306	TRENCH EXCAVATION FOR WATER SERVICE TAP	290 LF	18.00	5,220.00	15.00	4,350.00	15.00	4,350.00	12.00	3,480.00
307	WATER TAP APPLICATION FEE	6 EA	40.00	240.00	40.00	240.00	40.00	240.00	40.00	240.00
308	2 INCH DOMESTIC WATER TAP INSTALLATION	6 EA	710.00	4,260.00	710.00	4,260.00	710.00	4,260.00	710.00	4,260.00
Schedule Totals				46,550.00		41,962.50		46,920.00		47,117.50

Project Number: 2012041		Engineer's Estimate		Inland Asphalt Company		Shamrock Paving Inc		Spokane Rock Products Inc		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>			<i>Tax Classification</i>							
<i>Schedule 01</i> COMMON ITEMS			Public Street Improvement							
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	500.00	*****	450.00	*****	500.00	*****	750.00
103	POTHOLING	2 EA	320.00	640.00	200.00	400.00	325.00	650.00	250.00	500.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	5 EA	400.00	2,000.00	250.00	1,250.00	365.00	1,825.00	450.00	2,250.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	300.00	*****	250.00	*****	200.00	*****	600.00
106	MOBILIZATION	1 LS	*****	66,952.00	*****	38,925.00	*****	22,390.03	*****	40,000.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	2,000.00	*****	8,000.00	*****	9,000.00	*****	41,500.00
108	ESC LEAD	1 LS	*****	500.00	*****	250.00	*****	800.00	*****	500.00
109	SIGNING, PERMANENT	1 LS	*****	4,000.00	*****	2,590.00	*****	3,600.00	*****	3,455.00
Schedule Totals				76,893.00		52,116.00		38,966.03		89,556.00

Project Number: 2012041			Engineer's Estimate		Inland Asphalt Company		Shamrock Paving Inc		Spokane Rock Products Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description					Tax Classification					
Schedule 02 STREET & STORM					Public Street Improvement					
201	REMOVE EXISTING CURB AND GUTTER	70 LF	6.25	437.50	1.00	70.00	7.00	490.00	7.00	490.00
202	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	56 SY	15.00	840.00	7.00	392.00	6.50	364.00	8.00	448.00
203	SAWCUTTING RIGID PAVEMENT	145 LFI	362.50	52,562.50	0.75	108.75	1.50	217.50	3.00	435.00
204	SAWCUTTING FLEXIBLE PAVEMENT	935 LFI	1.00	935.00	0.25	233.75	0.40	374.00	0.50	467.50
205	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	7 EA	425.00	2,975.00	200.00	1,400.00	550.00	3,850.00	350.00	2,450.00
206	ROADWAY EXCAVATION INCL. HAUL	3390 CY	14.50	49,155.00	9.25	31,357.50	12.50	42,375.00	11.00	37,290.00
207	PREPARATION OF UNTREATED ROADWAY	8175 SY	2.25	18,393.75	2.15	17,576.25	1.25	10,218.75	1.50	12,262.50
208	CRUSHED SURFACING TOP COURSE	1362 CY	43.00	58,566.00	35.00	47,670.00	33.00	44,946.00	35.00	47,670.00
209	CSBC DRIVEWAY TRANSITION	140 SY	39.00	5,460.00	13.80	1,932.00	9.25	1,295.00	22.00	3,080.00
210	CSTC FOR SIDEWALK AND DRIVEWAYS	177 CY	55.00	9,735.00	30.00	5,310.00	23.00	4,071.00	60.00	10,620.00
211	HMA CL. 1/2 IN. PG 64-28, 4 INCH THICK	7315 SY	17.00	124,355.00	14.40	105,336.00	13.90	101,678.50	15.00	109,725.00
212	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	100 SY	45.00	4,500.00	25.00	2,500.00	24.00	2,400.00	37.00	3,700.00
213	SOIL RESIDUAL HERBICIDE	7315 SY	0.25	1,828.75	0.15	1,097.25	0.15	1,097.25	0.15	1,097.25
214	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
215	COMPACTION PRICE ADJUSTMENT	1 EST	2,487.10	2,487.10	2,487.10	2,487.10	2,487.10	2,487.10	2,487.10	2,487.10
216	CEMENT CONCRETE CURB WALL	35 LF	40.00	1,400.00	35.00	1,225.00	40.00	1,400.00	35.00	1,225.00
217	DRYWELL TYPE 1	4 EA	2,200.00	8,800.00	2,500.00	10,000.00	2,500.00	10,000.00	1,900.00	7,600.00
218	DRYWELL TYPE 2	15 EA	3,000.00	45,000.00	3,100.00	46,500.00	3,325.00	49,875.00	2,200.00	33,000.00
219	ADJUST EXISTING VALVE BOX IN ASPHALT	4 EA	310.00	1,240.00	250.00	1,000.00	300.00	1,200.00	225.00	900.00

Project Number: 2012041			Engineer's Estimate		Inland Asphalt Company		Shamrock Paving Inc		Spokane Rock Products Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> STREET & STORM				Public Street Improvement						
220	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN ASPHALT	3 EA	450.00	1,350.00	300.00	900.00	350.00	1,050.00	380.00	1,140.00
221	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN CONCRETE	1 EA	520.00	520.00	300.00	300.00	350.00	350.00	500.00	500.00
222	CLEANING EXISTING DRAINAGE STRUCTURE	2 EA	300.00	600.00	275.00	550.00	225.00	450.00	250.00	500.00
223	CLEANING EXISTING SANITARY SEWER	3 EA	400.00	1,200.00	275.00	825.00	270.00	810.00	250.00	750.00
224	INLET PROTECTION	2 EA	100.00	200.00	100.00	200.00	75.00	150.00	85.00	170.00
225	STABILIZED CONSTRUCTION ENTRANCE	80 SY	20.00	1,600.00	6.00	480.00	20.00	1,600.00	21.00	1,680.00
226	MULCHING	915 SY	0.75	686.25	0.70	640.50	0.75	686.25	1.00	915.00
227	TOPSOIL TYPE A, 2 INCH THICK	17 SY	7.50	127.50	7.00	119.00	7.25	123.25	10.00	170.00
228	HYDROSEEDING	915 SY	1.15	1,052.25	0.90	823.50	1.00	915.00	1.00	915.00
229	SOD INSTALLATION	17 SY	15.00	255.00	20.00	340.00	25.00	425.00	25.00	425.00
230	TOPSOIL FOR BIO-FILTRATION SWALES, 12 INCH THICK	915 SY	12.50	11,437.50	14.50	13,267.50	15.00	13,725.00	16.00	14,640.00
231	CONSTRUCT BIO-INFILTRATION SWALE	915 SY	7.65	6,999.75	8.50	7,777.50	7.50	6,862.50	9.00	8,235.00
232	SWALE DRAIN PAD	64 EA	55.00	3,520.00	55.00	3,520.00	57.00	3,648.00	55.00	3,520.00
233	CURB DROP INLET	64 EA	105.00	6,720.00	55.00	3,520.00	10.30	659.20	10.00	640.00
234	CURB INLET - COUNTY TYPE 2	1 EA	900.00	900.00	850.00	850.00	1,000.00	1,000.00	900.00	900.00
235	4 IN. PVC IRRIGATION SLEEVE	200 LF	8.00	1,600.00	6.00	1,200.00	8.00	1,600.00	5.00	1,000.00
236	CEMENT CONCRETE CURB	160 LF	22.00	3,520.00	15.00	2,400.00	21.00	3,360.00	20.00	3,200.00
237	CEMENT CONC. CURB AND GUTTER	3340 LF	18.00	60,120.00	10.00	33,400.00	11.00	36,740.00	10.50	35,070.00

Project Number: 2012041			Engineer's Estimate		Inland Asphalt Company		Shamrock Paving Inc		Spokane Rock Products Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> STREET & STORM				Public Street Improvement						
238	CEMENT CONCRETE DRIVEWAY	880 SY	38.00	33,440.00	33.20	29,216.00	33.00	29,040.00	32.00	28,160.00
239	CEMENT CONCRETE DRIVEWAY TRANSITION	130 SY	32.00	4,160.00	33.20	4,316.00	28.00	3,640.00	27.00	3,510.00
240	REMOVE AND REINSTALL 6' CHAIN LINK FENCE	500 LF	18.00	9,000.00	27.87	13,935.00	30.00	15,000.00	29.00	14,500.00
241	CEMENT CONC. SIDEWALK	1420 SY	50.00	71,000.00	22.30	31,666.00	27.30	38,766.00	26.50	37,630.00
242	RAMP DETECTABLE WARNING	144 SF	25.00	3,600.00	20.00	2,880.00	21.00	3,024.00	20.00	2,880.00
243	CEMENT CONCRETE STEPS	1.5 CY	500.00	750.00	975.00	1,462.50	670.00	1,005.00	650.00	975.00
Schedule Totals				613,027.85	430,783.10	442,967.30	436,971.35			

Project Number: 2012041		Engineer's Estimate		Inland Asphalt Company		Shamrock Paving Inc		Spokane Rock Products Inc		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03 WATER</i>				Not Public Street Improvement						
301	DI PIPE FOR WATER MAIN 6 IN. DIAM.	585 LF	36.00	21,060.00	42.00	24,570.00	38.00	22,230.00	38.00	22,230.00
302	TRENCH SAFETY SYSTEM	1 LS	*****	2,000.00	*****	600.00	*****	270.00	*****	500.00
303	IMPORTED OR SCREENED NATIVE BEDDING	585 LF	2.00	1,170.00	1.00	585.00	3.00	1,755.00	5.00	2,925.00
304	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	300.00	*****	150.00	*****	270.00	*****	1,500.00
305	HYDRANT ASSEMBLY	3 EA	4,100.00	12,300.00	4,000.00	12,000.00	4,800.00	14,400.00	4,500.00	13,500.00
306	TRENCH EXCAVATION FOR WATER SERVICE TAP	290 LF	18.00	5,220.00	6.75	1,957.50	27.50	7,975.00	7.00	2,030.00
307	WATER TAP APPLICATION FEE	6 EA	40.00	240.00	40.00	240.00	40.00	240.00	40.00	240.00
308	2 INCH DOMESTIC WATER TAP INSTALLATION	6 EA	710.00	4,260.00	710.00	4,260.00	710.00	4,260.00	710.00	4,260.00
Schedule Totals				46,550.00		44,362.50		51,400.00		47,185.00

Project Number: 2012041		Engineer's Estimate		Half Moon Construction & Leasing Inc		Halme Construction Inc				
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>			<i>Tax Classification</i>								
<i>Schedule 01</i> COMMON ITEMS			Public Street Improvement								
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	500.00	*****	1,500.00	*****	335.00	*****	*****	0.00
103	POTHOLING	2 EA	320.00	640.00	500.00	1,000.00	420.00	840.00	0.00	0.00	0.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	5 EA	400.00	2,000.00	1,200.00	6,000.00	511.00	2,555.00	0.00	0.00	0.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	300.00	*****	600.00	*****	680.00	*****	*****	0.00
106	MOBILIZATION	1 LS	*****	66,952.00	*****	23,000.00	*****	65,000.00	*****	*****	0.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	2,000.00	*****	3,000.00	*****	6,700.00	*****	*****	0.00
108	ESC LEAD	1 LS	*****	500.00	*****	1,500.00	*****	335.00	*****	*****	0.00
109	SIGNING, PERMANENT	1 LS	*****	4,000.00	*****	3,600.00	*****	3,925.00	*****	*****	0.00
Schedule Totals				76,893.00		40,201.00		80,371.00			0.00

Project Number: 2012041			Engineer's Estimate		Half Moon Construction & Leasing Inc		Halme Construction Inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> STREET & STORM				Public Street Improvement						
201	REMOVE EXISTING CURB AND GUTTER	70 LF	6.25	437.50	8.00	560.00	3.50	245.00	0.00	0.00
202	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	56 SY	15.00	840.00	10.00	560.00	5.10	285.60	0.00	0.00
203	SAWCUTTING RIGID PAVEMENT	145 LFI	362.50	52,562.50	1.00	145.00	1.00	145.00	0.00	0.00
204	SAWCUTTING FLEXIBLE PAVEMENT	935 LFI	1.00	935.00	0.50	467.50	0.30	280.50	0.00	0.00
205	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	7 EA	425.00	2,975.00	1,000.00	7,000.00	240.00	1,680.00	0.00	0.00
206	ROADWAY EXCAVATION INCL. HAUL	3390 CY	14.50	49,155.00	10.00	33,900.00	10.70	36,273.00	0.00	0.00
207	PREPARATION OF UNTREATED ROADWAY	8175 SY	2.25	18,393.75	2.00	16,350.00	1.10	8,992.50	0.00	0.00
208	CRUSHED SURFACING TOP COURSE	1362 CY	43.00	58,566.00	38.00	51,756.00	32.00	43,584.00	0.00	0.00
209	CSBC DRIVEWAY TRANSITION	140 SY	39.00	5,460.00	3.00	420.00	32.00	4,480.00	0.00	0.00
210	CSTC FOR SIDEWALK AND DRIVEWAYS	177 CY	55.00	9,735.00	28.00	4,956.00	51.20	9,062.40	0.00	0.00
211	HMA CL. 1/2 IN. PG 64-28, 4 INCH THICK	7315 SY	17.00	124,355.00	14.20	103,873.00	15.80	115,577.00	0.00	0.00
212	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	100 SY	45.00	4,500.00	16.50	1,650.00	18.20	1,820.00	0.00	0.00
213	SOIL RESIDUAL HERBICIDE	7315 SY	0.25	1,828.75	0.16	1,170.40	0.17	1,243.55	0.00	0.00
214	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	0.00	0.00
215	COMPACTION PRICE ADJUSTMENT	1 EST	2,487.10	2,487.10	2,487.10	2,487.10	2,487.10	2,487.10	0.00	0.00
216	CEMENT CONCRETE CURB WALL	35 LF	40.00	1,400.00	48.00	1,680.00	38.80	1,358.00	0.00	0.00
217	DRYWELL TYPE 1	4 EA	2,200.00	8,800.00	3,300.00	13,200.00	3,100.00	12,400.00	0.00	0.00
218	DRYWELL TYPE 2	15 EA	3,000.00	45,000.00	4,500.00	67,500.00	3,300.00	49,500.00	0.00	0.00
219	ADJUST EXISTING VALVE BOX IN ASPHALT	4 EA	310.00	1,240.00	600.00	2,400.00	200.00	800.00	0.00	0.00

Project Number: 2012041			Engineer's Estimate		Half Moon Construction & Leasing Inc		Halme Construction Inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> STREET & STORM				Public Street Improvement						
220	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN ASPHALT	3 EA	450.00	1,350.00	800.00	2,400.00	375.00	1,125.00	0.00	0.00
221	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN CONCRETE	1 EA	520.00	520.00	800.00	800.00	425.00	425.00	0.00	0.00
222	CLEANING EXISTING DRAINAGE STRUCTURE	2 EA	300.00	600.00	600.00	1,200.00	130.00	260.00	0.00	0.00
223	CLEANING EXISTING SANITARY SEWER	3 EA	400.00	1,200.00	1,066.67	3,200.01	360.00	1,080.00	0.00	0.00
224	INLET PROTECTION	2 EA	100.00	200.00	200.00	400.00	65.00	130.00	0.00	0.00
225	STABILIZED CONSTRUCTION ENTRANCE	80 SY	20.00	1,600.00	24.00	1,920.00	25.00	2,000.00	0.00	0.00
226	MULCHING	915 SY	0.75	686.25	1.00	915.00	0.85	777.75	0.00	0.00
227	TOPSOIL TYPE A, 2 INCH THICK	17 SY	7.50	127.50	7.50	127.50	11.40	193.80	0.00	0.00
228	HYDROSEEDING	915 SY	1.15	1,052.25	1.00	915.00	0.75	686.25	0.00	0.00
229	SOD INSTALLATION	17 SY	15.00	255.00	21.00	357.00	13.65	232.05	0.00	0.00
230	TOPSOIL FOR BIO-FILTRATION SWALES, 12 INCH THICK	915 SY	12.50	11,437.50	15.00	13,725.00	11.00	10,065.00	0.00	0.00
231	CONSTRUCT BIO-INFILTRATION SWALE	915 SY	7.65	6,999.75	9.00	8,235.00	7.50	6,862.50	0.00	0.00
232	SWALE DRAIN PAD	64 EA	55.00	3,520.00	46.00	2,944.00	63.00	4,032.00	0.00	0.00
233	CURB DROP INLET	64 EA	105.00	6,720.00	41.00	2,624.00	11.50	736.00	0.00	0.00
234	CURB INLET - COUNTY TYPE 2	1 EA	900.00	900.00	750.00	750.00	460.00	460.00	0.00	0.00
235	4 IN. PVC IRRIGATION SLEEVE	200 LF	8.00	1,600.00	19.00	3,800.00	13.15	2,630.00	0.00	0.00
236	CEMENT CONCRETE CURB	160 LF	22.00	3,520.00	11.60	1,856.00	25.40	4,064.00	0.00	0.00
237	CEMENT CONC. CURB AND GUTTER	3340 LF	18.00	60,120.00	11.35	37,909.00	14.55	48,597.00	0.00	0.00

Project Number: 2012041			Engineer's Estimate		Half Moon Construction & Leasing Inc		Halme Construction Inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> STREET & STORM				Public Street Improvement						
238	CEMENT CONCRETE DRIVEWAY	880 SY	38.00	33,440.00	33.00	29,040.00	41.00	36,080.00	0.00	0.00
239	CEMENT CONCRETE DRIVEWAY TRANSITION	130 SY	32.00	4,160.00	32.50	4,225.00	35.00	4,550.00	0.00	0.00
240	REMOVE AND REINSTALL 6' CHAIN LINK FENCE	500 LF	18.00	9,000.00	28.50	14,250.00	16.80	8,400.00	0.00	0.00
241	CEMENT CONC. SIDEWALK	1420 SY	50.00	71,000.00	23.50	33,370.00	34.50	48,990.00	0.00	0.00
242	RAMP DETECTABLE WARNING	144 SF	25.00	3,600.00	18.50	2,664.00	22.75	3,276.00	0.00	0.00
243	CEMENT CONCRETE STEPS	1.5 CY	500.00	750.00	750.00	1,125.00	740.00	1,110.00	0.00	0.00
Schedule Totals				613,027.85		478,825.51		476,975.00		0.00

Project Number: 2012041		Engineer's Estimate		Half Moon Construction & Leasing Inc		Halme Construction Inc				
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03 WATER</i>				Not Public Street Improvement						
301	DI PIPE FOR WATER MAIN 6 IN. DIAM.	585 LF	36.00	21,060.00	47.00	27,495.00	34.15	19,977.75	0.00	0.00
302	TRENCH SAFETY SYSTEM	1 LS	*****	2,000.00	*****	100.00	*****	570.00	*****	0.00
303	IMPORTED OR SCREENED NATIVE BEDDING	585 LF	2.00	1,170.00	4.00	2,340.00	3.75	2,193.75	0.00	0.00
304	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	300.00	*****	100.00	*****	550.00	*****	0.00
305	HYDRANT ASSEMBLY	3 EA	4,100.00	12,300.00	5,600.00	16,800.00	4,000.00	12,000.00	0.00	0.00
306	TRENCH EXCAVATION FOR WATER SERVICE TAP	290 LF	18.00	5,220.00	29.00	8,410.00	21.00	6,090.00	0.00	0.00
307	WATER TAP APPLICATION FEE	6 EA	40.00	240.00	40.00	240.00	40.00	240.00	0.00	0.00
308	2 INCH DOMESTIC WATER TAP INSTALLATION	6 EA	710.00	4,260.00	710.00	4,260.00	710.00	4,260.00	0.00	0.00
Schedule Totals				46,550.00		59,745.00		45,881.50		0.00

Project Number

2012041

Rowan-Sanson-Sycamore LID

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	76,893.00	613,027.85	46,550.00	0.00	0.00	0.00	0.00	0.00	736,470.85
Red Diamond Construc	20,611.00	401,765.60	41,962.50	0.00	0.00	0.00	0.00	0.00	464,339.10
Bacon Concrete Inc	40,901.00	426,594.45	46,920.00	0.00	0.00	0.00	0.00	0.00	514,415.45
L & L Cargile Inc	39,427.00	439,661.20	47,117.50	0.00	0.00	0.00	0.00	0.00	526,205.70
Inland Asphalt Compan	52,116.00	430,783.10	44,362.50	0.00	0.00	0.00	0.00	0.00	527,261.60
Shamrock Paving Inc	38,966.03	442,967.30	51,400.00	0.00	0.00	0.00	0.00	0.00	533,333.33
Spokane Rock Product	89,556.00	436,971.35	47,185.00	0.00	0.00	0.00	0.00	0.00	573,712.35
Half Moon Construction	40,201.00	478,825.51	59,745.00	0.00	0.00	0.00	0.00	0.00	578,771.51
Halme Construction Inc	80,371.00	476,975.00	45,881.50	0.00	0.00	0.00	0.00	0.00	603,227.50

Low Bid Contractor: Red Diamond Construction Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$20,611.00	\$76,893.00	73.20	% Under Estimate
Schedule 02	\$401,765.60	\$613,027.85	34.46	% Under Estimate
Schedule 03	\$45,613.24	\$50,599.85	9.85	% Under Estimate
Bid Totals	\$467,989.84	\$740,520.70	36.80	% Under Estimate



Agenda Sheet for City Council Meeting of:
05/06/2013

Date Rec'd	4/24/2013
Clerk's File #	PRO 2013-0009
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	GARY NELSON 625-6678	Project #	2012130
Contact E-Mail	GNELSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 13439
Agenda Item Name	0370-LOW BID AWARD-FREYA STREET SIDEWALKS		

Agenda Wording

Low Bid of Red Diamond Construction, Inc. (Spokane, WA) for Freya Street Sidewalks from 18th Avenue to Ben Burr Boulevard - \$72,748.00. An administrative reserve of \$7,274.80, which is 10% of the contract price, will be set aside.

Summary (Background)

On April 22, 2013 bids were opened for the above project. The low bid was from Red Diamond Construction, Inc. in the amount of \$72,748.00, which is \$2,113.90 or 2.99% Over the Engineer's Estimate; four other bids were received as follows: Bacon Concrete, Inc. - \$73,649.00, William Winkler Company – 78,457.50, Halme Builders, Inc., - \$85,550.00 and Cameron Reilly, LLC - \$89,607.00.

Fiscal Impact	Budget Account
Expense \$ 80,022.80	# 6785 49812 95300 56501
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	TAYLOR, MIKE	Study Session	
Division Director	QUINTRALL, JAN	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	sdecker@spokanecity.org	
For the Mayor	SANDERS, THERESA	rdykes@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		pdolan@spokanecity.org	
		mlesesne@spokanecity.org	
		htrautman@spokanecity.org	

City Of Spokane
Engineering Services Department

***** Bid Tabulation *****

Project Number: 2012130

Project Description: Freya Street Sidewalk

Original Date: 3/7/2013 10:41:28 AM

Funding Source: Local

Update Date: 4/22/2013 2:50:26 PM

Preparer: John Saywers

Addendum:

Project Number: 2012130			Engineer's Estimate		Red Diamond Construction Inc		Bacon Concrete Inc		William Winkler Company	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description				Tax Classification						
Schedule 01 Project Items				Public Street Improvement						
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	300.00	*****	600.00	*****	400.00	*****	650.00
103	REFERENCE AND REESTABLISH SURVEY MONUMENT	11 EA	150.00	1,650.00	400.00	4,400.00	370.00	4,070.00	330.00	3,630.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,000.00	*****	500.00	*****	950.00	*****	300.00
105	MOBILIZATION	1 LS	*****	6,000.00	*****	3,400.00	*****	6,100.00	*****	8,000.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	10,000.00	*****	18,000.00	*****	8,400.00	*****	5,600.00
107	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	200.00	*****	200.00	*****	200.00	*****	1,200.00
108	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	500.00	*****	3,000.00	*****	2,800.00	*****	6,240.00
109	REMOVE EXISTING CURB	160 LF	5.00	800.00	8.00	1,280.00	8.00	1,280.00	8.00	1,280.00
110	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	55 SY	7.50	412.50	9.00	495.00	12.00	660.00	15.00	825.00
111	SAWCUTTING RIGID PAVEMENT	350 LFI	1.50	525.00	1.50	525.00	2.00	700.00	1.25	437.50
112	SAWCUTTING FLEXIBLE PAVEMENT	32 LFI	0.80	25.60	1.00	32.00	2.00	64.00	1.25	40.00
113	CSTC FOR SIDEWALK AND DRIVEWAYS	46 CY	45.00	2,070.00	50.00	2,300.00	36.00	1,656.00	43.00	1,978.00
114	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	6 SY	50.00	300.00	100.00	600.00	150.00	900.00	36.00	216.00

Project Number: 2012130			Engineer's Estimate		Red Diamond Construction Inc		Bacon Concrete Inc		William Winkler Company	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 01</i> Project Items				Public Street Improvement						
115	CEMENT CONCRETE CURB WALL	105 LF	40.00	4,200.00	38.00	3,990.00	32.00	3,360.00	25.00	2,625.00
116	INLET PROTECTION	10 EA	75.00	750.00	25.00	250.00	75.00	750.00	120.00	1,200.00
117	STREET CLEANING	5 HR	150.00	750.00	1.00	5.00	140.00	700.00	75.00	375.00
118	SEEDING FERTILIZING AND MULCHING	190 SY	5.00	950.00	3.00	570.00	2.70	513.00	18.00	3,420.00
119	TOPSOIL TYPE A, 2 INCH THICK	20 SY	20.00	400.00	10.00	200.00	5.00	100.00	18.00	360.00
120	SOD INSTALLATION	110 SY	12.00	1,320.00	4.00	440.00	14.50	1,595.00	18.00	1,980.00
121	2 IN. PVC IRRIGATION SLEEVE	110 LF	9.00	990.00	8.00	880.00	5.00	550.00	5.00	550.00
122	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	500.00	*****	1,800.00	*****	2,100.00	*****	800.00
123	CEMENT CONCRETE CURB	310 LF	16.00	4,960.00	15.50	4,805.00	18.00	5,580.00	20.00	6,200.00
124	CEMENT CONCRETE DRIVEWAY	70 SY	38.00	2,660.00	40.00	2,800.00	45.00	3,150.00	40.00	2,800.00
125	CEMENT CONCRETE DRIVEWAY TRANSITION	40 SY	31.00	1,240.00	40.00	1,600.00	45.00	1,800.00	40.00	1,600.00
126	CEMENT CONC. SIDEWALK	550 SY	35.00	19,250.00	26.50	14,575.00	36.00	19,800.00	36.00	19,800.00
127	RAMP DETECTABLE WARNING	40 SF	22.00	880.00	25.00	1,000.00	20.00	800.00	35.00	1,400.00
128	SIGNING, PERMANENT	1 LS	*****	8,000.00	*****	4,500.00	*****	4,670.00	*****	4,950.00
Schedule Totals				70,634.10		72,748.00		73,649.00		78,457.50

Project Number: 2012130			Engineer's Estimate		Halme Builders Inc		Cameron-Reilly LLC			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>			<i>Tax Classification</i>							
<i>Schedule 01</i> Project Items			Public Street Improvement							
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	300.00	*****	500.00	*****	500.00	*****	0.00
103	REFERENCE AND REESTABLISH SURVEY MONUMENT	11 EA	150.00	1,650.00	100.00	1,100.00	175.00	1,925.00	0.00	0.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,000.00	*****	500.00	*****	750.00	*****	0.00
105	MOBILIZATION	1 LS	*****	6,000.00	*****	10,000.00	*****	8,000.00	*****	0.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	10,000.00	*****	8,000.00	*****	17,979.00	*****	0.00
107	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	200.00	*****	1,000.00	*****	600.00	*****	0.00
108	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	500.00	*****	5,000.00	*****	15,314.00	*****	0.00
109	REMOVE EXISTING CURB	160 LF	5.00	800.00	10.00	1,600.00	3.00	480.00	0.00	0.00
110	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	55 SY	7.50	412.50	25.00	1,375.00	10.00	550.00	0.00	0.00
111	SAWCUTTING RIGID PAVEMENT	350 LFI	1.50	525.00	2.00	700.00	1.00	350.00	0.00	0.00
112	SAWCUTTING FLEXIBLE PAVEMENT	32 LFI	0.80	25.60	2.00	64.00	5.00	160.00	0.00	0.00
113	CSTC FOR SIDEWALK AND DRIVEWAYS	46 CY	45.00	2,070.00	50.00	2,300.00	35.00	1,610.00	0.00	0.00
114	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	6 SY	50.00	300.00	380.00	2,280.00	100.00	600.00	0.00	0.00
115	CEMENT CONCRETE CURB WALL	105 LF	40.00	4,200.00	20.00	2,100.00	50.00	5,250.00	0.00	0.00
116	INLET PROTECTION	10 EA	75.00	750.00	100.00	1,000.00	100.00	1,000.00	0.00	0.00
117	STREET CLEANING	5 HR	150.00	750.00	150.00	750.00	200.00	1,000.00	0.00	0.00
118	SEEDING FERTILIZING AND MULCHING	190 SY	5.00	950.00	2.00	380.00	8.20	1,558.00	0.00	0.00
119	TOPSOIL TYPE A, 2 INCH THICK	20 SY	20.00	400.00	6.00	120.00	20.00	400.00	0.00	0.00

Project Number: 2012130		Engineer's Estimate		Halme Builders Inc		Cameron-Reilly LLC				
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 01</i> Project Items				Public Street Improvement						
120	SOD INSTALLATION	110 SY	12.00	1,320.00	10.00	1,100.00	14.00	1,540.00	0.00	0.00
121	2 IN. PVC IRRIGATION SLEEVE	110 LF	9.00	990.00	2.00	220.00	6.00	660.00	0.00	0.00
122	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	500.00	*****	1,000.00	*****	1,500.00	*****	0.00
123	CEMENT CONCRETE CURB	310 LF	16.00	4,960.00	22.00	6,820.00	13.00	4,030.00	0.00	0.00
124	CEMENT CONCRETE DRIVEWAY	70 SY	38.00	2,660.00	52.00	3,640.00	35.00	2,450.00	0.00	0.00
125	CEMENT CONCRETE DRIVEWAY TRANSITION	40 SY	31.00	1,240.00	50.00	2,000.00	35.00	1,400.00	0.00	0.00
126	CEMENT CONC. SIDEWALK	550 SY	35.00	19,250.00	48.00	26,400.00	24.00	13,200.00	0.00	0.00
127	RAMP DETECTABLE WARNING	40 SF	22.00	880.00	20.00	800.00	20.00	800.00	0.00	0.00
128	SIGNING, PERMANENT	1 LS	*****	8,000.00	*****	4,800.00	*****	6,000.00	*****	0.00
Schedule Totals				70,634.10		85,550.00		89,607.00		0.00

Project Number **2012130**

Freya Street Sidewalk

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	70,634.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70,634.10
Red Diamond Construc	72,748.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72,748.00
Bacon Concrete Inc	73,649.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	73,649.00
William Winkler Compa	78,457.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	78,457.50
Halme Builders Inc	85,550.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	85,550.00
Cameron-Reilly LLC	89,607.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	89,607.00

Low Bid Contractor: Red Diamond Construction Inc

	Contractor's Bid	Engineer's Estimate	% Variance
Schedule 01	\$72,748.00	\$70,634.10	2.99 % Over Estimate
Bid Totals	\$72,748.00	\$70,634.10	2.99 % Over Estimate



Agenda Sheet for City Council Meeting of:

05/06/2013

Date Rec'd	4/24/2013
Clerk's File #	PRO 2010-0034
Renews #	
Cross Ref #	
Project #	2010134
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	GARY NELSON 625-6678
Contact E-Mail	GNELSON@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	0370-SET LID HEARING-OAK STREET

Agenda Wording

Setting Hearing before the Hearing Examiner on Final Assessment Roll for June 4, 2013 at 1:30 PM for Street Improvements of Oak Street from Inland Empire Way to 28th Avenue. (Latah Valley Neighborhood Council)

Summary (Background)

See Attached

Fiscal Impact	Budget Account
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	TAYLOR, MIKE	Study Session	
Division Director	QUINTRALL, JAN	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	sdecker@spokanecity.org	
For the Mayor	SANDERS, THERESA	pdolan@spokanecity.org	
Additional Approvals		cclark@spokanecity.org	
Purchasing		rriedinger@spokanecity.org	
		areid@spokanecity.org	
		kmoat@spokanecity.org	
		htrautman@spokanecity.org	

BACKGROUND: (Continued)

Completed Contract Price	\$ 204,690.27
Sales Tax	2,068.22
Engineering Costs	112,869.14
City Clerk	256.59
City Treasurer	1,350.00
Accounting	1,957.11
Interest on Contract Payments	3,355.88
Bonds	157.50
Attorney's Fee	1,530.46
Tree Related	2,015.22
Shoreline Exemption	555.00
Fire Hydrants	17,370.57
Geotech Analysis	9,260.22
Habitat Plan	<u>1,045.00</u>
Total Project Cost	\$ 358,481.18
Supplemental Funding:	
Street Bond Block Grant	13,639.49
Water Construction Funds	17,718.10
10 – Year Street Bond	164,099.86
Community Development Funds	54,710.84
Utility Special	<u>6,281.78</u>
Net Project Cost after Supplemental Funding	\$ 102,031.11

This assessment roll has been prepared on a ten-year payment basis with dates for payment of assessments on September 15, 2013 and the bond issue date for October 15, 2013. The contract was awarded to Red Diamond Construction, Inc. and started October 8, 2012 and completed November 19, 2012. Ordinance No. C34701 ordered this improvement on March 11, 2011.

CITY OF SPOKANE
ENGINEERING SERVICES
**** FINAL ASSESSMENT ROLL ****

FILE	PROJECT DESCRIPTION
2010134 LID	STREET IMPROVEMENTS OF OAK STREET FROM INLAND EMPIRE WAY TO 28TH AVENUE

FILE	PROJECT DESCRIPTION	IMPROVEMENT TYPE
2010134 LID	STREET IMPROVEMENTS OF OAK STREET FROM INLAND EMPIRE WAY TO 28TH AVENUE	PAVINGSTORM

COMPLETED CONTRACT PRICE	\$ 204,690.27
SALES TAX	2,068.22
ENGINEERING COSTS	112,869.14
CITY CLERK	256.59
CITY TREASURER	1,350.00
ACCOUNTING	1,957.11
INTEREST ON CONTRACT PAYMENTS	3,355.88
BONDS	157.50
ATTORNEY'S FEE	1,530.46
TREE RELATED	2,015.22
SHORELINE EXEMPTION	555.00
FIRE HYDRANTS	17,370.57
GEOTECH ANALYSIS	9,260.22
HABITAT PLAN	<u>1,045.00</u>
 TOTAL PROJECT COST	 \$ 358,481.18
 SUPPLEMENTAL FUNDING:	
COMMUNITY DEVELOPMENT BLOCK GRANT	13,639.49
WATER CONSTRUCTION FUNDS	17,718.10
STREET BOND 2004	164,099.86
COMMUNITY DEVELOPMENT FUNDS	54,710.84
UTILITY SPECIAL	<u>6,281.78</u>
 TOTAL NET PROJECT ASSESSMENT	 \$ 102,031.11

PBWK FILE

2010134 LID

PROJECT DESCRIPTION

STREET IMPROVEMENTS OF OAK STREET FROM INLANDEMPIRE WAY TO 28TH AVENUE

1	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	25524-1905 / 25254.1905	SPRING LAKE L12 B11	ADDRESS UNKNOWN	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
MCELFISH, RAYMOND D & KAREL J S 3007 OAK ST SPOKANE WA 99224	MCELFISH, RAYMOND D & KAREL J S 3007 OAK ST SPOKANE WA 99224	8,028.78	SEWER SERVICE 756.77 WATER SERVICE 1,914.14	10,699.69

2	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	25524-1910 / 25254.1910	SPRING LAKE ADD LT 2 BLK 11 EXC E 15FT; TOG W E 37FT LT 3 B LK 11	W 1809 28TH AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
LEE, JAMES A & PAULA L W 1809 28TH AVE SPOKANE WA 99224	LEE, JAMES A & PAULA L W 1809 28TH AVE SPOKANE WA 99224	258.02		258.02

3	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	25524-1913 / 25254.1913	25-25-42; SPRING LAKE ADD LT1 BLK11; TOG W/ E 15FT LT2 BLK11 ; ALSO TOG W/ PTN BLK11 DAF; BNG SE COR LT1; TH SELY 35FT; T H NWLY TO PT 15FT W OF SE COR LT2 BLK11; TH N TO N LN OF LT2 BLK11; TH E TO NECOR LT1 BLK11; TH S TO POB.	W 1803 28TH AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
NICHOLS JR, FREDERICK W W 1803 28TH AVE SPOKANE WA 99224	NICHOLS, FREDERICK W W 1803 28TH AVE SPOKANE WA 99224	1,366.02		1,366.02

4	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	25524-1914 / 25254.1914	25-25-42; SPRING LAKE ADD LTS4-5 BLK11; TOG W/ E 10FT LT6 BL K11; ALSO TOG W/ LT3 EXC E 37FT THEREOF; ALSO TOG W/ PTN BLK 11 DAF; BNG SW COR BLK11; TH NELY ALG SLY LN OF LTS9-11 & LT S1-5 TO SELY COR OFSD LT1; TH SELY TO NELY COR LT12; TH SWLY ALG NLY LN OF SD LT12 TO SW COR THEREOF; TH W TO POB; EXC P TN OF OF SD TRACT OF LAND DAF; BNG SW COR LT9 BLK11; TH NELY W LN OF LT9 & 8 BLK11 184FT; TH E10FT; TH SELY 152FT TO A P T BEING 32FT N AND 18FT E OF SE COR OF SD LT9; TH E 32FT TO A PT ON THE E LN OF LT9 PRODUCED SOUTH; TH SELY TO A PT ON T	W 1825 28TH AV	Y

PBWK FILE	PROJECT DESCRIPTION
2010134 LID	STREET IMPROVEMENTS OF OAK STREET FROM INLANDEMPIRE WAY TO 28TH AVENUE

HE S LN OF B11 BEING 53FT E OF THE SW COR OF SD LT9; TH W TO POB; AND ALSO EXC PTN OF BLK11 DAF; BNG SE COR LT1; TH SELY 35FT; TH NWLY TO A PT 15FT W OF SE COR LT2; TH N TO N LN OF LT2; TH E TO NE COR LT1; TH S TO POB.

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
NAGANO, PATRICIA J W 1825 28TH AVE SPOKANE WA 99224	NAGANO, PATRICIA J W 1825 28TH AVE SPOKANE WA 99224	240.72		240.72

5	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	25524-2002 / 25254.2002	SPRING LAKE ALL L2; L4 EXC N122FT B12	S 2807 OAK ST	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
CONRAD, CHARLES C S 2827 OAK ST SPOKANE WA 99224-4537USA	CONRAD, D M & C C S 2827 OAK ST SPOKANE WA 99224-4537USA	4,885.48	DRIVEWAY 229.19	5,114.67

6	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	25524-2101 / 25254.2101	SPRING LAKE B13	S 2827 OAK ST	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
CONRAD, CHARLES C & DENISE M S 2827 OAK ST SPOKANE WA 99224-4537USA	CONRAD, CHARLES C & DENISE M S 2827 OAK ST SPOKANE WA 99224-4537USA	10,013.53	DRIVEWAY 157.50 SEWER SERVICE 3,610.76	13,781.79

7	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	36521-0009 / 25361.0009	36-25-42 PT OF NW1/4 OF NE1/4; BEG ON E LN OF IF HWY 100 FTS OF N LN TH E TO W LN OF OLD SPANGLE RD TH SLY ALG SD RD TO E LN OF IE HWY TH NLY TO POB	S 3007 OAK ST	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
MCELFISH, RAYMOND D & KAREL J S 3007 OAK ST SPOKANE WA 99224	MCELFISH, RAYMOND D & KAREL J S 3007 OAK ST SPOKANE WA 99224	31,631.69	DRIVEWAY 1,045.60	32,677.29

8	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	36521-0010 / 25361.0010	36-25-42 PTN OF NW1/4 OF NE1/4 BEG 100FT S OF N1/16 COR O F	S 2907 OAK ST	Y

PBWK FILE

PROJECT DESCRIPTION

2010134 LID

STREET IMPROVEMENTS OF OAK STREET FROM INLANDEMPIRE WAY TO 28TH AVENUE

NE1/4 TH S300FT TH W PAR TO NL TO CO RD TH NELY ALG SD RD TO
PT 100FT S OF NL OF SEC TH E TO POB

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
BIEL, JACQUELINE J S 2907 OAK ST SPOKANE WA 99224-4538USA	BIEL, JACQUELINE J S 2907 OAK ST SPOKANE WA 99224-4538USA	4,523.80	DRIVEWAY 22.69	4,546.49

9	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	36521-0023 / 25361.0023	36-25-42 (SPOKANE) PTN OF NW1/4 OF NE1/4 LYG ELY OF E LN OF OLD SPANGLE RD EXC N100FT & EXC PTN DAP; BEG 100FT S OF NE COR, TH S300FT, TH W TO A PT 120FT E OF W LN OF OLD SPANGLE RD, TH SWLY 225FT TO E LN OF SD RD, TH NLY ALG SD RD TO PT 100FT S OF N LN, TH E TO POB & EXC S420FT	S 3204 INLAND EMPIRE WA	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
CITY OF SPOKANE REAL ESTATE W 808 SPOKANE FALLS BLV SPOKANE WA 99201-3333USA	CITY OF SPOKANE REAL ESTATE W 808 SPOKANE FALLS BLV SPOKANE WA 99201-3333USA	20,584.44		20,584.44

10	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	36521-0026 / 25361.0026	36-25-42 (SPOKANE) N100FT OF NW1/4 OF NE1/4 LYG ELY OF HWY EXC RDS (TCO32-707)	S 2904 OAK ST	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
AVISTA CORPORATION E 1411 MISSION AVE SPOKANE WA 99202 USA	AVISTA CORPORATION E 1411 MISSION AVE SPOKANE WA 99202 USA	11,838.18	CSBC TRANSITION 361.81 DRIVEWAY 561.99	12,761.98

PBWK FILE

PROJECT DESCRIPTION

2010134 LID

STREET IMPROVEMENTS OF OAK STREET FROM INLANDEMPIRE WAY TO 28TH AVENUE

SPECIAL-DESCRIPTION	ASSESSMENT-METHOD-DESCRIPTION	METHOD-CODE
DISTRICT	ZONE TERMINI	ZT
CSBC TRANSITION	RELATIVE COST	RC
DRIVEWAY	RELATIVE COST	RC
WATER SERVICE	RELATIVE COST	RC
SEWER SERVICE	RELATIVE COST	RC

28TH AVE.

25254.1914 1825 W	25254.1910 1809 W	25254.1913 1803 W
5	4	3
(11)		

2	4
	25254.2002 2807 S
	(12)

SPRING LAKE

25254.1905
UNK
12

25254.2101
2827 S
1
(13)

25361.0026
2904 S

25361.0026
2907 S

**INLAND
EMPIRE
WAY**

25361.0009
3007 S

**OAK
STREET**

25361.0010
2907 S

25361.0009

25361.0023
3204 S

DISTRICT MAP

PROJECT # 2010134, Oak St from 28th Ave to Inland Empire Way



Agenda Sheet for City Council Meeting of:

05/06/2013

Date Rec'd	4/24/2013
Clerk's File #	PRO 2012-0010
Renews #	
Cross Ref #	
Project #	2010135
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	GARY NELSON 625-6678
Contact E-Mail	GNELSON@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	0370-SET LID HEARING-ALLEY MARSHALL/SOUTH CRESCENT

Agenda Wording

Setting Hearing before the Hearing Examiner on Final Assessment Roll for June 4, 2013 at 2:30 PM for Alley between Marshall Avenue and South Crescent Avenue from Lacey Street to Nelson Street. (Chief Garry Park Neighborhood Council)

Summary (Background)

See Attached

Fiscal Impact

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

Budget Account

#
#
#
#

Approvals

Dept Head	TAYLOR, MIKE
Division Director	QUINTRALL, JAN
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	
Distribution List	
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	rriedinger@spokanecity.org
	cclark@spokanecity.org
	areid@spokanecity.org
	htrautman@spokanecity.org

Additional Approvals

Purchasing	

BACKGROUND: (Continued)

Completed Contract Price	\$ 26,050.98
Engineering Costs	13,893.84
City Clerk	256.59
City Treasurer	1,570.00
Accounting	249.08
Interest on Contract Payments	1,331.47
Bonds	67.50
Attorney's Fee	<u>661.21</u>
Total Project Cost	\$ 44,080.67

Net Project Cost after Supplemental Funding \$ 44,080.67

This assessment roll has been prepared on a ten-year payment basis with dates for payment of assessments on September 15, 2013 and the bond issue date for October 15, 2013. The contract was awarded to Spokane Rock Products, Inc. and started May 29, 2012 and completed June 13, 2012. Ordinance No. C-34764 ordered this improvement on August 29, 2011.

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE

2010135 LID

PROJECT DESCRIPTION

ALLEY BETWEEN MARSHALL AVENUE AND SOUTH CRESCENT AVENUE FROM LACEY STREET TO NELSON STREET

PBWK FILE	PROJECT DESCRIPTION	IMPROVEMENT TYPE
-----	-----	-----
2010135 LID	ALLEY BETWEEN MARSHALL AVENUE AND SOUTH CRESCENT AVENUE FROM LACEY STREET TO NELSON STREET	PAVING
	CONTRACT VALUE (less tax).....\$	26,050.98
	PROJECT SALES TAX.....\$.00
	LIQUIDATED DAMAGES.....(\$.00)
	AMOUNT OF FINAL ACCEPTANCE.....\$	26,050.98
	DESIGN AND INSPECT EXPENSE.....\$	13,893.84
	CITY CLERK EXPENSE.....\$	256.59
	TREASURER EXPENSE.....\$	1,570.00
	ACCOUNTING EXPENSE.....\$	249.08
	INTEREST EXPENSE.....\$	1,331.47
	BONDS EXPENSE.....\$	67.50
	LEGAL EXPENSE.....\$	661.21
	TOTAL PROJECT COST.....\$	44,080.67
	TOTAL NET PROJECT ASSESSMENT.....\$	44,080.67

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2010135 LID		ALLEY BETWEEN MARSHALL AVENUE AND SOUTH CRESCENTAVENUE FROM LACEY STREET TO NELSON STREET		
1	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	09534-1601 / 35094.1601	ROSS PARK SE ELY 50FT L1 B18	E 2732 MARSHALL AV	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
LE, KHANH H/THAI, PHUONG E 2732 MARSHALL AVE SPOKANE WA 99207	LE, KHANH H/THAI, PHUONG E 2732 MARSHALL AVE SPOKANE WA 99207	3,572.18		3,572.18
2	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	09534-1602 / 35094.1602	ROSS PARK SE ADD LT 1 BLK 18 EXC ELY 50FT	E 2726 MARSHALL AV	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
KELLEY, ARNOLD J / LUPERCIO, C E 2726 MARSHALL AVE SPOKANE WA 99207	KELLEY, ARNOLD J / LUPERCIO, C E 2726 MARSHALL AVE SPOKANE WA 99207	3,786.50		3,786.50
3	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	09534-1603 / 35094.1603	ROSS PARK SE ELY 1/2 L2 B18	E 2712 MARSHALL AV	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
PETERSON REV LIVING TRUST E 2712 MARSHALL AVE SPOKANE WA 99207-5417USA	PETERSON REV LIVING TRUST E 2712 MARSHALL AVE SPOKANE WA 99207-5417USA	3,715.06		3,715.06
4	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	09534-1604 / 35094.1604	ROSS PARK SE WLY 1/2 L2 B18	E 2710 MARSHALL AV	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
TURNER, D R & L M E 2710 MARSHALL AVE SPOKANE WA 99207-5417USA	TURNER, D R & L M E 2710 MARSHALL AVE SPOKANE WA 99207-5417USA	3,715.07		3,715.07
5	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	09534-1605 / 35094.1605	ROSS PARK SE E1/2 L3 B18	E 2708 MARSHALL AV	N

PBWK FILE

PROJECT DESCRIPTION

2010135 LID

ALLEY BETWEEN MARSHALL AVENUE AND SOUTH CRESCENT AVENUE FROM LACEY STREET TO NELSON STREET

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
KLITZKE, JOHN M 1060 WILLIAMS PL WALLA WALLA WA 99362-8224	KLITZKE, JOHN M 1060 WILLIAMS PL WALLA WALLA WA 99362-8224	3,715.07		3,715.07

6	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	09534-1606 / 35094.1606	ROSS PARK SE W1/2 L3 B18	E 2704 MARSHALL AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
LYON, MICHAEL D & JULIE A E 2704 MARSHALL AVE SPOKANE WA 99207	LYON, MICHAEL D & JULIE A E 2704 MARSHALL AVE SPOKANE WA 99207	3,715.07		3,715.07

7	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	09534-1607 / 35094.1607	ROSS PARK SE L4 B18	E 2703 SOUTH CRESCENT AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
PIERCE, DEVAN & MERIANN W 3108 18TH AVE SPOKANE WA 99224-5554USA	PIERCE TRUST W 3108 18TH AVE SPOKANE WA 99224-5554USA	3,643.62		3,643.62

8	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	09534-1608 / 35094.1608	ROSS PARK SE L5 B18	E 2707 SOUTH CRESCENT AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
PIERCE, MERIANN E TRUSTEE W 3108 18TH AVE SPOKANE WA 99224	PIERCE TRUST W 3108 18TH AVE SPOKANE WA 99224-5554USA	3,643.62		3,643.62

9	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	09534-1609 / 35094.1609	ROSS PARK SE L6 B18	E 2711 SOUTH CRESCENT AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
SCHUBERT, JAMES E E 2711 SOUTH CRESCENT AVE SPOKANE WA 99207-5379USA	SCHUBERT, JAMES E E 2711 SOUTH CRESCENT AVE SPOKANE WA 99207-5379USA	3,643.62		3,643.62

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE

PROJECT DESCRIPTION

2010135 LID

ALLEY BETWEEN MARSHALL AVENUE AND SOUTH CRESCENT AVENUE FROM LACEY STREET TO NELSON STREET

10	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	09534-1610 / 35094.1610	ROSS PARK SE L7 B18	E 2717 SOUTH CRESCENT AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
HENSLEY, ROBERT G & JONI S S 404 CHRISTENSEN RD MEDICAL LAKE WA 99022-9643	HENSLEY, ROBERT G & JONI S S 404 CHRISTENSEN RD MEDICAL LAKE WA 99022-9643	3,643.62		3,643.62

11	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	09534-1611 / 35094.1611	ROSS PARK SE L8 B18	E 2723 SOUTH CRESCENT AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
HOBBS, FRED R E 2723 SOUTH CRESCENT AVE SPOKANE WA 99207-5379USA	HOBBS, F R E 2723 SOUTH CRESCENT AVE SPOKANE WA 99207-5379USA	3,643.62		3,643.62

12	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	09534-1612 / 35094.1612	ROSS PARK SE L9 B18	E 2727 SOUTH CRESCENT AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
PIERCE, KENNETH D II & SUZANNE E 2727 SOUTH CRESCENT AVE SPOKANE WA 99207-5379	PIERCE, KENNETH D II & SUZANNE E 2727 SOUTH CRESCENT AVE SPOKANE WA 99207-5379	3,643.62		3,643.62

PBWK FILE

PROJECT DESCRIPTION

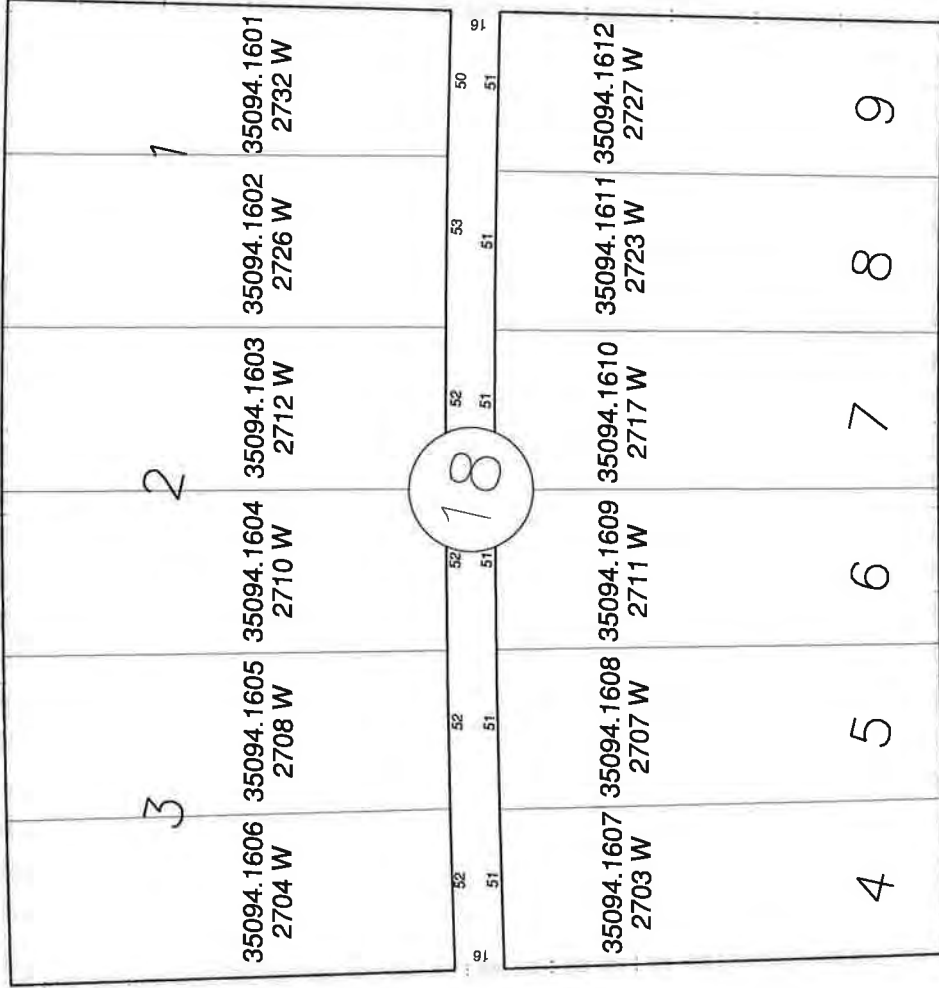
2010135 LID

ALLEY BETWEEN MARSHALL AVENUE AND SOUTH CRESCENTAVENUE FROM LACEY STREET TO NELSON STREET

SPECIAL-DESCRIPTION ASSESSMENT-METHOD-DESCRIPTION METHOD-CODE

DISTRICT FRONTAGE FR

MARSHALL AVENUE



NELSON STREET

LACEY STREET

SOUTH CRESCENT AVENUE

DISTRICT MAP

PROJECT # 2010135

Alley Improvements between South Crescent Ave and Marshall Ave from Lacey St to Nelson St



Agenda Sheet for City Council Meeting of:

05/06/2013

Date Rec'd	4/24/2013
Clerk's File #	PRO 2011-0016
Renews #	
Cross Ref #	
Project #	2011082
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	GARY NELSON 625-6678
Contact E-Mail	GNELSON@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	0370-SET LID HEARING-15TH AVENUE

Agenda Wording

Setting Hearing before the Hearing Examiner on Final Assessment Roll for June 4, 2013 at 3:30 PM for Street Improvements of 15th Avenue from Chestnut Street to Inland Empire Way; 14th Avenue from Chestnut Street to Inland Empire Way.

Summary (Background)

See Attached

Fiscal Impact

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

Budget Account

#
#
#
#

Approvals

Dept Head	TAYLOR, MIKE
Division Director	QUINTRALL, JAN
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	
Distribution List	
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	pdolan@spokanecity.org
	cclark@spokanecity.org
	rriedinger@spokanecity.org
	areid@spokanecity.org
	kmoat@spokanecity.org
	htrautman@spokanecity.org

Additional Approvals

Purchasing

BACKGROUND: (Continued)

Completed Contract Price	\$ 245,805.72
Sales Tax	3,911.78
Engineering Costs	78,457.17
City Clerk	256.59
City Treasurer	2,230.00
Accounting	2,387.62
Interest on Contract Payments	4,005.77
Bonds	150.00
Attorney's Fee	1,428.92
Geotech Analysis	13,010.05
Postal Curb Box Units	1,233.75
Fire Hydrants	10,626.71
Tree Related	<u>15,586.76</u>
 Total Project Cost	 \$ 379,090.84
 Supplemental Funding:	
Street Bond Block Grant	21,448.60
Water Construction Funds	39,688.38
10 – Year Street Bond	158,937.86
Community Development Funds	52,989.81
Utility Special	<u>10,763.52</u>
 Net Project Cost after Supplemental Funding	 \$ 95,262.67

This assessment roll has been prepared on a ten-year payment basis with dates for payment of assessments on September 15, 2013 and the bond issue date for October 15, 2013. The contract was awarded to Shamrock Paving Co. and started September 16, 2012 and completed November 28, 2012. Ordinance No. C-34746 ordered this improvement on July 11, 2012.

CITY OF SPOKANE
 ENGINEERING SERVICES
 **** FINAL ASSESSMENT ROLL ****

FILE	PROJECT DESCRIPTION
2011082 LID	STREET IMPROVEMENTS OF 15TH AVENUE FROM CHESTNUT STREET TO INLAND EMPIRE WAY; 14TH AVENUE FROM CHESTNUT STREET TO INLAND EMPIRE WAY

FILE	PROJECT DESCRIPTION	IMPROVEMENT TYPE
2011082 LID	STREET IMPROVEMENTS OF 15TH AVENUE FROM CHESTNUT STREET TO INLAND EMPIRE WAY; 14TH AVENUE FROM CHESTNUT STREET TO INLAND EMPIRE WAY	PAVING

COMPLETED CONTRACT PRICE	\$ 245,805.72
SALES TAX	3,911.78
ENGINEERING COSTS	78,457.17
CITY CLERK	256.59
CITY TREASURER	2,230.00
ACCOUNTING	2,387.62
INTEREST ON CONTRACT PAYMENTS	4,005.77
BONDS	150.00
ATTORNEY'S FEE	1,428.92
GEOTECH ANALYSIS	13,010.05
POSTAL CBU	1,233.75
FIRE HYDRANTS	10,626.71
TREE RELATED	<u>15,586.76</u>
 TOTAL PROJECT COST	 \$ 379,090.84
 SUPPLEMENTAL FUNDING:	
COMMUNITY DEVELOPMENT BLOCK GRANT	21,448.60
WATER CONSTRUCTION FUNDS	39,688.38
STREET BOND 2004	158,937.86
COMMUNITY DEVELOPMENT FUNDS	52,989.81
UTILITY SPECIAL	<u>10,763.52</u>
 NET PROJECT COST AFTER SUPPLEMENTAL FUNDING	 \$ 95,262.67

PBWK FILE		PROJECT DESCRIPTION		
2011082 LID		STREET IMPROVEMENTS OF 15TH AVENUE FROM CHESTNUTSTREET TO INLAND EMPIRE WAY; 14TH AVENUE FROM CHESTNUT STREET TO INLAND EMPIRE WAY		
1	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24524-5504 / 25244.5504	GLENDALE ADD L4 B2	S 1317 CHESTNUT ST	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
STICKLE, SANDRA L S 1317 CHESTNUT ST SPOKANE WA 99224-4324USA	STICKIE, SANDRA L S 1317 CHESTNUT ST SPOKANE WA 99224-4324USA	.00		.00
2	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24524-5505 / 25244.5505	GLENDALE ADD L5 B2	S 1323 CHESTNUT ST	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
WISELEY JR, DONALD R PO BOX 9050 SPOKANE WA 99209	WISELEY JR, DONALD R PO BOX 9050 SPOKANE WA 99209	3,397.88		3,397.88
3	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24524-5506 / 25244.5506	GLENDALE ADD EXC ST L6 B2	S 1329 CHESTNUT ST	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
ROSE, MICHAEL & LILLIAN 79 PASATIEMPO DR SANTA CRUZ CA 95060	ROSE, MICHAEL & LILLIAN 79 PASATIEMPO DR SANTA CRUZ CA 95060	6,222.09	CONC TRANSITION DRIVEWAY	6,810.03 445.80 142.14
4	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24524-5507 / 25244.5507	GLENDALE ADD PT OF L7TO9 B2 L7 EXC HWY BEG ON WL L8 33FT S O F NWCOR S TO SWCOR E ALG SL L8&9 66 1/2FT NWLY TO POB	S 1324 INLAND EMPIRE WA	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
JENSEN, JASPER A S 1324 INLAND EMPIRE WAY SPOKANE WA 99224-	JENSEN, JASPER A S 1324 INLAND EMPIRE WAY SPOKANE WA 99224-	6,573.97	CSBC TRANSITION DRIVEWAY	6,810.86 131.45 105.44
5	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	25521-0501 / 25251.0501	CANNON HILL ADD ALL L1; E1/2 OF L2 B5 ALSO VAC STP E OF& ADJ	S 1406 INLAND EMPIRE WA	N

PBWK FILE		PROJECT DESCRIPTION		
2011082 LID		STREET IMPROVEMENTS OF 15TH AVENUE FROM CHESTNUTSTREET TO INLAND EMPIRE WAY; 14TH AVENUE FROM CHESTNUT STREET TO INLAND EMPIRE WAY		
14	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	25521-0603 / 25251.0603	CANNON HILL ADD L5 B6	W 2007 15TH AV	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
BAKER, STEVE & PAM W 2007 15TH AVE SPOKANE WA 99224-4262USA	BAKER, S E & P R W 2007 15TH AVE SPOKANE WA 99224-4262USA	3,872.67	CONC TRANSITION DRIVEWAY	4,002.10 45.49 83.94
15	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	25521-0604 / 25251.0604	CANNON HILL ADD L6 B6	W 2011 15TH AV	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
GLESK, JOHN M 6691 HERON WAY NINE MILE FALLS WA 99026	GLESK, JOHN M 6691 HERON WAY NINE MILE FALLS WA 99026	3,872.67		3,872.67
16	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	25521-0615 / 25251.0615	CANNON HILL ADD LT1 BLK6 & INC VAC STP LYG E OF & ADJ SD LT1	S 1506 INLAND EMPIRE WA	N
	25521-0615 / 25251.0615	No legal description available	S 1506 INLAND EMPIRE WA	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
MALONE, JILL A S 1506 INLAND EMPIRE WAY SPOKANE WA 99224	MALONE, JILL A S 1506 INLAND EMPIRE WAY SPOKANE WA 99224	.00	SEWER SERVICE	.00
17	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	25521-0616 / 25251.0616	CANNON HILL ADD LT2 BLK6	W 1931 15TH AV	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
MATHIS, JAMES E & SANDRA R S 14500 BRUNNER RD OREGON CITY OR 97045	MATHIS, JAMES E & SANDRA R S 14500 BRUNNER RD OREGON CITY OR 97045	3,872.67	CSBC TRANSITION DRIVEWAY	4,065.77 87.39 105.71
18	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	25521-0621 / 25251.0621	25-25-42; CANNON HILL ADD S 10FT LT8 BLK6; TOG W/ LT9 BLK6.	S 1509 CHESTNUT ST	Y

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** FINAL ASSESSMENT ROLL *****

PBWK FILE

PROJECT DESCRIPTION

2011082 LID

STREET IMPROVEMENTS OF 15TH AVENUE FROM CHESTNUT STREET TO INLAND EMPIRE WAY; 14TH AVENUE FROM CHESTNUT STREET TO INLAND EMPIRE WAY

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
DAVIDSON, PATRICK J S 1526 CHESTNUT ST SPOKANE WA 99224-4214USA	DAVIDSON, PATRICK J S 1526 CHESTNUT ST SPOKANE WA 99224-4214USA	1,955.23	SEWER SERVICE 1,858.24 WATER SERVICE 2,145.48	5,958.95

19	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	25521-0622 / 25251.0622	25-25-42; CANNON HILL ADD N35FT OF W1/2 LT8 BLK6 TOG W/ W1/2 LT7 BLK6.	S 1501 CHESTNUT ST	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
DAVIDSON, PATRICK J S 1526 CHESTNUT ST SPOKANE WA 99224-4214USA	DAVIDSON, PATRICK J S 1526 CHESTNUT ST SPOKANE WA 99224-4214USA	4,250.49	CSBC TRANSITION 74.46 DRIVEWAY 102.49 SEWER SERVICE 771.46 WATER SERVICE 1,014.23	6,213.13

20	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	25521-0623 / 25251.0623	25-25-42; CANNON HILL ADD N35FT OF E/12 OF LT8 BLK6 TOG W/ E 1/2 LT7 BLK6.	W 2019 15TH AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
DAVIDSON, PATRICK J S 1526 CHESTNUT ST SPOKANE WA 99224-4214USA	DAVIDSON, PATRICK J S 1526 CHESTNUT ST SPOKANE WA 99224-4214USA	4,250.49	CSBC TRANSITION 24.47 DRIVEWAY 102.07	4,377.03

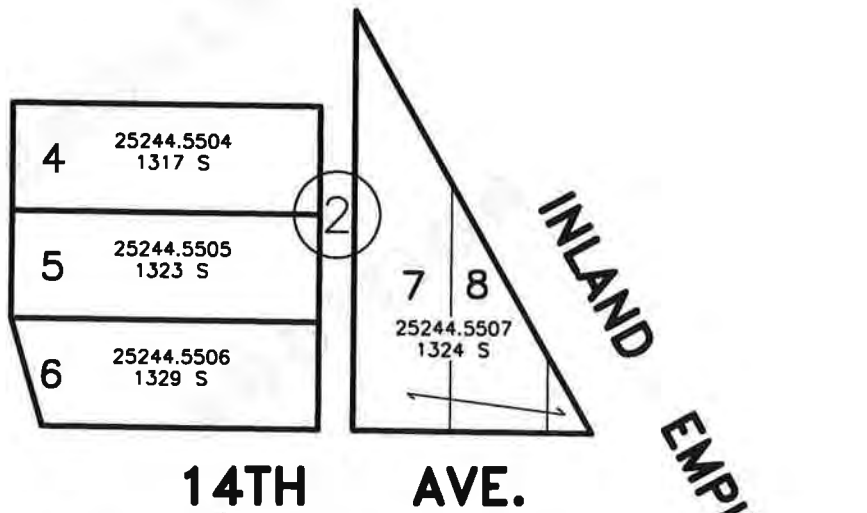
PBWK FILE

2011082 LID

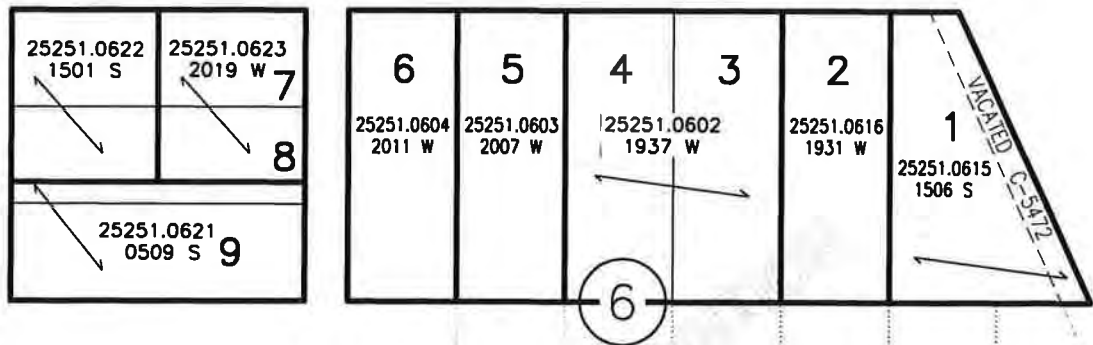
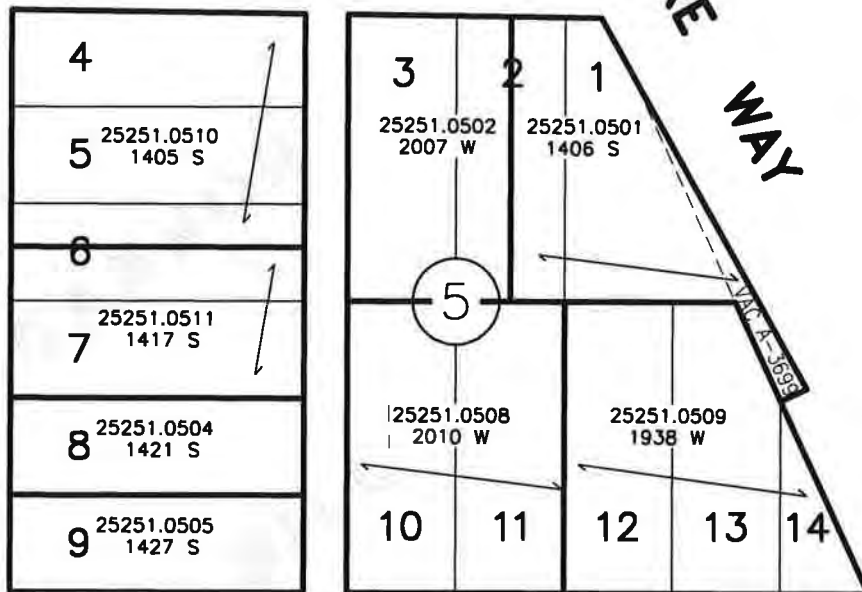
PROJECT DESCRIPTION

STREET IMPROVEMENTS OF 15TH AVENUE FROM CHESTNUTSTREET TO INLAND EMPIRE WAY; 14TH AVENUE FROM
CHESTNUT STREET TO INLAND EMPIRE WAY

SPECIAL-DESCRIPTION	ASSESSMENT-METHOD-DESCRIPTION	METHOD-CODE
-----	-----	-----
DISTRICT	ZONE TERMINI	ZT
DRIVEWAY	RELATIVE COST	RC
CONC TRANSITION	RELATIVE COST	RC
CSBC TRANSITION	RELATIVE COST	RC
ASPHALT REPAIR	RELATIVE COST	RC
WATER SERVICE	RELATIVE COST	RC
SEWER SERVICE	RELATIVE COST	RC



CHESTNUT ST.



DISTRICT MAP

PROJECT # 2011082, 14th & 15th Avenues from Chestnut St to Inland Empire Highway



Agenda Sheet for City Council Meeting of:
05/06/2013

Date Rec'd	4/24/2013
Clerk's File #	OPR 2013-0341
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	BT

Submitting Dept	POLICE
Contact Name/Phone	CARLY 835-4527
Contact E-Mail	CCORTRIGHT@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0680-US DOT-TICKETING AGGRESSIVE CARS AND TRUCKS GRANT ACCEPTANCE

Agenda Wording

Accept grant funding from the U.S. Department of Transportation (Washington, D.C.--CFDA 20.218). The grant award is for \$53,581 and \$13,396 in matching money for a total \$66,977. Award period is March 1, 2013 to September 30, 2014.

Summary (Background)

The U.S. DOT is providing funds to the Spokane Police Department (SPD) in order to combat Commercial Vehicle collisions with passenger vehicles. Acceptance will allow SPD to launch both an education and enforcement program to Ticket Aggressive Cars and Trucks in conjunction with their continued focus on commercial vehicle enforcement and safety inspections. Acceptance of this grant allows for a total federal and match award of \$66,977.

Fiscal Impact

Revenue	\$ 53,581.00
Expense	\$ 13,396.00
Expense	\$ 53,581.00
Revenue	\$ 13,396.00

Budget Account

1620-99145-99999-33120
1620-99145-21224-various
1620-99145-various
1620-99145-99999-39710

Approvals

<u>Dept Head</u>	MEIDL, CRAIG
<u>Division Director</u>	MEIDL, CRAIG
<u>Finance</u>	LESESNE, MICHELE
<u>Legal</u>	BURNS, BARBARA
<u>For the Mayor</u>	SANDERS, THERESA

Council Notifications

<u>Study Session</u>	Public Safety-4/15/13
<u>Other</u>	

Distribution List

Additional Approvals

Purchasing



**U.S. Department of Transportation
Federal Motor Carrier
Safety Administration**

Grant Agreement

1. RECIPIENT NAME AND ADDRESS City Of Spokane 1100 W Mallon Ave Spokane, WA 99260-2043		2. AGREEMENT NUMBER: FM-MHP-0106-13-01-00	3. AMENDMENT NO. 0	
1A. IRS/VENDOR NO. 916001280		4. PROJECT PERFORMANCE PERIOD: FROM 03/01/2013 TO 09/30/2014		5. FEDERAL FUNDING PERIOD: FROM 03/01/2013 TO 09/30/2014
1B. DUNS NO. 938132271		6. ACTION New		
7. CFDA#: 20.218		9. TOTAL FEDERAL AMOUNT OF THIS AGREEMENT		53,581.00
8. PROJECT TITLE FY 2013 TACT Enforcement, Evaluation, Public Education and Information		10. TOTAL MATCHING AMOUNT OF THIS AGREEMENT		13,396.00
		11. TOTAL AMOUNT OF THIS AGREEMENT		66,977.00
12. GRANTEE PROGRAM MANAGER Mr. Anthony Meyer		12A. GRANTEE PROGRAM MANAGER EMAIL ameyer@spokanepolice.org		
		12B. GRANTEE PROGRAM MANAGER PHONE NUMBER 509-835-4587		
12C. GRANTEE PROGRAM MANAGER ADDRESS 1100 W MALLON AVE SPOKANE, WA 99260-2043				
13. GRANT PROGRAM OFFICER MaryAnne Polkiewicz		13A. GRANT PROGRAM OFFICER EMAIL MaryAnne.Polkiewicz@Dot.Gov		
		13B. GRANT PROGRAM OFFICER PHONE NUMBER 202-366-0203		
14. INCORPORATED ATTACHMENTS FMCSA Financial Assistance Agreement General Provisions and Assurances; grantee project plan and budget incorporated by reference unless/except as noted below.				
15. STATUTORY AUTHORITY FOR GRANT/COOPERATIVE AGREEMENT 49 USC § 31104(a) & (k); SAFETEA-LU, Pub. L. No.109-59, §4107(a) (2005), Pub. L. 110-244, § 4101(a), 4107, amended by MAP-21, Pub. L. No.112-141, §§ 32603(a) & (d)(2012).				
16. REMARKS FMCSA approves the project plan and budget without specific changes; however, FMCSA will only make reimbursement for these activities for amounts up to the value indicated in Box 9 of this document. If the grantee is requesting indirect costs, it may not request these costs for reimbursement until it has submitted to FMCSA an executed indirect cost rate agreement.				
GRANTEE ACCEPTANCE			AGENCY APPROVAL	
17. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL			19. NAME AND TITLE OF AUTHORIZED FMCSA OFFICIAL	
18. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL	18A. DATE	20. SIGNATURE OF AUTHORIZED FMCSA OFFICIAL		20A. DATE
AGENCY USE ONLY				
21. OBJECT CLASS CODE: 41000			22. ORGANIZATION CODE: M600000000	
23. ACCOUNTING CLASSIFICATION CODES				
DOCUMENT NUMBER	FUND	BY	BPAC	AMOUNT
FM-MHP-0106-13-01-00	17X05713MH	2013	0905710MHP	53,581.00

AWARD ATTACHMENTS

City Of Spokane

FM-MHP-0106-13-01-00

1. FMCSA Financial Assistance Agreement General Provisions and Assurances (November 2012)

FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

FINANCIAL ASSISTANCE AGREEMENT
GENERAL PROVISIONS AND ASSURANCES

November 2012

Notice of changes since last version (Feb 2012):

- Section 17(b) – E-invoicing
- Section 18 – Program Income
- Section 20 – Discrimination and Title VI
- Section 38 – Environmental Concerns

Section 1. Grant Authority

a. Contract Authority.

The Federal Motor Carrier Safety Administration (FMCSA) authorizing legislation, The Safe, Accountable, Flexible, Efficient Transportation Equity Act: a Legacy for Users (SAFETEA-LU), Pub. L. 109-59, 119 Stat. 1144 (2005), as amended by Moving Ahead for Progress in the 21st Century, Pub. L. No. 112-141, 126 Stat. 405 (2012) granted FMCSA contract authority. Pursuant to SAFETEA-LU, Pub. L. 109-59, §4101, 119 Stat. 1144, 1725 (2005), as amended by Moving Ahead for Progress in the 21st Century, Pub. L. No. 112-141, § 32605, 126 Stat. 405, 805-808 (2012) the Secretary of Transportation’s approval of the grant funds made available imposes a contractual obligation upon the United States for payment of the Government’s share of costs in carrying out the grant objectives.

b. Lapse in Appropriations and/or Authorization.

Except in limited circumstances, the absence of FMCSA appropriations and/or authorization prevents the continuation of Federal supervision and support to the performance of a grant. In the absence of such supervision or support, the Recipient may only continue to proceed with its work if (1) the performance of such grant is not incurring obligations from the lapsed appropriations; (2) if continued grant management supervision or support is not critical to the grantee’s continued performance of the work; (3) and FMCSA has approved the continuation of such work. FMCSA will make such determinations in accordance with the Executive Office of the President, Office of Management and Budget, Memorandum “Planning for Agency Operations During a Lapse in Government Funding”(April 7, 2011), and any amendments or updated guidance thereto.

Section 2. Effective Date.

Recipient acknowledges that Federal funds are obligated on the effective date of the Grant Agreement. The effective date is the date that the Grant Agreement contains the authorized signatures of both parties to this agreement. Where the dates accompanying the signatures differ

from party to party, the effective date of the Grant Agreement shall be the most recent of these dates.

Section 3. Electronic Signatures.

The Recipient understands that electronic signatures are binding. An electronic signature to the Grant Agreement commits the Recipient to these Provisions and Assurances, as well as all requirements denoted in **Section 4.**

Section 4. General Requirements.

a. Obligation of Recipient to Comply.

The Recipient understands that by signing the Grant Agreement, the Recipient is agreeing to carry out the approved project plan and the approved budget and to comply with all applicable Federal laws and requirements imposed by the FMCSA concerning special requirements of law, program requirements, and other administrative requirements. This includes, but is not limited to: (1) 49 U.S.C. Chapter 311 (2006), as applicable and denoted in the Notice of Grant Agreement; (2) SAFETEA-LU, Pub. L. No.109-59, § § 4101-4134, 119 Stat. 1144, 1715-1745 (2005), as applicable and denoted in the Notice of Grant Agreement; (3) U.S. Department of Transportation (DOT) regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (common grant management rule), 49 C.F.R. Part 18, applies to projects with governmental bodies; (4) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," 49 C.F.R. Part 19, applies to Projects with institutions of higher education and private nonprofit organizations and also applies to grants and cooperative agreements with private for-profit organizations; (5) 2 C.F.R. § § 220, 225, 230; and (6) OMB Circular A-102 and 2 C.F.R. §215 (OMB Circular A-110).

b. Application of Federal, State, and Local Laws and Regulations.

i. Federal Laws and Regulations.

The Recipient understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date the Agreement was executed may be modified from time to time. The Recipient agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in this Agreement of a contrary intent. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the Recipient agrees to include in all sub-assistance agreements and third party contracts financed with FMCSA assistance, specific notice that Federal requirements may change and the changed requirements will apply to the Project as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

ii. State or Territorial Law and Local Law.

Except to the extent that a Federal statute or regulation preempts State or territorial law, nothing in this Agreement shall require the Recipient to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law; however, if any of the provisions of this Agreement violate any applicable State or territorial law, or if compliance with the provisions of this Agreement would require the Recipient to violate any applicable State or territorial law, the Recipient agrees to notify the FMCSA immediately in writing in order that FMCSA and the Recipient may make appropriate arrangements to proceed with the Project as soon as possible.

c. Subgrantees

State Recipients shall follow State law and procedures when awarding and administering subgrants to local and Indian tribal governments in accordance with 49 C.F.R. §18.37(a). Other grantees awarding subgrants to local and Indian tribal governments shall follow 49 C.F.R. §18.37(b). The Recipient understands that 49 C.F.R. Part 19 shall be applied to institutions of higher education, hospitals or other non-profit organization subgrantees in accordance with 49 C.F.R. § 19.5.

Section 5. Ethics.

a. Written Code of Ethics.

The Recipient agrees to maintain a written code or standards of ethical conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by Federal funds. The code or standards shall provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors or anything of monetary value from present or potential contractors, subgrantees, or regulated entities. The Recipient may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by State or local law or regulations, such code or standards shall provide for penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or agents, or by contractors or sub-grantees or their agents.

b. Personal Conflict of Interest.

The Recipient's code or standards must provide that no employee, officer, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- i. The employee, officer, board member, or agent;**

- ii. Any member of his or her immediate family;
- iii. His or her partner; or
- iv. An organization that employs, or is about to employ, any of the above.

c. Organizational Conflicts of Interest.

The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

Section 6. Hatch Act.

The Recipient agrees to comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limit the political activities of an individual whose principal employment is in connection with an activity which is financed in whole or in part by loans or grants made by the United States or a Federal agency. The Hatch Act specifically exempts employees of educational institutions, and the Hatch is not applicable to private, nonprofit organizations unless the statutes through which the nonprofit organizations derive their federal funding contain a provision stating that the recipient organizations are deemed to be state or local government agencies for purposes of the Hatch Act.

Section 7. Limitation on Use of Federal Funds for Lobbying for Grants in Excess of \$100,000.

By signing this agreement the Recipient declares that it is in compliance with 31 U.S.C. Sec. 1352, which prohibits the use of Federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FMCSA, signing this agreement constitutes a declaration that no funds, including funds not Federally appropriated, were used or agreed to be used to influence this grant. Recipients of subgrants in excess of \$100,000 must make the same declarations to the Recipient. With respect to the payment of funds not Federally appropriated by the recipient and subgrantees, the Recipient must report to the FMCSA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.



Section 8. Contracting.

a. Federal Standards.

The Recipient agrees to comply with the Procurement Standards requirements set forth at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48 inclusive, whichever may be applicable, and with applicable supplementary U.S. DOT or FMCSA directives or regulations. If determined necessary for proper Project administration, FMCSA reserves the right to review the Recipient's technical specifications and requirements.

b. Buy American Act.

The Recipient agrees to conform with the Buy American Act (41 U.S.C. §§ 10a-d), as required by Section 708 of the Transportation, Treasury, Housing and Urban Development, the Judiciary, and Independent Agencies Appropriations Act, 2006 (Public Law 109-115 (November 30, 2005)). As required by Section 709 of the appropriations act, the Recipient represents that it has never been convicted of violating the Buy American Act, and agrees that it will not make funding received under the appropriations act available to any person or entity that has been convicted of violating the Buy American Act.

Section 9. Notification Requirement.

- a.** With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, the Recipient agrees to:
- i.** Specify in any announcement of the awarding of the contract for such goods or services the amount of Federal funds that will be used to finance the acquisition; and
 - ii.** Express the said amount as a percentage of the total costs of the planned acquisition.

Section 10. Debarment and Suspension.

The Recipient agrees to obtain certifications on debarment and suspension from its third party contractors and subgrantees and otherwise comply with U.S. DOT regulations, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. Part 32.

Section 11. Notification of Third Party Contract Disputes or Breaches.

The Recipient agrees to notify FMCSA of any current or prospective major dispute, breach, or litigation pertaining to any third party contract. If the Recipient seeks to name FMCSA as a party to litigation for any reason, the Recipient agrees first to inform FMCSA before doing so. This provision applies to any type of litigation whatsoever, in any forum.

Section 12. Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.

FMCSA encourages the Recipient to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined for other DOT agencies in 49 C.F.R. Part 26) in carrying out the Project.

Section 13. Records Retention.

a. Requirement to Retain Records.

During the course of the Project and for three years after the final voucher, the Recipient agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FMCSA may require. Reporting and record-keeping requirements are set forth in (1) 49 C.F.R. Part 18 for governmental Recipients and (2) 49 C.F.R. Part 19 for hospitals, educational institutions, private non-profit and for-profit Recipients. Project closeout does not alter these requirements.

b. Access to Recipient Records.

The Recipient will give FMCSA, the Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives, and, if appropriate the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award and will establish a proper accounting system in accordance with generally accepted accounting standards.

c. Access to Records in Negotiated Agreements.

The Recipient will include in all negotiated contracts (except those of \$10,000 or less) awarded by Recipient a provision to the effect that the Recipient, FMCSA, the Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives, and, if appropriate the State, through any authorized representative, shall have access to any books documents, papers and records of the contractor which are directly pertinent to the program for the purpose of making audits, examinations, excerpts, and transcriptions.

- i.** Financial records, supporting documents, statistical records, and all other records pertinent to this instrument shall be retained for a period of three years, with the following exception:
 - 1.** If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained in their entirety until all litigation claims, or audit findings involving the records have been resolved.



2. Records for nonexpendable property, if any, acquired with Federal funds shall be retained for three years after its final disposition.
3. When records are transferred to or maintained by FMCSA, the 3-year retention requirement is not applicable to the recipient. The retention period starts from the date of the submission of the final expenditure report.

Section 14. Audit and Inspection.

a. Inspector General Act of 1978.

Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3 § 1 et seq., an audit of the award may be conducted at any time.

b. Single Audit Act Amendments of 1996.

The Recipient agrees to undergo the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular NO. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

c. Audit Requirements.

A Recipient that is: (a) a State, local government or Indian tribal government agrees to comply with the audit requirements of 49 C.F.R. § 18.26 and OMB Circular A-133, and any revision or supplement thereto; (b) an institution of higher education or nonprofit organization agrees to comply with the audit requirements of 49 C.F.R. § 19.26 and OMB Circular A-133, and any revision or supplement thereto; (c) a private for-profit organization agrees to comply with the audit requirements of OMB Circular A-133.

It is imperative that Recipients submit required OMB Circular A-133 audits within the time limits specified in the Circular. The Recipient agrees to submit the data collection form and copies of the reporting package required under OMB Circular A-133 to the Federal Audit Clearinghouse Bureau of the Census, 1201 East 10th Street Jefferson, IN 47132.

The Recipient agrees to obtain any other audits required by FMCSA. Project closeout will not alter the Recipient's audit responsibilities. Audit costs for Project administration and management are allowable under this Project to the extent authorized by OMB Circular A-87, Revised; OMB Circular A-21, Revised; or OMB Circular A-122, Revised.

The Recipient agrees to permit FMCSA, the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its contractors pertaining to the Project. The Recipient agrees to require each third party contractor whose contract award is not based on competitive bidding procedures as defined by the Secretary to permit the Secretary of Transportation and the Comptroller General of the

United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that contract, and to audit the books, records, and accounts involving that contract as it affects the Project.

Section 15. Responsibility for Reporting Fraudulent Activity, Waste and Abuse.

The Recipient understands that the Federal government may pursue administrative, civil, or criminal action under a variety of statutes relating to fraud and making false statement or claims.

The Recipient agrees to contact the DOT, the Office of Inspector General (OIG), if the Recipient becomes aware of the existence (or apparent existence) of fraudulent activity, waste, or abuse.

The OIG has authority within the DOT to conduct criminal investigations. The DOT OIG maintains a post office box and a toll-free hotline for receiving information from individuals concerning fraud, waste, or abuse under DHS grants and cooperative agreements. The hotline is available 24 hours a day, 7 days a week. <http://www.oig.dot.gov/Hotline>. The identity of the caller is kept confidential, and callers are not required to give their names.

Examples of fraud, waste, and abuse that should be reported include, but are not limited to, embezzlement, misuse, or misappropriation of grant funds or property, and false statements, whether by organizations or individuals. Other examples include theft of grant funds for personal use; using funds for non-grant-related purposes; theft of federally owned property or property acquired or leased under a grant; charging inflated building rental fees for a building owned by the Recipient; submitting false financial reports; and submitting false financial data in bids submitted to the Recipient (for eventual payment under the grant).

Section 16. Budget and Finance.

The Recipient agrees to carry out the Project in accordance with the Approved Project Budget, written approval of which the Recipient shall secure from FMCSA prior to being reimbursed under this Agreement. In accordance with 49 C.F.R. § 18.30 and 49 CFR § 19.25, the Recipient must obtain prior, written approval from FMCSA before making any revisions to the approved project budget (1) that would require any transfer of funds between budget lines cumulatively greater than ten percent of the total approved project budget, or (2) that involve expenditures for items or services not approved in the original project plan, or (3) that would result in the need for additional funding. This includes revisions to the indirect cost rate. Any written approval may be obtained from the Associate Administrator or his/her designated representative, of the respective FMCSA Office.

The Recipient may, without prior approval from FMCSA, make any reasonable and necessary modification to the project budget provided that such deviations do not cumulatively exceed ten percent of the total approved project amount and provided that such deviations only involve the transfer of funds between expenditure items or categories authorized by FMCSA in the approved budget.

The Recipient agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 49 C.F.R. § 18.20, or 49 C.F.R. § 19.21, as amended, whichever is applicable. Consistent with the provisions of 49 C.F.R. § 18.21, or 49 C.F.R. § 19.22, as amended, whichever is applicable, the Recipient agrees to record in the Project Account, and deposit in a financial institution all Project payments received by it from FMCSA pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project (Project Funds). The Recipient is encouraged to use financial institutions owned at least 50 percent by minority group members. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. All matches shall be supported by appropriate records. The Recipient also agrees to maintain accurate records of all Program Income derived from Project implementation. The Recipient agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

Section 17. Payments.

a. Request by the Recipient for Payment.

The Recipient's request for payment of the Federal share of allowable costs shall be made to FMCSA and will be acted upon by FMCSA as set forth in this section. Each payment made to the Recipient must comply with Department of the Treasury regulations, "Rules and Procedures for Funds Transfers," 31 C.F.R. Part 205. To receive a Federal assistance payment, the Recipient must:

- i.** Have demonstrated or certified that it has made a binding commitment of non-Federal funds, if applicable, adequate when combined with Federal payments, to cover all costs to be incurred under the Project to date. A Recipient required by Federal statute or this Agreement to provide contributory matching funds or a cost share agrees:
 - 1.** To refrain from requesting or obtaining Federal funds in excess of the amount justified by the contributory matching funds or cost share that has been provided; and
 - 2.** To refrain from taking any action that would cause the proportion of Federal funds made available to the Project at any time to exceed the percentage authorized under this Agreement. The requirement for contributory matching funds or cost share may be temporarily waived only to the extent expressly provided in writing by FMCSA.
- ii.** Have submitted to FMCSA all financial and progress reports required to date under this Agreement; and

- iii. Have identified the source(s) of financial assistance provided under this Project, if applicable, from which the payment is to be derived.

b. Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees

- i. Subject to the requirements in 49 CFR 18.21, payments will be made after receipt of required FMCSA reporting forms and supporting documentation. Each payment request must be made electronically via the Delphi eInvoicing System.
- ii. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.
- iii. Grant Recipient Requirements
 - 1. Recipient must have internet access to register and submit payment requests through the Delphi eInvoicing system.
 - 2. Recipient must submit payment requests electronically and FMCSA must process payment requests electronically.
- iv. System User Requirements
 - 1. Recipients should contact FMCSA to request access to the system. The FMCSA will provide the Recipient's name and email address to the DOT Financial Management Office. The DOT will then notify the Recipient to register for the system through an electronic invitation. The Recipient must complete online training prior to DOT giving system access.
 - 2. The DOT will send the Recipient an email with an electronic form to verify the Recipient's identity. The Recipient must complete the form, and present it to a Notary Public for verification. The Recipient will return the notarized form to:
 - DOT Enterprise Services Center
 - FAA Accounts Payable, AMZ-100
 - PO Box 25710
 - Oklahoma City, OK 73125
 - 3. The DOT will validate the form and email a user ID and password to the Recipient. Recipient should contact the FMCSA grants office with any changes to their system information.

4. Note: Additional information, including access forms and training materials, can be found on the DOT elnvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>)

v. Waivers

1. DOT Financial Management officials may, in highly limited circumstances and on a case by case basis, waive the requirement to register and use the electronic grant payment system. Waiver request forms can be obtained on the DOT elnvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting FMCSA. Recipients must explain why they are unable to use or access the internet to register and enter payment requests.

c. **Reimbursement Payment by FMCSA.**

i. If the reimbursement method is used, the Recipient agrees to:

1. Complete and submit Standard Form 3881, "Payment Information Form - ACH Payment Vendor Payment System," to FAA-ESC; and
2. Complete and submit, on at least a quarterly basis, Standard Form 270, "Request for Advance or Reimbursement," to FMCSA.

- ii. Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FMCSA will authorize payment by direct deposit provided the Recipient: (i) is complying with its obligations under this Agreement, (ii) has satisfied FMCSA that it needs the requested Federal funds during the requisition period, and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FMCSA may reimburse allowable costs incurred by the Recipient up to the maximum amount of FMCSA's share of the total Project funding. FMCSA will employ a payment term of 20 days. The clock will start running for payment on receipt of the invoice by FMCSA's financial processor.

d. **Other Payment Information.**

The Recipient agrees to adhere to and impose on its subgrantees all applicable foregoing "Payment by FMCSA" requirements of this Agreement. If the Recipient fails to adhere to the foregoing "Payment by FMCSA" requirements of this Agreement, FMCSA may revoke the portion of the Recipient's funds that has not been expended.

e. Effect of Program Income, Refunds, and Audit Recoveries on Payment.

In accordance with 49 CFR § 18.21(f) State, local government, and Indian tribal Recipients and subrecipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash payments. In accordance with 49 CFR § 19.22, to the extent available, Non profit organization Recipients and subrecipients shall disburse funds available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash payments.

f. Allowable Costs.

i. The Recipient's expenditures will be reimbursed only if they meet all requirements set forth below:

1. Conform with the Project description and the approved Project Budget and all other terms of this Agreement;
2. Be necessary in order to accomplish the Project;
3. Be reasonable for the goods or services purchased;
4. Be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient that have the effect of reducing the cost actually incurred);
5. Be incurred (and be for work performed) after the effective date of this Agreement, unless specific authorization from FMCSA to the contrary is received in writing (pre-award costs);
6. Unless permitted otherwise by Federal statute or regulation, conform with Federal guidelines or regulations and Federal cost principles as set forth below:
 - a. For Recipients that are governmental organizations, the cost principles of 2 C.F.R. § 225 apply (OMB Circular A-87, Revised, "Cost Principles for State and Local Governments" apply);
 - b. For Recipients that are institutions of higher education, the cost principles of 2 C.F.R. §220 (OMB Circular A-21, Revised, "Cost Principles for Educational Institutions" apply);
 - c. For Recipients that are private nonprofit organizations, the cost principles of 2 C.F.R. § 230 (OMB Circular A-122, Revised, "Cost Principles for Nonprofit Organizations" apply); and

d. For Recipients that are for-profit organizations, the standards of the Federal Acquisition Regulation, 48 C.F.R. Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" apply.

7. Be satisfactorily documented; and

8. Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by FMCSA for the Recipient, and those approved or prescribed by the Recipient for its subgrantees and contractors.

g. Indirect Costs.

Indirect costs will not be reimbursed without documentation of an approved indirect cost rate from the recipient's cognizant agency. If a recipient intends to request reimbursement of indirect costs, the Recipient must submit the proper documentation before vouchers are submitted for reimbursement. The recipient must indicate in its budget that it will be seeking indirect costs, and a placeholder indirect cost rate will suffice until a final rate can be determined.

The Recipient must obtain prior approval from the Grant Manager to shift direct costs to indirect costs in order to recover indirect costs at a negotiated indirect cost rate **higher than the placeholder indirect cost rate** if the cumulative amount of such transfer **exceeds or is expected to exceed 10 percent** of the total approved budget in accordance with 49 C.F.R. § 18.30 and 49 CFR § 19.25.

The grantee may not request additional grant funds to recover indirect costs that it cannot recover by shifting direct costs to indirect costs. After this Grant Agreement has been signed, any request for changes to the indirect cost rate requires an amendment and must be approved by the Grant Manager if the change to the indirect cost rate would cause the cumulative amount of a budget transfer to exceed 10 percent of the total approved budget in accordance with 49 C.F.R. § 18.30 and 49 CFR § 19.25.

h. Pre-Award Costs.

A Recipient may be reimbursed for obligations incurred before the effective date of the award if:

- i. The Recipient receives prior written approval from the FMCSA before the reimbursement vouchers are submitted;
- ii. The costs are necessary to conduct the project; and
- iii. The costs would be allowable under the grant, if awarded.

If a specific expenditure would otherwise require prior approval before making the expenditure (i.e. pursuant to 2 C.F.R. §225, Appendix B, special equipment over \$5,000), then the Recipient must obtain FMCSA written approval before incurring the cost.

Recipient understands that the incurrence of pre-award costs in anticipation of an award is taken at the Recipient's risk and imposes no obligation on FMCSA to make the award or to increase the amount of the approved budget if (1) there is no award subsequently made; (2) an award is made for less than anticipated and is inadequate to cover the pre-award costs incurred; or (3) there are inadequate appropriations.

i. Disallowed Costs.

In determining the amount of Federal assistance FMCSA will provide, FMCSA will exclude:

- i.** Any Project costs incurred by the Recipient before the effective date of this Agreement, or amendment or modification thereof, whichever is later, unless otherwise permitted by Federal law or regulation, or unless an authorized representative of FMCSA states in writing to the contrary;
- ii.** Any costs incurred by the Recipient that are not included in the latest approved Project Budget; and
- iii.** Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred in or approved in writing by FMCSA.

The Recipient agrees that reimbursement of any cost under the "Payment by FMCSA," part of this Agreement does not constitute a final FMCSA decision about the allowability of that cost and does not constitute a waiver of any violation by the Recipient of the terms of this Agreement. The Recipient understands that FMCSA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FMCSA determines that the Recipient is not entitled to receive any part of the Federal funds requested, FMCSA will notify the Recipient stating the reasons thereof. Project closeout will not alter the Recipient's obligation to return any funds due to FMCSA as a result of later refunds, corrections, or other transactions. Nor will Project closeout alter FMCSA's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, FMCSA may offset any Federal assistance funds to be made available under this Project as needed to satisfy any outstanding monetary claims that the Federal Government may have against the Recipient. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable Federal cost principals or other written Federal guidance.

Section 18. Program Income

Recipient agrees to comply with the regulations relating to program income, located at 49 CFR §§ 18.21(f), 18.24(b)(4), 18.25 for State, local government, and Indian tribal recipients and subrecipients and 49 CFR §§19.22(g), 19.24, and 19.34(d) for non-profit organizations.

Program income means gross income earned by the recipient, subrecipient, or contractor under a grant, that is directly generated by a grant supported activity or earned as a result of the award during the award period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

Program income includes, but is not limited to, user charges or user fees, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal awarding agency regulations or the terms and conditions of the award, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them.

Recipients agree to use the Program income in accordance with 49 CFR §18.25(g) (for State, local government, and Indian tribal recipients and subrecipients) and 49 CFR § 19.24(b) (for nonprofit organizations).

Section 19. Reports.

a. Performance Progress Reports.

The Recipient will submit, at a minimum, quarterly performance progress reports and a final performance progress report at the completion of the award (within 90 days after) to the agency point of contact listed in the award document. Recipient must submit all performance progress report forms required by FMCSA. These reports will cover the period: January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31. The Recipient shall furnish one (1) copy of a quarterly performance progress report to the Grant Manager, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. Each quarterly report shall set forth concise statements concerning activities relevant to the Project, and shall include, but not be limited to, the following:

- i. An account of significant progress (findings, events, trends, etc.) made during the reporting period;
- ii. A description of any technical and/or cost problem(s) encountered or anticipated that will affect completion of the grant within the time and fiscal constraints as set forth in this Agreement, together with recommended solutions or corrective action plans (with dates) to such problems, or identification of specific action that is required by the FMCSA, or a statement that no problems were encountered;
- iii. An outline of work and activities planned for the next reporting period; and
- iv. Provide status update/resolution for all outstanding findings from program reviews and/or audits.

b. Quarterly Financial Status Reports.

The Recipient shall furnish one (1) copy of a quarterly financial status report to the Grant Manager, and one (1) copy to the Grants Officer, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. The Recipient shall use SF 425, Federal Financial Report, to report the status of funds for all non-construction projects or programs. The Recipient shall report outlays and program income, if any, on an accrual basis. However, if the Recipient's accounting records are not normally kept on an accrual basis, the Recipient shall not be required to convert its accounting system, but shall develop such accrual information through an analysis of the documentation on hand. The Recipient shall certify to the expenditure of its proposed cost share for the period being reported, in the "Remarks" block.

Section 20. Non-Discrimination.

The Recipient will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of The Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Sections 504 and 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794, 794(d), which prohibit discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) the Public Health Service Act of 1912 (42 U.S.C. §290dd-2), relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.* relating to nondiscrimination in the sale, rental or financing of housing; and (i) the requirements of any other nondiscrimination statute(s) which may apply to the application.

The Recipient also agrees to comply with the FMCSA Title VI Assurances.

Section 21. Executive Order on Equal Opportunity Related to Contracts.

- a. The Recipient will comply with all Federal statutes and Executive Orders relating to Equal Employment Opportunity.
 - i. The Recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.

- ii. The Recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.

Section 22. Employment Policies.

The Recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, disability or age; and that it has an affirmative action plan (AAP) consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608. The applicant/recipient shall provide the AAP to FMCSA for inspection or copy upon request.

Section 23. Property.

In general, title to equipment and supplies acquired by a Recipient with DOT funds vests in the Recipient upon acquisition, subject to the property management requirements of 49 CFR parts 18 and 19, whichever applicable.

A Recipient that is a State, local, or Indian tribal government agrees to comply with the property management standards of 49 C.F.R. §§18.31 through 18.34, including any amendments thereto, and with other applicable Federal regulations and directives. A Recipient that is an institution of higher education or private nonprofit entity, agrees to comply with the property management standards of 49 C.F.R. §§19.30 through 19.37, including any amendments thereto, and with other applicable Federal regulations and directives. Any exception to the requirements of 49 C.F.R. §§18.31 through 18.34, or the requirements of 49 C.F.R. §§19.30 through 19.37, requires the express approval of the Federal Government in writing. A Recipient that is a for-profit entity agrees to comply with property management standards satisfactory to FMCSA.

With respect to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement, the Recipient agrees to comply with the 49 C.F.R. Part 18 or 49 C.F.R. Part 19, as applicable, as well as the Grant Provisions and Assurances that follow, unless FMCSA determines otherwise in writing.

Under this Section, local governments, Indian tribal governments, research institutions, hospitals, and nonprofit organizations, as well as for profit organizations, will be collectively referred to as a “Non-State Recipient” in circumstances the responsibilities of the State Recipient will be distinguished from the responsibilities of the Non-State Recipient.

a. Use of Project Property.

The State Recipient agrees to use Project property for the purpose for which it was acquired under the period of performance of the Grant. State recipients acknowledge that the FMCSA may ensure that the purpose of the grant is being satisfied. State recipients acknowledge that FMCSA may request a copy of the State statute and procedures in determining whether a State is

in compliance with its own State procedures, and to assist the FMCSA in determining the allocability, reasonableness, and allowability of costs.

The Non-State Recipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period, beginning on the effective date, and used to support public transportation activities) for the duration of the useful life of that property, as required by FMCSA. Should the Recipient unreasonably delay or fail to use Project property during the useful life of that property, the Recipient agrees that it may be required to return the entire amount of the Federal assistance expended on that property. The Non-State Recipient further agrees to notify FMCSA immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Recipient has made in its Application or in the Project Description for the Grant Agreement or Cooperative Agreement for the Project.

b. Maintenance.

The State Recipient agrees to maintain Project property in accordance with State law and procedures.

The Non-State Recipient agrees to maintain Project property in good operating order, in compliance with any applicable Federal regulations or directives that may be issued.

c. Records.

The State Recipient agrees to maintain records in accordance with State law and procedures.

The Non-State Recipient agrees to keep satisfactory records pertaining to the use of Project property, and submit to FMCSA upon request such information as may be required with this agreement.

d. Incidental Use.

Any incidental use of Project property will not exceed that permitted under applicable Federal laws, regulations, and directives.

e. Encumbrance of Project Property.

The State Recipient agrees to maintain satisfactory continuing control of Project property in accordance with State law and procedures. The State Recipient understands that an encumbrance of project property may not interfere with the purpose for which the equipment was purchased.

The Non-State Recipient agrees to maintain satisfactory continuing control of Project property as follows:

i. Written Transactions.

The Non-State Recipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal interest in that Project property.

ii. Oral Transactions.

The Non-State Recipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.

iii. Other Actions.

The Non-State Recipient agrees that it will not take any action adversely affecting the Federal interest in or impair the Recipient's continuing control of the use of Project property.

iv. Purpose.

The Non-State Recipient agrees that no use under this section will interference with the purpose for which the equipment was purchased.

f. Transfer of Project Property.

The State Recipient agrees to transfer Project property in accordance with State law and procedures.

The Non-State Recipient understands and agrees as follows:

i. Non-State Recipient Request.

The Non-State Recipient may transfer any Project property financed with Federal assistance authorized under 49 U.S.C. chapter 53 to a public body to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by the FMCSA Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(h)(1) and (2).

ii. Federal Government Direction.

The Non-State Recipient agrees that the Federal Government may direct the disposition of, and even require the Recipient to transfer, title to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement.

iii. Leasing Project Property to Another Party.

If the Non-State Recipient leases any Project property to another party, the Non-State Recipient agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either through a written lease between the Non-State Recipient and lessee, or another similar document. Upon request by FMCSA, the Non-State Recipient agrees to provide a copy of any relevant documents.

g. Disposition of Project Property.

The State Recipient may use its own disposition procedures, provided that those procedures comply with the laws of that State, as authorized by 49 C.F.R. §18.32(b).

The Non-State Recipient agrees to dispose of Project property as follows:

With prior FMCSA approval, the Non-State Recipient may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects to the extent permitted by 49 U.S.C. §5334(h)(4). The Non-State Recipient also agrees that FMCSA may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.

- i. Project Property with Expired Useful Life.** When the useful life of Project property has expired, the Non-State Recipient agrees to comply with FMCSA's disposition requirements.
- ii. Project Property Prematurely Withdrawn from Use.** For Project property withdrawn from appropriate use before its useful life has expired, the Recipient agrees as follows:
 - 1. Notification Requirement.** The Non-State Recipient agrees to notify FMCSA immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.
 - 2. Calculating the Fair Market Value of Prematurely Withdrawn Project Property.** The Non-State Recipient agrees that the Federal Government retains a Federal interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the Federal interest in the Project property shall be determined by the ratio of the Federal assistance awarded for the property to the actual cost of the property. The Non-State Recipient agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:

- A. **Equipment and Supplies.** The Non-State Recipient agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment or supplies as established or approved by FMCSA. Information on straight line depreciation may be found in the Internal Revenue Code. The fair market value of Project equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage.
 - B. **Real Property.** The Non-State Recipient agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the Federal Government, as provided by 49 C.F.R. Part 24, or by straight line depreciation, whichever is greater.
3. **Exceptional Circumstances.** The Non-State Recipient agrees that the Federal Government may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Non-State Recipient may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the Federal Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Non-State Recipient with respect to the preservation of Project property withdrawn from appropriate use.

h. Financial Obligations to the Federal Government.

The Recipient agrees to remit to the Federal Government the Federal interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Recipient may fulfill its obligations to remit the Federal interest by either:

- i. Investing an amount equal to the remaining Federal interest in like-kind property that is eligible for assistance within the scope of the Project that provided Federal assistance for the Project property prematurely withdrawn from use; or

- ii. Returning to the Federal Government an amount equal to the remaining Federal interest in the withdrawn Project property.

i. Insurance Proceeds.

If the Recipient receives insurance proceeds as a result of damage or destruction to the Project property, the Recipient agrees to:

- i. Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
- ii. Return to the Federal Government an amount equal to the remaining Federal interest in the damaged or destroyed Project property.

j. Transportation of Hazardous Materials.

The Recipient agrees to comply with applicable requirements of U.S. Pipeline and Hazardous Materials Safety Administration regulations, "Shippers - General Requirements for Shipments and Packagings," 49 C.F.R. Part 173, in connection with the transportation of any hazardous materials.

k. Misused or Damaged Project Property.

If any damage to Project property results from abuse or misuse occurring with the Recipient's knowledge and consent, the Recipient agrees to restore the Project property to its original condition or refund the value of the Federal interest in that property, as the Federal Government may require.

l. Responsibilities after Project Closeout.

The Recipient agrees that Project closeout by FMCSA will not change the Recipient's Project property management responsibilities as stated in these Grant Provisions and Assurances, and as may be set forth in subsequent Federal laws, regulations, and directives, except to the extent the Federal Government determines otherwise in writing.

Section 24. Davis-Bacon Act Requirements.

The Recipient agrees to comply, as applicable, with the provisions of the Davis Bacon Act (40 U.S.C. §3145 and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§3701 *et seq.*) regarding labor standards for federally-assisted construction sub-agreements.

Section 25. Environmental Requirements.

The Recipient agrees to comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures



under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

Section 26. Government Rights (Unlimited).

FMCSA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FMCSA. The rights to any inventions made by a recipient under an FMCSA financial assistance award are determined by the Bayh-Dole Act, Pub. L. 96-517, as amended, and codified in 35 U.S.C. § 200, et seq., except as otherwise provided by law.

a. Patent Rights.

If any invention, improvement, or discovery of the Recipient or any of its **third party** contractors is conceived or first actually reduced to practice in the course of or **under this Project**, and that invention, improvement, or discovery is patentable under the laws of the **United States of America** or any foreign country, the Recipient agrees to notify FMCSA **immediately** and provide a detailed report. The rights and responsibilities of the recipient, third party contractors and FMCSA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

If the Recipient secures a patent with respect to any invention, improvement, or discovery of the Recipient or any of its third party contractors conceived or first actually reduced to practice in the course of or under this Project, the Recipient agrees to grant to FMCSA a royalty-free, non-exclusive, and irrevocable license to use and to authorize others to use the patented device or process for Federal Government purposes.

The Recipient agrees to include the requirements of the "Patent Rights" section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

b. Data Rights.

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched

cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration. The following restrictions apply to all subject data first produced in the performance of this Agreement:

- i. Except for its own internal use, the Recipient may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of FMCSA, until such time as FMCSA may have either released or approved the release of such data to the public.
- ii. As authorized by 49 C.F.R. § 18.34, or 49 C.F.R. § 19.36, as applicable, FMCSA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 1. Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
 2. Any rights of copyright to which a Recipient, subgrantee, or a third party contractor purchases ownership with Federal assistance.

When FMCSA provides assistance to a Recipient for a Project involving planning, research, or development, it is generally FMCSA's intent to increase the body of knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FMCSA determines otherwise, the Recipient understands and agrees that, in addition to the rights set forth in preceding portions of this section of this Agreement, FMCSA may make available to any FMCSA Recipient, subgrantee, third party contractor, or third party subcontractor, either FMCSA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as FMCSA may direct.

Unless prohibited by State law, the Recipient agrees to indemnify, save and hold harmless FMCSA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify FMCSA for any such liability arising out of the wrongful acts of employees or agents of FMCSA.

Nothing contained in this section on rights in data, shall imply a license to FMCSA under any patent or be construed as affecting the scope of any license or other right otherwise granted to FMCSA under any patent.

The requirements of this section of this Agreement do not apply to material furnished to the Recipient by FMCSA and incorporated in the work carried out under this Agreement, provided that such incorporated material is identified by the Recipient at the time of delivery of such work.

Unless FMCSA determines otherwise, the Recipient agrees to include the requirements of this section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

c. Acknowledgment or Support and Disclaimer.

i. An acknowledgment of FMCSA support and a disclaimer must appear in any recipient publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

1. "This material is based upon work supported by the Federal Motor Carrier Safety Administration under a grant/cooperative agreement, dated ____."
2. *(fill-in appropriate identification of grant/cooperative agreement);*
3. All Recipient publications must also contain the following:
 - A. "Any opinions, findings, and conclusions or recommendations expressed this publication are those of the author(s) and do not necessarily reflect the view of the Federal Motor Carrier Safety Administration and/or the U.S. Department of Transportation."
 - B. The Recipient agrees to cause to be erected at the site of any construction, and maintain during construction, signs satisfactory to FMCSA identifying the Project and indicating that FMCSA is participating in the development of the Project.

Section 27. Drug Free Workplace.

By signing this agreement, the Recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. Sec. 701 et seq.) and implementing regulations (49 CFR Part 32), which require, in part, that recipients prohibit drug use in the workplace, notify the FMCSA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.

Section 28. Background Screening.

FMCSA reserves the right to perform individual background screening on key individuals of organizational units associated with the application at the effective date and at another interval thereafter for the life of the award. If in performance of a grant award requires recipient organization personnel to have unsupervised physical access to a Federally controlled facility for more than 180 days or access to a Federal information system, such personnel must undergo the personal identity verification credential process under Homeland Security Presidential Directive 12.

Section 29. Site Visits.

FMCSA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by FMCSA on the premises of the Recipient, subgrantee or subcontractor under this Agreement, the Recipient shall provide and shall require its subgrantees or subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FMCSA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Recipient, subgrantee or subcontractor.

Section 30. Liability.

The Recipient agrees to be liable for all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of Recipient, its officers, employees, or (members, participants, agents, representatives, as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This provision shall survive the expiration or termination of this Agreement.

Section 31. Right of FMCSA to Terminate Agreement.

a. General Right to Suspend or Terminate Assistance Agreement.

Upon written notice, the Recipient agrees that FMCSA may suspend or terminate all or part of the financial assistance provided herein if the Recipient has violated the terms of the Grant Agreement or these Provisions and Assurances, or if FMCSA determines that the purposes of the statute under which the Project is authorized would not be adequately served by continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of this Agreement that significantly endangers substantial performance of the Project shall provide sufficient grounds for FMCSA to terminate this Agreement. The recipient agrees to give the Federal Motor Carrier Safety Administration at least 90 days notice of its intention to terminate this agreement.

b. Financial Obligations of the Government.

In general, termination of any financial assistance under this Agreement will not invalidate obligations properly incurred by the Recipient and concurred by FMCSA before the termination date, to the extent those obligations cannot be cancelled. However, if FMCSA determines that the Recipient has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable use of the Project property, facilities, or equipment, or failing to adhere to the terms of this Agreement, FMCSA reserves the right to require the Recipient to refund the entire amount of FMCSA funds provided under this Agreement or any lesser amount as may be determined by FMCSA.

c. De-obligation of Funds.

FMCSA reserves the right to unilaterally de-obligate any remaining grant or cooperative agreement funds due to the time elapsed since the effective date, lack of payment vouchers from the Recipient, lack of plans to expend funds based on this grant, failure to provide quarterly progress reports, or other such determination made by FMCSA. If the recipient accedes to de-obligation, a grant amendment/modification must be in place.

Section 32. Project Completion, Settlement, and Closeout.

a. Project Completion.

Within 90 days of the Project completion date or termination by FMCSA, the Recipient agrees to submit a final SF 425, Federal Financial Report, a certification or summary of Project expenses, and third party audit reports, as applicable.

b. Remittance of Excess Payments.

If FMCSA has made payments to the Recipient in excess of the total amount of FMCSA funding due, the Recipient agrees to promptly remit that excess and interest as may be required by the "Payment by FMCSA" section of this Attachment.

c. Project Closeout.

Project closeout occurs when all required Project work and all administrative procedures described in 49 C.F.R. Part 18, or 49 C.F.R. Part 19, as applicable, have been completed, and when FMCSA notifies the Recipient and forwards the final Federal assistance payment, or when FMCSA acknowledges the Recipient's remittance of the proper refund. Project closeout shall not invalidate any continuing obligations imposed on the Recipient by this Agreement or by the FMCSA's final notification or acknowledgment.

Section 33. Severability.

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement shall continue in full force and effect to the extent not inconsistent with such holding.

Section 34. Entire Agreement and Amendments.

This Agreement constitutes the entire agreement between the parties. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement. Any modification not specifically permitted by this agreement requires an Amendment. These modifications may be made only in writing, signed by the each party's authorized representative, and specifically referred to as an Amendment to this Agreement. Electronic signatures are binding.

Section 35. Use of Information Obtained.

Information obtained under this agreement may only be used by the recipient in order to accomplish the project plan under this agreement.

Any information obtained or exchanged between FMCSA and the grant recipient, in order to carry out each party's responsibility under this agreement and project plan, shall not be released by the recipient to any third party without the written permission of FMCSA.

Recipient shall ensure that all of its employees authorized to access FMCSA data and information systems sign and submit information technology user agreements provided by FMCSA.

Section 36. Miscellaneous Provisions.

a. Prohibition on Human Trafficking.

The Recipient agrees to comply, as applicable, with the provisions of Section 7104(g) of the Trafficking Victims Protection Act of 2000, 22 U.S.C. § 7104 as amended.

b. Wild and Scenic Rivers Act of 1968.

The Recipient agrees to comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

c. Fly America Act.

The Recipient shall comply with the provisions of the Fly America Act, 49 U.S.C. § 40118.

d. Criminal and Prohibited Activities.

The Recipient will adhere to the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801-3812, which provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money. Recipient will also adhere to the False Statements Act, 18 U.S.C. §§ 287 and 1001 which provides that whoever makes or presents any false, fictitious or fraudulent statements, representations, or claims against the United States shall

be subject to imprisonment of not more than 5 years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287. Recipient shall also adhere to the False Claims Act, 31 U.S.C. § 3729, which provides that suits under this act can be brought by the Government or a person on behalf of the Government, for false claims under the Federal assistance programs. Recipient shall also adhere to the Copeland “Anti-Kickback” Act, 18 U.S.C. § 874 and 40 U.S.C. § 3145, which prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract.

Section 37. Laptop Encryption.

All laptops used by Recipients, subgrantees, and contractors in carrying out the Recipient’s project plan, which contain FMCSA-related data, including sensitive information and Personally Identifiable Information (PII), must be encrypted to the same standards utilized by FMCSA. The FMCSA encryption standards prescribe whole disk encryption (FDE), which requires software or hardware to encrypt all data on a disk, including the partition tables, whole physical disk, master boot record, and available files. FMCSA requires that each Recipient who utilizes FMCSA sensitive information or PII complete installation of FDE on all laptop computers as soon as practicable, but no later than September 30, 2013.

Section 38. Adaptability to Climate Changes

If the grant is to be used to place equipment or temporary facilities, modify structures, or to alter existing infrastructure, the recipient is required to assess the ability for the equipment, modifications, or alterations to withstand current and future climatic conditions, including potential changes in climatic conditions. The recipient shall use the best-available peer-reviewed studies and science to determine the potential climatic conditions the equipment, modifications or alterations may experience over the life-cycle of the equipment, modification or alteration funded by the grant. The recipient can rely on existing Federal Highway Administration suggestions or guidelines for placing infrastructure, or on other federally-issued guidance on assessing potential impacts of climate change.

Section 39. Commercial Vehicle Information Systems and Networks (CVISN) provisions.

The following provisions apply where applicable.

a. Compliance with the National ITS Architecture.

The recipient will ensure that CVISN Core and Expanded deployment activities, such as hardware procurement, software and system development, infrastructure modifications, etc., are consistent with the National ITS and CVISN Architectures and available standards and shall promote interoperability and efficiency to the extent practicable and required by law.

b. Interoperability.

For implementing CVISN Core capabilities, the recipient will complete interoperability tests and

ensure architectural conformance throughout the life of the project. Perform pairwise and end-to-end tests to demonstrate conformance with the standards and interoperability, verify that interfaces between selected products/systems meet the applicable standards, verify dataflow and data usage among the products/systems.

c. Independent Evaluation.

The FMCSA may conduct an independent evaluation of the effectiveness of the project in achieving Federal and State program goals. The independent evaluation will be conducted using existing Federal resources. Participants of projects that are selected for independent evaluations shall cooperate with the independent evaluators and participate in evaluation planning and progress review meetings to ensure a mutually acceptable, successful implementation of the independent evaluation. The FMCSA may contract with one or more independent evaluation contractor(s) to evaluate the projects.

d. Dedicated Short Range Communications.

If applicable, the State shall also require that its contractors only install Dedicated Short Range Communications (DSRC) equipment that is interoperable and compatible at layers 1 and 2 of the Open Systems Interconnect Reference Model with equipment in operation on the North American Preclearance and Safety System and the Heavy Vehicle Electronic License Plate Inc.'s PrePass™ System deployments as well as the International Border Crossing Operational Tests, based upon on ASTM Draft 6, dated February 23, 1996.

Section 40. Certification.

The Recipient certifies that the statements it made in the grant application are true and correct and Recipient understands that any false statements made as part of these certifications can be prosecuted.

Briefing Paper
City of Spokane
Spokane Police Department/Public Safety Committee
April 15, 2013

Subject

SPD – DOT Federal Motor Carrier Grant

Background

The SPD Commercial Vehicle Inspectors have reduced collisions involving commercial vehicles in Spokane County since the inception of the program. However, there has been an increase in collisions involving commercial vehicles and passenger vehicles where the passenger vehicle is at fault. Just over 75% of commercial vehicle collisions involve passenger vehicles for recent years (77% in both 2010 and 2011; 78% for 2012 through 8/2/12). However, of those collisions, since 2010 the trend is increasing where the passenger vehicle is at fault. In 2010, the passenger vehicle was at fault 62% of the time. In 2011, the passenger vehicle was at fault 63% of time. Through August 2012, passenger vehicles were at fault 66% of the time. To combat this issue, SPD will launch a DOT sponsored Ticketing Aggressive Cars and Trucks (TACT) program to conduct enforcement and public awareness campaign to reduce the behavior that results in collisions with commercial vehicles. The grant will provide overtime for enforcement, funding for new equipment, and funding for a public awareness campaign regarding aggressive driving.

Impact

The goal of the grant is to reduce commercial vehicle collisions involving passenger vehicles in Spokane County. The SPD Commercial Vehicle Inspectors provide support to all of Spokane County for commercial vehicle enforcement. The increased enforcement and public awareness campaign will reduce aggressive driving and decrease collisions between passenger vehicles and commercial vehicles, specifically those collisions where the passenger vehicle was at fault.

Action

Grant will need to be accepted by City Council

Funding

This is a grant from Department of Transportation; it requires a 20% match. The grant will provide \$53,581 and the Spokane Police Department will contribute \$13,396 for a total project cost of \$66,977.

Spokane Police Department Grant Application
DOT FMCSA FY13 Motor Carrier Safety Assistance Program High Priority Grant

Problem Statement

The City of Spokane, located in Northeastern Washington State, and surrounding metropolitan area (which includes locales in Northern Idaho), has a population nearing 500,000 people. There are four major highways that cross through the city, including Interstate 90. These highways bring commercial vehicles from not only domestic locations, but due to the proximity of Spokane to the Canadian border, international vehicles as well. The Spokane Police Department provides traffic enforcement within the City of Spokane borders, but also employs two Commercial Vehicle Inspectors to perform enforcement as well as safety inspections regarding commercial vehicles. These Spokane Police Department Commercial Vehicle Inspectors serve outside the borders of the City of Spokane, often coordinating with Washington State Patrol, providing support to the surrounding areas in an effort to reduce collisions involving commercial motor vehicles in the greater Spokane area.

Through emphasis patrols for traffic enforcement and safety inspections, collisions involving commercial vehicles have decreased since 2008 in Spokane County. While sustaining this reduction in collisions is a goal for the Spokane Police Department, the pressing problem is the increase in collisions involving commercial vehicles and passenger vehicles where the passenger vehicle is at fault. Just over 75% of commercial vehicle collisions involve passenger vehicles for recent years (77% in both 2010 and 2011; 78% for 2012 through 8/2/12).¹ However, of those collisions, since 2010 the trend is increasing where the passenger vehicle is at fault (please see table on following page for more info). In 2010, the passenger vehicle was at fault 62% of the time. In 2011, though the number of collisions was less, the passenger vehicle was at fault 63% of time. So far in 2012, the number of collisions between commercial vehicles and passenger

¹ Data provided by Washington State Patrol

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vehicles is on track to be comparable to slightly less than 2011 totals. However, year to date, passenger vehicles were at fault 66% of the time.

	2010	2011	2012 (8/2)
Commercial Vehicle Total Collisions	79	64	37
<i>Involving Passenger Vehicle</i>	61	49	29
<i>Passenger Vehicle At Fault</i>	38	31	19

We intend to address this problem of commercial vehicle collisions where the passenger vehicle is at fault by implementing a Ticketing Aggressive Cars and Trucks (TACT) program in conjunction with our continued focus on commercial vehicle enforcement and safety inspections.

Goals and Objectives

The Spokane Police Department requests federal funding from DOT through the FY13 FMCSA grant to support the following goal: to reduce commercial vehicle collisions involving passenger vehicles in Spokane County. Our objectives to achieve this goal include:

1. Reducing the percentage of collisions involving commercial vehicles where the passenger vehicle is at fault from 66% in 2012 to 50% by the end of 2014.
2. Increasing public awareness of driving safely around commercial vehicles through increased communications; currently there is no media communication from the Spokane Police Department regarding this topic, so the measurement is simply to launch a public awareness campaign.

Activities and strategies to achieve these objectives will be discussed in the next section.

Work Plan

This project will be conducted over a twenty-four month time span with an anticipated start date of January 2013. The strategies the Spokane Police Department will employ to achieve the objectives described above will be daily targeted enforcement of aggressive drivers around

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commercial vehicles, the development and launch of a public awareness campaign regarding safe driving practices around commercial vehicles, and monthly emphasis patrols in known collision hot spots that target aggressive driving.

Strategy: Targeted Enforcement of Aggressive Drivers Around Commercial Vehicles

Month	Activity	Responsible Party
Award +30 Days	Analyze Cause of PV/CV Collisions	SPD Crime Analysis
Award +30 Days	Coordinate with WSP to Ensure Complementing Efforts	SPD CV Inspectors
30 Days After Award + 695 Days	Daily Enforcement of Aggressive Drivers around Commercial Vehicles, looking for behavior as identified by the Collision Analysis	SPD CV Inspectors
30 Days After Award + 695 Days	Daily Inspections (Levels I, II and III) of Commercial Vehicles for Safety	SPD CV Inspectors
30 Days After Award + 90 Days	Begin Purchase Process for New CVI Vehicles	SPD Traffic Sergeant
120 Days After Award	Deploy New CVI Vehicles	SPD CV Inspectors

As shown in the table above, the primary activities associated with this strategy will be the daily enforcement activity of the two Commercial Vehicle Inspectors. These two full-time members of the Spokane Police Department Traffic Unit are responsible for commercial vehicle enforcement and safety inspections. As part of the TACT program, besides their on-going commitment to conducting 600 commercial vehicle inspections per year per officer (20% being Level I inspections, 40% Level II, and 40% Level III), they will also be targeting passenger vehicles engaging in aggressive driving practices identified by the Crime Analysis unit as those behaviors that contributed to collisions with commercial vehicles in the past. Grant funds will be used to outfit the Commercial Vehicle Inspectors with new vehicles to facilitate this enforcement and to fund overtime (if necessary) for the Crime Analysis unit to conduct the analysis of these collisions.

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Strategy: Launch Public Awareness Campaign For Safe Driving Around Commercial Vehicles

Month	Activity	Responsible Party
Award +30 Days	Hold Initial Launch Meeting with Public Information Officer (PIO), Traffic Unit, and Street Dept to discuss	SPD Traffic Sergeant
Award +90 Days	Develop a Public Awareness Campaign based on TACT	SPD PIO
Award +90 Days	Develop and Produce 2-3 PSAs to be broadcast	SPD PIO
Award +90 Days	Develop Utility Flyers with Safe Driving Tips to be distributed	SPD PIO
Award +90 Days	Develop Safety Tips that can be Distributed Via Social Media	SPD PIO
90 Days After Award	Share Public Awareness Campaign with Partners, including WSP	SPD Traffic Sergeant
150 Days After Award	Launch Public Awareness Campaign in time for May sweeps and summer driving season	SPD PIO
150 Days After Award + 580 Days	Continue Public Awareness Campaign with Continued PSAs, weekly Facebook and Twitter posts regarding safe driving tips, Quarterly YouTube videos, and at least two SPD TV segments	SPD PIO

As shown in the table above, the primary activities related to this strategy are the development and launch of a public awareness campaign regarding TACT. The purpose of this campaign would be to not only address safe driving habits around commercial vehicles, but also aggressive driving in general. The public awareness campaign would use a variety of techniques to reach drivers. Besides using Public Service Announcements (PSAs) to be broadcast on local television stations (including the City of Spokane local access channel), we would also utilize the growing social media trend. The PSAs would be available on the SPD YouTube channel, and general driving safety tips would be generated to be dispersed over Facebook and Twitter as well as the Spokane Police Department webpage. In addition, all emphasis patrols (discussed in the following strategy) would be publicized via these social media sites as well as through press releases to help increase awareness of the activity officers will be targeting. Information flyers

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would also be produced to be mailed with utility bills as well as to be distributed at other public outreach events (neighborhood council meetings, community gatherings, etc). Grant funds would be used to develop and air PSAs and develop and produce handout materials.

Strategy: Monthly Emphasis Patrols Targeting Aggressive Driving

Month	Activity	Responsible Party
Award +60 Days	Analyze Areas with PV/CV Collisions	SPD Crime Analysis
Award +30 Days	Coordinate with WSP regarding Best Deployment Dates for Emphasis Patrols	SPD Traffic Sergeant
60 Days After Award	Identify Collision Hot Spot areas within City of Spokane for Emphasis Patrols	SPD Crime Analysis and Traffic Unit
83 Days After Award + 7 Days	Publicize Area of Emphasis Patrol and the Reason for it (tie-in to Public Awareness Campaign)	SPD PIO
90 Days After Award	One Day Emphasis Patrol in 2 Collision Hot Spots	SPD Traffic Unit
30 Days After Previous Event for Next 640 Days	Publicize Area of Emphasis Patrol and the Reason for it (tie-in to Public Awareness Campaign)	SPD PIO
30 Days After Previous Event for Next 640 Days	One Day Emphasis Patrol in 2 Collision Hot Spots	SPD Traffic Unit
Every 180 Days	Analyze Areas with PV/CV Collisions to Determine if Accurate Hot Spots for Emphasis Patrols	SPD Crime Analysis

For the final strategy, shown in the table above, the primary activities will be monthly emphasis patrols by the Spokane Police Traffic Unit (eight officers, including the two CV Inspectors) targeting aggressive driving in those areas identified as hot spots for collisions with commercial vehicles. Crime Analysis will identify these hot spots both initially, and then every six months, to determine if there are new hot spots. The Traffic Unit will conduct full day emphasis patrols once a month (weather permitting; winter months may prove to be impractical depending on the severity of the Pacific Northwest winter) in these hot spots targeting aggressive

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driving behavior. Grant funds will be used to fund overtime, as needed, for both the emphasis patrols and the analysis of data.

Accomplishing these strategies should result in not only an overall reduction in collisions involving commercial vehicles, but also the percentage of collisions where the passenger vehicle was at fault.

Identification/Resolution of Challenges

Our largest challenge at this time will be the identification of collision hot spots so targeted enforcement will be effective. This will be a challenge simply due to the fact the analytical staff has not conducted this particular kind of analysis in the past and the unit is short-staffed. However, several department members recently attended DDACTS (Data-Driven Approaches to Crime and Traffic Safety) training, and we believe we will be able to overcome this challenge. The largest unknown factor is how long this analysis will take, which could impact the work plan by up to two months. To mitigate this delay, however, we are prepared to condense some of the emphasis patrols to make up for the difference.

Evaluation and Monitoring Plan

The Spokane Police Department will use a quarterly monitoring plan to evaluate the success of the project and determine if we are achieving our objectives. It is our experience that monthly monitoring is less productive than a quarterly approach, since it is more efficient to evaluate three months of data at one time than on three separate occasions. Additionally, it usually takes that long to determine if the results are related to the activities or if there are other factors impacting the results (weather, construction, etc). However, data collection will occur on a monthly basis. Data regarding enforcement and inspections will be collected by the Traffic Unit through our e-citation program (SECTOR) and our collision tracking database (CRASH).

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Additionally, inspections will be logged through our electronic patrol stats data collection system. Data for our public awareness campaign will be tracked manually by our Traffic PIO.

Objective: Targeted Enforcement of Aggressive Drivers to Reduce Collisions

Strategy	Measure	Reporting	Responsible Party
Analyze Collision Data to Determine Cause and Location of Collisions to assist in directing enforcement to be most effective	Number of Hot Spots Identified; Time Between Analysis; Reduction in Collisions between Analysis	Analysis to be Presented to Project Manager in Report format	SPD Crime Analysis Unit (Project Manager)
Commercial Vehicle Inspections	Number of Level I, II, and III inspections completed by Inspector	Quarterly reports generated from logs	SPD Commercial Vehicle Inspectors
Aggressive Driving Enforcement (daily) around Commercial Vehicles	Number of infractions issued, number of CV collisions caused by aggressive driving	Quarterly reports generated from SECTOR and CRASH systems	SPD Commercial Vehicle Inspectors, Project Manager
Monthly Emphasis Patrols Targeting Aggressive Driving	Number of infractions issued, number of collisions caused by aggressive driving in hot spot areas	Quarterly reports generated from SECTOR and CRASH systems	SPD Traffic Unit

We believe that through targeted enforcement of aggressive driving we will be able to reduce collisions between commercial vehicles and passenger vehicles. We will utilize the strategies in the table above to achieve this objective. The measurements will assist in determining the impacts of these enforcement efforts; are we targeting the right areas that have historically high collision rates between commercial vehicles and passenger cars and are we altering driver behavior through enforcement of those aggressive driving behaviors that lead to collisions? We will also measure the impacts of the public awareness campaign discussed on the following page to determine if the campaign along with the enforcement helps us achieve our overall goal of reducing collisions. Through the evaluation process, if we do not start seeing success at reducing

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collisions through these strategies within the first two quarters, we will reevaluate what is working and what is not, and adjust the enforcement as necessary.

Objective: Launch Public Awareness Campaign to Assist in Reducing Collisions

Strategy	Measure	Reporting	Responsible Party
Conduct Stakeholders Meetings(s)	Number of meetings, number of attendees	Attendance Log	Project Manager
Develop and Produce Flyers with Safety Tips	Number of flyers produced	Present Flyer to Stakeholder Group for Approval	SPD PIO
Distribute Flyers	Number of flyers distributed; location or event where flyers distributed	Quarterly TACT media report to Project Manager Detailing Campaign Events	Project Manager; SPD PIO
Develop and Produce PSAs regarding Aggressive Driving	Number of PSAs developed, length of PSAs	Present Flyer to Stakeholder Group for Approval	SPD PIO
Air PSAs	Number of times aired, media outlet where aired, time of day aired	Quarterly TACT media report to Project Manager Detailing Campaign Events	SPD PIO
Develop Social Media Plan to distribute tips	Number of tips developed, plan developed on what platform and how often to distribute	Present Flyer to Stakeholder Group for Approval	Project Manager; SPD PIO
Distribute Tips via Facebook and Twitter	Number of tips distributed via each platform, number of likes or re-tweets	Quarterly TACT media report to Project Manager Detailing Campaign Events	SPD PIO
Develop and Update webpage with driving tips	Number of monthly webpages visits	Quarterly TACT media report to Project Manager Detailing Campaign Events	SPD PIO

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The strategies related to the public awareness campaign are in regards to developing and implementing such a campaign. The measurements to be evaluated quarterly are the number of public awareness events and how that correlates to the enforcement and collision rates. In combination with targeted enforcement, we believe this will reduce collisions. If we are not seeing a reduction in collisions, besides modifications to our enforcement approach, we will also review the public awareness campaign to determine if adjustments made to the various strategies listed (PSAs, website, social media) will assist in reduction.

Organizational Capacity

The two Commercial Vehicle Inspectors of the Spokane Police Department Traffic Unit will be the responsible staff for this project. The two Commercial Vehicle Inspectors have been trained to conduct CVSA inspections by the Washington State Patrol. Their certifications are current, and they use the ASPEN program to conduct their inspections.

The Spokane Police Department manages their own budget, including federal grants, which totals over thirty-five grants since 1994 totaling over 30 million dollars. Furthermore, the Spokane Police Department has coordinated with many partners in the past, including with the Washington State Patrol and Washington Traffic Safety Commission on such projects as Click It or Ticket and X-52 DUI emphasis patrols. These programs involved grant funding and the Spokane Police Department continues to be awarded these grants due to our ability to accomplish stated goals and manage spending and reporting. Additionally, the Spokane Police Department was previously awarded a High Priority Grant from FMCSA and met deliverables for that grant, including a 25% reduction in commercial vehicle collisions. In closing, the Spokane Police Department is experienced in managing grant funding and will be able to

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DOT FMCSA FY13 Motor Carrier Safety Assistance Program High Priority Grant

effectively implement and manage funds for the FY13 Motor Carrier Safety Assistance Program High Priority Grant.

Budget Narrative

The budget for this project is primarily limited to equipment, supplies, and personnel costs. Federal funding will be used for the majority of these purchases; local funds will be used for part of the equipment costs. For equipment, two new Chevy Tahoes are requested. These unmarked SUVs are essential in conducting traffic enforcement. The elevation above the average car allows officers to more easily identify illegal behavior, such as texting and driving, which is a major factor in collisions. Additionally, the unmarked vehicles are more successful in locating offending drivers; drivers have been shown to alter their behavior more permanently after being stopped by a law enforcement officer (as opposed to the temporary adherence to road rules in the presence of a marked patrol vehicle). These Tahoes would be the daily vehicle for the commercial vehicle inspectors. They are a reasonable cost as the current fleet utilized by the commercial vehicle inspectors is rapidly aging and will require more maintenance. This maintenance time removes the vehicles from the field for an average of one to two days. For every day a vehicle is out of service, the inspector is unable to complete as many 20 inspections. Furthermore, as these vehicles continue to age, it is anticipated that these repair times will become lengthier and therefore, there will be a decline in the number of inspections completed and a subsequent increase in collisions. A new fleet will ensure the commercial vehicle officers are able to spend their duty time in the field which will allow them to meet the objective of targeting aggressive drivers around commercial vehicles.

Local funding would be used to outfit these Tahoes with necessary law enforcement equipment such as lights, shields, radios, etc. Furthermore, local funds will be used to outfit

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each vehicle with a rugged laptop used by officers to connect to dispatch and the records management system. This allows the officer to conduct his own name and vehicle checks, as well as issue e-citations. Both the commissioning costs and laptops would be funded in the form of a match from the Spokane Police Department.

Local funds will also be used to develop Public Service Announcements (PSAs) though federal funds will be used to pay for airtime of the PSAs regarding safe driving tips. Additionally, the City of Spokane has their own local access channel where the PSAs will be aired free of charge. Federal funds will also be used for supplies such as flyers with safe driving tips to be distributed through the City of Spokane's utility bills as well as for handouts at Community Events and other public outreach. These flyers will be developed to address aggressive driving as well as safe driving tips around commercial vehicles.

Overtime funding and associate fringe benefits are requested so that traffic officers may conduct the monthly emphasis patrols targeting aggressive drivers. We estimate conducting up to 20 emphasis patrols over the 24-month project period; overtime funds are requested to ensure enough officers will be available to make these emphasis patrols effective. There are only eight traffic officers, including the two commercial vehicle inspectors, assigned to the traffic unit. Overtime will be necessary to ensure staffing is available to complete this project; however, on-duty resources will be utilized as much as possible. A nominal amount of overtime is also requested for Crime Analysis staff to perform the necessary analysis regarding cause and location of collisions. The Crime Analysis Unit is currently under-staffed and only priority assignments are completed in a timely manner. As such, in order to ensure this analysis is completed in a timely manner so the project objectives are met, overtime will be necessary. Please see the line-item budget for a breakdown of all costs associated with this project.



Agenda Sheet for City Council Meeting of:
05/06/2013

Date Rec'd	4/24/2013
Clerk's File #	OPR 2013-0342
Renews #	

Submitting Dept	PLANNING SERVICES	Cross Ref #	
Contact Name/Phone	TERI STRIPES 625-6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650-MULTIPLE FAMILY HOUSING-NORTH GORGE		

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with North Gorge Commercial Partners, LLC for 24 townhome and apartment units located at 1102 West Ide Avenue and 1133 West College Avenue, Parcel Numbers 35183.0094 and 35183.0074.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. (see attached)

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Approvals		Council Notifications	
<u>Dept Head</u>	CHESNEY, SCOTT	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	sdecker@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	mpiccolo@spokanecity.org	
Additional Approvals		jqintrall@spokanecity.org	
<u>Purchasing</u>		schesney@spokanecity.org	
		tstripes@spokanecity.org	
		mhughes@spokanecity.org	
		htrautman@spokanecity.org	

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and North Gorge Commercial Partners, LLC, as "Owner" whose address is 1421 North Meadowwood Lane, Suite 200, Liberty Lake WA 99019.

WITNESSETH:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

A portion of Parcels 2A and 4(1) located in the Southwest Quarter of Section 18, Township 25N., Range 43E., W.M. (see attached for complete legal), Assessor's Parcel Number(s) 35183.0094 and 35183.0074, commonly known as 1102 West Ide Avenue and 1133 West College Avenue.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received.
3. The Owner intends to construct on the site, approximately 24 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.
4. The Owner commits to renting or selling at least twenty percent of the multifamily housing units constructed on the site as housing units affordable for low or moderate-income households as defined by SMC 8.15.090.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any

other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

15. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

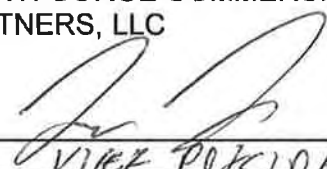
17. This Agreement is subject to the approval by the City Council.

DATED this _____ day of _____, 2013.

CITY OF SPOKANE

NORTH GORGE COMMERCIAL PARTNERS, LLC

By: _____
Mayor, David A. Condon

By: 
Its: VICE PRESIDENT

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ^{EC}~~12~~ day of ^{RC} April, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2013.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

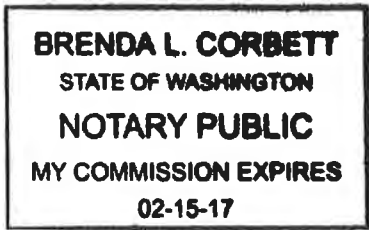
On this 12 day of April, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Joseph M. Frank, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12 day of April, 2013.

Brenda L Corbett

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires 2-15-17



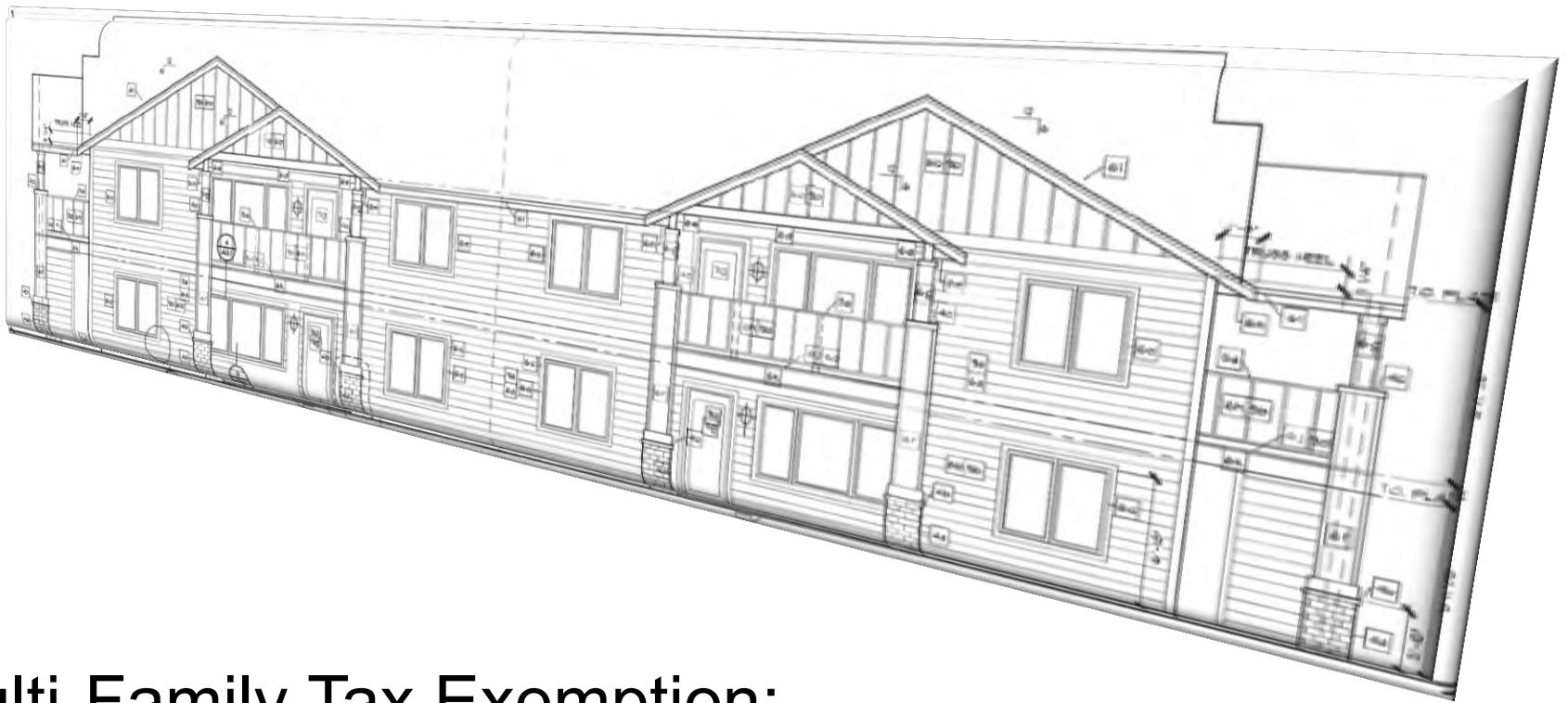
Legal Description
For Lot 3
Kendall Yards 5th Addition

A portion of Parcels 2A and 4(1) as shown on the Record of Survey, recorded in Book 107 of Surveys, Pages 9 through 16, located in the Southwest Quarter of Section 18, Township 25N., Range 43E., W.M. in the City of Spokane, Spokane County, Washington more particularly described as follows:

COMMENCING at the Northwest corner of Parcel 2A thence $S00^{\circ}34'54''E$ along the Easterly Right of Way line of Cedar St. a distance of 510.79 feet to the intersection with the North line of Summit Parkway as shown on the Plat of Kendall Yards 1st Addition, recorded in Book 36 of Plats, Pages 39 through 42; thence following said North line $N89^{\circ}39'06''E$ a distance of 155.28 feet; thence $N89^{\circ}39'15''E$ a distance of 224.69 feet to a point on the North Right of Way line of Ide Ave. said point also being the POINT OF BEGINNING; thence leaving said Right of Way line $N00^{\circ}34'01''W$ a distance of 34.23 feet; thence $N89^{\circ}25'59''E$ a distance of 119.92 feet to the intersection of the Easterly line of Parcel 2A.; thence continuing $N89^{\circ}25'59''E$ a distance of 43.24 feet; thence $S00^{\circ}34'01''E$ a distance of 51.33 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 15.00 feet; thence Southwesterly along said curve through a central angle of $89^{\circ}59'33''$ an arc distance of 23.56 feet; thence $S89^{\circ}25'59''W$ a distance of 148.17; thence $N00^{\circ}34'01''W$ a distance of 32.10 feet to the POINT OF BEGINNING.

Containing 0.25 acres more or less





Multi-Family Tax Exemption:

Conditional Contract Briefing

Teri Stripes

City of Spokane

Planning & Development Services Department

tstripes@spokanecity.org

509.625.6597



Conditional Contract

North Gorge Commercial Partners, LLC (AKA
Greenstone) – Highline Lofts

OPR 2013-0342

Highline Lofts— Project Plans

MFTE target area: Kendall Yards

Affordable 12yr project 50% at or below 50%
of AMI

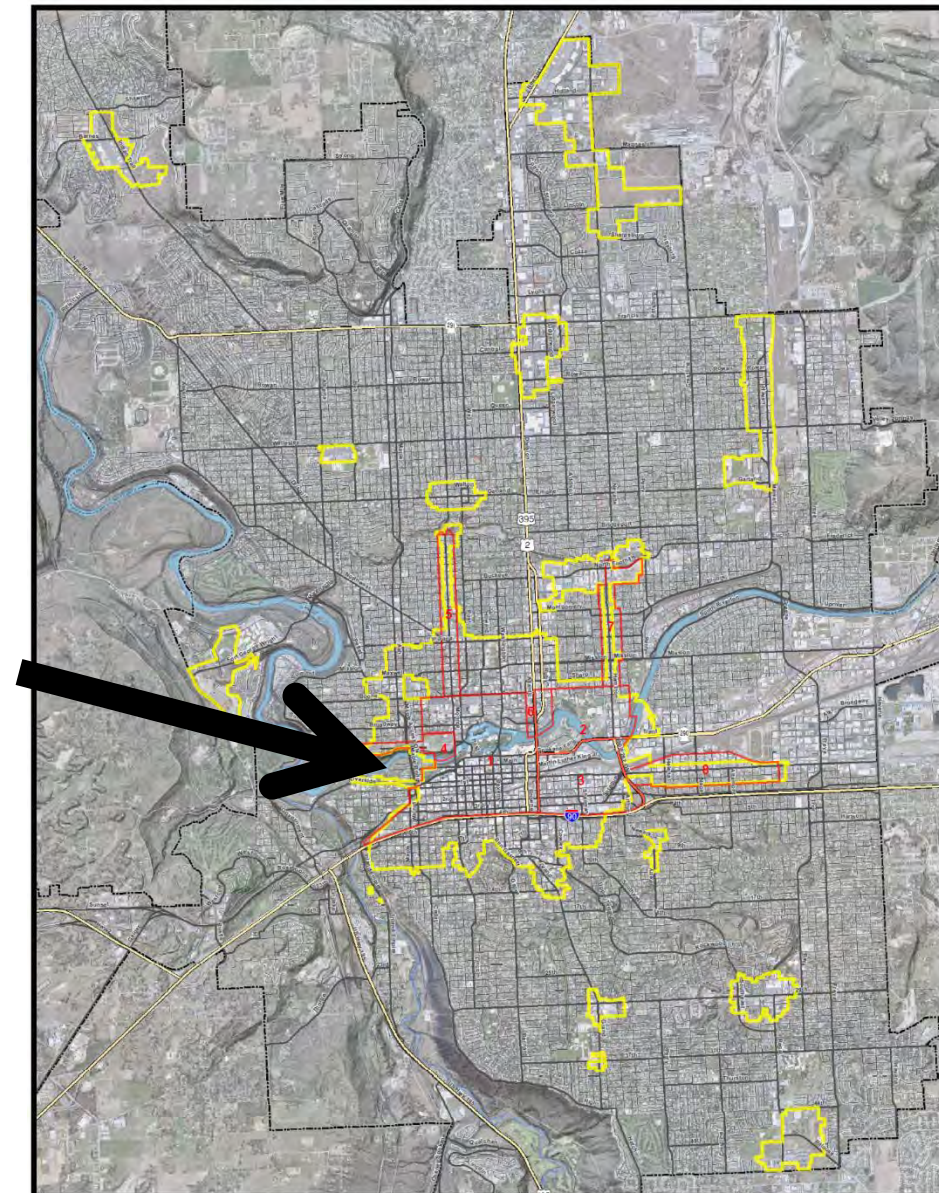
Qualifying parcels: 35183.0094 &
35183.0074

Units: 24 Mixed-use (2 levels of housing
over retail spaces)

Average Sq Ft: 700 sq ft

MFTE target areas

Kendall Yards MFTE
Residential Target
Area



City of Spokane
**Multi-Family Tax
Exemption (MFTE)
Current vs.
Proposed**

DATE: August, 2012
USER: Planning and Development

Legend

- 1- Downtown
 - 2- University District
 - 3- South University District
 - 4- Kendall Yards
 - 5- Monroe Corridor
 - 6- Lower Division Corridor
 - 7- Hamilton/Neveda Corridor
 - 8- East Sprague
- Existing MFTE Area



Digital Orthophoto Data Base © 2012 AVISTA Online
All Rights Reserved
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.

Parcel Map

iGIS GIS Internal Map (v. 2.0) Current Tool: Identify Active Layer: Parcel

Layers Search Buffer Results Export

Map Layers

- Layers
- Points of Interest
- Boundaries
- Utilities
- Streets
- Environment
- Property
- Economic
 - Historic Property
 - Historic District
 - Multi-Family Tax Exemption
 - Community Empowerment Zone
 - Neighborhood Business Center
 - Targeted Area Development
 - Tax Increment Financing Area
 - University District
- Planning
- Topography

Identify Results

Highlight | Remove Highlight

35183.0094 (Parcel)

35183.0094 (Parcel)

3 (Multi-Family Tax Exemption)

Owner Name	NORTH GORGE COMMERCIAL P.
Property Use	Vacant Land
Tax Year	2013
Site Address	1133 W College Ave
Site City	SPOKANE
Assessor Landuse	CO11
Vacant	Y
Assessor Acreage	5.02
Assessed Value	\$1,803,110.00
Taxable Value	\$1,803,110.00
Land Value	\$1,803,110.00
Improvement Value	\$0.00
Segregation Number	19961699
Exemption Code	Null
Zoning	CB-150
Zoning Overlay	N River
In Airfield Zone	No
Landuse	Commercial
Urban Growth Area	City

Results - Parcel

New Selection Add Selection | Export

Report	Parcel Number	Owner Name	Property Use	Tax Year	Site Address
Show	35183.0094	NORTH GORGE COMMERCIAL PARTNERS LLC	Vacant Land	2013	1133 W College Ave
Show	35183.0074	NORTH GORGE COMMERCIAL PARTNERS LLC	Vacant Land	2013	1102 W Ide Ave

Scale: 200m / 300ft

Local intranet | Protected Mode: Off | 100%

Questions?

Teri Stripes

Planning & Development Services Department

tstripes@spokanecity.org

509.625.6597



Agenda Sheet for City Council Meeting of:
05/06/2013

Date Rec'd	4/24/2013
Clerk's File #	OPR 2013-0343
Renews #	

Submitting Dept	SPOKANE REGIONAL SOLID WASTE	Cross Ref #	
Contact Name/Phone	KEN GIMPEL 625-6532	Project #	
Contact E-Mail	KGIMPEL@SPOKANECITY.ORG	Bid #	RFP 3921-13
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4490 CONTRACT WITH PACIFIC HIDE AND FUR DEPOT, INC.		

Agenda Wording

Contract with Pacific Hide and Fur Depot, Inc. (D.B.A. Pacific Steel and Recycling, Spokane, WA) to process and market recyclable scrap metals collected at Waste to Energy Facility, transfer stations, and recycling centers. \$119,224.75 (est)revenue

Summary (Background)

The contract includes white goods, ferrous metals, and non-ferrous metals. The contract is for one year, six-months and 16 days with the option for two, one-year extensions. Total contract period not to exceed three years, six-months and 16 days. Contract term is May 1, 2013 to November 16, 2014. Pacific Hide and Fur Depot, Inc. was the only respondent. Their proposal was complete and exceeded the minimum qualifications. Pacific Hide and Fur Depot, Inc. holds the current contract.

Fiscal Impact	Budget Account
Revenue \$ 119,224.75 (est)	# 4490-44110-37079-36911
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	GIMPEL, KEN	Study Session	Public Wks. Cmte
Division Director	ROMERO, RICK	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	ttauscher@spokanecity.org	
For the Mayor	SANDERS, THERESA	cmarchand@spokanecity.org	
Additional Approvals		stresko@spokanecity.org	
Purchasing	WAHL, CONNIE	doug_stewart@pacific-recycling.com	

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and PACIFIC HIDE AND FUR DEPOT, INC., dba PACIFIC STEEL AND RECYCLING, whose address is 1114 North Ralph Street, P.O. Box 3324 Terminal Annex, Spokane, Washington 99220, as "Contractor."

The parties agree as follows:

1. PERFORMANCE. The Contractor shall provide the City with the following services described as PROCESSING AND MARKETING OF SCRAP METALS, to include:

A. General Scope of Services.

- 1) The Contractor will buy or accept, process, and market as recyclables all Materials Collected delivered to the Contractor's plant by City drivers.
- 2) The Contractor will design and operate a processing system for all of the Materials Collected. The design and operation of the processing system is subject to the approval by the City.
- 3) The Contractor will develop marketing arrangements for all of the Materials Collected. All Material Collected must either be recycled by the Contractor, or processed and sold to a buyer where it will ultimately be recycled. If the Contractor receives revenue for a delivered material that is not on the Materials Collected list, the Contractor will notify the Recycling Coordinator and negotiate a revenue share with the City.
- 4) The program may be expanded to collect other materials at a later date.

B. Materials to be collected are:

- 1) Mixed White Goods – refrigerators, freezers, air conditioners, stoves, dishwashers, water heaters, washers, dryers, and other appliances and bulk metal items separated from disposable material on the tipping floors at the North Transfer Station and the Valley Transfer Station. Refrigerant and motors from freezers, refrigerators, air conditioners and other refrigerant-containing goods are removed by the City prior to delivery.
- 2) Ferrous metals – steel, stainless, iron and cast iron scrap, and other ferrous-based metals collected from the Recycling Centers at Valley Transfer Station, North County Transfer Station, and the Waste-to-Energy

Recycling area.

- 3) Non-ferrous metals – brass, copper, lead, and aluminum scrap, and all other non-ferrous based metals collected from the Recycling Centers at Valley Transfer Station, North County Transfer Station, and the Waste-to-Energy Recycling area.
- 4) All non-recyclable residue shall be disposed at Spokane Regional Solid Waste facilities. The Contractor is responsible for payment of the tipping fees.

2. DOCUMENTS. This contract, the request for qualifications and proposals, and the Contractor's proposal constitute the contract documents. In the event of conflict, the documents control in the order listed above.

3. CONTRACT TERM. The contract shall begin on or about May 1, 2013, and run through November 16, 2014, unless terminated earlier. The contract may be renewed by mutual written agreement of both parties for three (3) additional one (1) year terms.

4. ADMINISTRATION.

- A. This contract will be administered by the Spokane Regional Solid Waste System. The Recycling Coordinator will be the Contractor's contact with City officials.
- B. The Contractor will designate a contract representative who will be available during normal City business hours to handle any problems or complaints associated with the implementation of this contract which are communicated by the designated City representative.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

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

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

8. LIABILITY. The Contractor shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Contractor's negligence or breach of its obligations under the contract. The Contractor's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Contractor's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Contractor, its officers and employees shall apply only to the extent of the negligence of the Contractor,

its officers and employees. The Contractor's duty to indemnify shall survive termination or expiration of the contract. The Contractor waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

9. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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..

10. INSURANCE. During the term of the contract, the Contractor shall maintain in force at its own expense, the following insurance:

- A. Workers' 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 or Stop Gap Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis. with a combined single limit, of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers, employees and agents are additional insureds but only with respect to the Contractor's services to be provided under the contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles.
- D. Pollution Legal Liability Insurance with a minimum coverage for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Pollution Liability covers sums the Operator is legally obligated to pay as a result of emission, discharge, release, or escape of any contaminants, irritants, or pollutants in or on land, the atmosphere, or any water course or body of water, provided this results in environmental damage.

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

11. **DELIVERY.** Materials will be delivered by the City to the Contractor's facility from roll-off containers. Materials will be delivered in 20 to 40 cubic yard roll-off containers which dump to the rear. The 40-yard containers require 19'9" vertical clearance to dump. A computerized truck scale or an approved substitute is required (mechanical style not acceptable). The City will require good truck access and quick turnaround time. The City requires minimum access hours of 7:00 AM to 5:00 PM, Monday through Friday, and 7:00 a.m. to 11:00 a.m. Saturdays. The Contractor will allow access on other days and hours, as able, on a case by case basis.

12. **REVENUES.** The Contractor shall pay the City for the materials delivered in accordance with the following chart. The Market Value Indices and Revenue/Cost Share based on June 29, 2012 market values are:

Material Collected	Tons	Publication	Index	Market Commodity	Revenue Share (%)	Revenue (\$)
Ferrous scrap metals	50	American Metal Market	AMM Scrap Iron and Steel Prices / Consumer Buying Prices	Seattle/Portland No. 1 Heavy Melt	87.70	\$5872.50
Non-ferrous scrap metals	2	American Metal Market	AMM Nonferrous Scrap Prices / Aluminum	L.A. Old Aluminum, Sheet and cast High Side	63.33	\$1520.00
White Goods	22	American Metal Market	AMM Scrap Iron and Steel Prices / Consumer Buying Prices	Seattle/Portland No. 2 bundles	71.23	\$1678.82

12. **PAYMENTS AND RECORDS.**

- A. The Contractor will keep accurate records of incoming materials and submit monthly reports to the Spokane Regional Solid Waste System.
- B. The Contractor will provide a weight slip to the driver for each total load at the time of delivery. The weight slip will account for the type and quantity of materials collected as well as the type and quantity of any material in the delivered load other than the materials collected. Weight slips for each delivery will be retained by the Contractor and submitted with the monthly report. Alternatively, the Contractor may scan and submit weights slips electronically to City at the end of each delivery day.
- C. The Contractor shall issue a check payable to the City of Spokane – Spokane Regional Solid Waste System (or invoice if the net balance is negative) by the fifteenth (15th) of the following month for the materials delivered by the City based on tons delivered. With each monthly report, the Contractor shall include

a tabulation of the quantity by weight of each material received, index price on which payment is based, and a copy of the page or webpage where the index was published. Nonpayment of moneys owed may result in immediate cancellation of the contract.

13. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Firm 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.

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

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest: _____

City Clerk

Approved as to form:



Assistant City Attorney

Dated: _____

PACIFIC HIDE AND FUR DEPOT, INC.,
D/B/A PACIFIC STEEL AND RECYCLING

E-Mail address, if available: _____

By: _____

Title: _____

13-110



Agenda Sheet for City Council Meeting of:

05/06/2013

Date Rec'd	4/24/2013
Clerk's File #	RES 2013-0031
Renews #	
Cross Ref #	OPR 2003-0658
Project #	
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	MIKE WERNER 625-6286
Contact E-Mail	MWERNER@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0370-RESOLUTION - CORE PROPERTY

Agenda Wording

Resolution regarding an agreement to use, occupy, expand and reconfigure public property, known as the "Core Property", in order to complete the Convention Center Expansion.

Summary (Background)

In 2003, the City and Public Facilities District entered into an Interlocal Agreement that provided for the development, conveyance and lease of the Convention Center and Opera House. The Interlocal Agreement directs that the District shall have authority to develop a "Project" which was first the CC Expansion and is now the CC Completion Project. As set forth in the Resolution, the CORE property is first needed for construction staging and then will be expanded and redeveloped.

Fiscal Impact

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

Budget Account

#
#
#
#

Approvals

Dept Head	TAYLOR, MIKE
Division Director	QUINTRALL, JAN
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	
Distribution List	
	sdecker@spokanecity.org
	dstele@spokanecity.org
Additional Approvals	jrichman@spokanecity.org
Purchasing	htrautman@spokanecity.org
	sms@witherspoonkelly.com

**CITY OF SPOKANE
RESOLUTION NO. 2013-0031**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPOKANE, WASHINGTON, REGARDING AN AGREEMENT TO USE, OCCUPY, EXPAND AND RECONFIGURE PUBLIC PROPERTY OWNED BY THE CITY OF SPOKANE, KNOWN AS THE "CORE PROPERTY", IN ORDER TO COMPLETE THE CONVENTION CENTER EXPANSION UNDER MEASURE 1 APPROVED BY THE VOTERS ON APRIL 15, 2012 AND PROVIDE FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Spokane is a first class charter city duly organized and existing under and by the Constitution and laws of the State of Washington ("**City**");

WHEREAS, the Spokane Public Facilities District is a municipal corporation duly organized and existing under and by virtue of the laws of the State, particularly chapter 36.100 RCW ("**District**");

WHEREAS, the District is authorized to acquire by lease, purchase or sale real property and to acquire, construct, own, remodel, maintain, equip, reequip, repair and operate sports facilities, entertainment facilities, convention facilities or regional centers as defined in RCW 35.57.020, together with contiguous parking facilities;

WHEREAS, on August 20, 2003, the City and the District entered into an Interlocal Cooperation Agreement ("**Interlocal Agreement**"), which provided for the expansion, maintenance and operation of the Spokane Convention Center and related parking facilities to include a Property Transfer Agreement, which provided for the transfer of two-thirds of the personal property associated with the Spokane Convention Center, the Spokane Opera House, and the Washington State International Agricultural Trade Center plus a Lease Agreement for the purpose of leasing the associated parcels of real property and the remaining one-third of the improvements owned by the City of Spokane;

WHEREAS, subsequent to the above, the parties executed: (1) the Second Amended Interlocal Cooperation Agreement on December 11, 2007 ("**Second Amendment**") and (2) the Third Amendment to the Interlocal Cooperation Agreement on June 16, 2009 ("**Third Amendment**").

WHEREAS, pursuant to the above, the District operates the Spokane Convention Center, which includes a 100,000 square foot exhibit hall, 164,000 square feet of meeting space for convention and trade shows, community events, sporting events, meetings and banquets and a 270 seat theater (the "**Convention Center**");

WHEREAS, on April 17, 2012, the qualified electors of the District approved the proposal set forth in District Resolution 11-04A to extend and reauthorize the District's existing sales/use tax and hotel/motel tax for an additional ten (10) years beyond September 1, 2033, in order to construct the "Staying Competitive, Creating Jobs Projects" which are described at <http://www.spokanepfd.org/completion/> ("**Measure 1**"). More specifically, Measure One provides for improvements to the Spokane Convention Center and Spokane Veteran's Memorial Arena (the "**Convention Center Completion Project**") and will

- (1) Provide more exhibit space and better located meeting rooms;
- (2) Provide improved access to the Spokane River and Centennial Trail in the vicinity of the Spokane Convention Center;
- (3) Restore the Spokane River shoreline adjacent to the Spokane Convention Center;
- (4) Ensure that the Spokane Convention Center continues to be a regional economic driver; and
- (5) Provide seating upgrades to the Spokane Veteran's Memorial Arena, including the addition of 750 seats.

WHEREAS, on October 1, 2012, the City and the District entered into the Fourth Amendment to Interlocal Cooperation Agreement Between the City of Spokane and Spokane Public Facilities District which relates to the Convention Center Completion Project ("**Fourth Amendment**");

WHEREAS, the restoration and improvement of the Spokane River shoreline in the vicinity of the Convention Center includes the CORE Property identified in Attachment A;

WHEREAS, the CORE Property was obtained by the City as part of the settlement reached in the case of *CORE v. City of Spokane and WSDOE*, SHB No. 87-14, which included purchase of property and placing the following dedication and restrictive covenant on the property

SAID LAND is hereby dedicated to the general public for public use in a park-like setting with public access. SEACAB or the City Council shall not allow the use of any part of this land by sale, lease, rent, permit, license, or other assignment for permanent commercial purposes nor any purpose inconsistent with this dedication without the prior approval of the City voters given by a majority vote in a regular municipal election. Permanent commercial purposes shall not include activities operated directly by the City of Spokane or SEACAB for a fee, nor any activity not having a fixed location, nor shall it include any activities approved by SEACAB not to exceed thirty days and renewable for periods not exceeding thirty days.

Hereafter the "**Dedication and Restrictive Covenant**". (See Attachment A - Resolution 87-76. Note, SEACAB was an advisory body to the City of Spokane Entertainment Division, which is no longer in existence, and has been superseded by the Spokane Public Facilities District as the owner and operator of the Convention Center);

WHEREAS, the District has received approval from Jody Pinto, artist, to decommission the "East West Arbor," which is located on the CORE Property;

WHEREAS, the District contacted one of the members of CORE to discuss the contents of this Resolution, with no objection to the matters set forth herein;

WHEREAS, to develop and construct the Convention Center Completion Project, the District desires to allow its contractor, agents and assigns to temporarily occupy the CORE Property for construction staging activities and thereafter will improve the CORE Property plus other adjacent land with the understanding that the Dedication and Restrictive Covenant will govern the expanded CORE Property; and

WHEREAS, the District will obtain all necessary permits for the construction, replacement and renovation of the CORE Property to include necessary design approvals from the City as a condition of proceeding with the use and development of the expanded CORE Property;

NOW, THEREFOR, IT IS HEREBY RESOLVED by the City Council of the City of Spokane, Washington, as follows:

1. The City consents to the District's temporary use of the CORE Property for the purposes set forth in this Resolution.
2. Following the District's construction activities the expanded CORE Property shall be: (a) developed for general public use in a park-like setting; (b) subject to the Dedication and Restrictive Covenant which shall be modified to replace the term "SEACAB" with the word "District"; and (c) recorded with the Spokane County Auditor.
3. To the extent that the CORE Property is not contained within the Property Transfer Agreement or Lease Agreement, the Mayor is authorized to amend said agreements with the understanding that the District shall assume the use, operation and maintenance responsibilities of the expanded CORE Property in a matter consistent with the Dedication and Restrictive Covenant.
4. The Mayor and designee(s) is authorized to take all action necessary to implement the intent and purposes of this Resolution to include executing permits, licenses or other documents.
5. This Resolution is effective on the date of adoption.

Adopted this _____ day of _____, 2013.

City of Spokane

City Clerk, Terri Pfister

Approved as to Form:

Assistant City Attorney, James Richman

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made effective the 20th day of August, 2003, by and between the SPOKANE PUBLIC FACILITIES DISTRICT, a municipal corporation ("District"), and the CITY OF SPOKANE, WASHINGTON, a first-class charter city (the "City"), hereinafter collectively referred to as the "Parties."

RECITALS

- A. The City owns the Spokane Convention Center, the Spokane Opera House, the Washington State International Agricultural Trade Center, and associated parking facilities ("Existing Center Facilities").
- B. Convention and tourism business in the Spokane area is one of the region's largest industries.
- C. There is a general consensus that the Existing Center Facilities are in need of renovations and expansion in order to preserve and enhance the region's role in the convention and tourism industry.
- D. Washington's legislature authorized the creation of public facilities districts in Chapter 36.100 RCW to carry out certain objectives of local municipalities, including acquisition, construction, ownership, remodeling, maintenance, repair and operation of convention facilities, together with contiguous parking facilities, and further equipped such public facilities districts with the financial resources to carry out such objectives, including approximately \$30 million in today's dollars provided by RCW 82.14.390, which is available only to public facilities districts.
- E. Consistent with the legislature's authorization, the City and County of Spokane created the District to carry out certain objectives of the City, the County, and their citizenry, including acquisition, construction, operation, and public access and use of certain public facilities, including construction and operation of Spokane Veterans Memorial Arena ("Arena").
- F. In order to achieve the region's goal of renovating and expanding the Existing Center Facilities, and in order to take advantage of certain financial resources available only to public facilities districts, the City and County of Spokane have endorsed expansion of the District's authority, to include operation and expansion of the Existing Center Facilities. City of Spokane Resolution 01-095; County of Spokane Resolution 1 1213.
- G. RCW 36.100.040 provides that a public facilities district may submit an authorizing proposition to the voters of the district to impose an excise tax on the sale of or charge made for the furnishing of lodging by a hotel, rooming house, tourist court, motel or trailer camp, and the granting of any similar license to use real property on premises having more than 40 lodging units; the proceeds of which tax shall be used for the acquisition, design, construction, remodeling, maintenance, equipping, re-equipping, repairing, and operation of its public facilities.

- H. RCW 82.14.048 provides that a public facilities district may submit an authorizing proposition to the voters of the district to impose a sales and use tax at a rate not to exceed 2/10 of 1% of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax, the proceeds of which tax shall be used for the financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, and re-equipping of its public facilities.
- I. The District has submitted proposals to its qualified electors, and on May 21, 2002, the qualified electors approved proposals to expand the powers of the District and extend the District's existing sales and use tax and existing hotel/motel tax to enable the District to acquire and operate the Existing Center Facilities and to expand the Spokane Convention Center.
- J. Chapter 39.34 RCW authorizes the District and the City to enter into agreements for joint or cooperative action to exercise any power or powers, privileges, or authority exercised or capable of exercise by either the District or the City.
- K. Chapter 35.59 RCW authorizes the City, either individually or jointly with any other municipality such as the District, to acquire and to construct, install, add to, improve, replace, repair, maintain, operate and regulate the use of multi-purpose community centers located within the City, and to pay for any investigations and any engineering, planning, financial, legal and professional services incident to the development and operation of such multi-purposes community centers, and further authorizes the City to appropriate and/or expend any public moneys available for carrying out such purposes.
- L. Chapter 67.28 RCW authorizes the City to convey or lease any lands, properties or facilities to any other municipality for the development by such other municipality of tourism-related facilities, or to participate in the financing of all or any part of the public facilities on such terms as may be fixed by agreement between the respective legislative bodies.
- M. The District and the City desire to enter into this Agreement to provide for the District's acquisition and operation of the Existing Center Facilities by the District, and the expansion and improvement of the Spokane Convention Center.
- N. While a final determination has not been made regarding the site development strategy for the expanded and upgraded Spokane Convention Center and related parking facilities, two principle options remain under consideration, both of which retain the campus-oriented environment, and call for a convention center with approximately 100,000 square feet of exhibit space, 30,000 square feet of ballroom space, and 37,500 square feet of meeting space, together with adequate contiguous parking facilities consisting of approximately 800 parking spaces.
- O. The Project also calls for capital improvements to the Spokane Convention Center, the Spokane Opera House, and the Washington State International Agricultural Trade Center, to augment overall facility quality, as well as enhance circulation.

7/11/03

- P. The District has determined that the amount necessary to undertake and accomplish the Project, including expenses incidental thereto, will be approximately \$76,000,000.00.
- Q. The District has approved the issuance and sale of its Sale/Use Tax and Hotel/Motel Tax Bonds, 2003, to be issued in one or more series, in the aggregate principal amount of approximately \$70,000,000.00 to finance a portion of the costs of undertaking and accomplishing the Project, and the District plans to raise such additional funds as reasonably may be needed for the Project.
- R. The Parties acknowledge and agree that the Existing Center Facilities are encumbered with certain debt and in need of major capital renovations, and by this Agreement, intend to provide adequate sources of revenue to retire the existing indebtedness and fund the needed renovations.
- S. Simultaneous with the approval of this Agreement, the Parties have also approved a Property Transfer Agreement and Lease, the terms of which are incorporated into this Agreement ("Transaction").
- T. The Transaction will establish a concentrated management structure for the region's convention and entertainment facilities, thereby allowing for potential increases in operating efficiencies and economies of scale.
- U. The District and the City each hereby find and determine that this Agreement is mutually fair and advantageous to the District and the City.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants contained herein, the Parties agree as follows:

1. **DEFINITIONS.** As used in this Agreement, the following terms have the meanings provided in this Section:

1.1 **Additional Center Property** means any real property, other than Existing Center Property, acquired by the District or the City for the purpose of completing the Project.

1.2 **Adjusted Cap** is defined in Section 7.7.5 below.

1.3 **Agreement** means this Interlocal Cooperation Agreement.

1.4 **Appraised Value** means the appraised value of a parcel of real property, as determined by the Appraiser.

1.5 **Appraiser** means an independent appraiser retained by the City and/or District to provide property acquisition, appraisal, and evaluation services from time-to-time as necessary prior to completion of the Project. All services provided by the Appraiser shall require prior approval by the District as to the scope of such services and the fees to be charged.

1.6 Acquisition Costs shall mean any and all costs pertaining to efforts to acquire, and acquisition of, Additional Center Property, whether or not such costs arise out of the activities of the City and/or its officers, agents, and/or employees. Without limiting the generality of the foregoing, such costs may include: (a) amounts payable as an option and/or purchase price to the seller(s) of Additional Center Property, including attorneys fees and costs, if any, which are either due or payable as part of any settlement relating to voluntary acquisition of Additional Center Property; (b) amounts awarded by a court/jury to the owner(s) of Additional Center Property as just compensation following trial, including any attorneys fees and costs awarded by the court to the owner(s) and/or their attorneys; (c) amounts paid to the owner(s) of Additional Center Property and/or their attorneys as attorneys fees and costs upon discontinuance and/or abandonment of efforts to acquire Additional Center Property by eminent domain; (d) any relocation assistance paid to such owner(s) or seller(s), whether or not required under Chapter 8.26 RCW; (e) costs of necessary appraisals and title insurance to acquire Additional Center Property; (f) environmental compliance services, demolition, and site preparation costs; (g) amounts payable as a result of any claim against the City that a property owner suffered damages or that such owner's property was inversely condemned as a result of any pre-condemnation activities occurring after the City Council's adoption of Resolution 01-095 on October 8, 2001; and (h) legal and other professional costs and fees incurred by the City to acquire Additional Center Property as provided in Section 6.2.7 below.

1.7 Arena means that sports and entertainment facility owned by the District, together with associated parking facilities, located at 720 W. Mallon Avenue, Spokane, Washington, and known as the Spokane Veterans Memorial Arena.

1.8 Arena Admissions Tax means that certain tax levied by the City pursuant to RCW 35.21.280 and City Ordinance Nos. C25958 and C32337, and collected from persons who pay an admission charge to the Arena.

1.9 Authority means any government, authority, department, commission, court, arbitrator, board, bureau, agency, unit, or instrumentality having jurisdiction over the City or the District. The term "Authority" includes the United States of America, the State, the County, and the City.

1.10 Center Admissions Tax means that certain tax levied by the City pursuant to RCW 35.21.280 and City of Spokane Ordinances C25958 and C32337, and collected from persons who pay an admission charge to the Spokane Center.

1.11 Center Operating Expenses means, except as expressly set forth in this Section, all expenses incurred by the District as a result of its operation of the Existing Center Facilities and/or Spokane Center including costs of labor, administration and management, operating supplies, tools, repairs, regular cleaning, and maintenance, promotions, advertising and marketing, insurance, utilities, information and communication systems, and advertising and sponsorship and costs of providing concessions, catering, parking, and merchandise, accounted for in accordance with Generally Accepted Accounting Principles. The term "Center Operating Expenses," however, shall not include debt service on the District Bonds or any other bonds sold or intra-District inter-fund loans made by the District to finance the Project, any sums paid

by the District to the CVB, any expenses incurred by the District solely as a result of its operation of the Arena, consistent with Generally Accepted Accounting Principles, or any sums payable by the District to the County of Spokane or the City of Spokane Valley under the Interlocal Agreement For the Development of Regional Center Projects.

1.12 **Center Operating Loss** means, with regard to any given calendar year, the amount (if any) by which Center Operating Expenses exceed Center Operating Revenues.

1.13 **Center Operating Profit** means, with regard to any given calendar year, the amount (if any) by which Center Operating Revenues exceed Center Operating Expenses.

1.14 **Center Operating Revenue** means, except as expressly set forth in this Section, the entire amount payable to, or received by, the District, accounted for in accordance with Generally Accepted Accounting Principles, as a result of the District's use and operation of the Spokane Center, or any part thereof or any use thereof by any of the District's agents or employees, or by any other person, firm, assignee, sublessee, concessionaire, licensee or corporation, and shall include, without limitation, sales and charges for cash or credit, and deliveries of goods and services directly to customers from or through the Spokane Center. Amounts representing accounts payable deemed to be uncollectible in accordance with Generally Accepted Accounting Principles may be deducted from Center Operating Revenues in the period in which such determination is made. The term "Center Operating Revenue" shall include, without limiting the generality of the foregoing: rent; the District's actual receipts from concessions, catering, parking, and merchandise sales; box office fees; special events income; technical services charges; advertising and sponsorship income; Arena Admissions Taxes; and Center Admission Taxes. The term "Center Operating Revenue" shall not include any Lodging Tax Revenues received from the City, sales or use taxes or hotel/motel taxes received by the District, or any other revenues received by the District (other than Arena Admission Taxes) for goods or services unrelated to the District's use and operation of the Spokane Center.

1.15 **City** means the City of Spokane, Washington, a first-class charter city duly organized and existing under and by virtue of the Constitution and laws of the State and the Charter of the City.

1.16 **City Council** means the City Council of the City of Spokane, Washington.

1.17 **City's Existing Debt Service Obligations** means the City's existing bond debt and repayment schedule attributable to expenditures made for tourism related facilities consistent with Chapter 67.28 RCW - *i.e.*, the Existing Center Facilities, as set forth in the Debt Retirement Schedule, Attachment 1.17 hereto.

1.18 **City Operating Payment** is defined in Section 7.7.4 below.

1.19 **Closing** means the closing of the transactions contemplated in this Agreement.

1.20 **Closing Date** means the date of Closing, which shall in no event be later than September 1, 2003, unless extended by the mutual written consent of the City and the District.

1.21 **Contract** means all oral or written contracts, licenses, and other agreements to which the City is a party, which relate to the Property (as defined in the Property Transfer Agreement).

1.22 **County** means Spokane County, Washington, a Class A county duly organized and existing under and by virtue of the constitution and the laws of the State.

1.23 **CVB** means the Spokane Regional Convention and Visitors Bureau, a Washington non-profit corporation.

1.24 **District** means the Spokane Public Facilities District, a municipal corporation organized pursuant to Chapter 36.100 RCW, and an independent taxing authority within Article VII, Section 1 of the Constitution of the State, and a taxing district within the meaning of Article VII, Section 2 of the Constitution of the State.

1.25 **District Bonds** shall have the meaning given such term in the Interlocal Agreement for Development of Regional Center Projects.

1.26 **District Operating Payment** is defined in Section 7.7.6 below.

1.27 **Effective Date** means _____, 2003.

1.28 **Estimated Incremental Sales Tax Increase** means the following: The City's share of annual general sales tax revenues for a given year which are attributable to the District's operation of Spokane Center minus (-) City's share of 2003 general sales tax revenues attributable to operation of the Spokane Center equals (=) Estimated Incremental Sales Tax Increase, as calculated by the method set forth on Attachment 1.28, which method the parties agree represents a reasonable means of calculating the increase in sales taxes payable to the City which is attributable to the Project. The City and the District acknowledge that the actual increase in sales taxes attributable to the Project may be more or less than the Estimated Incremental Sales Tax Increase.

1.29 **Existing Center Property** shall have the meaning given such term in the Property Transfer Agreement.

1.30 **Existing Center Facilities** shall have the meaning given such term in the Property Transfer Agreement.

1.31 **Interlocal Agreement for Development of Regional Center Projects** means the Interlocal Agreement described in Section 5 below.

1.32 **Legal Proceeding** means an action, suit, proceeding, hearing, or investigation before any Authority.

1.33 Lodging Tax Advisory Committee means that certain lodging tax advisory committee established by the City under City Ordinance No. C-32534, consistent with the provisions of RCW 67.28.1817.

1.34 Lodging Tax Revenues means that certain tax imposed by the City pursuant to RCW 67.28.181 and City of Spokane Ordinance number C24847 on the sale or charges for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW.

1.35 Permits means all licenses, permits, approvals, waivers, and consents applicable to the Property, issued by any Authority.

1.36 Project means the expansion of the Spokane Convention Center, including, without limitation, associated parking facilities, generally as follows: While a final determination has not been made regarding the site development strategy for the expanded and upgraded Spokane Convention Center and related parking facilities, two principle options remain under consideration, both of which retain the campus-oriented environment, and call for a convention center having at least 100,000 square feet of exhibit space, 30,000 square feet of ballroom space, and 37,500 square feet of meeting space, together with adequate contiguous parking facilities consisting of approximately 800 parking spaces (the "Project"). Attachment 1.36 is provided for illustrative purposes relative to the expanded exhibit hall and contemplated parking facilities. The Project also calls for capital improvements to the Spokane Convention Center, the Spokane Opera House, and the Washington State International Agricultural Trade Center, to augment overall facility quality, as well as enhance circulation.

1.37 Property Transfer Agreement means the Property Transfer Agreement described in Section 4 below.

1.38 Spokane Center means the Existing Center Facilities, as improved and expanded as part of the Project, including, without limitation, the improvements and expansion to be situated on Additional Center Property.

1.39 State means the State of Washington.

1.40 Title Company means First American Title Insurance Company of Spokane.

1.41 Title Policy means an ALTA Extended policy of title insurance, insuring title to a parcel of real property in an amount not less than its Appraised Value.

1.42 Title Report means a preliminary commitment for a Title Policy, issued by the Title Company.

2. PURPOSES. The purposes of this Agreement are to set forth certain agreements between the City and the District relating to (a) the financing and control of the Project, (b) the District's acquisition of the Existing Center Facilities, and (c) the operation and maintenance of the Existing Center Facilities and the Arena.

3. **TERMINATION OF ARENA OPERATING AGREEMENT.** Contemporaneously with the execution of this Agreement, the City and the District shall execute a Memorandum of Understanding, in the form attached as Attachment 3, providing for the termination of the City's operation of the Arena.

4. **TRANSFER OF EXISTING CENTER FACILITIES.** Contemporaneously with the execution of this Agreement, the City and the District shall execute a Property Transfer Agreement, in the form attached as Attachment 4, the terms of which are hereby incorporated.

5. **INTERLOCAL AGREEMENT FOR DEVELOPMENT OF REGIONAL CENTER PROJECTS.** Contemporaneously with the execution of this Agreement, the District, the County, and the City of Spokane Valley shall execute the Interlocal Agreement for Development of Regional Center Projects in substantial form and content as set forth in Attachment 5 hereto.

6. **THE PROJECT**

6.1 **Acquisition of Additional Center Property.**

6.1.1 **Identification and Acquisition.** The City shall cooperate with the District and its consulting architects to identify appropriate parcels of real property as potential Additional Center Property, and thereafter shall cooperate with the District in acquiring such Additional Center Property consistent with the terms of this Agreement and shall lease the same to the District consistent with the terms of the Property Transfer Agreement and Ground Lease.

6.1.2 **Title Insurance.** Subject to the District's prior consent, the City shall obtain Title Reports from the Title Company for all parcel(s) identified as potential Additional Center Property.

6.2 **Appraisals.** At the District's request, the City will direct the Appraiser to appraise the fair market value of all parcel(s) identified as potential Additional Center Property.

6.2.1 **Review Appraisal.** The Parties shall cooperate to establish an appraisal review process consistent with the provisions of RCW 8.26.180 and WAC 468-100-103, to ensure that the appraisals meet industry standards, including whether the Appraiser's documentation supports its opinion of value ("Review Appraisal"). A review appraiser shall certify the value of the property and explain the basis for the determination.

6.2.2 **Determination of Fair Market Value.** After reviewing the appraisal, and after consultation with the City, the District shall establish an amount it believes to be the fair market value (i.e., just compensation) to be offered for each parcel of potential Additional Center Property, and shall give notice to the City of the established fair market value.

6.2.3 **Owner Contact and Negotiation.** The City and the District shall cooperate to contact and negotiate with the owner(s) of any potential Additional

Center Property. The City shall obtain advance approval from the District with regard to all acquisition terms to be offered to any such owner(s). The purpose of such negotiation will be to obtain binding commitments from the owners to sell the Additional Center Property to the City, on terms acceptable to the District.

6.2.4 Eminent Domain. To the extent allowed by law, and upon the written request of the District, the City may join the District in acquiring Additional Center Property by eminent domain, consistent with the provisions of Chapters 8.12, 8.25, 8.28, 35.59, and 67.28 RCW. Prior to receiving the District's written request, the City will not commence any legal proceedings to acquire Additional Center Property. With its written request, the District shall submit to the City (a) a finding that the subject property is necessary for the Project; (b) that best efforts have been exercised to acquire the subject property through negotiation; and (c) that the acquisition of the subject property is necessary or advisable to further the Parties' joint interests in the Project. The District acknowledges that any actual condemnation award payable to the owner(s) of the acquired Additional Center Property may exceed any estimate of the District or the City. The title to Additional Center Property acquired by eminent domain shall vest in the City and remain vested with the City consistent with and subject to the terms of the Property Transfer Agreement and Lease—including, without limitation, the District's purchase option under the Lease.

6.2.5 Relocation Assistance. To the extent allowed by law, the Parties elect not to comply with the provisions of Chapter 8.26 RCW, and the regulations promulgated thereunder. To the extent this election is invalid, or to the extent either of the Parties remains subject to the provisions of Chapter 8.26 RCW, relocation assistance shall be made available to eligible owners and tenants of Additional Center Property, if necessary to acquire Additional Center Property, with any amounts paid to eligible owners pursuant to this Section falling within the definition of Acquisition Costs herein.

6.2.6 Responsibility for Acquisition Costs. In recognition that the acquisition, construction, and installation of the Project is a District responsibility and that the acquisition of Additional Center Property is necessary for the Project, the District shall be responsible for and hereby agrees to pay all Acquisition Costs. The City in its discretion may advance, or refer to the District for payment, the reasonable and necessary costs of any title reports, appraisals, condemnation litigation costs, and incidental costs associated with the activities described in this Section. To the extent the City advances such costs, the District shall repay the same to the City within thirty (30) days of the City's request, subject to the City providing to the District invoices, statements, or other reasonable written verification of the nature and amounts of such advances.

6.2.7 Compensation for City Employee Time. The District hereby agrees to reimburse the City for the labor and services provided by the City with respect to the acquisition of Additional Center Property, as follows: The District shall reimburse the City for the labor and services provided by the City's Deputy

Director of Public Works & Utilities, or his duly authorized designee, at his or her effective hourly rate; in the event the City is asked to commence litigation to acquire Additional Center Property, the District shall reimburse the City its legal and professional costs associated with the acquisition of Additional Center Property, whether or not such costs arise out of the activities of the City Attorney's Office or such outside counsel as the City deems necessary, in its sole discretion. The City shall provide statements to the District no later than the tenth of each month with labor and services for the prior month itemized by date, description of services, time spent, and names and hourly rates of City employees providing labor and services. The District shall reimburse the City for the labor and services provided within thirty (30) days of the City's submission of each statement to the District.

6.2.8 Confidential Information. The Parties acknowledge that they, with the support of counsel, architects, appraisers, and other consultants, are engaging in a cooperative venture for their joint benefit. In furtherance of this cooperative venture and the Parties' common interests in obtaining Additional Center Property, the Parties and their respective legal counsel agree to share information relating to such efforts. Such exchanges and disclosures will be for the exclusive purpose of facilitating the Parties' common interests in the acquisition of Additional Center Property and will not diminish in any way the confidentiality of the materials exchanged, nor will this exchange constitute a waiver of any of the Parties' attorney-client or work product privileges. To the extent allowed by law, and consistent with the Parties' respective obligations under the Public Records Act, Chapter 42.17 RCW, the District and the City each agree to preserve and protect the confidentiality of all financial, valuation, and other proprietary information that they may obtain, and to create and preserve any applicable attorney/client and litigation work product privileges, and public record disclosure exemptions, in compliance with applicable State law.

6.3 Financing. The District shall be responsible for obtaining financing for the Acquisition of Additional Center Property and the Project through the sale of District Bonds and other sources.

The District shall pay the costs and expenses to be incurred in connection with the financing of the Project—including bond discount costs, printing expenses, Registrar fees, capitalized interest, and the District's legal and other professional costs associated with financing the Project. The District shall reimburse the City for any services provided to the City by Ater Wynne, LLP and Orrick, Herrington & Sutcliffe, LLP with respect to the District's financing of the Project.

6.4 Control of Project. Although the City may consult and assist the District with the acquisition of the Additional Center Property and the Project, subject to the provisions of Section 6.2.4 above, the District shall retain final decision making authority and discretion regarding such acquisition and the completion of the Project—including matters relating to the selection of the Additional Center Property, as well as the design and financing of the Project.

The District shall pay the costs and expenses to be incurred in connection with the construction of the Project—including costs of demolition, labor, services, materials, supplies, and equipment, costs of obtaining required governmental approvals, as well as the District's legal, architectural, engineering, environmental and other professional costs associated with the construction of the Project. Except as set forth elsewhere in this Agreement, the District shall not be required to reimburse the City for any services provided, or costs incurred, by the City with respect to the District's construction of the Project; provided, the City does not, with respect to the Project, waive the right to collect building and/or development fees or to impose such conditions as are customarily collected by or imposed by the City for construction projects (*e.g.*, and without limitation, building permit fees, mitigation measures, etc.).

7. FUTURE OPERATIONS OF SPOKANE CENTER

7.1 Control; Compliance with Laws. After its acquisition of the Existing Center Facilities, the District shall have sole control and discretion regarding the operation of the Existing Center Facilities, and after its completion of the Project, the District shall have sole control and discretion regarding the operation of the Spokane Center. The District shall operate the Existing Center Facilities/Spokane Center as a first class venue for conventions and other arts, heritage, cultural, and recreational events, in compliance with all laws, regulations, ordinances, and rules applicable to the Existing Center Facilities/Spokane Center.

7.2 Transfer of Arena Admission Taxes and Spokane Center Admission Taxes. To the extent permissible under applicable law, the City agrees to transfer to the District upon collection by either the City or the District all Arena Admission Taxes and all Center Admission Taxes, including those resulting from an increase in the present rates of such taxes from five percent (5%), from the Closing Date (as set forth in the Property Transfer Agreement), to the earlier of (a) the date the District ceases to operate the Spokane Center and/or replacement facilities providing substantially similar capacity or (b) December 31, 2038. If this transfer of all Arena Admission Taxes and Spokane Center Admission Taxes is still in effect on December 31, 2038, and the District proposes to continue operation of the Arena and the Spokane Center, or substantially similar facilities, the City and the District agree to consider the negotiation of an extension of the transfer of the Arena Admission Taxes and Center Admission Taxes on mutually agreeable terms, including any additional Arena Admission Taxes and Center Admission Taxes collected as a result of increases in the rate(s) of said taxes from the rate of five percent (5%), whether such increases are authorized by changes in state law or by legislative action of the City. The City shall consult with the District regarding the advisability of increasing Arena Admission Taxes or Center Admission Taxes, particularly the impact that increases might have on demand for Arena or Center event tickets or facility bookings, prior to imposing any increases in the current rates of such taxes. The City shall continue to use best efforts to collect such taxes in the ordinary course of business, and to transfer the same to the District as collected, consistent with the foregoing.

7.3 Application of Center Operating Revenues. The District shall apply Center Operating Revenues in the following order:

7.3.1 First, to Center Operating Expenses;

7.3.2 Second, to Spokane Center lawful purpose expenditures.

7.4 Transfer of Lodging Tax Revenues. Except as provided herein, and to the extent permissible under applicable law, but conditioned on the procedures set forth in Section 7.6 below, the City hereby agrees to forward to the District all Lodging Tax Revenues at the present rate of two percent (2%), as the taxes are received by the City from the Washington State Department of Revenue, from the Closing Date (as established under the Property Transfer Agreement) through December 31, 2038; provided, the City shall keep and reserve sufficient Lodging Tax Revenues to service the City's Existing Debt Service payments, as set forth in Attachment 1.17 hereto, which Attachment 1.17 the Parties agree to amend from time to time according to their respective needs, consistent with the provisions of Section 7.6 below; provided further, commencing on January 1, 2004, and on an annual basis thereafter, the City shall also keep and reserve for allocation by the Lodging Tax Advisory Committee the first \$100,000 of such Lodging Tax Revenues. If this transfer of Lodging Tax Revenues is still in effect on December 31, 2038, and the District proposes to continue operation of the Arena and the Spokane Center, or substantially similar facilities, the City and the District agree to consider the negotiation of an extension of the transfer of the Lodging Tax Revenues on mutually agreeable terms. The City shall continue to use best efforts to collect such Lodging Tax Revenues in the ordinary course of business, and to transfer the same to the District as collected, consistent with the foregoing.

In the event the Lodging Tax rate is increased beyond its present rate of two percent (2%), the City and District agree to consider the negotiation of transferring the incremental increase in Lodging Tax Revenues associated with such rate increase to the District on mutually agreeable terms, but in no event shall the City be required to enter into such an agreement.

7.5 Application of Lodging Tax Revenues. The District shall apply Lodging Tax Revenues received from the City in the following order:

7.5.1 First, to payments by the District to the CVB to support its promotion of tourism related activities consistent with Chapter 67.28 RCW, in amount equal to fifty (50) percent of the City's Lodging Tax Revenues, net of the \$100,000 reserved for allocation by the Lodging Tax Advisory Committee;

7.5.2 Second, to Spokane Center replacements and capital improvements, or reserve accounts for the same purposes, consistent with Chapter 67.28 RCW. Attachment 7.5.2 represents the District's present forecast for such improvements and expenditures.

7.5.3 Third, for funding tourism related activities or any other purpose authorized by Chapter 67.28 RCW, so long as such proposed application of

Lodging Tax Revenues is submitted to the Lodging Tax Advisory Committee for review and comment in accordance with Section 7.6 of this Agreement.

7.6 Lodging Tax Advisory Committee.

7.6.1 Submission of Transfer to Lodging Tax Advisory Committee. The proposed transfer and allocation of Lodging Tax Revenues outlined Sections 7.4 and 7.5 above was submitted to the Lodging Tax Advisory Committee for review and comment on June 18, 2003. Consistent with RCW 67.28.1817 and City Ordinance No. C-32534, the City's obligation to transfer Lodging Tax Revenues under this Agreement, and the proposed use of Lodging Tax Revenues, as set forth in Sections 7.4 (City's Existing Debt Service) and 7.5 above, are expressly contingent and wholly conditioned on final action on the proposal by the City Council on or after August 4, 2003.

7.6.2 Future Involvement by Lodging Tax Advisory Committee. Consistent with the requirements of RCW 67.28.1817 and City Ordinance No. C-32534, prior to proposing to vary from the application/allocation of Lodging Tax Revenues set forth in Section 7.5 above, the District shall submit the proposal to the City, which may in turn submit the proposal to the Lodging Tax Advisory Committee for review and comment at least 45 days before final action on the proposal is anticipated. In no event shall the District vary from the application/allocation of Lodging Tax Revenues set forth in Section 7.5 above without the City's written consent, after review and comment by the Lodging Tax Advisory Committee.

7.7 City Operating Payment

7.7.1 Background. The City and the District acknowledge that the Existing Center Facilities historically have operated at a loss (i.e., operating expenses have exceeded operating revenues). As a material incentive for the District to execute this Agreement and to undertake the Project, and under only those circumstances described in this Agreement, the City agrees to reimburse the District for Center Operating Losses, subject to the limitations set forth in this Section.

7.7.2 Prior to Project Completion. Regardless of actual Center Operating Losses, and after Closing, the City agrees to pay the District a sum for each calendar year prior to the completion of the Project (including the calendar year in which the Project is completed); provided, in no event shall the City's obligation to pay such sum without regard for actual Center Operating Losses continue beyond calendar year 2006. The sum for each such calendar year shall be paid by the City to the District within ninety (90) days following the expiration of such calendar year. The initial payment shall be for calendar year 2003 (payable within ninety (90) days of the expiration thereof). For calendar year 2003, the sum shall be Two Hundred Fifty Thousand Dollars (\$250,000.00), such sum to be prorated in the event of a mid-year Closing (per the Property Transfer Agreement), as indicated below. The sum payable for each calendar year

thereafter shall be one hundred three percent (103%) of the sum payable for the immediately preceding calendar year. For example, if the Project is completed in calendar year 2006, the sums to be paid by the City for calendar years 2003 through 2006, regardless of actual Center Operating Losses, would be \$250,000 (for 2003), \$257,500 (for 2004), \$265,225 (for 2005), and \$273,181.75 (for 2006).

In the event Closing occurs on a date other than January 1, 2003, the sum payable for calendar year 2003 shall be prorated on a 365-day basis – *i.e.*, in the event of a September 30, 2003 Closing, the City will pay the District the sum of \$62,500.00 as an Operating Payment for the calendar year 2003. Such proration shall not affect the calculation of the amount to be paid for subsequent calendar years, as described in the foregoing paragraph (*i.e.*, for purposes of calculating amounts payable in subsequent calendar years, the amount “payable” for 2003 shall be deemed to have been \$250,000). The sum also shall be prorated on a 365-day basis in the event of a mid-year completion of the Project.

7.7.3 Certificate of Completion. The District shall provide a certification of completion of the Project to the City within thirty (30) days after receipt by the District of a certificate of occupancy.

7.7.4 After Project Completion. Commencing with the second full calendar year after the calendar year in which the Project is completed, on or before March 31 of each such calendar year, the District shall provide the City with a written statement, the accuracy of which is sworn to by an officer of the District, of the Center Operating Loss or Center Operating Profit for the prior calendar year, as the case may be. For example, if the Project is completed in calendar year 2006, the first written statement would be provided by the District on or before March 31, 2008 (reporting results from calendar year 2007). Such statement shall be in reasonable detail, in accordance with Generally Accepted Accounting Principles, and shall show the actual amount of Center Operating Revenues and Center Operating Expenses, as defined in this Agreement, and any other revenues the District has excluded from Center Operating Revenues, including those generated as a result of the District’s operation of the Arena. Together with the District’s written statement, it shall also submit its calculation of the Estimated Incremental Sales Tax Increase, as determined and documented per formula and proposal included in Attachment 1.28, which documentation the District hereby agrees to gather and produce. The District acknowledges and agrees that the City’s obligation to reimburse the District for Center Operating Losses, as provided herein, shall be contingent upon the District providing such documentation to the City’s satisfaction. Within thirty (30) days of the City’s receipt of the District’s written statement, and in the event of a Center Operating Loss for the prior calendar year, the City shall pay to the District as a “City Operating Payment” a sum equal to the lesser of (a) such Center Operating Loss, or (b) the sum calculated in Section 7.7.5 below.

7.7.5 Maximum City Operating Payment. The maximum City Operating Payment payable by the City shall be as follows:

(a) For Center Operating Losses incurred during calendar years after the calendar year in which the Project is completed, the City Operating Payment shall not exceed the lesser of:

(i) the Adjusted Cap (defined below); or

(ii) One-half of the Estimated Incremental Sales Tax Increase for such calendar year.

(b) The "Adjusted Cap" for the first full calendar year after completion of the Project shall be a sum equal to one hundred three percent (103%) of the amount payable by the City for the immediately preceding calendar year pursuant to Section 7.7.2 above. For example, assume the Project is completed during calendar year 2006. Pursuant to Section 7.7.2 above, the sum payable for 2006 will be \$273,181.75. The "Adjusted Cap" for 2007 (the first full calendar year after completion of the Project) would be \$281,377.20 (103% of the sum payable for 2006). Thereafter, the Adjusted Cap for each subsequent calendar year shall be one hundred three percent (103%) of the Adjusted Cap for the immediately preceding calendar year.

7.7.6 District Operating Payment. Within thirty (30) days of the City's receipt of the District's written statement, per Section 7.7.4 above, and in the event of a Center Operating Profit, the District shall pay the City as a "District Operating Payment" a sum equal to thirty three percent (33%) of such Center Operating Profit.

7.7.7 City/District Operating Payment Dispute Resolution. Any dispute regarding the computation of the Estimated Incremental Sales Tax Increase, or the computation of the City Operating Payment or the District Operating Payment, shall be resolved by binding arbitration administered by the American Arbitration Association pursuant to its rules with the hearing venue to be Spokane, Washington.

7.7.8 Periodic Review of Operating Payments. On or before March 31 of the calendar year following the fifth calendar year in which the Project is completed, and on or before March 31 of each fifth calendar year thereafter, the Parties agree to re-evaluate the City Operating Payment and District Operating Payment in light of actual operations and cash reserves resulting from the District's ownership and operation of the Spokane Center, and to bargain in good faith and make such adjustments in the City Operating and District Operating Payment as may be equitable for, and agreed to by the Parties.

7.7.9 City Services. The City and District acknowledge that after the District's acquisition of the Spokane Center, the District may desire to utilize, and the City

may desire to provide to the District, certain services—such as purchasing services, motor pool services, information systems services, real estate services, and retirement programs. Nothing contained in this Agreement shall obligate the City to provide, or the District to accept, any such services. Any such services, if desired by the Parties, shall be the subject of separate agreements between the City and the District.

7.8 City's Use of Spokane Center. The City shall have the following rights, exercisable upon reasonable notice, without being deemed a disturbance in any manner of the District's ownership of the Existing Center Facilities/Spokane Center, and without relieving the Parties of their respective covenants and obligations under this Agreement: Consistent with the City's historical use of the Existing Center Facilities, the City shall have the right to use any portion of the Existing Center Facilities/Spokane Center, without paying rent, but with the obligation to pay direct costs (such as labor, materials, equipment rental, utilities, custodial services and catering) for such use, on the following terms and conditions: (1) The City will provide written notice to the District of its desire to use the Existing Center Facilities/Spokane Center, setting forth the date and time of the event; and (2) If the District has no other confirmed reservations for the requested dates, the District will, within three (3) days of receipt of such notice, confirm the City's reservations in writing. The District, however, shall retain the ability to book the Existing Center Facilities/Spokane Center for the City's reserved date(s) and shall have the right to cancel the City's reservations in the event those portions of the Existing Center Facilities/Spokane Center reserved by the City are booked by a rent-paying customer; provided, the District shall offer to the City such other reasonable and equivalent portions of the facilities to the extent available. The City shall not have the right under this section to use the Existing Center Facilities/Spokane Center for (1) commercial purposes, that is, to provide use of the facilities to a third party that otherwise would be obligated to compensate the District for such use, or (2) political purposes, that is, to promote a candidate for elective public office, or to campaign for or against an issue that is the subject of a public vote.

7.9 Public Use and Access to Spokane Center. Historically, the Existing Center Facilities have been a community focal point for residents and visitors alike, and have offered a place for entertainment, education, and celebration. The District covenants and agrees to design the Project with this historical use in mind, and to make the Existing Center Facilities/Spokane Center available for public use and access consistent with the City's present and historical practices and policies, and new policies adopted by the District, consistent with its riverfront setting and connection to Riverfront Park. The District acknowledges that public use and access is part of the consideration for the City's commitments under this Agreement.

8. INSURANCE. During the District's operation of the Existing Center Facilities/Spokane Center, the District shall maintain the insurance policies described on Attachment 8 and shall name the City as an additional insured on such policies. The District reserves the right to amend Attachment 8 from time-to-time to reflect insurance provisions that the District reasonably determines are commercially reasonable.

9. INDEMNIFICATION. Except for the City's Operating Payment obligations under Section 7.7 above, the District hereby agrees to indemnify, defend, and hold harmless the City, its officers, agents, employees and representatives, from and against any and all legal proceedings, claims, demands, damages, fines, losses, costs, liabilities, interests, expenses, and attorneys' fees relating, directly or indirectly, to the construction of the Project, the District's acquisition (whether by lease or transfer) and/or operation of the Existing Center Property/Existing Center Facilities/Spokane Center to the fullest extent allowed by law. The District's obligation to indemnify and hold the City harmless also includes those indemnifications contained in the Property Transfer Agreement relating to Environmental Laws and Hazardous Materials. The District and the City agree that the terms "Environmental Laws" and "Hazardous Materials," defined in the Property Transfer Agreement, are incorporated herein by this reference.

10. REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants to the District that the statements contained in this Section are correct and complete as of the Effective Date, will be correct and complete as of the closing dates of the transactions contemplated herein, and shall continue in full force and effect after such closings regardless of what investigations the District may have made with respect to the subject matter thereof. The City acknowledges that the statements contained in this Section are material and are relied upon by the District.

10.1 Organization. The City is a first-class charter city, duly organized and validly existing under and by virtue of the constitution and laws of the State, and the Charter of the City.

10.2 Binding Effect. The City has full power and authority to execute and deliver this Agreement, and to perform the City's obligations under this Agreement. This Agreement constitutes the valid and legally binding obligation of the City and is enforceable in accordance with its provisions. Prior to Closing, the City shall use best efforts to obtain all consents, permits, approvals, or other authorizations required from any Authority in order for the City to effectuate the transactions contemplated in this Agreement.

10.3 Authority of Signatories. All individuals executing this Agreement on behalf of the City have the requisite power and authority to do so.

11. REPRESENTATIONS AND WARRANTIES OF THE DISTRICT. The District represents and warrants to the City that the statements contained in this Section are correct and complete as of the Effective Date, will be correct and complete as of the closing dates of the transactions contemplated herein, and shall continue in full force and effect after such closings regardless of what investigations the City may have made with respect to the subject matter thereof. The District acknowledges that the statements contained in this Section are material and are relied upon by the City.

11.1 Organization. The District is a municipal corporation, duly organized and validly existing under and by virtue of the Constitution and laws of the State.

11.2 Binding Effect. The District has full power and authority to execute and deliver this Agreement, and to perform the District's obligations under this Agreement. This Agreement constitutes the valid and legally binding obligation of the District and is enforceable in accordance with its provisions. Prior to Closing, the District shall use best efforts to obtain all consents, permits, approvals, or other authorizations required from any Authority in order for the District to effectuate the transactions contemplated in this Agreement.

11.3 Authority of Signatories. All individuals executing this Agreement on behalf of the District have the requisite power and authority to do so.

12. ADDITIONAL COVENANTS. The City and the District agree and covenant as follows:

12.1 Cooperation; Efforts. The City and the District will each use reasonable efforts to take all action and do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated in this Agreement (including satisfaction, but not waiver, of the closing conditions set forth in Section 13 below).

12.2 Covenant to Complete the Project and Operate the Spokane Center. The District shall (a) promptly design and complete the Project, consistent with the provisions regarding public use and access to the Spokane Center set forth in Section 7.9 above, and shall take all reasonable actions necessary to maintain or cause to be maintained in good repair, working order and condition all material properties used in the Spokane Center and the operation thereof and, from time to time, make or cause to be made all needed or appropriate repairs, renewals, replacements, additions, betterments and improvements thereto, in a good and workmanlike manner, so that the business carried on in connection therewith may be properly and advantageously conducted, and (b) operate the Spokane Center or cause the Spokane Center to be operate in an efficient manner for only those purposes allowed by law.

In addition to the issuance and sale of the District Bonds, the District in its discretion may provide up to \$7,000,000.00 in additional funds as reasonably may be required for completion of the Project.

The District shall not be in default of its obligations under this Section if the prompt completion of the Project is hindered, delayed, or prevented as a result of fire, explosion, flood, war, accident, interruption, delay in transportation, labor trouble, inability to maintain materials and supplies, unanticipated government regulations, acts of God, or any other causes of like or different character beyond the District's control.

12.3 Record Keeping. The District shall keep true, full and accurate books of account setting forth disbursements and expenditures of Lodging Tax Revenues, Center Operating Revenues and Center Operating Expenses, together with any other information which will in any way affect the determination of the City Operating Payment hereunder, including, without limitation, the documentation described in Attachment 1.28. The City shall keep true, full and accurate books of account setting forth its collection and/or

receipt of Arena Admission Taxes, Center Admission Taxes, and Lodging Tax Revenues. The City shall be allowed after five days' prior notice, to inspect the District's books of account at Spokane Center, including those relating to the Arena, and to procure audits thereof by a certified public accountant. Likewise, the District shall be allowed after five days' prior notice, to inspect the City's records regarding its collection and/or receipt of Arena Admission Taxes, Center Admission Taxes, and Lodging Tax Revenues, and to procure audits thereof by a certified public accountant.

13. CONDITIONS PRECEDENT

13.1 Conditions to Obligation of the District. The obligation of the District to consummate the transactions contemplated by this Agreement and commence construction of the Project is subject to:

13.1.1 Representations and Warranties of the City. The representations and warranties of the City set forth in Section 10 above being true and correct in all material respects.

13.1.2 Performance by the City. The City performing and complying with all of its covenants under this Agreement in all material respects as of the Closing Date.

13.1.3 No Legal Proceedings. No Legal Proceeding shall be pending or threatened, wherein an injunction, judgment, order, decree, ruling, or award would:

13.1.3.1 Prevent consummation of any of the transactions contemplated by this Agreement;

13.1.3.2 Cause any of the transactions contemplated by this Agreement to be rescinded following consummation; or

13.1.3.3 Affect adversely the rights of the District to lease the Existing Center Property, acquire the Existing Center Facilities, acquire the Additional Center Property, or operate or improve the Spokane Center.

13.1.4 Execution of Interlocal Agreement for Development of Regional Center Projects. The District, the County, and the City of Spokane Valley shall have executed the Interlocal Agreement for Development of Regional Center Projects before or simultaneous with this Agreement.

13.1.5 Financing for Project. The District shall have obtained sufficient funds to finance the Project, through the issuance of District Bonds and through other means.

13.1.6 Lodging Tax Committee. The City Council shall have taken final action approving the transfer and application of Lodging Tax Revenues hereunder, consistent with Sections 7.4 through 7.6 above.

13.1.7 Additional Center Property. The District shall have received commitments, acceptable to the District, enabling the District to acquire additional parcels of real property deemed necessary for completion of the Project.

13.2 Conditions to Obligation of the City. The obligation of the City to consummate the transactions contemplated by this Agreement is subject to satisfaction, or written waiver, of each and every of the following conditions prior to Closing:

13.2.1 Representations and Warranties of the District. The representations and warranties of the District set forth in Section 11 above shall be true and correct in all respects.

13.2.2 Performance by the District. The District shall have performed and complied with all of its covenants under this Agreement in all respects.

13.2.3 Financing for Project. The District shall have obtained, and confirmed to the reasonable satisfaction of the City, sufficient funds to finance the Project, through the issuance of District Bonds and other sources.

13.2.4 Additional Center Property. The District shall have received commitments, acceptable to the City, enabling the District to acquire additional parcels of real property deemed necessary for completion of the Project.

13.2.5 Transfer of Property. Consummation of Closing, as defined in the Property Transfer Agreement.

13.2.6 No Legal Proceedings. No Legal Proceeding shall be pending or threatened, wherein an injunction, judgment, order, decree, ruling, or award would:

13.2.6.1 Prevent consummation of any of the transactions contemplated by this Agreement; or

13.2.6.2 Cause any of the transactions contemplated by this Agreement to be rescinded following consummation.

13.2.7 Lodging Tax Committee. The City Council shall have taken final action approving the transfer and application of Lodging Tax Revenues hereunder, consistent with Sections 7.4 through 7.6 above.

14. TERMINATION

14.1 Termination by Mutual Consent. This Agreement may be terminated by the mutual written consent of the City and the District at any time prior to Closing.

14.2 Failure to Close by December 31, 2003. Either party may immediately terminate this Agreement by written notice to the other party in the event Closing does not occur on or before December 31, 2003.

14.3 Effect of Termination. If the City and/or the District terminates this Agreement pursuant to this Section, all rights and obligations of the City and District under this Agreement shall terminate without liability of one party to the other, provided, however, that any obligation that the District has to reimburse the City for Additional Center Property Acquisition Costs under Section 6 shall survive the termination.

15. EVENTS OF DEFAULT. It shall be an "Event of Default" under this Agreement if either of the Parties fails duly to perform, observe or comply with the covenants, agreements, or conditions on its part contained in this Agreement, the Property Transfer Agreement, the Lease, or in the Contingency Loan Agreement, and such default shall continue for a period of thirty (30) days after written notice of such failure, requesting the same to be remedied, shall have been given to the party in default by the non-defaulting party, provided however that such failure shall not be an Event of Default if it is knowingly and intentionally waived by the non-defaulting party.

16. REMEDIES. Upon the occurrence and continuance of any Event of Default, the non-defaulting party's exclusive remedies shall be specific performance, declaratory judgment and other equitable remedies, and recovery of attorneys fees and other costs for such enforcement action.

17. MISCELLANEOUS

17.1 Additional Documents. Each party hereby agrees, upon the request of any other party, to execute any additional documents reasonably required to effectuate the purposes of the transactions contemplated herein.

17.2 Amendments. This Agreement may not be modified or amended, except by a written document executed by both the District and the City.

17.3 Applicable Law. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Washington.

17.4 Dispute Resolution. With the exception of resolution of Operating Payment computation disputes by arbitration as provided in Section 7.7.7, all disputes arising out of this Agreement shall be determined by the Superior Court of the State of Washington, with venue located in Spokane County, Washington. The substantially prevailing party in any arbitration or litigation shall be entitled to recover from the substantially nonprevailing party its reasonable attorney fees and other arbitration or litigation costs.

17.5 Counterparts. This Agreement may be executed in any number of separate counterparts, all of which taken together shall be deemed one original instrument, notwithstanding that all parties are not signatory to the same counterpart.

17.6 Entire Agreement. This Agreement, including all Attachments, contains the entire agreement between the parties with respect to the subject matter hereof, and supercedes all prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

17.7 Filing and Recordation. This Agreement shall be filed and/or recorded by the District at its expense with the Spokane County, Washington, Auditor, and/or with such other municipality or other public agency located in the State of Washington as such party deems appropriate.

17.8 Headings. The headings used in this Agreement are used solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction, or effect.

17.9 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the City and the District and their respective successors and permitted assigns.

17.10 No Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto, or the failure of a party to exercise any right hereunder, shall not be construed to be a waiver of such provision or right (or of any other provision or right hereof, whether of a similar or dissimilar nature) unless such party expressly waives such provision or right in writing.

17.11 Notices. Any notice required or authorized under this Agreement shall be in writing and shall be delivered personally or by certified mail at the following addresses or at such addresses as a party shall have designated to the other party in accordance with this Section. Alternatively, any such notice may be sent by telecopier that transmits a facsimile of the notice. Notice sent by telecopier shall be deemed to be received by a party when dispatched to said party at the telephone number provided by such party and a transmittal sheet verifying the dispatch is received by the sending party.

If to the District: Spokane Public Facilities District
ATTN: Executive Director
720 W Mallon
Spokane, WA 99201
Fax: (509) 324-7050

If to the City: Office of the Mayor
ATTN: John Powers, Mayor
W. 808 Spokane Falls Blvd.
Spokane, WA 99201
Fax: (509) 625-6789

Copy to: City Attorney
W. 808 Spokane Falls Blvd.
Spokane, WA 99201
Fax: (509) 625-6277

17.12 Successors and Assigns. This Agreement and each and every provision hereof shall be binding upon and shall inure to the benefit of each party hereto, and each and every of their respective successors and permitted assigns. No party's right or obligations under this Agreement may be assigned or otherwise transferred without the prior written consent of the other party.

17.13 Terminology and Interpretation. As used in this Agreement, the masculine, feminine, or neuter gender, and the singular and plural number, shall be deemed to include the others whenever the context so indicates or requires. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation". Each party agrees that any rule of contract interpretation or construction to the effect that ambiguities or uncertainties are to be resolved against the drafting party or the party who caused it to exist will not be applied in the construction or interpretation of this Agreement.

17.14 Relationship of Parties. This Agreement contemplates a joint venture of the City and the District, undertaken for the public purpose of preserving the region's role in the convention and tourism industry, as authorized under Chapter 36.100 and 67.28 RCW. In the performance of this Agreement, the Parties, and their respective officers, employees, agents, or subcontractors shall not be considered employees or agents of the other party.

17.15 Severability. In the event of a determination by any court of competent jurisdiction that a portion of this Agreement is invalid or unenforceable, such portion shall be deemed modified or eliminated in accordance with the court's order and the remaining portions of this Agreement shall nonetheless be enforced; provided, however, that if the court deems any restriction on the disclosure of information to be unenforceable, such restriction shall be modified by the court only to the extent required to make such restriction reasonable and enforceable.

17.16 Recitals and Attachments. The recitals contained at the beginning of this Agreement, and the Attachments attached to this Agreement, are material parts of this Agreement and are incorporated herein by this reference.

17.17 Duration. This Agreement shall terminate on December 31, 2038, unless otherwise mutually agreed upon in writing by the District and City.

17.18 Separate Legal Entity. This Agreement does not create or seek to create a separate legal entity pursuant to RCW 39.34.030.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the Effective Date.

CITY OF SPOKANE

By: 

Mayor John Powers

7/11/03

Attest: Wiley H. Ripenger
Acting City Clerk



Approved as to form:

James R.
City Attorney

SPOKANE PUBLIC FACILITIES DISTRICT

Bill Williams, Jr.
Bill Williams, Jr., Chair

Trish McFarland
Trish McFarland, Vice-Chair

Shaun Cross
Shaun Cross, Director

Richard LeFleur
Richard LeFleur, Director

Erik E. Skaggs
Erik E. Skaggs, Director

Attest:

Sherry Leatha
Sherry Leatha, Clerk of the Board

Approved as to form:

H.E. Stiles
H.E. Stiles, General Counsel

PROPERTY TRANSFER AGREEMENT

THIS PROPERTY TRANSFER AGREEMENT is made effective the ____ day of _____, 2003, by and between the SPOKANE PUBLIC FACILITIES DISTRICT, a municipal corporation, and the CITY OF SPOKANE, WASHINGTON, a first-class charter city, hereinafter collectively referred to as "Parties".

RECITALS

- A. On May 21, 2002, qualified electors in Spokane County approved proposals to expand the powers of the District and extend the District's existing sales and use tax and existing hotel/motel tax to enable the District to acquire and operate the Spokane Convention Center, the Spokane Opera House, and the Washington State International Agricultural Trade Center, and to expand the Spokane Convention Center.
- B. The District and the City desire to enter into this Agreement in order to provide for the transfer and lease of the real and personal property associated with the Spokane Convention Center, the Spokane Opera House, and the Washington State International Agricultural Trade Center.
- C. The Parties are entering an Interlocal Cooperation Agreement, of even date herewith, the terms of which are incorporated into this Property Transfer Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants contained herein, the Parties agree as follows: .

1. **DEFINITIONS.** As used in this Agreement, the following terms have the meanings provided in this Section 1:

1.1 **Agreement** means this Property Transfer Agreement.

1.2 **Assumed Obligations** means those obligations of the City that are specifically assumed by the District, pursuant to this Agreement.

1.3 **Authority** means any government, authority, department, commission, court, arbitrator, board, bureau, agency, unit, or instrumentality having jurisdiction over any of the Property. The term "Authority" includes the United States of America, the State, the County, and the City.

1.4 **City** means the City of Spokane, Washington, a first-class charter city duly organized and existing under and by virtue of the Constitution and laws of the State and the Charter of the City.

1.5 **Closing** means the closing of the transactions contemplated in this Agreement.

1.6 **Closing Agent** means the Title Company.

1.7 Closing Date means the date of Closing, which shall in no event be later than September 1, 2003, unless extended by the mutual written consent of the City and the District.

1.8 Contract or Contracts means all oral or written contracts, licenses, and other agreements to which the City is a party, which relate to the Property.

1.9 County means Spokane County, Washington, a Class A county duly organized and existing under and by virtue of the Constitutions and the laws of the State.

1.10 District means the Spokane Public Facilities District, a municipal corporation and independent taxing authority within Article VII, Section 1 of the Constitution of the State, and a taxing district within the meaning of Article VII, Section 2 of the Constitution of the State.

1.11 Effective Date shall have the meaning given such term in the Interlocal Agreement.

1.12 Encumbrances means mortgages, liens, pledges, charges, security interests, claims, and other types of encumbrances.

1.13 Environmental Laws shall mean all laws, statutes, regulations, rules, ordinances, codes, orders, decrees, and other lawful requirements of any Authority, now or hereafter enacted, promulgated, or amended, with jurisdiction over the Existing Center Property and/or Existing Center Facilities, the owner or operator of the Existing Center Property and/or Existing Center Facilities or the use of the Existing Center Property and/or Existing Center Facilities relating to environmental protection, regulation of Hazardous Materials, storage or transportation of dangerous goods, natural resources, or the emission discharge, release or threatened release of pollutants contaminants, chemicals industrial, toxic or hazardous substances or wastes into the environment. The term "Environmental Laws" includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601 et seq.) and the Toxic Substance Control Act (codified at Chapter 70.105D RCW – "MTCA"), or any regulations promulgated thereunder.

1.14 Existing Center Property means the real property located in the City of Spokane, Spokane County, Washington, legally described on Attachment 1.14.

1.15 Existing Center Facilities means all structures and improvements located on the Existing Center Property. The term "Existing Center Facilities" includes the structures and improvements commonly known as the Spokane Convention Center, the Spokane Opera House, and the Washington State International Agricultural Trade Center. The City and the District acknowledge that a portion of the Existing Center Facilities was constructed with federal grant funds in accordance with 42 U.S.C. § 3121, EDA Grant No. 07-11-03032.

1.16 Financial Statements means the "Spokane Center Annual Reports" from 1990 through 2002, copies of which have previously been provided to the District by the City.

1.17 **Hazardous Materials** means explosives, radioactive materials, asbestos and asbestos-containing materials, urea formaldehyde, PCBs, hydrocarbon contaminants, pentachlorophenol, pollutants, contaminants, hazardous, corrosive, or toxic substances, or special waste or substance of any kind, the use, storage, manufacture, disposal, treatment, generation, transport, or release into the environment, or remediation of which is prohibited, controlled, regulated, or licensed under Environmental Laws.

1.18 **Interlocal Agreement for Development of Regional Center Projects** shall have the meaning given such term in the Interlocal Agreement.

1.19 **Intellectual Property** means: trademarks, service marks, trade names, logos (together with all adaptations, derivations, and combinations thereof); works subject to copyright or patents; software and information systems; telephone numbers, customer lists, advertising and marketing programs and plans, referral relationships, business information, and internet domain names; and any pending applications, registrations, extensions, and renewals of any of the foregoing.

1.20 **Interlocal Agreement** means the Interlocal Cooperation Agreement, of even date herewith, between the City and the District.

1.21 **Lease** means the Lease to be executed by the District and the City—the form of which is attached to this Agreement as Attachment 1.21, and the terms of which are incorporated into this Agreement.

1.22 **Legal Proceeding** means an action, suit, proceeding, hearing, or investigation before any Authority.

1.23 **Permits** means all licenses, permits, approvals, waivers, and consents applicable to the Property, issued by any Authority.

1.24 **Permitted Encumbrances** means only those Encumbrances specifically listed in the Title Report that are designated by the District in writing prior to Closing as acceptable to the District.

1.25 **Personal Property** means all fixtures, equipment, vehicles, furniture, spare parts, inventory supplies, Permits, Records, Intellectual Property used or usable in connection with the Existing Center Facilities, accounts receivable, cash on hand, deposits and other items of tangible and intangible property (other than the Existing Center Property or the Existing Center Facilities and other than contract rights and obligations that are not assumed by the District) that are currently (or as of the Closing Date will be) installed, located, owned or used on or in connection with the Existing Center Facilities. The term “Personal Property” shall include, but not be limited to, the property described on Attachment 1.25.

1.26 **Project** shall have the meaning given such term in the Interlocal Agreement.

1.27 **Property** means the Existing Center Property, the Additional Center Property, the Existing Center Facilities, and the Personal Property.

1.28 Records means all books, records, and files of the City relating to the operation of the Existing Center Facilities. The term "Records" includes Intellectual Property records, product warranties, financial information, operating information, maintenance information, site plans, surveys, soil and substrata studies, environmental reports, architectural renderings, landscape plans, and other plans, diagrams, or studies of any kind relating to the Existing Center Property or the operation of the Existing Center Facilities.

1.29 State means the State of Washington.

1.30 Title Company means First American Title Insurance Company of Spokane.

1.31 Title Policy means a policy or policies of title insurance insuring title to the Existing Center Property and/or to the Existing Center Facilities in such amount or amounts, and with such coverages, as the District at its cost and in its discretion determines is appropriate.

1.32 Title Report means the Supplemental Report No. 1 dated February 20, 2003, issued by the Title Company to the District under Order No. 283495-CB.

1.33 Transfer means any sale, assignment, gift, transfer, exchange, mortgage, conveyance, pledge, grant, hypothecation, or other transfer, absolute or as a security or encumbrance (including transfers by operation of law).

2. THE TRANSACTION.

2.1 Transfer of Property. Subject to the provisions of this Agreement, the City agrees to sell, transfer, convey, and deliver to the District the Personal Property and an undivided two-thirds (2/3) interest in the Existing Center Facilities, and the District agrees to accept the Personal Property and an undivided two-thirds (2/3) interest in the Existing Center Facilities from the City.

2.2 Lease of Leased Property. Subject to the provisions of this Agreement, the City agrees to lease the Leased Property (as defined in the Lease) to the District, on the terms and conditions set forth in the Lease.

2.3 No General Assumption of Liabilities. Except as expressly set forth in this Agreement, the Lease, and the Interlocal Agreement, the District does not assume, nor shall the District be obligated to pay, perform, or discharge, any debt, liability, obligation, or commitment of the City or relating to the Property.

2.4 Consideration. As consideration for the transactions contemplated in this Agreement, the District agrees to assume certain obligations of the City, acquire and operate the Existing Center Facilities, and undertake the Project—all as described in more detail in this Agreement and/or the Interlocal Agreement. The City acknowledges that such consideration is sufficient for the transfer of the Personal Property and an undivided two-thirds (2/3) interest in the Existing Center Facilities, and the lease of the Leased Property.

2.5 Closing. Subject to the satisfaction or waiver of all conditions precedent to the consummation of the transactions contemplated by this Agreement, the Closing shall take place at the offices of the Closing Agent, on the Closing Date.

3. ASSUMPTION OF CERTAIN OBLIGATIONS.

3.1 Obligations to be Assumed by District. The District shall assume from the City those Assumed Obligations set forth in Attachment 3.1 (including, without limitation, the Agreement and Mortgage, dated March 31, 1988 between the City and the United States Department of Commerce, Economic Development Administration), supplemented as provided therein at the time of Closing.

3.2 Indemnification. Except as otherwise provided in this Agreement, the City hereby agrees to indemnify, defend and hold harmless the District, and the District's directors, officers, employees, agents, and representatives, from and against any and all Legal Proceedings, claims, demands, damages, fines, losses, costs, liabilities, interests, expenses and attorneys' fees relating, directly or indirectly, to the ownership of the Property or operation of the Existing Center Facilities accruing as a result of acts or omissions occurring before the Closing Date, and conditions existing as of the Closing Date, unless arising as a result of acts or omissions of the District, its directors, officers, employees, agents, and/or representatives; provided such obligation shall not extend to Environmental Conditions and Hazardous Materials, which are addressed elsewhere in this Agreement. Except for the City's City Operating Payment and other obligations under the Interlocal Agreement, the District hereby agrees to indemnify, defend and hold harmless the City, and the City's officers, employees, agents, and representatives, from and against any and all Legal Proceedings, claims, demands, damages, fines, losses, costs, liabilities, interests, expenses and attorneys' fees, including expert witness fees, through all legal appeals, relating, directly or indirectly, to the construction and financing of the Project, the District's lease of the Leased Property (as defined in the Lease), and/or the District's ownership and/or operation of the Existing Center Facilities/Spokane Center accruing as a result of acts or omissions occurring after the Closing date. Each party to this agreement shall cooperate with the other party in defending claims for which the other party is or may be liable under this provision by giving timely notice to the other party of the assertion or existence of any such claim and by furnishing such documents and information as may be useful in defense of such claims.

4. REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants to the District that the statements contained in this Section 4 are correct and complete as of the Effective Date and will be correct and complete as of the Closing Date.

4.1 Organization. The City is a first-class charter city, duly organized and validly existing under and by virtue of the Constitution and laws of the State, and the Charter of the City.

4.2 Binding Effect. The City has full power and authority to execute and deliver this Agreement, and to perform the City's obligations under this Agreement.

4.3 Authority of Signatories. All individuals executing this Agreement on behalf of the City have the requisite power and authority to do so.

4.4 Financial Statements. Since the date of the most recent Financial Statements, there has been no material adverse change in the operation of the Existing Center Facilities. To the best of the City's knowledge, the Financial Statements:

4.4.1 Have been prepared in accordance with generally accepted accounting principles;

4.4.2 Present fairly the financial results from operations of the Existing Center Facilities as of the dates indicated;

4.4.3 Are complete and correct; and

4.4.4 Are consistent with books and records of the City (which books and records are complete and correct).

4.5 Accounts Receivable. To the best of the City's knowledge, all accounts receivable reflected on most recent Financial Statements are valid and genuine, arise out of bona fide sales and deliveries of goods and services, and to the best knowledge of the City, are not subject to any defenses, setoffs, or counterclaims.

4.6 Absence of Certain Changes and Events. Since the most recent Financial Statements through the Effective Date, the City has not:

4.6.1 Except as otherwise accepted by the District, knowingly permitted the imposition of any Encumbrance upon any of the Property.

4.6.2 Changed any of its business policies relating to the Existing Center Facilities in any material respect—including its accounting methods and practices, and policies involving advertising, purchasing, pricing, or employment.

4.7 Existing Center Property and Existing Center Facilities. With respect to the Existing Center Property and Existing Center Facilities:

4.7.1 **Ownership and Possession.** The City is the fee owner of the Existing Center Property and Existing Center Facilities and has good and marketable title to the Existing Center Property and Existing Center Facilities. There are no parties other than the City in possession of the Existing Center Property or Existing Center Facilities.

4.7.2 **Approval of Authorities.** Except as otherwise provided herein, or as may appear in Title Report, the City has received all approvals from all Authorities required in connection with the City's ownership, construction, and operation of the Existing Center Facilities.

4.7.3 Environmental Conditions. The City has not received written notice of a violation of any Federal, State or local Environmental Laws relating to the environmental conditions on, under, above, or in the Existing Center Property or Existing Center Facilities, including but not limited to, air quality, soil and ground water conditions. Nor has the City commissioned or obtained any environmental work, audit, assessment, review or similar inspection of the Existing Center Property or Existing Center Facilities.

4.7.4 No Legal Proceedings. To the best of the City's knowledge, there are no pending or threatened Legal Proceedings relating to the Existing Center Property or Existing Center Facilities or other matters that adversely affect (or would adversely affect) the current use of the Existing Center Property or Existing Center Facilities. Except as may be set forth in Attachment 3.1 (Assignment and Assumption Agreement), to the best of the City's knowledge, the Existing Center Property or Existing Center Facilities is not subject to any outstanding injunction, judgment, order, decree, ruling, or award that adversely affects the current use or value of the Existing Center Property or Existing Center Facilities.

4.7.5 Parcel Division. The District shall be responsible for obtaining all land use, development and building approvals which permit the property transfers contemplated herein and construction of the Project. The City acting in its capacity as current owner of the Existing Center Property and Existing Center Facilities shall cooperate with the District as reasonably may be required to assist the District in obtaining such approvals. The District shall be solely responsible for preparation of site plans, short platting, and/or boundary line adjustments, as the case may be. Closing is expressly conditioned on the recording of the final site plan, short plat or boundary line adjustment as the case may be. The City acting in its governmental capacity does not waive the right to collect building or development fees. The District hereby agrees to indemnify, defend and hold harmless the City, its officers, agents, employees and representatives, from and against any and all legal proceedings, claims, demands, damages, fines, losses, costs, liabilities, interests, expenses, and attorneys' fees relating, directly or indirectly to an alleged violation of state and local laws and regulations regarding the division of land for purposes of sale or transfer.

4.7.6 Disclaimer. Except as set forth in this Section 4, the City makes no other representations or warranties whatsoever regarding the Existing Center Property or Existing Center Facilities. Subject to the representations and warranties set forth in this Section 4, the District shall acquire or lease from the City, as the case may be, the Leased Property "AS IS."

4.8 Personal Property. The City makes no representations or warranties whatsoever with respect to the Personal Property. The District shall acquire from the City the Personal Property "AS IS."

4.9 Intellectual Property. The City shall assign and transfer to District any Intellectual Property which the City owns pertaining to the ownership, use, operation and

marketing of the Spokane Convention Center, the Spokane Opera House, and the Washington State International Agricultural Trade Center. The City shall cooperate with the District, and execute such documents as reasonably may be required, to transfer to the District any such Intellectual Property interests.

4.10 Assumed Contracts. With respect to each Assumed Obligation that is a Contract:

4.10.1 The City is unaware of any reason why the Contract will not continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following the consummation of the transactions contemplated in this Agreement; provided, the City and the District shall be mutually obligated to cooperate to obtain any and all requisite consents of third parties with respect to transfer to the District of the Assumed Obligations;

4.10.2 The City is unaware of any actual breach or default under the Contract, and is unaware of any event which with notice or the lapse of time would constitute a breach or default, of which would permit termination, modification, or acceleration, under the Contract; and

4.10.3 The City does not have actual notice of any party having repudiated any provision of the Contract.

4.11 Labor. The City is not aware of any pending or threatened labor dispute, strike, or work stoppage that would adversely affect the operation of the Existing Center Facilities.

5. REPRESENTATIONS AND WARRANTIES OF THE DISTRICT. The District represents and warrants to the City that the statements contained in this Section 5 are correct and complete as of the Effective Date, will be correct and complete as of the Closing Date, and shall continue in full force and effect after Closing regardless of what investigations the City may have made with respect to the subject matter thereof. The District acknowledges that the statements contained in this Section 5 are material and are relied upon by the City.

5.1 Organization. The District is a municipal corporation, duly organized and validly existing under and by virtue of the Constitution and laws of the State.

5.2 Binding Effect. The District has full power and authority to execute and deliver this Agreement, and to perform the District's obligations under this Agreement. This Agreement constitutes the valid and legally binding obligation of the District and is enforceable in accordance with its provisions.

5.3 Authority of Signatories. All individuals executing this Agreement on behalf of the District have the requisite power and authority to do so.

6. **ADDITIONAL COVENANTS.** The City and the District agree and covenant as follows:

6.1 **Cooperation; Efforts.** The City and the District will each use reasonable efforts to take all action and do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated in this Agreement (including satisfaction, but not waiver, of the closing conditions set forth in Section 7 below).

6.2 **Notices and Consents.** Prior to Closing, the City and the District shall be mutually obligated to cooperate to give all required notices, and shall use best efforts to obtain all required consents, with respect to the matters referred to on Attachment 3.1.

6.3 **Title Information.** The District has obtained the Title Report. Within ten (10) days of the Effective Date, the District shall provide the City with a copy thereof, together with copies of all documents and exceptions referred to therein. The District and the City shall be mutually obligated to cooperate to cure any title Encumbrances which reasonably are unacceptable to the District. In the event the parties are unable to cure any such Encumbrances, the District may at its option: (1) terminate this Agreement by written notice, whereupon neither the City nor the District shall have any further liability under this Agreement; or (2) postpone the date of Closing Date for up to sixty (60) days, during which time the District may use reasonable efforts and expend reasonable sums as may be necessary to cure the District's objections. If the objections to title Encumbrances are not cured on or before the Closing Date, the District may terminate this Agreement or waive any the title Encumbrances.

6.4 **Environmental Covenants and Indemnification.** With respect to any Hazardous Materials discovered on, under, or in the Property, whether or not relating to actions of the City, its agents or consultants, as between the District and the City, District (a) will be responsible for all investigations, studies, cleanup, corrective action, removal or remedial action required by any Authority, or by any consent decree or court or administrative order now or hereafter applicable to the Property, or by any applicable laws and Environmental Laws; (b) will pay all costs in connection with any such investigations, studies, cleanup, corrective action, removal or remedial action, including, without limitation, all remedial costs, installation, operation, maintenance, testing, and monitoring costs, preparation of plans, designs, applications, studies, or reports to appropriate government bodies, and retention of legal counsel, engineers, and other expert consultants; and (c) will have the right to manage and control all such investigations and any such environmental cleanup, remediation, or related activities, including the exclusive right to negotiate with and to settle, contest, or otherwise fulfill any requirements or claims made by any government body related to such Hazardous Materials. With respect to any such Hazardous Materials, the District agrees to indemnify, defend by counsel reasonably acceptable to the City, and hold the City harmless from any and all (i) claims arising from such Hazardous Materials, (ii) damages resulting from failure to comply with applicable environmental laws, and (iii) any other damages imposed pursuant to applicable Environmental Laws. The District further agrees to indemnify, defend by counsel reasonably acceptable to the City, and hold the City harmless from any and all claims or damages arising from or relating to the

generation, transportation, storage, treatment, or disposal of Hazardous Materials sent or caused to be sent by the District from the Property to any other site that is or becomes the subject of any claim or any pending or threatened litigation or administrative proceeding with any government body or third party. The foregoing covenants shall survive closing.

6.5 Environmental Investigations. The District may at its sole cost, expense and liability, conduct an environmental site assessment of the Property. In the event the District notifies the City prior to Closing that the Property is affected by Hazardous Materials (regardless of whether or not City was aware of the same), then the District may (i) terminate this Agreement, (ii) perform such acts as may be necessary to abate the Hazardous Materials and cause the Property to be in compliance with all federal, state and local environmental laws, rules and regulations, consistent with the indemnification provisions above, or (iii) proceed to Closing notwithstanding the presence of such Hazardous Materials.

6.6 Preservation of Business. Prior to Closing, the City will continue to operate, maintain, and repair the Existing Center Facilities in substantially the same manner as the City has operated, maintained, and repaired the Existing Center Facilities. Without limiting the generality of the foregoing, the City shall use reasonable efforts to keep substantially unaltered its present operations, working conditions, and relationships with customers, suppliers, and employees. The City shall use its best efforts to diligently market the Existing Center Facilities for future events—including conventions, performances, trade shows, and other engagements—mindful of the need not to schedule events that would impair the District's ability to complete the Project on a timely basis. The District anticipates that the Project will commence during the second half of calendar year 2003, and will be completed during calendar year 2006.

6.7 Preservation of Property. Prior to Closing, the City shall not permit the Transfer of any of the Property; provided that inventory may be Transferred in the ordinary course of business. Prior to Closing, the City shall maintain in full force and effect its existing policies of liability and property insurance.

6.8 Performance of Obligations. Prior to Closing, the City shall perform and pay all obligations relating to the Existing Center Facilities and the operation thereof, as such obligations become due in their ordinary course—including: payment of all premiums and other charges required to maintain all existing property and liability insurance policies relating to the Existing Center Property and/or Existing Center Facilities; payment of utility charges as they become due; payment and performance of loan obligations relating to the Existing Center Facilities (consistent with the provisions of Section 7.5.1 of the Interlocal Agreement); payment of all wages and other items of employee compensation as they become due; and compliance with all laws, statutes, regulations, rules, ordinances, and orders applicable to the Property or the operation of the Existing Center Facilities.

6.9 Negative Covenants. The City shall not:

6.9.1 Enter into any Contract (or any series of related Contracts) outside of the ordinary course of business.

6.9.2 Knowingly permit the imposition of any Encumbrance upon any of the Property.

6.10 Full Access. The City shall, prior to Closing, permit representatives of the District (including accountants, appraisers, legal counsel, architects, engineers, environmental consultants, and other consultants) to have full access at all reasonable times to all premises, properties, personnel, books, records, contracts, and documents relating to the ownership or operation of the Property.

6.11 Notice of Developments. Each party to this Agreement shall give prompt written notice to the other party of any development that causes a breach of any of the representations or warranties set forth in Sections 4 and 5 above. Receipt or acceptance of any such notice shall not operate as a waiver of any such breach.

6.12 Accounts Receivable and Deposits. Sums payable to the City for services rendered at the Existing Center Facilities prior to the Closing Date, which remain uncollected as of the Closing Date, shall remain the property of the City. The City shall have sole responsibility for collection of such sums after the Closing Date. If any such sums are received or collected by the District after the Closing Date, the District shall promptly remit such sums to the City. Deposits received by the City prior to the Closing Date for services to be rendered at the Existing Center Facilities after the Closing Date shall be the property of the District. The City shall assign and deliver all such deposits to the District at Closing.

6.13 Employees

6.13.1 Termination of Employment. The City shall terminate the employment of, or reassign to other City positions, all of the employees who are directly involved in the operation of the Existing Center Facilities. The City shall not be required to terminate the employment of City employees whose primary duties do not directly relate to the operation of the Existing Center Facilities. The City shall remain responsible for all liabilities and obligations of every kind (whether absolute or contingent, accrued or unaccrued, asserted or unasserted, known or unknown) with respect to City employees—including liabilities or obligations relating to the their employment by the City or the termination of their employment by the City.

6.13.2 No Obligation to Hire. The City acknowledges that the District is under no obligation to hire any employees whose employment is terminated by the City. The District, however, reserves the right to recruit and hire any former City employees whose employment is so terminated.

6.14 Pre-Closing Audit. Prior to the Closing Date, the District and the City shall conduct an audit of the Personal Property. Any Personal Property so identified that is not presently listed on Attachment 1.25 shall be added to said Attachment.

7. CONDITIONS TO CLOSING OBLIGATIONS.

7.1 Conditions to Obligation of the District. The obligation of the District to consummate the transactions contemplated by this Agreement is subject to satisfaction, or written waiver, of each and every of the following conditions prior to Closing:

7.1.1 Representations and Warranties of the City. The representations and warranties of the City set forth in Section 4 above shall be true and correct in all respects as of the Closing Date.

7.1.2 Performance by the City. The City shall have materially performed and complied with all of its covenants under this Agreement in all respects as of the Closing Date.

7.1.3 No Legal Proceedings. No Legal Proceeding shall be pending, wherein an injunction, judgment, order, decree, ruling, or award would:

7.1.3.1 Prevent consummation of any of the transactions contemplated by this Agreement;

7.1.3.2 Cause any of the transactions contemplated by this Agreement to be rescinded following consummation; or

7.1.3.3 Affect adversely the rights of the District to acquire a leasehold interest in the Existing Center Property, to acquire the Existing Center Facilities and the Personal Property, or operate or improve the Existing Center Facilities.

7.1.4 Attachments. Each matter contained on the Attachments to this Agreement that the District identifies as objectionable shall be rectified and resolved in a manner reasonably acceptable to the District, and consistent with the terms of this Agreement, or the District shall have obtained a specific indemnification from the City with respect to such objectionable matter; provided, in no case shall the City be required to agree to such indemnification. If the City is unwilling to indemnify the District with respect to such objectionable matter, the District may terminate this Agreement or waive the objection.

7.1.5 Consents. The Parties shall have given all notices and obtained all consents required under the terms of the Assignment and Assumption Agreement, Attachment 3.1.

7.1.6 Financing for Project. The District shall have obtained sufficient funds to finance the Project, through the issuance of District Bonds (as defined in the Interlocal Agreement) and through other means.

7.1.7 Additional Center Property. The District shall have received commitments, acceptable to the District, enabling the District to acquire

additional parcels of real property deemed necessary or advisable by the District for completion of the Project.

7.2 Conditions to Obligation of the City. The obligation of the City to consummate the transactions contemplated by this Agreement is subject to satisfaction, or written waiver, of each and every of the following conditions prior to Closing:

7.2.1 Representations and Warranties of the District. The representations and warranties of the District set forth in Section 5 above shall be true and correct in all respects as of the Closing Date.

7.2.2 Performance by the District. The District shall have performed and complied with all of its covenants under this Agreement in all respects as of the Closing Date, including, without limitation, the Parcel Division requirements set forth in Section 4.7.5 above.

7.2.3 No Legal Proceedings. No Legal Proceeding shall be pending wherein an injunction, judgment, order, decree, ruling, or award would:

7.2.3.1 Prevent consummation of any of the transactions contemplated by this Agreement; or

7.2.3.2 Cause any of the transactions contemplated by this Agreement to be rescinded following consummation.

7.2.4 Financing for Project. The District shall have obtained, and confirmed to the reasonable satisfaction of the City, sufficient funds to finance the Project, through the issuance of District Bonds and through other means.

7.2.5 Additional Center Property. The District shall have received commitments, acceptable to the City, enabling the District to acquire additional parcels of real property deemed necessary for completion of the Project.

7.2.6 Insurance. The District shall have provided the City with certificates evidencing the insurance coverages described in Section 8 of the Interlocal Agreement.

7.2.7 Consents. The Parties shall have given all notices and obtained all consents required under the terms of the Assignment and Assumption Agreement, Attachment 3.1.

7.2.10 Satisfaction of Interlocal Contingencies. All contingencies of the City's obligations in the Interlocal Agreement shall have been satisfied prior to Closing.

8. CLOSING

8.1 Location. Provided that all conditions precedent to the parties' obligations have been satisfied or waived, the Closing shall occur at the offices of the Closing Agent.

8.2 Deliveries by the City. At Closing, the City shall deliver the following to the Closing Agent:

8.2.1 Lease. A Lease, in the form attached as Attachment 1.21, granting the District a leasehold interest in the Leased Property.

8.2.2 Deed. A Quit Claim Deed conveying to the District good and marketable title to an undivided two-thirds (2/3) interest in the Existing Center Facilities, for so long as the District owns and operates the Spokane Center pursuant to the authority under Chapter 36.100 RCW.

8.2.3 Bill of Sale. A Bill of Sale, in the form attached as Attachment 8.2.3, transferring to the District good title to the Personal Property, free of all Encumbrances.

8.2.4 Assignment and Assumption Agreement. A fully executed Assignment and Assumption Agreement, in the form attached as Attachment 3.1.

8.2.5 Other Documents. A closing statement and any other documents required by the provisions of this Agreement or required by the Closing Agent in order to consummate the transactions contemplated in this Agreement.

8.2.6 Interlocal Agreement. A fully executed Interlocal Agreement.

8.3 Deliveries by the District. At Closing, the District shall deliver the following to the Closing Agent:

8.3.1 Lease. A Lease, in the form attached as Attachment 1.21.

8.3.2 Assignment and Assumption Agreement. An Assignment and Assumption Agreement, in the form attached as Attachment 3.1.

8.3.3 Other Documents. A closing statement and any other documents required by the provisions of this Agreement or required by the Closing Agent in order to consummate the transactions contemplated in this Agreement.

8.3.4 Financing of Project. Evidence satisfactory to the City that the District has obtained sufficient funds for financing of the Project.

8.3.5 Interlocal Agreement. A fully executed Interlocal Agreement.

8.4 Allocation of Costs and Expenses. Real property taxes and assessments, personal property taxes and assessments, and sums payable under Assumed Obligations, shall be prorated between the District and the City as of the Closing Date. The District shall pay all recording fees, real property excise, and sales and use, taxes to the extent applicable to this transaction, title insurance premiums, Closing Agent fees, and similar closing costs. Notwithstanding the foregoing, the City and the District shall cooperate with each other to prepare applications for exemptions that may be available for any such

taxes, assessments, fees, or sums. The City shall cooperate with the District in obtaining lawful exemptions from real property excise taxes, sales and use taxes, and other taxes or fees incident to the type of transactions contemplated by this Agreement. The District and the City shall each bear their respective costs of legal and professional counsel.

9. TERMINATION

9.1 Termination by Mutual Consent. This Agreement may be terminated by the mutual written consent of the City and the District at any time prior to Closing.

9.2 Failure to Close by December 31, 2003. Either party may immediately terminate this Agreement by written notice to the other party in the event Closing does not occur on or before December 31, 2003.

9.3 Effect of Termination. If the City or the District terminates this Agreement pursuant to this Section 9, all rights and obligations of the City and District under this Agreement shall terminate without liability of one party to the other; provided, however, that any obligation that the District has to reimburse the City for Additional Center Property Acquisition Costs under the Interlocal Agreement shall survive the termination.

10. MISCELLANEOUS

10.1 Additional Documents. Each party hereby agrees, upon the request of any other party, to execute any additional documents reasonably required to effectuate the purposes of the transactions contemplated herein.

10.2 Amendments. This Agreement may not be modified or amended, except by a written document executed by both the District and the City.

10.3 Applicable Law. This Agreement and the rights of the parties hereunder shall be governed by the laws of the state of Washington. Venue for any dispute arising under this Agreement shall be Spokane County, Washington.

10.4 Attorneys' Fees. In the event of a dispute under this Agreement, the substantially prevailing party in such dispute shall be entitled to recover from the substantially nonprevailing party all of its fees and costs (including attorneys' fees) associated with the resolution of such dispute.

10.5 Counterparts. This Agreement may be executed in any number of separate counterparts, all of which taken together shall be deemed one original instrument, notwithstanding that all parties are not signatory to the same counterpart.

10.6 Entire Agreement. This Agreement and the Interlocal Agreement contain the entire agreement between the parties with respect to the subject matter hereof, and supercede all prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof. In the event of a direct conflict between a provision of this Agreement and a provision of the Interlocal Agreement, the provision of this Agreement shall govern.

every of their respective successors and permitted assigns. No party's right or obligations under this Agreement may be assigned or otherwise transferred without the prior written consent of the other party.

10.13 Terminology and Interpretation. As used in this Agreement, the masculine, feminine, or neuter gender, and the singular and plural number, shall be deemed to include the others whenever the context so indicates or requires. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation". Each party agrees that any rule of contract interpretation or construction to the effect that ambiguities or uncertainties are to be resolved against the drafting party or the party who caused it to exist will not be applied in the construction or interpretation of this Agreement.

10.14 Relationship of Parties. This Agreement is a key element in a joint venture of the City and the District, undertaken for the public purpose of preserving the region's role in the convention and tourism industry, as authorized under Chapter 36.100 and 67.28 RCW. Except as necessary to preserve the joint nature of this endeavor, the City and the District execute this Agreement solely as transferor and transferee. No other relationship between the parties is intended or shall be deemed to exist as a result of the execution of this Agreement—including any partnership, corporation, company, or other legal entity.

10.15 Severability. In the event of a determination by any court of competent jurisdiction that a portion of this Agreement is invalid or unenforceable, such portion shall be deemed modified or eliminated in accordance with the court's order and the remaining portions of this Agreement shall nonetheless be enforced; provided, however, that if the court deems any restriction on the disclosure of information to be unenforceable, such restriction shall be modified by the court only to the extent required to make such restriction reasonable and enforceable.

10.16 Recitals and Attachments. The recitals contained at the beginning of this Agreement, and the Attachments attached to this Agreement, are material parts of this Agreement and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the Effective Date.

CITY OF SPOKANE

By: *John Powers, Jr*
Mayor John Powers

Attest: *Shirley Ruppinger*
Acting City Clerk

Approved as to form:



PROPERTY TRANSFER AGREEMENT ATTACHMENTS

✓1.14 Existing Center Property Description 9

✓1.21 Lease 10

1.25 Inventory of Personal Property 11

✓3.1 Assignment and Assumption Agreement..... 12

✓8.2.2 Quit Claim Deed 13

✓8.2.3 Bill of Sale for Personal Property..... 14

**ATTACHMENT 1.14
SPOKANE CENTER
PROPERTY TRANSFER AGREEMENT
EXISTING CENTER REAL PROPERTY**

The real property that the City will lease with purchase option to the District ("Real Property") includes the site on which the Spokane Opera House, the Spokane Convention Center, and the Washington State Agricultural Trade Center are located, and also five parcels which the City presently is using for parking purposes. The Real Property is described in more detail below, and the Real Property legal descriptions are set forth in the attached Supplemental Report No. 1 from First American Title Company of Spokane dated February 20, 2003, Order No. 283495-CB ("Title Report").

Parcel A:

Parcel A consists of the land on which the Spokane Opera House, the Spokane Convention Center, and the Washington State Agricultural Trade Center are located, as shown on the attached drawing, titled "Boundary Line Adjustment". Parcel A recently was the subject of City of Spokane Boundary Line Adjustment #Z03B0036. Parcel A formerly was part of Spokane County Assessor Tax Parcel No. 35185.0070. The City will apply for a tax parcel segregation including a new tax parcel number for Parcel A. This description of Parcel A may be amended to include the new tax parcel number when a new number is assigned to Parcel A.

The legal description for Parcel A is the same property described as "Parcel 1" in the Title Report.

Parcel B:

Parcel B consists of:

1. A parking area located at the NE corner of the Main Avenue and Washington Street Intersection, with a street address of 204 N. Washington Street, Tax Parcel No. 35184.2107.
2. A parking area located on the North side of Main avenue, with a street address of 330 W. Main Avenue, Tax Parcel No. 35184.2108.
3. A parking area located on the North side of Main avenue, with a street address of 334 W. Main Avenue, North Side, Parcel 35184.2109.
4. A parking area located on the North side of Main avenue, with a street address of 316 W. Main Avenue, Tax Parcel 35184.2112.

The legal description for Parcel B is the same property described as "Parcel D" in the Title Report.

Parcel C:

Parcel C is a parking area located on the North side of Spokane Falls Boulevard to the east of Spokane Falls Court, with an unknown street address, Parcel No. 35184.0412.

The legal description for Parcel C is the same property described as "Parcel E" in the Title Report.



FIRST AMERICAN TITLE COMPANY OF SPOKANE
1020 NORTH WASHINGTON STREET, SPOKANE, WASHINGTON 99201
PHONE (509) 838-5281 FAX (509) 838-3028

SUPPLEMENTAL REPORT NO. 1

TO: LUKINS & ANNIS, P.S.
717 WEST SPRAGUE, SUITE 1600
SPOKANE, WA, 99204
ATTN: TED STILES

OUR ORDER NO. 283495-CB

LOAN NO.: OPERA HOUSE

CC: TAYLOR ENGINEERING/RICK

XX THE PROPERTY COVERED BY OUR PENDING COMMITMENT HAS NOT BEEN REEXAMINED AND THIS SUPPLEMENTAL REPORT DOES NOT EXTEND THE EFFECTIVE DATE OF THE COMMITMENT, OR ANY SUPPLEMENTAL REPORTS TO THE COMMITMENT.

THERE HAVE BEEN NO CHANGES IN THE TITLE TO THE PROPERTY COVERED BY OUR PRELIMINARY COMMITMENT SINCE OUR LAST REPORT EXCEPT AS FOLLOWS:

THE LEGAL DESCRIPTION IS HEREBY AMENDED TO READ: SEE ATTACHED

DATED: FEBRUARY 20, 2003 AT 7:30 A.M.

BY:

Mark S. Capin

LEGAL DESCRIPTION

ORDER NO. 283495-CB-

PARCEL 1:

A PORTION OF HAVERMALE'S SECOND ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 148, AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M., CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED, AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF WASHINGTON STREET AND THE NORTH RIGHT OF WAY LINE OF SPOKANE FALLS BOULEVARD;
THENCE NORTH 87°05'15" EAST, ALONG THE NORTH LINE OF SAID SPOKANE FALLS BOULEVARD, 712.00 FEET TO THE SOUTHWEST CORNER OF SPOKANE FALLS COURT;
THENCE NORTH 02°50'49" WEST, ALONG THE WEST LINE OF SAID SPOKANE FALLS COURT AND PARALLEL WITH THE EAST RIGHT OF WAY LINE OF WASHINGTON STREET, 157.95 FEET (REC. 158.00 FEET);
THENCE NORTH 87°05'15" EAST, ALONG THE NORTH LINE OF SPOKANE FALLS COURT AND PARALLEL TO THE NORTH LINE OF SPOKANE FALLS BOULEVARD, 32.51 FEET (REC. 32.50 FEET);
THENCE NORTH 10°19'39" WEST, 10.14 FEET (REC. 10.08 FEET);
THENCE NORTH 12°34'07" WEST, 10.14 FEET;
THENCE NORTH 14°30'20" WEST, 10.21 FEET;
THENCE NORTH 15°36'04" WEST, 10.25 FEET;
THENCE NORTH 16°24'59" WEST, 10.23 FEET;
THENCE NORTH 18°01'49" WEST, 10.36 FEET;
THENCE NORTH 20°55'29" WEST, 10.51 FEET;
THENCE NORTH 25°56'46" WEST, 10.87 FEET;
THENCE NORTH 24°58'06" WEST, 3.82 FEET;
THENCE NORTH 02°50'49" WEST, PARALLEL WITH THE EAST RIGHT OF WAY LINE OF WASHINGTON STREET, 48.01 FEET (REC. 47.95 FEET);
THENCE NORTH 35°58'22" EAST, 10.24 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, THE RADIUS OF WHICH BEARS SOUTH 33°45'06" EAST, A DISTANCE OF 25.00 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 30°08'53", AN ARC DISTANCE OF 13.15 FEET TO A POINT 742.00 FEET EAST OF THE EAST RIGHT OF WAY LINE OF WASHINGTON STREET AND 301.00 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF SPOKANE FALLS BOULEVARD;
THENCE NORTH 02°50'49" WEST, 12.00 FEET;
THENCE NORTH 35°58'22" EAST, 67.76 FEET;
THENCE NORTH 42°07'28" EAST, 40.45 FEET;
THENCE NORTH 56°26'07" EAST, 68.56 FEET;
THENCE SOUTH 31°58'44" EAST, 47.24 FEET (REC. 47.23) FEET TO A POINT 895.01 FEET EAST OF THE EAST RIGHT OF WAY LINE OF WASHINGTON STREET AND 388.00 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF SPOKANE FALLS BOULEVARD;
THENCE NORTH 87°05'15" EAST, 730.36 FEET (REC. 730.38 FEET) TO THE WEST RIGHT OF WAY LINE OF DIVISION STREET;

THENCE NORTH 03°05'15" WEST, ALONG SAID WEST RIGHT OF WAY LINE 77.03 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS OF WHICH BEARS SOUTH 03°05'15" EAST, A DISTANCE OF 195.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 31°23'12", AN ARC DISTANCE OF 106.82 FEET TO THE BEGINNING OF A REVERSE CURVE THE RADIUS OF WHICH BEARS NORTH 34°28'27" WEST, A DISTANCE OF 150.00 FEET;
THENCE ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 18°18'01", AN ARC DISTANCE OF 47.91 FEET TO A POINT 145.71 FEET WEST OF THE WEST RIGHT OF WAY LINE OF DIVISION STREET AND 418.00 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF SPOKANE FALLS BOULEVARD;
THENCE SOUTH 87°05'15" WEST, PARALLEL WITH SAID NORTH RIGHT OF WAY LINE, 251.29 FEET TO A POINT 397.00 FEET WEST OF THE WEST RIGHT OF WAY LINE OF DIVISION STREET;
THENCE NORTH 03°05'15" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY LINE, 130.46 FEET;
THENCE NORTH 80°44'15" EAST, 84.09 FEET;
THENCE NORTH 84°21'00" EAST, 176.33 FEET;
THENCE NORTH 80°36'00" EAST, 86.86 FEET;
THENCE NORTH 82°33'30" EAST, 51.06 FEET (REC. 51.05 FEET) TO THE WEST RIGHT OF WAY LINE OF DIVISION STREET;
THENCE NORTH 03°05'15" WEST, ALONG SAID WEST RIGHT OF WAY LINE, 26.40 FEET;
THENCE SOUTH 73°18'46" WEST, 19.39 FEET;
THENCE SOUTH 63°12'14" WEST, 32.63 FEET;
THENCE SOUTH 72°13'24" WEST, 20.32 FEET;
THENCE SOUTH 82°06'10" WEST, 21.05 FEET;
THENCE SOUTH 85°05'30" WEST, 53.94 FEET;
THENCE SOUTH 85°36'01" WEST, 37.38 FEET;
THENCE SOUTH 81°27'48" WEST, 91.18 FEET;
THENCE SOUTH 81°28'18" WEST, 27.40 FEET;
THENCE SOUTH 81°39'06" WEST, 28.26 FEET;
THENCE SOUTH 81°22'21" WEST, 31.57 FEET;
THENCE SOUTH 82°48'52" WEST, 24.37 FEET;
THENCE SOUTH 79°50'33" WEST, 22.96 FEET;
THENCE SOUTH 81°13'51" WEST, 9.30 FEET;
THENCE SOUTH 83°01'55" WEST, 74.81 FEET;
THENCE SOUTH 82°41'31" WEST, 46.90 FEET;
THENCE SOUTH 82°54'44" WEST, 68.90 FEET;
THENCE SOUTH 86°30'10" WEST, 50.81 FEET;
THENCE SOUTH 88°24'39" WEST, 51.00 FEET;
THENCE NORTH 89°55'42" WEST, 31.12 FEET;
THENCE SOUTH 89°19'43" WEST, 29.16 FEET;
THENCE SOUTH 87°35'15" WEST, 28.09 FEET;
THENCE SOUTH 82°33'35" WEST, 29.40 FEET;
THENCE SOUTH 72°57'28" WEST, 5.64 FEET;
THENCE SOUTH 63°30'04" WEST, 4.49 FEET;
THENCE SOUTH 62°26'42" WEST, 23.20 FEET;
THENCE SOUTH 62°23'20" WEST, 27.23 FEET;
THENCE SOUTH 76°42'03" WEST, 41.02 FEET;
THENCE SOUTH 71°49'34" WEST, 46.60 FEET;
THENCE SOUTH 41°58'06" WEST, 41.14 FEET;

THENCE SOUTH 42°05'55" WEST, 101.61 FEET;
THENCE SOUTH 42°02'23" WEST, 50.88 FEET;
THENCE SOUTH 42°06'30" WEST, 62.27 FEET;
THENCE SOUTH 60°16'28" WEST, 2.58 FEET;
THENCE SOUTH 42°00'29" WEST, 42.09 FEET;
THENCE SOUTH 41°59'51" WEST, 83.72 FEET;
THENCE SOUTH 87°05'09" WEST, 50.65 FEET;
THENCE SOUTH 86°58'38" WEST, 109.39 FEET;
THENCE SOUTH 87°06'04" WEST, 138.61 FEET;
THENCE NORTH 69°30'57" WEST, 15.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO
THE LEFT THE RADIUS OF WHICH BEARS SOUTH 79°07'08" WEST, A DISTANCE OF 14.93 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 232°50'37", AN ARC
DISTANCE OF 60.68 FEET;
THENCE SOUTH 03°07'55" EAST, 19.91 FEET;
THENCE SOUTH 00°46'51" WEST, 3.96 FEET;
THENCE SOUTH 42°06'21" WEST, 75.74 FEET TO THE EAST RIGHT OF WAY LINE OF WASHINGTON
STREET;
THENCE SOUTH 02°50'49" EAST, ALONG SAID EAST RIGHT OF WAY LINE, 141.20 FEET TO THE
POINT OF BEGINNING.

EXCEPT ANY PORTION OF DEEDED TO STATE OF WASHINGTON ON MARCH 13, 1990, RECORDED
APRIL 9, 1990 UNDER AUDITOR'S FILE NO. 9004090075, IN SPOKANE COUNTY, WASHINGTON, FOR
STATE ROUTE #2, SPOKANE RIVER BRIDGE VICINITY AND DIVISION STREET.

AND EXCEPT ALL THAT PORTION CONDEMNED BY CAUSE NO. 91201392-1, SUPERIOR COURT OF
THE STATE OF WASHINGTON, IN AND FOR SPOKANE COUNTY, WASHINGTON FOR STATE ROUTE
#2, SPOKANE RIVER BRIDGE VICINITY AND DIVISION STREET.

PARCEL D:

ALL OF LOTS 6, 7 AND 10, AND LOT 9, EXCEPT THE WEST 47 FEET THEREOF, BLOCK 8,
RESURVEY AND ADDITION TO SPOKANE FALLS, ACCORDING TO PLAT RECORDED IN VOLUME
"A" OF PLATS, PAGE 1, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON;

ALSO A STRIP OR PARCEL OF LAND ADJOINING ON THE EAST THEREOF, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 10, AND RUNNING THENCE EAST 13.8
FEET, MORE OR LESS, TO THE WEST LINE OF BLOCK 7, HAVERMALE'S ADDITION;
THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 7 TO THE NORTH LINE OF MAIN
AVENUE;
THENCE WEST ALONG THE NORTH LINE OF MAIN AVENUE, 13.8 FEET, MORE OR LESS, TO THE
SOUTHEAST CORNER OF SAID LOT 10;
THENCE NORTH ALONG THE EAST LINE THEREOF TO THE PLACE OF BEGINNING.

PARCEL E:

ALL THAT PORTION OF BLOCK 2 OF HAVERMALE'S SECOND ADDITION, AS PER PLAT THEREOF RECORDED IN VOLUME "A" OF PLATS, PAGE 148, INCLUDING VACATED ALLEY AND VACATED MCCLELLAN STREET (ORIGINALLY CENTER STREET), LYING WITHIN, DEFINED AS FOLLOWS:

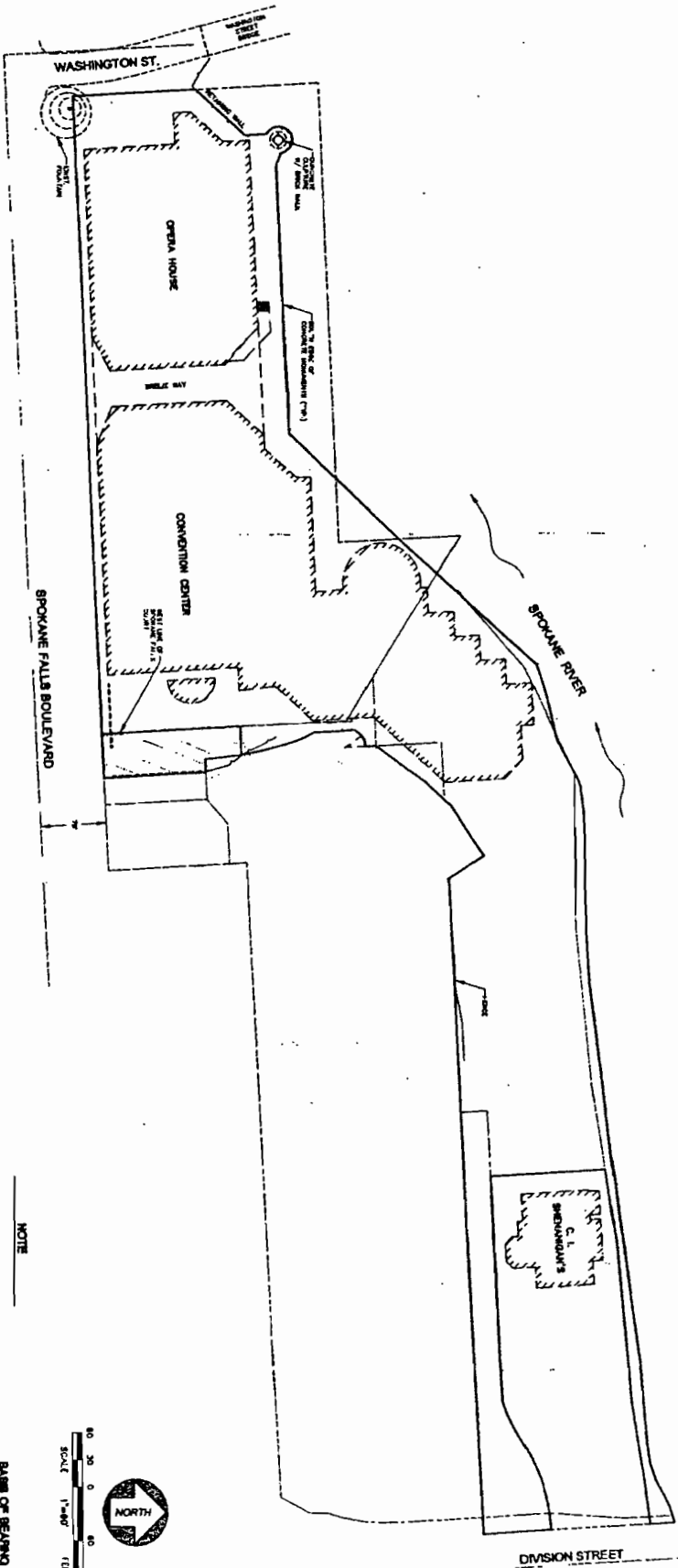
BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SPOKANE FALLS COURT AND THE NORTH LINE OF SPOKANE FALLS BOULEVARD;
THENCE EAST ALONG THE NORTH LINE OF SPOKANE FALLS BOULEVARD TO THE EAST LINE OF VACATED MCCLELLAN STREET;
THENCE NORTH ALONG THE EAST LINE OF VACATED MCCLELLAN STREET 158 FEET TO A POINT;
THENCE WEST ALONG A LINE 158 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF SPOKANE FALLS BOULEVARD TO A POINT 744.50 FEET EAST OF THE EAST LINE OF WASHINGTON STREET;
THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT THAT IS 747 FEET EAST OF THE EAST LINE OF WASHINGTON STREET AND 116 FEET NORTH OF THE NORTH LINE OF SPOKANE FALLS BOULEVARD;
THENCE EAST ALONG A LINE 116 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF SPOKANE FALLS BOULEVARD 45 FEET TO A POINT;
THENCE SOUTH ALONG A LINE 792 FEET EAST OF AND PARALLEL TO THE EAST LINE OF WASHINGTON STREET TO THE NORTH LINE OF SPOKANE FALLS BOULEVARD AND THE POINT OF BEGINNING;

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 747 FEET EAST OF THE EAST LINE OF WASHINGTON STREET AND 116 FEET NORTH OF THE NORTH LINE OF SPOKANE FALLS BOULEVARD;
THENCE NORTH IN A STRAIGHT LINE TO A POINT 744.5 FEET EAST OF THE EAST LINE OF WASHINGTON STREET AND 158 FEET NORTH OF THE NORTH LINE OF SPOKANE FALLS BOULEVARD;
THENCE EAST PARALLEL WITH THE NORTH LINE OF SPOKANE FALLS BOULEVARD TO THE EAST LINE OF VACATED MCCLELLAN STREET;
THENCE SOUTH ALONG THE EAST LINE OF MCCLELLAN STREET A DISTANCE OF 20 FEET;
THENCE WEST PARALLEL WITH THE NORTH LINE OF SPOKANE FALLS BOULEVARD TO THE WEST LINE OF VACATED MCCLELLAN STREET;
THENCE SOUTHWESTERLY TO A POINT 116 FEET NORTH OF THE NORTH LINE OF SPOKANE FALLS BOULEVARD AND 792 FEET EAST OF THE EAST LINE OF WASHINGTON STREET;
THENCE WEST PARALLEL WITH THE NORTH LINE OF SPOKANE FALLS BOULEVARD TO THE POINT OF BEGINNING.

BOUNDARY LINE ADJUSTMENT

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 18, T.28N., R.43E., W.M.,
CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON



NOTE

1. 1/4 SECTION 18, T.28N., R.43E., W.M. IS SHOWN AS A WHOLE IN THE ORIGINAL RECORD.

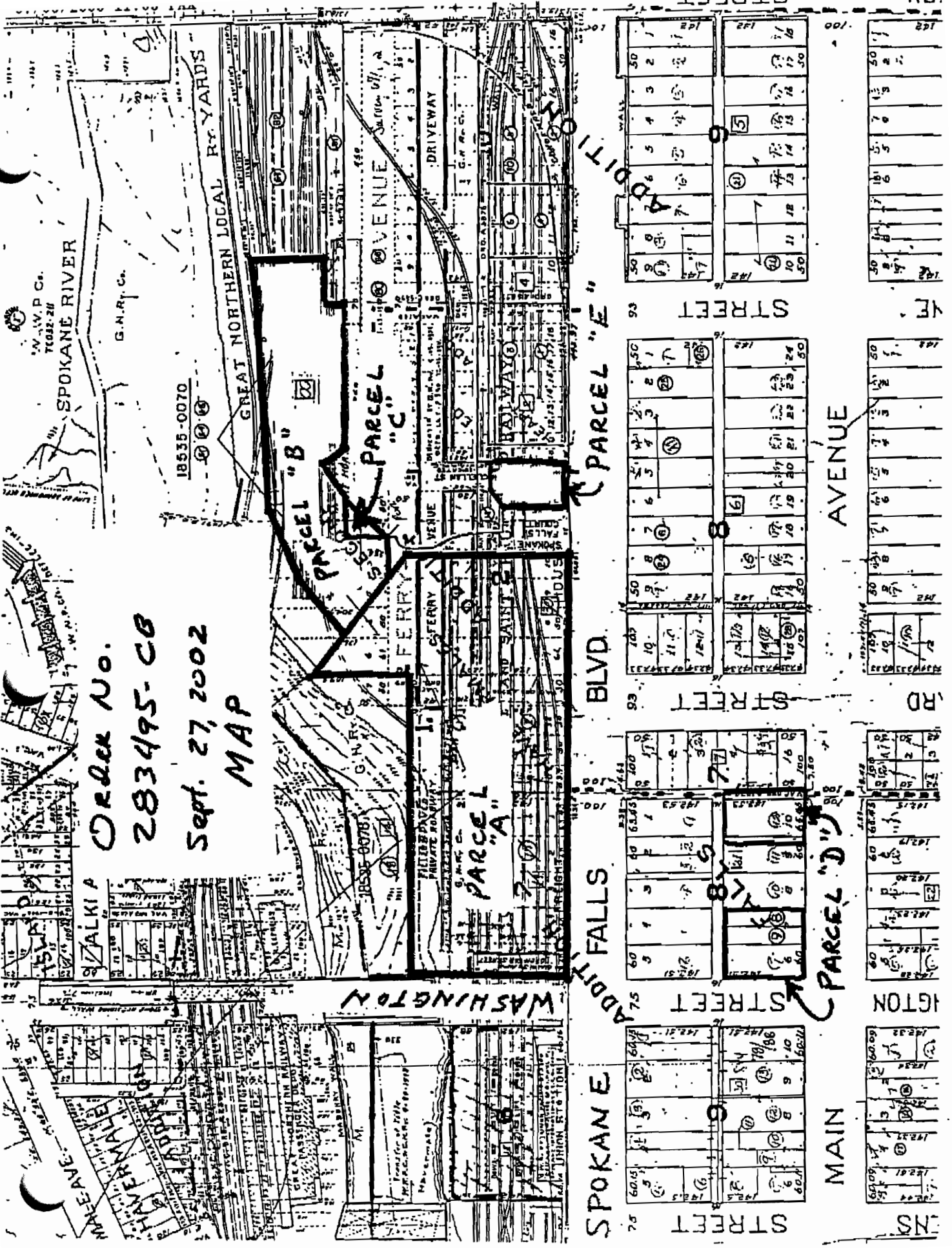
2. THE BOUNDARY LINE ADJUSTMENT IS BASED ON THE RECORD OF THE ORIGINAL SURVEY AND THE RECORD OF THE ADJUSTMENT SURVEY.

PLAN OF RECORD

1. 1/4 SECTION 18, T.28N., R.43E., W.M. IS SHOWN AS A WHOLE IN THE ORIGINAL RECORD.

2. THE BOUNDARY LINE ADJUSTMENT IS BASED ON THE RECORD OF THE ORIGINAL SURVEY AND THE RECORD OF THE ADJUSTMENT SURVEY.

REVISIONS	DATE	BY	SCALE	SHEET



Order No.
283495-CB
Sept. 27, 2002
MAP

W.V.P. Co.
70022-20
SPOKANE RIVER
G.N.R. Co.
18535-0070
GREAT NORTHERN LOCAL RR YARDS

SPOKANE E

ADDITT FALLS

BLVD.

PARCEL "E"

WASHINGTON

PARCEL "A"

FERRY

PARCEL "C"

PARCEL "B"

MAIN

PARCEL "D"

STREET

STREET

STREET

STREET

STREET

STREET

STREET

STREET

AVENUE

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

05/06/2013

Date Rec'd	4/24/2013
Clerk's File #	RES 2013-0032
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CLAIMS

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	SALVATORE J. 625-6818 FAGGIANO
Contact E-Mail	SFAGGIANO@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0500 RESOLUTION APPROVING SETTLEMENT.

Agenda Wording

Resolution approving settlement on claim of Scott Stephens arising out of an incident on December 19, 2012.

Summary (Background)

This claim was settled.

Fiscal Impact

Expense \$ 190,000.00

Select \$

Select \$

Select \$

Budget Account

5800-78100-14780-54601

#

#

#

Approvals**Dept Head** BURNS, BARBARA**Division Director****Finance** LESESNE, MICHELE**Legal** BURNS, BARBARA**For the Mayor** SANDERS, THERESA**Council Notifications****Study Session****Other****Distribution List**

sfaggiano@spokanecity.org

dstragier@spokanecity.org

Additional Approvals**Purchasing**

RESOLUTION RE SETTLEMENT OF
CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, the City of Spokane has received a claim for damages from Scott Stephens, hereinafter "claimant." The allegations set forth in and the subject of said claim relate to an incident that occurred on or about December 19, 2012 resulting in damages to claimant.

WHEREAS, the parties have mutually agreed to release each other from and waive their rights to bring all claims, counter-claims, and cross-claims that relate to the incident, claim and facts referred to therein.

WHEREAS, the City has determined to resolve all differences with claimant and any third parties who may claim a subrogated interest against the City for a payment of \$190,000.00 total monies; and

WHEREAS, the claimant has agreed to accept said payment and in return to provide a release of all claims to the City.

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

That the City of Spokane authorizes the payment to claimant in the amount of \$190,000.00, in return the claimant will provide a signed release fully extinguishing all claims in connection with the claim and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees and contractors, against all loss or liability in connection with said claim.

PASSED the City Council this _____ day of _____, 2013.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:

05/06/2013

Date Rec'd	4/24/2013
Clerk's File #	ORD C34981
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS & UTILITIES
Contact Name/Phone	RICK ROMERO 625-6361
Contact E-Mail	RROMERO@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	5200-COMBINING WATER-WASTEWATER FUND

Agenda Wording

An ordinance combining the water and sewer funds, adopting a new SMC section 7.08.402 and repealing SMC sections 7.08.400 and 7.08.401 and setting an effective date.

Summary (Background)

The City of Spokane has evaluated the operations and management of the City's Water and Hydroelectric Services Department and Wastewater Management Department; and as a result of this evaluation it has been determined that efficiencies and economies can be achieved by combining the two department funds and pursuant to RCW 35.67.331, it is necessary to amend the Spokane Municipal Code to reflect the change in processing.

Fiscal Impact

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

Budget Account

#
#
#
#

Approvals

Dept Head	ROMERO, RICK
Division Director	
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	PWC 4/22/13
Other	
Distribution List	
	eschoedel@spokanecity.org
	rromero@spokanecity.org
	cmarchand@spokanecity.org
	bpatrick@spokanecity.org
	pdolan@spokanecity.org

ORDINANCE NO. C34981

AN ORDINANCE combining the water and sewer funds; adopting a new section 7.08.402 to chapter 7.08 SMC; repealing SMC sections 7.08.400 and 7.08.401; and setting an effective date.

WHEREAS, the City of Spokane has evaluated the operations and management of the City's Water and Hydroelectric Services Department and Wastewater Management Department; and

WHEREAS, as a result of this evaluation it has been determined that efficiencies and economies can be achieved by combining the two department funds and pursuant to RCW 35.67.331, it is necessary to amend the Spokane Municipal Code to reflect the change in processing; -- Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new SMC section 7.08.402 to read as follows:

7.08.402 Water-Wastewater Fund

- A. There is established the "water-wastewater fund". The funds presently known as the water fund and the sewer fund are abolished and in their place is established the new single combined "water-wastewater fund, effective the date of this ordinance.
- B. All receipts for water, hydroelectric services, wastewater services and all monies received by the water and hydroelectric services department or the wastewater management department, from the effective date of this ordinance, shall be deposited with the city treasurer and become a part of the water-wastewater fund.
- C. All the expenses and expenditures relating to the city water and hydroelectric services department and wastewater management department shall be paid from the water-wastewater fund.
- D. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City
- E. Any existing reserve accumulations as of the effective date of this ordinance shall be maintained and used as to their original designation.

Section 2. That SMC section 7.08.400 is repealed.

~~((7.08.400 — Water Fund~~

~~A. There is established a "water fund" which includes the hydroelectric function into which are paid all revenues derived from utilities operations, except wastewater and solid waste, and other receipts from deposits, charges and grants.~~

~~B. As provided in the annual budget, the water fund is appropriated to salaries and wages, maintenance and operation, debt service and capital improvements.))~~

Section 3. That SMC Section 7.08.401 is repealed.

~~**((7.08.401 Sewer Fund**~~

~~A. There is established a "sewer fund" into which shall be paid all revenues derived from sewer operations and from any other sewer related sources.~~

~~B. The sewer fund shall be budgeted annually for sewer operations. All moneys necessary for salaries and wages, other maintenance and operation costs, capital improvements and debt service shall be appropriated and paid from the sewer fund in such a way as to allow necessary and proper accounting and financial reporting of sewer operations.))~~

Section 4. Effective Date. This ordinance shall take effect and be in full force on July 3, 2013.

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
Creation of Water-Wastewater Fund
& Related Reorganization
City of Spokane Utilities Division
April 18, 2013

Subject

The creation of a combined Water-Wastewater Fund and related organizational changes.

Purpose

These changes will support integrated and holistic capital planning for water and wastewater.

Additionally, the changes will result in:

- Improved responsiveness.
- Greater flexibility to address emergent issues.
- The opportunity to leverage revenues to increase debt capacity.

For the long term, this approach will allow for better-maintained water and wastewater infrastructure to serve our community and its future growth.

Background

Our Water and Wastewater utilities truly are two parts of the City's water management system, if you will. The systems of pumps and piping are similar in both areas, and we find a comparable ongoing need for capital construction and main replacement. Both sides of the system have responsibilities to protect the aquifer, wellheads, and ultimately the quality of our drinking water, and additionally, efforts to reduce water consumption benefit both water and wastewater. To gain efficiencies, it has become clear that change is needed.

The Utilities Division is proposing a financial merger of the Water and Sewer Funds, creating the new Water-Wastewater Fund to support integrated and holistic capital planning for water and wastewater into the future. To support this merged approach, the Division also proposes blending engineering staff for water and wastewater capital projects who would be relocated to City Hall. It should be noted, however, that current capital reserves would be maintained separately and spent on projects in their respective areas.

The City would retain separate Water and Wastewater departments, and the operational budgets for those two departments would remain separate. Financial decisions and budgeting would be managed by the Utilities Division Director, and day-to-day operations would be managed by Operational Department Directors in each area.

Customers would continue to see separate line items on their utility bills for water and wastewater, and we anticipate near-term capital expenditures to be made consistent with the current split for water and wastewater charges. As you know, we have an aggressive construction schedule anticipated to deal with overflows from combined sewers and managing stormwater over the next 5 years, making wastewater expenditures higher during this period.

We recommend revisiting the rate structure in the future. We may want to consider development a single rate for an overall water management system that would incorporate the basic water charge as well as the wastewater component of our utility bills. We would recommend continuing a separate charge for water usage and possibly stormwater. We believe this review should be undertaken over time as this concept evolves.

Recommendation

Staff recommends Council approval of an ordinance to create the proposed combined Water-Wastewater Fund and support of the related organizational changes.



Agenda Sheet for City Council Meeting of:

05/06/2013

Date Rec'd	4/24/2013
Clerk's File #	ORD C34982
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BEN STUCKART & 625.6255 JON SNYDER
Contact E-Mail	BSTUCKART@SPOKANECITY.ORG, JSNYDER@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 ACCESS TO SPOKANE RIVER

Agenda Wording

An ordinance relating to the lawful use and access to the Spokane River; amending SMC section 10.19.010 of the Spokane Municipal Code.

Summary (Background)

SMC 10.19.010 currently prohibited access into the Spokane River from the east line of the Division Street bridge to the west line of the Monroe Street bridge. This ordinance would amended that boundary with the Division Street bridge from the east line to the west line, thereby allowing development of access under the Division Street bridge.

Fiscal Impact

Select	\$
Select	\$
Select	\$
Select	\$

Budget Account

#
#
#
#

Approvals

Dept Head	WESTFALL, JENNIFER
Division Director	
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	

Distribution List

Additional Approvals

Purchasing

ORDINANCE NO. C34982

An ordinance relating to the lawful use and access to the Spokane River; amending SMC section 10.19.010 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC section 10.19.010 is amended to read as follows:

10.19.010 Swimming in River

- A. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon the water of the Spokane River at any point between the ((east)) west line of the Division Street bridge and the west line of the Monroe Street bridge.
- B. The chief of police may, in accordance with procedures and criteria the chief may from time to time prescribe, grant permits for a person or persons to be in that portion of the Spokane River known as the forebay, being the south channel between Havermale Island and the south bank.
- C. The fact that a person is wearing or in possession of swimming, diving or flotation gear or equipment on the bank of the river in the prohibited portion is sufficient ground for an arrest for attempt under this section and shall be prima facie evidence of intent.

PASSED BY THE CITY COUNCIL ON _____, 2013.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
05/06/2013

Date Rec'd	4/24/2013
Clerk's File #	ORD C34983
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	ELDON BROWN 625-6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0370-BOONE-DAKOTA STREET VACATION-GU

Agenda Wording

Vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue (see attached)

Summary (Background)

At its legislative session held April 8, 2013 the City Council set a hearing on the above vacation for May 6, 2013. Since that time, staff has solicited responses from all concerned parties.

Fiscal Impact		Budget Account
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
Approvals		Council Notifications
<u>Dept Head</u>	TAYLOR, MIKE	<u>Study Session</u>
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>
<u>Legal</u>	BURNS, BARBARA	sdecker@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	htrautman@spokanecity.org
<u>Additional Approvals</u>		
<u>Purchasing</u>		

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C34983

An ordinance vacating Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st Sub-Division of Block "A" in 3rd Sinto Addition to the East line of Dakota Street

WHEREAS, a petition for the vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st Sub-Division of Block "A" in 3rd Sinto Addition to the East line of Dakota Street has been filed with the City Clerk representing 100 percent of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st Sub-Division of Block "A" in 3rd Sinto Addition to the East line of Dakota Street is hereby vacated. NE ¼ of S17 T25 R43, parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, CenturyLink, 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: _____



CITY OF SPOKANE
DEPARTMENT OF ENGINEERING SERVICES

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6700 FAX (509) 625-6349

STREET VACATION REPORT
May 6, 2013

LOCATION: Vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st Sub-Division of Block "A" in 3rd Sinto Addition to the East line of Dakota Street

PROPONENT: Gonzaga University

PURPOSE: Extending Johnson Mall

HEARING: May 6, 2013

REPORTS:

AVISTA UTILITIES – No objection, retain easement for both electric and natural gas facilities in the area to be vacated.

COMCAST – No objection.

CENTURYLINK – No objection, retain easement for facilities in this area including a conduit run, manholes and fiber.

ASSET MANAGEMENT - CAPITAL PROGRAMS – There are sewer, stormwater and water services in the proposed vacation areas. Access will need to be maintained to these services.

FIRE DEPARTMENT – Property owners must maintain full fire access roads through the entire proposed vacation area with no dead ends. Please contact Spokane Fire Department for road requirements. Fire hydrant access must also be maintained.

NEIGHBORHOOD SERVICES – No comment.

PARKS DEPARTMENT – No comment.

PLANNING & DEVELOPMENT – DEVELOPER SERVICES - The City will require a utility easement for sewer and water for the full width of the

Right-of-Way. Gonzaga will take over maintenance and ownership of the sewer line that extends west from the manhole in the intersection of Desmet Avenue and Dakota Street (they will own the main from the manhole). The plans for termination and closure must be submitted and accepted by Developer Service prior to construction and the improvements must be satisfactorily constructed before final vacation approval. The improvements on the east end of Desmet Avenue should be covered as a part of the current project and as such will not require a separate submittal. After vacation all of the existing parcels should be aggregated to insure no parcel is land locked.

PLANNING & DEVELOPMENT – TRAFFIC DESIGN - Error! Bookmark not defined.

PLANNING & DEVELOPMENT – PLANNING – Planning supports this street vacation as a planned progression of growth for the Gonzaga Campus.

POLICE DEPARTMENT – No comment.

SOLID WASTE MANAGEMENT – No comment.

STREET DEPARTMENT –

Boone Avenue, from Dakota Street to Cincinnati Street:

The vacation of Boone, from Dakota to Cincinnati is unique in that it is not a dead end situation.

Since Gonzaga University is the property owner on both sides of Dakota, from Sharp Avenue to Boone Avenue, we recommend this vacation of Boone to also include the vacation of Dakota, from Sharp to Boone.

If Gonzaga does not pursue the further vacation of Dakota, from Sharp to Boone, it will create a condition that does not meet the City standards for a dead end situation with proper turn around.

It will also create a situation that will be unrealistic for the City to maintain, and as such, the City will require Gonzaga University to take over all maintenance responsibilities.

The following comments pertain specifically to the Vacation of Boone Avenue, from Dakota Street to Cincinnati Street:

1. Eliminate the all-way stop at Dakota and Boone.
2. The crosswalk markings on Dakota at Boone are no longer warranted with the vacation of Boone. However, the crosswalks may remain, but Gonzaga University will be responsible for their maintenance, the City of Spokane will remove them from their maintenance list.
3. The stop bar markings on Dakota at Boone must be permanently removed since the all-way stop at this intersection will be removed.

4. Remove the stop signs on Cincinnati at Boone, both northbound and southbound (NW and SE corners). This will now be a “tee” intersection and the stop signs are not warranted.
5. Permanently remove the stop bar markings at the intersection of Cincinnati and Boone, on Cincinnati.
6. To identify Boone, from Dakota to Cincinnati, as a vacated private street install sidewalk, curb, and driveway approaches at the entrances to the vacated Boone Street from Dakota and from Cincinnati.
7. Notify the City of Spokane, Street Department, Signs and Markings Division (232-8803) when the street vacation work will be removing the City of Spokane signs related to this vacation. Sign removals will include stop signs, street name signs, and parking regulation signs. The City of Spokane, Signs and Markings Division, will make arrangements with the contractor to retrieve those signs.
8. City standard turn around shall be provided at Dakota and Boone, if Dakota is not vacated from Boone to Sharp.

Dakota Street, Boone Avenue to Desmet Avenue:

The following comments pertain specifically to the Vacation of Dakota Street, Boone Avenue to Desmet Avenue:

1. Proper turn around shall be provided for the alley.
2. City standard turn around shall be provided at Dakota and Boone, if Dakota is not vacated from Boone to Sharp.
3. Install necessary signage to identify this as a dead end street.
4. To identify Dakota, from Boone to Desmet, as a vacated private street install sidewalk, curb, and driveway approaches at the entrances to the vacated Dakota Street at Boone.
5. Notify the City of Spokane, Street Department, Signs and Markings Division (232-8803) when the street vacation work will be removing the City of Spokane signs related to this vacation. Sign removals will include stop signs, street name signs, and parking regulation signs. The City of Spokane, Signs and Markings Division, will make arrangements with the contractor to retrieve those signs.
6. City standard turn around shall be provided at Dakota and Boone, if Dakota is not vacated from Boone to Sharp.

Desmet Avenue, Dakota Street to Mid Block between Dakota and Cincinnati:

The City recommends the vacation of Desmet Avenue from Dakota Street to Cincinnati Street if at all possible.

If Gonzaga does not pursue the full vacation of Desmet from Dakota to Cincinnati, it will create a condition that does not meet the City standards for a dead end situation with proper turn around.

It will also create a situation that will be unrealistic for the City to maintain, and as such, the City will require Gonzaga University to take over all maintenance responsibilities.

The following comments pertain specifically to the Vacation of Desmet Avenue from Dakota Street to Cincinnati Street:

1. City standard turn around shall be provided at Desmet, west of Cincinnati, if Desmet is not fully vacated from Dakota to Cincinnati.
2. To identify Desmet (mid block) as a vacated private street install sidewalk, curb, and driveway approaches at the entrance to the vacated Desmet Avenue.
3. Install necessary signage to identify this as a dead end street.
4. Notify the City of Spokane, Street Department, Signs and Markings Division (232-8803) when the street vacation work will be removing the City of Spokane signs related to this vacation. Sign removals will include stop signs, street name signs, and parking regulation signs. The City of Spokane, Signs and Markings Division, will make arrangements with the contractor to retrieve those signs.
5. City standard turn around shall be provided at Desmet (mid block), if Desmet is not vacated from Dakota to Cincinnati.

WASTEWATER MANAGEMENT – There are a number of sewer and storm assets in the proposed vacation area. In order to maintain these assets, Wastewater Management requests an easement be maintained to allow access to these assets for potential repair and upkeep. The easement should cover the full right-of-way of both Dakota and Desmet. Wastewater Management would also like to privatize the portion of the sewer from the current sewer manhole in the intersection of Desmet and Dakota west to the current private sewer and manhole. All storm water for the area should be collected and treated on-site.

WATER DEPARTMENT – No comment.

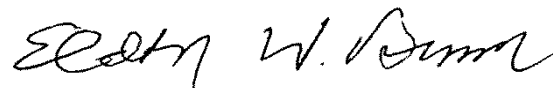
BICYCLE ADVISORY BOARD – No objection.

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

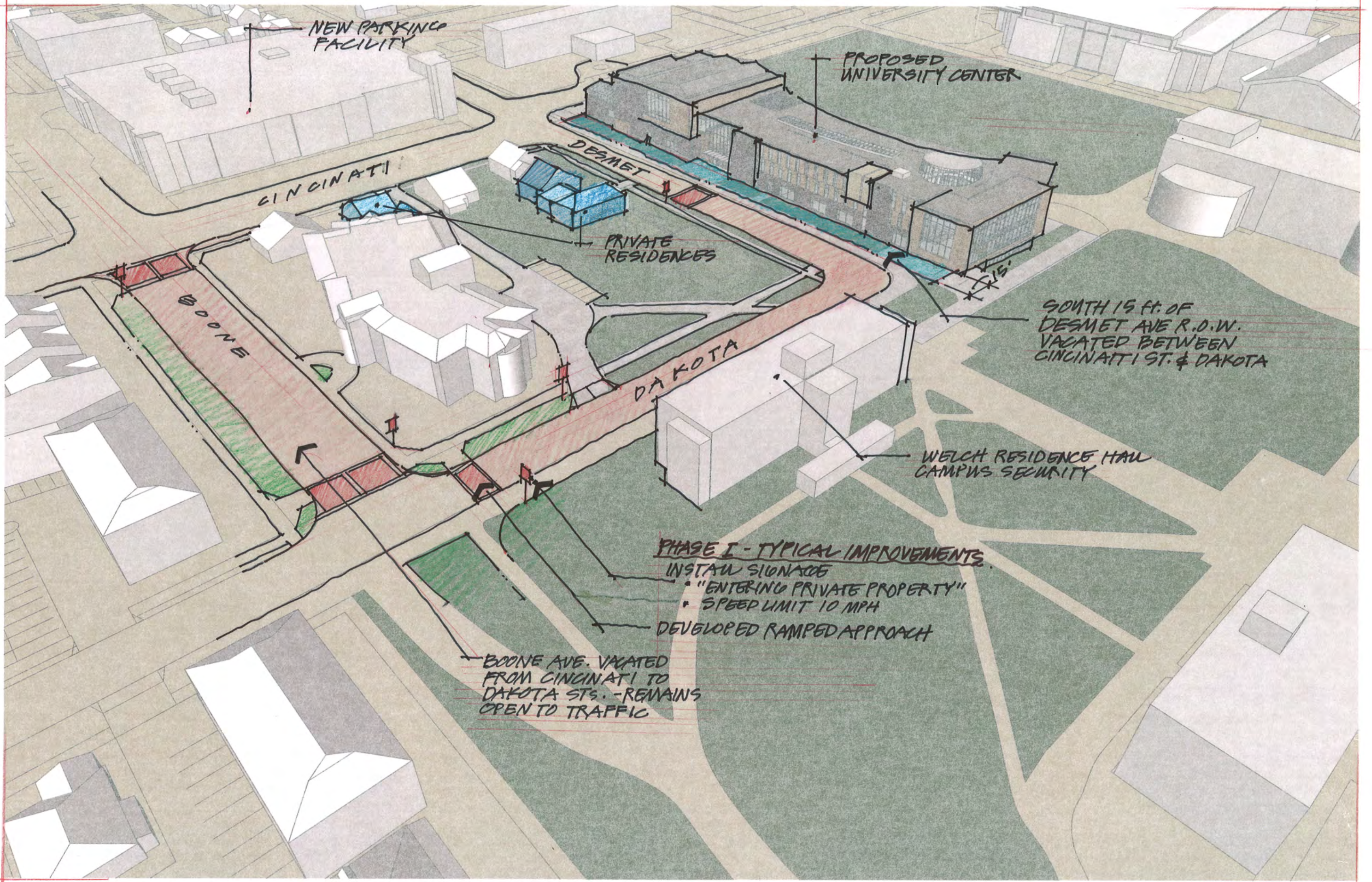
1. An easement as requested by Century Link, Avista and the City of Spokane shall be retained to protect existing and future utilities.

2. Property owners must maintain full fire access roads through the entire proposed vacation area with no dead ends. Access to fire hydrant must be maintained.
3. On-site runoff must be collected and treated on the site
4. Gonzaga will take over maintenance and ownership of the sewer line that extends west from the manhole in the intersection of Desmet Avenue and Dakota Street.
5. The plans for termination and closure must be submitted and accepted by Developer Service prior to construction and the improvements must be satisfactorily constructed before final vacation approval. The improvements on the east end of Desmet Avenue should be covered as a part of the current project and as such will not require a separate submittal.
6. Eliminate the all-way stop at Dakota and Boone. Remove the stop signs on Cincinnati at Boone, both northbound and southbound (NW and SE corners). This will now be a “tee” intersection and the stop signs are not warranted.
7. The crosswalk markings on Dakota at Boone are no longer warranted with the vacation of Boone. However, the crosswalks may remain, but Gonzaga University will be responsible for their maintenance, the City of Spokane will remove them from their maintenance list.
8. The stop bar markings on Dakota at Boone must be permanently removed since the all-way stop at this intersection will be removed. Also permanently remove the stop bar markings at the intersection of Cincinnati and Boone, on Cincinnati.
9. To identify Boone, from Dakota to Cincinnati, as a vacated private street install sidewalk, curb, and driveway approaches at the entrances to the vacated Boone Street from Dakota and from Cincinnati. To identify Dakota, from Boone to Desmet, as a vacated private street install sidewalk, curb, and driveway approaches at the entrances to the vacated Dakota Street at Boone. To identify Desmet (mid block) as a vacated private street install sidewalk, curb, and driveway approaches at the entrance to the vacated Desmet Avenue.
10. City standard turn around shall be provided at Dakota and Boone, if Dakota is not vacated from Boone to Sharp. Proper turn around shall be provided for the alley. City standard turn around shall be provided at Desmet, west of Cincinnati, if Desmet is not fully vacated from Dakota to Cincinnati.
11. Install necessary signage to identify Desmet as a dead end street.

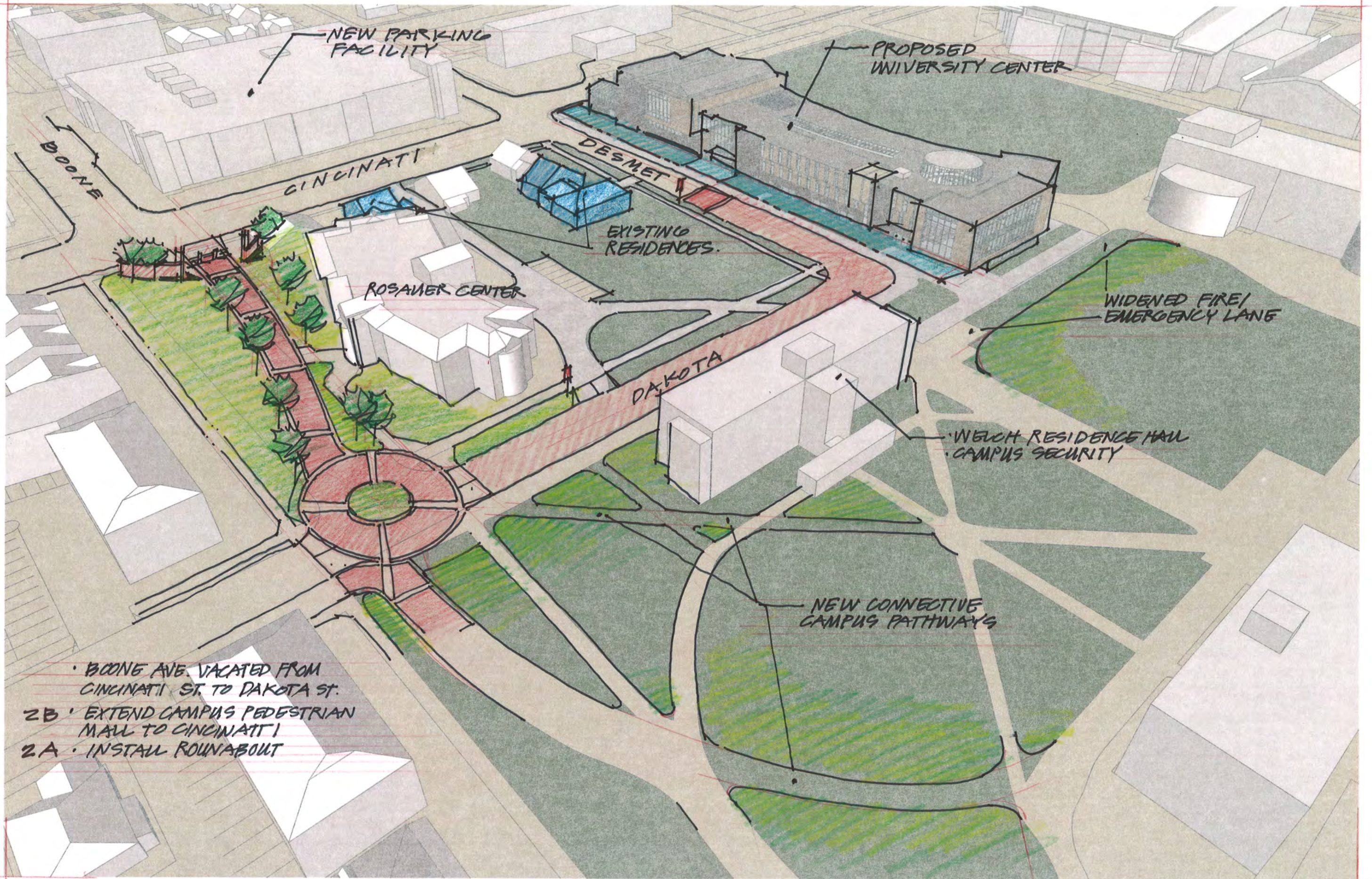
12. Notify the City of Spokane, Street Department, Signs and Markings Division (232-8803) when the street vacation work will be removing the City of Spokane signs related to this vacation. Sign removals will include stop signs, street name signs, and parking regulation signs. The City of Spokane, Signs and Markings Division, will make arrangements with the contractor to retrieve those signs.
13. Existing parcels should be aggregated to insure no parcel is land locked.
14. In accordance with the agreement with Gonzaga University approved by the City Council on September 27, 1993, the City suspends the provision that it will charge the appraised valuation for the vacated land in consideration of two easements that were previously granted to the City by Gonzaga University.
15. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 31, 2015



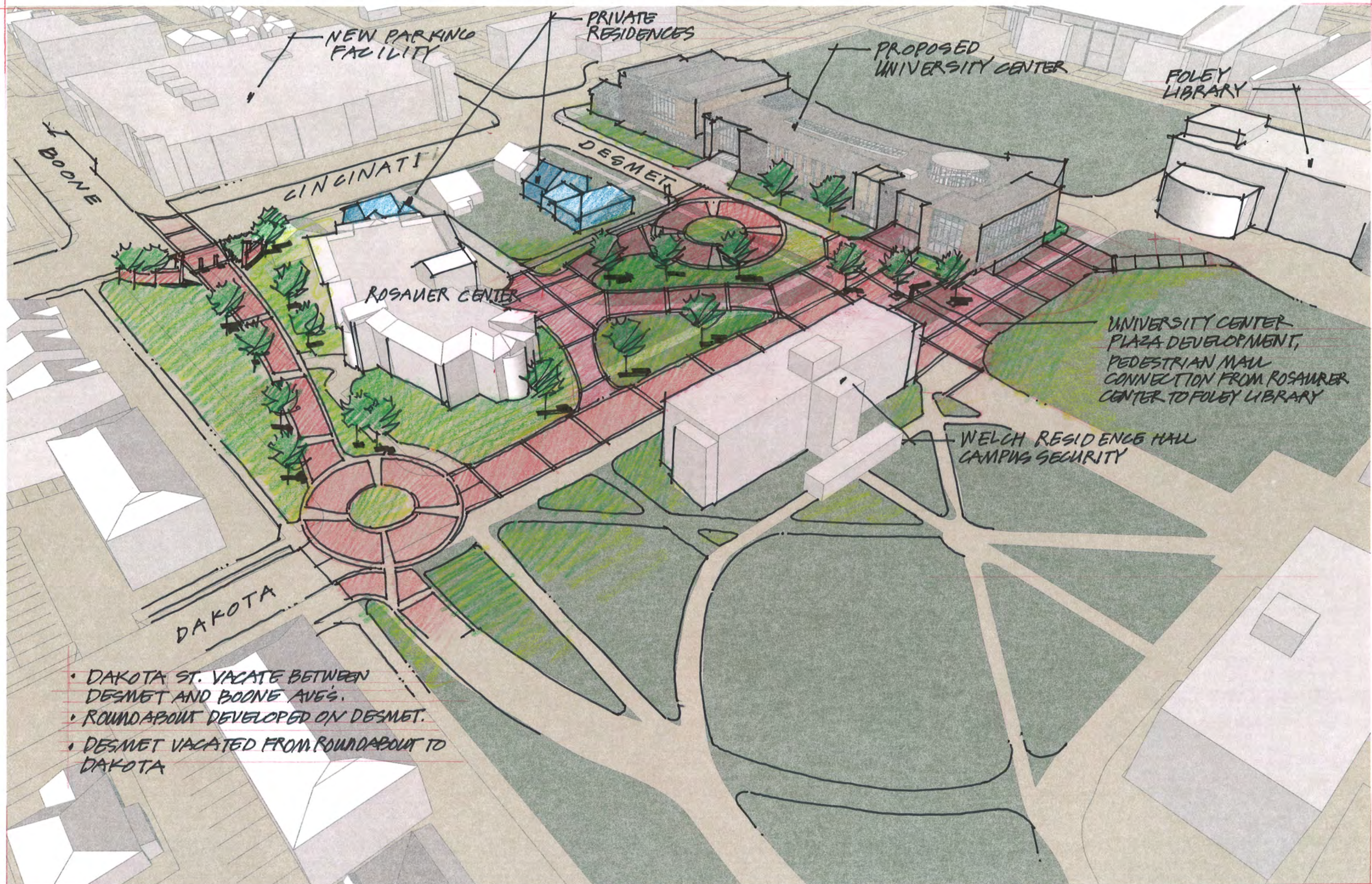
Eldon Brown, P.E.
Principal Engineer – Developer Services



PHASE I



- BOONE AVE. VACATED FROM CINCINNATI ST. TO DAKOTA ST.
- 2B • EXTEND CAMPUS PEDESTRIAN MALL TO CINCINNATI
- 2A • INSTALL ROUNABOUT



NEW PARKING FACILITY

PRIVATE RESIDENCES

PROPOSED UNIVERSITY CENTER

FOLEY LIBRARY

BOONE

CINCINATI

DESMET

ROSAUER CENTER

UNIVERSITY CENTER PLAZA DEVELOPMENT, PEDESTRIAN MALL CONNECTION FROM ROSAUER CENTER TO FOLEY LIBRARY

WELCH RESIDENCE HALL CAMPUS SECURITY

DAKOTA

- DAKOTA ST. VACATE BETWEEN DESMET AND BOONE AVE'S.
- ROUNDABOUT DEVELOPED ON DESMET.
- DESMET VACATED FROM ROUNDABOUT TO DAKOTA