

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JULY 8, 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

- | | | |
|---|----------------|------------------------------|
| 1. Additional purchase of one 2014 Freightliner M2-106 Truck Chassis from Freedom Truck Center (Spokane, WA) by Fleet Services Department for the Wastewater Department—\$106,708.62 (including tax). | Approve | OPR 2010-0585
BID 3709-10 |
| 2. Value Blanket Orders, using Washington State Contract #01712, with: | Approve
All | |
| a. Wingfoot, Inc. (Spokane, WA) for purchase of 16", 17," and 18" Goodyear tires for Police vehicles on an "as needed" basis—\$85,000 (including tax). | | OPR 2013-0500 |
| b. TDS Tires, Inc. (Spokane, WA) for purchase of miscellaneous tires for the Fleet Services Department on an "as needed" basis—\$340,000 (including tax). | | OPR 2013-0501 |

- 3. **Low bids meeting specifications of:**
 - a. **Clyde/West, Inc. (Spokane, WA) for one Omco Street Flusher/De-icer System as a replacement unit for the Street Department—\$131,958.85 (including tax).** Approve
All
OPR 2013-0502
BID 3942-13
 - b. **Owen Equipment Company (Kent, WA) for one High Velocity Sewer Cleaner Jet Rodder Body as a replacement unit for the Wastewater Department—\$175,991.69 (including tax).** OPR 2013-0503
BID 3948-13

- 4. **Low Bids of:**
 - a. **Red Diamond Construction, Inc. (Spokane Valley, WA) for Riverside Avenue from Altamont Street to Cook Street and Cook Street from Sprague Avenue to Riverside Avenue—\$215,193.31 (plus tax). An administrative reserve of \$21,519.33 (plus tax), which is 10% of the contract price (plus tax), will be set aside.** Approve
All &
Authorize
Contracts
PRO 2012-0019
LID 2012049
 - b. **Red Diamond Construction, Inc. (Spokane Valley, WA) for Nebraska Avenue from Lincoln Street to Post Street—\$76,001.55 (plus tax). An administrative reserve of \$7,600.15 (plus tax), which is 10% of the contract price (plus tax), will be set aside.** PRO 2012-0028
LID 2012059
 - c. **Red Diamond Construction, Inc. (Spokane Valley, WA) for Downtown Bicycle Network Completion—\$394,509. An administrative reserve of \$39,450.90, which is 10% of the contract price, will be set aside.** PRO 2013-0015
ENG 2011074
 - d. **Bacon Concrete, Inc. (Colbert, WA) for Shiloh Hills Elementary Sidewalks—\$132,760. An administrative reserve of \$13,276, which is 10% of the contract price, will be set aside.** PRO 2013-0016
ENG 2012135
 - e. **Spokane Rock Products, Inc. (Spokane Valley, WA) for 2013 City of Spokane Grind and Overlay Program—\$454,138.15. An administrative reserve of \$45,413.82, which is 10% of the contract price, will be set aside.** PRO 2013-0017
ENG 2013041

- 5. **One-year contract extension with AOT PSC (Waldorf, MD) for management of false security alarm calls from July 1, 2013 through June 30, 2014—estimated revenue \$285,000.** Approve
OPR 2011-0535
RFP 3770-11

- | | | |
|---|------------------------------------|------------------------------|
| 6. Five-year contract with Professional Account Management, LLC, a Duncan Subsidiary (Milwaukee, WI) for the purchase and implementation of a new parking Citation Management Software System. | Approve | OPR 2013-0504
RFP 3895-12 |
| | | |
| 7. Grant Awards from: | Approve
All | |
| a. Federal Emergency Management Agency FY 2012 Assistance to Firefighters Grant Program to replace obsolete Knox boxes on apparatus fleet—\$50,256 revenue. (Relates to Emergency Budget Ordinance C35003 and Resolution 2013-0052.) | | OPR 2013-0505 |
| b. State Homeland Security FY 2012 Grant Program for security enhancements at the Fire Training Operations Center—\$47,100 revenue. (Relates to Emergency Budget Ordinance C35004.) | | OPR 2013-0506 |
| | | |
| 8. Report of the Mayor of pending: | Approve &
Authorize
Payments | |
| 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 2013-0002 |
| b. Payroll claims of previously approved obligations through June 22, 2013: \$5,761,680.22. | | CPR 2013-0003 |

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)

APPOINTMENTS

RECOMMENDATION

Park Board: One Re-appointment; Two Appointments	Confirm	CPR 1981-0402
Human Rights Commission: Three Re-appointments	Confirm	CPR 1991-0068

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

EMERGENCY BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C34947 passed the City Council December 10, 2012, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2013, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2013, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C35003 Fire Improvement Fund

**FROM: Department of Homeland Security, \$50,256;
TO: Minor Equipment, same amount.**

(This action budgets a grant from the Department of Homeland Security FY 2012 for new Knox Company KeySecure Knox boxes.) (Relates to Consent Agenda Item No. 7.a. and Resolution 2013-0052.)

ORD C35004 Fire Improvement Fund

**FROM: Department of Homeland Security, \$47,100;
TO: Other Improvements, same amount.**

(This action budgets a grant from the State Homeland Security FY 2012 Grant Program.) (Relates to Consent Agenda Item No. 7.b.)

ORD C35005 Building and Code Enforcement Funds

**FROM: Various Accounts, \$150,000;
TO: Various Accounts, same amount.**

(This action budgets for property demolitions ordered by the Building Official.)

ORD C35006 Human Services Grants Fund

**FROM: Department of Commerce, \$262,668;
TO: Contractual Services, same amount.**

(This action budgets for increased grant funding from the Washington State Department of Commerce to be used in expanding the current rapid re-housing services and employment resources for homeless and TANF eligible households.)

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2013-0052 Declaring Knox Company (Phoenix, AZ) a sole source for KeySecure4 Master Key Retention Devices for the Fire Division and authorizing its purchase—\$57,280 (plus tax and shipping). (Relates to Consent Agenda Item No. 7.a. and Emergency Budget Ordinance C35003.)

- RES 2013-0053 **Declaring Whitney Equipment Company, Inc. (Bothell, WA) a sole source supplier of ISCO flow monitoring equipment, and authorization to purchase approximately 10 monitors and 13 rain gauge modems—estimated cost \$150,000 (including tax).**

- ORD C35001 **Relating to firearms; amending SMC Sections 10.10.050 and 10.11.052.**

- ORD C35002 **An ordinance approving a project agreement and easement between the Park Board and Yong Lewis, developer Tuscan Ridge PUD.**

- ORD C35007 **Approving and confirming the assessments and assessment roll for**
PRO 2011-0016 **Local Improvement District No. 2011082 for Street Improvements of**
LID 2011082 **15th Avenue from Chestnut Street to Inland Empire Way; 14th Avenue from Chestnut Street to Inland Empire Way, and levying and assessing the amounts thereof, according to benefits, against the several lots, tracts and parcels of land and other property as shown on said roll; providing for the collection of said assessments and the issuance of local improvement installment notes or bonds to pay the cost and expense of said improvement; fixing the date of issue of said installment notes or bonds; and providing for delinquency penalties.**

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35008 **Relating to marijuana use, medical cannabis collective garden regulatory licensing and state-licensed marijuana producers, processors and retailers; amending SMC Sections 1.05.170 and 4.04.020; adopting a new Section 8.02.0233 to Chapter 8.02 of the Spokane Municipal Code and adopting two new Chapters SMC 10.49 and 10.50 under Division II License Code to Title 10, Regulation of Activities, and one new Chapter 17C.347 to Title 17C of the Spokane Municipal Code, providing for a public hearing within sixty days and declaring an emergency. (Note: This ordinance will be considered under "Emergency Ordinances" on July 15, 2013, Agenda.)**

- ORD C35009 **Relating to the Northeast Public Development Authority; amending Ordinance No. C34813.**

- ORD C35010 **Relating to parking non-passenger vehicles in residence zones; amending SMC Section 16A.61.562. (Removes undefined standard of "habitual parking;" replacing with a precise and measureable guideline.)**

- ORD C35011 **(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 the Alley between 6th Avenue and 7th Avenue from McClellan Street to Browne Street requested by Spokane South Medical, LLC. (Cliff-Cannon Neighborhood) | Approve
Subj. to
Conditions | ORD C35011 |
| | b. First Reading Ordinance C35011 vacating the Alley between 6th Avenue and 7th Avenue from McClellan Street to Browne Street. | Further
Action
Deferred | ORD C35011 |

Motion to Approve Advance Agenda for July 8, 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 July 8, 2013, Regular Legislative Session of the City Council is adjourned to Monday, July 15, 2013.

NOTES



Agenda Sheet for City Council Meeting of:

07/08/2013

Date Rec'd	6/26/2013
Clerk's File #	OPR 2010-0585
Renews #	
Cross Ref #	
Project #	
Bid #	3709-10
Requisition #	RE #16652

Submitting Dept	FLEET SERVICES
Contact Name/Phone	GENE JAKUBCZAK 625-7865
Contact E-Mail	GJAKUBCZAK@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100-FLEET ADDL PURCHASE OF SINGLE AXLE TRUCK CHASSIS

Agenda Wording

Additional purchase of one (1) 2014 Freightliner M2-106 truck chassis from FREEDOM TRUCK CENTER (Spokane, WA) for the City of Spokane Fleet Services Department - \$106,708.62 including tax

Summary (Background)

On 7/26/10 City Council awarded Bid #3709-10 for the purchase of single axle truck cab & chassis to Freedom Truck Center. Subsequently Fleet Services has identified an additional need for one (1) more truck cab & chassis. This truck cab & chassis is to build a new sewer rodding truck for the Sewer Department.

Fiscal Impact

Expense	\$ 106,708.62
Select	\$
Select	\$
Select	\$

Budget Account

4310-43100-94000-56405
#
#
#

Approvals

Dept Head	JAKUBCZAK, GENE
Division Director	ROMERO, RICK
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	PWC 6/24/13
Distribution List	
	Purchasing: tprince
	Fleet: gjakubczak & fleetservices

Additional Approvals

Purchasing	PRINCE, THEA

	Taxes & Licenses

**FLEET SERVICES
MEMORANDUM**

June 27, 2013

TO: PURCHASING DEPARTMENT

**FROM: GENE JAKUBCZAK
FLEET SERVICES DIRECTOR**

SUBJ: ADDITIONAL PURCHASES UTILIZING BID # 3709-10

This is an order for three truck chassis utilizing the terms of bid # 3709-10. The vendor has agreed to hold the price originally quoted for this purchase.

This chassis will be used to build a sewer rodding truck for the Sewer Department.

Unit 428290
RE 16652

QTY	ITEM	TOTAL
1	2014 Freightliner M2-106	\$55,450.00
OPTIONS		0
1	Front frame extensions w/stationary grill	\$12,720.00
1	Front Engine PTO provision	\$0.00
1	Alt. cab to axle dimension 120 - 150 CA	\$592.00
1	Power,Heated mirrors	\$395.00
1	Driver controlled locking differential	\$650.00
1	Air ride cab	\$135.00
1	Auxiliary radio power post	\$25.00
1	Auxiliary radio mounting position	\$115.00
1	Premium cab insulation - Silencer Package	\$99.00
1	Additional factory installed switches (4)	\$250.00
1	Outside frame clear	\$0.00
1	Lower right hand door safety window	\$250.00
1	Engine option - 350 HP w/1000 lb. ft. torque - ISC	\$11,142.00
1	Transmission option - 3000RDS-WR with PTO.	\$3,998.00
1	Front suspension - 14,500 lb min. rated w/HD shock absorbers. To include springs, steering gear upgrade and appropriate brakes, tires, and wheels.	\$4,910.00
1	Front fender extension - 2 inch	\$250.00

1	Rear suspension - 23,000 lb. min. at ground with applicable springs, shocks, tires and wheels.	\$4,765.00
1	Frame - 7/16" x 3 9/16" x 11 1/8", 2,590,000 RBM single rail	\$750.00
1	Keyed alike	\$35.00
1	Engine tunnel/firewall liner	\$75.00
1	Daytime running lights	\$25.00
1	Tinted glass with operating wing windows	\$125.00
1	Center storage console/ backwall	\$25.00
1	12 volt dash power supply	\$30.00
1	Back-up alarm (variable)	\$115.00
1	Factory mounted P.T.O. switch w/indicator lamp	\$195.00
1	Huck Bolt fasteners	\$197.00
1	Tilt & telescoping steering wheel	\$425.00
1	Air ride seats, driver & passenger	\$875.00
1	Exhaust - horizontal muffler, under cab step w/horizontal after treatment w/B-Pillar mounted vertical tailpipe	\$610.00
	Price escalator for orders after 2-28-12	1,500.00
	Air brake credit	\$(2,560.00)
Sub-total		\$98,168.00
Sales Tax	8.7%	\$8,540.62
TOTAL		\$106,708.62

cc: Gary Kaesemeyer

BRIEFING PAPER
Public Works Committee
Fleet Services
June 24, 2013

Subject

Purchase of one (1) cab & chassis for the Sewer Department for \$106,708.627 (tax incl.) as a replacement unit from Freedom Truck Centers of Spokane.

Background

This cab & chassis is being purchased utilizing the terms of bid #3709-10 for cab & chassis. The cab & chassis will be used to build a sewer rodding truck.

Impact

This vehicle will replace a unit in the Sewer Department's fleet that has reached the end of its economic service life.

Action

Recommend approval.

Funding

Funding is available in the department's 2013 replacement fund.



Agenda Sheet for City Council Meeting of:

07/08/2013

Date Rec'd	6/26/2013
Clerk's File #	OPR 2013-0500
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	VB

Submitting Dept	FLEET SERVICES
Contact Name/Phone	GENE JAKUBCZAK 625-7865
Contact E-Mail	GJAKUBCZAK@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100-FLEET SERVICES - POLICE TIRES (WA STATE CONTRACT)

Agenda Wording

Purchase of 16", 17" and 18" Goodyear tires for police vehicles on an "as needed" basis from WINGFOOT, INC. (Spokane WA) using Washington State Contract #01712 - \$85,000.00 including tax.

Summary (Background)

As a member of the Washington State Purchasing Cooperative, State Contract pricing is available to the City. The State of Washington contract represents the best pricing available to us because the State Contract is allowed a deeper discount from the manufacturer.

Fiscal Impact

Expense	\$ 85,000.00
Select	\$
Select	\$
Select	\$

Budget Account

various
#
#
#

Approvals

Dept Head	JAKUBCZAK, GENE
Division Director	ROMERO, RICK
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	PWC6/10/13
Distribution List	
	Purchasing: tprince
	Fleet Services: gjakubczak & fleetservices

Additional Approvals

Purchasing	PRINCE, THEA

	Taxes & Licenses

BRIEFING PAPER
Public Works Committee
Fleet Services
June 10, 2013

Subject

Approve Value Blanket (VB) for the purchase of 16", 17" and 18" Goodyear tires for police vehicles on an "as needed" basis from WINGFOOT COMMERCIAL TIRE (Spokane, WA) using state contract #01712. The estimated annual expenditure is \$85,000.

Background

As a member of the Washington State Purchasing Cooperative, State contract pricing is available to the city. The state contract represents the best price available to the city as since the State Contractor is allowed a deeper discount from the manufacturer.

Impact

This VB is used to procure the automotive tires specifically for Police application required to maintain the city's equipment fleet.

Action

Approve the annual blanket with WINGFOOT COMMERCIAL TIRE for the supply of automotive tires for police application.

Funding

The estimated annual expenditure was included in the 2013 Fleet Services Department budget.



Agenda Sheet for City Council Meeting of:

07/08/2013

Date Rec'd	6/26/2013
Clerk's File #	OPR 2013-0501
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	VB

Submitting Dept	FLEET SERVICES
Contact Name/Phone	GENE JAKUBCZAK 625-7865
Contact E-Mail	GJAKUBCZAK@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100-FLEET SERVICES - MISCELLANEOUS TIRES (WA STATE CONTRACT)

Agenda Wording

Approve Value Blanket Order with TDS TIRES, INC. (Spokane, WA) for miscellaneous tires to be purchased on an "as needed" basis using Washington State Contract #01712 for the City of Spokane Fleet Services Department - \$340,000.00 incl tax.

Summary (Background)

As a member of the Washington State Purchasing Cooperative, State Contract pricing is available to the City. The State Contract represents the best price available to the City because the State Contract is allowed deeper discounts from the manufacturer.

Fiscal Impact

Expense	\$ 340,000.00
Select	\$
Select	\$
Select	\$

Budget Account

various
#
#
#

Approvals

Dept Head	JAKUBCZAK, GENE
Division Director	ROMERO, RICK
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	PWC 6/10/13
Distribution List	
	Purchasing: tprince
	Fleet Services: gjakubczak & fleetservices
	Taxes & Licenses

Additional Approvals

Purchasing	PRINCE, THEA

BRIEFING PAPER
Utilities Division
Fleet Services Department
June 10, 2013

Subject:

Approve Value Blanket with TDS Tires Inc. (Spokane, WA) for miscellaneous new tires to be purchased on an "as needed" basis by the Fleet Services Department using Washington State contract #01712. Estimated annual expenditure is \$375,000.00 including tax.

Background:

As a member of the Washington State Purchasing Cooperative, State contract pricing is available to the city through TDS Tires Inc. The state contract represents the best price available to the city as the State Contractor is allowed a deeper discount through the manufacturers.

Impact:

This VB is used to procure the automotive tires required to maintain the city's equipment fleet.

Action:

Approve the annual blanket with TDS Inc. for the supply of miscellaneous tires.

Funding:

The estimated annual expenditure was included in the 2013 Fleet Services Department budget.



Agenda Sheet for City Council Meeting of:

07/08/2013

Date Rec'd	6/26/2013
Clerk's File #	OPR 2013-0502
Renews #	
Cross Ref #	
Project #	
Bid #	3942-13
Requisition #	RE #16640

Submitting Dept	FLEET SERVICES
Contact Name/Phone	GENE JAKUBCZAK 625-7865
Contact E-Mail	GJAKUBCZAK@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100-FLEET PURCHASE OF STREET FLUSHER SYSTEM

Agenda Wording

Low bid meeting specifications of Clyde/West Inc. (Spokane, WA) for one (1) Omco Street Flusher/De-icer System - \$131,958.85 including tax

Summary (Background)

On 6/3/13 sealed bids were opened to provide the City of Spokane Fleet Servicesw Department with one (1) Street Flusher System. One bid was received with Clyde/West being the lowest responsive bidder. This unit will be installed on a new truck chassis being purchased separately. This is a replacement unit for the Street Department.

Fiscal Impact

Expense	\$ 131,958.85
Select	\$
Select	\$
Select	\$

Budget Account

#	5110-71400-94000-56413
#	
#	
#	

Approvals

Dept Head	JAKUBCZAK, GENE
Division Director	ROMERO, RICK
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	PWC 6/24/13
Distribution List	
	Purchasing: tprince
	Fleet: gjakubczak & fleetservices
	Taxes & Licenses

Additional Approvals

Purchasing	PRINCE, THEA

**FLEET SERVICES
MEMORANDUM**

June 27, 2013

TO: PURCHASING DEPARTMENT

FROM: GENE JAKUBCZAK
FLEET SERVICES DIRECTOR

SUBJ: BID # 3942-13

After careful consideration, the Fleet Services Department recommends bid #3942-13 be awarded to Clyde West Inc. of Spokane, the lowest responsive bidder, for the purchase of one street flusher/deicer unit. This unit will be installed on a new truck chassis ordered separately. This is a replacement unit for the Street Department.

QTY	ITEM	PRICE	TOTAL
1	OMCO Model EHFS422BPR-SB-DS Flusher/de-icer unit installed	\$121,397.29	\$121,397.29
Sales Tax	8.7%	\$10,561.56	\$10,561.56
TOTAL		\$131,958.85	\$131,958.85

cc: Shane Thorton

BRIEFING PAPER
Public Works Committee
Fleet Services
June 24, 2013

Subject

Purchase of one (1) street flusher/de-icer unit for the Street Department for \$131,958.85 (tax incl.) as a replacement unit from Clyde West Inc. of Spokane.

Background

This cab & chassis is being purchased utilizing the terms of bid #3942-13 for flusher/de-icer units opened on June 3, 2013. The unit will be installed on a new truck chassis being purchased separately

Impact

This vehicle will replace a unit in the Street Department's fleet that has reached the end of its economic service life.

Action

Recommend approval.

Funding

Funding is available in the department's 2013 replacement fund.



Agenda Sheet for City Council Meeting of:

07/08/2013

Date Rec'd	6/26/2013
Clerk's File #	OPR 2013-0503
Renews #	
Cross Ref #	
Project #	
Bid #	3948-13
Requisition #	RE #16653

Submitting Dept	FLEET SERVICES
Contact Name/Phone	GENE JAKUBCZAK 625-7865
Contact E-Mail	GJAKUBCZAK@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100-FLEET PURCHASE OF SEWER CLEANER JET-RODDER BODY

Agenda Wording

Low bid meeting specifications of Owen Equipment Company (Kent, WA) for one (1) High Velocity Sewer Cleaner Jet Rodder Body - \$175,991.69 including tax

Summary (Background)

On 6/17/13 sealed bids were opened to provide the City of Spokane Fleet Services Department with one (1) High Velocity Sewer Cleaner Jet Rodder Body. Five (5) responses were received with Owen Equipment being the lowest responsive bidder. The two responses received that were lower than Owen Equipment did not meet specifications because of the type of pump quoted. This unit will be purchased using NJPA Co-Op pricing, which the City is a member. This unit will be installed on a new truck chassis

Fiscal Impact

Expense	\$ 175,991.69
Select	\$
Select	\$
Select	\$

Budget Account

4310-43100-94000-56405
#
#
#

Approvals

Dept Head	JAKUBCZAK, GENE
Division Director	ROMERO, RICK
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	PWC 6/24/13
Distribution List	
	Purchasing: tprince
	Fleet: gjakubczak & fleetservices
	Taxes & Licenses

Additional Approvals

Purchasing	PRINCE, THEA

High Velocity Sewer Cleaner Jet-Rodder Body

BID #3948-13

OPEN: 6/17/13

	Owen Equipment 8721 South 218 th Street Kent, WA 98031 #1	Owen Equipment 8721 South 218 th Street Kent, WA 98031 #2 NJPA Pricing	Solid Waste Systems PO Box 13040 Spokane WA 99213 #1	Solid Waste Systems PO Box 13040 Spokane WA 99213 #2 NJPA Pricing	Western Systems 911 N. Thierman Rd Spokane Valley, WA 99212
UNIT PRICE:	\$165,403.00	\$165,403.00	\$132,113.25	\$132,113.25	\$128,073.14
	2013-2014 Vactor RamJet F Series	2013-2014 Vactor RamJet F Series (4,680.00) NJPA Discount	2013 Vac-Con Hot Shot	2013 Vac-Con Hot Shot	2013 Sewer Equipment of America 800-HF ECO
Sales Tax	\$ 15,713.29 (9.5%)	\$15,268.69 (9.5%)	\$11,758.08 (8.9%)	\$11,758.08 (8.9%)	\$11,533.86 (8.7%)
TOTAL BID:	\$181,116.29	\$175,991.69	\$143,871.33	\$143,871.33	\$139,215.50
Water Tank Capacity bid:	2500 gallons	2500 gallons	2500 gallons	2500 gallons	2500 gallons
Manufacturer of Pump bid	VACTOR	VACTOR	FMC	FMC	MYERS
Capacity of Pump bid:	Designed capacity 100gpm@2500psi	Designed capacity 100gpm@2500psi	80 GPM@2500psi	80 GPM@2500psi	65GPM@2000psi
	Water Tank = Stainless Steel Warranty = 10 years	Water Tank = Stainless Steel Warranty = 10 years	Water Pump – triplex pump & hydrostatic drive		
	High Pressure Water Pump Monitor Light = not needed *see attachment to bid response	High Pressure Water Pump Monitor Light = not needed *see attachment to bid response	Water Pump = 80GPM@2500psi		
	Overspeed warning light for water pump not needed *see attachment to bid response	Overspeed warning light for water pump not needed *see attachment to bid response	Water Pump – accumulator system = n/r with triplex pump		
	Tool boxes = two (2) 48x18x18	Tool boxes = two (2) 48x18x18	Heat Exchanger = air to oil		
			Front Mounted Hose Reel = articulating hose reel		
			180* articulating extends past driver		

			side if desired Pneumatically actuated lock = Hydraulic support leg	Water Pump – triplex pump & hydrostatic drive Water Pump = 80GPM@2500psi Water Pump – accumulator system = n/r with triplex pump Heat Exchanger = air to oil Front Mounted Hose Reel = articulating hose reel 180* articulating extends past driver side if desired Pneumatically actuated lock = Hydraulic support leg	Water Tank – Duraprolene 2” drain Water Pump =Triplex Pump Front Mounted Hose Reel = manual lock & reel controls hand only Front Operating Station – No Overspeed Warning light for water pump Miscellaneous – strobe lights mounted on tank 12”x24”x96” tool trays behind cab Two (2) 18”x18”x48” tool boxes
Accept Credit Card	No	No	Yes	Yes	No
DELIVERY TIME:	90-100 days after receipt of chassis at factory	90-100 days after receipt of chassis at factory	45 days FRO	45 days FRO	90 days FRO
WARRANTY: BASICUNIT Miles Months Hours % Coverage	12 100% <u>Rodder Pump/Water Tank</u> 24/120 months 100% coverage	12 100% <u>Rodder Pump/Water Tank</u> 24/120 months 100% coverage	Unlimited 24 Unlimited 100% except wear items <u>Water Tank Warranty</u> Unlimited miles 60 months Unlimited hours 100%	Unlimited 24 Unlimited 100% except wear items <u>Water Tank Warranty</u> Unlimited miles 60 months Unlimited hours 100%	12 2000 Hours 100%
CITY BUSINESS LICENSE:	L0408074	L0408074	T12004607BUS	T12004607BUS	T13107374BUS
ADDITIONAL					

PURCHASES	YES	YES	YES	YES	YES
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**FLEET SERVICES
MEMORANDUM**

June 27, 2013

TO: PURCHASING DEPARTMENT

FROM: GENE JAKUBCZAK
FLEET SERVICES DIRECTOR

SUBJ: BID # 3948-13

After careful consideration, the Fleet Services Department recommends bid #3948-13 be awarded to Owen Equipment Company, the lowest responsive bidder, for the purchase of one sewer cleaner jet rodder body. Bids were received from three vendors. The other two submittals do not meet minimum specifications, particularly in the type of pump utilized with the unit. The lower bidders offered a triplex pump in-lieu of the double acting piston pump specified. The Sewer Department's experience with this type of pump has not been favorable. Owen Equipment Company submitted two bids for the same product; one bid utilizes the NJPA co-op price which is \$4,680 less than the other offer for the same unit. The city is a member of the NJPA co-op and will be purchasing the unit via the co-op. This unit will be installed on a new truck chassis ordered separately. This is a replacement unit for the Sewer Department.

QTY	ITEM	PRICE
1	Vactor RamJet F Series high velocity sewer jet-rodder body unit to be installed on city provided chassis	\$160,723.00
Sales Tax	9.5%	\$15,268.69
TOTAL		\$175,991.69

cc: Gary Kaesemeyer

BRIEFING PAPER
Public Works Committee
Fleet Services
June 24, 2013

Subject

Purchase of one (1) Sewer Cleaner Jet-Rodder Body for the Sewer Department for \$175,991.69 (tax incl.) as a replacement unit from Owen Equipment Company.

Background

Bid #3948-13 for jet one rodder body was opened on June 17, 2013. Owen Equipment Company submitted the lowest bid for a unit meeting specifications. The unit will be purchased through the NJPA co-op, of which the city is a member. The unit will be installed on a new truck chassis being purchased separately

Impact

This vehicle will replace a unit in the Sewer Department's fleet that has reached the end of its economic service life.

Action

Recommend approval.

Funding

Funding is available in the department's 2013 replacement fund.



Agenda Sheet for City Council Meeting of:
07/08/2013

Date Rec'd	6/26/2013
Clerk's File #	PRO 2012-0019
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	GARY NELSON 625-6678	Project #	2012049
Contact E-Mail	GNELSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 13584
Agenda Item Name	0370-LOW BID AWARD-RED DIAMOND-RIVERSIDE AVENUE		

Agenda Wording

Low Bid of Red Diamond Construction, Inc. (Spokane Valley, WA) for Riverside Avenue from Altamont Street to Cook Street and Cook Street from Sprague Avenue to Riverside Avenue - \$215,193.31 plus tax. An administrative reserve of \$21,519.33 plus tax,

Summary (Background)

On June 17, 2013 bids were opened for the above project. The low bid was from Red Diamond Construction, Inc. in the amount of \$215,193.31, which is \$44,170.55 or 17.02% under the Engineer's Estimate; eight other bids were received as follows: Bacon Concrete, Inc. - \$218,200.81, Spokane Rock Products, Inc. - \$218,500.00, Inland Asphalt Company - \$222,110.00, William Winkler Company - \$236,201.68, Shamrock Paving, Inc. - \$259,878.76, Cameron-Reilly, LLC - \$264,469.76,

Fiscal Impact	Budget Account
Expense \$ 235,379.47	# 3350 99999 99999 18901
Expense \$ 1,630.18	# 4370 43354 94000 56501
Expense \$ 4,024.01	# 3350 99999 99999 18901
Select \$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	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		ewade@spokanecity.org	
Purchasing		mhughes@spokanecity.org	
		pdolan@spokanecity.org	
		mlesesne@spokanecity.org	
		htrautman@spokanecity.org	

City Of Spokane
Engineering Services Department

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

Project Number: 2012049

Project Description Riverside, Altamont to Cook; Cook, Sprague to

Original Date 3/27/2013 4:14:59 PM

Funding Source Riverside

Update Date 6/17/2013 3:38:43 PM

Local

Preparer Andy Morse

Addendum

Project Number: 2012049			Engineer's Estimate		Red Diamond Construction Inc		Bacon Concrete 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 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	*****	350.00	*****	400.00	*****	500.00
103	POTHOLING	5 EA	320.00	1,600.00	10.00	50.00	100.00	500.00	300.00	1,500.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	4 EA	500.00	2,000.00	450.00	1,800.00	500.00	2,000.00	450.00	1,800.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	700.00	*****	700.00	*****	750.00	*****	700.00
106	MOBILIZATION	1 LS	*****	23,500.00	*****	11,500.00	*****	18,750.00	*****	17,919.75
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	2,000.00	*****	500.00	*****	1,950.00	*****	5,500.00
108	ESC LEAD	1 LS	*****	500.00	*****	150.00	*****	400.00	*****	1,000.00
109	SIGNING, PERMANENT	1 LS	*****	4,500.00	*****	3,300.00	*****	3,100.00	*****	2,985.00
110	PAVEMENT MARKING - DURABLE HEAT APPLIED	154 SF	10.25	1,578.50	10.00	1,540.00	9.80	1,509.20	9.51	1,464.54
Schedule Totals				36,879.50		19,891.00		29,360.20		33,370.29

<i>Project Number:</i> 2012049		<i>Engineer's Estimate</i>			Red Diamond Construction Inc		Bacon Concrete Inc		Spokane Rock Products Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 02</i> STREET					Public Street Improvement					
201	REMOVE EXISTING CURB	140 LF	6.00	840.00	8.00	1,120.00	6.00	840.00	8.00	1,120.00
202	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	95 SY	10.00	950.00	8.00	760.00	5.00	475.00	8.00	760.00
203	SAWCUTTING RIGID PAVEMENT	160 LFI	2.00	320.00	1.00	160.00	2.00	320.00	2.00	320.00
204	SAWCUTTING FLEXIBLE PAVEMENT	660 LFI	1.00	660.00	1.00	660.00	1.00	660.00	1.00	660.00
205	ROADWAY EXCAVATION INCL. HAUL	1160 CY	15.00	17,400.00	14.00	16,240.00	12.25	14,210.00	13.00	15,080.00
206	PREPARATION OF UNTREATED ROADWAY	3505 SY	2.50	8,762.50	1.65	5,783.25	1.95	6,834.75	1.85	6,484.25
207	CRUSHED SURFACING TOP COURSE	584 CY	38.00	22,192.00	40.00	23,360.00	36.00	21,024.00	37.35	21,812.40
208	CSBC DRIVEWAY TRANSITION	60 SY	15.00	900.00	9.00	540.00	18.00	1,080.00	22.25	1,335.00
209	CSTC FOR SIDEWALK AND DRIVEWAYS	58 CY	32.00	1,856.00	40.00	2,320.00	34.50	2,001.00	90.00	5,220.00
210	HMA CL. 1/2 IN. PG 64-28, 4 INCH THICK	3267 SY	16.50	53,905.50	15.70	51,291.90	16.10	52,598.70	15.35	50,148.45
211	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	13 SY	75.00	975.00	150.00	1,950.00	145.00	1,885.00	130.00	1,690.00
212	SOIL RESIDUAL HERBICIDE	3267 SY	0.25	816.75	0.15	490.05	0.15	490.05	0.15	490.05
213	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
214	COMPACTION PRICE ADJUSTMENT	1 EST	1,097.61	1,097.61	1,097.61	1,097.61	1,097.61	1,097.61	1,097.61	1,097.61
215	CEMENT CONCRETE CURB WALL	280 LF	36.00	10,080.00	33.00	9,240.00	28.00	7,840.00	32.50	9,100.00
216	DRYWELL TYPE 1	1 EA	2,500.00	2,500.00	2,400.00	2,400.00	2,400.00	2,400.00	1,800.00	1,800.00
217	DRYWELL TYPE 2	3 EA	3,200.00	9,600.00	3,500.00	10,500.00	3,400.00	10,200.00	2,200.00	6,600.00
218	ADJUST EXISTING VALVE BOX, MONUMENT, OR CO IN ASPHALT	4 EA	300.00	1,200.00	200.00	800.00	225.00	900.00	400.00	1,600.00

Project Number: 2012049			Engineer's Estimate		Red Diamond Construction Inc		Bacon Concrete 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				Public Street Improvement						
219	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	3 EA	450.00	1,350.00	500.00	1,500.00	450.00	1,350.00	380.00	1,140.00
220	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	400.00	*****	100.00	*****	400.00	*****	650.00
221	CLEANING EXISTING SANITARY SEWER	3 EA	400.00	1,200.00	145.00	435.00	195.00	585.00	250.00	750.00
222	INLET PROTECTION	1 EA	100.00	100.00	30.00	30.00	70.00	70.00	100.00	100.00
223	STABILIZED CONSTRUCTION ENTRANCE	55 SY	20.00	1,100.00	0.10	5.50	10.00	550.00	21.00	1,155.00
224	SEEDING FERTILIZING AND MULCHING	650 SY	2.00	1,300.00	2.00	1,300.00	2.25	1,462.50	2.00	1,300.00
225	TOPSOIL FOR BIO-FILTRATION SWALES, TYPE A, 12 INCH THICK	425 SY	15.00	6,375.00	15.00	6,375.00	12.50	5,312.50	14.75	6,268.75
226	CONSTRUCT BIO-INFILTRATION SWALE	425 SY	10.00	4,250.00	4.00	1,700.00	3.70	1,572.50	9.00	3,825.00
227	SWALE DRAIN PAD	11 SY	115.00	1,265.00	44.00	484.00	45.00	495.00	45.00	495.00
228	CURB DROP INLET	38 SY	75.00	2,850.00	44.00	1,672.00	45.00	1,710.00	45.00	1,710.00
229	4 IN. PVC IRRIGATION SLEEVE	80 LF	9.00	720.00	9.00	720.00	5.00	400.00	8.00	640.00
230	CEMENT CONCRETE CURB	85 LF	15.00	1,275.00	20.00	1,700.00	12.10	1,028.50	16.25	1,381.25
231	CEMENT CONC. CURB AND GUTTER	1260 LF	19.50	24,570.00	14.00	17,640.00	12.00	15,120.00	11.20	14,112.00
232	CEMENT CONCRETE DRIVEWAY	136 SY	40.00	5,440.00	44.00	5,984.00	31.50	4,284.00	28.35	3,855.60
233	CEMENT CONCRETE DRIVEWAY TRANSITION	21 SY	45.00	945.00	45.00	945.00	31.50	661.50	28.35	595.35
234	CEMENT CONC. SIDEWALK	725 SY	40.00	29,000.00	28.00	20,300.00	28.00	20,300.00	23.40	16,965.00
235	RAMP DETECTABLE WARNING	64 SF	25.00	1,600.00	20.00	1,280.00	18.50	1,184.00	20.00	1,280.00
Schedule Totals				217,794.36		190,882.31		181,340.61		181,539.71

Project Number: 2012049			Engineer's Estimate		Red Diamond Construction Inc		Bacon Concrete 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</i> STORM UPGRADES				Public Street Improvement						
301	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	2 EA	500.00	1,000.00	600.00	1,200.00	2,100.00	4,200.00	500.00	1,000.00
302	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	300.00	300.00	145.00	145.00	225.00	225.00	250.00	250.00
Schedule Totals				1,300.00		1,345.00		4,425.00		1,250.00

Project Number: 2012049			Engineer's Estimate		Red Diamond Construction Inc		Bacon Concrete 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 04</i> WATER			Not Public Street Improvement							
401	TRENCH EXCAVATION FOR WATER SERVICE TAP	105 LF	18.00	1,890.00	15.00	1,575.00	15.00	1,575.00	8.00	840.00
402	WATER TAP APPLICATION FEE	2 EA	40.00	80.00	40.00	80.00	40.00	80.00	40.00	80.00
403	2 INCH DOMESTIC WATER TAP INSTALLATION	2 EA	710.00	1,420.00	710.00	1,420.00	710.00	1,420.00	710.00	1,420.00
Schedule Totals				3,390.00	3,075.00	3,075.00	3,075.00	2,340.00		

Project Number: 2012049		Engineer's Estimate		Inland Asphalt Company		William Winkler Company		Shamrock Paving 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	*****	500.00	*****	500.00	*****	500.00
103	POTHOLING	5 EA	320.00	1,600.00	120.00	600.00	383.00	1,915.00	400.00	2,000.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	4 EA	500.00	2,000.00	450.00	1,800.00	481.50	1,926.00	500.00	2,000.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	700.00	*****	700.00	*****	750.00	*****	725.00
106	MOBILIZATION	1 LS	*****	23,500.00	*****	19,415.39	*****	20,152.00	*****	15,000.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	2,000.00	*****	4,125.00	*****	1,605.00	*****	11,500.00
108	ESC LEAD	1 LS	*****	500.00	*****	300.00	*****	500.00	*****	1,000.00
109	SIGNING, PERMANENT	1 LS	*****	4,500.00	*****	2,985.00	*****	3,194.00	*****	3,500.00
110	PAVEMENT MARKING - DURABLE HEAT APPLIED	154 SF	10.25	1,578.50	9.51	1,464.54	10.18	1,567.72	11.75	1,809.50
Schedule Totals				36,879.50		31,890.93		32,110.72		38,035.50

Project Number: 2012049			Engineer's Estimate		Inland Asphalt Company		William Winkler Company		Shamrock Paving 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				Public Street Improvement						
201	REMOVE EXISTING CURB	140 LF	6.00	840.00	4.50	630.00	3.00	420.00	9.75	1,365.00
202	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	95 SY	10.00	950.00	8.00	760.00	11.00	1,045.00	6.50	617.50
203	SAWCUTTING RIGID PAVEMENT	160 LFI	2.00	320.00	0.75	120.00	4.00	640.00	1.00	160.00
204	SAWCUTTING FLEXIBLE PAVEMENT	660 LFI	1.00	660.00	0.25	165.00	1.15	759.00	0.30	198.00
205	ROADWAY EXCAVATION INCL. HAUL	1160 CY	15.00	17,400.00	13.50	15,660.00	15.00	17,400.00	19.50	22,620.00
206	PREPARATION OF UNTREATED ROADWAY	3505 SY	2.50	8,762.50	1.90	6,659.50	4.00	14,020.00	3.30	11,566.50
207	CRUSHED SURFACING TOP COURSE	584 CY	38.00	22,192.00	37.00	21,608.00	23.00	13,432.00	36.50	21,316.00
208	CSBC DRIVEWAY TRANSITION	60 SY	15.00	900.00	20.00	1,200.00	4.40	264.00	13.00	780.00
209	CSTC FOR SIDEWALK AND DRIVEWAYS	58 CY	32.00	1,856.00	31.00	1,798.00	11.77	682.66	30.00	1,740.00
210	HMA CL. 1/2 IN. PG 64-28, 4 INCH THICK	3267 SY	16.50	53,905.50	16.45	53,742.15	16.75	54,722.25	17.00	55,539.00
211	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	13 SY	75.00	975.00	66.00	858.00	155.15	2,016.95	56.00	728.00
212	SOIL RESIDUAL HERBICIDE	3267 SY	0.25	816.75	0.18	588.06	0.17	555.39	0.20	653.40
213	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
214	COMPACTION PRICE ADJUSTMENT	1 EST	1,097.61	1,097.61	1,097.61	1,097.61	1,097.61	1,097.61	1,097.61	1,097.61
215	CEMENT CONCRETE CURB WALL	280 LF	36.00	10,080.00	30.00	8,400.00	62.25	17,430.00	51.00	14,280.00
216	DRYWELL TYPE 1	1 EA	2,500.00	2,500.00	3,000.00	3,000.00	2,773.00	2,773.00	3,400.00	3,400.00
217	DRYWELL TYPE 2	3 EA	3,200.00	9,600.00	3,600.00	10,800.00	2,750.00	8,250.00	4,500.00	13,500.00
218	ADJUST EXISTING VALVE BOX, MONUMENT, OR CO IN ASPHALT	4 EA	300.00	1,200.00	350.00	1,400.00	225.00	900.00	280.00	1,120.00

Project Number: 2012049			Engineer's Estimate		Inland Asphalt Company		William Winkler Company		Shamrock Paving 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				Public Street Improvement						
219	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	3 EA	450.00	1,350.00	610.00	1,830.00	330.00	990.00	385.00	1,155.00
220	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	400.00	*****	500.00	*****	750.00	*****	200.00
221	CLEANING EXISTING SANITARY SEWER	3 EA	400.00	1,200.00	210.00	630.00	220.00	660.00	255.00	765.00
222	INLET PROTECTION	1 EA	100.00	100.00	90.00	90.00	150.00	150.00	65.00	65.00
223	STABILIZED CONSTRUCTION ENTRANCE	55 SY	20.00	1,100.00	4.00	220.00	19.00	1,045.00	25.50	1,402.50
224	SEEDING FERTILIZING AND MULCHING	650 SY	2.00	1,300.00	2.00	1,300.00	2.20	1,430.00	3.25	2,112.50
225	TOPSOIL FOR BIO-FILTRATION SWALES, TYPE A, 12 INCH THICK	425 SY	15.00	6,375.00	14.75	6,268.75	16.25	6,906.25	15.00	6,375.00
226	CONSTRUCT BIO-INFILTRATION SWALE	425 SY	10.00	4,250.00	6.00	2,550.00	6.00	2,550.00	9.20	3,910.00
227	SWALE DRAIN PAD	11 SY	115.00	1,265.00	40.00	440.00	52.00	572.00	53.00	583.00
228	CURB DROP INLET	38 SY	75.00	2,850.00	40.00	1,520.00	20.00	760.00	21.00	798.00
229	4 IN. PVC IRRIGATION SLEEVE	80 LF	9.00	720.00	8.00	640.00	10.00	800.00	12.75	1,020.00
230	CEMENT CONCRETE CURB	85 LF	15.00	1,275.00	18.00	1,530.00	24.44	2,077.40	25.00	2,125.00
231	CEMENT CONC. CURB AND GUTTER	1260 LF	19.50	24,570.00	11.00	13,860.00	14.45	18,207.00	14.75	18,585.00
232	CEMENT CONCRETE DRIVEWAY	136 SY	40.00	5,440.00	40.00	5,440.00	33.34	4,534.24	34.00	4,624.00
233	CEMENT CONCRETE DRIVEWAY TRANSITION	21 SY	45.00	945.00	40.00	840.00	38.01	798.21	39.00	819.00
234	CEMENT CONC. SIDEWALK	725 SY	40.00	29,000.00	25.00	18,125.00	26.60	19,285.00	27.25	19,756.25
235	RAMP DETECTABLE WARNING	64 SF	25.00	1,600.00	20.00	1,280.00	21.00	1,344.00	22.00	1,408.00
Schedule Totals				217,794.36		185,549.07		199,265.96		216,383.26

Project Number: 2012049			Engineer's Estimate		Inland Asphalt Company		William Winkler Company		Shamrock Paving 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</i> STORM UPGRADES				Public Street Improvement						
301	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	2 EA	500.00	1,000.00	800.00	1,600.00	500.00	1,000.00	675.00	1,350.00
302	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	300.00	300.00	100.00	100.00	750.00	750.00	300.00	300.00
Schedule Totals				1,300.00	1,700.00	1,750.00	1,650.00			

Project Number: 2012049			Engineer's Estimate		Inland Asphalt Company		William Winkler Company		Shamrock Paving 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 04</i> WATER			Not Public Street Improvement							
401	TRENCH EXCAVATION FOR WATER SERVICE TAP	105 LF	18.00	1,890.00	14.00	1,470.00	15.00	1,575.00	22.00	2,310.00
402	WATER TAP APPLICATION FEE	2 EA	40.00	80.00	40.00	80.00	40.00	80.00	40.00	80.00
403	2 INCH DOMESTIC WATER TAP INSTALLATION	2 EA	710.00	1,420.00	710.00	1,420.00	710.00	1,420.00	710.00	1,420.00
Schedule Totals				3,390.00		2,970.00		3,075.00		3,810.00

Project Number: 2012049		Engineer's Estimate		Cameron-Reilly LLC		Cat's Eye Excavating Inc		MDM Construction		
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	*****	500.00	*****	500.00	*****	1,500.00
103	POTHOLING	5 EA	320.00	1,600.00	250.00	1,250.00	200.00	1,000.00	600.00	3,000.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	4 EA	500.00	2,000.00	300.00	1,200.00	400.00	1,600.00	525.00	2,100.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	700.00	*****	1,000.00	*****	2,500.00	*****	850.00
106	MOBILIZATION	1 LS	*****	23,500.00	*****	8,000.00	*****	12,000.00	*****	70,000.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	2,000.00	*****	750.00	*****	28,000.00	*****	7,500.00
108	ESC LEAD	1 LS	*****	500.00	*****	300.00	*****	500.00	*****	1,500.00
109	SIGNING, PERMANENT	1 LS	*****	4,500.00	*****	3,500.00	*****	3,000.00	*****	3,500.00
110	PAVEMENT MARKING - DURABLE HEAT APPLIED	154 SF	10.25	1,578.50	12.00	1,848.00	9.51	1,464.54	11.00	1,694.00
Schedule Totals				36,879.50		18,349.00		50,565.54		91,645.00

<i>Project Number:</i> 2012049		<i>Engineer's Estimate</i>			Cameron-Reilly LLC		Cat's Eye Excavating Inc		MDM Construction	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 02</i> STREET					Public Street Improvement					
201	REMOVE EXISTING CURB	140 LF	6.00	840.00	10.00	1,400.00	8.00	1,120.00	3.35	469.00
202	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	95 SY	10.00	950.00	15.00	1,425.00	10.00	950.00	8.60	817.00
203	SAWCUTTING RIGID PAVEMENT	160 LFI	2.00	320.00	3.00	480.00	0.80	128.00	1.10	176.00
204	SAWCUTTING FLEXIBLE PAVEMENT	660 LFI	1.00	660.00	2.00	1,320.00	0.80	528.00	0.35	231.00
205	ROADWAY EXCAVATION INCL. HAUL	1160 CY	15.00	17,400.00	30.00	34,800.00	14.00	16,240.00	15.00	17,400.00
206	PREPARATION OF UNTREATED ROADWAY	3505 SY	2.50	8,762.50	3.00	10,515.00	2.25	7,886.25	2.95	10,339.75
207	CRUSHED SURFACING TOP COURSE	584 CY	38.00	22,192.00	50.00	29,200.00	40.00	23,360.00	44.00	25,696.00
208	CSBC DRIVEWAY TRANSITION	60 SY	15.00	900.00	15.00	900.00	15.00	900.00	5.50	330.00
209	CSTC FOR SIDEWALK AND DRIVEWAYS	58 CY	32.00	1,856.00	35.00	2,030.00	40.00	2,320.00	30.00	1,740.00
210	HMA CL. 1/2 IN. PG 64-28, 4 INCH THICK	3267 SY	16.50	53,905.50	17.25	56,355.75	16.00	52,272.00	18.50	60,439.50
211	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	13 SY	75.00	975.00	170.00	2,210.00	165.00	2,145.00	165.00	2,145.00
212	SOIL RESIDUAL HERBICIDE	3267 SY	0.25	816.75	0.20	653.40	0.25	816.75	0.25	816.75
213	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
214	COMPACTION PRICE ADJUSTMENT	1 EST	1,097.61	1,097.61	1,097.61	1,097.61	1,097.61	1,097.61	1,097.61	1,097.61
215	CEMENT CONCRETE CURB WALL	280 LF	36.00	10,080.00	45.00	12,600.00	45.25	12,670.00	66.80	18,704.00
216	DRYWELL TYPE 1	1 EA	2,500.00	2,500.00	3,000.00	3,000.00	1,700.00	1,700.00	3,400.00	3,400.00
217	DRYWELL TYPE 2	3 EA	3,200.00	9,600.00	3,000.00	9,000.00	2,200.00	6,600.00	3,950.00	11,850.00
218	ADJUST EXISTING VALVE BOX, MONUMENT, OR CO IN ASPHALT	4 EA	300.00	1,200.00	400.00	1,600.00	225.00	900.00	585.00	2,340.00

Project Number: 2012049			Engineer's Estimate		Cameron-Reilly LLC		Cat's Eye Excavating Inc		MDM Construction	
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			Public Street Improvement							
219	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	3 EA	450.00	1,350.00	600.00	1,800.00	400.00	1,200.00	600.00	1,800.00
220	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	400.00	*****	500.00	*****	2,000.00	*****	1,885.00
221	CLEANING EXISTING SANITARY SEWER	3 EA	400.00	1,200.00	250.00	750.00	800.00	2,400.00	585.00	1,755.00
222	INLET PROTECTION	1 EA	100.00	100.00	150.00	150.00	80.00	80.00	91.40	91.40
223	STABILIZED CONSTRUCTION ENTRANCE	55 SY	20.00	1,100.00	10.00	550.00	25.00	1,375.00	35.00	1,925.00
224	SEEDING FERTILIZING AND MULCHING	650 SY	2.00	1,300.00	3.00	1,950.00	0.95	617.50	2.00	1,300.00
225	TOPSOIL FOR BIO-FILTRATION SWALES, TYPE A, 12 INCH THICK	425 SY	15.00	6,375.00	18.00	7,650.00	10.00	4,250.00	20.00	8,500.00
226	CONSTRUCT BIO-INFILTRATION SWALE	425 SY	10.00	4,250.00	18.00	7,650.00	18.00	7,650.00	4.75	2,018.75
227	SWALE DRAIN PAD	11 SY	115.00	1,265.00	60.00	660.00	100.00	1,100.00	100.00	1,100.00
228	CURB DROP INLET	38 SY	75.00	2,850.00	60.00	2,280.00	27.00	1,026.00	35.00	1,330.00
229	4 IN. PVC IRRIGATION SLEEVE	80 LF	9.00	720.00	10.00	800.00	10.00	800.00	5.15	412.00
230	CEMENT CONCRETE CURB	85 LF	15.00	1,275.00	15.00	1,275.00	15.00	1,275.00	20.00	1,700.00
231	CEMENT CONC. CURB AND GUTTER	1260 LF	19.50	24,570.00	14.00	17,640.00	20.25	25,515.00	25.00	31,500.00
232	CEMENT CONCRETE DRIVEWAY	136 SY	40.00	5,440.00	40.00	5,440.00	34.00	4,624.00	59.15	8,044.40
233	CEMENT CONCRETE DRIVEWAY TRANSITION	21 SY	45.00	945.00	60.00	1,260.00	25.00	525.00	29.00	609.00
234	CEMENT CONC. SIDEWALK	725 SY	40.00	29,000.00	30.00	21,750.00	30.25	21,931.25	40.00	29,000.00
235	RAMP DETECTABLE WARNING	64 SF	25.00	1,600.00	20.00	1,280.00	20.25	1,296.00	23.25	1,488.00
Schedule Totals				217,794.36		241,970.76		209,297.36		252,449.16

Project Number: 2012049			Engineer's Estimate		Cameron-Reilly LLC		Cat's Eye Excavating Inc		MDM Construction	
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</i> STORM UPGRADES			Public Street Improvement							
301	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	2 EA	500.00	1,000.00	500.00	1,000.00	500.00	1,000.00	765.00	1,530.00
302	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	300.00	300.00	600.00	600.00	800.00	800.00	185.00	185.00
Schedule Totals				1,300.00		1,600.00		1,800.00		1,715.00

Project Number: 2012049		Engineer's Estimate		Cameron-Reilly LLC		Cat's Eye Excavating Inc		MDM Construction		
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 04</i> WATER				Not Public Street Improvement						
401	TRENCH EXCAVATION FOR WATER SERVICE TAP	105 LF	18.00	1,890.00	10.00	1,050.00	19.00	1,995.00	65.00	6,825.00
402	WATER TAP APPLICATION FEE	2 EA	40.00	80.00	40.00	80.00	40.00	80.00	40.00	80.00
403	2 INCH DOMESTIC WATER TAP INSTALLATION	2 EA	710.00	1,420.00	710.00	1,420.00	710.00	1,420.00	710.00	1,420.00
Schedule Totals				3,390.00	2,550.00	3,495.00	8,325.00			

Project Number

2012049

Riverside, Altamont to Cook; Cook, Sprague to Riverside

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	36,879.50	217,794.36	1,300.00	3,390.00	0.00	0.00	0.00	0.00	259,363.86
Red Diamond Construc	19,891.00	190,882.31	1,345.00	3,075.00	0.00	0.00	0.00	0.00	215,193.31
Bacon Concrete Inc	29,360.20	181,340.61	4,425.00	3,075.00	0.00	0.00	0.00	0.00	218,200.81
Spokane Rock Product	33,370.29	181,539.71	1,250.00	2,340.00	0.00	0.00	0.00	0.00	218,500.00
Inland Asphalt Compan	31,890.93	185,549.07	1,700.00	2,970.00	0.00	0.00	0.00	0.00	222,110.00
William Winkler Compa	32,110.72	199,265.96	1,750.00	3,075.00	0.00	0.00	0.00	0.00	236,201.68
Shamrock Paving Inc	38,035.50	216,383.26	1,650.00	3,810.00	0.00	0.00	0.00	0.00	259,878.76
Cameron-Reilly LLC	18,349.00	241,970.76	1,600.00	2,550.00	0.00	0.00	0.00	0.00	264,469.76
Cat's Eye Excavating In	50,565.54	209,297.36	1,800.00	3,495.00	0.00	0.00	0.00	0.00	265,157.90
MDM Construction	91,645.00	252,449.16	1,715.00	8,325.00	0.00	0.00	0.00	0.00	354,134.16

Low Bid Contractor: Red Diamond Construction Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$19,891.00	\$36,879.50	46.06	% Under Estimate
Schedule 02	\$190,882.31	\$217,794.36	12.36	% Under Estimate
Schedule 03	\$1,345.00	\$1,300.00	3.46	% Over Estimate
Schedule 04	\$3,342.52	\$3,684.93	9.29	% Under Estimate
Bid Totals	\$215,460.83	\$259,658.79	17.02	% Under Estimate



Agenda Sheet for City Council Meeting of:

07/08/2013

Date Rec'd	6/26/2013
Clerk's File #	PRO 2012-0028
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	GARY NELSON 625-6678	Project #	2012059
Contact E-Mail	GNELSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 13572
Agenda Item Name	0370-LOW BID AWARD-RED DIAMOND-NEBRASKA AVENUE		

Agenda Wording

Low Bid of Red Diamond Construction, Inc. (Spokane Valley, WA) for Nebraska Avenue from Lincoln Street to Post Street - \$76,001.55 plus tax. An administrative reserve of \$7,600.15 plus tax, which is 10% of the contract price, will be set aside.

Summary (Background)

On June 17, 2013 bids were opened for the above project. The low bid was from Red Diamond Construction in the amount of \$76,001.55, which is \$22,372.55 or 22.74% under the Engineer's Estimate; six other bids were received as follows: Inland Asphalt Company - \$89,417.00, William Winkler Company - \$94,166.20, Spokane Rock Products, Inc. - \$95,000.00, Cameron-Reilly, LLC - \$98,166.05, Shamrock Paving, Inc. - \$101,075.10, MDM Construction - \$140,018.50.

Fiscal Impact		Budget Account
Expense	\$ 67,346.67	# 3350 99999 99999 18901
Expense	\$ 16,255.03	# 4370 43354 94000 56501
Select	\$	#
Select	\$	#

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

City Of Spokane
Engineering Services Department

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

Project Number: 2012059

Project Description Nebraska Ave - from Lincoln St to Post St

Original Date 4/2/2013 3:39:02 PM

Funding Source Local

Update Date 6/17/2013 2:53:47 PM

Preparer John Gomez

Addendum

Project Number: 2012059			Engineer's Estimate		Red Diamond Construction Inc		Inland Asphalt Company		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	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	*****	400.00	*****	450.00	*****	250.00
103	POTHOLING	1	EA	450.00	450.00	200.00	200.00	300.00	300.00	300.00	300.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	1	EA	500.00	500.00	500.00	500.00	500.00	500.00	650.00	650.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1	LS	*****	500.00	*****	1,200.00	*****	1,200.00	*****	650.00
106	MOBILIZATION	1	LS	*****	8,950.00	*****	7,000.00	*****	19,262.95	*****	13,400.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	*****	1,000.00	*****	600.00	*****	2,400.00	*****	1,000.00
108	CLEARING AND GRUBBING	1	LS	*****	3,000.00	*****	500.00	*****	1,500.00	*****	1,650.00
109	ESC LEAD	1	LS	*****	500.00	*****	150.00	*****	300.00	*****	500.00
110	SIGNING, PERMANENT	1	LS	*****	700.00	*****	750.00	*****	576.00	*****	1,150.00
Schedule Totals					16,101.00		11,301.00		26,489.95		19,551.00

Project Number: 2012059			Engineer's Estimate		Red Diamond Construction Inc		Inland Asphalt Company		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 02 STREET				Public Street Improvement						
201	REMOVE EXISTING CURB	120 LF	8.00	960.00	8.00	960.00	6.75	810.00	8.00	960.00
202	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	40 SY	12.00	480.00	8.00	320.00	6.00	240.00	7.00	280.00
203	SAWCUTTING RIGID PAVEMENT	135 LFI	3.75	506.25	1.00	135.00	0.80	108.00	4.00	540.00
204	SAWCUTTING FLEXIBLE PAVEMENT	285 LFI	1.50	427.50	1.00	285.00	0.26	74.10	0.35	99.75
205	ROADWAY EXCAVATION INCL. HAUL	340 CY	17.00	5,780.00	18.00	6,120.00	6.00	2,040.00	19.00	6,460.00
206	PREPARATION OF UNTREATED ROADWAY	1000 SY	3.00	3,000.00	2.75	2,750.00	3.15	3,150.00	2.00	2,000.00
207	CRUSHED SURFACING TOP COURSE	111 CY	46.00	5,106.00	41.00	4,551.00	40.00	4,440.00	44.25	4,911.75
208	CSTC FOR SIDEWALK AND DRIVEWAYS	25 CY	58.00	1,450.00	40.00	1,000.00	34.00	850.00	57.15	1,428.75
209	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	1000 SY	16.00	16,002.30	13.00	13,000.00	12.85	12,850.00	14.85	14,850.00
210	SOIL RESIDUAL HERBICIDE	1000 SY	0.75	750.00	0.30	300.00	0.29	290.00	0.27	270.00
211	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
212	COMPACTION PRICE ADJUSTMENT	1 EST	320.05	320.05	320.05	320.05	320.05	320.05	320.05	320.05
213	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	1 EA	420.00	420.00	700.00	700.00	375.00	375.00	412.50	412.50
214	CLEANING EXISTING SANITARY SEWER	2 EA	400.00	800.00	150.00	300.00	275.00	550.00	305.00	610.00
215	INLET PROTECTION	3 EA	100.00	300.00	50.00	150.00	125.00	375.00	150.00	450.00
216	STABILIZED CONSTRUCTION ENTRANCE	55 SY	20.00	1,100.00	0.10	5.50	17.00	935.00	20.50	1,127.50
217	TOPSOIL TYPE A, 2 INCH THICK	352 SY	6.50	2,288.00	3.00	1,056.00	3.50	1,232.00	7.50	2,640.00
218	SOD INSTALLATION	352 SY	15.00	5,280.00	7.00	2,464.00	6.70	2,358.40	7.20	2,534.40
219	4 IN. PVC IRRIGATION SLEEVE	26 LF	10.00	260.00	7.00	182.00	10.00	260.00	10.00	260.00

Project Number: 2012059		Engineer's Estimate		Red Diamond Construction Inc		Inland Asphalt Company		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 02</i> STREET				Public Street Improvement						
220	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	600.00	*****	600.00	*****	1,200.00	*****	1,284.00
221	CEMENT CONCRETE CURB	95 LF	21.00	1,995.00	23.00	2,185.00	21.00	1,995.00	25.00	2,375.00
222	CEMENT CONC. CURB AND GUTTER	50 LF	22.00	1,100.00	29.00	1,450.00	25.00	1,250.00	28.00	1,400.00
223	CEMENT CONCRETE DRIVEWAY	84 SY	41.00	3,444.00	44.00	3,696.00	40.00	3,360.00	40.00	3,360.00
224	CEMENT CONC. SIDEWALK	280 SY	50.00	14,000.00	33.00	9,240.00	30.00	8,400.00	30.00	8,400.00
225	RAMP DETECTABLE WARNING	16 SF	35.00	560.00	22.00	352.00	21.00	336.00	21.00	336.00
Schedule Totals				66,928.10		52,120.55		47,797.55		57,308.70

Project Number: 2012059		Engineer's Estimate		Red Diamond Construction Inc		Inland Asphalt Company		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 03</i> STORM UPGRADES - WWM				Public Street Improvement						
301	REMOVE EXISTING CURB	30 LF	8.00	240.00	10.00	300.00	6.75	202.50	7.50	225.00
302	SAWCUTTING RIGID PAVEMENT	210 LFI	3.75	787.50	1.00	210.00	0.70	147.00	4.00	840.00
303	DRYWELL TYPE 2	1 EA	3,200.00	3,200.00	3,700.00	3,700.00	3,700.00	3,700.00	4,070.00	4,070.00
304	CATCH BASIN TYPE 3	2 EA	2,500.00	5,000.00	1,900.00	3,800.00	2,200.00	4,400.00	2,426.00	4,852.00
305	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	1 EA	500.00	500.00	650.00	650.00	625.00	625.00	700.00	700.00
306	CLEANING EXISTING DRAINAGE STRUCTURE	3 EA	300.00	900.00	175.00	525.00	275.00	825.00	300.00	900.00
307	TRENCH SAFETY SYSTEM	1 LS	*****	500.00	*****	300.00	*****	650.00	*****	715.00
308	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	55 LF	50.00	2,750.00	35.00	1,925.00	65.00	3,575.00	71.50	3,932.50
309	PLUGGING EXISTING PIPE	2 EA	150.00	300.00	40.00	80.00	60.00	120.00	66.00	132.00
310	TOPSOIL TYPE A, 2 INCH THICK	25 SY	6.50	162.50	6.00	150.00	3.50	87.50	4.00	100.00
311	SOD INSTALLATION	25 SY	15.00	375.00	10.00	250.00	6.70	167.50	7.20	180.00
312	CEMENT CONCRETE CURB	30 LF	21.00	630.00	23.00	690.00	21.00	630.00	22.00	660.00
Schedule Totals				15,345.00		12,580.00		15,129.50		17,306.50

Project Number: 2012059		Engineer's Estimate		Spokane Rock Products Inc		Cameron-Reilly LLC		Shamrock Paving 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	*****	750.00	*****	500.00	*****	500.00
103	POTHOLING	1 EA	450.00	450.00	250.00	250.00	350.00	350.00	500.00	500.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	500.00	*****	1,200.00	*****	750.00	*****	1,250.00
106	MOBILIZATION	1 LS	*****	8,950.00	*****	9,500.00	*****	6,276.00	*****	10,000.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	1,000.00	*****	8,371.12	*****	750.00	*****	5,000.00
108	CLEARING AND GRUBBING	1 LS	*****	3,000.00	*****	2,500.00	*****	3,500.00	*****	3,000.00
109	ESC LEAD	1 LS	*****	500.00	*****	2,000.00	*****	300.00	*****	1,000.00
110	SIGNING, PERMANENT	1 LS	*****	700.00	*****	1,065.00	*****	1,250.00	*****	600.00
<i>Schedule Totals</i>				16,101.00		26,137.12		14,177.00		22,351.00

Project Number: 2012059			Engineer's Estimate		Spokane Rock Products Inc		Cameron-Reilly LLC		Shamrock Paving 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				Public Street Improvement						
201	REMOVE EXISTING CURB	120 LF	8.00	960.00	9.00	1,080.00	10.00	1,200.00	12.00	1,440.00
202	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	40 SY	12.00	480.00	8.00	320.00	15.00	600.00	10.00	400.00
203	SAWCUTTING RIGID PAVEMENT	135 LFI	3.75	506.25	1.00	135.00	3.00	405.00	0.95	128.25
204	SAWCUTTING FLEXIBLE PAVEMENT	285 LFI	1.50	427.50	1.00	285.00	2.00	570.00	0.28	79.80
205	ROADWAY EXCAVATION INCL. HAUL	340 CY	17.00	5,780.00	14.00	4,760.00	30.00	10,200.00	22.00	7,480.00
206	PREPARATION OF UNTREATED ROADWAY	1000 SY	3.00	3,000.00	1.85	1,850.00	3.00	3,000.00	6.00	6,000.00
207	CRUSHED SURFACING TOP COURSE	111 CY	46.00	5,106.00	63.38	7,035.18	70.00	7,770.00	60.00	6,660.00
208	CSTC FOR SIDEWALK AND DRIVEWAYS	25 CY	58.00	1,450.00	141.43	3,535.75	45.00	1,125.00	21.00	525.00
209	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	1000 SY	16.00	16,002.30	13.50	13,500.00	15.00	15,000.00	14.00	14,000.00
210	SOIL RESIDUAL HERBICIDE	1000 SY	0.75	750.00	0.15	150.00	1.00	1,000.00	0.15	150.00
211	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
212	COMPACTION PRICE ADJUSTMENT	1 EST	320.05	320.05	320.05	320.05	320.05	320.05	320.05	320.05
213	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	1 EA	420.00	420.00	400.00	400.00	600.00	600.00	650.00	650.00
214	CLEANING EXISTING SANITARY SEWER	2 EA	400.00	800.00	250.00	500.00	650.00	1,300.00	425.00	850.00
215	INLET PROTECTION	3 EA	100.00	300.00	100.00	300.00	100.00	300.00	65.00	195.00
216	STABILIZED CONSTRUCTION ENTRANCE	55 SY	20.00	1,100.00	21.00	1,155.00	10.00	550.00	25.50	1,402.50
217	TOPSOIL TYPE A, 2 INCH THICK	352 SY	6.50	2,288.00	3.50	1,232.00	5.00	1,760.00	2.00	704.00
218	SOD INSTALLATION	352 SY	15.00	5,280.00	6.70	2,358.40	10.00	3,520.00	21.00	7,392.00
219	4 IN. PVC IRRIGATION SLEEVE	26 LF	10.00	260.00	10.00	260.00	15.00	390.00	13.00	338.00

Project Number: 2012059		Engineer's Estimate		Spokane Rock Products Inc		Cameron-Reilly LLC		Shamrock Paving 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				Public Street Improvement						
220	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	600.00	*****	1,200.00	*****	1,500.00	*****	1,200.00
221	CEMENT CONCRETE CURB	95 LF	21.00	1,995.00	18.50	1,757.50	15.00	1,425.00	16.00	1,520.00
222	CEMENT CONC. CURB AND GUTTER	50 LF	22.00	1,100.00	26.00	1,300.00	30.00	1,500.00	21.00	1,050.00
223	CEMENT CONCRETE DRIVEWAY	84 SY	41.00	3,444.00	45.00	3,780.00	50.00	4,200.00	36.00	3,024.00
224	CEMENT CONC. SIDEWALK	280 SY	50.00	14,000.00	27.00	7,560.00	35.00	9,800.00	32.00	8,960.00
225	RAMP DETECTABLE WARNING	16 SF	35.00	560.00	20.00	320.00	20.00	320.00	22.00	352.00
Schedule Totals				66,928.10		55,092.88		68,354.05		64,819.60

Project Number: 2012059		Engineer's Estimate		Spokane Rock Products Inc		Cameron-Reilly LLC		Shamrock Paving 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</i> STORM UPGRADES - WWM				Public Street Improvement						
301	REMOVE EXISTING CURB	30 LF	8.00	240.00	8.00	240.00	10.00	300.00	12.00	360.00
302	SAWCUTTING RIGID PAVEMENT	210 LFI	3.75	787.50	1.00	210.00	1.00	210.00	0.95	199.50
303	DRYWELL TYPE 2	1 EA	3,200.00	3,200.00	2,200.00	2,200.00	3,000.00	3,000.00	4,500.00	4,500.00
304	CATCH BASIN TYPE 3	2 EA	2,500.00	5,000.00	1,700.00	3,400.00	2,500.00	5,000.00	1,550.00	3,100.00
305	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	1 EA	500.00	500.00	500.00	500.00	500.00	500.00	700.00	700.00
306	CLEANING EXISTING DRAINAGE STRUCTURE	3 EA	300.00	900.00	250.00	750.00	250.00	750.00	275.00	825.00
307	TRENCH SAFETY SYSTEM	1 LS	*****	500.00	*****	1,500.00	*****	500.00	*****	300.00
308	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	55 LF	50.00	2,750.00	58.00	3,190.00	75.00	4,125.00	46.00	2,530.00
309	PLUGGING EXISTING PIPE	2 EA	150.00	300.00	75.00	150.00	150.00	300.00	155.00	310.00
310	TOPSOIL TYPE A, 2 INCH THICK	25 SY	6.50	162.50	20.00	500.00	10.00	250.00	2.00	50.00
311	SOD INSTALLATION	25 SY	15.00	375.00	20.00	500.00	10.00	250.00	22.00	550.00
312	CEMENT CONCRETE CURB	30 LF	21.00	630.00	21.00	630.00	15.00	450.00	16.00	480.00
Schedule Totals				15,345.00		13,770.00		15,635.00		13,904.50

Project Number: 2012059		Engineer's Estimate		MDM Construction						
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	0.00	0.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	500.00	*****	1,500.00	*****	0.00	*****	0.00
103	POTHOLING	1 EA	450.00	450.00	575.00	575.00	0.00	0.00	0.00	0.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	500.00	500.00	600.00	600.00	0.00	0.00	0.00	0.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	500.00	*****	1,500.00	*****	0.00	*****	0.00
106	MOBILIZATION	1 LS	*****	8,950.00	*****	45,000.00	*****	0.00	*****	0.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	1,000.00	*****	5,000.00	*****	0.00	*****	0.00
108	CLEARING AND GRUBBING	1 LS	*****	3,000.00	*****	4,000.00	*****	0.00	*****	0.00
109	ESC LEAD	1 LS	*****	500.00	*****	1,500.00	*****	0.00	*****	0.00
110	SIGNING, PERMANENT	1 LS	*****	700.00	*****	875.00	*****	0.00	*****	0.00
Schedule Totals				16,101.00		60,551.00		0.00		0.00

Project Number: 2012059			Engineer's Estimate		MDM Construction					
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				Public Street Improvement						
201	REMOVE EXISTING CURB	120 LF	8.00	960.00	3.50	420.00	0.00	0.00	0.00	0.00
202	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	40 SY	12.00	480.00	8.80	352.00	0.00	0.00	0.00	0.00
203	SAWCUTTING RIGID PAVEMENT	135 LFI	3.75	506.25	1.10	148.50	0.00	0.00	0.00	0.00
204	SAWCUTTING FLEXIBLE PAVEMENT	285 LFI	1.50	427.50	0.35	99.75	0.00	0.00	0.00	0.00
205	ROADWAY EXCAVATION INCL. HAUL	340 CY	17.00	5,780.00	15.00	5,100.00	0.00	0.00	0.00	0.00
206	PREPARATION OF UNTREATED ROADWAY	1000 SY	3.00	3,000.00	3.00	3,000.00	0.00	0.00	0.00	0.00
207	CRUSHED SURFACING TOP COURSE	111 CY	46.00	5,106.00	39.00	4,329.00	0.00	0.00	0.00	0.00
208	CSTC FOR SIDEWALK AND DRIVEWAYS	25 CY	58.00	1,450.00	30.00	750.00	0.00	0.00	0.00	0.00
209	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	1000 SY	16.00	16,002.30	16.00	16,000.00	0.00	0.00	0.00	0.00
210	SOIL RESIDUAL HERBICIDE	1000 SY	0.75	750.00	0.35	350.00	0.00	0.00	0.00	0.00
211	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	0.00	0.00	0.00	0.00
212	COMPACTION PRICE ADJUSTMENT	1 EST	320.05	320.05	320.05	320.05	0.00	0.00	0.00	0.00
213	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	1 EA	420.00	420.00	595.00	595.00	0.00	0.00	0.00	0.00
214	CLEANING EXISTING SANITARY SEWER	2 EA	400.00	800.00	750.00	1,500.00	0.00	0.00	0.00	0.00
215	INLET PROTECTION	3 EA	100.00	300.00	95.00	285.00	0.00	0.00	0.00	0.00
216	STABILIZED CONSTRUCTION ENTRANCE	55 SY	20.00	1,100.00	35.35	1,944.25	0.00	0.00	0.00	0.00
217	TOPSOIL TYPE A, 2 INCH THICK	352 SY	6.50	2,288.00	4.55	1,601.60	0.00	0.00	0.00	0.00
218	SOD INSTALLATION	352 SY	15.00	5,280.00	5.50	1,936.00	0.00	0.00	0.00	0.00
219	4 IN. PVC IRRIGATION SLEEVE	26 LF	10.00	260.00	7.25	188.50	0.00	0.00	0.00	0.00

Project Number: 2012059			Engineer's Estimate		MDM Construction					
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				Public Street Improvement						
220	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	600.00	*****	2,200.00	*****	0.00	*****	0.00
221	CEMENT CONCRETE CURB	95 LF	21.00	1,995.00	24.00	2,280.00	0.00	0.00	0.00	0.00
222	CEMENT CONC. CURB AND GUTTER	50 LF	22.00	1,100.00	30.00	1,500.00	0.00	0.00	0.00	0.00
223	CEMENT CONCRETE DRIVEWAY	84 SY	41.00	3,444.00	70.65	5,934.60	0.00	0.00	0.00	0.00
224	CEMENT CONC. SIDEWALK	280 SY	50.00	14,000.00	41.00	11,480.00	0.00	0.00	0.00	0.00
225	RAMP DETECTABLE WARNING	16 SF	35.00	560.00	23.25	372.00	0.00	0.00	0.00	0.00
Schedule Totals				66,928.10		62,685.25		0.00		0.00

Project Number: 2012059			Engineer's Estimate		MDM Construction					
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</i> STORM UPGRADES - WWM				Public Street Improvement						
301	REMOVE EXISTING CURB	30 LF	8.00	240.00	3.50	105.00	0.00	0.00	0.00	0.00
302	SAWCUTTING RIGID PAVEMENT	210 LFI	3.75	787.50	1.10	231.00	0.00	0.00	0.00	0.00
303	DRYWELL TYPE 2	1 EA	3,200.00	3,200.00	3,700.00	3,700.00	0.00	0.00	0.00	0.00
304	CATCH BASIN TYPE 3	2 EA	2,500.00	5,000.00	1,600.00	3,200.00	0.00	0.00	0.00	0.00
305	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	1 EA	500.00	500.00	775.00	775.00	0.00	0.00	0.00	0.00
306	CLEANING EXISTING DRAINAGE STRUCTURE	3 EA	300.00	900.00	185.00	555.00	0.00	0.00	0.00	0.00
307	TRENCH SAFETY SYSTEM	1 LS	*****	500.00	*****	500.00	*****	0.00	*****	0.00
308	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	55 LF	50.00	2,750.00	117.00	6,435.00	0.00	0.00	0.00	0.00
309	PLUGGING EXISTING PIPE	2 EA	150.00	300.00	155.00	310.00	0.00	0.00	0.00	0.00
310	TOPSOIL TYPE A, 2 INCH THICK	25 SY	6.50	162.50	4.55	113.75	0.00	0.00	0.00	0.00
311	SOD INSTALLATION	25 SY	15.00	375.00	5.50	137.50	0.00	0.00	0.00	0.00
312	CEMENT CONCRETE CURB	30 LF	21.00	630.00	24.00	720.00	0.00	0.00	0.00	0.00
Schedule Totals				15,345.00		16,782.25		0.00		0.00

Project Number

2012059

Nebraska Ave - from Lincoln St to Post St

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	16,101.00	66,928.10	15,345.00	0.00	0.00	0.00	0.00	0.00	98,374.10
Red Diamond Construc	11,301.00	52,120.55	12,580.00	0.00	0.00	0.00	0.00	0.00	76,001.55
Inland Asphalt Compan	26,489.95	47,797.55	15,129.50	0.00	0.00	0.00	0.00	0.00	89,417.00
William Winkler Compa	19,551.00	57,308.70	17,306.50	0.00	0.00	0.00	0.00	0.00	94,166.20
Spokane Rock Product	26,137.12	55,092.88	13,770.00	0.00	0.00	0.00	0.00	0.00	95,000.00
Cameron-Reilly LLC	14,177.00	68,354.05	15,635.00	0.00	0.00	0.00	0.00	0.00	98,166.05
Shamrock Paving Inc	22,351.00	64,819.60	13,904.50	0.00	0.00	0.00	0.00	0.00	101,075.10
MDM Construction	60,551.00	62,685.25	16,782.25	0.00	0.00	0.00	0.00	0.00	140,018.50

Low Bid Contractor: Red Diamond Construction Inc

	Contractor's Bid	Engineer's Estimate	% Variance
Schedule 01	\$11,301.00	\$16,101.00	29.81 % Under Estimate
Schedule 02	\$52,120.55	\$66,928.10	22.12 % Under Estimate
Schedule 03	\$12,580.00	\$15,345.00	18.02 % Under Estimate
Bid Totals	\$76,001.55	\$98,374.10	22.74 % Under Estimate



Agenda Sheet for City Council Meeting of:
07/08/2013

Date Rec'd	6/26/2013
Clerk's File #	PRO 2013-0015
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	GARY NELSON 625-6678	Project #	2011074
Contact E-Mail	GNELSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 13571
Agenda Item Name	0370-LOW BID AWARD-RED DIAMOND-DOWNTOWN BICYCLE NETWORK		

Agenda Wording

Low Bid of Red Diamond Construction, Inc. (Spokane, WA) for Downtown Bicycle Network Completion - \$394,509.00. An administrative reserve of \$39,450.90, which is 10% of the contract price, will be set aside.

Summary (Background)

On June 24, 2013 bids were opened for the above project. The low bid was from Red Diamond Construction, Inc. in the amount of \$394,509.00, which is \$55,490.39 or 12.33% under the Engineer's Estimate; two other bids were received as follows: Cameron-Reilly, LLC - \$451,015.11 and William Winkler Company - \$585,800.80.

Fiscal Impact		Budget Account	
Expense	\$ 433,959.90	#	3200 95032 95300 56501
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	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		ewade@spokanecity.org	
Purchasing		mhughes@spokanecity.org	
		pdolan@spokanecity.org	
		mlesesne@spokanecity.org	
		htrautman@spokanecity.org	

City Of Spokane
Engineering Services Department

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

Project Number: 2011074

Project Description: Downtown Bicycle Network Completion

Original Date: 11/13/2012 2:05:52 PM

Funding Source: Federal

Update Date: 6/24/2013 2:38:25 PM

Preparer: Jeremy Kain

Addendum:

Project Number: 2011074			Engineer's Estimate		Red Diamond Construction Inc		Cameron-Reilly LLC		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 General				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	*****	400.00	*****	500.00	*****	1,500.00
103	POTHOLING	2 EA	450.00	900.00	250.00	500.00	300.00	600.00	600.00	1,200.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	2 EA	500.00	1,000.00	500.00	1,000.00	400.00	800.00	800.00	1,600.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	800.00	*****	1,500.00	*****	1,200.00	*****	2,000.00
106	MOBILIZATION	1 LS	*****	55,000.00	*****	57,000.00	*****	41,000.00	*****	58,800.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	40,000.00	*****	30,000.00	*****	62,588.00	*****	115,000.00
108	SEQUENTIAL ARROW SIGN	700 HR	4.25	2,975.00	5.00	3,500.00	2.00	1,400.00	10.00	7,000.00
109	CLEARING AND GRUBBING	1 LS	*****	2,500.00	*****	2,500.00	*****	6,500.00	*****	2,500.00
110	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	800.00	*****	300.00	*****	1,200.00	*****	3,500.00
111	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	2,500.00	*****	1,200.00	*****	5,000.00	*****	6,500.00
112	REMOVE EXISTING CURB	628 LF	4.50	2,826.00	8.00	5,024.00	10.00	6,280.00	6.50	4,082.00
113	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	386 SY	7.50	2,895.00	10.00	3,860.00	18.00	6,948.00	12.00	4,632.00
114	SAWCUTTING CURB	14 EA	20.00	280.00	70.00	980.00	30.00	420.00	40.00	560.00

Project Number: 2011074			Engineer's Estimate		Red Diamond Construction Inc		Cameron-Reilly LLC		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> General				Public Street Improvement						
115	SAWCUTTING RIGID PAVEMENT	1540 LFI	1.50	2,310.00	1.25	1,925.00	1.00	1,540.00	1.25	1,925.00
116	SAWCUTTING FLEXIBLE PAVEMENT	3695 LFI	0.75	2,771.25	1.15	4,249.25	1.00	3,695.00	0.40	1,478.00
117	CRUSHED SURFACING TOP COURSE	32 CY	32.00	1,024.00	75.00	2,400.00	70.00	2,240.00	110.00	3,520.00
118	CSTC FOR SIDEWALK AND DRIVEWAYS	90 CY	40.00	3,600.00	70.00	6,300.00	60.00	5,400.00	90.00	8,100.00
119	HMA CL. 1/2 IN. PG 64-28, 2 INCH THICK	429 SY	10.00	4,290.00	21.25	9,116.25	21.00	9,009.00	26.00	11,154.00
120	HMA CL. 1/2 IN. PG 70-28, 5 INCH THICK	167 SY	27.99	4,674.88	70.00	11,690.00	64.00	10,688.00	120.00	20,040.00
121	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 5 INCH THICK	243 SY	44.00	10,692.00	50.00	12,150.00	51.00	12,393.00	90.00	21,870.00
122	PAVEMENT REPAIR EXCAVATION INCL. HAUL	251 SY	15.00	3,765.00	13.00	3,263.00	35.61	8,938.11	16.00	4,016.00
123	SOIL RESIDUAL HERBICIDE	640 SY	0.40	256.00	0.20	128.00	1.25	800.00	2.00	1,280.00
124	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN ASPHALT	2 EA	400.00	800.00	800.00	1,600.00	700.00	1,400.00	1,500.00	3,000.00
125	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	1 EA	728.76	728.76	850.00	850.00	1,000.00	1,000.00	500.00	500.00
126	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	300.00	300.00	300.00	300.00	300.00	300.00	500.00	500.00
127	INLET PROTECTION	9 EA	125.00	1,125.00	75.00	675.00	100.00	900.00	150.00	1,350.00
128	STREET CLEANING	20 HR	150.00	3,000.00	4.00	80.00	100.00	2,000.00	250.00	5,000.00
129	TOPSOIL TYPE A, 6 INCH THICK	45 SY	8.00	360.00	30.00	1,350.00	15.00	675.00	20.00	900.00
130	PSIPE KINNIKINICK, 4 IN. POT	50 EA	6.00	300.00	10.00	500.00	16.00	800.00	17.00	850.00
131	PSIPE JUNIPER, 1 GALLON POT	20 EA	20.00	400.00	25.00	500.00	30.00	600.00	35.00	700.00
132	3 IN. PVC IRRIGATION SLEEVE	30 LF	10.00	300.00	15.00	450.00	15.00	450.00	20.00	600.00

Project Number: 2011074			Engineer's Estimate		Red Diamond Construction Inc		Cameron-Reilly LLC		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 General				Public Street Improvement						
133	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 FA	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
134	CEMENT CONCRETE CURB	540 LF	18.00	9,720.00	16.50	8,910.00	16.00	8,640.00	17.00	9,180.00
135	MONUMENT FRAME AND COVER	1 EA	350.00	350.00	450.00	450.00	250.00	250.00	1,500.00	1,500.00
136	CEMENT CONC. SIDEWALK	490 SY	36.00	17,640.00	31.00	15,190.00	40.00	19,600.00	33.00	16,170.00
137	RAMP DETECTABLE WARNING	80 SF	25.00	2,000.00	20.00	1,600.00	20.00	1,600.00	27.00	2,160.00
138	TRAFFIC SIGNAL SYSTEM RETROFIT	1 LS	*****	40,000.00	*****	31,000.00	*****	28,215.00	*****	35,000.00
139	INDUCTION VEHICLE LOOP DETECTOR	34 EA	750.00	25,500.00	400.00	13,600.00	512.00	17,408.00	600.00	20,400.00
140	SIGNING, PERMANENT	1 LS	*****	44,000.00	*****	41,000.00	*****	44,000.00	*****	45,000.00
141	REMOVAL OF EXISTING PAVEMENT MARKINGS	1468 SF	4.50	6,606.00	2.35	3,449.80	3.00	4,404.00	7.10	10,422.80
142	REMOVAL OF EXISTING WORD AND SYMBOL MARKINGS	11 EA	75.00	825.00	75.00	825.00	100.00	1,100.00	300.00	3,300.00
143	PAVEMENT MARKING - DURABLE	7159 SF	10.00	71,590.00	4.30	30,783.70	5.00	35,795.00	5.00	35,795.00
144	PAVEMENT MARKING - DURABLE HEAT APPLIED	3886 SF	10.00	38,860.00	8.50	33,031.00	10.00	38,860.00	12.00	46,632.00
145	PAVEMENT MARKING - PAINT	1325 SF	1.00	1,325.00	1.00	1,325.00	1.00	1,325.00	2.00	2,650.00
146	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	56 EA	200.00	11,200.00	350.00	19,600.00	375.00	21,000.00	300.00	16,800.00
147	REINFORCED DOWELED CURB	189 LF	10.50	1,984.50	16.00	3,024.00	12.00	2,268.00	17.00	3,213.00
148	TRAFFIC ISLAND CONCRETE	153 SY	45.00	6,885.00	35.00	5,355.00	45.00	6,885.00	40.00	6,120.00
149	MOVEABLE BOLLARD	3 EA	1,000.00	3,000.00	1,350.00	4,050.00	1,600.00	4,800.00	1,500.00	4,500.00
150	BIKE RACK	10 EA	1,000.00	10,000.00	600.00	6,000.00	750.00	7,500.00	2,500.00	25,000.00
151	CEMENT CONC. SIDEWALK WITH EXPOSED AGGREGATE	46 SY	40.00	1,840.00	44.00	2,024.00	100.00	4,600.00	50.00	2,300.00

Project Number: 2011074			Engineer's Estimate		Red Diamond Construction Inc		Cameron-Reilly LLC		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> General				Public Street Improvement						
152	TEMPORARY PAVEMENT MARKING	1 LS	*****	2,000.00	*****	7,000.00	*****	4,500.00	*****	3,000.00
<i>Schedule Totals</i>				449,999.39		394,509.00		451,015.11		585,800.80

Project Number **2011074**

Downtown Bicycle Network Completion

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	449,999.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	449,999.39
Red Diamond Construc	394,509.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	394,509.00
Cameron-Reilly LLC	451,015.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	451,015.11
William Winkler Compa	585,800.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	585,800.80

Low Bid Contractor: Red Diamond Construction Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$394,509.00	\$449,999.39	12.33	% Under Estimate
Bid Totals	\$394,509.00	\$449,999.39	12.33	% Under Estimate



Agenda Sheet for City Council Meeting of:

07/08/2013

Date Rec'd	6/26/2013
Clerk's File #	PRO 2013-0016
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	GARY NELSON 625-6678	Project #	2012135
Contact E-Mail	GNELSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 13585
Agenda Item Name	0370-LOW BID AWARD-BACON CONCRETE-SHILOH HILLS ELEMENTARY		

Agenda Wording

Low Bid of Bacon Concrete, Inc. (Colbert, WA) for Shiloh Hills Elementary Sidewalks - \$132,760.00. An administrative reserve of \$13,276.00, which is 10% of the contract price, will be set aside.

Summary (Background)

On June 24, 2013 bids were opened for the above project. The low bid was from Bacon Concrete, Inc. in the amount of \$132,760.00, which is \$23,074.00 or 14.81% under the Engineer's Estimate; three other bids were received as follows: Red Diamond Construction, Inc. - \$146,576.00, Cameron-Reilly, LLC - \$159,932.00 and William Winkler Company - \$196,243.46.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 146,036.00	#	6785 49815 95300 56501
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<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	rdykes@spokanecity.org	
<u>Additional Approvals</u>		ewade@spokanecity.org	
<u>Purchasing</u>		mhughes@spokanecity.org	
		pdolan@spokanecity.org	
		mlesesne@spokanecity.org	
		htrautman@spokanecity.org	

City Of Spokane
Engineering Services Department

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

Project Number: 2012135

Project Description: Shiloh Hills Sidewalks

Original Date: 5/13/2013 10:43:22 AM

Funding Source: Local

Update Date: 6/24/2013 3:23:17 PM

Preparer: John Saywers

Addendum:

Project Number: 2012135	Engineer's Estimate	Bacon Concrete Inc	Red Diamond Construction Inc	Cameron-Reilly LLC
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Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
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<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule</i>	<i>01</i>	Sidewalk		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	*****	500.00	*****	350.00	*****	500.00
103	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	5,000.00	*****	500.00	*****	3,200.00	*****	1,200.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	2 EA	300.00	600.00	500.00	1,000.00	450.00	900.00	500.00	1,000.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,000.00	*****	1,300.00	*****	1,200.00	*****	1,000.00
106	MOBILIZATION	1 LS	*****	15,000.00	*****	10,000.00	*****	14,250.00	*****	7,376.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	1,000.00	*****	2,300.00	*****	2,800.00	*****	750.00
108	CLEARING AND GRUBBING	1 LS	*****	5,000.00	*****	4,500.00	*****	3,700.00	*****	11,000.00
109	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	2,000.00	*****	700.00	*****	250.00	*****	750.00
110	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00	*****	2,000.00	*****	3,700.00	*****	7,500.00
111	REMOVE EXISTING CURB	750 LF	6.50	4,875.00	6.00	4,500.00	8.00	6,000.00	10.00	7,500.00
112	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	425 SY	6.00	2,550.00	10.00	4,250.00	9.00	3,825.00	15.00	6,375.00
113	SAWCUTTING CURB	50 EA	20.00	1,000.00	45.00	2,250.00	65.00	3,250.00	30.00	1,500.00
114	SAWCUTTING RIGID PAVEMENT	1350 LFI	1.50	2,025.00	1.60	2,160.00	1.00	1,350.00	1.00	1,350.00

Project Number: 2012135			Engineer's Estimate		Bacon Concrete Inc		Red Diamond Construction 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 Sidewalk</i>				<i>Public Street Improvement</i>						
115	SAWCUTTING FLEXIBLE PAVEMENT	50 LFI	1.00	50.00	2.00	100.00	2.00	100.00	5.00	250.00
116	CSTC FOR SIDEWALK AND DRIVEWAYS	120 CY	42.00	5,040.00	34.00	4,080.00	47.00	5,640.00	40.00	4,800.00
117	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	10 SY	40.00	400.00	200.00	2,000.00	150.00	1,500.00	150.00	1,500.00
118	CEMENT CONCRETE CURB WALL	320 LF	40.00	12,800.00	32.00	10,240.00	34.00	10,880.00	45.00	14,400.00
119	ADJUST TYPE III CONC. STORM FRAME	3 EA	350.00	1,050.00	300.00	900.00	800.00	2,400.00	600.00	1,800.00
120	INLET PROTECTION	11 EA	75.00	825.00	70.00	770.00	45.00	495.00	100.00	1,100.00
121	STREET CLEANING	10 HR	150.00	1,500.00	65.00	650.00	4.00	40.00	100.00	1,000.00
122	SEEDING FERTILIZING AND MULCHING	100 SY	5.00	500.00	4.00	400.00	14.50	1,450.00	15.00	1,500.00
123	TOPSOIL TYPE A, 2 INCH THICK	500 SY	6.00	3,000.00	6.00	3,000.00	4.00	2,000.00	7.00	3,500.00
124	SOD INSTALLATION	500 SY	12.00	6,000.00	15.00	7,500.00	7.50	3,750.00	10.00	5,000.00
125	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	4,000.00	*****	2,400.00	*****	8,000.00	*****	8,000.00
126	CEMENT CONCRETE CURB	750 LF	16.00	12,000.00	21.00	15,750.00	15.50	11,625.00	16.00	12,000.00
127	CEMENT CONCRETE DRIVEWAY	320 SY	45.00	14,400.00	37.80	12,096.00	40.00	12,800.00	40.00	12,800.00
128	CEMENT CONCRETE DRIVEWAY TRANSITION	110 SY	31.00	3,410.00	37.80	4,158.00	40.00	4,400.00	35.00	3,850.00
129	MODIFY FENCING, STA 28+25	1 LS	*****	300.00	*****	800.00	*****	1,480.00	*****	2,500.00
130	CEMENT CONC. SIDEWALK	1100 SY	38.00	41,800.00	24.75	27,225.00	27.00	29,700.00	30.00	33,000.00
131	RAMP DETECTABLE WARNING	64 SF	22.00	1,408.00	20.00	1,280.00	25.00	1,600.00	20.00	1,280.00
132	MAILBOX SUPPORT TYPE ____	1 EA	200.00	200.00	550.00	550.00	500.00	500.00	750.00	750.00
133	SIGNING, PERMANENT	1 LS	*****	1,000.00	*****	1,300.00	*****	1,200.00	*****	1,500.00

Project Number: 2012135			Engineer's Estimate		Bacon Concrete Inc		Red Diamond Construction 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> Sidewalk				Public Street Improvement						
134	CEMENT CONCRETE STEPS	8 EA	100.00	800.00	200.00	1,600.00	280.00	2,240.00	200.00	1,600.00
Schedule Totals				155,834.00	132,760.00	146,576.00	159,932.00			

Project Number: 2012135			Engineer's Estimate		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 Sidewalk				Public Street Improvement						
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	300.00	*****	500.00	*****	0.00	*****	0.00
103	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	5,000.00	*****	5,000.00	*****	0.00	*****	0.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	2 EA	300.00	600.00	540.00	1,080.00	0.00	0.00	0.00	0.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,000.00	*****	1,440.00	*****	0.00	*****	0.00
106	MOBILIZATION	1 LS	*****	15,000.00	*****	22,260.00	*****	0.00	*****	0.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	1,000.00	*****	10,000.00	*****	0.00	*****	0.00
108	CLEARING AND GRUBBING	1 LS	*****	5,000.00	*****	3,450.00	*****	0.00	*****	0.00
109	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	2,000.00	*****	4,868.17	*****	0.00	*****	0.00
110	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00	*****	6,900.00	*****	0.00	*****	0.00
111	REMOVE EXISTING CURB	750 LF	6.50	4,875.00	6.90	5,175.00	0.00	0.00	0.00	0.00
112	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	425 SY	6.00	2,550.00	17.25	7,331.25	0.00	0.00	0.00	0.00
113	SAWCUTTING CURB	50 EA	20.00	1,000.00	25.00	1,250.00	0.00	0.00	0.00	0.00
114	SAWCUTTING RIGID PAVEMENT	1350 LFI	1.50	2,025.00	1.15	1,552.50	0.00	0.00	0.00	0.00
115	SAWCUTTING FLEXIBLE PAVEMENT	50 LFI	1.00	50.00	0.40	20.00	0.00	0.00	0.00	0.00
116	CSTC FOR SIDEWALK AND DRIVEWAYS	120 CY	42.00	5,040.00	56.33	6,759.60	0.00	0.00	0.00	0.00
117	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	10 SY	40.00	400.00	280.00	2,800.00	0.00	0.00	0.00	0.00
118	CEMENT CONCRETE CURB WALL	320 LF	40.00	12,800.00	62.00	19,840.00	0.00	0.00	0.00	0.00
119	ADJUST TYPE III CONC. STORM FRAME	3 EA	350.00	1,050.00	302.50	907.50	0.00	0.00	0.00	0.00

Project Number: 2012135			Engineer's Estimate		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 Sidewalk				Public Street Improvement						
120	INLET PROTECTION	11 EA	75.00	825.00	115.00	1,265.00	0.00	0.00	0.00	0.00
121	STREET CLEANING	10 HR	150.00	1,500.00	179.75	1,797.50	0.00	0.00	0.00	0.00
122	SEEDING FERTILIZING AND MULCHING	100 SY	5.00	500.00	14.95	1,495.00	0.00	0.00	0.00	0.00
123	TOPSOIL TYPE A, 2 INCH THICK	500 SY	6.00	3,000.00	8.11	4,055.00	0.00	0.00	0.00	0.00
124	SOD INSTALLATION	500 SY	12.00	6,000.00	7.37	3,685.00	0.00	0.00	0.00	0.00
125	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	4,000.00	*****	7,920.00	*****	0.00	*****	0.00
126	CEMENT CONCRETE CURB	750 LF	16.00	12,000.00	20.00	15,000.00	0.00	0.00	0.00	0.00
127	CEMENT CONCRETE DRIVEWAY	320 SY	45.00	14,400.00	40.00	12,800.00	0.00	0.00	0.00	0.00
128	CEMENT CONCRETE DRIVEWAY TRANSITION	110 SY	31.00	3,410.00	39.52	4,347.20	0.00	0.00	0.00	0.00
129	MODIFY FENCING, STA 28+25	1 LS	*****	300.00	*****	300.00	*****	0.00	*****	0.00
130	CEMENT CONC. SIDEWALK	1100 SY	38.00	41,800.00	33.00	36,300.00	0.00	0.00	0.00	0.00
131	RAMP DETECTABLE WARNING	64 SF	22.00	1,408.00	22.00	1,408.00	0.00	0.00	0.00	0.00
132	MAILBOX SUPPORT TYPE ___	1 EA	200.00	200.00	599.50	599.50	0.00	0.00	0.00	0.00
133	SIGNING, PERMANENT	1 LS	*****	1,000.00	*****	1,232.00	*****	0.00	*****	0.00
134	CEMENT CONCRETE STEPS	8 EA	100.00	800.00	363.03	2,904.24	0.00	0.00	0.00	0.00
Schedule Totals				155,834.00		196,243.46		0.00		0.00

Project Number **2012135** **Shiloh Hills Sidewalks**

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	155,834.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	155,834.00
Bacon Concrete Inc	132,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	132,760.00
Red Diamond Construc	146,576.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	146,576.00
Cameron-Reilly LLC	159,932.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	159,932.00
William Winkler Compa	196,243.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	196,243.46

Low Bid Contractor: Bacon Concrete Inc

	Contractor's Bid	Engineer's Estimate	% Variance
Schedule 01	\$132,760.00	\$155,834.00	14.81 % Under Estimate
Bid Totals	\$132,760.00	\$155,834.00	14.81 % Under Estimate



Agenda Sheet for City Council Meeting of:

07/08/2013

Date Rec'd	6/26/2013
Clerk's File #	PRO 2013-0017
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	GARY NELSON 625-6678	Project #	2013041
Contact E-Mail	GNELSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 13586
Agenda Item Name	0370-LOW BID AWARD-SPOKANE ROCK PRODUCTS-GRIND AND OVERLAY		

Agenda Wording

Low Bid of Spokane Rock Products, Inc. (Spokane Valley) for 2013 City of Spokane Grind and Overlay Program - \$454,138.15. An administrative reserve of \$45,413.82, which is 10% of the contract price, will be set aside.

Summary (Background)

On June 24, 2013 bids were opened for the above project. The low bid was from Spokane Rock Products, Inc. in the amount of \$454,138.15, which is \$89,686.38 or 16.49% under the Engineer's Estimate; three other bids were received as follows: Shamrock Paving, Inc. - \$515,225.15, Inland Asphalt Company - \$551,753.00 and Poe Asphalt Paving - \$575,608.14.

Fiscal Impact		Budget Account	
Expense	\$ 499,551.97	#	6785 49814 42800 54201
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	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		ewade@spokanecity.org	
Purchasing		mhughes@spokanecity.org	
		pdolan@spokanecity.org	
		mlesesne@spokanecity.org	
		htrautman@spokanecity.org	

City Of Spokane
Engineering Services Department

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

Project Number: 2013041

Project Description: 2013 COS Grind and Overlay Program

Original Date: 5/23/2013 4:11:17 PM

Funding Source: Local

Update Date: 6/24/2013 2:15:27 PM

Preparer: Steve Hansen

Addendum:

Project Number: 2013041			Engineer's Estimate		Spokane Rock Products Inc		Shamrock Paving Inc		Inland Asphalt 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 General				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	*****	750.00	*****	500.00	*****	500.00	*****	500.00
103	POTHOLING	18 EA	350.00	6,300.00	400.00	7,200.00	150.00	2,700.00	250.00	4,500.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	7,000.00	*****	2,500.00	*****	5,000.00	*****	5,600.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	10 EA	250.00	2,500.00	400.00	4,000.00	425.00	4,250.00	400.00	4,000.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,000.00	*****	1,000.00	*****	1,100.00	*****	1,000.00
107	MOBILIZATION	1 LS	*****	50,000.00	*****	25,000.00	*****	24,000.00	*****	43,500.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	25,000.00	*****	19,000.00	*****	22,000.00	*****	54,000.00
109	TYPE III BARRICADE	38 EA	75.00	2,850.00	18.00	684.00	50.00	1,900.00	18.00	684.00
110	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	2,500.00	*****	2,500.00	*****	1,500.00	*****	750.80
111	REMOVE EXISTING CURB	915 LF	4.50	4,117.50	6.00	5,490.00	9.00	8,235.00	4.00	3,660.00
112	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	291 SY	6.00	1,746.00	8.00	2,328.00	11.00	3,201.00	25.00	7,275.00
113	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	2 EA	400.00	800.00	450.00	900.00	600.00	1,200.00	250.00	500.00
114	SAWCUTTING CURB	50 EA	20.00	1,000.00	25.00	1,250.00	25.00	1,250.00	23.00	1,150.00

Project Number: 2013041			Engineer's Estimate		Spokane Rock Products Inc		Shamrock Paving Inc		Inland Asphalt 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> General				Public Street Improvement						
115	SAWCUTTING RIGID PAVEMENT	916 LFI	1.25	1,145.00	1.00	916.00	1.00	916.00	0.70	641.20
116	SAWCUTTING FLEXIBLE PAVEMENT	20000 LFI	0.30	6,000.00	0.30	6,000.00	0.30	6,000.00	0.25	5,000.00
117	REMOVE UNSUITABLE FOUNDATION MATERIAL	150 CY	30.00	4,500.00	14.00	2,100.00	14.00	2,100.00	23.00	3,450.00
118	REPLACE UNSUITABLE FOUNDATION MATERIAL	150 CY	40.00	6,000.00	28.00	4,200.00	30.00	4,500.00	25.00	3,750.00
119	CSTC FOR SIDEWALK AND DRIVEWAYS	27 CY	45.00	1,215.00	122.65	3,311.55	22.00	594.00	48.00	1,296.00
120	HMA CL. 1/2 IN. PG 70-28, 2 INCH THICK	6295 SY	8.50	53,507.50	7.70	48,471.50	7.50	47,212.50	8.00	50,360.00
121	HMA CL. 1/2 IN. PG 64-28, 2 INCH THICK	10597 SY	8.00	84,776.00	7.75	82,126.75	7.50	79,477.50	7.75	82,126.75
122	HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	650 TO	85.00	55,250.00	67.00	43,550.00	77.00	50,050.00	77.50	50,375.00
123	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 3 INCH THICK	700 SY	25.00	17,500.00	21.00	14,700.00	25.00	17,500.00	28.00	19,600.00
124	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	1500 SY	25.50	38,250.00	18.50	27,750.00	23.00	34,500.00	22.00	33,000.00
125	PAVEMENT REPAIR EXCAVATION INCL. HAUL	2200 SY	15.00	33,000.00	6.00	13,200.00	8.50	18,700.00	6.55	14,410.00
126	PLANING BITUMINOUS PAVEMENT	8871 SY	2.00	17,742.00	1.65	14,637.15	3.50	31,048.50	3.30	29,274.30
127	JOB MIX COMPLIANCE PRICE ADJUSTMENT	-1 CAL	1.00	-1.00	1.00	-1.00	1.00	-1.00	1.00	-1.00
128	COMPACTION PRICE ADJUSTMENT	1 EST	3,880.00	3,880.00	3,880.00	3,880.00	3,880.00	3,880.00	3,880.00	3,880.00
129	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	46 EA	275.00	12,650.00	200.00	9,200.00	350.00	16,100.00	300.00	13,800.00
130	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN CONCRETE	1 EA	350.00	350.00	225.00	225.00	300.00	300.00	300.00	300.00
131	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	44 EA	400.00	17,600.00	380.00	16,720.00	450.00	19,800.00	400.00	17,600.00

Project Number: 2013041			Engineer's Estimate		Spokane Rock Products Inc		Shamrock Paving Inc		Inland Asphalt 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> General				Public Street Improvement						
132	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN CONCRETE	1 EA	600.00	600.00	450.00	450.00	450.00	450.00	400.00	400.00
133	CATCH BASIN TYPE 1	2 EA	1,850.00	3,700.00	1,600.00	3,200.00	1,800.00	3,600.00	2,000.00	4,000.00
134	CATCH BASIN TYPE 3	1 EA	1,800.00	1,800.00	1,700.00	1,700.00	2,500.00	2,500.00	2,100.00	2,100.00
135	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	1 EA	700.00	700.00	450.00	450.00	700.00	700.00	550.00	550.00
136	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & VANED GRATE	2 EA	700.00	1,400.00	450.00	900.00	700.00	1,400.00	550.00	1,100.00
137	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	8 EA	450.00	3,600.00	480.00	3,840.00	700.00	5,600.00	500.00	4,000.00
138	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	11 EA	570.55	6,276.03	500.00	5,500.00	700.00	7,700.00	600.00	6,600.00
139	FRAME AND GRATE FOR CATCH BASIN OR GRATE INLET	1 EA	500.00	500.00	450.00	450.00	700.00	700.00	550.00	550.00
140	CLEANING EXISTING DRAINAGE STRUCTURE	12 EA	250.00	3,000.00	250.00	3,000.00	275.00	3,300.00	300.00	3,600.00
141	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	48 LF	40.00	1,920.00	58.00	2,784.00	65.00	3,120.00	50.00	2,400.00
142	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	2 EA	400.00	800.00	125.00	250.00	500.00	1,000.00	350.00	700.00
143	CLEANING EXISTING SANITARY SEWER	12 EA	250.00	3,000.00	225.00	2,700.00	400.00	4,800.00	300.00	3,600.00
144	INLET PROTECTION	18 EA	100.00	1,800.00	115.00	2,070.00	60.00	1,080.00	95.00	1,710.00
145	STREET CLEANING	60 HR	100.00	6,000.00	150.00	9,000.00	210.00	12,600.00	140.00	8,400.00
146	TOPSOIL TYPE A, 2 INCH THICK	80 SY	5.00	400.00	6.00	480.00	7.00	560.00	7.00	560.00
147	SOD INSTALLATION	80 SY	10.00	800.00	7.50	600.00	8.00	640.00	8.00	640.00
148	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	1,000.00	*****	2,250.00	*****	2,500.00	*****	2,300.00

Project Number: 2013041		Engineer's Estimate		Spokane Rock Products Inc		Shamrock Paving Inc		Inland Asphalt 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> General				Public Street Improvement						
149	CEMENT CONCRETE CURB	359 LF	18.50	6,641.50	16.00	5,744.00	17.00	6,103.00	18.50	6,641.50
150	CEMENT CONC. CURB AND GUTTER	561 LF	22.00	12,342.00	22.00	12,342.00	23.00	12,903.00	23.50	13,183.50
151	CEMENT CONC. SIDEWALK	471 SY	30.00	14,130.00	38.25	18,015.75	40.00	18,840.00	37.50	17,662.50
152	RAMP DETECTABLE WARNING	208 SF	20.00	4,160.00	20.00	4,160.00	21.00	4,368.00	20.00	4,160.00
153	SIGNING, PERMANENT	1 LS	*****	3,000.00	*****	5,070.00	*****	5,200.00	*****	5,070.00
154	PAVEMENT MARKING - DURABLE HEAT APPLIED	437 SF	10.00	4,370.00	8.50	3,714.50	8.75	3,823.75	8.50	3,714.50
155	REMOVAL OF EXISTING PAVEMENT MARKINGS	392 SF	4.50	1,764.00	2.50	980.00	2.60	1,019.20	2.50	980.00
156	PAVEMENT MARKING - PAINT	807 SF	1.00	807.00	0.85	685.95	0.90	726.30	0.85	685.95
157	PERMANENT DOT LANE MARKER 4X6	77 EA	5.00	385.00	6.00	462.00	6.20	477.40	6.00	462.00
Schedule Totals				543,824.53		454,138.15		515,225.15		551,753.00

Project Number: 2013041			Engineer's Estimate		Poe Asphalt Paving					
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 General				Public Street Improvement						
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	750.00	*****	500.00	*****	0.00	*****	0.00
103	POTHOLING	18 EA	350.00	6,300.00	300.00	5,400.00	0.00	0.00	0.00	0.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	7,000.00	*****	4,000.00	*****	0.00	*****	0.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	10 EA	250.00	2,500.00	400.00	4,000.00	0.00	0.00	0.00	0.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,000.00	*****	1,000.00	*****	0.00	*****	0.00
107	MOBILIZATION	1 LS	*****	50,000.00	*****	48,842.63	*****	0.00	*****	0.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	25,000.00	*****	100,750.00	*****	0.00	*****	0.00
109	TYPE III BARRICADE	38 EA	75.00	2,850.00	50.00	1,900.00	0.00	0.00	0.00	0.00
110	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	2,500.00	*****	2,000.00	*****	0.00	*****	0.00
111	REMOVE EXISTING CURB	915 LF	4.50	4,117.50	4.00	3,660.00	0.00	0.00	0.00	0.00
112	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	291 SY	6.00	1,746.00	7.00	2,037.00	0.00	0.00	0.00	0.00
113	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	2 EA	400.00	800.00	800.00	1,600.00	0.00	0.00	0.00	0.00
114	SAWCUTTING CURB	50 EA	20.00	1,000.00	15.00	750.00	0.00	0.00	0.00	0.00
115	SAWCUTTING RIGID PAVEMENT	916 LFI	1.25	1,145.00	0.85	778.60	0.00	0.00	0.00	0.00
116	SAWCUTTING FLEXIBLE PAVEMENT	20000 LFI	0.30	6,000.00	0.25	5,000.00	0.00	0.00	0.00	0.00
117	REMOVE UNSUITABLE FOUNDATION MATERIAL	150 CY	30.00	4,500.00	15.00	2,250.00	0.00	0.00	0.00	0.00
118	REPLACE UNSUITABLE FOUNDATION MATERIAL	150 CY	40.00	6,000.00	15.00	2,250.00	0.00	0.00	0.00	0.00
119	CSTC FOR SIDEWALK AND DRIVEWAYS	27 CY	45.00	1,215.00	40.00	1,080.00	0.00	0.00	0.00	0.00

Project Number: 2013041			Engineer's Estimate		Poe Asphalt Paving					
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> General					Public Street Improvement					
120	HMA CL. 1/2 IN. PG 70-28, 2 INCH THICK	6295 SY	8.50	53,507.50	7.94	49,982.30	0.00	0.00	0.00	0.00
121	HMA CL. 1/2 IN. PG 64-28, 2 INCH THICK	10597 SY	8.00	84,776.00	7.90	83,716.30	0.00	0.00	0.00	0.00
122	HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	650 TO	85.00	55,250.00	88.49	57,518.50	0.00	0.00	0.00	0.00
123	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 3 INCH THICK	700 SY	25.00	17,500.00	18.51	12,957.00	0.00	0.00	0.00	0.00
124	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	1500 SY	25.50	38,250.00	19.98	29,970.00	0.00	0.00	0.00	0.00
125	PAVEMENT REPAIR EXCAVATION INCL. HAUL	2200 SY	15.00	33,000.00	10.79	23,738.00	0.00	0.00	0.00	0.00
126	PLANING BITUMINOUS PAVEMENT	8871 SY	2.00	17,742.00	1.91	16,943.61	0.00	0.00	0.00	0.00
127	JOB MIX COMPLIANCE PRICE ADJUSTMENT	-1 CAL	1.00	-1.00	1.00	-1.00	0.00	0.00	0.00	0.00
128	COMPACTION PRICE ADJUSTMENT	1 EST	3,880.00	3,880.00	3,880.00	3,880.00	0.00	0.00	0.00	0.00
129	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	46 EA	275.00	12,650.00	200.00	9,200.00	0.00	0.00	0.00	0.00
130	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN CONCRETE	1 EA	350.00	350.00	150.00	150.00	0.00	0.00	0.00	0.00
131	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	44 EA	400.00	17,600.00	300.00	13,200.00	0.00	0.00	0.00	0.00
132	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN CONCRETE	1 EA	600.00	600.00	150.00	150.00	0.00	0.00	0.00	0.00
133	CATCH BASIN TYPE 1	2 EA	1,850.00	3,700.00	600.00	1,200.00	0.00	0.00	0.00	0.00
134	CATCH BASIN TYPE 3	1 EA	1,800.00	1,800.00	900.00	900.00	0.00	0.00	0.00	0.00
135	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	1 EA	700.00	700.00	300.00	300.00	0.00	0.00	0.00	0.00

Project Number: 2013041			Engineer's Estimate		Poe Asphalt Paving					
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> General				Public Street Improvement						
136	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & VANED GRATE	2 EA	700.00	1,400.00	300.00	600.00	0.00	0.00	0.00	0.00
137	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	8 EA	450.00	3,600.00	250.00	2,000.00	0.00	0.00	0.00	0.00
138	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	11 EA	570.55	6,276.03	600.00	6,600.00	0.00	0.00	0.00	0.00
139	FRAME AND GRATE FOR CATCH BASIN OR GRATE INLET	1 EA	500.00	500.00	300.00	300.00	0.00	0.00	0.00	0.00
140	CLEANING EXISTING DRAINAGE STRUCTURE	12 EA	250.00	3,000.00	300.00	3,600.00	0.00	0.00	0.00	0.00
141	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	48 LF	40.00	1,920.00	50.00	2,400.00	0.00	0.00	0.00	0.00
142	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	2 EA	400.00	800.00	100.00	200.00	0.00	0.00	0.00	0.00
143	CLEANING EXISTING SANITARY SEWER	12 EA	250.00	3,000.00	400.00	4,800.00	0.00	0.00	0.00	0.00
144	INLET PROTECTION	18 EA	100.00	1,800.00	25.00	450.00	0.00	0.00	0.00	0.00
145	STREET CLEANING	60 HR	100.00	6,000.00	155.00	9,300.00	0.00	0.00	0.00	0.00
146	TOPSOIL TYPE A, 2 INCH THICK	80 SY	5.00	400.00	6.00	480.00	0.00	0.00	0.00	0.00
147	SOD INSTALLATION	80 SY	10.00	800.00	7.50	600.00	0.00	0.00	0.00	0.00
148	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	1,000.00	*****	1,500.00	*****	0.00	*****	0.00
149	CEMENT CONCRETE CURB	359 LF	18.50	6,641.50	16.00	5,744.00	0.00	0.00	0.00	0.00
150	CEMENT CONC. CURB AND GUTTER	561 LF	22.00	12,342.00	22.00	12,342.00	0.00	0.00	0.00	0.00
151	CEMENT CONC. SIDEWALK	471 SY	30.00	14,130.00	38.25	18,015.75	0.00	0.00	0.00	0.00
152	RAMP DETECTABLE WARNING	208 SF	20.00	4,160.00	20.00	4,160.00	0.00	0.00	0.00	0.00
153	SIGNING, PERMANENT	1 LS	*****	3,000.00	*****	5,070.00	*****	0.00	*****	0.00

Project Number: 2013041			Engineer's Estimate		Poe Asphalt Paving					
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> General				Public Street Improvement						
154	PAVEMENT MARKING - DURABLE HEAT APPLIED	437 SF	10.00	4,370.00	8.50	3,714.50	0.00	0.00	0.00	0.00
155	REMOVAL OF EXISTING PAVEMENT MARKINGS	392 SF	4.50	1,764.00	2.50	980.00	0.00	0.00	0.00	0.00
156	PAVEMENT MARKING - PAINT	807 SF	1.00	807.00	0.85	685.95	0.00	0.00	0.00	0.00
157	PERMANENT DOT LANE MARKER 4X6	77 EA	5.00	385.00	6.00	462.00	0.00	0.00	0.00	0.00
Schedule Totals				543,824.53	575,608.14		0.00			0.00

Project Number **2013041** **2013 COS Grind and Overlay Program**

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Sched 7</i>	<i>Sched 8</i>	<i>Total</i>
Engineer's Est	543,824.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	543,824.53
Spokane Rock Product	454,138.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	454,138.15
Shamrock Paving Inc	515,225.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	515,225.15
Inland Asphalt Compan	551,753.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	551,753.00
Poe Asphalt Paving	575,608.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	575,608.14

Low Bid Contractor: Spokane Rock Products Inc

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>	
Schedule 01	\$454,138.15	\$543,824.53	16.49	% Under Estimate
Bid Totals	\$454,138.15	\$543,824.53	16.49	% Under Estimate



Agenda Sheet for City Council Meeting of:

07/08/2013

Date Rec'd	6/26/2013
Clerk's File #	OPR 2011-0535
Renews #	
Cross Ref #	OPR 2006-0220
Project #	
Bid #	RFP 3770-11
Requisition #	REV

Submitting Dept	POLICE
Contact Name/Phone	JASON 835-4511
Contact E-Mail	JFRANKLIN@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0680 - AOT PSC CONTRACT EXTENSION

Agenda Wording

One year contract extension with AOT PSC (Waldorf, MD) for management of false security alarm calls. This is the first of three one year extensions. Term shall begin on July 1, 2013 and continue through June 30, 2014. Estimated revenue is \$285,000.

Summary (Background)

The current contract between AOT/PSC and the City of Spokane expires on June 30, 2013 and allows for three one year extensions. AOT will provide all tracking, administration, billing, mailing and phone correspondence with alarm companies and their customers. The City will receive 78.5% of revenues collected by the vendor. The vendor will retain 21.5% for services rendered. AOT/PSC has provided the City for the last seven years with this service and revenue.

Fiscal Impact

Revenue	\$ 285,000.00
Select	\$
Select	\$
Select	\$

Budget Account

0680-11100-28100-33828
#
#
#

Approvals

<u>Dept Head</u>	WALKER, JOE
<u>Division Director</u>	STRAUB, FRANK
<u>Finance</u>	LESESNE, MICHELE
<u>Legal</u>	BURNS, BARBARA
<u>For the Mayor</u>	SANDERS, THERESA

Council Notifications

<u>Study Session</u>	PSC 6/17/2013
<u>Other</u>	

Additional Approvals

<u>Purchasing</u>	WAHL, CONNIE	jgolden
		jgoldman
		ccortright
		Contract Accounting
		cwahl@spokanecity.org

CONTRACT EXTENSION AND AMENDMENT

THIS CONTRACT EXTENSION AND AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and AOT PUBLIC SAFETY CORPORATION, whose address is 103 Paul Mellon Court, Waldorf, Maryland 20602, as "PSC"

WHEREAS, the parties entered into a contract wherein PSC agreed to provide FALSE ALARM ADMINISTRATION FOR THE SPOKANE POLICE DEPARTMENT, and

WHEREAS, the original contract allows three (3) one (1) year extensions subject to mutual agreement by the parties, and

WHEREAS, the parties wish to extend the contract, and

The parties agree as follows:

1. DOCUMENTS. The contract dated May 23, 2011 and May 27, 2011, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EFFECTIVE DATE. This contract extension and amendment shall become effective on July 1, 2013 and end June 30, 2014.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: June 10, 2013

AOT PUBLIC SAFETY CORPORATION

E-Mail address, if available:

LGreenberg@PublicSafetyCorp.com

By: Les Greenberg

Title: CHIEF EXECUTIVE OFFICER

13-150

Briefing Paper
City of Spokane
AOT/PSC - Contract Extension
Police Department-Council Briefing Session
June 17, 2013

Subject

Contract extension with AOT/PSC for the administration of the False Alarm Program. The estimated revenue is \$285,000 for the one-year term from July 1, 2013 – June 30, 2014.

Background

The current contract between AOT/PSC and the City of Spokane expires on June 30, 2013. The current contract allows for three one year extensions. AOT/PSC has provided the Police department for the last seven years with this service and revenue.

Impact

- Substantial revenue impacts to the general fund.
- The Police Department responds to over 7000 alarm calls annually. Approximately, 98% of these alarms are false, resulting in the commitment of over 8,000 man-hours in Police Department resources to those alarms.
- This program will identify persistent false alarm problems and hold alarm companies and their customers accountable through annual registration and an assessment of cost recovery fees to reimburse the expense of responding to false alarms.

Action

Approve contract extension beginning July 1, 2013 through June 30, 2014, unless terminated earlier.

Funding

This is revenue to the general fund of approximately \$20,000 to \$38,000 a month.



Agenda Sheet for City Council Meeting of:
07/08/2013

Date Rec'd	6/26/2013
Clerk's File #	OPR 2013-0504
Renews #	

Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	DAVE STEELE 625-6064	Project #	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	Bid #	RFP 3895-12
Agenda Item Type	Contract Item	Requisition #	EBO
Agenda Item Name	5300 PROF ACCT MGMT LLC AGENDA		

Agenda Wording

Contract with Professional Account Management, LLC, a Duncan Subsidiary (PAM), (Milwaukee, WI) to provide for the purchase and implementation of a new Citation Management Software System. Contract term is for five years.

Summary (Background)

The City of Spokane is purchasing a new Citation Management Software System as part of the modernization of the current parking system. PAM was awarded the contract after an RFP process to provide the software, all associated hardware, implementation, and training services. City staff has negotiated a statement of work and all contract terms for all services to be delivered.

Fiscal Impact	Budget Account
Expense \$ 156,427.00	# 1460-21200-42650-54201
Expense \$ 143,391.00	# 5310-73100-94000-56409
Expense \$ 118,918.00	# 5310-73100-94000-56403
Expense \$ 27,480.00	# 5300-73300-18850-54820

Approvals		Council Notifications	
Dept Head	WERNER, MARK	Study Session	
Division Director	QUINTRALL, JAN	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	Accounting - pdolan@spokanecity.org	
For the Mayor	SANDERS, THERESA	Contract Accounting - mlesense@spokanecity.org	
Additional Approvals		Legal - bburns@spokanecity.org	
Purchasing	WAHL, CONNIE	Taxes & Licenses	
		Purchasing - cwahl@spokanecity.org	
		PAM - bmagee@duncansolutions.com	
		PAM - twendler@duncansolutions.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Implementation of the new system will begin upon signature of the contract. The first year estimated cost is \$315,000.00. Second year cost is estimated at \$138,000.00. Subsequent years will see minor increases based upon contract terms.

Summary (Background)

The new Citation System provides in real time, citation processing, online payments, online permit sales, tracking of parking staff for safety, real time data mapping, a wide range of reporting and data tools. Software and Hardware support for five years are included in this contract.

Fiscal Impact

Expense **\$** 5,218.00

Expense **\$**

Expense **\$**

Expense **\$**

Budget Account

5300-73300-18850-54804

#

#

#

Distribution List

dstele@spokanecity.org

sdecker@spokanecity.org

jhamilton@spokanecity.org

mhughes@spokanecity.org

arollins@spokanecity.org

lhattenburg@spokanecity.org

City Clerk's No. _____

PARKING METER SOFTWARE AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, WASHINGTON having a location at 808 West Spokane Falls Boulevard Spokane, Washington 99201 U.S.A. (City) and PROFESSIONAL ACCOUNT MANAGEMENT, LLC (PAM), a Milwaukee corporation and operating division of Duncan Solutions, having a location at 633 West Wisconsin Avenue, Suite 1600, Milwaukee, Wisconsin, U.S.A. The City and PAM may hereinafter also be referred to individually as Party, or collectively as Parties.

WHEREAS, City intends that PAM provide the goods and services described herein, and PAM intends to provide such goods and services subject to the mutually agreed terms and conditions herein, and

WHEREAS, City has completed all necessary steps for procurement and retention of goods and services under applicable City policies, procedures and other applicable rules and regulations, -- Now, Therefore,

The Parties agree as follows;

1. TERM OF AGREEMENT. This Agreement commences upon signature by both Parties and remains in effect for five (5) years (Term). This Agreement may be extended ("Extension(s)") in writing by mutual agreement of the Parties.
2. AGREEMENT AND PRECEDENCE. . This Agreement and any schedules, exhibits and attachments, and any purchase orders provided by the City that are accepted in writing by PAM (Orders), are hereby incorporated into and made part of this Agreement. Should any conflict exist, the body of this Agreement takes precedence over all schedules, attachments, Orders and other items that shall take precedence in the following order (provided, Attachments A, B and C shall have equal significance);
 - a. Attachment A - Processing Services
 - b. Attachment B - Collections Services (may implement at later date)
 - c. Attachment C - Equipment
 - d. Attachment D - Support, Warranty and Returns
 - e. Attachment E – Orders.

No different or additional terms, conditions, amendments or modifications of any type are valid or have any effect on this Agreement unless mutually agreed between the Parties in a separate writing. This Agreement governs all Orders and all products and services provided by any parent, subsidiary, affiliate,

subcontractor, agent or representative of PAM as described herein or in any writing amending this Agreement.

3. COMPENSATION. The City shall pay the amounts shown in Attachment A. Sales tax, where applicable, shall be added to the amounts shown.
4. INVOICES AND PAYMENTS. PAM will invoice the City at least monthly or as otherwise described in the Attachments. All payments are due net thirty (30) days from receipt of invoice. PAM reserves the right to add one and one-half percent (1.5%) interest, or the maximum allowed by law per month to invoices past due by ten (10) days or greater. Payments shall be remitted to:

Professional Account Management, LLC.
633 West Wisconsin Avenue Suite 1600
Milwaukee, Wisconsin 53203

5. CONFIDENTIAL INFORMATION. PAM acknowledges that the City is a public agency with certain legal obligations for transparency and public disclosure. The City acknowledges that the goods and services PAM provides incorporate proprietary design, processes and technology that if disclosed would materially harm PAM. Therefore, the City will not itself, or assist a third party in, reverse engineer, document, abuse or otherwise evaluate or use the goods and services without the express written permission of PAM. All data produced or compiled by PAM shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the other Party. All financial, statistical, personal, technical, and other data and information relating to PAM's operations shall be presumed to be confidential regardless of whether such information has been disclosed as confidential. The City shall protect all confidential information from unauthorized use and disclosure by use of the same or more effective procedures as the City requires of its own personnel to protect its own confidential information. The City is not required by this paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the City's possession and not subject to any requirement to maintain confidentiality, is independently developed by the City outside the scope of the Agreement and without the use of the confidential information, or is rightfully obtained from third parties
6. PATENTS, TRADEMARKS, COPYRIGHTS, OWNERSHIP. All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in the performance of this Agreement are the property of the Party that so invented, developed, created or discovered such intellectual property. For any non-hosted, stand-alone system, the City acknowledges and agrees that in the event the City elects to sell, license, or dispose of the system, or any portion thereof, in any way without the express written consent of PAM, this Agreement automatically and immediately terminates without notice. The firmware and software provided by PAM are proprietary products of PAM and protected under United States copyright laws.

The Software provided for installation on personal computers or server systems may be copied for archival purposes only and may not be used on more central processing units (CPUs) concurrently, than the number of purchased licenses, without prior written approval of PAM. No license under any patents, copyrights, trademarks, mask works, trade secrets or other intellectual property of PAM is granted or implied unless expressed in writing.

7. RELATIONSHIP OF THE PARTIES. PAM agrees and understands that services performed under this Agreement are performed as an independent contractor and not as an employee of the City and that PAM acquires none of the rights, privileges, powers or advantages of City employees. This Agreement does not create any relationship of agency, partnership or joint venture between the Parties. Nothing in this Agreement gives any Party the right to use any corporate names, trademarks or trade names of any other Party.

8. INDEMNIFICATION.

A. Each Party indemnifies and will defend the other, its officers, employees and agents from claims, damages and liability occasioned by or arising out of negligence in the performance of this Agreement. Except to the extent caused by the sole negligence or willful misconduct of either Party, each Party shall indemnify and hold harmless each other, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, costs (including defense) and losses accruing or resulting to any person firm, or corporation that may be injured or damaged by the other in the performance of this Agreement. This representation and warranty shall survive the termination or expiration of this Agreement.

B. Each Party shall indemnify and hold harmless the other, its officers, employees and agents, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement.

9. LIMITATION OF LIABILITY AND DISCLAIMER. UNLESS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, AND WHETHER OR NOT THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO WARRANTY, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGES, LOSS OF REVENUE, LOST PROFITS, BUSINESS OR GOODWILL.

10. INSURANCE. During the Term, PAM will maintain Bodily Injury, Liability and Property Damage Liability Insurance as required by the City in the RFP. The insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified by the City. No cancellation, material change, reduction of limits or intent not to renew the insurance coverage shall occur without thirty (30) days advance written notice to the City.
11. SUB-CONTRACTING. PAM is authorized to engage subcontractors at PAM's sole expense. PAM shall notify the City of the name, address, and other information reasonably requested regarding any proposed subcontractor, in advance of use of such subcontractor. The City shall respond in writing within two (2) business days of PAM's request for approval. Approvals under this section will not be unreasonably withheld by the City.
12. LICENSES AND CERTIFICATES OF AUTHORITY. During the Term, PAM will maintain all licenses and certificates of authority required by law.
13. COMPLIANCE WITH LAWS. The Parties shall ensure full compliance with federal, state and local laws, regulations, directives, ordinances and executive orders applicable to the performance of this Agreement.
14. RECORDS. PAM agrees that the City, or any of its duly authorized representatives may, at any time during normal business hours, have access to and the right to examine and audit any books, documents, papers, records, etc., that are pertinent to the accounting practices and process of PAM and involve transactions relating to this Agreement. PAM agrees to maintain these records for a period of three (3) years from the date of termination of this Agreement. The inspection requirements of this section shall survive any termination of the Agreement by no less than three (3) years.
15. SEVERABILITY. If any provision in this Agreement, or the application thereof to any person or circumstance is determined by any competent court to be held invalid, illegal, or unenforceable, that determination shall not affect the validity, legality, or enforceability of the remainder of this Agreement, unless that effect is made impossible by the absence of the omitted provision.
16. ASSIGNMENT. This Agreement is for the sole use of the City and cannot be used by or for any other entity without prior written approval by PAM. The firmware or software cannot be provided to any entity or unlicensed user under any circumstances. In the event of loss, misplacement or damage of the original software or archive copies, PAM will provide an additional copy upon written request and at the sole cost of the City.
17. NO THIRD-PARTY BENEFICIARIES. The Parties specifically intend and agree that no one other than the Parties to this Agreement, except either Parties subsidiaries, affiliates, successors and any controlling parent, whether now existing or hereafter resulting from a merger, acquisition, or restructuring of the

Party, is or shall be deemed to be a third-party beneficiary of any of the rights or obligations set forth in this Agreement.

18. MODIFICATION AND WAIVER. This Agreement may only be modified in writing signed by duly authorized representatives of both Parties. The failure of either Party to insist upon or enforce the performance of this Agreement, or the failure to exercise any right or privilege herein conferred, is not a waiver of any such covenant, conditions, rights, or privileges.
19. ARBITRATION. Any controversy arising out of or related to this Agreement or the breach thereof shall be settled by arbitration in accordance with the Rules of the American Arbitration Association (AAA) located in Spokane, Washington. Another location for arbitration under the Rules of AAA may be chosen if mutually agreed by the parties. The consideration given by the Parties herein is deemed consideration adequate to support this Agreement for arbitration. A judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof in accordance with Washington law except as otherwise provided herein. The arbitrators shall have all powers of a court of law in the relevant jurisdiction. Such powers shall include but shall not be limited to: (a) the power to issue temporary restraining orders and injunctions; (b) the power to award damages; (c) the power to issue subpoenas; and (d) the power to issue all orders and to take all actions necessary to enforce their jurisdictions as provided by law. The identity of the arbitrator shall be agreed upon by the Parties. In the absence of an agreement, one (1) arbitrator shall be selected by each Party and a third selected by the arbitration firm under AAA standard selection procedures using any reasonable and fair method. An award in arbitration shall be final and binding upon the Parties and enforceable under law. The prevailing Party in any arbitration proceeding herein shall be awarded its costs and expenses including reasonable attorney fees. For purposes of this contract, a "prevailing Party" shall be the Party awarded any non-monetary relief sought or more than fifty percent (50%) of the monetary damages sought.
20. TERMINATION AND NOTICE. Either Party may terminate this Agreement or any part thereof for any reason. Notice of termination must be provided in writing a minimum of sixty (60) days in advance of the effective termination date. City understands and acknowledges that performance under this Agreement requires substantial capital and other investment by PAM. Therefore, any termination within the first year of the Term by the City for any reason other than material breach of this Agreement will result in termination fees and costs ("Termination Fees") to the City. Termination Fees are at the sole discretion on PAM and shall be reasonable, supported by evidence, and subject to generally accepted accounting principles. In the event of any termination, the Goods remain the sole and exclusive property of the City. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports and materials ("Materials") prepared by PAM specifically and solely for the City under this Agreement shall become the property of and be promptly delivered to the City. In the event of termination of this Agreement, PAM will provide a final invoice and City shall pay all outstanding amounts as herein described. Except as otherwise

expressly provided herein, any notice required or desired to be served, given or delivered hereunder will be in writing and deemed delivered (1) business day after delivery by a reputable overnight delivery service; or upon delivery by courier or in person to the following addresses:

To City: Andrea Rollins
Information Technology
City of Spokane
808 West Spokane Falls Boulevard
Spokane, Washington 99201

To PAM: Contracts
Professional Account Management, LLC.
633 West Wisconsin Avenue Suite 1600
Milwaukee, Wisconsin 53203

21. FORCE MAJEURE. A nonperforming Party shall not be held in default or breach due to any force majeure event. A force majeure event (“Event”) is any act or event, whether foreseen or unforeseen; (a) that prevents the nonperforming Party, in whole or in part, from performing its obligations under this Agreement, and (b) is beyond the reasonable control of and not the fault of the nonperforming Party, and (c) the nonperforming Party has made all reasonable efforts but has been unable to avoid or overcome the act or event. An Event includes but is not limited to flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, hurricane, cyclone, typhoon, tornado, explosion, civil disturbance, act of God or public enemy, terrorist, military action, epidemic, famine or plague, shipwreck, action of a court or public authority, or strike, work-to-rule action, other labor disputes, each on an industry-wide, region-wide or nationwide basis. An Event does not include economic hardship, changes in market conditions, insufficiency of funds, unavailability of equipment or supplies or labor other than strikes, or work-to-rule actions. No obligation by either the performing Party or the nonperforming Party to make any payment required under this Agreement is excused as a result of the Event. Upon occurrence of an Event, the non performing Party shall furnish the other Party written notification describing the Event, including an estimate of its expected duration and probable impact on the performance of the nonperforming Party’s obligations under this Agreement.
22. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which is deemed an original and all of which taken together constitute one Agreement. Any legible, executed copy of this Agreement is deemed an original.
23. APPLICABLE LAW. This Agreement is construed and will be enforced under the laws and in the courts of the State of Washington without consideration to any conflicts of laws principles.
24. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first

having obtained a valid business registration. PAM 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 PAM does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

- 25. 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 Agreement 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 Agreement.
- 26. 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 Agreement 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.

CITY OF SPOKANE, WASHINGTON

Signature _____

Printed Name _____

Title _____

Date _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

PROFESSIONAL ACCOUNT MANAGEMENT, LLC

Signature _____

Printed Name _____

Title _____

Date _____

ATTACHMENT A – PROCESSING SERVICES

1. Referral and Reconciliation. PAM shall receive and process parking citations that the City mails or otherwise delivers to it. The City shall deliver, mail, or transmit all parking citations on a daily basis. PAM will provide a daily reconciliation of the number of citations delivered by the City.
2. Computer Programs and Hardware. PAM will provide all software, written procedures and other supporting items required in performance of this Agreement. PAM shall be responsible for the warranty and maintenance of all hardware and software including AutoPROCESS. The City is responsible for any damage, loss, and/or theft of any/all computer hardware, software, and/or equipment used by the City at the City location. The City will provide insurance coverage for such equipment as described herein.
3. Base Processing. Notice of illegal parking or violation (collectively, Citations) issued by the City, whether electronically or manually, will be entered into PAM's system and cleared upon payment or other disposition. Where legal requests for Registered Owner information will be sent to the appropriate Departments of Motor Vehicles (DMV) by Duncan. Noticeeligible files will be generated by Contractor The City will receive the files from Contractor and will be responsible for the printing and mailing of the notices. Violator payments by mail will be made directly to PAM. DMV registration liens will be placed on vehicles having unpaid fines and fees in compliance with applicable state and local laws. DMV liens shall be removed through DMV when the entire amount of parking citation fines, fees, and penalties due against the vehicle are satisfied. No extra processing charge will be made for a citation not be processed and subsequently corrected and re-entered into the database.
4. Suspension of Processing. PAM shall suspend processing any citation referred to it upon written notice to do so by the City. PAM shall maintain records indicating any suspension resulted by the City.
5. Computer System. PAM will provide the City with internet inquiry capability at the City location for retrieval of parking citation information. Ten (10) name-specific user licenses will be installed at the City location. The City is responsible for all internet connections or other related costs.
6. Contested Citations. In the event a registered vehicle owner disputes liability for an outstanding parking citation, PAM shall advise the registered vehicle owner of the right to request a court appearance, or an administrative review or hearing by the City.
7. Citations Disposed by Review Hearing or Court. PAM, as a result of an administrative review, hearing or court action may be required to reduce, cancel or void certain parking citations. The City shall pay the contractual rate, hereinafter provided, for processing citations regardless of the outcome of such

action. PAM shall maintain records indicating any reduction or cancellation of parking citations as a result of such action.

8. Collection and Deposit of Funds. At the direction of the City, PAM shall collect and deposit monies received for the payment of parking citation fines and fees into a parking account with a financial institution local to and in the name of the City. Costs related to such account are the sole responsibility of the City.
9. Collection Disbursement. PAM shall disburse to the City on a monthly basis, all monies on deposit from the payment of parking citation fines and fees. Disbursement will be made after the close of the processing month beginning the month following the Agreement date.
10. IVR and Internet Payments. PAM shall provide the public with the ability to pay parking citations using an accepted credit card via an Interactive Voice Response (IVR) system or the internet. The cost for these services, including credit card discount fees, will be recovered by PAM in the form of a convenience fee assessed to the violator for each citation paid.
11. Pricing.

A. One Time Capital and First Year Software Costs	Units	Price	Subtotal
1. Handhelds and Printers (per unit)			
a. Motorola MC75 <u>or</u> MC9500-K with Zebra MZ320 3"handheld ticket writers plus configuration	20	\$3,716	\$74,320
2. Handheld Software (per unit, year 1)	20	\$800	\$16,000
3. Auto Cluster Enforcement Module	1	\$6,400	\$6,400
4. Auto Issue Software	1	\$20,000	\$20,000
5. Auto Issue Hosted Monthly Fees	1	\$200	\$2,400
6. Wireless Fees Monthly Per Handheld (No charge if funded by pay by cell provider: QP Parking)	20	\$0	\$0
7. AutoPROCESS parking management software plus configuration, system maintenance, data back up and disaster recovery	<i>Included</i>		\$0
8. Ten (10) named user Citrix licenses for City users	<i>Included</i>		\$0
9. Management Reporting Services	<i>Included</i>		\$0
10. Annual Maintenance Fees (Year 1)			
a. AutoISSUE license fee for PDA device	20	\$800	\$16,000
b. AutoISSUE Software Maintenance Included			\$0
c. Auto Cluster Enforcement	1	\$640	\$640

11. Implementation and Training	1	\$6,000	\$6,000
12. 3rd Party Integrations (\$5,000 per)			
INOVA	1	\$5,000	\$5,000
13. LPR System and Integration	1	\$50,000	\$50,000
14. Enforcement Officer Accessories (see detail under Schedule C – Equipment)			

B. First Year Service Fees

	Units	Price	Subtotal
1. Citation Processing (\$.95 per citation issued and processed)	<i>Varies</i>	<i>\$0.95</i>	<i>Varies</i>
2. DMV data acquisition (out-of-state) where available (assumes NLETS ORI access approved by City)	<i>Varies</i>	<i>\$1.25/per</i>	<i>Varies</i>
3. Web Payment Processing (\$2.00 per internet payment to be paid by City of Spokane)	<i>Varies</i>	<i>\$2.00</i>	<i>Varies</i>
4. Online Permit Module (\$3.50 per permit)	<i>1,500</i>	<i>\$3.50</i>	<i>\$5250.0</i>

C. Ongoing Fees and Annual Licensing Costs (After year one)

	Units	Price	Subtotal
1. Citation Processing (\$.95 per citation issued and processed)	<i>Varies</i>	<i>\$0.95</i>	<i>Varies</i>
2. DMV data acquisition (out-of-state) where available (assumes NLETS ORI access approved by City)	<i>Varies</i>	<i>\$1.25/per</i>	<i>Varies</i>
3. Web Payment Processing (\$2.00 per internet payment to be paid by City of Spokane)	<i>Varies</i>	<i>\$2.00</i>	<i>Varies</i>
4. Auto Issue Hosted Monthly Fees	<i>1</i>	<i>\$200</i>	<i>\$2,400</i>
5. Annual Maintenance Fees (after year one)	<i>20</i>	<i>\$300</i>	<i>\$6,000</i>
a. AutoISSUE PDA Software License Annual Fee (per unit)			
b. AutoISSUE Software Maintenance	<i>1</i>	<i>\$2,000</i>	<i>\$2,000</i>
c. Auto Cluster Enforcement	<i>1</i>	<i>\$640</i>	<i>\$640</i>
6. Wireless Fees Monthly Per Handheld (No charge if funded by pay by cell provider: QP Parking)	<i>20</i>	<i>\$0</i>	<i>\$0</i>
7. Online Permit Module (\$3.50 per permit)	<i>1,500</i>	<i>\$3.50</i>	<i>\$5250.0</i>

Full maintenance and support on all units during the Term and any Extension

Automatic annual price adjustments (Adjustment) based on the City area Consumer Price Index (CPI) will take effect on or about one (1) year after the Effective Date of this Agreement and annually thereafter including any Extension. The increase is a percentage equal to the percentage increase in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in June immediately prior to the Adjustment.

All postage will be paid by PAM then itemized on monthly invoices to the City. Actual postage paid by PAM will be charged to the City. These prices are full compensation for services to be performed under this Agreement. Parties are each responsible for their own costs of consumable supplies including but not limited to paper, envelopes, and citation paper.

Optional Products Services – Pricing

In the event the City decides to take advantage of various Duncan products and services previously discussed, Duncan has provided the following pricing schedule for the City's consideration. These prices will remain valid for the initial term of the contract:

- | | | |
|----|--|---|
| 1. | Maximum of two (2) late notices per citation issued | \$0.25 per notice
plus postage |
| 2. | Standard correspondence in reply to customer inquiries | \$0.25 per notice
plus postage |
| 3. | Toll free Customer Service Call Center | \$0.22 per citation |
| 4. | Collection and Deposit of Funds | \$0.27 per citation |
| 5. | Contested Citations | \$1.50 per citation |
| 6. | Additional notices or items | \$0.25 plus postage
per item |
| 7. | Permit processing fee | \$3.50 (funded by
convenience fee
plus postage) |
| 8. | Collection Services (See Attachment B) | |

ATTACHMENT B – COLLECTION SERVICES

1. Performance by City

- 1.1. Authority to Collect. The City hereby authorizes PAM to use any legal means necessary to collect Debts placed with PAM by the City.
- 1.2. Ownership of Debts. The City maintains ownership of all Debts placed with PAM for collection under this Agreement. The City maintains all legal right and title to Debts unless otherwise agreed in writing between the Parties.
- 1.3. Duty to Provide Information. The City agrees to provide PAM with all information obtained regarding each Debt placed with PAM under this Agreement. It is the obligation of the City to provide PAM with all information that may prohibit or delay the collection of the Debt or in any way impact the ability of PAM to collect the Debt, including but not limited to bankruptcy, death, legal disability or other potential or actual defenses, including statute of limitations defense.
- 1.4. Warranties. The City warrants that, to the best of the City' knowledge, the Debts placed with PAM have been reviewed by the City in accordance with this Agreement prior to transfer to PAM, and that the balances reported to PAM are true and accurate, that all obligors on Debts have been disclosed and that all disputes and defenses of debtors have been reported to PAM.
- 1.5. Notice of Dispute. The City will inform the PAM in writing, or by such other means as the Parties may expressly mutually agree from time to time, of any Debts subject to this Agreement that have been or are in dispute. Disputes under this provision include oral and written indications and statements by the debtor or any third party that the Debt is in dispute, and includes but is not limited to a request for validation of the Debt. If such dispute is made in writing by debtor, the City will notify PAM of the date of the writing and provide PAM with the original written dispute or a copy thereof.
- 1.6. Continuing Obligation. The City will continue to provide the most current version of the information required under this Agreement throughout the Term and any Extension.
- 1.7. Authorization to Receive and Endorse Payments. The City authorizes and appoints PAM to collect and receive all payments due or payable to the City for Debts placed with PAM. PAM has authority to receive payments in any form including but not limited to cash, check, money order, or electronic payment and has authority to endorse all such payments as may be required.

1.8. Authorization to Investigate. The City expressly authorizes PAM to perform investigative services related to ordinary debt collection activities.

2. Performance by PAM

2.1. Agreement to Collect. PAM agrees to provide debt collection services to the City in compliance with all applicable laws, regulations, licensing and bonding requirements.

2.2. Documentation of Accounts/Financial Reporting. PAM will provide monthly, detailed reports of collection activity related to Debts. The reports include the principal amount of the Debt; amounts collected to date including any allowable fees, costs and interest; dispute information, requests for validation by debtor; agreements by the debtor regarding future payments, bankruptcy, death or legal disability of the debtor, amount of commission retained by PAM, amount remitted to the City and amount remitted to others under this Agreement.

2.3. Credit Reporting. PAM will report information regarding Debts in accordance with this Agreement to the following Consumer Reporting Agencies: Equifax, Experian and Trans Union. PAM agrees to comply with the Fair Credit Reporting Act (FCRA) and all applicable state and federal laws related to such reporting. PAM will comply with standards set by the American Collectors Association, Inc. (ACA), including the ACA Code of Ethics and the ACA Code of Operations.

2.4. Insurance and Bond Coverage. PAM will maintain at least the minimum level of insurance and bond coverage required by ACA or state law, whichever is greater, in all jurisdictions in which engaged in collection activity under this Agreement.

2.5. Trust Account. PAM warrants that it will maintain a trust account as required by state law while PAM is engaged in collection activity under this Agreement.

2.6. Methods and Compliance. PAM uses ordinary and reasonable collection efforts as permitted by law and will at all times comply with the Fair Debt Collection Practices Act (FDCPA), the Fair Credit Reporting Act (FCRA) and all applicable state, federal and local laws and regulations applicable to collections under this Agreement.

3. Legal Process. The City reserves sole right and authority to place Debts in litigation, including Debts subject to a forwarding agreement. The City may authorize PAM in writing to retain an attorney and commence litigation on behalf of the City, subject to separate terms and conditions mutually agreed in writing between the Parties. At no time, nor in any case, does PAM accept any

responsibility or liability for any expenses, fees, or damages or any costs or liability related to legal process or use of an attorney to collect Debts.

4. Cost and Fees

- 4.1. Collection Fee. The cost of collection services described in this Agreement is percentage-based contingent on Debts collected. A Debt placed for collection with PAM or with an attorney to obtain judgment or otherwise satisfy payment of the Debt is subject to a fee of 30% of the amount actually collected (Collection Fee) by PAM. The Collection Fee is in addition to any and all other costs including but not limited to court costs, sheriff's fees, interest, late fees, investigatory fees, credit reporting fees or other costs incurred directly or indirectly by PAM in collection of amounts owed under this Agreement.
- 4.2. Interest and Fees on Debts. The City hereby authorizes PAM to add interest, civil penalties, litigation and legal process fees, court costs, attorney fees and other such expenses relating to the collection of Debts as provided by law or debtor contract and to collect this amount from the debtor. Such amounts are considered part of the total original amount placed for collection.
- 4.3. Remittance. Amounts due the City based on one (1) calendar month of collections will be remitted to the City by the fifteenth (15th) day of the following month. PAM will provide a report of collection activities to the City, up to and including the date of any expiration or termination of this Agreement within thirty (30) calendar days of expiration or termination.
- 4.4. Reimbursement and Set off. Any fees, costs or expenses incurred by PAM in the course of collection of Debts will be set off against amounts due the City for Debts collected. Should funds collected be insufficient for payment in full through set off, the City understands and acknowledges that PAM will invoice the City for all such costs and expenses.
5. NSF and Disputed Payments. In the event that any Debts reported to the City as paid are subsequently returned NSF or reversed as disputed, PAM will reverse the amount of such Debt payment and all fees taken on such payment from the current month's billing statement.
6. Authorization To Forward Accounts. PAM may forward any of the City' Debts to another collection agency if the debtor has moved out of the general business area of PAM, and such other collection agency shall have authority to exercise all ordinary and reasonable collection efforts as permitted by law, and shall remit any payments made to PAM less agreed commissions, and PAM shall then remit to the City less any agreed commissions.
7. Right To Withdraw Accounts or Termination. The City may request the return of any Debts not yet collected provided thirty (30) calendar days advance written

notice (Notification Period). PAM agrees to return Debts not collected by the end of the Notification Period along with appropriate financial records of the Debts including amounts collected, commission retained, additional fees, interest and charges added, and a detailed statement of expenses incurred by PAM on behalf of the City. In the event of termination of this Schedule or the Agreement, the City will pay all amounts due under this Agreement on Debts that have been collected through the end of PAM's business day on the date of termination.

8. Assignment and Process. PAM will accept Debts in accordance with the business rules mutually adopted by the City and PAM at a future date and as outlined below. PAM will use its best efforts to collect all unpaid citations at twenty (20) days after return (first or second notice) – due date as follows:
 - 8.1 Where a citation is issued to an out-of-state registrant
 - 8.2 Where first or second notice has been returned undeliverable (exclude from DMV Hold)
 - 8.3 Assign Where Assignment Date is greater than one hundred fifty (150) days from DMV Registration Renewal Date
 - 8.4 Where Assignment Date is less than ninety (90) days from DMV Registration Renewal Date
 - 8.5 Where DMV has rejected Hold(s)
 - 8.6 Where the current DMV Hold is greater than 180 days prior to Renewal Date
 - 8.7 Where DMV has removed Hold
9. Collection Letters. PAM will propose customized collection letters to the City for review, edit and approval. Collection letter types may include Notice of Assignment to Collection Agency, Demand for Payment, Pending DMV Hold, Pending Tax Offset (where applicable), or Pending Credit Bureau Placement.
10. Skip Tracing. PAM will provide skip trace services where required to locate violators a current address for all Debts.
11. DMV Information. PAM will verify DMV information, as required, and obtain vehicle registrations for Debts.
12. Customer Service. PAM will provide a toll-free Customer Service number listed on all correspondence for violators to contact PAM for any reason.
13. Debtor Dispute Resolution. PAM will provide dispute resolution services, in accordance with business rules established by the City, to review violator claims of non-liability and forward accounts to the City where PAM has determined a

valid reason for dismissal. The City, at its sole discretion, will make final decisions on such matters and update the AutoCOLLECT System to reflect such decision.

14. Lockbox Remittance Processing. All PAM Collection letters include a return remittance envelope addressed to PAM's remittance processing center. PAM will provide lockbox remittance processing of all payments and update the AutoCOLLECT System on a daily basis.
15. Bank Account. PAM will maintain a bank account in the name of PAM and the City (Bank) for deposit of all revenue received directly from lockbox, internet and IVR payment sites. The Bank will be available for inspection at any time by the City through on line access.
16. Noticing of Impending DMV Hold. PAM will send "Notice of Impending DMV Hold" to registered owner a minimum of fifty (50) calendar days prior to DMV renewal notice date.
17. DMV Hold Process. PAM will file DMV Holds on behalf of the City. The City is responsible for all DMV Hold fees. Revenue collected as a result of the Hold process is not subject to the Collection Fee or reimbursement to PAM.
18. Collection Program Start-up and Collections. Backlog. All citations issued since January 1, 2005 will be assigned with the exception of Debts with registered owner on DMV Hold where the registration renewal date is less than one hundred eighty (180) days to renewal. PAM will attempt to collect Debts with registered owners on DMV Hold and remove the Hold or reduce the amount owed where the Debt is satisfied. Backlog Debt is subject to the Collection Fee. Debts paid at DMV are not subject to the Collection Fee.

ATTACHMENT C – EQUIPMENT

Product ID	Description	Qty	Unit Price	Total
MC9500-SGL-CHGR	Motorola MC95xx 1-Slot Cradle Kit SYM-CRD95000102UES	1	288.00	288.00
MC959B-BATT-CHGR	MC959B 4 bay battery chargers	2	303.00	606.00
MC959B-CAR-CHGR	MC9500-K car chargers	14	160.00	2240.00
MC959B-BATT-SPARE10	MC959B Batteries 10-pack	2	900.00	1800.00
MC9500-USB SYNC-CBL	Micro USB Cable SYM-2512433001R	14	10.00	140.00
MC959B-HLSTR	Motorola MC95xx Soft Holster Case	14	70.00	980.00
MZ320-CAR-CHGR	MZ320 Printer Car Charger	14	40.00	560.00
MZ320-WALL-CHGR	MZ320 Printer Wall Charger	14	40.00	560.00
PR-MZ320-CC	Zebra MZ320 Printer Bluetooth Soft Case w/ strap	14	30.00	420.00

ATTACHMENT D – SUPPORT, WARRANTY AND RETURNS

- 1) **Support - Applications.** Software engineers will be available by telephone for support between 7:00 a.m. – 6:00 p.m. PST in support of PAM provided hardware, software and systems. Remote access to personal computers will be accomplished via LogMeIn. Change requests that modify the configuration or features of the system will be quoted separately and are not included.
- 2) **Support - Hosted Systems.** Where applicable the following shall apply:
 - a) **Server Infrastructure.** PAM will monitor and maintain all application servers, database servers, authentication services, virtualized machines, monitoring servers, backup servers, network equipment (including switches, routers, firewalls, data lines) and other necessary infrastructure components. PAM will install Microsoft system updates, including window patches. PAM will tune and maintain database systems.
 - b) **System Backups.** Online Oracle Database backups to tape drive will occur nightly. Offline Oracle Database backups to tape will occur weekly. Application server backups to tape drive will occur nightly. All tapes will be stored in secure facility off-site.
 - c) **Software Maintenance.** PAM will install all necessary AutoTRAX updates on the Hosted System infrastructure.
 - d) **City Network Hardware and Connectivity.** For PAM provided and maintained network connections, PAM will remotely monitor firewall, routers, and data lines to ensure connectivity. In the event of outage, PAM will assist with, but is not responsible for the restoration of service.
- 3) **Warranty and Returns.** PAM expressly warrants parking meter products against defects in materials and workmanship for twelve (12) months from date of installation or fourteen (14) months from the date of delivery to the City, whichever is sooner (Warranty Period).

Included in this limited warranty are electronic modules, replacements parts, certain software fixes and upgrades, and accessories. This warranty is expressly limited to repair or replacement of the defective part or parts at PAM's sole discretion. PAM's sole obligation and the City's sole and exclusive remedy related to defective goods and this limited warranty is repair or replacement of defective goods, at PAM's sole discretion, during the Warranty Period. This limited warranty is restricted to the performance defined within the relevant PAM Product Specifications.

This limited warranty applies to goods determined to be defective in material or workmanship under normal use and service. The following exclusions apply to this limited warranty:

- a) Parts determined to be abused, misused, incorrectly handled, improperly maintained, or vandalized.
- b) Consumables and batteries, unless proven to be defective upon supply
- c) Unauthorized, imitation or other non-PAM parts, accessories, or alterations
- d) Goods affected by environmental conditions or acts of God
- e) Software upgrades or changes due to changes in City systems, software, hardware or other operating environment changes
- f) Change requests that modify the configuration or features of the system.

Parking meter housings are moisture resistant however, they are not designed to be completely moisture or waterproof. Optional additional warranty coverage is available for an additional cost and must be purchased a minimum of thirty (30) days prior to expiration of any existing warranty.

All parts being returned under this limited warranty for repair will be managed through the PAM National Repair Center (DNRC) located in Carlsbad, California. To initiate a repair under this limited warranty, the City shall:

1. Call the DNRC at **(888) 553-8622** between 7:00 a.m. to 6:00 p.m. Pacific Standard Time, Monday through Friday.
2. A customer support representative will review the issue and provide further instruction that may include a Return Merchandise Authorization (RMA) number.
3. The City is responsible for proper packaging and shipment costs to the DNRC. The RMA number must be clearly printed on the outside of any packaging.
4. Parts shipped without contacting the DNRC in advance will be refused.
5. Shipments without an RMA number clearly printed on the outside of packaging may be delayed in processing or refused.
6. PAM will pay shipping charges to return goods to City after repair or replacement.

THIS LIMITED WARRANTY IS THE EXCLUSIVE AND SOLE WARRANTY PROVIDED BY PAM AND EXCLUDES ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PAM IS NOT RESPONSIBLE FOR ANY GENERAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOSS OF USE OR LOSS OF PROFITS.

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ATTACHMENT E

WHEREAS, the City may desire to engage PAM to provide certain other products and or services that support or are otherwise related to the City's parking program.

In addition to the core contract products and services stated previously, PAM, subject to the City's prior approval, shall provide, complete and deliver certain Optional Contract Products and Services. The City shall determine the Optional Contract Products and Services it needs to enhance the parking program. At the City's written request and/or Contract Amendment as required, and in accord with the terms herein, PAM shall provide such Optional Contract Products and Services. The Optional Contract Products and Services, and all related all goods, services, tasks, deliverables and work, are set forth below.

E.1 PROCEDURE

At the City's written request, PAM shall deliver the Optional Contract Products and Services authorized by the City. PAM shall not provide any Optional Contract Products or Services until notified by the City to do so in writing. Upon receiving proper authorization, PAM shall implement the Optional Contract Products and Services in accordance with the implementation requirements set forth and mutually agreed upon by the City and PAM.

E.2 COMPENSATION SCHEDULES

The City and PAM may adopt updated compensation schedules for Optional Contract Products and Services at any time during the contract term. If the City desires any Optional Contract Products and/or Services, it may request PAM to submit an updated proposal of terms and costs for the services, including any underlying cost assumptions. Upon accepting PAM's updated terms and costs, the City shall issue a Project Task Order authorizing PAM to proceed with the delivery of the services. The City shall pay PAM for any Optional Contract Product or Service in accordance with the terms of this Agreement or the Project Task Order issued by the City. PAM shall provide the City with full documentation of any fees and expenses at the City's request.

E.3 OPTIONAL PRODUCTS OR SERVICES

The City may engage PAM to deliver certain Optional Products and/or Services in accordance with its requirements as defined herein. Such Optional Products or Services may include, but are not limited to, the following:

- Parking Ticket Issuance Products/Services
- Parking Ticket Processing Services
- Secondary Collection Services
- Administrative Adjudication Services
- Single Space Meters (including credit card enabled meters and sensors)
- Multi Space Meters (including credit card enabled meters and sensors)

- Meter Management Software
- Any and all products or services that are provided by Duncan Solutions, its entities, related partnerships and or any subcontractors

The City shall determine the Optional Products/Services it needs to enhance the parking violation program or other related municipal services. At any time during the course of this Agreement, the City may issue a written Project Task Order to PAM specifying the Optional Products/Services that it requires, the compensation it agrees to pay PAM for the services and any other terms and conditions. As necessary, the City may also request a proposal for any of the services described herein reflecting revisions in the scope and cost specified herein. Upon accepting the City's Project Task Order, PAM shall deliver the Optional Services requested by the City in accord with the terms therein.

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Submitted By:

STATEMENT OF WORK



EXHIBIT A

STATEMENT OF WORK

FOR THE IMPLEMENTATION OF DUNCAN PARKING CITATION
MANAGEMENT SYSTEM

FOR THE

CITY OF SPOKANE, WASHINGTON



STATEMENT OF WORK – RFP # 3895-12
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR
CITY OF SPOKANE, WASHINGTON

TABLE OF CONTENTS

Section A	Executive Summary	5
A.1	Objectives of the Project	5
A.2	Scope of the Implementation	5
A.2.1	Software Modules in Scope	6
A.3	Project timeline / high level project plan	6
A.4	Project Roles and Responsibilities	6
A.4.1	Project Responsibility Chart	6
A.5	identified risks and mitigation	8
Section B	Project Governance	9
B.1	Management Approach	9
B.2	Project Planning	9
B.2.1	Project Work Plan Content	9
B.2.2	Plan Management	9
B.3	Project Control	9
B.3.1	Issue Management	9
B.3.2	Project (Scope) Change Management	10
B.3.3	Specific Scope Change Management Process	10
B.3.4	Quality Assurance	11
B.4	Project Communications	11
B.4.1	Status Reporting	11
B.4.2	Project Team Meetings	11
B.4.3	Project Manager and Steering Committee Meetings	11
B.5	Decision Making Process	11
B.5.1	Types of Decisions	12
B.5.2	Approach to Decision Making	12
B.5.3	Decisions for the Executive Steering Committee	13
Section C	Technology Architecture	15
C.1	Infrastructure	15
C.1.1	Software Installation	15
Section D	Implementation	16
D.1	Implementation Methodology	16
D.2	DOCUMENT MANAGEMENT	19
D.3	Data Security	19
D.4	Technical Development Scope	19
D.4.1	Interface Scope	19
D.4.2	Data Conversion Scope	22
D.4.3	Customization Scope	23
D.4.4	Reporting Scope	26



STATEMENT OF WORK – RFP # 3895-12
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR
CITY OF SPOKANE, WASHINGTON

D.4.5	Court Docket Procedure Clarification _____	29
D.5	Implementation Schedule _____	29
D.6	Implementation Team _____	31
D.7	City of Spokane Project Staffing _____	31
D.8	City of Spokane expected time commitment (ONE FTE YR = 1,860 HRS) _____	32
D.9	Duncan Project Staffing _____	32
D.10	Roles and Responsibilities for Key Project Activities _____	32
Section E DUNCAN IMPLEMENTATION PLAN _____		35
E.1	7A DETAILED PLAN _____	37
E.2	7B PROVEN METHODOLOGY _____	39
E.3	7C PROPOSED CHANGES _____	43
E.4	7D APPROACH TO RESISTENCE _____	43
E.5	7E APPROACH TO CUSTOMIZATIONS _____	44
E.6	7F PROJECT MANAGEMENT SERVICES _____	44
E.7	7G QUALITY ASSURANCE _____	45
Section F Training _____		46
F.1	Training Strategy _____	46
F.2	8A OVERVIEW OF TRAINING PLAN _____	46
F.3	8B STAFF ROLES _____	47
F.4	8C CLASS DESCRIPTIONS _____	47
F.5	8D ONGOING TRAINING OPTIONS _____	49
F.6	8E SYSTEM TRAINING TOOLS _____	49
Section G Post Go-Live Support _____		50
G.1	Overview of Post Go-Live Support _____	50
G.2	Service Level Agreements _____	50
Section H Cost _____		51
H.1	Contract Amount _____	51
H.2	Pricing Sheet _____	51
H.3	Payment Schedule (Deliverable Based) _____	51
Section I Attachments _____		52
I.1	Functional Requirements _____	52
Section J Approvals _____		53



STATEMENT OF WORK – RFP # 3895-12
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR
CITY OF SPOKANE, WASHINGTON

<i>Section K</i>	<i>Appendices</i>	54
K.1	Appendix B- Sample: Deliverable/Service Acceptance Form	54
K.2	Appendix D- Change Request Form	55
K.3	Appendix F- Project Gantt Chart	56



STATEMENT OF WORK – RFP # 3895-12 SOFTWARE AND IMPLEMENTATION SERVICES FOR A PARKING CITATION MANAGEMENT SYSTEM FOR CITY OF SPOKANE, WASHINGTON

Section A EXECUTIVE SUMMARY

A.1 OBJECTIVES OF THE PROJECT

The City continues to be one of the best-managed cities in the United States. However, some of the technology applications that are core to running City operations are not in-sync with leading industry practices.

- To ensure that the business needs of the City of Spokane are met with the best parking citation issuing, managing, and payment systems available at an acceptable cost.
- To confirm the economics of citation issuing, managing, and payment systems with respect to revenue generation or cost savings versus operational cost of new technology.
- To answer questions related to net revenue generation, customer acceptance, reliability, performance in various weather conditions and other functionalities that assure cost savings and performance enhancements over the current citation system.
- To identify internal preferences between equipment types or payment tracking methods as well as preferences of compatibility with internal City operational staff and departments (i.e., municipal courts, city support services, enforcement, finance, etc.).
- To identify, test, and obtain a central management system, citation management and payment system, supporting software and handheld technology that can provide the desired end-user features, functions, and capabilities for both City staff and parking customers.
- To identify and obtain a central management system, citation management and payment system, supporting software and handheld technology that can provide for growth in operations for the next ten (10) years following system acceptance.
- To identify additional citation technologies and systems that can continue to increase revenues while decreasing processing steps, time, cost, and complexity.
- To provide options for data and transaction hosting, accept credit and debit card payments, ability to pay by phone, online, and/or other payment methods for parking citations and fees.
- To launch a central management system, citation management and payment system, supporting software and handheld technology within 90 days of contract award.

A.2 SCOPE OF THE IMPLEMENTATION

The Parking Citation Management project will include a single implementation of Duncan software listed in A.2.1.

The Parking Citation Management project will include the modules defined below. Duncan experts, under direction from the Duncan Project Manager, will utilize the Duncan approach to configure, model, adapt, test, and deploy the system to support the City of Spokane's agreed upon requirements. Duncan experts will work collaboratively with the City of Spokane project team members to accomplish all jointly assigned tasks. The City of Spokane and Duncan Project Managers will determine the method, details, and means of performing the Services and providing the Work Products.

Duncan consulting hours will be allocated to specific experts and activities by the Duncan Project Manager. Change Requests that affect project scope, schedule, costs, or quality are managed through the Project Change Control process detailed in Section B: Project Governance.



**STATEMENT OF WORK – RFP # 3895-12
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR
CITY OF SPOKANE, WASHINGTON**

A.2.1 Software Modules in Scope

All requirements in I.1 Functional Requirements will be implemented. The modules listed below will be implemented:

- AutoISSUE
- AutoPROCESS
- Genetec Autovu LPR System

The project scope for procurement and implementation of software solutions is listed below. Specific functionality within each category listed below is described in Section I.1 – Functional Requirements. All positive responses to the functional requirements (F, CU, TP, CR, and SR) are in scope. The definition of each response code is:

- F – Provided fully functional out of the box or with configuration (no custom development)
- CU – Customization/Software Enhancement (any custom development)
- TP – Third-party Software required to fully provide requirements
- SR – Provided with Standard Report or Reporting Tool
- CR – Custom Report Development required
- N – Not in scope

A.3 PROJECT TIMELINE / HIGH LEVEL PROJECT PLAN

Initiation
 Planning and Design
 Configuration and Development
 Training and Testing
 Deployment
 Transition from implementation to operations
 Closure

A.4 PROJECT ROLES AND RESPONSIBILITIES

Specific roles and responsibilities are identified in this Statement of Work (SOW). The chart below, however, identifies the responsibilities of each party’s activities within each major activity by phase of the implementation methodology. The following terms are used to describe the involvement of each party:

- Lead: The party ultimately responsible for the task.
- Assist: The party provides active assistance in completing the task.
- Participate: The party provides passive participation in a task.

A.4.1 Project Responsibility Chart

Phase	Activity	DUNCAN	City
Cross Stage	Executive Management	Participate	Lead
	Project Management	Lead	Assist
	Project Administration	Participate	Lead
Planning & Design	Project Kickoff	Lead	Assist
	Project Charter	Assist	Lead
	Preliminary Project Plan	Lead	Assist
	Detailed Design Documents	Lead	Assist



STATEMENT OF WORK – RFP # 3895-12
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR
CITY OF SPOKANE, WASHINGTON

	Interface Design Documents	Lead	Assist
	Identify Any Items to be Deferred to Closure Phase	Lead	Assist
Configuration and Development	Updated Project Work Plan	Lead	Assist
	Configuration Sessions	Lead	Assist
	Configuration Documents	Lead	Assist
	Technical Project Team Training	Lead	Assist
	Small File Test Data Conversion	Lead	Assist
	Conversion Plan Approved by the City	Lead	Assist
	Handheld Emulator w/ Functionality Approved for Software Configuration	Lead	Assist
	Configured Enforcement Solution	Lead	Assist
	Configured Processing Solution	Lead	Assist
	Development of Interfaces	Lead	Assist
	Tailored Business Process Procedures and User Documentation	Lead	Assist
	Support Procedures	Lead	Assist
	Handheld Solution Installed on Client Site	Lead	Assist
	Processing System Access Set Up and Validated for Agreed Upon Number or Named City Users	Lead	Assist
Training and Testing	Updated Project Work Plan	Assist	Lead
	Initial Training Plan Prepared and Approved	Lead	Assist
	Trained Duncan Personnel Where Appropriate	Lead	Assist
	Trained Key City Personnel Assigned for Initial Testing	Lead	Assist
	Duncan Approved Unit Test	Lead	Assist
	Interface Unit Testing	Lead	Assist
	City Approved Unit Testing	Assist	Lead
	Interface System Testing	Lead	Assist
	Duncan Approved System Acceptance Test	Lead	Assist
	City Approved System Acceptance Test	Assist	Lead
	Approval to Go-Live	Assist	Lead
Deployment	Updated Project Work Plan	Assist	Lead
	Agreed Upon Go-Live Date	Assist	Lead
	Final Data Conversion	Lead	Assist
	Production System Final Configuration and Validation	Lead	Assist
	Approval to Cutover to New System	Assist	Lead
	Initiation of Duncan On-Going Support Program	Lead	Assist
	Post Production Support	Lead	Assist
Closure	Assess Effectiveness of the Implementation	Assist	Lead
	Resolve Issues	Lead	Assist
	Define How and When to Address any Deferred items	Lead	Assist



STATEMENT OF WORK – RFP # 3895-12
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR
CITY OF SPOKANE, WASHINGTON

A.5 IDENTIFIED RISKS AND MITIGATION

<p>City key personnel are not available, due to either personal or work commitments.</p>	<p>Backup resources need to be available and up to speed to address gaps in resource capacity. Work loads of project personnel need to be adjusted to account for project requirements.</p>
<p>Third party vendor cannot meet project schedule.</p>	<p>Project activities need to be re-evaluated to continue making progress while the third-party vendor completes their assigned tasks. If this is not possible, the project schedule would need to be revised.</p>
<p>There are delays in receiving required hardware.</p>	<p>Project activities need to be re-evaluated to continue making progress while the third-party vendor completes their assigned tasks. If this is not possible, the project schedule would need to be revised.</p>
<p>project manager and dedicated management</p>	<p>oversee the process from the first pre-implementation meetings to the actual implementation and the post-implementation operations phase.</p>
<ul style="list-style-type: none"> • data conversion and data interface management process 	<p>used to convert and interface data to/from various systems ranging from simple to complex and a staff of systems professionals who are experts in the complexities of the data conversion and interface process.</p>



STATEMENT OF WORK – RFP # 3895-12

SOFTWARE AND IMPLEMENTATION SERVICES FOR A PARKING CITATION MANAGEMENT SYSTEM FOR CITY OF SPOKANE, WASHINGTON

Section B PROJECT GOVERNANCE

B.1 MANAGEMENT APPROACH

A Project Charter will be created during the planning phase of the project by the City of Spokane Project Manager, in collaboration with the Duncan Project Manager, to define the management processes to be followed for the project. These processes will minimally include the project planning and project controls described below. During the Project Charter process, the Duncan and City project managers will determine the frequency for reporting actual hours provided to the project to date by both the City and Duncan.

B.2 PROJECT PLANNING

Duncan will provide an initial implementation plan to be used by the City of Spokane and Duncan Project Managers to create and maintain a baseline Project Work Plan. This work plan will be used throughout the project life cycle to represent the project's scope of work and responsibilities as defined in this SOW and those dependent work efforts that affect the project's schedule or budget. The initial project baseline is established with the City's approval of this SOW as the approved budget, schedule, and scope of the project.

B.2.1 Project Work Plan Content

The baseline Project Work Plan will contain:

- Project's major activities with detailed tasks
- Dependencies that affect the project's schedule or budget
- Specific resources assigned to project tasks
- Milestone and deliverable dates
- Project schedule

B.2.2 Plan Management

During the project, the City Project Manager will:

- Manage the baseline Project Work Plan
- Control change to the planned scope, budget, and schedule through the Project Change Management Process. (See the Project Control Processes described below)
- Track approved changes to scope, budget, and schedule by revising the baseline Project Work Plan and maintaining its currency

B.3 PROJECT CONTROL

Project control processes manage scope creep, enforce standards for quality assurance, and manage issues. Project controls include Issue Management, Scope Change Management, and Quality Assurance.

B.3.1 Issue Management

The City's Project Manager is responsible for documenting, tracking, and bringing to closure project issues that affect the project team's ability to complete its work. If an issue cannot be resolved, the City and Duncan Project Managers will escalate the issue to their respective management.



STATEMENT OF WORK – RFP # 3895-12

SOFTWARE AND IMPLEMENTATION SERVICES FOR A PARKING CITATION MANAGEMENT SYSTEM FOR CITY OF SPOKANE, WASHINGTON

Specific issue management policies will be defined in the Project Charter produced during the planning phase for the project.

B.3.2 Project (Scope) Change Management

The Project Change Management process encompasses any alterations to the tasks, resources, schedule, quality, or costs of deliverables for the project. Notification of intended changes must be communicated in writing to the City Project Manager and the Duncan Project Manager, and should include justification and analysis of the impact on the project.

B.3.3 Specific Scope Change Management Process

The City of Spokane’s Project Manager is responsible for ensuring that changes affecting the project’s scope, schedule, or cost are documented, tracked, and closed.

Specific change management policies will be defined in the Project Charter produced during the planning phase for the project, and includes the following specific policies:

a. Change Request Approvers:

The following persons have been designated as the approvers of change requests for the project:

Duncan, Inc.

The City

Name: **Sonja Wieder**

Name: Andrea Rollins

Title: Project Manager

Title: Project Manager

b. Approval/rejection turnaround timeframe:

The City approver will approve or reject the change request within five (5) business days from the receipt of the *Change Request Form*, with any exceptions to this timeline noted in the Project Charter.

c. Analysis of ‘out of scope’ Change Requests:

For change requests that are determined to be outside of the stated project scope, the City approver will authorize budget and/or schedule allowance on a time and materials basis for the initial analysis of a change request, either as direct funding for the analysis effort or as part of the overall funding for the implementation of an approved request.

d. Resolution of scope disputes:

1. The Duncan and the City Project Managers will work to resolve any dispute regarding the ‘in scope’ or ‘out of scope’ classification of work by referring to this SOW; the Master Agreement; the original RFP Response or Business Proposal; and any changes, amendments, and attachments to these documents to which the parties have previously agreed in writing.
2. If the Project Managers cannot reach agreement within three (3) business days, dispute resolution will be escalated to the City and Duncan Steering Committee(s).

c. Alternatives to formal signatures on Change Request Forms:

In lieu of a signed *Change Request Form* (**Appendix D**), an e-mail message sent directly from the City approver to the Duncan Project Manager indicating approval or rejection of a change request constitutes formal approval or rejection for this project.



STATEMENT OF WORK – RFP # 3895-12

SOFTWARE AND IMPLEMENTATION SERVICES FOR A PARKING CITATION MANAGEMENT SYSTEM FOR CITY OF SPOKANE, WASHINGTON

B.3.4 Quality Assurance

The Duncan Project Manager is responsible for assuring the Project Steering Committee and stakeholders that project policies and processes related to Duncan’s work performance are being applied and noncompliance is addressed.

B.4 PROJECT COMMUNICATIONS

On a regular schedule, Duncan will track, document, and communicate project status of Duncan’s efforts to the City Project Manager.

B.4.1 Status Reporting

The Duncan Project Manager will produce status reports and meet with the City Project Manager to discuss Duncan’s and the City’s progress every week.

Duncan’s standard weekly project status report will provide a:

- Summary of Accomplishments
- Status of Milestones and Deliverables
- Schedule and Budget Variances against the original (or adjusted) baseline (provided by City Project Manager, when pertinent)
- Summary of issues and risks related to the project
- Summary of change requests
- Project Progress towards Goals of the Project

B.4.2 Project Team Meetings

The Duncan Project Manager will review project progress and status with the project leads and team members for both Duncan and the City on a weekly basis, or more often if deemed necessary by either Project Manager.

The project team will meet to communicate activities occurring across sub-teams and to communicate any issues that are impeding progress.

B.4.3 Project Manager and Steering Committee Meetings

The Duncan Project Manager will review Duncan’s progress and status with the City Project Manager. The Project Managers will work through project issues, risks, and changes and determine which decisions must be escalated and to whom.

The Duncan Project Manager and the City Project Manager will also review project progress and status with the Steering Committee on a monthly basis or as alternately scheduled by the Committee.

B.5 DECISION MAKING PROCESS

Any large project will require hundreds of decisions over the course of its lifetime. Decisions can be broadly grouped into three categories as noted below. Some decisions will require escalation through the issue or scope management processes, and others simply need to be made, documented and acted on. But the process of decision-making should be transparent to those involved, and documented so that everyone understands it.



STATEMENT OF WORK – RFP # 3895-12

SOFTWARE AND IMPLEMENTATION SERVICES FOR A PARKING CITATION MANAGEMENT SYSTEM FOR CITY OF SPOKANE, WASHINGTON

B.5.1 Types of Decisions

Strategic Decisions

- Affect, or are affected by, project vision, direction or objectives
- Affect, or are affected by, project culture
- May have an impact on the institution
- Must be escalated through issue, scope and/or change management
- Affect, or are affected by, external engagement and alliances

Tactical Decisions

- Determine how to resource appropriately to accomplish a work task
- Determine how a strategy will be fulfilled

Operational Decisions

- Determine the detailed steps to accomplish tasks or new processes
- Affect team operations (rather than project deliverables specifically)
- Affect content

B.5.2 Approach to Decision Making

Consensus

Ideally, the team will achieve not only agreement, but consensus (or 100% agreement) on all decisions.

In the event that the project team cannot come to consensus on decision, the City project manager will either make the decision or will escalate the decision to the steering committee. The details of the escalation method will be defined in the Project Charter.

Being Decisive

Any project of the scope and complexity of the Parking Citation Management system implementation project must follow a tightly managed schedule in order to succeed. Because of this, once a decision is made, it can't be revisited without potentially affecting the project schedule. Therefore, the project will generally follow the rule "**Once a decision is made, it is made.**" Where subsequent events make it clear that the wrong decision was reached, the issue will be escalated through the Issue Management process as appropriate.

As noted in the Project Governance Structure above, decisions that impact quality, cost, scope, resources, or City policies will be made by the Executive Steering Committee.

Documenting Decisions

All project decisions will be appropriately and consistently documented by the City and Duncan's Project Managers according to their type and scope. For example, basic system configuration decisions will all be documented during the implementation project's configuration phase, and all subsequent changes in configuration will update the same documents. It is frequently important for end-users to be able to understand why a configuration choice was made, even years later, as the configuration adapts to changing institutional needs.

The documentation for each decision will include at least the following:

- Background discussion, if appropriate.
- Negative impacts on stated project goals, if applicable and corrective action required to resolve the negative impact, including any resulting potential cost or timing impacts,



STATEMENT OF WORK – RFP # 3895-12

SOFTWARE AND IMPLEMENTATION SERVICES FOR A PARKING CITATION MANAGEMENT SYSTEM FOR CITY OF SPOKANE, WASHINGTON

- Impact on Functional Requirements, Interfaces, Reports, Data Conversion
- Options considered, and their costs, benefits, and risks. This may not apply for some configuration choices, but all Strategic decisions will include complete documentation of these points.
- Which choice was made?
- Who (individual or team) made the decision and when.
- If appropriate, how the decision was communicated, and when.

Communicating Decisions

Operational decisions will be communicated within a project team, and to those directly affected by the decision. Operational decisions that will “live with the system” over its lifetime must be documented in a way that allows them to be accessible even after the system is in production. In this case, the communication might occur through custom help text.

Tactical decisions will be communicated across all project teams, and as appropriate, to external projects or operational units that may be affected by the decision. Tactical decisions that may impact scope, cost, quality, or schedule must be escalated through the appropriate process.

Strategic decisions will be communicated both vertically through the entire project governance structure, and horizontally across all project teams. At the discretion of the City Project Manager strategic decisions will be communicated to the project stakeholders.

B.5.3 Decisions for the Executive Steering Committee

All decisions related to impacts on the following will be made by the Executive Steering Committee or as is defined in the Project Charter:

- Cost
- Scope
- Quality of the product
- Schedule
- Business Case
- Project Goals
- City Policies

Strategic Issues will be communicated to the entire team since these may have an effect beyond one module or area.

Decisions for the Project Managers

The following types of decisions will be made by the Project Managers:

- Chartering of task teams.
- Operational issues.
- Changes in Work Plan.
- Internal and external resource allocation issues.
- Budget issues.
- Information to share with Steering Committee and other constituencies.
- Cross-team tactical decisions.
- Change management.
- Issues to be brought to the Steering Committee.



STATEMENT OF WORK – RFP # 3895-12 SOFTWARE AND IMPLEMENTATION SERVICES FOR A PARKING CITATION MANAGEMENT SYSTEM FOR CITY OF SPOKANE, WASHINGTON

- Information to be shared from Steering Committee meetings.
- Risk Mitigation issues

Decisions for the Project Team

The following decisions will be made by project teams, which include functional leads, process analysts, consultants and others as needed.

- Operational Decisions – Details of work steps for new processes.
- Identifying tactical and strategic issues to bring to the full team.
- Identifying gaps to be filled by product customization or business process change, and suggesting solutions or resolutions.
- Escalating all business process changes through the appropriate project hierarchy.

Achieving Team Decisions

Team members will:

- Get the information needed to address issues.
- Come prepared to explain, ask questions, discuss, and understand and will not abdicate responsibility for team decisions to others.
- Exercise collaboration rather than cooperation and not just “go along with” a decision.
- When a decision is reached, will “own” the decision.
- Accept that agreement is a commitment to how a decision was made; understanding it and committing to the result.

When disagreements occur, team members will:

- Seek to understand.
- Look at the facts.
- Listen and be flexible.
- Present and seek alternatives.
- Call on external sources for information or help.
- Not personalize the discussion, but focus on results.
- Not stop until issues are resolved.



STATEMENT OF WORK – RFP # 3895-12
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR
CITY OF SPOKANE, WASHINGTON

Section C TECHNOLOGY ARCHITECTURE

C.1 INFRASTRUCTURE

C.1.1 Software Installation

This SOW includes technical hours to support installation of the software products listed above. The scope of environments needed for the implementation is reflected below. Specific responsibilities concerning software installation duties follow.

During the installation, Duncan will create the three environments defined below.

- **PROD**-- Production
- **DEV**- for providing a development environment.
- **TEST**- will be a clone of **DEV**.

Duncan will be responsible for application of upgrades, patches, and fixes by Duncan.



STATEMENT OF WORK – RFP # 3895-12

SOFTWARE AND IMPLEMENTATION SERVICES FOR A PARKING CITATION MANAGEMENT SYSTEM FOR CITY OF SPOKANE, WASHINGTON

Section D IMPLEMENTATION

The project team will use Duncan’s Microsoft Sharepoint collaborative website to share information during the implementation and ongoing operations. The City’s Intranet iShare project site will continue to be used to post project information for City staff not on the project team.

D.1 IMPLEMENTATION METHODOLOGY

Duncan employs comprehensive System Implementation Methodologies that provide effective management of the solutions delivery process. The implementation methodology will provide an approach to the implementation of the City’s functional requirements, list of conversions, interfaces, reports and customizations identified within this Statement of Work.

The overview sections that follow describe the major Implementation tasks and deliverables.

1. Planning and Design –

This phase includes implementation start-up activities such as resource assignment, orientation, as well as detailed planning/refinement. In addition, this includes an onsite visit to plan solution processes, gather and validate specific information such as equipment installation location details, edit lists, ticket design, ticket entry data flow design, design of notice formats, design of correspondence formats, defining processing rules, clarifying event timing, clarifying various processes, defining reporting requirements, etc. The City will be expected to actively participate in this process including providing detailed program information, collaboratively providing workflow design, supporting report design, making design decisions, marshaling City resources and approving solution design.

As the City certainly knows, planning is the key to successful implementation of any large complex project. Our experienced staff and management team will work closely with the City in the planning phase to ensure that the groundwork is laid for a successful, on-time implementation and a well-designed overall system that will meet the City’s program goals and objectives.

Deliverables or outcomes from this phase include:

- Detailed, approved Project Work Plan
- Detailed design documents approved by the City

2. Configuration & Development –

This phase includes obtaining any required hardware/software, configuring system components, crafting notices and correspondence templates, preparing document image work queues, developing any interfaces and required reports, refining the overall transition plan, site preparation, preparing/refining issuance, processing, collection transition procedures, and refining or preparing required user documentation in support of our proposed solution.



STATEMENT OF WORK – RFP # 3895-12
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR
CITY OF SPOKANE, WASHINGTON

- **Data Conversion**—As a part of the Configuration and Development stage, Duncan will facilitate the data conversion process as it related to parking ticket processing solution data. This process will be initiated early and is envisioned to be an ongoing activity throughout the transition. This includes activities such as data source identification, data mapping, controls identification for transition validation, active and historical data cleanup, small test conversion, volume test conversion, conversion validation, and ultimately final conversion. Our underlying assumption is that the City’s current vendor, or the City, will be very active in this process to provide files as well as controls for current parking ticket data in a format prescribed by Duncan.

- **Installation**—Also as part of the Configuration and Development stage, Duncan will install and validate required equipment, related hardware, software and other system peripherals where required. This includes handheld equipment, software for system access, etc. Site testing will include such areas as ticket issuance system functionality, wireless functionality, hosted processing system access, as well as local and remote access capability for ongoing support.

Deliverables or outcomes from this phase include:

- Updated Project Work Plan
- Small file test data conversion
- Complete file test data conversion
- Conversion process approved by the City
- Handheld emulator with functionality approved for software configuration
- Configured enforcement solution
- Configured processing solution
- Tailored business process procedures and user documentation
- Support procedures
- Handheld solution installed on client site
- Processing system access set up and validated for agreed upon number or named City users

3. Training & Testing –

This phase includes initial training for Duncan personnel to facilitate unit testing of configured software and procedures specifically architected for the City. Initial training will also be provided for key City staff to facilitate system testing which will lead to system acceptance. Additionally, formalized training will be provided for required City end users closer to the planned implementation date. This will help facilitate readiness for day to day operations. Duncan will work closely with the City to devise a training and testing program that will have the most favorable impact for operational readiness.



STATEMENT OF WORK – RFP # 3895-12
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR
CITY OF SPOKANE, WASHINGTON

Testing includes a structured process to validate deliverables in preparation for implementation. This is typically an iterative process involving both City and Duncan personnel for validation of key processes, procedures, system functions and contracted solution deliverables.

- **Unit Testing** - Unit testing is defined as the testing of a specific self-contained unit to ensure compliance with documented requirements, intended purpose, features and functionality. This includes such system components as enforcement, business procedures, data transition, online inquiries and maintenance screens, web services, reporting, automated processes, import/exports, collections, adjudication, boot/tow management, permit management, reporting, etc. This process is generally conducted by Duncan staff.
- **System Acceptance Testing** – System acceptance testing is defined as the testing of features and functions of a complete system, including interfaces, workflow management, overall system flow, etc. to ensure compliance with documented requirements and intended purpose, along with committed features and functionality. This includes end-to-end system functionality including business procedures, online screens, reports, automated processes, interfaces, etc. and will result in formal acceptance for final implementation planning. This process is initially conducted by Duncan staff, then by City staff to accept the delivered solution.

Deliverables or outcomes from this phase include:

- Updated Project Work Plan
- Initial training plan prepared and approved
- Trained Duncan personnel where appropriate
- Trained key City personnel assigned for initial testing
- Duncan approved Unit Test
- Duncan approved System Acceptance Test
- City approved System Acceptance Test
- Approval to “go-live”

4. Closure –

In this phase we assess the effectiveness of the implementation for potential process improvement as well as work with the City to define how and when to address items that may have been deferred from the initial implementation process. Once System Acceptance Testing has been completed and approved by the City, we will work with the City to agree on the timing of “go-live” implementation, perform the final conversion, conduct an operational readiness assessment, perform final system cut-over and initiate our system support program. The entire Duncan project team will be in an operations alert status both during implementation transition



STATEMENT OF WORK – RFP # 3895-12

SOFTWARE AND IMPLEMENTATION SERVICES FOR A PARKING CITATION MANAGEMENT SYSTEM FOR CITY OF SPOKANE, WASHINGTON

and the first several weeks following system cut-over. This will ensure any unforeseen issues are identified and address as early as possible.

Deliverables or outcomes from this phase include:

- Updated Project Work Plan
- Agreed upon “go-live” date
- Final data conversion
- Production system final configuration and validation
- Approval to cut-over to new system
- Initiation of Duncan ongoing support program

D.2 DOCUMENT MANAGEMENT

Document Management establishes and maintains the integrity of project documents throughout the project life cycle. Version Control provides the formal process of controlling and documenting approved changes to documents that have been base lined.

The project’s iShare site will be used as the repository to control project management documents and non-software code documents for the project.

D.3 DATA SECURITY

Duncan will comply with all of the City’s data confidentiality and security policies and procedures and adhere to its commitment and responsibilities for data security.

D.4 TECHNICAL DEVELOPMENT SCOPE

Duncan has identified the technical scope below from review of the City of Spokane’s RFP and in responding to the functional requirements matrix. The technical development scope is grouped into:

- Interface Development
- Data Conversion
- Customization
- Custom Report Development
- Court Docket Procedure Clarification

The following section presents the technical development scope and provides roles and responsibilities for each party.

D.4.1 Interface Scope

Below is a list of interfaces from Attachment 9 – Interfaces included in the scope.



**STATEMENT OF WORK – RFP # 3895-12
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR
CITY OF SPOKANE, WASHINGTON**

DOL Vehicle License Inquiry

Major Functional Area:	Registered Owner Information
Frequency of Interface:	Batch - Daily
Purpose of Interface:	A flat file containing vehicle license plate data submitted to Washington State DOL to inquire on registered owner information

DOL Vehicle License Information Reply

Major Functional Area:	Ticket - Registered Owner Information
Frequency of Interface:	Batch - Daily
Purpose of Interface:	A flat file retrieved from the WA DOL containing registered owner information to be uploaded into the system.

DOL License Hold

Major Functional Area:	Vehicle License Plate information
Frequency of Interface:	Batch- Weekly
Purpose of Interface:	A flat file submitted to the WA DOL of License Plates with 2 or more tickets. Also contains information on License plates that have paid off their tickets so the hold is released.

Pre-Collection File

Major Functional Area:	Ticket – License plate and registered owner information
Frequency of Interface:	Batch - Monthly
Purpose of Interface:	A flat file of License plate and registered owner information that need to receive a pre-collection notice from the collection agency.

Collection File

Major Functional Area:	Ticket – License plate and registered owner information
Frequency of Interface:	Batch - Monthly
Purpose of Interface:	A flat file of License plates and registered owner information that is being turned over to collections.

Statutory Write Off File

Major Functional Area:	Tickets – Citations older than 10 years
Frequency of Interface:	Quarterly
Purpose of Interface:	A flat file received from the collection agency that has citations older than 10



**STATEMENT OF WORK – RFP # 3895-12
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR
CITY OF SPOKANE, WASHINGTON**

	years and that are no longer being worked. These citations are then written off.
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Inovah City Treasurer Receipting System

Major Functional Area:	Accounting
Frequency of Interface:	Batch - Daily
Purpose of Interface:	Import of parking infraction revenue amounts into Inovah. Currently, a clerk fills out a Treasurer’s Receipt form with the different G/L account numbers and their corresponding daily totals. The info on that form is entered into Inovah. Then, when the cashiers close out for the day, a process creates an interface that goes to the City’s FMS II system.

Stolen Car File

Major Functional Area:	Handhelds/Enforcement
Frequency of Interface:	Batch - Hourly
Purpose of Interface:	A flat file of stolen vehicles produced hourly by the Spokane Police department needs to be uploaded into the system for hotlist.

City Permitting System (Accela)

Major Functional Area:	Handhelds/Enforcement
Frequency of Interface:	Batch - Daily
Purpose of Interface:	A daily flat file of City obstruction permits to be made available in the handhelds.

City Mail Center

Major Functional Area:	Citations Delinquent notice
Frequency of Interface:	Batch - Weekly
Purpose of Interface:	A delinquent notice provided in a print format to the City Mail Center for printing and distribution.

City Accela Permit System for Business License Verification

Major Functional Area:	Handhelds/Enforcement
Frequency of Interface:	Batch - Daily
Purpose of Interface:	File of valid City business licenses to be used as lookup. A business or individual requesting a permit in the Duncan system needs to have a City business license.

INTERFACE STEPS AND ROLES



**STATEMENT OF WORK – RFP # 3895-12
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR
CITY OF SPOKANE, WASHINGTON**

Step	Description	DUNCAN	City
1. Requirements Identification	Discovery, resulting in which interfaces will need to be in future state solution.	Lead	Assist
2. Approval	Future interfaces are approved by project manager.	Participate	Lead
3. Specification	The technical specification will define the technical approach to development, source data, interface layouts, timing of the interface, and any security and process scheduler requirements.	Lead	Participate
4. Specification Approval	Interface specification is approved by project manager.	Participate	Lead
5. Develop and Unit Test	Develop the interface to meet the design specifications using the most effective development tool. The final development steps are to unit test the interface and validate that the results meet the specification.	Lead	Participate
6. Interface Testing Validation	Validate test results with functional team.	Lead	Participate
7. Interface Approval/Sign-off	Project manager approval followed by migration between instances.	Participate	Participate
8. Integration Testing	Test the process with the third parties.	Participate	Lead

The technical development hours for interface development will be split as follows City Hours X,XXX

- Duncan Hours 4 hours per interface

D.4.2 Data Conversion Scope

SCOPE OF CONVERSION EFFORT:

Parking

Data	Amount	System/Format
Citation data	All current and history	ICPS
Street data	All history	ICPS
Meter data	All history	ICPS
Officer data	All active history	ICPS

DATA CONVERSION REQUIREMENTS:

The City’s IT organization will be responsible for developing the data extracts from current City systems to the temporary tables or flat files that will be used to translate into Duncan’s Parking Citation . Duncan will mentor City staff on that work. Through the knowledge transfer process, Duncan will document and demonstrate the data conversion processes for the City’s IT staff.



**STATEMENT OF WORK – RFP # 3895-12
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR
CITY OF SPOKANE, WASHINGTON**

All data that is not a candidate for programmatic conversion will either be manually loaded by the City resources or archived into a data warehouse for future access and reporting by the City resources. Duncan resources will define the conversation strategy with the City and provide technical design assistance should a data warehouse be used for archived data.

DATA CONVERSION ROLES – THE STEPS BELOW WILL BE INTEGRATED WITH THE IPM.

Step	Description	DUNCAN	City
1. Identification	Identify the sources of data to be converted.	Participate	Participate
2. Mapping	Mapping of the existing data to be converted into "vanilla" data tables.	Lead	Participate
3. Document	Produce data mapping worksheets.	Lead	
4. Conversion Method	Determination and use of the various methods for converting the data, whether manual and/or automated. If automated, selection of tools, i.e. application engine, SQL etc.	Lead	Participate
5. Extraction	Extraction of the data from the various sources.		Lead
6. Translation	Translation of the extracted data into new system formats.	Lead	Participate
7. Loading	Loading of the translated data into system delivered data tables.	Lead	Participate
8. Verification	Verification and reconciliation by project team members of the loaded data in the system against the data from the City's current systems.	Participate	Lead

The below hours are the estimates for the technical development hours for data conversion and will be split as follows:

- City Hours TBD
- Duncan Hours 80 hours

D.4.3 Customization Scope

The City specified customizations below taken from RFP Exhibit F, "Functional Requirements" are included in the project scope and will be met by customizations provided by Duncan:

Reference Number	Functional Requirements	Response	Response	Module(s)/Sub-module(s) Required to Fulfill Requirements	In Scope/Included in Cross Phase Development
S W 30	System can flag any records and hold for audit or litigation and prevent archive	CU	CU	AutoISSUE	In Scope



STATEMENT OF WORK – RFP # 3895-12
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR
CITY OF SPOKANE, WASHINGTON

S W	83	System can produce or import interface files in a variety of formats such as but not limited to CSV, .XLSX, XML, Fixed Length or TXT.	CU	CU	?	In Scope
S W	99	System allows Customer to see basic citation details online such as but not limited to Infraction, Infraction Code, Vehicle License plate, Time, Date, Location, public Officer comments, Citation Image and Pictures. System should also should allow customer to see all of their citation and payment arrangements	CU	CU	?	In Scope
E	18	System must have real time access to police records for stolen vehicles and city courtesy vehicles.	CU	CU	AutoISSUE	In Scope Courtesy vehicle info is entered by hand. A file of stolen vehicle data is produced hourly and an FTP process copies it and loads it into a database table. So, this would be the Hot List in AutoISSUE.
E	31	System must have the ability to validate a current associated City Business permit system number to pre-issuing Parking permits.	CU	CU	?	In Scope: ability to insure that the entity requesting a parking permit has a City business license. The State of Washington now handles the City's business licenses. We receive a tab-delimited file weekly from the State to be loaded into a table in Accela. We would need the ability to use that data to verify the existence of a business license from AutoISSUE, whether we read that Accela table or load the data into a custom table in the new system. It was agreed that the City will look up the validity of the business license in the tab delimited file the State sends to them.



STATEMENT OF WORK – RFP # 3895-12
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR
CITY OF SPOKANE, WASHINGTON

E	32	System must have the ability to interface with the City's Accela Permitting system to acquire Street Obstruction Permit information.	CU	CU	?	In Scope: the ability to look up Obstruction Permit information from AutoISSUE. There is already a nightly process that gets a file of Obstruction Permit information from Accela. We need the ability to use that data for permit verification, It was agreed that the City will look up the validity of the business license in the tab delimited file the State sends to them.
J	9	System must have the ability for the Prosecutor to re-file a citation to a different person	CU	CU	AutoPROCESS	In Scope: Development



STATEMENT OF WORK – RFP #3650-09
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR THE
CITY OF SPOKANE, WASHINGTON

D.4.4 Reporting Scope

The City specified reports below taken from RFP Attachment 10, “Reports” is included in the project scope and will be met by either standard delivered (SR) or custom developed (CR) reports:

Functional Area	Report	Notes	Frequency	In Scope	Standard vs. Custom
Court Admin and Parking Enforcement	Tickets By Specific License	List of Tickets by license number with basic ticket information and outstanding balance.	Anytime	Yes	SR
Court Admin and Parking Enforcement	Court cases by Date	List out court sessions/hearings by date	Anytime	Yes	SR
Court Admin	Suspect Vehicle	List of Tickets that are not matched with loaded DOL information	Daily	Yes	SR
Court Admin	Court Calendar	List of Court sessions, court hearings, by hearing time and cases.	Weekly	Yes	SR
Court Admin	Collection tickets filed by specific date	List of Collection tickets filed on a specific date	Monthly		
Court Admin	Tickets in Suspended status	List of suspended ticket to date	Anytime	Yes	SR
Court Admin	Overpayment report	List of tickets with overpayment dollar amount on a specific date/date range	Monthly	Yes	SR
Court Admin	Payment of Airport tickets	List of paid ticket issued by Airport Police sorted by dates on specific date/range	Monthly	Yes	SR
Court Admin		List out payments received in a specific date/range in different forms of cash, check, money order and credit card by financial transactions.	Daily	Yes	SR
Court Admin	Cashier Totals	Summary of all payments received by all cashiers on a specific date.	Monthly	Yes	SR
Court Admin	VQ5 Load report	List of all Licenses loaded into system from DOL reply interface file after loading process had been done by load sequences.	Daily - auto run after DOL reply processes were done.	Yes	CR



STATEMENT OF WORK – RFP #3650-09
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR THE
CITY OF SPOKANE, WASHINGTON

Court Admin	Filings and Revenues	List of Treasurer's receipts with total \$/total filings	Monthly	Yes	CR
Court Admin	Memo	Memo send to Treasurer's office regarding NSF check	Anytime	Yes	CR
Court Admin	Receipt	Printed from receipt printer for payment in Cash, check, MO and Card	Anytime	Yes	SR
Court Admin	Form 1a - Court judgment/Time pay agreement	Auto generated when Time pay agreement set procedurally.	Anytime	Yes	CR
Court Admin	Form 1b - Court judgment/Time pay agreement	Manually generated before court hearing time	Anytime	Yes	CR
Court Admin	Form 2 - Delinquent Notice, double sides notice	Generated when Delinquent process initiated procedurally.	Weekly	Yes	SR
Court Admin	Form 3 - Contested hearing notice	Auto generated when related session/hearing is set procedurally.	Daily	Yes	CR
Court Admin	Form 4 - Mitigation hearing notice	Auto generated when related session/hearing is set procedurally.		Yes	CR
Court Admin	Form 5 - Judicial officer's order form	Auto generated with citation numbers and defendant's address.	Anytime	Yes	CR
Court Admin	Letters - Standard letter.	A set of multiple categories/standard/default letters that had main paragraph modifiable.	Anytime	Yes	SR
Parking Enforcement	Ticket Summary by PE Officer		Anytime	Yes	SR
Parking Enforcement	Ticket Summary by Street		Anytime	Yes	SR
Parking Enforcement	Ticket Summary by Violation code/date		Anytime	Yes	SR
Parking Enforcement	Tickets issued by location		Anytime	Yes	SR
Parking Enforcement	Tickets issued by violation codes		Anytime	Yes	SR
Parking Enforcement	Tickets issued by Date		Anytime	Yes	SR
Parking Enforcement	Tickets issued by Block by Date		Anytime	Yes	CR
Parking Enforcement	Tickets cancelled (voided) by PE		Anytime	Yes	SR



STATEMENT OF WORK – RFP #3650-09
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR THE
CITY OF SPOKANE, WASHINGTON

	officer on a date/range				
Parking Enforcement	Tickets issued/meter type/block comparison report	List of meter time duration types with associated total number of issued citations. Report run by specific time range at specific block.	Anytime	Yes	CR
Parking Enforcement	Current obstruction permits occupied meters report	List of meters associated with current occupied obstruction permits	Anytime	Yes	CR

CUSTOM REPORT DEVELOPMENT ROLES – THE STEPS BELOW WILL BE INCLUDED IN THE PROJECT PLAN

Step	Description	DUNCAN	City
1. Requirements Identification	Discovery, resulting in which custom reports will need to be in future state solution.	Lead	Assist
2. Approval	Future state custom reports are approved by project manager.	Participate	Participate
3. Specification	The technical specification will define the technical approach to development including type of tool used.	Lead	Participate
4. Specification Approval	Custom report specification is approved by project manager.	Participate	Participate
5. Develop and Unit Test	Develop the custom report to meet the design specifications using the most effective Parking Citation development tool. The final development steps are to unit test the custom report and validate that the results meet the specification.	Participate	Participate
6. Custom report Testing Validation	Validate test results with functional team.	Lead	Participate
7. Custom report Approval/Sign-off	Project manager approval followed by migration between instances.	Participate	Participate



STATEMENT OF WORK – RFP #3650-09 SOFTWARE AND IMPLEMENTATION SERVICES FOR A PARKING CITATION MANAGEMENT SYSTEM FOR THE CITY OF SPOKANE, WASHINGTON

D.4.5 Court Docket Procedure Clarification

The Court Administration should have the ability to set up unlimited types of dockets. They also need to be able to set up an all-call or cattle call process where a fixed number of people are scheduled for the same time.

The process to sign up for a Contested or Mitigated hearing should be as follows:

- Online – The customer would access his citation information online and choose a Contested or Mitigated hearing. The system would then automatically schedule him/her for the next available docket. It would then notify him/her of the time and date of their assigned docket.
- By Mail – A Court clerk would access the citation information and choose Contested or Mitigated hearing. The system would then automatically schedule the citation on the next available docket. It would then generate a confirmation of the time and date of the docket for the Clerk to mail to the Customer. The Clerk should have the ability to override the schedule and set the citation to any available docket if needed.
- We use an all-call or cattle call process. The court has a parking docket for the set time of 1:30 (example). Everyone shows up then and just waits for their name to be called. We do not set specific times for each person.

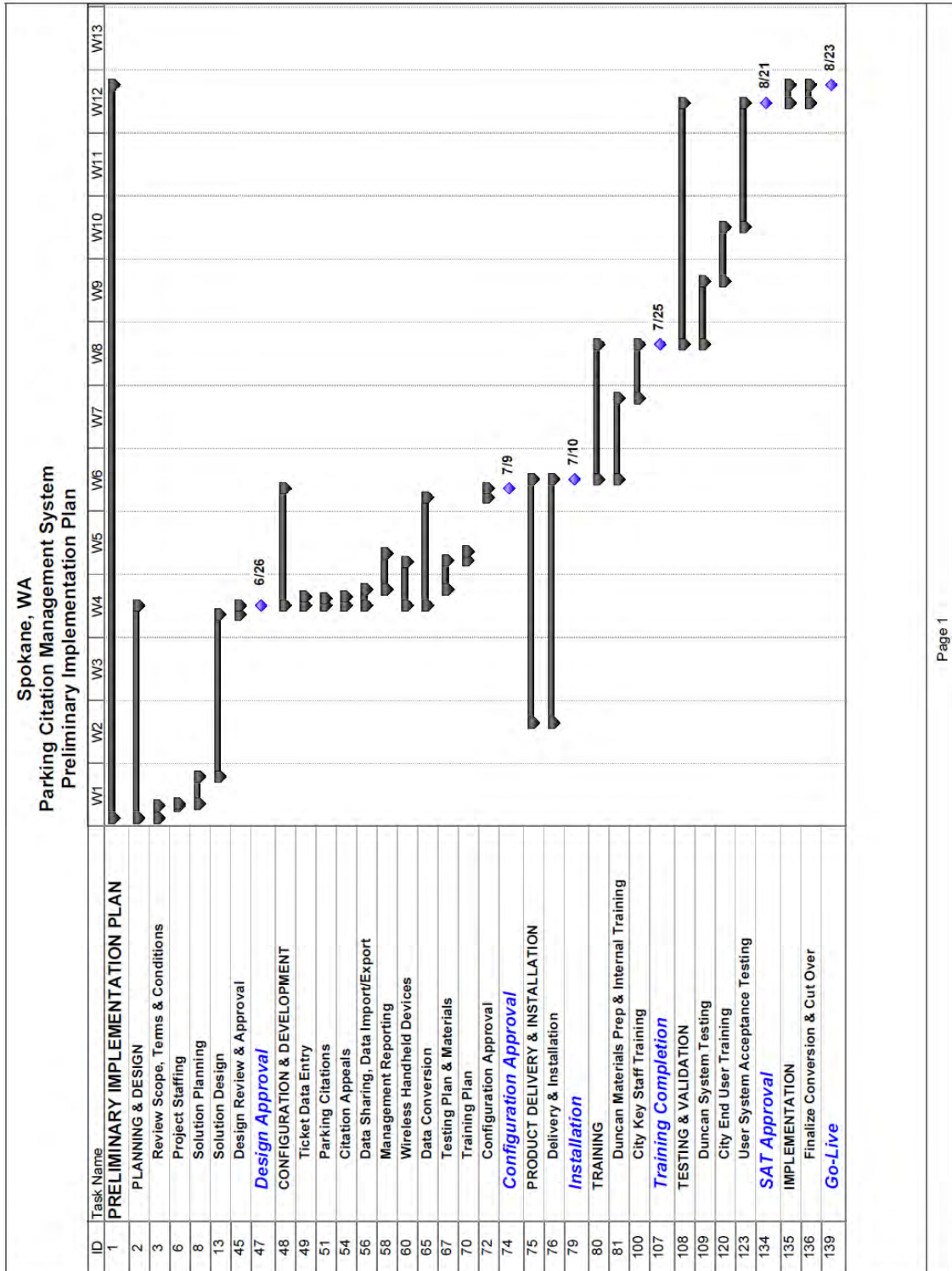
D.5 IMPLEMENTATION SCHEDULE

The implementation schedule identified below is the preliminary schedule which will be confirmed during project planning and the Discovery Phase of the project.

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STATEMENT OF WORK – RFP #3650-09 SOFTWARE AND IMPLEMENTATION SERVICES FOR A PARKING CITATION MANAGEMENT SYSTEM FOR THE CITY OF SPOKANE, WASHINGTON



Implementation

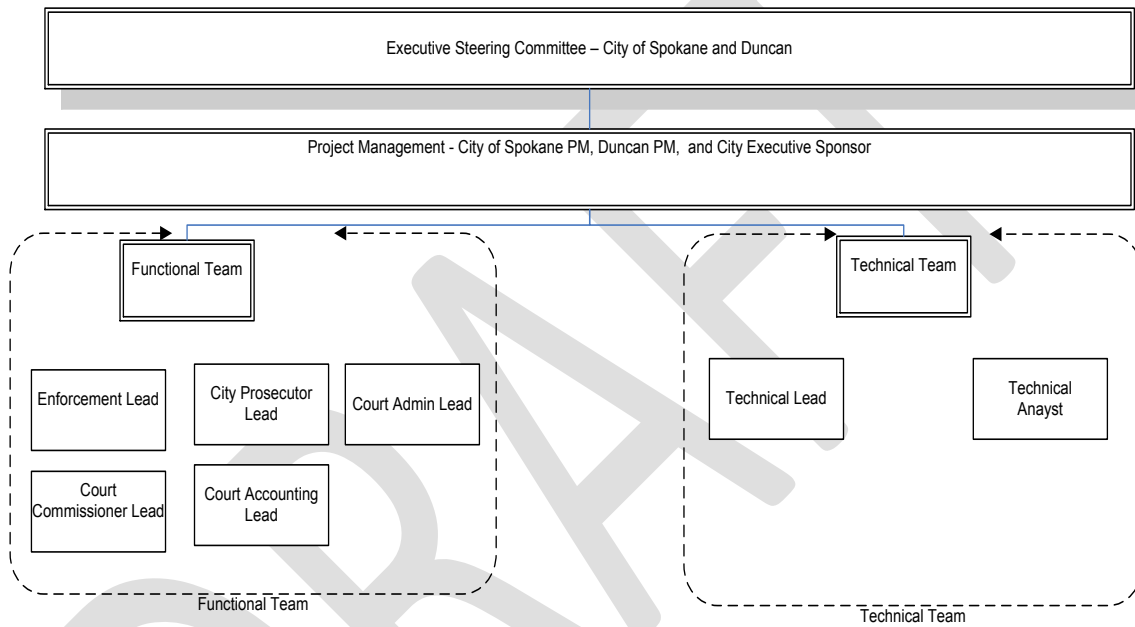


STATEMENT OF WORK – RFP #3650-09 SOFTWARE AND IMPLEMENTATION SERVICES FOR A PARKING CITATION MANAGEMENT SYSTEM FOR THE CITY OF SPOKANE, WASHINGTON

- Total duration 4 months
- Implementation July 2013-October 2013

D.6 IMPLEMENTATION TEAM

Please see Section D.7 Staffing Plan for all City and Duncan resources and participation levels on the project. The org chart below outlines the implementation team from both Duncan and the City of Spokane. Roles and responsibilities are defined following the organizational chart.



D.7 CITY OF SPOKANE PROJECT STAFFING

Management

Staff Function	FTE	Project Team Recommendation
Project Manager		Andrea Rollins, IT
Executive Sponsor		Dave Steele, Asset Management



**STATEMENT OF WORK – RFP #3650-09
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR THE
CITY OF SPOKANE, WASHINGTON**

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Core Team

Staff Function	FTE	Project Team Recommendation
Enforcement Lead		Josh Weigelt
Court Commissioner Lead		Jerry Caniglia
City Prosecutor Lead		Mike Reinken
Court Administration Lead		Howard Delaney
Court Accounting Lead		Chris Goe
Technical Lead		Bob Forsyth
Technical Analyst		Di Truong

D.8 CITY OF SPOKANE EXPECTED TIME COMMITMENT (ONE FTE YR = 1,860 HRS)

Depending on the final scope agreed to in this document we would expect the City to commit 400 hrs during the implementation of this project.

Staff Function FTE Requirement	Wks 1 - 2	Wks 3 - 4	Wks 5 - 6	Wks 7 - 8	Wks 9 - 10	Wks 11 - 12	Wks 13 - 14	Wks 15 - 16	Wks 17 - 18
Project Manager									
Executive Sponsor									
Enforcement Lead									
Court Commissioner Lead									
City Prosecutor Lead									
Court Administration Lead									
Court Accounting Lead									
Technical Lead									
Technical Analyst									

D.9 DUNCAN PROJECT STAFFING

Program Manager – Gabe Valadez
 Implementation Manager – Sonja Wieder
 Account Manager – Sonja Wieder

D.10 ROLES AND RESPONSIBILITIES FOR KEY PROJECT ACTIVITIES



**STATEMENT OF WORK – RFP #3650-09
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR THE
CITY OF SPOKANE, WASHINGTON**

CITY OF SPOKANE ROLES AND RESPONSIBILITIES

Role	Project Responsibilities
Steering Committee	The Steering Committee is made up of executives whose organizations are directly impacted by the project. The Steering Committee reviews issues, status, resources, and budget.
Project Manager	<p>The objective of project management is to plan and control development efforts from initiation to conclusion, to deliver an acceptable return on investment. A project must be managed in terms of its structure, resources, quality of deliverables, and team productivity. By making adjustments in resource allocation, work products and the work plan, project management can maintain the project’s return on investment. While the day-to-day operations and associated tasks and deliverables of each team are managed individually, the general approach to Project Management is the same across all teams. The PM will put in place a centralized means for reporting team status, issues, and scope change requests.</p> <p>The responsibilities of the PM are to be shared with the Duncan PM, as follows:</p> <ul style="list-style-type: none"> Maintenance of deliverables repository Scope management and control, project objectives and priorities Issue management and resolution between project teams Risk management Program status reporting and steering committee reporting Testing and acceptance
Core Team Chairman	General project assistance
Business Leads (Subject Matter Experts)	Business Leads are subject matter experts that are fully knowledgeable of the business requirements of the City in their respective area of expertise. The subject matter experts are charged with learning and understanding the capabilities of the software in their respective area, and helping the project team make decisions about how the system will support the business function. Subject matter expert’s work in tandem with the Duncan technical and functional team members to define requirements, configure the system (as required), conduct testing and prepare end-user training.
Technical Team	Responsible for working with the Project Team (Duncan and the City) in order to perform technical services required for the implementation, including report development, development of third party interfaces, data conversion and development of workflows and customizations.

DUNCAN ROLES AND RESPONSIBILITIES

(4A PROJECT PERSONNEL

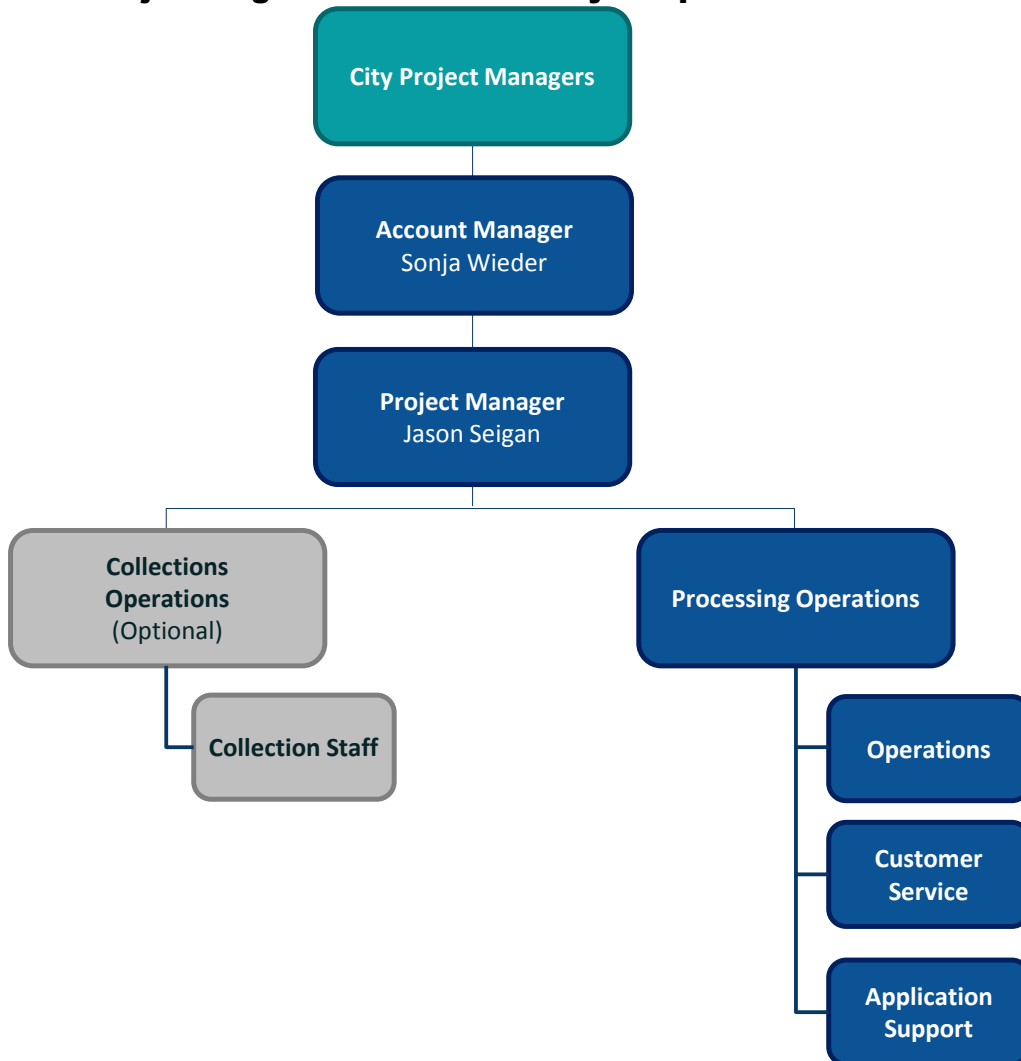


STATEMENT OF WORK – RFP #3650-09
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR THE
CITY OF SPOKANE, WASHINGTON

Duncan attracts—and retains—top talent in the parking industry. Our staff is highly experienced on Duncan equipment and systems, as well as the trends and technologies of the industry as a whole. Following is the proposed project organization for the City of Spokane. The identified staff will perform the assigned work with any substitutions made only with prior approval from the City.

Because our system is a hosted solution, we provide ongoing support for the life of the contract. In addition to onsite support provided immediately after implementation, our staff is available for long-term technical and program assistance.

Proposed Project Organization for the City of Spokane



Our proposed project organization for the City utilizes highly qualified and experienced staff.



STATEMENT OF WORK – RFP #3650-09
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR THE
CITY OF SPOKANE, WASHINGTON

Account Manager – Sonja Wieder

Summary of Qualifications

Ms. Wieder possesses a broad base of processing experience and perspectives helpful for implementing and monitoring Duncan citation processing clients. An expert in the operations of Duncan’s AutoPROCESS citation management system, Ms. Wieder has worked with scores of municipalities throughout the West coast to increase their parking program management efficiencies and proactively monitor customer success.

Professional Experience

Duncan Solutions, Account Manager

2004-Current

In this position, Ms. Wieder has helped over 50 Municipalities implement their citation management program with AutoPROCCS and trained staff in the system’s operations. She has a great deal of experience in the intricacies of a multi-court client set-up and regulations.

- Develops and maintains a strong client relationship through interaction with the client personnel
- Prepares periodic reports for clients on demand
- Prepares and transmits periodic analysis and recommendations to clients to improve and enhance their Parking Citation Program
- Troubleshoots issues with clients and work with internal personnel to create permanent solutions
- Facilitates customer needs, coordinating inputs and involvement from all aspects of the company

Duncan Solutions, Operations Manager

1993– 2004

Mrs. Wieder has over 25 years’ experience as an Operations Manager for municipalities on the West Coast. As an Operation Manager her responsibilities were: Complete managerial accountability for all operations personnel, including courier, data entry, cash management, and telephone support and computer operations. Her duties also included maintaining a smooth and accurate processing flow of all data, from courier pick-up to final disposition.

- Handled all budgetary items and inventory control including hardware and software purchases, and system and personnel supplies.
- Provided technical and clerical support and training to Issuing Agencies, Courts and County personnel as needed.

Education

Los Medonas Community College- Visual Basic Computer Language

Section E DUNCAN IMPLEMENTATION PLAN



STATEMENT OF WORK – RFP #3650-09
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR THE
CITY OF SPOKANE, WASHINGTON

Duncan will use our structured yet flexible Project Management disciplines to efficiently and effectively plan and guide the transition of the City’s current enforcement and parking citation management program to a new, more functionally rich, streamlined, as well as more accountable and responsive business management solution.

The Duncan Team understands the City is seeking to make a significant change in delivering parking enforcement and citation processing services to the citizens Spokane and its visitors. The inherent challenges of an undertaking of this type should encourage the City to select a partner that is capable of effectively managing the transition in a short period time while ensuring there is no disruption parking ticket processing services or City revenues. To that end, Duncan’s staff of experienced solution providers has successfully executed transitions for numerous agencies relying on complex program expertise, well-structured processes, and a comprehensive implementation tool kit.

Planning is the key to our overall implementation and program operations success and our experienced staff and management team work closely with our clients from initial planning, to implementation, operations and ongoing program improvements. Based on our team’s extensive experience and record of successful program transitions, the City should be confident that Duncan will quickly and easily affect the transition to a well-run, customer focused parking ticket management and meter operations program delivering optimum customer service as well as City revenues year after year.

Key features of our proven approach include:

Assignment of an experienced, task-oriented **project manager and dedicated management team** to oversee the process from the first pre-implementation meetings to the actual implementation

Highlights

- A proven and demonstrated implementation methodology that leverages best practices and lessons learned through previous transitions
- Veteran managers and personnel for both implementation and operations roles with detailed knowledge of parking citation processing programs
- A preliminary detailed implementation plan that addresses the key elements of the City’s RFP scope of work
- Dedicated time in the project schedule for key decisions and activities, including selection of the handheld device and configuration of application components to best suit the City’s program needs and preferences

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STATEMENT OF WORK – RFP #3650-09 SOFTWARE AND IMPLEMENTATION SERVICES FOR A PARKING CITATION MANAGEMENT SYSTEM FOR THE CITY OF SPOKANE, WASHINGTON

- and the post-implementation operations phase. Our project management team will bring practical and successful experience in proactively supporting the City's program transition.
- A proven, well-defined, documented **flexible transition process** that allows both Duncan and the City to monitor the progress of the project and measure key transition milestones along the journey to a successful implementation.
 - A time tested **data conversion and data interface management process** which has been successfully used to convert and interface data to/from various systems ranging from simple to complex and a staff of systems professionals who are experts in the complexities of the data conversion and interface process.
 - Preparation and execution of a comprehensive and rigorous **testing strategy and plan** to ensure that all features, functions, and procedures components are working as designed and that the system outputs are produced as expected. In addition, any required user manuals, documentation and the like for ongoing operations will be refined, developed and delivered as part of the overall transition process.
 - A well-documented and defined **performance management and improvement process** for subsequent day to day operations. This strategy ensures both Duncan and the City are focused on optimizing the overall performance of the City program and desired outcomes.

In preparing our proposal, Duncan has reviewed the City's requirements as outlined in the RFP, analyzed the answers provided in Addenda, spoken with parking and transportation professionals and industry leaders, reviewed best practices from the leading parking management programs around the world, and reviewed the available technologies and systems to develop a solution and plan that will meet or exceed the City's expectations. Details of those findings are outlined below.

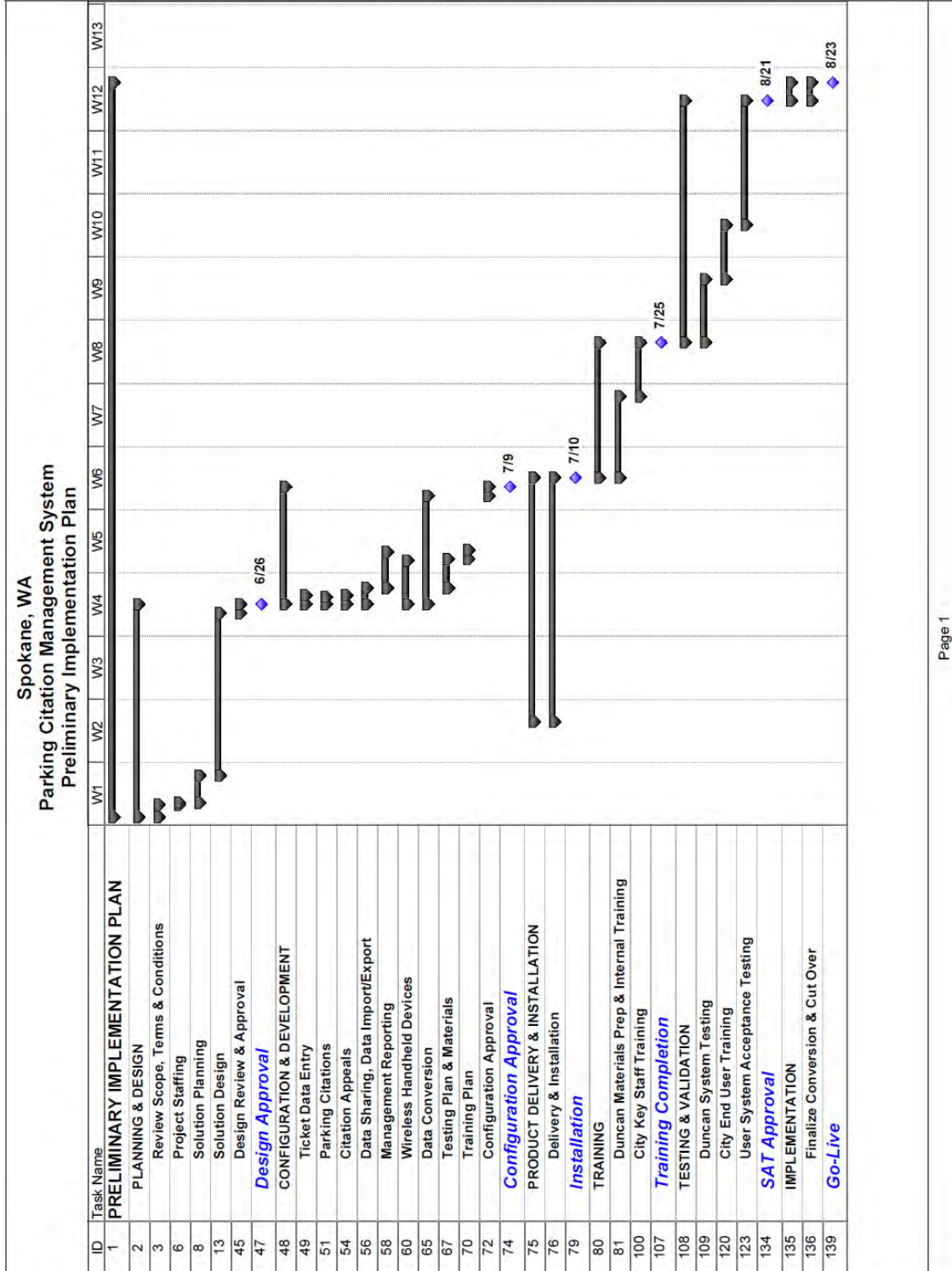
E.1 7A DETAILED PLAN

As the focus of this section is on a preliminary detailed implementation plan, for a comprehensive description of our project phasing and detailed approach for implementation, please see proposal Section 7B Proven Methodology. In accordance with the RFP, Duncan has included a Preliminary Detailed Implementation Plan as part of our proposal. During the Planning and Design phase, Duncan will work closely with the City to refine our plan including the finalizing of activities, tasks, deliverables and key milestones, detailing all tasks by anticipated hours, flushing out resource assignments, finalizing dependencies, load balancing the project schedule, creating the baseline, as well as establishing tracking and reporting procedures, etc.



STATEMENT OF WORK – RFP #3650-09 SOFTWARE AND IMPLEMENTATION SERVICES FOR A PARKING CITATION MANAGEMENT SYSTEM FOR THE CITY OF SPOKANE, WASHINGTON

Preliminary Detailed Implementation Plan / Time Line



Duncan uses a structured plan to plan, track and manage detailed project activities.



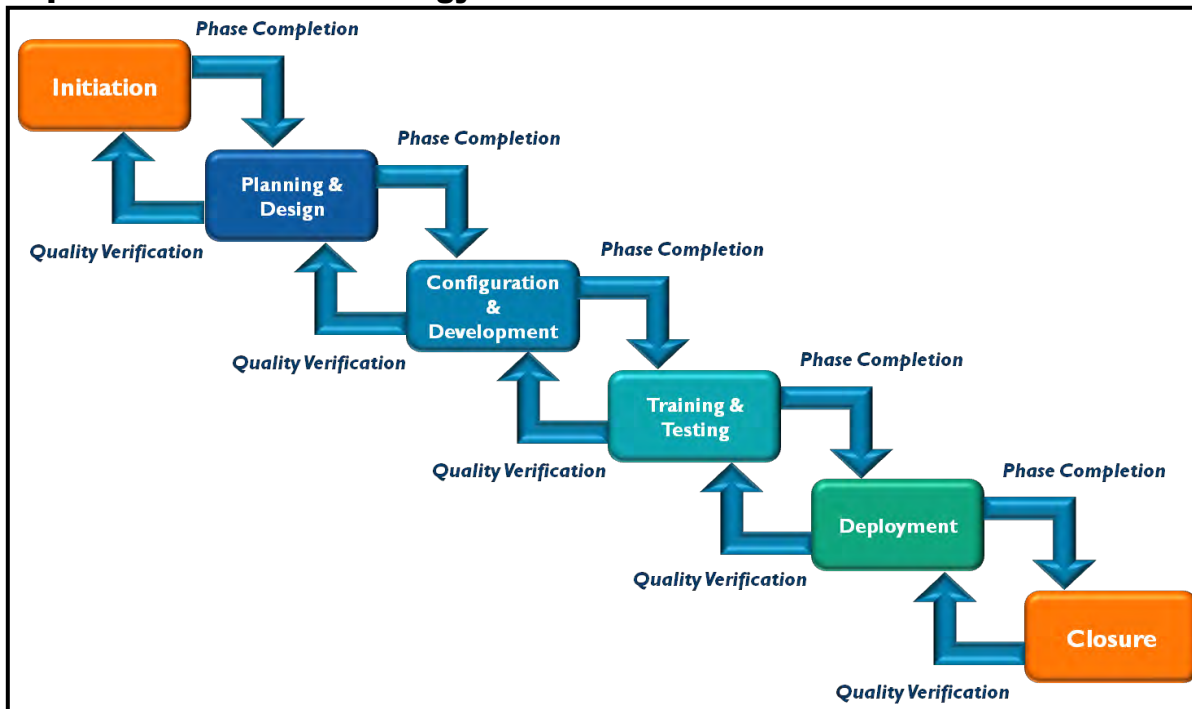
STATEMENT OF WORK – RFP #3650-09 SOFTWARE AND IMPLEMENTATION SERVICES FOR A PARKING CITATION MANAGEMENT SYSTEM FOR THE CITY OF SPOKANE, WASHINGTON

E.2 7B PROVEN METHODOLOGY

Successful project implementation requires careful, thorough planning and methodical execution. Our methodology builds on our proven track record for well-planned and well-executed program transitions, utilizing experienced leaders and resources and applying lessons learned and best practices refined over the past 12 plus years. We feel this approach will help ensure a successful implementation for the City of Spokane and should occur within 90 calendar days from project launch.

Each phase of our structured yet flexible transition approach is outlined in the illustration below.

Implementation Methodology



Duncan offers a time tested and practical Implementation Methodology that has enabled us to implement hundreds of successful projects.

The core of our implementation methodology is comprised of four key phases. Each is discussed below.

Planning & Design—This phase includes implementation start-up activities such as resource assignment, orientation, as well as detailed planning/refinement. In addition, this includes an onsite visit to plan solution processes, gather and validate specific information such as



STATEMENT OF WORK – RFP #3650-09
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR THE
CITY OF SPOKANE, WASHINGTON

equipment installation location details, edit lists, ticket design, ticket entry data flow design, design of notice formats, design of correspondence formats, defining processing rules, clarifying event timing, clarifying various processes, defining reporting requirements, etc. The City will be expected to actively participate in this process including providing detailed program information, collaboratively providing workflow design, supporting report design, making design decisions, marshaling City resources and approving solution design.

As the City certainly knows, planning is the key to successful implementation of any large complex project. Our experienced staff and management team will work closely with the City in the planning phase to ensure that the groundwork is laid for a successful, on-time implementation and a well-designed overall system that will meet the City's program goals and objectives.

Deliverables or outcomes from this phase include:

- Detailed, approved Project Work Plan
- Detailed design documents approved by the City

Configuration & Development—This phase includes obtaining any required hardware/software, configuring system components, crafting notices and correspondence templates, preparing document image work queues, developing any interfaces and required reports, refining the overall transition plan, site preparation, preparing/refining issuance, processing, collection transition procedures, and refining or preparing required user documentation in support of our proposed solution.

- **Data Conversion**—As a part of the Configuration and Development stage, Duncan will facilitate the data conversion process as it related to parking ticket processing solution data. This process will be initiated early and is envisioned to be an ongoing activity throughout the transition. This includes activities such as data source identification, data mapping, controls identification for transition validation, active and historical data cleanup, small test conversion, volume test conversion, conversion validation, and ultimately final conversion. Our underlying assumption is that the City's current vendor, or the City, will be very active in this process to provide files as well as controls for current parking ticket data in a format prescribed by Duncan.
- **Installation**—Also as part of the Configuration and Development stage, Duncan will install and validate required equipment, related hardware, software and other system peripherals where required. This includes handheld equipment, software for system access, etc. Site testing will include such areas as ticket issuance system functionality, wireless



STATEMENT OF WORK – RFP #3650-09
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR THE
CITY OF SPOKANE, WASHINGTON

functionality, hosted processing system access, as well as local and remote access capability for ongoing support.

Deliverables or outcomes from this phase include:

- Updated Project Work Plan
- Small file test data conversion
- Complete file test data conversion
- Conversion process approved by the City
- Handheld emulator with functionality approved for software configuration
- Configured enforcement solution
- Configured processing solution
- Tailored business process procedures and user documentation
- Support procedures
- Handheld solution installed on client site
- Processing system access set up and validated for agreed upon number or named City users

Training & Testing—This phase includes initial training for Duncan personnel to facilitate unit testing of configured software and procedures specifically architected for the City. Initial training will also be provided for key City staff to facilitate system testing which will lead to system acceptance. Additionally, formalized training will be provided for required City end users closer to the planned implementation date. This will help facilitate readiness for day to day operations. Duncan will work closely with the City to devise a training and testing program that will have the most favorable impact for operational readiness.

Testing includes a structured process to validate deliverables in preparation for implementation. This is typically an iterative process involving both City and Duncan personnel for validation of key processes, procedures, system functions and contracted solution deliverables.

- **Unit Testing** - Unit testing is defined as the testing of a specific self-contained unit to ensure compliance with documented requirements, intended purpose, features and functionality. This includes such system components as enforcement, business procedures, data transition, online inquiries and maintenance screens, web services, reporting, automated processes, import/exports, collections, adjudication, boot/tow management, permit management, reporting, etc. This process is generally conducted by Duncan staff.
- **System Acceptance Testing** – System acceptance testing is defined as the testing of features and functions of a complete system, including interfaces, workflow management,



STATEMENT OF WORK – RFP #3650-09
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR THE
CITY OF SPOKANE, WASHINGTON

overall system flow, etc. to ensure compliance with documented requirements and intended purpose, along with committed features and functionality. This includes end-to-end system functionality including business procedures, online screens, reports, automated processes, interfaces, etc. and will result in formal acceptance for final implementation planning. This process is initially conducted by Duncan staff, then by City staff to accept the delivered solution.

Deliverables or outcomes from this phase include:

- Updated Project Work Plan
- Initial training plan prepared and approved
- Trained Duncan personnel where appropriate
- Trained key City personnel assigned for initial testing
- Duncan approved Unit Test
- Duncan approved System Acceptance Test
- City approved System Acceptance Test
- Approval to “go-live”

Deployment—Once System Acceptance Testing has been completed and approved by the City, we will work with the City to agree on the timing of “go-live” implementation, perform the final conversion, conduct an operational readiness assessment, perform final system cut-over and initiate our system support program. The entire Duncan project team will be in an operations alert status both during implementation transition and the first several weeks following system cut-over. This will ensure any unforeseen issues are identified and address as early as possible.

Deliverables or outcomes from this phase include:

- Updated Project Work Plan
- Agreed upon “go-live” date
- Final data conversion
- Production system final configuration and validation
- Approval to cut-over to new system
- Initiation of Duncan ongoing support program

In addition to the phases and activities described above, Duncan provides additional methodology components that govern the **Initiation** phase for the proposal cycle to facilitate solution crafting, risk assessment, estimating, proposal development as well as contract negotiation. Finally, our methodology also includes an implementation **Closure** phase, in which we assess the effectiveness of the implementation for potential process improvement as well as work with the City to define how and when to address items that may have been deferred from the initial implementation process.



STATEMENT OF WORK – RFP #3650-09 SOFTWARE AND IMPLEMENTATION SERVICES FOR A PARKING CITATION MANAGEMENT SYSTEM FOR THE CITY OF SPOKANE, WASHINGTON

KEY ASSUMPTIONS

The following key assumptions were taken into consideration for the development of our Preliminary Implementation Plan outlined in the previous section:

- All items presented as options within the proposal have been excluded from the preliminary implementation plan except where specifically noted
- Qualified and knowledgeable City and IT personnel will be available, openly participate, provide decision, project support and accurate deliverables in a timely and complete manner
- Qualified City personnel will be available, provide decision, project support and deliverables in a timely and complete manner
- The City's other vendors, where applicable, will be available, openly participate, provide decision, project support and accurate deliverables in a timely and complete manner
- The City will provide access to any required facilities and equipment in a timely and complete manner to ensure the planned outcomes of the project
- The City will retain all enforcement related services with the exception of ongoing system administration
- The City will retain all citation processing services with the exception of DMV registered owner information acquisition, late notice generation and mailing, bulk correspondence generation and mailing, as well as ongoing system administration

E.3 7C PROPOSED CHANGES

The Duncan project management team will work closely with the City to examine its current enforcement as well as its citation processing process as part of our planning and design phase. During this effort we will introduce what we have found to be best practices that may be pertinent for City program improvement. Once we have identified those areas for process improvement, the City will be asked for concurrence. At this point, we will design appropriate business process solution enablers to be crafted and implemented during subsequent phases of the transition project.

E.4 7D APPROACH TO RESISTENCE

Most changes, whether they are technical or business process in nature, are met with some degree of resistance along the way. As an industry leader and experienced implementer, Duncan strives to engage key client personnel early and often in the transition process. This include early awareness of planned direction, sharing of design ideas within the scope of the project and decision support where areas of improvement are identified. This approach promotes client acceptance. Additionally, where difficult challenges arise, we engage client management to drive the participation and decision process, as well as be champions for the overall program direction. While these strategies do not cover 100% of transition resistance, we have found them appropriate and effective for our contract implementations.



STATEMENT OF WORK – RFP #3650-09 SOFTWARE AND IMPLEMENTATION SERVICES FOR A PARKING CITATION MANAGEMENT SYSTEM FOR THE CITY OF SPOKANE, WASHINGTON

E.5 7E APPROACH TO CUSTOMIZATIONS

While our solution is highly configurable by design, to support customization Duncan can, initially as well as in an ongoing basis, work with the City to identify areas where we can enhance the City's overall parking enforcement and processing program. Generally, as we identify customization or enhancement opportunities they are marshaled through a structured process of analysis, design, estimating, approval, development, testing, training, implementation, and ongoing support. As indicated in this process, depending on the complexity and impact of an improvement opportunity, each of these steps may involve work effort and cost estimating. In any case, resulting actions will require mutual approval before proceeding. This is a time tested project management life cycle process and is embraced by Duncan to ensure an efficient and effective approach to address future value adding system enhancements.

In the event a change request is generated by the City, appropriate Duncan project team personnel will review the request and respond after analysis with a requirements specification document describing in detail the specific system components to be changed. This document will also contain any outstanding questions or issues to be reviewed with the City. Following mutual agreement on the requested scope, we will provide estimates as well as a schedule for development, implementation, and operational acceptance. When we have received written authorization/approval from the City, Duncan will begin work on the change by a start date identified in the mutually agreed upon implementation schedule.

E.6 7F PROJECT MANAGEMENT SERVICES

As part of program transition, a Duncan seasoned Project Manager will provide the following services to help ensure successful transition to a new parking citation enforcement and citation processing solution:

- Project planning in collaboration with City assigned Project Manager
- Overall project guidance in collaboration with City assigned Project Manager
- Decision support in collaboration with City assigned Project Manager
- Project resource coordination and management in collaboration with City assigned Project Manager
- Issues management in collaboration with City assigned Project Manager
- Project reporting
- Design facilitation
- Configuration and development facilitation
- Training and testing facilitation
- Duncan deliverables review and approval
- Readiness assessment facilitation
- Implementation process facilitation



STATEMENT OF WORK – RFP #3650-09
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR THE
CITY OF SPOKANE, WASHINGTON

E.7 7G QUALITY ASSURANCE

As described earlier, Duncan leverages an implementation team with both parking industry experience as well as comprehensive project management skills. This approach ensures that quality is a key component for the transition process.

For operational quality assurance, the core of our QA process is the concept of continuous process improvement through continuous measurement. Through continuous monitoring, evaluation, and then corrective action/retraining, we ensure that all interactions with the public are performed at optimal service levels.

Our approach to operational quality assurance will comprehensively address the factors that are known to lead to success in any areas where the City decides to transfer operational responsibilities to Duncan. Included in our approach are the following key elements:

Monitoring—In the event the City chooses to have Duncan provide call center services, this would include both qualitative assessments of performance statistics (such as average call time, number of calls taken, complaint reports) as well as a subjective factors such as call monitoring by supervisory personnel

Measurement—Performance statistics are measured against established standards to determine service agent effectiveness and overall quality of service; a more subjective measurement is generally used to measure calls sampled

Outcome Observation—Supervisors and service agents review the results of ongoing service performance and schedule follow-up activities such as retraining if necessary

Duncan is fully committed to delivering the highest level of service and, as such, we take our structured quality assurance process very seriously to help ensure optimum results for our customer’s parking management programs.

Role	Project Responsibilities



STATEMENT OF WORK – RFP #3650-09
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR THE
CITY OF SPOKANE, WASHINGTON

Section F TRAINING

F.1 TRAINING STRATEGY

With the implementation of the new software, training planning, development and delivery is critical to the overall success of the implementation to enable ease of use and user acceptance of the new processes and systems. The following training strategy will be used for the project. For End-User Training, a more detailed training strategy will be outlined in the deliverable Training Plan Creation.

PROJECT TEAM TRAINING

Customized, comprehensive training on the proposed equipment and systems leave City staff confident and able to effectively used these innovative tools to their advantage.

No matter how many bells and whistles system has, advanced features will do nothing if users do not know how to them. That’s why Duncan has designed comprehensive training plan to introduce staff to their new system and minimizing frustrations and maintaining operational efficiency throughout the ‘learning curve’.

Each training plan is custom-fit to meet needs of our clients. In addition to providing an extensive training on the as a whole, we will work with the City identify those system resources that are relevant to the parking program for attention.

In addition, Duncan can make the selected handheld devices available early in the transition process to test, validate and accept the configured capabilities of our proposed solution. If awarded, details this pre-implementation product delivery can be discussed during the negotiation and implementation process.

Highlights

- On-site, hands-on training modules introduce users to the equipment and programs using a variety of instructional methods
- Best practices are demonstrated by using real-life situations to help instruct staff members
- Training modules focus on various positions within the organization, training people on the information they need to effectively do their job

a
access
a
tools,
the
system
to
most
special

F.2 8A OVERVIEW OF TRAINING PLAN

Duncan will provide comprehensive enforcement solution training program that will be geared toward enforcement officers responsible for ticket issuance and supervisors responsible for enforcement



STATEMENT OF WORK – RFP #3650-09
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR THE
CITY OF SPOKANE, WASHINGTON

management. We assume the City will identify selected personnel who have functional knowledge for on-street enforcement and back office operations for the enforcement function. These personnel will initially help make decisions as we configure and customize solution components to meet the unique requirements of the City. They will be the first recipients of knowledge transfer for the resulting solution areas and act as “go-to” resources for the City for its day to day enforcement and supporting operations staff.

Duncan will leverage its existing training materials to introduce initial solution concepts and capabilities of our enforcement solution, then, work with the City’s assigned Project Manager to reshape and finalize training curriculum and content for enforcement and support operations staff training sessions.

The basis for training will be the enforcement features, functions and procedures to be used by the City after program implementation. Duncan will initially provide a training environment that will mirror the final production environment once all configuration and customization has been completed for the City.

F.3 8B STAFF ROLES

We assume the City will be responsible for providing classroom access to facilitate citation issuance system training. Further, we assume purchased and properly configured City provided handhelds will be used for ticket issuance training for applicable enforcement officers. A Duncan provided local host workstation will be used for training on our back office ticket issuance management system (AutoISSUE), if the City elects to use AutoISSUE.

F.4 8C CLASS DESCRIPTIONS

Preliminary Enforcement Solution Training Plan		
Key Activities	Description / Key Outcomes	Considerations
Solution Overview	For management and other key personnel and will include but not be limited to overall solution capabilities, operational responsibilities and ongoing support strategy.	Anticipated Duration: 2 hours Number of Sessions: 1 Attendees: City management discretion based on facilities
Enforcement Officer Training	Includes enforcement software features and functions and is conducted using the City’s handheld device(s) enabled with our AutoISSUE software.	Anticipated Duration- 2-4 hours Number of Sessions- 1-2 for key “go to” personnel; [2-4 for end users]



STATEMENT OF WORK – RFP #3650-09
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR THE
CITY OF SPOKANE, WASHINGTON

Preliminary Enforcement Solution Training Plan		
Key Activities	Description / Key Outcomes	Considerations
	<p>These workshops typically include a review of features the City will use such as citation issuance, time limit marking, scofflaw management, digital photo taking, voice recording, special enforcement situations, and the like.</p>	<p>Attendees-Anyone responsible for on-street electronic enforcement</p>
<p>Back Officer Enforcement Training</p>	<p>Includes a general review of the ticket issuance management system features and functions.</p> <p>This workshop will be conducted at an AutoISSUE enabled workstation for selected personnel and includes a review of features such as citation downloads, uploads and available reporting.</p>	<p>Anticipated Duration-1-2 hours</p> <p>Number of Sessions-1-2 for enforcement supervisory personnel</p> <p>Attendees-Back officer enforcement management staff</p>
<p>AutoPROCESS General Training</p>	<p>Includes system access, security, basic inquiries, maintenance, and standard management reporting capabilities conducted using our development/training system.</p> <p>These workshops will include a review and practice for those screens, features, functions, and procedures to be used by the City.</p>	<p>Anticipated Duration: 3-4 hours</p> <p>Number of Sessions: 1 for key “go to” personnel; [1-2 for end users]</p> <p>Attendees: Appropriate City staff</p>
<p>AutoPROCESS Specialty Training</p>	<p>As required, such as using the Management Dashboard, administrative reviews, hearings, setting up Fleet accounts, Boot/Tow management, permit management, etc.</p> <p>These workshops typically cover a review of appropriate screens and procedures to be used by appropriate</p>	<p>Anticipated Duration: 2-4 hours</p> <p>Number of Sessions: 1-2 for key “go to” personnel; [2-3 for end users]</p> <p>Attendees: Appropriate City staff</p>



**STATEMENT OF WORK – RFP #3650-09
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR THE
CITY OF SPOKANE, WASHINGTON**

Preliminary Enforcement Solution Training Plan

Key Activities	Description / Key Outcomes	Considerations
	City personnel/agencies where applicable. The final number of end user training workshops will be determined based upon the specific operational functions retained by the City.	

F.5 8D ONGOING TRAINING OPTIONS

After initial implementation, the Duncan Team will work with the City to identify additional training requirements and mutually agree on an appropriate fulfillment strategy and plan. Ongoing in-service training may be conducted through on-site classroom training, general telephone support or WebEx type training based on mutual agreement.

F.6 8E SYSTEM TRAINING TOOLS

As part of the training process, Duncan provides comprehensive training manuals both electronically and in hard copy. This extensive documentation describes all system modules and their usage, along with narrative and screen shots. It is often used as a reference guide. Duncan also provides shorter, customized procedure manuals upon request that provide instruction on how to accomplish a very specific task with the specific ticket processing screens and data values needed to accomplish a procedure. These procedure manuals are most often used to train new staff on step-by-step procedures.

TECHNICAL TRAINING

Please see detail above.

END USER TRAINING

Please see detail above.



STATEMENT OF WORK – RFP #3650-09
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR THE
CITY OF SPOKANE, WASHINGTON

Section G POST GO-LIVE SUPPORT

G.1 OVERVIEW OF POST GO-LIVE SUPPORT

Duncan leverages an implementation team with both parking industry experience as well as comprehensive project management skills. This approach ensures that quality is a key component for the transition process.

For operational quality assurance, the core of our QA process is the concept of continuous process improvement through continuous measurement. Through continuous monitoring, evaluation, and then corrective action/retraining, we ensure that all interactions with the public are performed at optimal service levels.

Our approach to operational quality assurance will comprehensively address the factors that are known to lead to success in any areas where the City decides to transfer operational responsibilities to Duncan. Included in our approach are the following key elements:

Monitoring—In the event the City chooses to have Duncan provide call center services, this would include both qualitative assessments of performance statistics (such as average call time, number of calls taken, complaint reports) as well as a subjective factors such as call monitoring by supervisory personnel

Measurement—Performance statistics are measured against established standards to determine service agent effectiveness and overall quality of service; a more subjective measurement is generally used to measure calls sampled

Outcome Observation—Supervisors and service agents review the results of ongoing service performance and schedule follow-up activities such as retraining if necessary

Duncan is fully committed to delivering the highest level of service and, as such, we take our structured quality assurance process very seriously to help ensure optimum results for our customer's parking management programs.

G.2 SERVICE LEVEL AGREEMENTS

N/A



STATEMENT OF WORK – RFP #3650-09
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR THE
CITY OF SPOKANE, WASHINGTON

Section H COST

H.1 CONTRACT AMOUNT

The contractual amounts, pricing sheet for products and services as well as the payment schedule are defined in the Goods and Services Agreement. Please refer to that document as the document of record for all pricing related questions.

H.2 PRICING SHEET

PRICING SHEET DETAIL:

The contractual amounts, pricing sheet for products and services as well as the payment schedule are defined in the Goods and Services Agreement. Please refer to that document as the document of record for all pricing related questions.

H.3 PAYMENT SCHEDULE (DELIVERABLE BASED)

The contractual amounts, pricing sheet for products and services as well as the payment schedule are defined in the Goods and Services Agreement. Please refer to that document as the document of record for all pricing related questions.

DRAFT



STATEMENT OF WORK – RFP #3650-09
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR THE
CITY OF SPOKANE, WASHINGTON

Section I ATTACHMENTS

I.1 FUNCTIONAL REQUIREMENTS

See attached 3895-12 Final Exhibit_F_Functional Requirements spreadsheet. All requirements will be met by Duncan, except for those that have been crossed out in red.



**STATEMENT OF WORK – RFP #3650-09
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR THE
CITY OF SPOKANE, WASHINGTON**

Section J APPROVALS

The terms and conditions of this SOW, including all rates and pricing provisions, shall not be binding on Duncan unless this SOW is signed by Duncan and the City of Spokane.

IN WITNESS WHEREOF, the parties have executed this SOW on the date or dates indicated below.

BY:

BY:

Duncan, Inc.

City of Spokane

Name

Name

Title

Title

Date

Date



**STATEMENT OF WORK – RFP #3650-09
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR THE
CITY OF SPOKANE, WASHINGTON**

Section K APPENDICES

K.1 APPENDIX B- SAMPLE: DELIVERABLE/SERVICE ACCEPTANCE FORM

Deliverable/Service Acceptance Form

Client:	Project:
Deliverable/Service:	
Completion Date:	Value of Deliverable/Service
Resolution & Approvals:	
<p>CLIENT:</p> <p><input type="checkbox"/> Accept</p> <p><input type="checkbox"/> Reject for Cause</p>	
Reason for Rejection, if Applicable:	
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
Remarks:	
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<p>By signing this form Client acknowledges that Duncan has met the mutually agreed upon acceptance criteria and that this form and any associated work products by the terms of the Agreement becomes part of the SOW.</p>	
Signature:	_____
Name/Title:	_____
Date:	_____
Duncan:	
Signature:	_____
Name/Title:	_____
Date:	_____



**STATEMENT OF WORK – RFP #3650-09
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR THE
CITY OF SPOKANE, WASHINGTON**

K.2 APPENDIX D- CHANGE REQUEST FORM

Change Request Form

Client: Date Requested: Requested by:	Project: Change Control #: Requested Priority:
Description of Change:	
Reason for Change:	
Change Request Analysis (by Duncan):	
Conducted by: _____ Schedule Impact (days): _____ Budget Impact (\$): _____ Impact on Project (Scope, Quality, Critical Path): _____ Time to complete analysis: _____ Hours: _____ Date Completed: _____	
Recommendation:	
Resolution & Approvals:	
CLIENT: <input type="checkbox"/> Approved <input type="checkbox"/> Rejected <input type="checkbox"/> On Hold Signature: _____ Name/Title: _____ Date: _____	DUNCAN: <input type="checkbox"/> Approved <input type="checkbox"/> Rejected <input type="checkbox"/> On Hold Signature: _____ Name/Title: _____ Date: _____
Reason for Rejection, if Applicable: _____	



**STATEMENT OF WORK – RFP #3650-09
SOFTWARE AND IMPLEMENTATION SERVICES FOR A
PARKING CITATION MANAGEMENT SYSTEM FOR THE
CITY OF SPOKANE, WASHINGTON**

K.3 APPENDIX F- PROJECT GANTT CHART

Sample Project Gantt Chart is to be validated and revised if need be during the Project Charter.

ORDINANCE NO C34998

An ordinance amending Ordinance No. C-34947, passed the City Council December 10, 2012, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2013, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2013, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2013 budget Ordinance No. C-34947, as above entitled, and which passed the City Council December 10, 2012, it is necessary to make changes in the appropriations of the Parking Fund, changes which could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Parking Fund and the budget annexed thereto with reference to the Parking Fund, the following changes be made:

FROM:

1460-99999-99999-28810 Parking Fund	
Unappropriated Reserves	<u>\$1,225,000</u>
5310-99999-99999 Capital Replacement	<u>\$ 255,460</u>

TO:

1460-21200 Parking Fund	
42650-54201 Contractual Services	<u>\$1,185,453</u>
5310-73100-94000-56403	
MIS Capitalized Software	<u>\$ 118,918</u>
5300-73300-18850-54820	
MIS Software Maintenance	<u>\$ 27,480</u>
5310-73100-94000-56409	
MIS Computer/Mico Eq	<u>\$ 143,391</u>
5300-73300-18850-54804	
MIS Hardware Maintenance	<u>\$ 5,218</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to complete the acquisition of new parking citation and management software, single space parking meters, and vehicle sensors, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form:

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
07/08/2013

Date Rec'd	6/26/2013
Clerk's File #	OPR 2013-0505
Renews #	
Cross Ref #	C35003/RES 13-52
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	ART NICHOLS 625-7080
Contact E-Mail	ANICHOLS@SPOKANEFIRE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0440-ACCEPTANCE OF HOMELAND SECURITY GRANT

Agenda Wording

Acceptance of grant from Federal Emergency Management Agency FY 2012 Assistance to Firefighters Grant Program. Funds have been awarded to replace obsolete Knox boxes on apparatus fleet.

Summary (Background)

The Federal Emergency Management Agency has approved a grant to the Spokane Fire Division through the FY 2012 Assistance to Firefighter grant program. The approved cost amounts to \$62,819. The Federal Share is 80%-\$50,256, the Fire Division share will be 20%-\$12,563. The grant is to replace equipment no longer supported by manufacturer. These updated Knox boxes will provide better security for business master keys, which will provide quicker access to buildings in emergency situations.

Fiscal Impact

Expense	\$ 50,256
Expense	\$ 12,563
Revenue	\$ 50,256
Select	\$

Budget Account

#	3130-93520-22200-53502
#	3130-49201-22200-53502
#	3130-93520-99999-33197
#	

Approvals

<u>Dept Head</u>	WILLIAMS, BOBBY
<u>Division Director</u>	WILLIAMS, BOBBY
<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 5/20/13
<u>Other</u>	

Additional Approvals

<u>Purchasing</u>		anichols

Entire Application

Preparer Information

	Preparer Information
Prefix or Title	Mr.
*First Name	Arthur
Middle Initial	M
*Last Name	Nichols
Organization Name	Spokane Fire Department
*Address 1	44 W. Riverside
*City	Spokane
*State	Washington
*Zip	99201 -
*Primary Phone	509-625-7080 Ext. Type work
*Secondary Phone	509-535-0807 Ext. Type home
Optional Phone	509-435-7080 Ext. Type cell
*Email	anichols@spokanefire.org

* Is there a grant-writing fee associated with the preparation of this request? No

If you answered yes above, what is the fee? \$

*** Are you the person to be contacted on matters involving this application? Yes**

If no, please specify who should be contacted: Primary Contact

Contact Information

Primary Contact Information

* Title Division Chief
Prefix Mr.
* First Name Arthur
Middle Initial M
* Last Name Nichols
* Primary Phone 509-625-7080 Ext. Type work
* Secondary Phone 509-535-0807 Ext. Type home
Optional Phone 509-435-7080 Ext. Type cell
Fax
* Email anichols@spokanefire.org

Alternate Contact Information

* Title Chief
Prefix Mr.
* First Name Robert
Middle Initial S
* Last Name Williams
* Primary Phone 509-625-7001 Ext. Type work
* Secondary Phone 509-535-8284 Ext. Type home
Optional Phone 509-435-7001 Ext. Type cell
Fax 509-625-7039
* Email bwilliams@spokanefire.org

Applicant Information

EMW-2012-FP-01278

Originally submitted on 01/18/2013 by Art Nichols (Userid: mcharter)

Contact Information:

Address: 44 W. Riverside

City: Spokane

State: Washington

Zip: 99201

Day Phone: 5096257080

Evening Phone: 5095350807

Cell Phone: 5094357080

Email: amsnichols@hotmail.com

Application number is EMW-2012-FP-01278

* Organization Name	Spokane Fire Department
* Type of Applicant	Fire Department
If other, please enter the type of Applicant	
* Are you a Fire Department?	<input checked="" type="radio"/> Yes <input type="radio"/> No
* What kind of organization do you represent?	All Paid/Career
If you answered combination, above, what is the percentage of career members in your organization?	
* Are you a non-fire based EMS?	No
* Type of community served?	Urban
* Employer Identification Number	91-6001280
* What is your Organization's DUNS Number? (call 1-866-705-5711 to get a DUNS number)	808637920
* Have you registered with the System for Award Management (SAM)?	Yes

* Please describe your organization and/or community that you serve

The City of Spokane Fire Department (SFD) is a full service Fire and Advance Life Support (Paramedic) organization providing fire suppression services and EMS first response, Paramedic-level patient care with 285 uniformed personnel operating from 15 Fire Stations. We are the second largest city in Washington State and the largest city between Seattle and Minneapolis. Our region has a radius of about 250 miles with a population of approximately 700,000. We have mutual aid agreements with all of the other 17 (other agencies in the County) fire agencies in Spokane County through individual agreements. We also have response agreements with Washington State through a State Fire Mobilization Act and the Department of Natural Resources for state protected lands. SFD is also dispatched to incidents to assist within our region, state and nationally. Spokane is home to the Eastern Washington's largest CBRNE (chemical, biological, radiological, nuclear or explosive)

Response Team Additionally, SFD has a Confined Space Rescue Team, High Angle Rescue Team and a Regional Urban Search and Rescue Team.

* What is the permanent resident population of your Primary/First-Due Response Area or jurisdiction served?

208000

Note: If you are **not** a fire department or EMS organization, you may enter a zero.

* In the space provided below, please provide a brief synopsis of the proposed project and then identify the specific goals and objectives of your project(s):

We are requesting assistance in replacing our out of date- no longer supported Knox Sentralock boxes on our apparatus. These are on their last days and we have piece mealed them together to keep what units we have in service. We need to begin replacing these now. We need to stay with the same manufacturer as that is the system the city is keyed to, but will go with their newest style which is controlled by entering a unique pin number instead of requiring a signal from fire dispatch via the encoder (which we are unsure will work with the new 800 mhz/ narrow band system we will be implementing in the fall of 2013). This not only provides more reliability in key release, but ensures better security and auditing for these "keys to the city" as each user will have his/her own unique number. Secondly the latest version allows updating, downloading, etc. via wifi instead of the need to "touch" each unit to add or delete new users and for audit trail purposes. The new system will allow a seamless passing of information as often as we wish and will report when a vehicle has not been uploaded and continue to try until that vehicle finally is by entering into a wifi or hot zone that we control. This will also aid in reporting just how many times a year these keys are needed for future evaluation purposes.

* Please describe your organization's need for Federal financial assistance.

Spokane County has one of the highest poverty levels in the state. Being located on the eastern side of Washington State, Spokane does not enjoy the usual prosperity that the west side (Seattle metro area) jurisdictions normally experience. The SFD has a current budget of about 45.3 million dollars derived from the general fund, an EMS Levy and Communications Center allocations. Approximately 84% of this funding is associated with wages and benefits for our employees. \$8 million of the budget is dedicated towards our EMS system delivery system. The remainder is spent on maintaining our apparatus fleet, 21 facilities, multiple divisions (operations, training, prevention, dispatch, maintenance, tech rescue, Haz Mat, USAR) each with their own maintenance, and training requirements. Supplies, fuel, electricity, natural gas, recruiting, providing turnout gear and other minor equipment for all of the above, pretty much devours the balance of our budget. Virtually our entire budget is spent annually, with minimal funds being returned to the General Fund. Besides the economic downturn felt across America, Spokane continues to feel the effects of a citizen's initiative carried out at the state level that reduced over \$4 million dollars annually from the City of Spokane's budget. A majority of this revenue was dedicated to public safety resulting in a direct budget reduction to the SFD of over \$800,000. The SFD was forced to make these reductions through personnel and Maintenance and Operations (M&O) cuts. A second statewide citizen's initiative was passed, restricting increases in property taxes to 1% without a vote of the people. This action has kept revenues down thus not allowing the SFD to keep up with inflation. Since property values are decreasing and revenues have been limited, we have not been able to increase our budget for equipment and capital expenditures which minimizes our ability to fund equipment replacement and expansion. The accrued result of these initiatives and increased costs related expenses led to the elimination of 48 positions in the Spokane Fire Department in 2004 with layoffs of 29 personnel. In 2012 the City had a \$12 million shortfall that resulted in an over \$850,000 reduction to the FD budget. This year the City faced another gap of about \$10 million resulting in a no growth budget for the City. This time we had an actual budget reduction of over \$800,000 from 2012 but had to make up over \$1.3 million from what growth would have been. This forced us to lose another 21 uniformed positions (all but one being firefighters) but fortunately we did not have layoffs this time with retirement incentives and attrition. All of these issues have a part in why this project cannot be funded. We can ask the Mayor for funding this and many other programs, but with the future outlook, we know we must live within our existing budget and since we do not have a budget line item for these requests our department will not have the dollars to initiate this program or purchase any equipment through normal tax funds without assistance from the FP&S and AFG.

Headquarters Physical Address

* Physical Address 1 44 W. Riverside
 Physical Address 2
 * City Spokane

* Zip Washington
 99201 - 0114
 Mailing Address
 * Mailing Address1 44 W. Riverside
 Mailing Address2
 * City Spokane
 * State Washington
 * Zip 99201 - 0114
 Account information
 * Type of bank account Checking
 * Bank routing number - [9 digit](#) number on the bottom
 left hand corner of your check 125000105
 *Your account number 153595286060
 Additional Information
 * This fiscal year, are you receiving Federal funding
 from any other grant program for the same purpose
 for which you are applying for this grant? No
 * This fiscal year, are you receiving Federal funding
 from any other grant program regardless of purpose? No
 * Is the applicant [delinquent on any federal debt?](#) No

If you answered yes to any of the additional questions above, please provide an explanation in the space provided below:

Request Information

* 1. Select one of the choices listed below. You can apply for a maximum of 3 projects within an activity.
(If you modify your selection, you will lose data entered under the original activity.)

Program Name

Fire Prevention and Safety

Request Details Summary

The number of projects and cost for the activity **Fire Prevention and Safety** are listed in the table below.

Activity	Number of Projects	Total Cost
Fire Prevention and Safety	1	\$ 62,819

Fire Prevention And Safety Projects

To review other sections of your application, select the appropriate section from the pull-down menu above and then press the Go button. You may [edit this application](#) if you want to correct a mistake. **After you have reviewed all the sections and are satisfied with the information, please click on the Submit Application link on the left to complete your submission.**

Note: Fields marked with an * is required.

Fire Prevention and Safety

General Education/Awareness Project

Action

General Education/Awareness - Capabilities Information

[View Details](#)

Project

Action

General Education/Awareness-General Prevention/Awareness

[View Details](#)

Item	Number of units	Cost per unit	Total Cost	Action
Software for communicating with all boxes	1	\$ 225	\$ 225	View Details
Sales tax	1	\$ 5,314	\$ 5,314	View Details
KeySecure 4 boxes	64	\$ 895	\$ 57,280	View Details
Total Cost			\$ 62,819	

General Education/Awareness Project(s)

View Project

General Education/Awareness Project Information

*1. Project General Prevention/Awareness

*If you selected other, above, please specify

*2. Who is the target audience for the planned project? All buildings with lock boxes in Spokane

*3. What is your estimated size of the target audience? 1000

*4. How was this target audience determined? Informal Assessment

If none of the above, briefly describe the method used to determine target audience

***5. In the space provided below, please explain your experience and ability in developing and conducting (i.e., timely and satisfactory project completion) past fire prevention and safety projects. Additionally, please demonstrate the experience and expertise you have in managing the type of project you are proposing:**

Simply put I've been doing my job for thirty years. I manage all of our facilities, apparatus and equipment for our department and we have our own staff to install the new equipment. We have successfully completed several fire prevention and safety projects and a half dozen AFG operations programs so do have the experience to accomplish the goal of this grant request.

6. The narrative portion of the application should contain supporting information that allows for evaluation of this project. If you are applying for a grant in the Fire Prevention and Safety Activity, your Narrative Statement must address the evaluation elements as outlined in the FY2012 Program Guidance. ().

Keep in mind that the evaluation of your application will also be based on a clear understanding of your proposal, your ability to meet the objectives of the program, and your probability of successfully delivering your project to the population targeted. You need to fully explain how the funds will be used to accomplish the goals of your project. To that end, be sure to include descriptions/justification for all budgeted items - items not justified may be disallowed.

Your narrative is broken out into 6 separate sections. Each section will address each of the criteria which your application will be evaluated and scored. Due to the built in "time-out" feature, we recommend you create the narrative text in your word processing system and then copy it into the spaces provided below. Images, attachments, and special characters of formatting (i.e.: quote marks, bold print, bullet points, symbols, etc.) are not allowed.

***6a. Vulnerability Statement : What is the vulnerability in your community that you have identified? What statistics correspond with and support your project and target audience? Please describe the steps which were taken to determine the vulnerability and target audience and describe the methodology for determining all of the above.**

Utilizing our 2012 annual reports for an informal risk assessment the Fire Department responded to 275 structural fires and 1445 false alarms to buildings and apartment complexes and residences with an overall property loss in excess of 4 million dollars in 2012. The City of Spokane has well over 1000 businesses and apartment buildings that have lockboxes on their exterior for firefighter access to these buildings for emergency. Additionally the new code requires business owners with elevators to provide a lock box at each elevator bank for emergency access. We have been utilizing lockboxes for well over 25 years and though we do not have an ordinance requiring existing business owners to place a box outside their business, we do for new construction and whenever sprinkler systems are being installed. Many prior owners have chosen to install them regardless in order to speed access to their building during an emergency and lessen the damages that may occur if they don't have one and we have to make access by breaking windows or taking out a door--which may leave the building unsecure and require a night watchman through the night until repairs can be made. Simply put a reliable lock box system provides rapid access to business in order to quickly mitigate incidents without causing unnecessary forcible entry damage.

Our problem is that our current systems for securing the master keys in all of our vehicles are old and unreliable. The manufacturer no longer supports these units, which leaves us to cannibalize other units to keep them in service. We have had countless instances where firefighters had not been able to retrieve their key to unlock the business because of error issues with these units, forcing them to use other means to gain access or delay access in some cases while waiting for other units to respond with their key. Consequently we are very concerned with this issue as well as sometimes the crews will remove the key from the device and not reinstall it because they have had so many issues with retrieving their keys and until they can be scheduled in for repairs, they will leave the key somewhere else in the cab. We have had thefts from our vehicles while parked at scenes or stores and God help us when someone gets' his hand on the master keys (keys to the city) and starts using them. We will be responsible to rekey all of the current 1000 plus boxes out there to the tune of \$100,000 minimum. We have been very fortunate not to have experienced this-yet

***6b. Implementation Plan: Provide details on the implementation plan which discusses the proposed project's goals and objectives. What are the methods and specific steps that will be used to achieve the goals and objectives? If applicable, what examples can you provide of marketing efforts to promote the project? Who will deliver the project and what partnerships may be involved? How will the materials or deliverables be distributed?**

The new boxes will be installed as fast as we can receive them and get them into the trucks. Probably in less than two to three weeks. Prior to boxes being delivered we will provide individual personal identification numbers (PIN) to each employee with explicit instructions that these numbers are not to be shared with others as when a audit is performed and their number shows up, they will be held accountable regardless. With the newer system we can upload, download data wirelessly from one location and save having to "touch" each unit for this purpose. Prior to shipping these units will come preprogrammed with these number so that they will be able to be utilized immediately once installed.

***6c. Evaluation Plan: Will the proposed project be periodically evaluated for its impact on the community? If yes, describe the methodology and steps you plan to take in order to conduct the evaluation.**

We believe we will be able to obtain data from the fire reports showing faster mitigation, reduced damages to business due to forcible entry from our own crews and compare these with previous year's reports. We will also be able to conduct audit from all of the boxes to determine exactly when the keys were released and correlate with run reports to determine why they were being used and how soon the key was returned to the device. Most importantly we should be able to see key release failures (which I anticipate we will not have any) and be able to review the new unit's effectiveness in providing a faster, more reliable key capture/release system.

***6d. Cost Benefit: Does your project demonstrate a high benefit for the cost incurred? Are the costs associated with the project are reasonable for the target audience that will be reached? If so, demonstrate the above in addition to the cost benefits and how you plan to maximize the level of funding that goes directly into the delivery of the project.**

The cost by staying with our current failing boxes are non-supported by the manufacturer and their continued use will delay entry into the business which could extend fire damages well in excess of the cost for the entire project. You could also look at the individual cost associated with forcible entry in the damages to the plate glass door or windows and further cost will be incurred by the owner who will need to hire security until more permanent repairs can be made after a forcible entry due to not being able to retrieve the master key due to continual system failures of these units. When you look at approximately 1700 calls annually that involves entry into business for alarms and/or fires, at a conservative cost of \$200 you could end up with well above the cost of the entire grant request. Additionally there may be a large cost for business owners when we can't get out key to gain access to elevators for rescue; the damages from this are considerable. The largest potential direct cost to the department is if we lose a master key and someone else finds it or steals it from the truck and starts making illegal entries into business. The Department is liable to rekey all of these buildings. With over 1000 current building with lock boxes, that would come in at a minimum of \$100,000 to rekey. So you can see the cost/benefit to provide a more reliable/secure with improved accountability far outweighs the cost of this program.

***6e. Sustainability: Is it your organizations intent to deliver this program after the grant performance period? If so, how will the overall activity be sustained and what are the long-term benefits? Examples of sustainable projects can be illustrated through the long-term benefits derived from the delivery of the project, the presence of non-federal partners likely to continue the effort, or the demonstrated long-term commitment of the applicant.**

SFD will continue to maintain the new units and keep users list up to date to ensure accountability. We anticipate that the enhanced reliability of the new boxes will reduce cost to business owners and the system reports will provide great data for future evaluations of lock boxes usage. We will continue to inspect the boxes to ensure

they have the correct keys to the building as many of times business change locks or owners and forget to update the keys in these boxes. We will continue to look into utilizing lock boxes for residents as well as other untouched areas to benefit both the citizens and the firefighters.

6f. Additional Comments: If you have any additional comments about your project, please provide them here.

We are requesting your assistance as without your support we will not be able to replace these key capturing boxes and will continue down the path of higher risk and damages. So thank you for taking time from your busy schedules to review ours request.

Budget Item

*Item Software for communicating with all boxes

*Select Object Class Equipment

If you selected other above, please specify

* Number of units 1 (Whole number only)

* Cost per unit \$ 225 (Whole dollar amounts only)

* Description

The space to the right should be used to provide further clarification and details on the costs (i.e. personnel costs: number of hours/rate/staff; meeting costs: number of meetings/days/attendees; travel costs, etc.) and types of items that you are requesting. Budget justification should be included in the project narrative.

This is the required software to communicate/upload/download to each box in the system. System will continue to send out updates until each box has been updated as there are times when units may not be at a location to receive these updates but eventually will.

Budget Item

*Item Sales tax

*Select Object Class Other

If you selected other above, please specify Washington state Sales tax

* Number of units 1 (Whole number only)

* Cost per unit \$ 5314 (Whole dollar amounts only)

* Description

The space to the right should be used to provide further clarification and details on the costs (i.e. personnel costs: number of hours/rate/staff; meeting costs: number of meetings/days/attendees; travel costs, etc.) and types of items that you are requesting. Budget justification should be included in the project narrative.

Washington State is one of the few in the country that requires Fire Departments to pay sales tax on all items. Therefore we must identify this additional expense above the typical cost of the Keysecure box.

Budget Item

*Item KeySecure 4 boxes

*Select Object Class Equipment

If you selected other above, please specify

* Number of units 64 (Whole number only)

* Cost per unit \$ 895 (Whole dollar amounts only)

* Description

The space to the right should be used to provide further clarification and details on the costs (i.e. personnel costs: number of hours/rate/staff; meeting costs: number of meetings/days/attendees; travel costs, etc.) and types of items that you are requesting. Budget justification should be included in

These will replace our existing obsolete units that are no longer supported by the manufacturer. These will have wifi capabilities which will aid in updating and removing employees as time goes on without needing to visit each box. This will also provide us better security in monitoring their usage.

the project narrative.

Research And Development Projects

Budget

Budget Object Class

Budget Amount

Personnel	0
Benefits	0
Travel	0
Equipment	57,505
Supplies	0
Contractual	0
Construction	0
Other	5,314
Indirect Charges	0

Indirect Cost Details (complete this section only if you have a Federally approved Indirect Cost Rate agreement). Please note you must add the Indirect Costs as a line item within the Request Details section as they are not automatically calculated.

Agency Indirect Cost Agreement with

Indirect Cost Rate %

Agreement Summary

Total Federal and Applicant Share

Federal Share	\$ 50,256
Applicant Share	\$ 12,563
Federal Rate Sharing (%)	80/20

* Non-Federal Resources *(The combined Non-Federal Resources must equal the Applicant Share of \$ 12,563)*

a. Applicant	\$ 12,563
b. State	\$ 0
c. Local	\$ 0
d. Other Sources	\$ 0

If you entered a value in Other Sources other than zero (0), include your explanation below. You can use this space to provide information on the project, cost share match, or if you have an indirect cost agreement with a federal agency.

Total Budget \$ 62,819

Narrative Statement

The narrative for Fire Prevention and Safety is provided when adding Fire Prevention and Safety Projects under the **Request Details** section.

Assurances and Certifications

FEMA Form SF 424B

You must read and sign these assurances. These documents contain the Federal requirements attached to all Federal grants including the right of the Federal government to review the grant activity. You should read over the documents to become aware of the requirements. The Assurances and Certifications must be read, signed, and submitted as a part of the application.

Note: Fields marked with an * are required.

O.M.B Control Number 4040-0007

Assurances Non-Construction Programs

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, 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 or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. 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. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 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) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or

financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply 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).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed 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."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signed by **Arthur M Nichols** on **01/15/2013**

Form 20-16C**You must read and sign these assurances.**

Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements.

Note: Fields marked with an * are required.

O.M.B Control Number 1660-0025

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 44 CFR Part 17, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Homeland Security (DHS) determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons (entering) into a grant or cooperative agreement over \$100,000, as defined at 44CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal amendment or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and sub contract(s)) and that all sub recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A, the applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity

(Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees other than individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.620:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantees policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable DHS awarding office, i.e. regional office or DHS office.

(f) Taking one of the following actions, against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

Street

City

State

Zip

Action

If your place of performance is different from the physical address provided by you in the Applicant Information, press *Add Place of Performance* button above to ensure that the correct place of performance has been specified. You can add multiple addresses by repeating this process multiple times.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for DHS funding. States and State agencies may elect to use a Statewide certification.

Signed by **Arthur M Nichols** on **01/15/2013**

FEMA Standard Form LLL

Only complete if applying for a grant for more than \$100,000 and have lobbying activities. See Form 20-16C for lobbying activities definition.

Submit Application

Application 100% complete, Submitted

Please click on any of the following links to visit a particular section of your application. Once all areas of your application are complete, you may submit your application.

Application Area	Status
Preparer Information	Complete
Contact Information	Complete
Applicant Information	Complete
Request Information	Complete
Request Details	Complete
Budget	Complete
Narrative Statement	Complete
Assurances and Certifications	Complete

PLEASE READ THE FOLLOWING STATEMENTS BEFORE YOU SUBMIT.

- YOU WILL NOT BE ALLOWED TO EDIT THIS APPLICATION ONCE IT HAS BEEN SUBMITTED. If you are not yet ready to submit this application, save it, and log out until you feel that you have no more changes.
- When you submit this application, you, as an authorized representative of the organization applying for this grant, are certifying that the following statements are true:

To the best of my knowledge and belief, all data submitted in this application are true and correct.

This application has been duly authorized by the governing body of the applicant and the applicant will comply to the Assurances and Certifications if assistance is awarded.

To sign your application, check the box below and enter your password in the space provided. To submit your application, click the Submit Application button below to officially submit your application to FEMA.

Note: The primary contact will be responsible for signing and submitting the application. Fields marked with an * are required.

I, Arthur M Nichols, am hereby providing my signature for this application as of 18-Jan-2013.



Agenda Sheet for City Council Meeting of:
07/08/2013

Date Rec'd	6/26/2013
Clerk's File #	OPR 2013-0506
Renews #	
Cross Ref #	ORD C35004
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	ART NICHOLS 625-7080
Contact E-Mail	ANICHOLS@SPOKANEFIRE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0440 ACCEPTANCE OF DEPARTMENT OF HOMELAND SECURITY GRANT

Agenda Wording

Acceptance of grant from the State Homeland Security (SHSP) FY 2012 Grant Program. Funds have been awarded for Security Enhancements at the Fire Training Operations Center (EOC). The amount of the approved project cost is \$47,100.

Summary (Background)

The Fire Division sought grant funding for security enhancements to the FD campus east of SCC. These funds are proposed to complete the work started under the FY 2008/2010 SHSP grants for the Spokane EOC Complex project. SFD made application through the Spokane City/County Department of Emergency Management (DEM) for Homeland Security Region 9. This grant is to install galvanized cables through previously installed fencing, for additional reinforcement along with bollards at vulnerable areas.

Fiscal Impact

Expense	\$ 47,100
Revenue	\$ 47,100
Select	\$
Select	\$

Budget Account

#	3130-93518-94000-56301
#	3130-93518-99999-33397
#	
#	

Approvals

<u>Dept Head</u>	WILLIAMS, BOBBY
<u>Division Director</u>	WILLIAMS, BOBBY
<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 6/17/13
<u>Other</u>	
<u>Distribution List</u>	
	bwilliams
	anichols
	lbryant

Additional Approvals

Purchasing

Purpose: The Washington State Equipment Subcommittee for the Committee on Homeland Security reviews Equipment Approval Requests (EARs) to ensure equipment items are allowable per the Responder Knowledge Database (RKB) Authorized Equipment List (AEL) and comports to statewide standards for interoperability for equipment purchased with federal homeland security grant funds. The RKB is a clearinghouse of equipment and grant related information.

Current standards include P25 for responder radios, MSA Millennium for PPE / SCBA and specific models of HazMat suits.

Contact the Equipment Program Manager at EMD regarding this template and equipment approval process.

Equipment Approval
Federal Fiscal Year 2011 & 2012
State Homeland Security Program - SHSP

Jurisdiction: Spokane Department of Emergency Management

EMD Contract Number	E12-173		EHP Submission N/A, Type A, B or C	B	EAR Approval Date: Revised Date:	6/5/2013
Subgrantee Contract Number (if applicable)			Date of FEMA / DHS EHP Approval	11/17/09	EAR Request Date: date sent EMD	5/28/2013

Item No.	AEL Equipment Category	AEL Number	EHP Review Required	Item & Description Provide Hyperlink to Item if Unusual	Estimated Qty	Estimated Cost	Discipline Receiving Equipment	Related Project (per EMD Contract)
1	Physical Security Enhancement Equipment	14SW-01-WALL	YES *	Barriers: Fences; Jersey Walls - Gates - installation of 5/8" galvanized cables through previously installed fencing for additional reinforcement along with bollards at a vulnerable area. May include ancillary items and installation	1	\$ 43,312.00	ALL	Project 16, Security Enhancements for Spokane EOC complex
2	Other Authorized Equipment	21GN-00-SHIP	-	Shipping costs for equipment purchased with grant funding.	-	\$200.00	---	---
3	Other Authorized Equipment	21GN-00-STAX	-	Sales tax on equipment purchased with grant funding.	-	\$3,785.54	---	---
Jurisdiction Total:						\$47,297.54		

Notes regarding the need for the equipment / its context to homeland security grants: * EHP completed November 17, 2009 - Project approved.

Washington State HSGP Project Report Form FFY12

Please complete this form for each proposed project. Region contracts will be developed using the information supplied in this form. Requests for reimbursement under subsequent contract(s) must be tied to a project linked directly to the contract.

- Once included in and funded under a contract, use this completed form to submit Bi-Annual Progress Reports using the “rolling report format” following this first form page. Detail challenges, successes and status of each project, adding to the project history every six months through completion.
- This form may also be used to submit information to the Grant Reporting Tool as required by the FEMA/DHS Grant Guidance.
- Regional Leads must submit Project Report Forms for projects for each of the counties within their Region.

Jurisdiction: Spokane County Region 9				
Contact Info: Chief Bobby Williams 44 W. Riverside Spokane, WA 99201		Phone: (509) 625 7001	Email: bwilliams@spokanefire.org	
Funding Source (check only ONE): *Submit additional project report forms if multiple HSGP funding sources are being used for the same project.		<input type="checkbox"/> CCP <input type="checkbox"/> MMRS <input checked="" type="checkbox"/> SHSP <input type="checkbox"/> UASI		
Project Title:		Security Enhancements for Spokane EOC complex.		
Core Capability:		Emergency Operations Center Management		
WA State/UASI Strategic Goal:		To protect our critical infrastructure with surveillance and force protection measures		
FY12 Investment Justification Title		Choose an item.		
Threshold/Cap		<input type="checkbox"/> Law Enforcement _____ <input type="checkbox"/> Personnel _____		
This Project meets the following Overarching HSGP FFY12 Priorities:		<input type="checkbox"/> Whole Community		
		<input checked="" type="checkbox"/> Building Prevention and Protection Capabilities		
		<input type="checkbox"/> Maturation and Enhancement of State and Major Urban Area Fusion Centers.		
Overall Project Budget:		\$ 47,100		
Budget Categories:		Planning \$ __	Organization* \$ __	M&A \$ __
		Equipment \$47,100	Exercise \$ __	Training \$ __
This Project meets the following Overarching HSGP FFY 12 Earmarking:		Personnel Cap \$ ____ Law Enforcement \$ ____		
Project Description:		This grant would provide security enhancements for the multi-use campus that includes the Emergency Operations Center, Combined Communications Building, City Fire Station 8, City Fire Department's Maintenance facility, Regional Fire Training Facilities, and the Washington National Guard Readiness Center which houses HQ 161 and Eco Company 181. This EOC campus has been designated Critical Infrastructure by local first response agencies. Spokane is a coordination center for F.B.I. , Secret Service, U.S. Marshall, and U.S. Border Patrol. Spokane is the largest population base in eastern Washington, outlying jurisdictions rely heavily on Spokane for emergency support, specialized equipment, and personnel resources including: HAZMAT; SWAT/TAC Teams; two level two, two level three, and one level four trauma center; Emergency Alert Systems (EAS), Explosive Device Response, etc.		

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

07/08/2013

Date Rec'd	6/26/2013
Clerk's File #	CPR 2013-0003
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	PAM DOLAN 6034
Contact E-Mail	PDOLAN@SPOKANECITY.ORG
Agenda Item Type	Claim Item
Agenda Item Name	5600-ACCOUNTING-PAYROLL

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: June 22, 2013.
Payroll check #514059 through check #514483 \$5,761,680.22

Summary (Background)

N/A

Fiscal Impact

Expense \$ 5,761,680.22

Select \$

Select \$

Select \$

Budget Account

N/A

#

#

#

Approvals

Dept Head	BUSTOS, KIM
Division Director	DUNIVANT, TIMOTHY
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	

Distribution List**Additional Approvals****Purchasing**

PAYROLL RECAP BY FUND
PAY PERIOD ENDING JUNE 22, 2013

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	5,448.45
0070	ADMINISTRATIVE SERVICES	0.00
0140	ARTS	0.00
0230	CIVIL SERVICE	18,337.61
0260	CITY CLERK	11,490.41
0300	HUMAN SERVICES	1,008.19
0320	COUNCIL	20,312.92
0330	PUBLIC AFFAIRS / COMMUNICATIONS	8,639.80
0350	COMMUNITY CENTERS	0.00
0370	ENGINEERING SERVICES	163,582.68
0380	ENTERTAINMENT FACILITIES	1,346.57
0410	FINANCE	30,161.41
0440	FIRE	871,174.86
0450	CD/HS DIVISION	15,277.62
0470	HISTORIC PRESERVATION	2,908.80
0500	LEGAL	110,651.91
0520	MAYOR	23,118.60
0550	NEIGHBORHOOD SERVICES	5,445.60
05601	MUNICIPAL COURT	70,187.77
05602	PARKING VIOLATIONS	5,404.02
0570	OFFICE OF HEARING EXAMINER	5,218.40
0580	OFFICE OF YOUTH	0.00
0620	HUMAN RESOURCES	26,687.00
0650	PLANNING SERVICES	43,434.35
0680	POLICE	1,211,704.46
0690	PROBATION SERVICES	30,898.41
0700	PUBLIC DEFENDERS	68,232.34
0750	ECONOMIC DEVELOPMENT	9,183.61
0770	REAL ESTATE & FACILITIES	0.00
0780	BUSINESS & DEVELOPMENT SERVICES	0.00
0860	TREASURER	0.00
0890	WEIGHTS & MEASURES	0.00
	TOTAL GENERAL FUND	2,759,855.79

FUND	FUND NAME	TOTAL
1100	STREET	220,836.04
1200	CODE ENFORCEMENT	28,943.07
1300	LIBRARY	177,865.90
1390	URBAN FORESTRY FUND	8,662.95
1400	PARKS AND RECREATION	304,301.37
1460	PARKING METER	23,084.59
1510	LAW ENFORCEMENT INFO SYSTEM FUND	37,464.02
1530	LAW ENFORCEMENT BLOCK GRANT FUND	372.00
1540	HUMAN SERVICES GRANTS	0.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	6,505.01
1630	COMBINED COMMUNICATIONS CENTER	84,737.52
1650	COMMUNITY & ECONOMIC DEVELOPMENT	0.00
1680	CD/HS	31,759.14
1820	WIA DISLOCATED WORKERS FUND	0.00
1830	WIA GOVERNORS GRANT FUND	0.00
1840	WIA ADMINISTRATIVE COST POOL	13,133.80
1970	EMS FUND	182,412.44
4100	WATER	386,979.71
4300	SEWER	426,485.30
4480	REFUSE	395,418.82
4490	SOLID WASTE	20,990.01
4600	GOLF	53,253.36
4700	GENERAL SERVICES FUND	104,367.44
5100	FLEET SERVICE	82,935.97
5200	PUBLIC WORKS & UTILITY FUND	52,380.84
5300	MIS	144,633.73
5600	ACCOUNTING SERVICES	116,017.36
5800	RISK MANAGEMENT	0.00
5810	WORKER'S COMPENSATION	11,246.95
5830	SELF-FUNDED MEDICAL/DENTAL	7,300.00
5900	ASSET MANAGEMENT	43,289.38
6060	CITY RETIREMENT	4,672.00
6750	REGIONAL PLAN	29,410.11
6780	EMS PROGRAM DIRECTOR	2,365.60
	TOTAL	<u>5,761,680.22</u>



Agenda Sheet for City Council Meeting of:

07/08/2013

<u>Date Rec'd</u>	06/27/2013
<u>Clerk's File #</u>	CPR 1981-0402
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	MAYOR
<u>Contact Name/Phone</u>	JENNIFER MORTON 625-6250
<u>Contact E-Mail</u>	JJMORTON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Boards and Commissions Appointment
<u>Agenda Item Name</u>	0520 REAPPOINTMENT TO PARK BOARD

Agenda Wording

Reappoint Ross Kelley to serve a five-year term to begin immediately and expire February 28, 2018.
 Appoint Preston Potratz to serve a five-year term to begin immediately and expire February 28, 2018

Summary (Background)

Appoint Kristen Meyer to serve an unexpired term to begin immediately and expire February 28, 2016, at which time she will be eligible for reappointment.

Fiscal Impact

Select \$
 Select \$
 Select \$
 Select \$

Budget Account

 #
 #
 #

Approvals

<u>Dept Head</u>	SANDERS, THERESA
<u>Division Director</u>	
<u>Finance</u>	
<u>Legal</u>	
<u>For the Mayor</u>	SANDERS, THERESA

Council Notifications

<u>Study Session</u>	
<u>Other</u>	
<u>Distribution List</u>	
	jwestfall@spokanecity.org
	leadie@spokanecity.org
<u>Additional Approvals</u>	sking@spokanecity.org
<u>Purchasing</u>	rbarden@spokanecity.org
	jjmorton@spokanecity.org
	lkinnear@spokanecity.org
	bstum@spokanecity.org



Agenda Sheet for City Council Meeting of:

07/08/2013

<u>Date Rec'd</u>	06/27/2013
<u>Clerk's File #</u>	CPR 1991-0068
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	MAYOR
<u>Contact Name/Phone</u>	JENNIFER MORTON 625-6250
<u>Contact E-Mail</u>	JJMORTON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Boards and Commissions Appointment
<u>Agenda Item Name</u>	0520 REAPPOINTMENT TO HUMAN RIGHTS COMMISSION

Agenda Wording
 Reappoint Lisa Rosier to serve a three-year term to begin immediately and expire March 31, 2016.
 Reappoint Barbara Ann-Bonner to serve a three-year term to begin immediately and expire March 31, 2016.

Summary (Background)
 Reappoint James Mohr to serve a three-year term to begin immediately and expire March 31, 2016.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SANDERS, THERESA	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		jwestfall@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jjmorton@spokanecity.org	
<u>Additional Approvals</u>		rbarden@spokanecity.org	
<u>Purchasing</u>			



Agenda Sheet for City Council Meeting of:

07/08/2013

Date Rec'd	6/26/2013
Clerk's File #	ORD C35003
Renews #	
Cross Ref #	OPR 13-505/RES 13-52
Project #	
Bid #	
Requisition #	EBO

Submitting Dept	FIRE
Contact Name/Phone	ART NICHOLS 625-7080
Contact E-Mail	ANICHOLS@SPOKANEFIRE.ORG
Agenda Item Type	Emergency Budget Ordinance
Agenda Item Name	0440-EBO-HOMELAND SECURITY GRANT

Agenda Wording

Amending Ordinance No. C-34947 and appropriating funds in the Fire Division Improvement Fund From: Department of Homeland Security. The amount of the approved project cost is \$62,819. Funds awarded to replace obsolete Knox boxes.

Summary (Background)

To budget a grant from the Department of Homeland Security FY 2012 for new Knox Company KeySecure Knox boxes. The Fire Division utilizes the Knox Company KeySecure devices to "capture" the master keys to all businesses that have key vaults attached to the outsides of their buildings. These vaults contain keys to the doors necessary for rapid entry during fire and alarm events. By not have these keys available to the firefighters, other means would be required to gain access.

Fiscal Impact

Expense	\$ 50,256
Expense	\$ 12,563
Revenue	\$ 50,256
Select	\$

Budget Account

#	3130-93520-22200-53502
#	3130-49201-22200-53502
#	3130-93520-99999-33197
#	

Approvals

Dept Head	WILLIAMS, BOBBY
Division Director	WILLIAMS, BOBBY
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	Public Safety 5/20/13
Other	
Distribution List	
	bwilliams
	anichols
	lbryant

Additional Approvals

Purchasing	

ORDINANCE NO. C35003

An ordinance amending Ordinance No. C-34947, passed the City Council December 03, 2012, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2013, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2013, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2013 budget Ordinance No. C-34947, as above entitled, and which passed the City Council December 03, 2012, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Fire Improvement Fund, and the budget annexed thereto with reference to the Fire Improvement Fund, the following changes be made:

FROM:	3130-93520	Fire Improvement Fund	
	99999-33197	Dept of Homeland Security	<u>\$50,256</u>
TO:	3130-93520	Fire Improvement Fund	
	22200-53502	Minor Equipment	<u>\$50,256</u>

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for Department of Homeland Security grant revenue, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

07/08/2013

Date Rec'd	6/26/2013
Clerk's File #	ORD C35004
Renews #	
Cross Ref #	OPR 2013-0506
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	ART NICHOLS 625-7080
Contact E-Mail	ANICHOLS@SPOKANEFIRE.ORG
Agenda Item Type	Emergency Budget Ordinance
Agenda Item Name	0440 EBO FOR DEPARTMENT OF HOMELAND SECURITY GRANT

Agenda Wording

Amending Ordinance No. C-34947 and appropriating funds in the Fire Division Improvement Bond Fund From: Department of Homeland Security. The amount of the approved project cost is \$47,100.

Summary (Background)

To budget a grant from the State Homeland Security (SHSP) FY 2012 Grant Program. These funds are proposed to complete work started under the FY 2008/2010 SHSP grants for Security Enhancements for the Spokane EOC Complex project. This grant is to install galvanized cables through previously installed fencing, for additional reinforcement along with bollards at vulnerable areas.

Fiscal Impact

Expense	\$ 47,100
Revenue	\$ 47,100
Select	\$
Select	\$

Budget Account

#	3130-93518-94000-56301
#	3130-93518-94000-33397
#	
#	

Approvals

Dept Head	WILLIAMS, BOBBY
Division Director	WILLIAMS, BOBBY
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	Public Safety 6/17/13
Other	
Distribution List	
	bwilliams
	anichols
	lbryant

Additional Approvals

Purchasing	

ORDINANCE NO. C35004

An ordinance amending Ordinance No. C-34947, passed the City Council December 03, 2012, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2013, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2013, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2013 budget Ordinance No. C-34947, as above entitled, and which passed the City Council December 03, 2012, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Fire Improvement Fund, and the budget annexed thereto with reference to the Fire Improvement Fund, the following changes be made:

FROM:	3130-93518	Fire Improvement Fund	
	99999-33397	Dept of Homeland Security	<u>\$47,100</u>
TO:	3130-93518	Fire Improvement Fund	
	94000-56301	Other Improvements	<u>\$47,100</u>

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for Department of Homeland Security grant revenue, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

07/08/2013

Date Rec'd	6/26/2013
Clerk's File #	ORD C35005
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	NEIGHBORHOOD SERVICES
Contact Name/Phone	HEATHER 625-6854 TRAUTMAN
Contact E-Mail	HTRAUTMAN@SPOKANECITY.ORG
Agenda Item Type	Emergency Budget Ordinance
Agenda Item Name	1200 - CODE ENFORCEMENT EBO RE: DEMOLITIONS

Agenda Wording

Amending Ordinance No. C-34947 and appropriating funds in the Building and Code Enforcement Funds, FROM: Various Accounts, \$150,000; TO: Various Accounts, same amount. This action budgets for property demolitions ordered by the building official.

Summary (Background)

This ordinance creates the appropriation authority needed to fund all of property demolitions that have been ordered by the Building Official. We currently have more demolitions slated for 2013 than what we anticipated so need additional budget authority to complete these actions.

Fiscal Impact

Revenue	\$ 150,000
Expense	\$ 150,000
Select	\$
Select	\$

Budget Account

#	1200-58100-99999-34919-99999
#	1200-58100-38148-54201-99999
#	
#	

Approvals

Dept Head	TRAUTMAN, HEATHER
Division Director	MALLAHAN, JONATHAN
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	
Distribution List	
	htrautman@spokanecity.org
	jquintrall@spokanecity.org
	mhughes@spokanecity.org
	jmalla han@spokanecity.org

'ORDINANCE NO C35005

An ordinance amending Ordinance No. C-34947, passed the City Council December 10, 2012, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2013, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2013, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2013 budget Ordinance No. C-34947, as above entitled, and which passed the City Council December 10, 2012, it is necessary to make changes in the appropriations of the Code Enforcement Fund and Building Fund, changes which could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Building Fund and the budget annexed thereto with reference to the Building Fund, the following changes be made:

FROM:	4700-99999	Building Fund	
	99999-	Unappropriated Reserves	<u>\$ 150,000</u>
TO:	4700-41300	Building Fund	
	24100-59920	Interfund Code Enforcement	<u>\$ 150,000</u>

Section 2. That in the budget of the Code Enforcement Fund and the budget annexed thereto with reference to the Code Enforcement Fund, the following changes be made:

FROM:	1200-58100	Code Enforcement Fund	
	99999-34919	Interfund Other General Gov't	<u>\$ 150,000</u>
TO:	1200-58100	Code Enforcement Fund	
	38148-54201	Contractual Services	<u>\$ 150,000</u>

:

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to complete the demolition of properties ordered by the building official and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

07/08/2013

<u>Date Rec'd</u>	06/27/2013
<u>Clerk's File #</u>	ORD C35006
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	HUMAN SERVICES
<u>Contact Name/Phone</u>	SHEILA MORLEY 625-5052
<u>Contact E-Mail</u>	SMORLEY@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Emergency Budget Ordinance
<u>Agenda Item Name</u>	1540 - EBO RE: DEPT COMMERCE GRANT

Agenda Wording

Amending Ordinance No. C-34947 and appropriating funds in the Human Services Grants Fund, FROM: Department of Commerce, \$262,668; TO: Contractual Services, same amount.

Summary (Background)

This ordinance budgets increased grant funding from the Washington State Department of Commerce to be used in expanding the current rapid re-housing services and employment resources for homeless and TANF eligible households. The total amount of the grant is \$293,483. From this amount, \$262,668 will be contracted with Catholic Charities to provide rapid re-housing services to homeless families with the remaining portion allocated to the City for administrative and HMIS costs.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Revenue \$ 262,668	# 1540-53513-99999-33442-99999
Expense \$ 262,668	# 1540-53513-51200-54201-99999
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>		<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>	DUNIVANT, TIMOTHY	<u>Distribution List</u>
<u>Legal</u>	BURNS, BARBARA	jallard@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	jmallahan@spokanecity.org
<u>Additional Approvals</u>		smorley@spokanecity.org
<u>Purchasing</u>		mlesesne@spokanecity.org

ORDINANCE NO C35006

An ordinance amending Ordinance No. C-34947, passed the City Council December 10, 2012, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2013, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2013, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2013 budget Ordinance No. C-34947, as above entitled, and which passed the City Council December 10, 2012, it is necessary to make changes in the appropriations of the Human Services Grants Fund, changes which could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Human Services Grants Fund and the budget annexed thereto with reference to the Human Services Grants Fund, the following changes be made:

FROM:	1540-53513	Human Services Grants Fund	
	99999-33442	Department of Commerce	<u>\$ 262,668</u>
TO:	1540-53513	Human Services Grants Fund	
	51200-54201	Contractual Services	<u>\$ 262,668</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget additional grant funds from Department of Commerce, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

07/08/2013

Date Rec'd	6/26/2013
Clerk's File #	RES 2013-0052
Renews #	
Cross Ref #	OPR 2013-0505
Project #	
Bid #	
Requisition #	CR EBO C35003

Submitting Dept	FIRE
Contact Name/Phone	ART NICHOLS 625 7080
Contact E-Mail	ANICHOLS@SPOKANEFIRE.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0440-SOLE SOURCE RESOLUTION WITH THE KNOX COMPANY

Agenda Wording

Sole Source Resolution with the Knox Company for KeySecure4 Master Key Retention Devices for \$62,899 (including sales tax)

Summary (Background)

The Fire Division utilizes the Knox Company KeySecure devices to "capture" the master keys to all businesses that have key vaults attached to the outsides of their buildings. These vaults contain keys to the doors necessary for rapid entry during fire and alarm events. By not have these keys available to the firefighters, other means would be required to gain access which usually results in damages to the plate glass doors and/or windows and delays entry.

Fiscal Impact

Expense	\$ 50,319
Expense	\$ 12,580
Select	\$
Select	\$

Budget Account

#	3130-93520-22200-53502
#	3130-49201-22200-53502
#	
#	

Approvals

Dept Head	WILLIAMS, BOBBY
Division Director	WILLIAMS, BOBBY
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	Public Safety 6/17/13
Other	
Distribution List	
	bwilliams
	lbryant
	anichols

Additional Approvals

Purchasing	

The current KeySecure devices utilized by the Fire Division are obsolete and no longer supported by the Knox Company which requires the purchase of the latest version. The Knox Company is the sole provider for these devices and the key vaults utilized for new business owners s and 90% of current businesses in the city limit.

RESOLUTION NO.2013-0052

A RESOLUTION declaring the Knox Company a sole source for KeySecure4 Master Key Retention devices for the Fire Division and authorizing its purchase for \$57,280 plus tax and shipping.

WHEREAS, the Spokane Fire Division (SFD) resources are dispatched to alarm system and fire calls after hours when business are closed and responsible parties are not immediately available; and

WHEREAS, the immediate access to those businesses are necessary to minimize further damages to the involved structures/businesses and adjoining properties; and

WHEREAS, the ability to secure building keys in a secure lock box located on the exterior of business and other buildings that can only be accessed by Fire responders can allow timely access at critical times; and

WHEREAS, the ability for SFD to gain access with keys located in the secure lock boxes attached to the building entrances is essential for timely access; and

WHEREAS SFD currently utilizes KeySecure4 Master Key Retention devices manufactured by the Knox Company and changing to a new system or adding another system would cause increased costs, operational and logistical issues plus increase the risk of losing control keys; and

WHEREAS, the cost of purchasing additional KeySecure4 Master Key Retention devices exceeds the 2013 public bid limit of \$46,500.00 for the purchase of goods; Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it declares Knox Company a sole source for the KeySecure4 Master Key Retention Devices and associated equipment for the Fire Division and authorizes its purchase for \$57,280 plus tax and shipping from the Knox Company.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:

07/08/2013

Date Rec'd	6/26/2013
Clerk's File #	RES 2013-0053
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	RE 16679

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	DALE ARNOLD 625-7900
Contact E-Mail	DARNOLD@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	WHITNEY EQUIPMENT/ISCO SOLE SOURCE RES/PURCHASE

Agenda Wording

Resolution declaring WHITNEY EQUIPMENT CO. INC. (BOTHELL, WA)a sole source supplier of ISCO flow monitoring equipment, and authorization to purchase approximately 10 monitors and 13 rain gauge modems. Estimated cost \$150,000 including tax.

Summary (Background)

The Wastewater Management Dept. uses portable monitoring systems to log the flow in sewer lines and Combined Sewer Overflows (CSO's). The units ensure compliance the DOE, EPA, and Sierra Club Settlement Agreement requirements regarding the Clean Water Act regulations, ensuring compliance with the City's discharge permit and to gather data necessary for the Integrated Clean Water Plan. The department has tested other systems and this is the only known monitor compatible with Flowlink Pro software.

Fiscal Impact

Expense	\$ 150000
Select	\$
Select	\$
Select	\$

Budget Account

4370-43354-94000-56501-99999
#
#
#

Approvals

Dept Head	ARNOLD, DALE
Division Director	ROMERO, RICK
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	Public Works 06/10/13

Distribution List

pdolan@spokanecity.org
Tax & Licenses
mlesesne@spokanecity.org
kbrooks@spokanecity.org
bbrurud@spokanecity.org

Additional Approvals

Purchasing	WAHL, CONNIE

RESOLUTION NO. 2013-0053

A resolution declaring the ISCO flow monitoring system a sole source and authorizing its purchase from Whitney Equipment Company, Inc. at an estimated cost of \$150,000 including tax over the next two years.

WHEREAS, the Wastewater Management Department uses a portable, modular monitoring system that utilizes ultrasonic, sonar, and pressure transducer technologies used to monitor and data log the flow in open channel sewer lines and CSOs (Combined Sewer Overflows); and

WHEREAS, this system is used to ensure compliance with Department of Ecology, EPA, and Sierra Club Settlement Agreement requirements regarding the Clean Water Act, ensure compliance with the City's NPDES (National Pollutant Discharge Elimination System) permits for wastewater and stormwater, gather data relevant to the Spokane Riverkeeper PCB Consent Decree, and gather data necessary for the Integrated Plan; and

WHEREAS, the monitoring system "pushes" the data at specified time intervals to the City's web server via Flowlink Pro software, recognizes programmed alarm conditions and initiates required emergency maintenance response via Flowlink Pro software, which was purchased by the City several years ago; and

WHEREAS, improvement to the rain gauge monitoring system will consolidate data collection with cellular modems and associated hardware. This upgrade to existing rain gauge sites will make them compatible with our Flowlink Pro (Isco) web server. Compatibility will allow city engineers 24/7 access to all flow and rain data to facilitate Integrated Strategy planning. Also, the proposed cell modems use a data plan that is approximately \$375.00 less per month than the land-line modems used by the existing system; and

WHEREAS, the department has tested other brand flow monitoring systems over the previous years; and

WHEREAS, the ISCO 2100 series monitors meet the department's current and projected future needs. Any problems with the equipment and the software have been resolved with excellent assistance of the vendor's customer support. It provides the correct quantity of ultrasonic level channels for the monitoring sites, it has reliable service/repairs/customer support, it has flexibility in its alarm

configuration to comply with EPA/DOE requirements; and most importantly is the only known monitor compatible with Flow Link Pro software; and

WHEREAS, the ISCO flow monitoring system is a patented good and only available from authorized dealers; and

WHEREAS, Whitney Equipment Company, Inc. is the only authorized dealer for Washington State; and

WHEREAS, this equipment/vendor is the same as that approved as a sole source by resolution # 2011-0045; and

WHEREAS, the department would like to purchase approximately 10 monitors and 13 rain gauge modems over the next two years; which cost exceeds the 2013 public bid limit of \$46,500.00 for goods; -- Now, Therefore,

BE IT RESOLVED by the city council for the City of Spokane that it hereby declares the ISCO flow monitoring system a sole source and authorizes its purchase from Whitney Equipment Company, Inc. at an estimated cost of \$150,000 including tax over two years.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

BRIEFING PAPER
Public Works Committee
Wastewater Management
June 10, 2013

Subject

Resolution declaring the ISCO flow monitoring system a sole source and authorizing a flow monitoring equipment purchase of approximately 10 monitors and 13 rain gauge modems from Whitney Equipment Company, Inc.

Background

The Wastewater Management Department uses a portable, modular monitoring system that utilizes ultrasonic, sonar, and pressure transducer technologies used to monitor and data log the flow in open channel sewer lines and Combined Sewer Overflows (CSO's). This system is used to ensure compliance with Ecology, EPA, and Sierra Club Settlement Agreement requirements regarding the Clean Water Act, ensure compliance with the City's NPDES (National Pollutant Discharge Elimination System) permits for wastewater and stormwater, gather data relevant to the Spokane Riverkeeper PCB Consent Decree, and gather data necessary for the Integrated Clean Water Plan. The ISCO system "pushes" the data at specified time intervals to the city's web server via Flowlink Pro software, and recognizes programmed alarm conditions and initiates required emergency maintenance response via Flowlink Pro software. Improvement to the rain gauge monitoring system will consolidate data collection with cellular modems and associated hardware. This upgrade to existing rain gauge sites will make them compatible with our Flowlink Pro (ISCO) web server. Compatibility will allow city engineers 24/7 access to all flow and rain data to facilitate Integrated Strategy planning.

The department has tested other brand flow monitoring systems over the previous years and the ISCO 2100 series monitors meet the department's current and projected future needs. It provides the correct quantity of ultrasonic level channels for the monitoring sites, it has reliable service/repairs/customer support, and it has flexibility in its alarm configuration to comply with regulatory requirements. Most importantly is the only known monitor compatible with Flowlink Pro software that is used to improve overflow alarm response and analyze and trend data.

Impact

Using the ISCO system maximizes our ability to manage the CSO and rain gauge system and allow 24/7 access to all flow and rain data to facilitate Integrated Strategy planning.

Action

Recommend approval

Funding

Funding for these purchases is provided in the Wastewater Management Department budget. The cost is estimated to be \$150,000 including tax over the next two years.



Agenda Sheet for City Council Meeting of:
06/24/2013

Date Rec'd	6/12/2013
Clerk's File #	ORD C35001
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	MIKE FAGAN 6257
Contact E-Mail	MFAGAN@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - AN ORDINANCE RELATED TO FIREARMS

Agenda Wording

An ordinance related to firearms, amending SMC sections 10.10.050 and 10.11.052

Summary (Background)

RCW 9.41.300 permits local jurisdictions to enact ordinances to prohibit the possession of firearms in stadiums and convention centers with specific exceptions. SMC 10.10.050 has not been updated to reflect the changes to state law. This ordinance will make SMC 10.10.050 consistent with RCW 9.41.300. The additional amendment to SMC 10.11.052 is to include the incorporation of an additional reference to state law already set forth in SMC 10.11.052.

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

Approvals		Council Notifications	
Dept Head	WESTFALL, JENNIFER	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	PICCOLO, MIKE	mfagan@spokanecity.org	
For the Mayor	SANDERS, THERESA	bstuckart@spokanecity.org	
Additional Approvals		mpiccolo@spokanecity.org	
Purchasing			

Ordinance No. C35001

An ordinance relating to firearms; amending SMC sections 10.10.050 and 10.11.052.

The City of Spokane does ordain:

Section 1. That SMC section 10.10.050 is amended to read as follows:

10.10.050 Municipal Public Assembly Facilities

- A. No person shall bring into or have in their possession while present at any City public assembly facility any cans, bottles, alcoholic beverages, controlled substances, ~~((guns))~~ firearms, knives or other such devices which are weapons or apparently capable of use as weapons.
- B. The public assembly facilities are the INB Performing Arts Center, the Convention Center, Spokane Veterans Memorial Arena, and Joe Albi Stadium.
- C. This shall not prohibit legitimate operations of licensed concessionaires or other persons authorized by the Spokane Public Facilities District, Chief Executive Officer or designee, or the director of parks and recreation or designee for Joe Albi Stadium.
- D. The restriction set forth above in subsection (A) shall not apply to:
 - 1. Any pistol in the possession of a person licensed under RCW 9.41.070 or exempt from the licensing requirement by RCW 9.41.060; or
 - 2. Any showing, demonstration, or lecture involving the exhibition of firearms.
- E. Nothing in this section shall prohibit the owner or operator of a public assembly facility from adopting rules or policies regulating the possession of firearms pursuant to and consistent with state law.

Section 2. That SMC section 10.11.052 is amended to read as follows:

10.11.052 Firearms and Dangerous Weapons

The following Revised Code of Washington (RCW) sections, including all future amendments, additions, or deletions, are hereby adopted by reference and shall be given full force and effect as if set forth in full.

- RCW
- 9.41.010 Terms Defined
- 9.41.050 Carrying firearms
- 9.41.060 Exceptions to restrictions on carrying firearms
- 9.41.070 Concealed pistol license – Application – Fee – Renewal
- 9.41.098 Forfeiture of firearms – Disposition – Confiscation
- 9.41.140 Alteration of identifying marks – Exceptions
- 9.41.230 Aiming or discharging firearms, dangerous weapons
- 9.41.240 Possession of pistol by person from eighteen to twenty-one
- 9.41.250 Dangerous weapons – Penalty – Exemption for law enforcement officers
- 9.41.260 Dangerous exhibitions
- 9.41.270 Weapons apparently capable of producing bodily harm – Unlawful carrying or handling – Penalty – Exceptions
- 9.41.280 Possessing dangerous weapons on school facilities – Penalty – Exceptions
- 9.41.300 Weapons prohibited in certain places – Local laws and ordinances – Exceptions – Penalty
- 9.41.800 Surrender of weapons or licenses – Prohibition on future possession or licensing
- 9.41.810 Penalty

All other sections of RCW 9.41 are expressly excluded from SMC 10.11.052 and hereby deleted.

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:

06/24/2013

Date Rec'd	6/13/2013
Clerk's File #	ORD C35002
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PARKS & RECREATION
Contact Name/Phone	LEROY EADIE 625-6203
Contact E-Mail	LEADIE@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	1400 ORDINANCE APPROVING PROJECT AGREEMENT AND EASEMENT

Agenda Wording

An ordinance approving a project agreement and easement between the Park Board and Yong Lewis, developer Tuscan Ridge PUD.

Summary (Background)

On September 13, 2007 Park Board approved sewer easement agreement across park property with the developer of the Tuscan Ridge PUD with certain conditions. An agreement has been reached on those conditions and the Parks and Recreation Director has signed off of the project.

Fiscal Impact

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

Budget Account

#
#
#
#

Approvals

Dept Head	EADIE, LEROY
Division Director	
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	
Distribution List	
	leadie @spokanecity.org
	jrichman@spokanecity.org
	jfaught@spokanecity.org
	tmadunich@spokanecity.org

Additional Approvals

Purchasing	

ORDINANCE NO. C35002

An ordinance approving a project agreement and easement between the Park Board and Yong Lewis.

WHEREAS, the Park Board has approved a utility easement agreement with Yong Lewis, developer of the Tuscan Ridge PUD, which provides certain benefits to adjoining park land; Now, Therefore

The City of Spokane does ordain: That the Project Agreement and Easement attached hereto is hereby approved and the Mayor and/or her authorized designee is authorized to execute the same together with the attachments thereto and any incidental documentation necessary and appropriate for consummating the transactions contemplated in the agreement.

Adopted by the City Council on this _____ day of _____, 2013.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Appendix

Project Agreement and Easement

After Recording Return To:
City of Spokane
Department of Engineering Services
808 W. Spokane Falls Blvd.
Spokane, WA 99201

PROJECT AGREEMENT AND EASEMENT

The Project Agreement and Easement ("Agreement") is made and executed this ____ day of _____, 2013, by and between the CITY OF SPOKANE, acting by and through the SPOKANE PARKS BOARD ("City" or "Park Board") and the YONG LEWIS, a single person ("Applicant"), hereinafter jointly referred to as "Parties".

WHEREAS, as outlined in City of Spokane Hearing Examiner Findings, Conclusions and Decision dated June 11, 2007, under File No. Z2005-121-PUD (the "Project"), and consistent with the statutes of the State of Washington, and the ordinance, municipal codes, and standards of the City of Spokane, Washington; in connection with Applicant's Project, Applicant is required to perform certain work and/or complete certain improvements, at the above referenced address, located in Spokane, Washington, and legally in **Exhibit "A"** hereto ("Benefited Property");

Whereas, the City of Spokane owns the real estate described in **Exhibit "B"** hereto ("City Property");

Whereas, one of the Hearing Examiner's conditions of approval of the Project was that Applicant enter into an agreement with the City addressing the issues contained in Exhibit 42, a copy of which is included and incorporated herein as **Exhibit "C"**; and

Whereas, Exhibit 42 provides for, among other things, the terms under which the City will grant Applicant an easement for an underground sewer line to extend City of Spokane sanitary sewer service to the Project;

Whereas, all relevant departments of the City of Spokane, as well as the Parks Board, have reviewed and approved the plans and specifications for the proposed underground sewer line to extend City of Spokane Sanitary sewer service to the Project;

NOW, THEREFORE, in consideration of the respective agreements set forth below and for valuable consideration, the receipt and sufficiency of which is acknowledged, the City and Applicant agree as follows:

1. **EASEMENT.** the City hereby grants and conveys to Applicant, its successors and assigns, for purposes of installing, maintaining, repairing and replacing an underground sewer line (the "Utilities"), and no other purpose, a perpetual easement over, under, upon and across those portions of the City Property described in **Exhibit "D"** (the "Easement").

1.1 Upon reasonable notice to the City, Applicant shall have the right at to enter the Easement for the purpose of installation, maintenance, repair, removal and/or replacement of the Utilities as the Applicant deems necessary. Applicant shall perform work in the Easement with due care and caution and shall return the Easement area to the condition in which it was found, reasonable wear and tear excepted. Applicant, its contractor(s) or agents shall be responsible to the Grantor for any and all damage to Grantor's property due to the installation, maintenance, and repair of the Utilities to the extent such damage is caused by the Applicant, its contractor(s) or agent(s) working in the Easement.

1.2 All relevant departments of the City of Spokane, including the Parks Department, have reviewed and approved the plans and specifications for the Utilities. The list of approved plans and most current version date is attached hereto as **Exhibit "E"** ("Approved Plans"). No Utilities may be installed and no other improvements of any kind may be placed in the Easement unless they substantially conform to the Approved Plans without the written approval of the Director of Parks & Recreation ("Director"), which the Director may withhold for any reason if said improvements are inconsistent with or exceed the limited privilege granted hereunder.

1.3 Except as otherwise authorized by the City, access to the Easement for construction, installation and maintenance shall be across Applicant's property and not via the City's adjoining property.

1.4 The Easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement, their respective heirs, successors, or assigns.

1.5 In the event of a default of Applicant's obligation to perform any covenant, condition, or provision of this Agreement, where that failure continues for a period for 30 days after written notice from the City, and further provided that the Applicant or her successor, is not taking reasonable steps to cure the default, the City may commence an action for specific performance and/or damages including the recovery of attorneys' fees and costs for such enforcement action. Notwithstanding any such legal action, Applicant will remain liable for Applicant's obligations under this Agreement and Easement.

1.6 Nothing in this instrument or any action or inaction by the City shall create any obligation on the part of the City to pay for any improvements, to provide public utility services or to pay for any service connections, or installations near or adjacent to the Easement.

1.7 This Easement and the privileges granted herein shall not be construed as conveying to Applicant any fee ownership interest in the Easement or City Property but is instead a grant of a limited easement right and privilege to use the Easement for purposes that are not inconsistent with the Park Board's use of the property. The Park Board specifically reserves unto itself the right to use and improve the Easement and its adjacent property for all purposes not inconsistent with the privilege granted hereunder.

2. IMPROVEMENTS. Applicant shall, at no cost or expense to the City, construct the improvements described on the Approved Plans under City of Spokane Project No. 2008053, on file at the City's Department of Engineering Services (collectively the "Improvements"), and as further specified herein to the Director's reasonable satisfaction.

2.1 Monuments. Applicant shall, at no cost or expense to the City, survey and create permanent monuments identifying the property line/boundary between the City Property and the Benefitted Property.

2.2 Fence. Applicant shall, at no cost or expense to the City, construct and maintain a fence on the property line between the City Property and Benefitted Property, as shown in **Exhibit "F"**. Fencing shall be simple wire fencing designating the boundary and shall be posted with signage identifying the boundary which shall first be approved by the Director in writing.

2.3 Fire Hydrants. Applicant shall, at no cost or expense to the City, install and maintain fire hydrants along the boundary between the City Property and the Benefitted Property in order to provide fire control to both properties. The fire hydrants shall be located on the Benefitted Property, generally as shown in **Exhibit "G"**. Final location and specifications of the fire hydrants shall be subject to approval by the Spokane Fire Department.

2.4 Trailhead and Public Access. Applicant shall, at no cost or expense to the City, relocate the walking/hiking trails on its property to connect to trail in Hangman Park. A trailhead shall be provided from the Benefitted Property to Hangman Park with a public parking area (sufficient to accommodate parking spaces for four cars) off Hatch Road at the entrance to the Project. The location and dimensions of said trailhead, hiking trails, and public parking area are generally depicted in **Exhibit "H"**, except that a fully accessible sloped trail will be provided from the parking area in lieu of the wooden stairs referred to in Exhibit "H". The trail(s) will be constructed from engineered drawings approved in advance by the Director in writing and will include designed walls and soil retaining systems. The trails shall be six feet wide and all edges with falls deeper than three feet will be provided with a guard rail system. All trails, walls and railing will be maintained and replaced by Applicant. The trails will not be surfaced but shall be constructed so to limit edge erosion and water damage. Applicant shall include trash receptacles and provide for regular trash removal at the trailhead. Applicant shall maintain a map of the trail system at the trail head and shall provide directional signage along the trail system. The map and signage must be approved by the Director prior to installation.

2.5 Emergency Access. Applicant shall, at no cost or expense to the City, construct in the south portion of the Benefitted Property (as generally depicted in **Exhibit "I"**, except that, in lieu of the emergency access gate depicted in Exhibit "I", the gate shall be generally as depicted in Exhibit "I-1") an access to allow emergency vehicle access to Hangman Park via the Benefitted Property. The access and gate will be constructed per City standards from engineered drawings approved by the Department in writing. The access shall be gated and shall be controlled by the Director and the City of Spokane Sewer Maintenance Division.

3. COMPLETION OF WORK. Applicant shall complete the Improvements to the City's satisfaction concurrently with the construction of the Utilities and PUD improvements and prior to constructing any residential buildings in the PUD, and in full compliance with the Approved Plans and exhibits attached hereto, together with such additional approved plans and specifications as are called for herein above, including any approved amendments thereto, and in conformance with all applicable laws, rules, regulations, ordinances and requirements of governmental agencies, offices, and boards having jurisdiction. This Agreement shall not be construed in any manner whatsoever as a waiver of any conditions of Project approval, Spokane Municipal Code, other codes, statutes, or regulations applicable to the Project. Such provisions shall apply with full force and effect, in addition to the terms of this Agreement. Applicant shall be responsible for all elements of the design of all Improvements (including, without limitation, compliance with law, functionality of design, and the structural

integrity of the Improvements), and the City's approval of Applicant's plans shall in no event relieve the Applicant of the responsibility for such design. Applicant shall complete, at its sole expense, any alterations and/or restoration to the Easement required because of the Improvements, including, without limitation, any alterations specifically required by the City. Applicant shall reimburse the Park Board for any out of pocket costs incurred by the Park Board in the event the Park Board is required to assist in obtaining any approvals. All Improvements must be done and completed in a workmanlike manner and with material (when not specifically described in the specifications approved by the Park Board) of the quality and appearance customary in the trade for first-class construction of a municipal park public trailhead and trail system.

4. OBSTRUCTIONS. Applicant shall not place any structure or obstruction, temporary or otherwise, on City Property, including the Easement, that would prevent the use of the City Property by the Park Board, its employees, assigns, agents, invitees, licensees or other grantees, without the prior written approval of the Park Board, which the Park Board may withhold for any reason, and furthermore, in the event Applicant does place structures and/or obstructions of any type over the City Property, it will be Applicant's responsibility to bear all costs to replace any such structures and/or obstructions should the Park Board have to disrupt the structure and/or obstructions for operation, installation, maintenance, repair and/or replacement of City Property and/or improvements situated thereon. In the event Applicant's use of the Easement and/or enjoyment of the privileges conveyed to Applicant hereunder causes damage to the Easement and/or surrounding City Property including any improvements situated thereon, Applicant shall restore the Easement and Grantor's surrounding property to the condition it was found prior to the damage at Applicant's sole cost and expense.

5. MAINTENANCE. Applicant shall be responsible to maintain and repair the Utilities and Improvements in the Easement Area to ensure their proper use and function. Applicant shall be responsible for noxious weed control in all areas disturbed by construction of the Utilities and Improvements for a minimum of five (5) years. Upon the initial installation of the Utilities and Improvements, and upon each and every occasion that the same are installed, repaired, maintained, removed, and/or replaced, Applicant shall restore the Easement and the Park Board's surrounding property, and any such improvements disturbed, to a condition as they were in prior to any such installation or work, to the extent any damage or disturbance of the Easement and the Park Board's surrounding property was caused by Applicant's installation, repair, maintenance, removal and/or replacement of the Utilities and/or Improvements. If, in an emergency, it shall become necessary for the Park Board to promptly make any repairs that otherwise would have been the responsibility of Applicant as defined or set forth herein, or if Applicant shall fail to

adequately maintain the Easement as provided herein, then the Park Board, at its sole option, may proceed forthwith to have the repairs made and pay the cost thereof, and to receive reimbursement therefore from Applicant within thirty (30) days after a written request for the same. In such instance, the Park Board shall provide Applicant with oral notification of its intention to make such repairs or the occurrence of such repairs, at the earliest practicable time given the nature and extent of the emergency.

6. **INDEMNIFICATION AND INSURANCE.**

(a) Applicant agrees to pay all laborers, mechanics, subcontractors and material men or women, and all persons who shall supply the Applicant or subcontractors with provisions and supplies for the construction and/or maintenance of the Utilities and/or Improvements, and shall indemnify, defend and hold harmless the City, its officers, agents, and employees for any damages or liability to persons or property that might arise from, or by reason of, the construction, maintenance, operation, or repair of the Utilities and/or Improvements, or use of the Easement pursuant to this Agreement, including the enjoyment of all privileges of Applicant hereunder, unless caused by the City's sole negligence.

(b) While this Agreement is in effect, and during any period of time that the Utilities and/or improvements are being installed, the Applicant agrees to cause its general contractor to maintain a general liability insurance policy naming the City as an additional insured, in combined single limit coverage, occurrence form, of not less than ONE MILLION DOLLARS (\$1,000,000.00), and which is primary to any policy which the City may otherwise carry ("Primary Coverage"). The insurance policy shall treat the employees of the City in the same manner as members of the general public ("Cross-liability Coverage"). The City shall receive a copy or satisfactory evidence that this policy has been purchased and is in full force. Notice of cancellation shall be sent to the City thirty days prior to any insurance cancellation. During any period in which the Utilities and/or improvements are being utilized to accept sanitary sewage from the Benefitted Property, the homeowners association for the Benefitted Property shall maintain a general liability insurance policy naming the City as an additional insured, in combined single limit coverage, occurrence form, of not less than ONE MILLION DOLLARS (\$1,000,000.00), and which is primary to any policy which the City may otherwise carry ("Primary Coverage"). The insurance policy shall treat the employees of the City in the same manner as members of the general public ("Cross-liability Coverage"). The City shall receive a copy or satisfactory evidence that this policy has been purchased and is in full force. Notice of cancellation shall be sent to the City thirty days prior to any insurance cancellation.

(c) Applicant waives all rights of recovery against the City, its subtenants, agents, officers, employees, and contractors, for loss or damage to the

Utilities or Improvements, or for loss or damage to Applicant's adjacent property, resulting from fire or other causes which are normally covered by fire and extended coverage insurance, regardless of whether the loss or damage is due to negligence or otherwise, to the extent insurance proceeds are actually obtained from third party insurance companies. Applicant shall cause its insurance carriers to consent to such waiver and to waive all rights of subrogation against the City.

7. **HAZARDOUS MATERIALS.** Applicant, its successors and assigns, will not discharge, disperse, release, store, treat, generate, dispose of any pollutant or other toxic or hazardous substance, including any solid, liquid, gas, or thermal irritant or contaminant, acid, chemicals, or wastes onto Applicant's adjacent property, the Easement, or City Property adjacent to the Easement. For the purposes of this License, "Hazardous Substance" shall include, but not be limited to, substances defined as "Hazardous Substances," "Hazardous Materials", "Hazardous Waste," "Toxic Substances", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Section 9601 et seq., the Model Toxic Control Act of the State of Washington and all regulations adopted and publications promulgated pursuant to such laws, collectively "Environmental Laws". Applicant (hereafter the indemnifying party), its successors and assigns, shall indemnify and hold the City, its successors and assigns, harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses, and costs including, without limitation, reasonable attorney's fees, of any settlement or judgment and claim of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the City, its successors and assigns by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Substance (as defined herein) resulting from Applicant's use of the Easement, including, without limitation, any losses, liabilities (including strict liability), damage, injuries, expenses, and costs, including, without limitation, reasonable attorney's fees, of any settlement or judgment or claims asserted or arising under, as amended, the comprehensive Environmental Responses, compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, any so-called federal, state or local "Superfund" or "Superlien" statute, or any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability), or standards of conduct concerning any Hazardous Substance.

8. **HOMEOWNER COVENANTS, CONDITIONS, & RESTRICTIONS.** A set of covenants, conditions, and restrictions ("CC&Rs") shall be prepared for the Project, subject to the City's review and approval, and shall be recorded with the Spokane County Auditor's Office prior to recording the final plat and PUD for

the Project. The CC&Rs shall provide that the terms and conditions of this Agreement, including, without limitation, this Agreement's insurance and indemnification provisions, shall apply to the homeowners association for the Benefitted Property.

9. GOVERNMENTAL APPROVAL. Developer acknowledges that this agreement does not bind the City of Spokane until it has been approved by City Council ordinance and executed by the City.

10. NOTICES. Any notices required or permitted to be given shall be in writing and delivered either in person or by certified mail, return receipt requested, postage pre-paid, addressed as follows or such other address as may be designated by either party:

City: City of Spokane Parks Department
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Copy to: Office of the City Attorney
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Applicant: Yong Lewis
520 West Katelyn Lane
Spokane, WA 99224

Copy to: Michael J. Murphy
Groff Murphy, PLLC
300 East Pine Street
Seattle, WA 98122

11. GOVERNING LAW. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.

12. GENERAL PROVISIONS. Any provision of this Agreement which is declared invalid shall not invalidate the remaining provisions of this Agreement. The failure or delay of any party to this Agreement to declare any breach or default shall not waive such breach or default. This Agreement shall be binding on the heirs, successors and assigns of the Parties hereto. Time is of the essence of this Agreement.

13. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of

any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement. It is expressly agreed that there are no verbal understandings or agreement which in any way change the terms, covenants and conditions herein set forth. No modifications of this agreement and waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the Parties hereto.

In witness whereof, each party to this agreement has caused it to be executed at Spokane, Washington, on the date indicated below.

APPLICANT:

YONG LEWIS

Yong Lewis

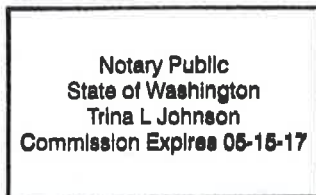
STATE OF WASHINGTON)

) ss.

County of Spokane)

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared YONG LEWIS, to me known to be or proved on the basis of satisfactory evidence to be the person that executed the foregoing instrument, and acknowledged that said instrument was his free and voluntary act and deed for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 20th day of May, 2013.



Trina L Johnson
Printed Name: Trina L Johnson
Notary Public in and for the State of
Washington, residing at Spokane
My Appointment Expires: 5-15-17

Exhibit "A"

Legal Description of Benefited Property

TRACT 5 OF FIRST ADDITION TO MARSHALL'S 10 ACRE TRACTS ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME "C" OF PLATS, PAGE 95, IN GOVERNMENT LOT 15, OF SECTION 5, TOWNSHIP 24 NORTH, RANGE 43 EAST, W.M., IN THE CITY OF SPOKANE, SPOKANE COUNTY WASHINGTON;

EXCEPT QUAIL RIDGE PUD, ACCORDING TO PLAT RECORDED IN VOLUME 17 OF PLAT, PAGE 3, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

Exhibit "B"

Legal Description of City Property

The W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 5 Township 24 Range 43

Parcel 34054.0012

Exhibit "C"

Exhibit 42

Exhibit C

EXHIBIT NO. 42



808 West Spokane Falls Boulevard
Seventh Floor - City Hall
Spokane, Washington 99201-3317
509-625-6200
www.spokaneparks.org

City of Spokane
Parks and Recreation
Department

Memorandum

To: Dave Compton
Greg Smith

From: Jacki Faight

Date: May 10, 2007

Re: Tuscan Ridge PUD Easement Considerations

RECEIVED
MAY 10 2007
HEARING EXAMINER

Dear Sirs:

Attached please find a copy of the Tuscan Ridge PUD Easement Considerations for your review.

Mike Stone would like you to know that the Spokane Parks Department is working with the Tuscan Ridge Developer to come to an agreement regarding the easement.

Should you have questions please do not hesitate to contact Mike at extension 6453.

Thank you,

Jacki Faight
Administrative Secretary
625-6203

723.

Exhibit C

Tuscan Ridge PUD Easement Considerations

- Survey and create permanent monuments identifying the existing property lines between Tuscan Ridge and Park property.
- Fence Tuscan Ridge property that is adjacent to Park Department Property. Fencing should be a simple wire fence designating the boundary and should also be posted with signage identifying the boundary.
- Tuscan Ridge will install fire hydrants along the boundary of park property for fire control. Hydrants will be supported by Tuscan Ridge and located Tuscan Ridge property.
- Tuscan Ridge will provide an identified public access and trail head at the top of their indicated entrance drive. Trail head will include pull off space for four cars, identity signage and be maintained by Tuscan Ridge.
- Tuscan Ridge will construct an access (gated road, keyed and control by the Park Department and the Sewer Maintenance Division of the City) trail adjacent to their property on Park property. Trail(s) will be constructed from engineered drawings including designed walls and soil retaining systems. Constructed trails will be six feet wide and all edges with falls deeper than three feet will be provided with a guard rail system. All constructed trails, walls and railing will be maintained and replaced by Tuscan Ridge. Trails will not be surfaced but constructed so to limit edge erosion and water damage.
- Tuscan Ridge will provide an initial directional sign system (mapping same) for the trail provided by Tuscan Ridge and extend the directional signage to the existing public trail system the area.
- All work, improvements and long term agreements will be described in a use agreement and attached to the recorded easement for construction and placement of the sewer line.
- All plans must be submitted for review and approval prior to construction. **Easement must be officially recorded prior to any and all improvements or construction on site.**
- All site damage related to sewer line construction will be restored.
- All damage from current encroachment on Park land by Tuscan Ridge development will be restored. **No future encroachment will be allowed.**
- 12. Construction and staging zone for sewer construction to be identified from center line of sewer at 20 feet wide.
- 13. All construction access other than sewer line installation to be provided across Tuscan Ridge property. The gated access road will not be used for access to Tuscan Ridge property for future construction.

Exhibit "D"

Legal Description of Easement

(A PORTION OF ASSESSOR'S TAX PARCEL NO. 34054.0012)

OFFSITE SANITARY SEWER EASEMENT

A NON-EXCLUSIVE EASEMENT FOR INGRESS & EGRESS AND FOR THE INSTALLATION, OPERATION, MAINTENANCE AND REPAIR OF A SANITARY SEWER LINE, AND APPURTENANCES THERETO, OVER, UNDER ACROSS AND THROUGH A STRIP OF LAND, 20 FEET IN WIDTH, SITUATED WITHIN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 24 NORTH, RANGE 43 EAST, W.M., CITY OF SPOKANE, IN SPOKANE COUNTY, WASHINGTON, THE SIDE LINES OF WHICH LIE 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A 1/2" REBAR WITH YELLOW PLASTIC CAP MARKING THE CENTER OF SAID SECTION 5 AS PER BOOK 30 OF SURVEYS, PAGE 77, RECORDS OF SPOKANE COUNTY, WASHINGTON; THENCE NORTH 89°26'01" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 381.12 FEET TO THE TRUE POINT OF BEGINNING OF SAID DESCRIBED CENTERLINE; THENCE SOUTH 00°19'16" WEST A DISTANCE OF 21.42 FEET; THENCE SOUTH 58°33'27" EAST A DISTANCE OF 111.11 FEET; THENCE SOUTH 16°06'38" WEST A DISTANCE OF 284.63 FEET; THENCE SOUTH 03°23'08" WEST A DISTANCE OF 189.74 FEET; THENCE SOUTH 19°12'22" WEST A DISTANCE OF 99.77 FEET; THENCE SOUTH 25°49'37" EAST A DISTANCE OF 48.08 FEET; THENCE SOUTH 59°44'59" EAST A DISTANCE OF 232.34 FEET; THENCE SOUTH 76°19'47" EAST A DISTANCE OF 39.12 FEET; THENCE NORTH 75°39'17" EAST A DISTANCE OF 39.96 FEET; THENCE NORTH 40°36'01" EAST A DISTANCE OF 113.58 FEET; THENCE SOUTH 49°17'27" EAST A DISTANCE OF 33.22 FEET; THENCE SOUTH 21°35'05" EAST A DISTANCE OF 120.67 FEET; THENCE SOUTH 32°51'27" EAST A DISTANCE OF 110.89 FEET; THENCE SOUTH 54°06'51" EAST A DISTANCE OF 159.84 FEET; THENCE SOUTH 01°46'49" WEST A DISTANCE OF 33.89 FEET TO THE TERMINUS OF SAID DESCRIBED CENTERLINE;

THE SIDE LINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED, AS THE CASE MAY REQUIRE, TO INTERSECT THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER.

Exhibit "E"

List of Approved Plans
City Project No. 2008053

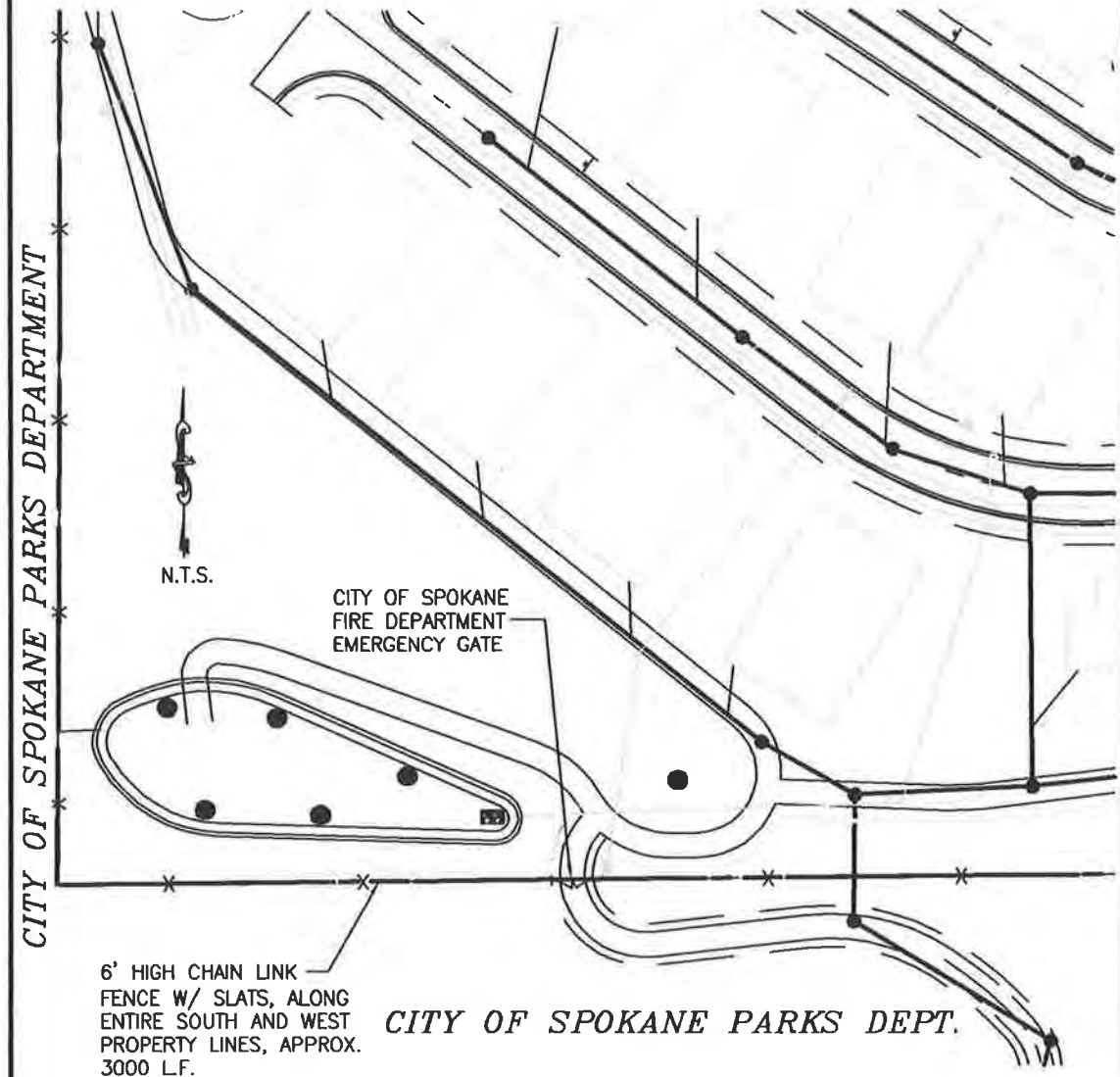
- Sheet 1, Sanitary Sewer Cover, 04-952-SS (3/2013)
 - Sheet 2, Sanitary Sewer 04-952-SS (3/2013)
 - Sheet 3, Sanitary Sewer 04-952-SS (3/2013)
 - Sheet 4, Sanitary Sewer 04-952-SS (3/2013)
 - Sheet 5, Sanitary Sewer 04-952-SS (3/2013)
 - Sheet 6, Sanitary Sewer 04-952-SS PROFILE OFF-SITE (3/2013)
 - Sheet 7, Sanitary Sewer 04-952-SS PROFILE OFF-SITE (3/2013)
-

Exhibit "F"

Fence Drawing

Exhibit F

TUSCAN RIDGE



HAHN
ENGINEERING, INC.
 806 E. HASTINGS DR.
 SPOKANE, WA. 99218
 PHONE: (509) 497-1888 FAX: (509) 497-8169
 www.hahnengr.com

DRAWN: DATE
 RGH 7-12-11
 DESIGNED:
 RGH 7-12-11
 APPROVED:
 RGH

TUSCAN RIDGE

FENCE DRAWING

FENCE
SHEET NO.
2
3

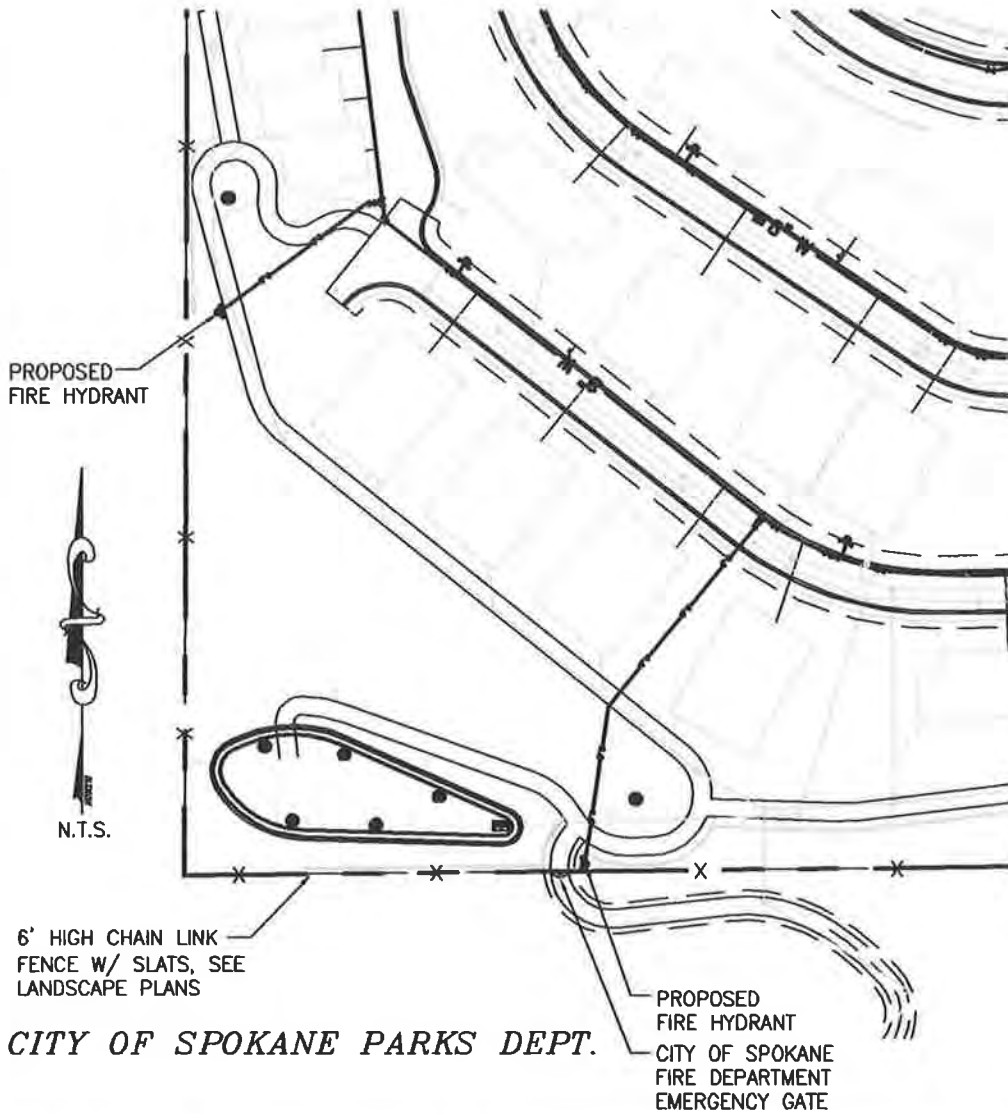
Exhibit "G"

Fire Hydrant Drawing

Exhibit G

TUSCAN RIDGE

CITY OF SPOKANE PARKS DEPARTMENT



CITY OF SPOKANE PARKS DEPT.

CAD FILE: 04-952

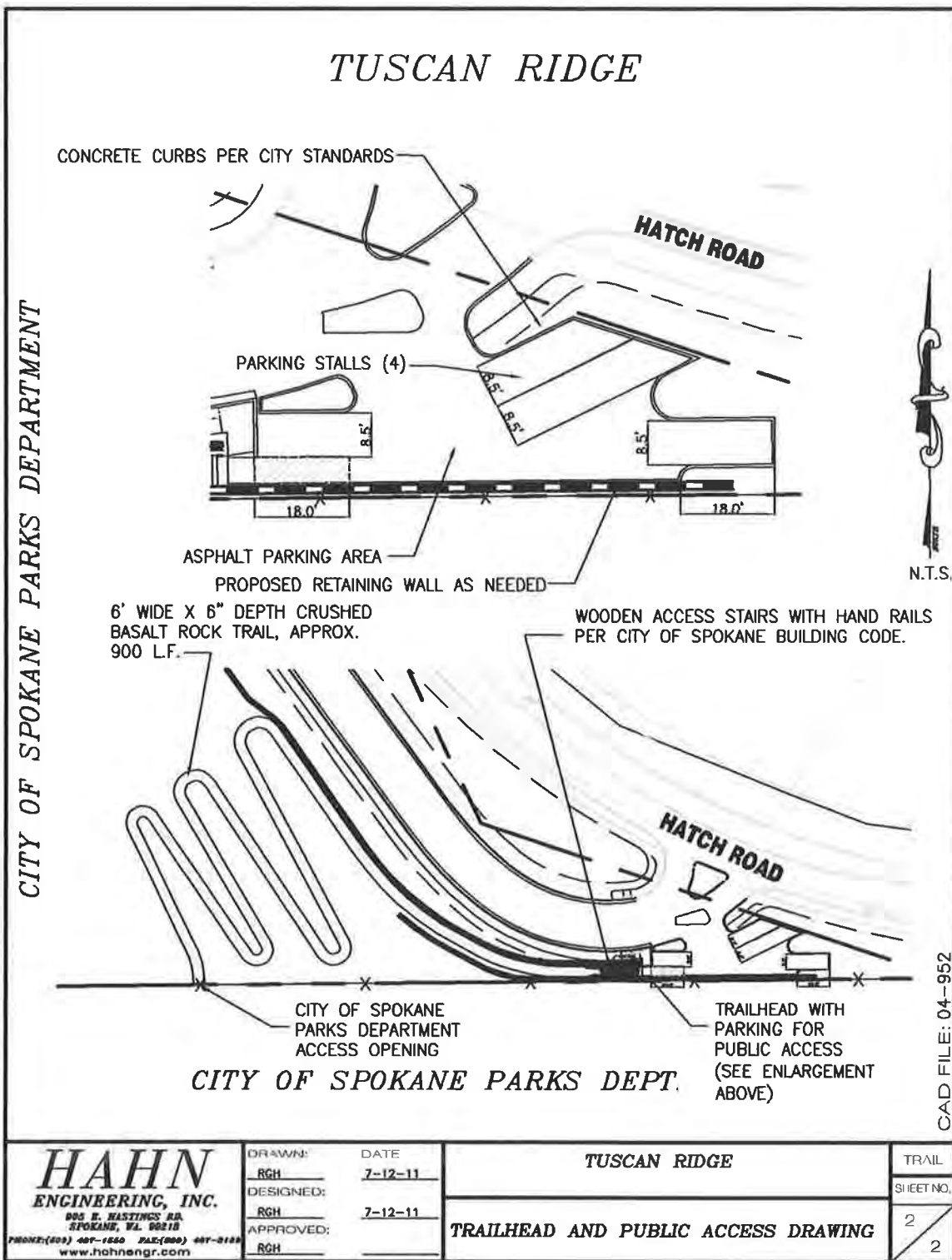
HAHN ENGINEERING, INC. <small>800 E. HASTINGS RD. SPOKANE, WA 99218 PHONE: (509) 497-1800 FAX: (509) 497-9199 www.hahnengr.com</small>	DRAWN: RGH	DATE: 7-12-11	TUSCAN RIDGE	WATER
	DESIGNED: RGH	7-12-11	FIRE HYDRANT DRAWING	SHEET NO. 2
APPROVED: RGH	_____	_____	_____	2

Exhibit "H"

Trailhead and Public Access Drawing

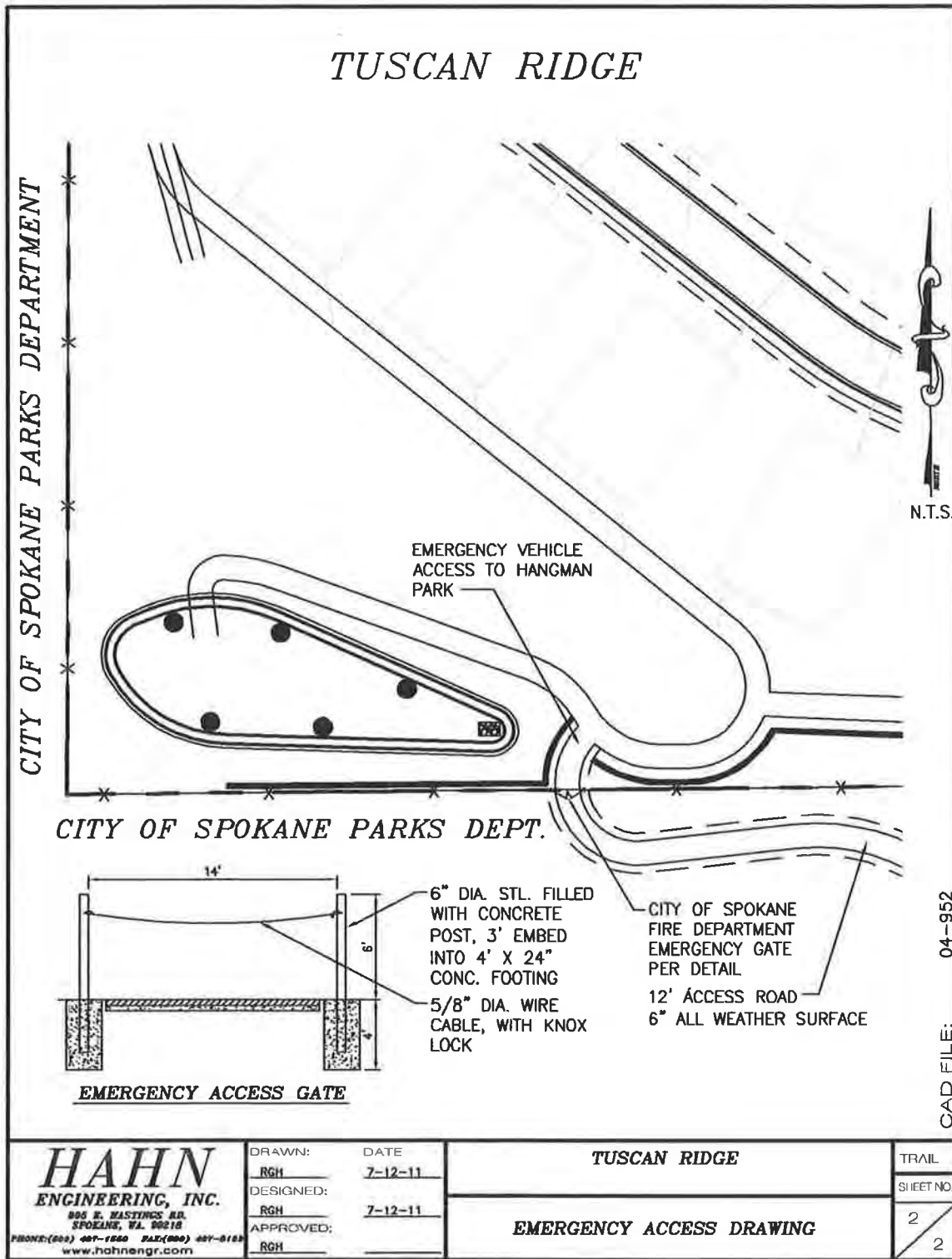
Exhibit H

TUSCAN RIDGE



HAHN ENGINEERING, INC. 895 E. HASTINGS RD. SPOKANE, WY. 83418 PHONE: (208) 487-1840 FAX: (208) 487-8188 www.hahnengr.com	DRAWN: RGH	DATE: 7-12-11	TUSCAN RIDGE	TRAIL
	DESIGNED: RGH	7-12-11	TRAILHEAD AND PUBLIC ACCESS DRAWING	SHEET NO. 2
	APPROVED: RGH			2

Exhibit I



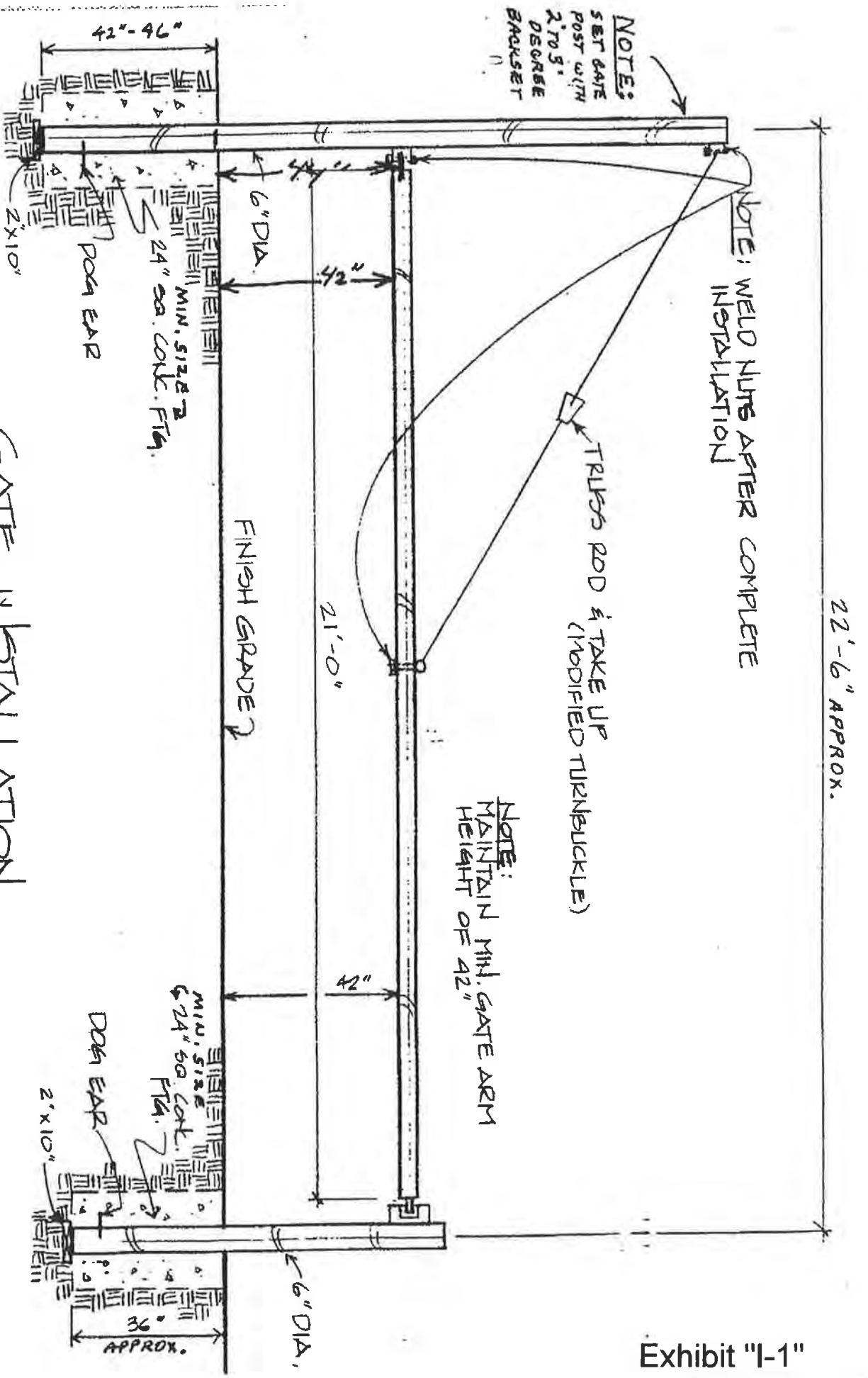
HAHN
ENGINEERING, INC.
805 N. HASTINGS BL.
SPOKANE, WA. 99218
PHONE: (509) 497-1550 FAX: (509) 497-0153
www.hahnengr.com

DRAWN: RGH DATE: 7-12-11
DESIGNED: RGH DATE: 7-12-11
APPROVED: _____
RGH

TUSCAN RIDGE

EMERGENCY ACCESS DRAWING

TRAIL	2
SHEET NO.	2



22'-6" APPROX.

Exhibit "I-1"

GATE INSTALLATION
 NORTHUP STEEL
 ROAD CLOSURE GATE
 MODEL #1

SCALE: 3/8" = 1'-0"

DATE: 12-7-93
 DESIGNED BY: P. C. O'NEILL



Agenda Sheet for City Council Meeting of:
07/08/2013

Date Rec'd	6/26/2013
Clerk's File #	ORD C35007
Renews #	
Cross Ref #	PRO 2011-0016
Project #	2011082
Bid #	
Requisition #	

Submitting Dept	HEARING EXAMINER
Contact Name/Phone	GARY NELSON 625-6678
Contact E-Mail	GNELSON@SPOKANECITY.ORG
Agenda Item Type	Final Reading Ordinance
Agenda Item Name	0570, LID 2011082 - FINAL ASSMT ROLL - 15TH AVENUE

Agenda Wording

Final Assessment Roll for street improvements in 15th Avenue from Chestnut Street to Inland Empire Way and 14th Avenue from Chestnut Street to Inland Empire Way.

Summary (Background)

On June 4, 2013, the Hearing Examiner held a public hearing on the above matter and at the request of Engineering Services the record remained open in order to allow time for negotiations with three property owners who had requested additional driveway modifications within this LID. Upon reaching an agreement with the property owners an adjusted Final Assessment Roll was received from Engineering Services on June 13, 2013, and the record was closed. . .

Fiscal Impact		Budget Account
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
Approvals		Council Notifications
Dept Head	MCGINN, BRIAN	Study Session
Division Director		Other
Finance	LESESNE, MICHELE	Distribution List
Legal	BURNS, BARBARA	sdecker@spokanecity.org
For the Mayor	SANDERS, THERESA	areid@spokanecity.org
Additional Approvals		rriedinger@spokanecity.org
Purchasing		pdolan@spokanecity.org
		htrautman@spokanecity.org
		cclark@spokanecity.org
		kmoat@spokanecity.org

ORDINANCE NO. C35007

An ordinance approving and confirming the assessments and assessment roll for **Local Improvement District No. 2011082 for Street Improvements of 15th Avenue from Chestnut Street to Inland Empire Way; 14th Avenue from Chestnut Street to Inland Empire Way**, and levying and assessing the amounts thereof, according to benefits, against the several lots, tracts and parcels of land and other property as shown on said roll; providing for the collection of said assessments and the issuance of local improvement installment notes or bonds to pay the cost and expense of said improvement; fixing the date of issue of said installment notes or bonds; and providing for delinquency penalties.

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. That the assessments and assessment roll of **Local Improvement District No. 2011082** as the same now stands, be and the same hereby are, in all things approved and confirmed.

Section 2. That each of the lots, tracts and parcels of land and other property shown upon said roll is hereby declared to be specially benefited by said improvement in at least the amount charged against the same, and that the assessment appearing against each lot, tract or parcel of land and other property is in proportion to the several assessments appearing upon said roll. There is hereby levied and assessed against each such lot, tract and parcel of land, and other property described in said roll, the amount finally charged against the same thereon.

Section 3. That the City Clerk is hereby directed to certify and transmit said assessment roll to the City Treasurer for collection pursuant to state law and the ordinances of the City of Spokane.

Section 4. That said assessments shall become due and payable on **September 15, 2013** and thereafter shall bear interest at an effective rate of three-fourths of one percent in excess of the rate at which installment notes or bonds may be sold as authorized in the next following section of this ordinance. All or any portion of any assessment may be paid without penalty or interest at any time before said date. Any portion of any assessment not paid as aforesaid shall be paid to the City Treasurer in **ten** equal annual installments, the first of which shall be due, payable and delinquent on **September 15, 2014** and on the same day in each year thereafter, together with interest thereon. All delinquent installments, consisting of principal and interest, shall bear interest at the aforesaid rate to the date of payment of foreclosure sale and, in addition, the total of the foregoing shall be subject to a penalty, the rate and calculation of which shall be as by general ordinance prescribed.

Section 5. That the **15th** day of **October, 2013** is hereby fixed as the date of issue of the installment notes or bonds required to be issued on account of said improvement; provided, a later date may be fixed by resolution of the City Council. No installment notes or bonds shall be issued in excess of the cost and expense of said improvement, or before the expiration of fifty (50) days from and after the date of the first publication of notice by the City Treasurer that said roll is in his/her hands for collection.

Section 6. The City Council hereby declares its official intent under Treasury Regulation Section 1.150-2 on behalf of the City to issue bonds to finance that portion of the improvements ordered by Section 1 of **Ordinance No. C34746**, that are to be paid from assessments. The Council reasonably expects that, (a) the City will reimburse expenditures for the improvements with proceeds of such bonds, and (b) the maximum principal amount of such bonds will be **\$98,256.50**.

Section 7. This ordinance shall take effect and be in force from and after its passage.

Passed the City Council _____.

Council President

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Mayor

Date

Effective Date

CITY OF SPOKANE HEARING EXAMINER

RE: Final Assessment Roll for street improvements in 15th Avenue from Chestnut Street to Inland Empire Way and 14th Avenue from Chestnut Street to Inland Empire Way.) FINDINGS, CONCLUSIONS, AND DECISION) LID #2011082

SUMMARY OF PROPOSAL AND DECISION

Project Description: This project resulted in street improvements in 15th Avenue from Chestnut Street to Inland Empire Way and 14th Avenue from Chestnut Street to Inland Empire Way. The purpose of the project is to provide neighborhood circulation, dust control, adequate storm drainage and improved quality of life within the assessment district. There are 20 parcels within the assessment district. There are no known opponents to this LID. The Zone Termini method of distributing the project costs has been used.

Decision: The final assessment roll is confirmed as modified.

FINDINGS OF FACT
BACKGROUND INFORMATION

Project Costs: The estimated net project cost is \$98,256.50 and breaks down as follows:

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
Additional Driveway Modifications	9,938.50
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	389,029.34
Supplemental Funding:	
Street Bond Block Grant	(23,424.02)
Water Construction Funds	(39,688.38)
Ten-Year Street Bond	(163,907.11)
Community Development Funds	(52,989.81)
Utility Special	<u>(10,763.52)</u>
Net Project Cost after Supplemental Funding	\$ 98,256.50

PROCEDURAL INFORMATION

Date of Ordering Ordinance: July 15, 2011

Date of Ordering Ordinance Publication: July 20, 2011

Hearing Date: June 4, 2013

Notices:

Mailed: May 10, 2013

Published: May 8 & 15, 2013

Information Meeting: May 23, 2013

Known Opponents: None

Testimony:

Michael Myers, Engineering Services
City of Spokane Engineering Services Dept.
808 West Spokane Falls Boulevard
Spokane, WA 99201

Exhibits:

1. Affidavit of Ordinance Publication and Ordinance establishing the Local Improvement District and ordering the construction of the improvements
2. Map of district
3. Engineer's certificate transmitting final assessment roll to the Hearing Examiner
4. Final assessment roll
5. Copy of mailed notice
6. Affidavit of mailing
7. Published notice and affidavit of publication
8. Engineering Services Department report
9. Informational meeting attendance roster

FINDINGS AND CONCLUSIONS

Local improvement districts finalized by a confirming ordinance are subject to Spokane Municipal Code Chapter 7.05 and may be approved only if they comply with the criteria set forth in SMC 7.05.500. The Hearing Examiner has reviewed the assessment roll and all of the evidence of record with regard to these criteria and makes the following Findings and Conclusions:

1. The assessment roll is correct.

The assessment roll is based on the total final cost of the project. The assessments against the individual properties were derived using the Zone Termini method of cost distribution. This is an acceptable method of making assessments against a parcel, and there is no evidence to indicate that it was done incorrectly for any of the parcels in the district.

2. All property in the local improvement district is specially benefited in an amount at least equal to the assessment.

As a result of the project improvements, all of the parcels in the district are benefited by improved local and emergency vehicle access, improved neighborhood circulation, dust control, improved sewer facilities and adequate drainage. As a general rule, property in an improvement district is presumed to benefit to the extent of the cost of making the improvements available to the property. No evidence was offered to rebut this presumption for any of the properties in the district.

At the request of Engineering Services the record remained open in order to allow time for negotiations with three property owners who had requested additional driveway modifications within this LID. Upon reaching an agreement with the property owners an adjusted Final Assessment Roll was received from Engineering Services on June 13, 2013, and the record was closed. The original net cost of the Final Assessment Roll totaled \$95,262.67; the adjusted Final Assessment Roll totals \$98,256.50 reflecting a net increase of \$2,993.83. The increase was distributed to the three parcels who benefited from the additional modifications and breaks down as follows: Parcel 25251.0509 increase of \$611.11; parcel 25251.0602 increase of \$658.47; and parcel 25251.0616 increase of \$1,724.25 totaling a net increase of \$2,993.83.

3. All property in the local improvement district has been assessed proportionally to all other property in the district.

Assessments in the district were calculated using a zone termini method. This method uses lot area and distance from the improvements to derive assessments. The assessments in this case should, therefore, be proportional. Further, the zone termini method is a method recognized in the Revised Code of Washington as an acceptable method for calculating assessments. It may, therefore, be presumed that using such a method will result in assessments consistent with the requirements of the Revised Code of Washington and Washington Case Law that assessments be proportional.

4. All procedures set forth in RCW 35.44 and SMC 7.05 have been followed.

The hearing was held pursuant to a direction by the City Council on the date, at the time, and at the place directed. RCW 35.44 and SMC 7.05 require notices to be mailed to owners of record in the district at least 15 days in advance of the hearing. They require notices to be published for two consecutive weeks in a newspaper of general circulation with the last publication date being at least 15 days in advance of the hearing. The hearing was held on June 4, 2013. The notices were mailed on May 10, 2013, and published in the *Official Gazette* on May 8th and 15, 2013. Both the written and published notices contained all of the information required by RCW 35.44 and SMC 7.05.

DECISION

Based on the Findings and Conclusions above, it is the decision of the Hearing Examiner to confirm the final assessment roll as presented.

DATED this 13th day of June 2013.



Brian T. McGinn
City of Spokane Hearing Examiner

AFFIDAVIT OF PUBLICATION

EXHIBIT NO. 1

STATE OF WASHINGTON) SS
COUNTY OF SPOKANE)
CITY OF SPOKANE)

I, TERRI L. PFISTER, CITY CLERK of Spokane, Washington, and ex-officio editor of the *Official Gazette*, a paper published weekly by the City of Spokane, Washington, do hereby certify that the ORDINANCE attached hereto and which is hereby made a part of this proof of publication was published in said paper to wit:

On the 20th day of July 2011, and that said ORDINANCE was published in every copy of the said paper of said date.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City of Spokane this 11th day of October 2011.

TERRI L. PFISTER
City Clerk
City of Spokane, Washington



(See Attached for Remainder of Affidavit)

ORDINANCE NO. C34746

An ordinance ordering the Street Improvements of 15th Avenue from Chestnut Street to Inland Empire Way; 14th Avenue from Chestnut Street to Inland Empire Way, establishing a local improvement district and creating a local improvement fund therefore, directing the levy of special assessments and providing a method of financing to pay the cost and expense of said improvement.

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. That Street Improvements of 15th Avenue from Chestnut Street to Inland Empire Way; 14th Avenue from Chestnut Street to Inland Empire Way be improved by the paving of the same, and that such other work be done as may be necessary in connection therewith, according to the maps, plans, drawings and specifications prepared by the

Engineering Services Director of said City, and on file in the Office of the said Engineering Services Director, which said maps, plans, drawings and specifications are hereby approved and adopted.

Section 2. That the cost of said improvement, including all the necessary and incidental expenses, shall be borne by and assessed against the property included in the local improvement district hereinafter established and described and in accordance with law. The City of Spokane shall not be liable in any manner for any portion of the cost or expense of said improvement, except as may be herein provided.

Section 3. That there is hereby established a local improvement district to be known as "**Local Improvement District No. 2011082 for Street Improvements of 15th Avenue from Chestnut Street to Inland Empire Way; 14th Avenue from Chestnut Street to Inland Empire Way,**" which said district embraces as nearly as practicable all of the lots, tracts and parcels of land and other property specially benefited by the said improvement, and described as follows:

<u>LOTS</u>	<u>BLOCK</u>	<u>ADDITION</u>
4-8	2	Glendale
1-14 (and vacated strip)	5	Cannon Hill
1-9 (and vacated strip)	6	Cannon Hill

Situated in the NE Quarter of Section 25, Township 25, Range 42 East of the Willamette Meridian.

Section 4. That the sum charged against any lot, tract and parcel of land or other property in said district may be paid during the thirty (30) day period allowed for the payment of assessments without penalty, interest, or cost, and that thereafter the sum remaining unpaid may be paid in equal annual installments bearing interest at such rate or rates as authorized by the City Council, in accordance with state law and the charter and ordinances of the City of Spokane. All of which said lots, tracts and parcels of land or other property in said district are specially benefited by said improvement.

For the purpose of this improvement there is hereby created a special fund for the cost and expense of the said improvement to be designated as, "Local Improvement District No. 2011082 for Street Improvements of 15th Avenue from Chestnut Street to Inland Empire Way; 14th Avenue from Chestnut Street to Inland Empire Way," into which shall be paid the special assessments hereby authorized when collected as provided by law. The said fund shall be used for no other purpose than the redemption of warrants drawn upon and bonds issued against the fund to provide for the cost and expense of the improvement, or installment notes for same.

Section 5. That for the purpose of paying the cost and expense of said improvement there shall be issued by the City of Spokane local improvement bonds, installment notes, or warrants, said bonds, installment notes, or warrants to bear interest at such rate or rates as authorized by the City Council. Said bonds, installment notes, or warrants shall be redeemable only out of the local improvement fund created by this ordinance. In case said improvement is made by contract, said bonds, installment notes, or warrants shall be delivered to the contractor in payment of the contract price, or, the City may, at its election, sell said bonds, installment notes, or warrants and make payment in cash. If provision is made in said contract for progress payments to be made upon estimates, local improvement warrants shall be issued upon the local improvement fund created herein for the purpose of making such progress payments. The improvement bonds herein provided for may be sold by the Treasurer of the City of Spokane at public or private sale at not less than their par value and accrued interest. In such event, the proceeds thereof shall be applied in payment of the cost and expense of the improvement. No bonds shall be issued in excess of the cost of the improvement, nor shall they be issued prior to twenty (20) days after the thirty (30) days allowed for the payment of assessments without penalty, interest, or cost.

Section 6. The City Administrator is hereby directed to advertise for bids for making said improvement, reserving to the City the right to reject any and all bids. In case a satisfactory bid is received and accepted, the contract for said improvement shall provide that the same shall be completed in all things in accordance with the maps, plans, drawings and specifications for said improvement herein referred to, and shall also provide that the contractor making the improvement shall accept the bonds or warrants herein provided for at par and accrued interest in payment of the contract price for such work, to the extent of such bond or warrant issue, if the City shall so elect. In case no satisfactory bid is received, as in RCW 35.43.190 set forth, said improvement may be made by the City and payment therefore shall be made as otherwise provided herein.

Section 7. No bid, acceptance of any bid, or contract relating to said improvement shall be binding upon the City until the assessments herein provided for shall be confirmed by ordinance. The City shall not be under any obligation or duty to confirm any assessment or assessment roll and, if for any reason the same be not confirmed, the bid, acceptance of bid, or contract shall be of no force or effect. The City shall not be liable or responsible in any manner, except to account for the local improvement bonds and fund herein provided for, and except as to the guaranty fund provided for in Ordinance No. C4155. Bondholders' remedy in case of nonpayment shall be confined to enforcement of the special assessments made for the improvement and to the guaranty fund.

Section 8. This ordinance shall take effect immediately after its passage.

PASSED the City Council July 11, 2011.

(Delivered to the Mayor on the 13th of July, 2011)

ORDINANCE NO. C34746

An ordinance ordering the **Street Improvements of 15th Avenue from Chestnut Street to Inland Empire Way; 14th Avenue from Chestnut Street to Inland Empire Way**, establishing a local improvement district and creating a local improvement fund therefore, directing the levy of special assessments and providing a method of financing to pay the cost and expense of said improvement.

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. That **Street Improvements of 15th Avenue from Chestnut Street to Inland Empire Way; 14th Avenue from Chestnut Street to Inland Empire Way** be improved by the **paving of the same**, and that such other work be done as may be necessary in connection therewith, according to the maps, plans, drawings and specifications prepared by the Engineering Services Director of said City, and on file in the Office of the said Engineering Services Director, which said maps, plans, drawings and specifications are hereby approved and adopted.

Section 2. That the cost of said improvement, including all the necessary and incidental expenses, shall be borne by and assessed against the property included in the local improvement district hereinafter established and described and in accordance with law. The City of Spokane shall not be liable in any manner for any portion of the cost or expense of said improvement, except as may be herein provided.

Section 3. That there is hereby established a local improvement district to be known as **"Local Improvement District No. 2011082 for Street Improvements of 15th Avenue from Chestnut Street to Inland Empire Way; 14th Avenue from Chestnut Street to Inland Empire Way,"** which said district embraces as nearly as practicable all of the lots, tracts and parcels of land and other property specially benefited by the said improvement, and described as follows:

<u>LOTS</u>	<u>BLOCK</u>	<u>ADDITION</u>
4-8	2	Glendale
1-14 (and vacated strip)	5	Cannon Hill
1-9 (and vacated strip)	6	Cannon Hill

Situated in the NE Quarter of Section 25, Township 25, Range 42 East of the Willamette Meridian.

Section 4. That the sum charged against any lot, tract and parcel of land or other property in said district may be paid during the thirty (30) day period allowed for the payment of assessments without penalty, interest, or cost, and that thereafter

the sum remaining unpaid may be paid in equal annual installments bearing interest at such rate or rates as authorized by the City Council, in accordance with state law and the charter and ordinances of the City of Spokane. All of which said lots, tracts and parcels of land or other property in said district are specially benefited by said improvement.

For the purpose of this improvement there is hereby created a special fund for the cost and expense of the said improvement to be designated as, "**Local Improvement District No. 2011082 for Street Improvements of 15th Avenue from Chestnut Street to Inland Empire Way; 14th Avenue from Chestnut Street to Inland Empire Way,**" into which shall be paid the special assessments hereby authorized when collected as provided by law. The said fund shall be used for no other purpose than the redemption of warrants drawn upon and bonds issued against the fund to provide for the cost and expense of the improvement, or installment notes for same.

Section 5. That for the purpose of paying the cost and expense of said improvement there shall be issued by the City of Spokane local improvement bonds, installment notes, or warrants, said bonds, installment notes, or warrants to bear interest at such rate or rates as authorized by the City Council. Said bonds, installment notes, or warrants shall be redeemable only out of the local improvement fund created by this ordinance. In case said improvement is made by contract, said bonds, installment notes, or warrants shall be delivered to the contractor in payment of the contract price, or, the City may, at its election, sell said bonds, installment notes, or warrants and make payment in cash. If provision is made in said contract for progress payments to be made upon estimates, local improvement warrants shall be issued upon the local improvement fund created herein for the purpose of making such progress payments. The improvement bonds herein provided for may be sold by the Treasurer of the City of Spokane at public or private sale at not less than their par value and accrued interest. In such event, the proceeds thereof shall be applied in payment of the cost and expense of the improvement. No bonds shall be issued in excess of the cost of the improvement, nor shall they be issued prior to twenty (20) days after the thirty (30) days allowed for the payment of assessments without penalty, interest, or cost.

Section 6. The City Administrator is hereby directed to advertise for bids for making said improvement, reserving to the City the right to reject any and all bids. In case a satisfactory bid is received and accepted, the contract for said improvement shall provide that the same shall be completed in all things in accordance with the maps, plans, drawings and specifications for said improvement herein referred to, and shall also provide that the contractor making the improvement shall accept the bonds or warrants herein provided for at par and accrued interest in payment of the contract price for such work, to the extent of such bond or warrant issue, if the City shall so elect. In case no satisfactory bid is received, as in RCW 35.43.190 set forth,

said improvement may be made by the City and payment therefore shall be made as otherwise provided herein.

Section 7. No bid, acceptance of any bid, or contract relating to said improvement shall be binding upon the City until the assessments herein provided for shall be confirmed by ordinance. The City shall not be under any obligation or duty to confirm any assessment or assessment roll and, if for any reason the same be not confirmed, the bid, acceptance of bid, or contract shall be of no force or effect. The City shall not be liable or responsible in any manner, except to account for the local improvement bonds and fund herein provided for, and except as to the guaranty fund provided for in Ordinance No. C4155. Bondholders' remedy in case of nonpayment shall be confined to enforcement of the special assessments made for the improvement and to the guaranty fund.

Section 8. This ordinance shall take effect immediately after its passage.

PASSED the City Council JUL 11 2011.

Alexander Joe Hogan, Jr.
Council President

Attest: Leri H. [Signature]
City Clerk

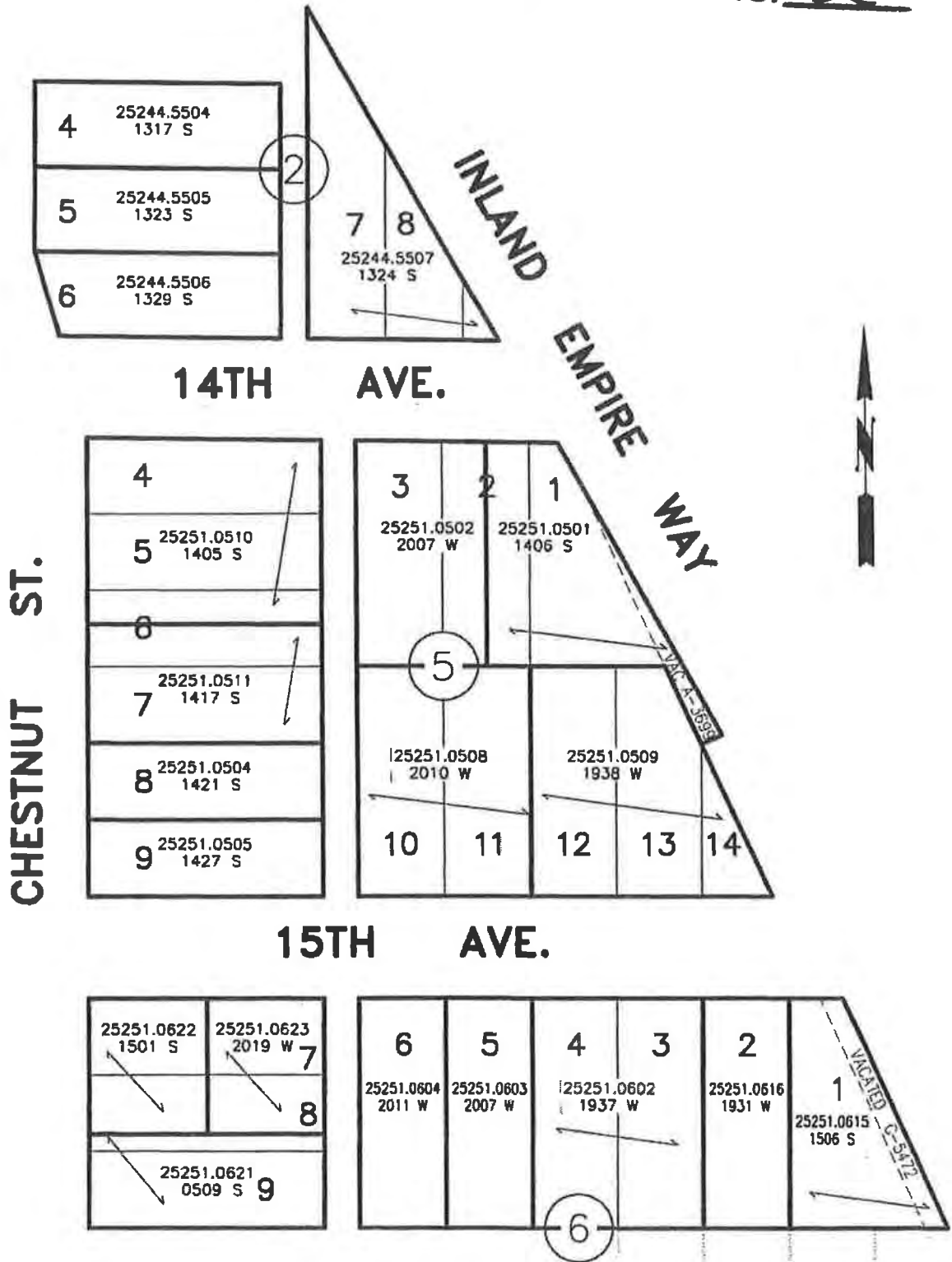


Approved as to form:
[Signature]
Assistant City Attorney

Man B. Vinner
Mayor

07/15/2011
Date

07.15.2011
Effective Date



DISTRICT MAP

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



DEPARTMENT OF
ENGINEERING SERVICES
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3343
509.625.6700
FAX 509.625.6349/509.625.6124
Spokaneengineering.org

EXHIBIT NO. 3

ENGINEER'S CERTIFICATE

Hearing Examiner
City of Spokane, Washington

Complying with Ordinance Number C-34746, creating Local Improvement District Number 2011082, I have prepared the following assessment roll in accordance with Ordinance Number C-138, and RCW 35.43 et seq and RCW 35.44 et seq. The actual cost of said improvement in the sum of Ninety-five Thousand, Two Hundred, Sixty-two & sixty-seven/100 Dollars (\$95,262.67) and that the same amount has been equitably apportioned in the attached roll to the property therein described according to the special benefits resulting from said improvements to each lot, tract, parcel or portion thereof, as set opposite each of the tracts respectively in the column marked "Amount of Assessment", certifying that this assessment roll, consisting of five (5) sheets, is a true and correct assessment roll of the aforesaid improvement.

I herewith transmit this roll to you, through the office of City Clerk, for equalization and confirmation.

Sincerely,

A handwritten signature in black ink, appearing to read "Kyle Twohig".

Kyle Twohig
Engineering Operations Manager

Dated: May 10, 2013

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
ADDITIONAL DRIVEWAY MODIFICATIONS	9,938.50
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	\$ 389,029.34
SUPPLEMENTAL FUNDING:	
STREET BOND BLOCK GRANT	23,424.02
WATER CONSTRUCTION FUNDS	39,688.38
10 - YEAR STREET BOND*	163,907.11
COMMUNITY DEVELOPMENT FUNDS	52,989.81
UTILITY SPECIAL	<u>10,763.52</u>
NET PROJECT COST AFTER SUPPLEMENTAL FUNDING	\$ 98,256.50

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	GLENDALD 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	GLENDALD 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	GLENDALD 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 445.80 DRIVEWAY 142.14	6,810.03

4	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24524-5507 / 25244.5507	GLENDALD 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 131.45 DRIVEWAY 105.44	6,810.86

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 CHESTNUT STREET TO INLAND EMPIRE WAY; 14TH AVENUE FROM CHESTNUT STREET TO INLAND EMPIRE WAY

L1 EXC HWY

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
HEIN, TIMOTHY T W 2114 13TH SPOKANE WA 99224	HEIN, TIMOTHY T W 2114 13TH SPOKANE WA 99224	5,214.19	ASPHALT REPAIR 4,273.92 DRIVEWAY 121.48	9,609.59

6	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	25521-0502 / 25251.0502	CANNON HILL ADD W1/2 OF L2;ALL OF L3 B5	W 2007 14TH AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
HEIN, TIMOTHY T W 2114 13TH SPOKANE WA 99224	HEIN, TIMOTHY T W 2114 13TH SPOKANE WA 99224	5,786.59	CSBC TRANSITION 80.40 DRIVEWAY 153.53	6,020.52

7	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	25521-0504 / 25251.0504	CANNON HILL ADD L8 B5	S 1421 CHESTNUT ST	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
HOVDE, STEPHEN A E 102 BALDWIN AVE SPOKANE WA 99207	HOVDE, STEPHEN A E 102 BALDWIN AVE SPOKANE WA 99207	3,299.64		3,299.64

8	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	25521-0505 / 25251.0505	CANNON HILL ADD L9 B5	S 1427 CHESTNUT ST	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
HOVDE, STEPHEN A E 102 BALDWIN AVE SPOKANE WA 99207	HOVDE, STEPHEN A E 102 BALDWIN AVE SPOKANE WA 99207	4,691.29		4,691.29

9	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	25521-0508 / 25251.0508	CANNON HILL ADD LOTS 10-11 B5	W 2010 15TH AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
PASCUA, SHEILA 16145 167TH AVE	PASCUA, SHEILA 16145 167TH AVE	7,746.60	CSBC TRANSITION 29.01	9,924.70

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			
SE		SE		DRIVEWAY	120.63
RENTON WA	98058	RENTON WA	98058	WATER SERVICE	2,028.46
10	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN	
	25521-0509 / 25251.0509	CANNON HILL ADD LOTS 12 & 13 B5 & UNNUMBERED TR E OF & ADJAL SO WLY 1/2 OF VAC STP E OF & ADJ EXC PTN CONV TO C ITY BYDOC 269143A	W 1938 15TH AV	Y	
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT	
RIES, EDWARD C W 1938 15TH AVE SPOKANE WA 99224	RIES, EDWARD C W 1938 15TH AVE SPOKANE WA 99224	9,289.63	CONC TRANSITION CSBC TRANSITION DRIVEWAY	10,223.15* 41.29 31.46 249.66	
11	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN	
	25521-0510 / 25251.0510	CANNON HILL ADD ALL LTS 4&5 & N20' OF LT 6 BLK 5	S 1405 CHESTNUT ST	Y	
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT	
SCHAK, DAVID/ALEXANDER, MARY S 1405 CHESTNUT ST SPOKANE WA 99224-4211USA	SCHAK, DAVID/ALEXANDER, MARY S 1405 CHESTNUT ST SPOKANE WA 99224-4211USA	2,458.17		2,458.17	
12	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN	
	25521-0511 / 25251.0511	CANNON HILL ADD S25' OF LT 6 & ALL LT 7 BLK 5	S 1417 CHESTNUT ST	N	
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT	
TREECRAFT, DANDELION B W 1203 16TH AVE SPOKANE WA 99203-	TREECRAFT, DANDELION B W 1203 16TH AVE SPOKANE WA 99203-	1,870.22		1,870.22	
13	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN	
	25521-0602 / 25251.0602	CANNON HILL ADD LT 3 AND 4 BLK 6	W 1937 15TH AV	Y	
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT	
BUTLER, DARLENE D/MILLER, KIRK W 1937 15TH AVE SPOKANE WA 99224 USA	BUTLER, DARLENE D/MILLER, KIRK W 1937 15TH AVE SPOKANE WA 99224 USA	1,936.33	CSBC TRANSITION DRIVEWAY WATER SERVICE	2,926.55* 32.95 45.24 253.56	

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 45.49 DRIVEWAY 83.94	4,002.10

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 87.39 DRIVEWAY 105.71	5,790.02*

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

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

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

May 10, 2013

File Number: 2011082
Parcel Number: «Parcel_1»

Assessment: \$ «Assessment»



DEPARTMENT OF
ENGINEERING SERVICES
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3343
509.625.6700
FAX 509.625.6349/509.625.6124
Spokaneengineering.org

EXHIBIT NO. 5

«Name»
«Address1»
«Address2»

RE: Assessment and Hearing for Street Improvements of 15th Avenue from Chestnut Street to Inland Empire Way; 14th Avenue from Chestnut Street to Inland Empire Way

Dear «Name»:

The above project has been completed, and a description of the assessment district is attached. The City proposes to assess your property in the amount shown in the upper left hand corner of this letter. In order to provide an opportunity for you to become better informed and to answer questions concerning the project and your assessment, a meeting will be held by the Department of Engineering Services on May 23, 2013, at 3:30 P.M., in the Conference Room 2A, 2nd Floor of the Spokane City Hall. This is an informal meeting intended to address questions or concerns that you may have. If you are unable to attend this meeting, you may contact me for information at the number shown below.

In compliance with the Statutes of the State of Washington, a hearing will be held before the City Hearing Examiner in Conference Room 2B, 2nd Floor of the City Hall, 808 West Spokane Falls Boulevard, at 3:30 P.M., on June 4, 2013. This hearing is to correct any irregularities or errors that may have occurred in assessing your property; it is not for the purpose of discussing the advisability of the project. The decision to create this Assessment District was made at a previous hearing and construction of this project is now completed. The Hearing Examiner will sit as a board of equalization for the purpose of considering the assessment roll. This will be the only hearing held on the assessments for this project.

Persons objecting to this assessment roll must submit written objections that comply with the requirements of Spokane Municipal Code (SMC) 7.05.480 to the Director of Engineering Services by the date and time scheduled for the hearing. Only persons who have submitted such written objections will be permitted to testify at the hearing. To be considered, written objections must contain the nature of the objection, the evidence to be presented in support of the objection, and the witnesses to be called to testify in support of the objection. The Hearing Examiner will consider the objections made and may correct, revise, raise, lower, change, or modify the roll or any part thereof, or set aside the roll and order the assessments to be made anew.

The decision of the Hearing Examiner will be final unless appealed to the City Council. The decision of the Hearing Examiner may only be appealed by persons who have submitted written objections that comply with the requirements stated in this letter. All appeals must comply with the requirements of SMC Section 7.05.540. Copies of the Spokane Municipal Code can be obtained through the City's website at www.spokanecity.org, or by contacting this office.

In Summary - Dates to Note:

May 23, 2013 at 3:30 P.M.
June 3, 2013
June 4, 2013 at 3:30 P.M.

Informational Meeting
Written objections due before the hearing
Hearing

The costs for the improvement are as follows:

Contract value	\$ 245,805.72
Sales Tax	3,911.78
Design & Inspection Expense	78,457.17
City Clerk's Expense	256.59
Treasurer's Expense	2,230.00
Accounting Expense	2,387.62
Interest	4,005.77
Bonds Cost	150.00
Legal Expense	1,428.92
Geotech Analysis	13,010.05
Postal Curb Box Units	1,233.75
Fire Hydrants	10,626.71
Tree Related Expense	<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>
Total Supplemental Funding	\$283,828.17

Net Project Assessment \$ 95,262.67

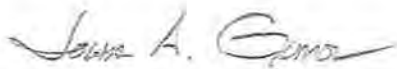
Please note your assessment amount in the upper left hand corner of page one.

Approximately thirty days before the due date of the assessment, the City Treasurer will send a statement showing the amount of the assessment. All or any part of the assessment may be paid without interest before the date shown on the statement. After the date shown on the statement, the balance will be divided over ten years with ten annual installments with interest computed each year on the unpaid balance.

Funding assistance may pay 50, 75, or 100% of your assessment. In order to qualify for assistance, please review the enclosed application. If your income level and family size are within the limits, fill out the application and return it to the Department of Engineering Services at the address shown. Along with your application form, please include a copy of your 2012 Federal Income Tax Return. **Please note, if you have previously been approved for assistance you do not need to apply again. However, if your income has been reduced as of 2012 or your family size increased, you may now qualify for assistance. Please review the application carefully to determine whether to reapply. This application must be submitted to our office by June 3, 2013.**

If you desire any additional information, please contact me in the Department of Engineering Services at 625-6700, or at the address above.

Sincerely,



For Michael Myers
L.I.D. Coordinator

Attachment: District Description
Affadavit

ASSESSMENT DISTRICT DESCRIPTION

PROJECT NO. 2011082

Description of the assessment district for:

**Street Improvements of 15th Ave from Chestnut St to Inland Empire Way and
14th Ave from Chestnut to Inland Empire Way**

All that property described as follows:

<u>LOTS</u>	<u>BLOCK</u>	<u>ADDITION</u>
4-8	2	Glendale
1-14 (and vacated strip)	5	Cannon Hill
1-9 (and vacated strip)	6	Cannon Hill

Situated in the NE Quarter of Section 25, Township 25, Range 42 East of the Willamette Meridian.

End of Description.

By: SRM

Date: May 3, 2011

STREET BOND LID FUNDING

Project 2011082

THIS APPLICATION MAY REDUCE YOUR COST **PROVIDED** YOU QUALIFY FOR ASSISTANCE. ASSISTANCE IS AVAILABLE ON A **FIRST-COME, FIRST-SERVED** BASIS, ACCORDING TO THE DATE THE APPLICATION IS RECEIVED IN THE ENGINEERING SERVICES DEPARTMENT.

APPLICATION FOR LOCAL IMPROVEMENT DISTRICT (LID) FINANCIAL ASSISTANCE

The City of Spokane's Street Bond LID Program may pay 100%, 75%, or 50% of the LID assessment for street improvements for residential property owners who occupy their residence within the Local Improvement District. Owners must have low and moderate incomes and have non-income producing assets that **do not** exceed \$35,000.00. Your personal residence is excluded from the \$35,000.00 asset limit.

The amount of assistance depends on family size, gross annual income and assets. If your income is less than Line A of the chart below, you may receive 100% assistance. If your income is between Line A and B, you may receive 75% assistance. If your income is between Line B and C, you may receive 50% assistance. At any level of assistance, your assets that do not produce income may not exceed \$35,000.00 (personal residence excluded).

GROSS ANNUAL INCOME LIMIT BY NUMBER OF PERSONS IN FAMILY

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9+</u>
A	100%	22,050	25,200	28,350	31,450	34,000	36,500	39,000	41,550	44,000
B	75%	28,650	32,725	36,825	40,875	44,175	47,425	50,700	53,975	57,250
C	50%	35,250	40,250	45,300	50,300	54,350	58,350	62,400	66,400	70,400

If you think you qualify for this assistance, COMPLETE BOTH SIDES OF THIS FORM. BE SURE TO SIGN AND DATE THE FORM AND RETURN IT ALONG WITH A COMPLETE COPY OF YOUR 2012 FEDERAL TAX RETURN, YOUR W2 FORM(S), SOCIAL SECURITY BENEFIT LETTER, 2012 DSHS AWARD LETTER (IF APPLICABLE), AND ANY OTHER APPLICABLE DOCUMENTS SHOWING INCOME TO THE DEPARTMENT OF ENGINEERING SERVICES, 808 West Spokane Falls Boulevard, Spokane, WA 99201-3343.

=====

Name (Owner/Purchaser) _____ Phone _____

Address of Property _____ Lot _____ Block _____ Addition _____

Mailing Address _____ Zip Code _____

Date of Birth _____ Family Size (include yourself) _____

Employer _____ Employer's Address _____

Position _____ Years of Service _____

The following information is not required and is voluntary:

Is anyone in your household handicapped? Yes _____ No _____

Indicate number of persons in your household by Ethnic Origin (include yourself).

ETHNICITY:	RACE:	RACE (continued):
Hispanic or Latino	White	American Indian/Alaskan Native & White
Not Hispanic or Latino	Black/African American	Asian & White
	Asian	Black/African American & White
	American Indian/Alaskan Native	American Indian/Alaskan Native & Black/African American
	Native Hawaiian/Other Pacific Islander	Other

GROSS HOUSEHOLD INCOME FOR 2012

ASSETS: List all current assets with over \$1,000.00 value:

From all sources of income:

Salary/Wage \$ _____

Social Security \$ _____

Retirement/Pension \$ _____

Veteran Pension \$ _____

Public Assistance \$ _____

Investments \$ _____

Interest \$ _____

Rent \$ _____

Other - List other sources of income:

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL INCOME \$ _____

Cash \$ _____
(Including checking & savings)

Tax Assessed Value of:

Real Estate:

Personal residence \$ _____

Other Real Estate \$ _____

Automobile Value \$ _____

Boat Value \$ _____

Stock and Bonds \$ _____

Savings Certificates \$ _____

Other - List other assets you own:

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL ASSETS \$ _____

I believe that I, _____ (print name) am eligible for financial assistance under the Street Bond LID Program and hereby request 50%, 75%, 100% (circle one) assistance should I qualify on the basis of gross household income and total assets. I understand this assistance will be provided on a FIRST-COME, FIRST-SERVED basis, as long as funds are available; and only to those persons who have been approved on the basis of this application and are the owners/purchasers and occupants of the residential property. Furthermore, I hereby certify, under penalty of perjury, that the above information is true and correct as of this date, to the best of my knowledge. I further authorize the City of Spokane or its authorized representative to have access to any and all financial records, in addition to my submitted Federal Tax Returns, for the purpose of verifying my/our annual income and assets for the year of 2012 (last full year). Please have all owners and applicant(s) requesting assistance sign and date.

Signed

Signed

Date

Date

IF YOU HAVE ANY QUESTIONS, CALL THE DEPARTMENT OF ENGINEERING SERVICES AT 625-6700.

For Community Development Use Only

Approved for Assistance: Yes/No _____%

Director of Community, Housing & Human Services

Date



DEPARTMENT OF
ENGINEERING SERVICES
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3343
509.625.6700
FAX 509.625.6349/509.625.6124
Spokaneengineering.org

EXHIBIT NO. 6

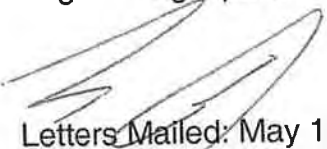
CONFIRMATION
LOCAL IMPROVEMENT DISTRICT
CERTIFICATE OF MAILING

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

2011082

I, Kyle Twohig, Engineering Operations Manager, Department of Engineering Services hereby certify that written notices of the hearing before the Hearing Examiner were mailed under my direction to all owners or reputed owners of the property at the time and in the manner prescribed by law, and that said notices were mailed to such owners or reputed owners more than fifteen days before the date set for the hearing.

Kyle Twohig
Engineering Operations Manager


Letters Mailed: May 10, 2013

Confirmation Hearing: June 4, 2013

PMT/sh

\\projects\2011082\confirmation mail crt.doc

AFFIDAVIT OF PUBLICATION

STATE OF WASHINGTON)
COUNTY OF SPOKANE)
CITY OF SPOKANE)

SS

EXHIBIT NO. 7

I, TERRI L. PFISTER, CITY CLERK of Spokane, Washington, and ex-officio editor of the *Official Gazette*, a paper published weekly by the City of Spokane, Washington, do hereby certify that the NOTICE OF ASSESSMENT ROLL HEARING attached hereto and which is hereby made a part of this proof of publication was published in said paper to wit:

On the 8th and 15th days of May 2013, and that said NOTICE OF ASSESSMENT ROLL HEARING was published in every copy of the said paper of said dates.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City of Spokane this 15th day of May 2013.

Terri L. Pfister

City Clerk
City of Spokane, Washington



(See Attached for Remainder of Affidavit)

**ASSESSMENT ROLL HEARING NOTICE
LID NO. 2011082**

Local Improvement District No. 2011082 for the street improvements of 15th Avenue from Chestnut Street to Inland Empire Way; 14th Avenue from Chestnut Street to Inland Empire Way.

The Assessment Roll for the above Local Improvement District, prepared under City of Spokane Ordinance No. 34746 enacted July 11, 2012, was filed with the Spokane City Clerk April 24, 2013, and is now open for public inspection.

The Spokane City Council has fixed **Tuesday, June 04, 2013, at 3:30 p.m.**, in the Second Floor Conference Room of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington, as the time and place for the Hearing to be held before the City Hearing Examiner upon said roll.

All persons who may desire to object thereto shall make such objection in writing and file the same with the City Engineer at or prior to the date fixed for such Hearing. Only persons who have submitted written objections will be permitted to testify at the Hearing.

At the time and place fixed, and at such other times as the Hearing may be continued to, the City Hearing Examiner will sit as a Board of Equalization for the purpose of considering said roll, and at such Hearing, or Hearings, will consider such objections made thereto, or any part thereof, and will correct, revise, raise, lower, change, or modify such roll, or any part thereof, or set aside such roll and order that such assessment be made de novo.

This will be the only Hearing held on the assessment roll and will be final unless appealed to the Spokane City Council. Failure to submit written objections to the Hearing Examiner will be deemed a waiver of the right to appeal. All appeals must comply with Section 7.05.540 of the Spokane Municipal Code.

Specific information regarding this assessment roll may be obtained by contacting the Engineering Services Department, Third Floor, Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington 99201—telephone number (509) 625-6700.

Terri L. Pfister
Spokane City Clerk

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. Individuals requesting reasonable accommodations or further information may call, write, or email. 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.

Publish: May 8 and 15, 2013



DEPARTMENT OF
ENGINEERING SERVICES
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3343
509.625.6700
FAX 509.625.6349/509.625.6124
Spokaneengineering.org

LOCAL IMPROVEMENT DISTRICT (L.I.D.) CONFIRMATION REPORT
FOR

Local Improvement District No. 2011082

SUMMARY AND RECOMMENDATION

Confirmation of Assessments for: Street Improvements of 15th Avenue from Chestnut Street to Inland Empire Way; 14th Avenue from Chestnut Street to Inland Empire Way

Recommendation: Approve

FINDINGS OF FACT

BACKGROUND INFORMATION

Date of Ordering Ordinance: July 15, 2011

Ordering Ordinance Published: July 20, 2011

Project Description: Street Improvements of 15th Avenue from Chestnut Street to Inland Empire Way; 14th Avenue from Chestnut Street to Inland Empire Way

Reason and Purpose of Project: This project is designed to provide neighborhood circulation, dust control, adequate storm drainage and improved quality of life within the assessment district.

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	10,763.52
Net Assessment to Property Owners	\$95,262.67
Total Number of Parcels:	20

PROCEDURAL INFORMATION

Confirmation Hearing: June 4, 2013

Notice Dates:

Mailed Final Hearing Notification: May 10, 2013

Notice of Assessment Roll Hearing Published: May 8 & 15, 2013

Information Meeting: May 23, 2013

Known Opponents:

None

Date of Report:

May 30, 2013

Responsible Staff Person:

John Gomez, P.E., Senior Engineer - Design
City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

FINDINGS AND CONCLUSIONS

Local Improvement Districts finalized by a confirming Ordinance are subject to Spokane Municipal Code (SMC) Chapter 7.05 and may be approved only if they comply with the criteria set forth in SMC 7.05.500. The Department of Engineering Services has reviewed these criteria and all of the available evidence and makes the following Findings and Conclusions to confirm the assessment roll:

1. All property in the Local Improvement District has been assessed proportionally in relation to all other property in the Local Improvement District.

A zone termini method of distributing the project costs has been used insuring proportional assessments.

2. All property in the Local Improvement District is specially benefited in an amount at least equal to the assessment.

A review of the assessments has been conducted by the Department of Engineering Services staff and it is the Department's judgment that the assessments are equal to or less than the special benefit to the properties in the assessment district. In no case are the assessments greater than the special benefit.

3. All procedures set forth in RCW 35.43 and this Article have been followed.

On May 10, 2013 notices were sent to all property owners and taxpayers of record advising them of the proposed amount of their assessments and of the date of the hearing before the City's Hearing Examiner in accordance with RCW 35.43. Copies of this correspondence can be found elsewhere in this report.

2011082



EXHIBIT NO. 9
DEPARTMENT OF
ENGINEERING SERVICES
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3343
509.625.6700
FAX 509.625.6349/509.625.6124
Spokaneengineering.org

**CONFIRMATION MEETING
FOR
LOCAL IMPROVEMENT DISTRICT 2011082
STREET IMPROVEMENTS OF 15TH AVENUE
FROM CHESTNUT STREET TO INLAND EMPIRE WAY;
14TH AVENUE FROM CHESTNUT STREET TO INLAND EMPIRE WAY
MAY 23, 2013 AT 3:30 P.M.**

ATTENDANCE ROSTER

Name	Address	Phone Number
Sam Baker	3007 W. 15 th	8389187
Jule Happy	City	
Cor. Teske	1931 W. 15 th Ave	509/869-3557



Agenda Sheet for City Council Meeting of:

07/08/2013

<u>Date Rec'd</u>	6/27/2013
<u>Clerk's File #</u>	ORD C35008
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	JON SNYDER 625-6254
<u>Contact E-Mail</u>	JSNYDER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Emergency Ordinance
<u>Agenda Item Name</u>	0320 INTERIM ORDINANCE RE MARIJUANA

Agenda Wording

An interim ordinance relating to marijuana use, medical cannabis collective garden regulatory licensing and state-licensed marijuana producers, processors and retailers; amending SMC sections 1.05.170 and 4.04.020;

Summary (Background)

The City Council adopted a moratorium on February 25, 2013 regarding the establishment of medical cannabis collective gardens. The moratorium continues until August 14, 2013, unless extended by the Council. The Washington State Liquor Control Board has issued its draft rules regarding state-licensed marijuana producers, processors and retailers.

Fiscal Impact

Select \$
 Select \$
 Select \$
 Select \$

Budget Account

 #
 #
 #

Approvals

<u>Dept Head</u>	WESTFALL, JENNIFER
<u>Division Director</u>	
<u>Finance</u>	BUSTOS, KIM
<u>Legal</u>	BURNS, BARBARA
<u>For the Mayor</u>	

Council Notifications

<u>Study Session</u>	
<u>Other</u>	
<u>Distribution List</u>	

Additional Approvals

Purchasing

ORDINANCE NO. C35008

An interim ordinance relating to marijuana use, medical cannabis collective garden regulatory licensing and state-licensed marijuana producers, processors and retailers; amending SMC sections 1.05.170 and 4.04.020; adopting a new section 8.02.0233 to chapter 8.02 of the Spokane Municipal Code and adopting two new chapters SMC 10.49 and 10.50 under Division II License Code to title 10, Regulation of Activities, and one new chapter 17C.347 to title 17C of the Spokane Municipal Code, providing for a public hearing within sixty days and declaring an emergency.

WHEREAS, since 1970, federal law has prohibited the manufacture and possession of marijuana as a Schedule I drug, based on the federal government's categorization of marijuana as having a "high potential for abuse, lack of any accepted medical use, and absence of any accepted safety for use in medically supervised treatment." *Gonzales v. Raich*, 545 U.S. 1, 14 (2005), Controlled Substance Act (CSA), 84 Stat. 1242, 21 U.S.C. 801 et seq; and

WHEREAS, Initiative Measure No. 692, approved by the voters of Washington State on November 30, 1998, and now codified as chapter 69.51A RCW, created an affirmative defense for "qualifying patients" to the charge of possession of marijuana (cannabis); and

WHEREAS, the intent of Initiative 692 was that qualifying "patients with terminal or debilitating illnesses who, in the judgment of their physicians, would benefit from the medical use of marijuana, shall not be found guilty of a crime under state law,"(RCW 69.51A.005), but that nothing in the law "shall be construed to supersede Washington state law prohibiting the acquisition, possession, manufacture, sale or use of marijuana for non-medical purposes" (RCW 69.51A.020); and

WHEREAS, the Washington State Legislature passed ESSSB 5073 in 2011, which provides that a qualifying patient or his/her designated care provider are presumed to be in compliance, and not subject to criminal or civil sanctions/penalties/consequences, if they possess no more than 15 cannabis plants, no more than 24 ounces of usable cannabis (other qualifications apply); and

WHEREAS, on April 29, 2011, former governor Christine Gregoire vetoed all of the provisions of E2SSB 5073 relevant to medical marijuana dispensaries that would have provided the legal basis for legalizing and licensing medical cannabis dispensaries, processing facilities and production facilities, thereby making these activities illegal but left the provisions relating to cultivation of marijuana for medical use by qualified patients individually and in collective gardens; and

WHEREAS, RCW 69.51A.085 permitted qualifying patients "to create and participate in collective gardens for the purpose of producing, processing, transporting, and delivering cannabis for medical use," provided no more than ten qualifying patients participate, a collective garden does not contain more than 15 plants per patient up to a

total of 45 plants per garden, and the garden does not contain more than 24 ounces of useable cannabis per patient and up to a total of 72 ounces of useable cannabis; and

WHEREAS, under RCW 69.51A.060(1), it is a class 3 civil infraction to display medical cannabis in a manner or place which is open to view of the general public, which would include growing plants; and

WHEREAS, RCW 69.51A.140 authorizes cities to adopt and enforce zoning requirements, business licensing requirements, health and safety requirements, and business taxes pertaining to the production, processing, or dispensing of cannabis or cannabis products within their jurisdiction and that nothing in chapter 181, Laws of 2011 is intended to limit the authority of cities to impose zoning requirements or other conditions upon licensed dispensers, so long as such requirements do not preclude the possibility of siting licensed dispensers within the jurisdiction; and

WHEREAS, Pursuant to RCW 69.51A.130, no civil or criminal liability may be imposed by any court on cities, towns, or counties or other municipalities and their officers and employees for actions taken in good faith under this chapter and within the scope of their assigned duties.

WHEREAS, Initiative Measure No. 502, approved by the voters of Washington State on November 6, 2012, calls for the establishment of a regulatory system licensing producers, processors and retailers of recreational marijuana for adults 21 years of age and older, legalizes the possession and private recreational use of marijuana and requires the Washington State Liquor Control Board to adopt procedures and criteria by December 1, 2013 for issuing licenses to produce, process and sell marijuana; and

WHEREAS, the establishment of additional medical cannabis collective gardens in light of the preclusion of licensed dispensaries created by the veto by former Governor Gregoire of portions of E2SSB 5073 and the pending implementation of Initiative Measure No. 502 by the Washington State Liquor Control Board could create inconsistent and incompatible land use activities and create unanticipated public health, safety and welfare concerns; and

WHEREAS, the City of Spokane adopted Ordinance No. 34968 on February 25, 2013, imposing a moratorium on the establishment of medical cannabis collective gardens and licensed dispensaries because of the impact on the public health safety and welfare; and

WHEREAS, the Washington State Liquor Control Board has announced that it will adopt its rules pertaining to the licensing of marijuana producers, processors and retailers by August 14, 2013, with an effective date of September 14, 2013 and begin accepting applications for license types on September 14, 2013;

WHEREAS, the City currently does not have specific zoning regulations pertaining to medical cannabis collective gardens and state-licensed producers, processors and retailers of state-licensed recreational marijuana; and

WHEREAS, the City Council conducted a public hearing on April 15, 2013 as required by Ordinance No. C-34968 to take public testimony regarding the establishment of the moratorium; and

WHEREAS, the City Council and the City Plan Commission held a joint meeting on May 16, 2013 to discuss the implementation of the work plan called for in the Ordinance No. C- 34968 establishing the moratorium; and

WHEREAS, the City Plan Commission held a workshop on July 10, 2013 to review this proposed interim ordinance; and

WHEREAS, the City Council has studied the land use impacts collective gardens and state-licensed marijuana producers, processors and retailers and has now prepared this interim ordinance to address these impacts; and

WHEREAS, the City Council finds that it is necessary to adopt this interim ordinance in order to avoid unanticipated negative impacts on the community and the public health, safety and welfare associated with medical cannabis collective gardens and state-licensed marijuana producers, processors and retailers; and

WHEREAS, the City Council decided to adopt this interim ordinance and to formally repeal the moratorium on medical cannabis collective gardens established in Ord. No. C-34968; and

WHEREAS, RCW 36.70A.390 provides that, "A county or city governing body that adopts a moratorium, interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing on the proposed moratorium, interim zoning map, interim zoning ordinance, or interim official control, shall hold a public hearing on the adopted moratorium, interim zoning map, interim zoning ordinance, or interim official control within at least sixty days of its adoption, whether or not the governing body received a recommendation on the matter from the planning commission or department. If the governing body does not adopt findings of fact justifying its action before this hearing, then the governing body shall do so immediately after this public hearing. A moratorium, interim zoning map, interim zoning ordinance, or interim official control adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium, interim zoning map, interim zoning ordinance, or interim official control may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal;" and

WHEREAS, interim zoning controls enacted under RCW 35.63.200 and/or RCW 36.70A.390 are methods by which local governments may preserve the status quo so that new plans and regulations will not be rendered moot by intervening development; and

WHEREAS, RCW 35.63.200 and RCW 36.70A.390 both authorize the enactment of a moratorium, interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act; and

WHEREAS, the City Council finds that the regulatory licensing requirements established by this ordinance are necessary for the immediate preservation of the public peace, health or safety and for the immediate support of city government and its existing public institutions; - - Now, Therefore;

The City of Spokane does ordain:

Section 1. That there is adopted a new chapter 10.49 to title 10 of the Spokane Municipal Code to read as follows:

Chapter 10.49

Medical Cannabis Collective Garden Regulatory License

Sections:

10.49.010	Findings
10.49.020	Purpose
10.49.030	Definitions
10.49.040	License Required
10.49.050	Application, Transfer and Renewal
10.49.060	Medical Cannabis Collective Garden Requirements
10.49.070	Violation
10.49.080	Nuisance Abatement

10.49.010 Findings

The City Council adopts the preamble to this ordinance as findings to support this Chapter and further finds that nothing in this chapter 10.49 SMC shall be construed to supersede Washington state or federal law pertaining to the acquisition, possession, manufacture, sale or use of cannabis for nonmedical purposes. Nothing in this chapter 10.49 SMC shall be construed to supersede legislation prohibiting persons from

engaging in conduct that endangers others, or to condone the diversion of cannabis for nonmedical purposes.

10.49.020 Purpose

The purpose of this Medical Cannabis Collective Garden Regulatory License chapter is to mitigate potential impacts of medical cannabis collective gardens as authorized under Chapter 69.51A RCW on nearby properties and to promote the public health, safety welfare through coordinated implementation of zoning and licensing regulations of medical cannabis collective gardens under Chapter 69.51A RCW.

10.49.030 Definitions

- A. "Collective Garden" means those gardens authorized under RCW 69.51A.085, which allows qualifying patients to assume responsibility for acquiring and supplying the resources required to produce and process cannabis for medical use.
- B. "Designated Provider" shall have the definition as provided in RCW 69.51A.010 (1) as currently states or as may be amended.
- C. "Marijuana" shall have the definition as provided in RCW 69.50.101 (s) as currently states or as may be amended.
- D. "Marijuana Processor" shall have the definition as provided in RCW 60.50.101 (t) as currently states or as may be amended.
- E. "Marijuana Producer" shall have the definition as provided in RCW 60.50.101 (u) as currently states or as may be amended.
- F. "Marijuana Retailer" shall have the definition as provided in RCW 60.50.101 (w) as currently states or as may be amended.
- G. "Qualified Patient" shall have the definition as provided in RCW 69.51A.010 (4) as currently states or as may be amended.

10.49.040 License Required

- A. No person may operate a medical cannabis collective garden without first obtaining a Medical Cannabis Collective Garden Regulatory License under this chapter.
- B. The Medical Cannabis Collective Garden Regulatory License is a class II license as provided in chapter 4.04 SMC.

- C. Anyone operating a medical cannabis collective garden pursuant to chapter 61.59A RCW is required to have a license or permit issued under this Chapter. A medical cannabis collective garden lawfully existing prior to the adoption of chapter 10.49 SMC shall have thirty days to submit an application for the Medical Cannabis Collective Garden Regulatory License as required by this chapter.
- D. The provisions of this chapter do not apply to or affect the legal rights of an Ultimate User as authorized under RCW 69.50.101(z)(bb).
- E. The issuance of a Medical Cannabis Collective Garden Regulatory License under this chapter, or the issuance of any other permit or license by the City, shall not be deemed as approval or permission from the City to engage in any activity deemed illegal under any applicable law, nor shall it constitute a determination by the City that the manufacture, production, processing, retailing possession, transportation, delivery, dispensing, application, or administration of and use of marijuana engaged in by the licensee or permittee is either legal or illegal under state or federal law.

10.49.050 Application, Transfer and Renewal

- A. A Medical Cannabis Collective Garden Regulatory License issued under this chapter shall be obtained prior to operation of any business activity.
- B. The application is filed and all applicable license fees are paid to the Office of Taxes and Licenses.
- C. The Chief of Police, or designated license officer, does not approve the license until the application has been reviewed by the Building Services Department, the Fire Department and the Planning Department and verification has been provided that all applicable requirements have been complied with.
- D. The applicant must provide on the application, the names, dates of birth, addresses and phone numbers for all officers and employees.
- E. The license must be on display on the premises at all times and shall be available for access by law enforcement during normal business hours.
- F. If all requirements for approval are satisfied, the license shall be issued by the Chief of Police prior to the start of operations.
- G. A license issued under this chapter is not transferable as to person or place.
- H. Renewal of License

1. Application for renewal must be made no later than thirty days prior to expiration of the license.
 2. The license renewal application shall only be approved by the Chief of Police, or designated license officer, following a site inspection and verification by the Planning Department, Fire Department and Building Services Department that all city requirements have been met must be complied with.
- I. A Medical Cannabis Collective Garden Regulatory License may be suspended, revoked or denied if:
1. Any datum furnished on the application is false or is not updated in a timely fashion,
 2. The structure, facility or property ceases to comply with all applicable building, fire and or zoning provision,
 3. Any condition of the City license or State Law has been violated, or
 4. Any provision of this chapter is violated
- J. Any authorized City Official may issue a warning order requiring the licensee to correct any condition or practice that presents a threat or hazard to public health or safety.
- K. Authorized City Departments may invoke their powers granted under the Spokane Municipal Code to immediately close a facility or business licensed under this chapter if conditions present an imminent threat to public health and safety.
- L. Prior to the issuance of a Medical Cannabis Collective Garden Regulatory License, the Chief of Police, or his designee, shall schedule a public hearing to take testimony regarding the issuance of the license. A notice of the hearing on a form proscribed by the City shall be delivered by the applicant to the business and residential occupants located within 500 feet of the premises at least fourteen days prior to the hearing date.

10.49.060 Medical Cannabis Collective Garden Regulations

A. License Requirements for Operators

It is unlawful to conduct, operate or maintain a medical cannabis collective garden unless such premises has a current Medical Cannabis Collective Garden Regulatory License obtained in the manner prescribed in this chapter. "Premises" includes all locations used by a collective garden to grow, store, process, transport, or distribute medical cannabis to its qualified patients.

B. License Applicant Requirements

License applicants and all persons who receive wages, fees, donations or compensation of any kind for performing collective garden activities (“operators”) shall meet the following requirements:

1. Must be a qualified patient or designated provider of a qualified patient and must submit valid documentation, or written designation by a qualified patient with that patient’s valid documentation and proof of identification deemed acceptable by the clerk.
2. Must be at least 18 years of age.
3. May have no felony convictions of state or federal laws within the 10 years preceding date of application.
4. May not be a member of any other collective garden within the state of Washington.
5. No one with law enforcement or regulatory authority related to medical cannabis collective gardens employed by the City of Spokane shall be permitted to obtain a Medical Cannabis Collective Garden Regulatory License.

C. Premises Requirements.

Collective garden premises must operate in compliance with the following conditions:

1. All premises or vehicles used or operated by the collective garden shall have no greater aggregate quantities of cannabis, cannabis plants or cannabis-containing products than are allowed under RCW 69.51A.085.
2. No more than 10 qualifying patients may participate in a single collective garden at any time. A copy of each qualifying patient’s valid documentation or proof of registration with the registry established in state law (now or in the future), including a copy of the patient’s proof of identity, must be available at all times on the premises of the collective garden.
3. No cannabis from the collective garden may be delivered to anyone other than a qualifying patient participating in the collective garden or that patient’s designated provider.

4. No cannabis, cannabis plants or representations of cannabis plants shall be used in signage or advertising or be visible to public view from the public right of way.
5. From a public right of way, there shall be no exterior display of medical cannabis cultivation visible outside of the premises.
6. A collective garden shall be entirely within a permanent enclosed structure with a roof. The structure shall comply with all applicable code requirements.
7. Areas where cannabis is grown, stored or dispensed must be provided with ventilation systems so that no odors are detectable off the premises.
8. All premises must comply with the noise control requirements of SMC 10.08D.070.
9. No minors shall be permitted on any collective garden premises unless accompanied by a parent or guardian.
10. Consumption of cannabis, products containing cannabis or alcohol on the premises is prohibited.
11. The premises shall be closed to any distribution of cannabis between the hours of 10:00 p.m. and 7:00 a.m.
12. Any transportation or delivery of cannabis from a collective garden shall be conducted by the garden members or designated provider so that quantities of medical cannabis allowed by RCW 69.51A.040 are never exceeded. Vehicles used to deliver cannabis may have the name of the collective garden printed on the vehicle along with related identifying information such as an address and phone number. There shall be no depiction of cannabis, cannabis plants or representations of cannabis plants used as signage or advertising on the vehicle.
13. A licensed premise must have installed on the premises a security and alarm system that is monitored 24 hours a day to include a video recording system that monitors production, storage and point of sale areas. All video recordings must be continuously recorded twenty-four hours a day and must be kept for a minimum of forty-five days on the licensee's recording device. All videos are subject to inspection by the City Police Department upon request.

D. Land Use/Zoning Regulations. Medical cannabis collective gardens shall comply with all applicable zoning and land use regulations set forth in Title 17C of the SMC.

10.49.070 Violations

- A. This chapter is subject to the administrative provision of Chapter 4.04 SMC.
- B. Licensees under this chapter must comply with all State laws under chapter 69.51A RCW for medical marijuana.
- C. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is permitted to continue constitutes a separate violation.

10.49.080 Nuisance Abatement

In addition to any other available remedy or penalty, any violation of this chapter, is declared to be a public nuisance per se, and may be abated under the applicable provisions of the Spokane Municipal Code and state law.

Section 2. That there is adopted a new chapter 10.50 to title 10 of the Spokane Municipal Code to read as follows:

Chapter 10.50

State-Licensed Marijuana Producers, Processors and Retailers

10.50.010 Marijuana Producer, Processor and Retailer

A marijuana producer, processor or retailer licensed by the State of Washington Liquor Control Board shall be required to comply with all applicable regulations established by the City including, but not limited to, all building and fire code regulations and zoning regulations and shall be required to provide a copy of the state-issued license to the City upon request.

Section 3. That there is adopted a new chapter 17C.347 to title 17C of the Spokane Municipal Code to read as follows:

Chapter 17C.347

Medical Cannabis Collective Garden or a Retail Outlet for Recreational Marijuana

Sections:

17C.347.010	Purpose
17C.347.020	Description

17C.347.030 Regulations for a Medical Cannabis Collective Gardens and State-Licensed Marijuana Producers, Processors and Retailers.

17C.347.010 Purpose

This chapter provides zoning standards for the establishment of a Medical Cannabis Collective Garden established pursuant to Chapter 69.51A RCW and for producer, processor and retailer of recreational marijuana licensed by the state pursuant to Chapter 314-55 WAC.

17C.347.020 Description

For the purpose of describing activities and other characteristics of a medical cannabis collective garden or a state-licensed recreational marijuana producer, processor or retailer, the definitions of SMC 10.49.030 are applicable.

17C.347.030 Regulations for a Medical Cannabis Collective Gardens and State-Licensed Marijuana Producers, Processors and Retailers.

A. City Zoning

1. A medical Cannabis Collective Gardens shall comply with the requirements of SMC 10.49.060
 - i. No person may conduct business within the City as a Medical Cannabis Collective Garden or a facility for delivery of cannabis produced by the garden unless the Medical Cannabis Collective Garden or a facility for delivery of cannabis produced by the garden is located within a _____ Zone in accordance with Title 17 Unified Development Code.
 - ii. There shall be no more than one medical cannabis collective garden permitted on a tax parcel.
 - iii. A medical cannabis collective garden or facility for delivery of cannabis produced by the garden may not be located within 1,000 feet of the perimeter of the grounds of any of the following entities. The owner or operator of the medical cannabis collective garden shall have the responsibility to demonstrate that the collective garden is not within the 1,000 foot perimeter:
 - a. any other medical cannabis collective garden or delivery site;
 - b. any marijuana processor, producer or retailer licensed by the Washington State Liquor Control Board;

- c. elementary or secondary school;
- d. playground;
- e. recreational center or facility;
- f. child care center;
- g. public park
- h. public transportation center;
- i. library;
- J. any game arcade, where admission is not restricted to persons age twenty-one or older or
- K. a drug treatment facility.

The prohibition set forth in subsection a. above shall not apply to a medical cannabis collective garden legally operating prior to the effective date of this ordinance that is going to convert from a collective garden to a state-licensed retailer.

- iv. Medical cannabis cultivation and sale are prohibited as a Home Occupation and are not considered as an accessory use in residential zones.
- v. Notwithstanding the provisions of Chapter 17C.210, an existing collective garden in operation as of the effective date of this Chapter shall be brought into full compliance with the provisions of this Chapter within one year of the effective date.

2. State-Licensed Marijuana Producers, Processors and Retailers

- i. No person may conduct business within the City of Spokane as a State-Licensed Marijuana Producer, Processor and Retailer unless they are located within a _____ Zone in accordance with Title 17 Unified Development Code and licensed under this Chapter.
- ii. A State-Licensed Marijuana Producer, Processor and Retailer may not be located within 1,000 feet of the perimeter of the grounds of any of the following entities. The owner or operator of the State-Licensed Marijuana Producer, Processor and Retailer shall have the responsibility to demonstrate that the State-Licensed Marijuana Producer, Processor and Retailer is not within the 1,000 foot perimeter:
 - a. elementary or secondary school;
 - b. playground;
 - c. recreational center or facility;

- d. child care center;
- e. public park
- f. public transportation center;
- g. library; or
- h. any game arcade, where admission is not restricted to persons age twenty-one or older.

- iii. Waste products must be disposed of in a secure manner that would prevent exposure to the public or create a nuisance.

3. Measurement

- i. The measurement of the separation distance in 1.iii. and 2.ii. above shall be taken in a straight line from the point on the property line of the protected uses specified in 1.iii. and 2.ii. above closest to the production and processing facility, collective garden or retail outlets to the nearest physical point of the tenant space or structure housing a production or processing or retailer outlet.
- ii. A protected use specified in 1.iii. and 2.ii. above shall not benefit from the separation requirements of this subsection if the use chooses to locate within the required separation distance from a lawfully located production or processing facility, collective garden or retailer outlet.

Section 4. That SMC section 4.04.020 is amended to read as follows:

Section 4.04.020 Activities Requiring Registrations and Licenses

- A. A person, including principals and agents, needs a current and valid license issued under this chapter to begin or to continue, directly or indirectly, any activity provided for in Division II of title 10 SMC, whether as a commercial business or for nonprofit or charitable purposes.
- B. Persons pursuing ordinary vocations and businesses on private property by private means need a class I license and registration, for such activities as:
 - 1. peddling merchandise, and
 - 2. solicitation of money or things of value.
- C. Persons conducting activities which have a potential to cause social or economic evil, or useful occupations which may under certain circumstances become a public or private nuisance offensive or dangerous to health, safety, morals, or good order, need a class II license for such activities as:

1. maintaining places and devices of amusement, including teen clubs, cabarets, and entertainment facilities;
2. keeping of animals;
3. building relocation;
4. certain contracting;
5. commercial use and sale of fireworks;
6. private or special police;
7. dealing in used goods; ((and))
8. operating for-hire vehicles. The for-hire license shall be issued by the City of Spokane taxes and licenses division to coincide with the issuance of the business registration through the Washington State business license service. The for-hire license will have the same renewal date as the business registration and
9. owning, operating or maintaining a medical cannabis collective garden pursuant to Chapter 61.59A RCW.

- D. Persons claiming a private right in or making extraordinary use of public property need a class III license for such activities as:
1. moving buildings;
 2. operating cable television;
 3. certain contracting;
 4. collecting garbage or commercial recyclables (SMC 13.02.0204);
 5. distributing natural gas;
 6. maintaining mechanical newspaper vendors;
 7. parades, special events, and demonstrations;
 8. operating telephone and telegraph equipment;
 9. operating sidewalk cafes; and
 10. doing commercial tree work.

Section 5. That SMC section 1.05.170 is amended to read as follows:

Section 1.05.170 Penalty Schedule – Business Regulations

- A. For each subsequent violation by a person the classification of infraction advances by one class.
- B. Infraction/Violation Class.

SMC 1.05.170 PENALTY SCHEDULE – BUSINESS REGULATIONS (Click here to view PDF)		
Infraction		Violation Class
General		
SMC 4.04.020	Engaging in licensed activity without license	2

SMC 4.04.060	Failure to display license or insigne	3
SMC 8.01.070 SMC 10.40.020	Engaging in business without registration or itinerant vendor license or permit	1
SMC 8.12.020	No amusement device license, no amusement device operators or owners license	3
SMC 8.12.060	No current list of amusement device locations	3
SMC 10.23A.030(G)	Entertainment facility establishment operator/owner	1
SMC 10.25.010	Pruning, planting, or removing a public tree without a license	1
SMC 10.29.010(A)	Conducting an improper blasting operation	1
SMC 10.29.030	Heating mechanic	1
SMC 10.29.060(A)	Providing fire equipment service without Spokane Fire Department registration	1
SMC 10.34.020	Own, operate for-hire vehicle	2
SMC 10.40.040	<u>Owning, operating or maintaining a medical cannabis collective garden pursuant to Chapter 69.51A RCW</u>	<u>1</u>
SMC 10.34.110(D)	Owner of for-hire vehicle, allowing a non-licensed for-hire driver to operate his or her vehicle	1
SMC 10.41A.040	Special police officer	2
SMC 10.45.040	Deal in used goods	2
SMC 10.46.550	Install, repair weighing/measuring equipment	2
SMC 10.48.050	Failure to register alarm system	2
SMC 10.48.170	Unlawful use of a security alarm system	3
SMC 13.02.0204	Solid waste collection or disposal	2
SMC 17G.010.100(C)(3)	Sewer installation	1
Fireworks		
SMC 10.33A.020(A)(2)	Conducting public display without a permit	Up to \$1,000
SMC 10.41A.040	Employ non-commissioned special police officer	3
SMC 10.41A.090	Violation of code by special police officer	1
Fire Code		
IFC Chapter 105.6.14 Chapter 33 IFC Chapter 10.33A SMC SMC 17F.080.060	Manufacture, storage, use, sale, handling of blasting agents, explosives without proper permit	1
IFC 105.6 IFC 105.7	Conducting regulated code activities, operations, functions without permit	2

SMC 17F.080.060		
IFC 105.6.41	Conducting spraying or dipping application of flammable or combustible finishes (liquids or powders) for floor finishing or surfacing operations without a permit	2
IFC 2703.3	Unauthorized release, discharge of flammable, combustible liquids, petroleum waste products	1
SMC 15.01.500	Fail to comply with notice and order under Commute Trip Reduction Program	2
SMC 15.03.030	Fail to comply with requirement of posting restaurant's smoking designation	2

Section 6. That there is adopted a new section to 8.02.0233 to chapter 8.02 of the Spokane Municipal Code to read as follows:

Section 8.02.0233 Medical Cannabis Collective Garden Regulatory License

The fee for a Medical Cannabis Collective Garden Regulatory under SMC 10.49.040 is _____ dollars to support the regulatory program.

Section 7. Findings

The City Council adopts the preamble to this ordinance as its findings for the enactment of this interim ordinance.

Section 8. Time Period of Intern Regulation Regarding Medical Cannabis Collective Gardens and State-Licensed Marijuana Producers, Processors and Retailers: Amortization Period Runs from Date Hereof.

A. The interim regulation imposed by this ordinance shall be for a period not to exceed ninety days so as to allow enough time to adequately address the issues described herein.

B. Pursuant to RCW 36.70A.390, the plan commission shall conduct a public hearing on the interim regulation within sixty days of the adoption of this ordinance. The foregoing notwithstanding, the length of interim regulation may need to be longer than ninety days in such event, the City shall have a hearing prior to the passage of ninety days and adopt if necessary an extension of the interim regulations adopted herein.

C. The City shall provide an opportunity for a public hearing regarding the adoption of a permanent ordinance. Public notice and participation in accordance with the local government's standard practices should be followed.

Section 9 - Repealing Moratorium established pursuant to Ordinance No. C-34968.

The moratorium on the establishment of medical cannabis collective gardens established pursuant to Ordinance No. C-34968 on February 25, 2013 is repealed.

Section 10 – Emergency Ordinance.

This ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the protection of the public peace, health, safety and property and for the immediate support of city government and its existing institutions, shall be effective immediately upon its passage.

Section 11. Severability. If any provision of this ordinance, or its application to any person, entity or circumstance, is for any reason held invalid, the remainder of the ordinance, or the application of the provisions to other persons, entities or circumstances, is not affected.

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:

07/08/2013

Date Rec'd	6/26/2013
Clerk's File #	ORD C35009
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & DEVELOPMENT
Contact Name/Phone	TERI STRIPES 625-597
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0650-AMENDING ORDINANCE NO. C34813-NEPDA

Agenda Wording

An ordinance relating to the Northeast Public Development Authority; amending Ordinance No. C-34813.

Summary (Background)

On May 10, 2013 the NEPDA Board approved a Charter amendment that reverts the charter back to its original language.

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

Approvals		Council Notifications	
Dept Head	CHESNEY, SCOTT	Study Session	
Division Director	QUINTRALL, JAN	Other	PCED 6/17/13
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	sdecker@spokanecity.org	
For the Mayor	SANDERS, THERESA	tstripes@spokanecity.org	
Additional Approvals			
Purchasing			

ORDINANCE NO. C35009

AN ORDINANCE relating to the Northeast Public Development Authority; amending Ordinance No. C34813.

WHEREAS, on December 12, 2011, the City Council approved Ordinance No. C34813 creating the Northeast Public Development Authority (NEPDA), which authorized a charter and bylaws for the NEPDA; and

WHEREAS, Article IX Section 9 of the NEPDA Charter provides that amendments to the Charter must adopted by the NEPDA Board of Directors and subsequently submitted to the City Council for approval by ordinance; and

WHEREAS, on May 10, 2013, the NEPDA Board of Directors approved the Charter amendment set forth in this ordinance; -- Now, Therefore,

The City of Spokane does ordain:

Section 1. That Article IV of the charter for the Northeast Public Development Authority located as an attachment in Ordinance No. C34813 is amended to read as follows:

ARTICLE IV

Purpose

The purpose of the Authority is to provide a legal entity organized under RCW 35.21.730 - .757 and Chapter 4.25 SMC, to undertake, assist with and otherwise facilitate the acquisition, construction, development equipping, leasing, operation and maintenance of public benefit projects ("the Projects") within ~~((City Council District No. 4 ef))~~ or outside of the City of Spokane, Spokane County in order to assist the City in its ability to improve the economic conditions in the urban areas in and around the City. To the extent appropriate and consistent with the needs and objectives of the City, the Authority will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and operation of the Projects.

To the extent appropriate and consistent with the needs and objectives of the City and to facilitate or provide for the Projects, the Authority will undertake and accomplish all activities necessary or convenient for the development, operation and implementation of the Projects.

For the purpose only of securing the exemption from federal income taxation for interest on obligations of the Authority, the Authority constitutes an authority an instrument of the City of Spokane (within the meaning of those terms in regulations of the United States Treasury and ruling of the Internal Revenue Service prescribed pursuant to Section 103 of the Internal Revenue Code of 1998, as amended).

PASSED BY THE CITY COUNCIL ON _____, 2013.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

City of Spokane Briefing Paper
Northeast Public Development Authority
Planning & Development Services
June 17, 2013

Subject

Northeast Public Development Authority (NEPDA) Charter Amendment that will be coming forward for Council approval

Background

Mayor and City Council established northeast Development Advisory Board (NEDAB) and Stakeholder Leaders in October 2010 to assist the City in implementing its target area development strategies. Fourteen board members were appointed soon after.

City of Spokane created by ordinance (C-34813) the Northeast Public Development Authority, December 12, 2011.

In 2012, the NEDAB and Stakeholder Leaders worked with a consultant to create a vision, mission statement, guiding principles and action strategies for the NEPDA. This strategy document was created with the guidance and assistance of many from the greater Hillyard community and the foundational work they have done - including the award winning GHNEPA Neighborhood Plan completed in 2010.

In October 2012, the NEPDA board members were appointed and entrusted with the implementation of the action strategies.

- The Action Strategy maps out the role for NEPDA as it enters the start-up phase (6-9 months) and in the near-term (10-24 months). A Public Development Authority ("PDA") acts as a market catalyst, creating and enhancing development opportunities. Actions included in this Strategy address two main objectives: Building organizational capacity and Setting the stage for area economic development.

In February 2013, City Council approved the NEPDA board approved interlocal/operating agreement.

May 10, 2013, NEPDA board approved a Charter amendment that reverts the charter back to its original language – see attached. At the time of NEPDA formation, PDAs were not an actively used economic development tool and Council felt it was necessary to add district type parameters by amending the charter to include its actions only within Council District one. With the subsequent creation of the University District PDA in 2012, there is a better understanding of how a PDA functions. Annually, the Interlocal Agreement and work plan spells out the work to be accomplished by NEPDA and this contract agreement is then approved by the Mayor and Council.

Recommendations

PDAs implement development/redevelopment strategies within a targeted area. Because the University District is also within Council District one and because the NEPDA wants to keep its focus on the Northeast Industrial target area and not Northtown, Hamilton, etc. the desire is to remove the district parameters. This change allows the PDA to also plan for the urban growth area, work more closely with WSDOT on the NSC as well as celebrate the successes of those anchor businesses within the County, such as URM's recent success and expansion.



Agenda Sheet for City Council Meeting of:

07/08/2013

Date Rec'd	6/26/2013
Clerk's File #	ORD C35010
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	MATTHEW 835-5965 FOLSOM
Contact E-Mail	MFOLSOM@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0500-16A.61.562 PARKING NON-PASSENGER VEHICLES IN RESIDENCE ZONES

Agenda Wording

AN ORDINANCE relating to parking non-passenger vehicles in residence zones; amending SMC section 16A.61.562 to remove undefined standard of "habitual parking" replacing with a precise and measurable guideline.

Summary (Background)

The ordinance currently requires a finding of "habitual parking." This term is vague and undefined by statute making it difficult to enforce in the field and to defend in court. Our law enforcement and prosecuting authority recommend replacing "habitual parking" with "for longer than four continuous hours for active loading or unloading; and "overnight parking between the hours of 9:00 p.m. and 7:00 a.m. is also unlawful."

Fiscal Impact

Select	\$
Select	\$
Select	\$
Select	\$

Budget Account

#
#
#
#

Approvals

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

Council Notifications

Study Session	
Other	

Additional Approvals

Purchasing	

ORDINANCE NO. C35010

AN ORDINANCE relating to parking non-passenger vehicles in residence zones; amending SMC section 16A.61.562.

The City of Spokane does ordain:

Section 1. That SMC 16A.61.562 is amended to read as follows:

16A.61.562 Parking Non-passenger Vehicles in Residence Zones

~~((No street right-of-way in an "R" zone of the City of Spokane, or which is the boundary of any "R" zone, shall be used for the habitual parking of any auto stage, farm vehicle, for-hire vehicle, limousine, motor home, motor truck, private carrier bus, road tractor, semitrailer, trailer, park trailer, travel trailer, tractor, truck, truck tractor, boat, or any other commercial vehicle. This section does not prohibit on-street parking of a passenger vehicle, motorcycle, or motor-driven cycle.))~~

It is unlawful to park any auto stage, farm vehicle, for-hire vehicle, limousine, motor home, motor truck, private carrier bus, road tractor, semi-trailer, trailer, park trailer, travel trailer, tractor, truck, truck tractor, boat, or any other commercial vehicle on a street right-of-way in an "R" zone of the City of Spokane, or which is the boundary of any "R" zone for longer than four continuous hours for active loading or unloading. Overnight parking between the hours of nine p.m. and seven a.m. is also unlawful.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
City of Spokane
City Legal/City Prosecutor's Office
PUBLIC SAFETY COMMITTEE
June 17, 2013

Subject

Amending SMC 16A.61.562 to remove the undefined standard of “habitual parking” and to replace it with “for longer than four continuous hours for active loading or unloading” and “overnight parking between the hours of 9:00 p.m. and 7:00 a.m. is also unlawful.”

Background

SMC 16A.61.562 deals with parking non-passenger vehicles in residence zones. This section of code prevents regular parking of commercial vehicles in non-commercial residence zones. The ordinance currently requires a finding of “habitual parking.” Unfortunately, the term “habitual” is vague and undefined by statute (there is no statutory definition for “habitual” in the SMC, RCW or WAC).

Including this uncertain term as the basis for citing commercial parking in residence zones makes SMC 16A.61.562 difficult to enforce in the field and even more difficult to defend in court. Our law enforcement and prosecuting authority recommend removing the unenforceable “habitual parking” standard and replacing it with a precise and measurable guideline.

Amending SMC 16A.61.562 to include “for longer than four continuous hours for active loading or unloading” and “overnight parking between the hours of 9:00 p.m. and 7:00 a.m. is also unlawful” will result in a clear and defined ordinance that our citizens can readily understand and that law enforcement can enforce.

Impact

Amending SMC 16A.61.562 to remove “habitual parking” and replace it “for longer than four continuous hours for active loading or unloading” and “overnight parking between the hours of 9:00 p.m. and 7:00 a.m. is also unlawful” will make the non-passenger vehicles parking in residence zones ordinance clear for the public and enforceable for law enforcement.

The intent of this ordinance, preventing commercial vehicles to regularly park in residential areas, will be better served with clearly defined and measurable guidelines.

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

07/08/2013

Date Rec'd	6/26/2013
Clerk's File #	ORD C35011
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & DEVELOPMENT
Contact Name/Phone	ELDON BROWN 625-6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	0650-HEARING-ALLEY VACATION-6TH & MCCLELLAN

Agenda Wording

Vacation of the Alley between 6th Avenue and 7th Avenue from McClellan Street to Browne Street requested by Spokane South Medical, LLC. proponent. (Cliff-Cannon Neighborhood Council)

Summary (Background)

At its legislative session held June 3, 2013 the City Council set a hearing on the above vacation for July 8, 2013. Since that time, staff has solicited responses from all concerned parties.

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

Approvals		Council Notifications	
Dept Head	CHESNEY, SCOTT	Study Session	
Division Director	QUINTRALL, JAN	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	sdecker@spokanecity.org	
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35011

An ordinance vacating the Alley between 6th Avenue and 7th Avenue from McClellan Street and Browne Street

WHEREAS, a petition for the vacation of Alley between 6th Avenue and 7th Avenue from McClellan Street and Browne 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 Alley between 6th Avenue and 7th Avenue from McClellan Street and Browne Street is hereby vacated, NE1/4 & SE1/4 S19 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 and Comcast to protect existing and future utilities.

Section 3. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to (one-half or full) the assessed value of the area herein vacated.

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
July 8, 2013

LOCATION: Alley between 6th Avenue and 7th Avenue from McClellan Street and Browne Street

PROPONENT: Spokane South Medical, LLC

PURPOSE: To consolidate and develop property divided by this undeveloped alley

HEARING: July 8, 2013

REPORTS:

AVISTA UTILITIES – No objection, retain easement. Avista would be happy to review a construction plan for this block and possibly exchange the alley easement for another which is less intrusive.

COMCAST – Retain easement due to aerial cable that runs along this alley. If Avista removes their aerial power line, than Comcast would following suit.

CENTURYLINK – No objection.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No objection.

FIRE DEPARTMENT – No objection.

NEIGHBORHOOD SERVICES – No comment.

PARKS DEPARTMENT – No comment.

PLANNING & DEVELOPMENT – DEVELOPER SERVICES – No objection.

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comment.

PLANNING & DEVELOPMENT – PLANNING – No objection.

POLICE DEPARTMENT – No comment.

SOLID WASTE MANAGEMENT – No comment.

STREET DEPARTMENT – No objection.

WASTEWATER MANAGEMENT – No objection.

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 Avista Utilities and Comcast shall be retained to protect existing and future utilities.
2. Adequate emergency vehicle access shall be maintained to existing and future buildings.
3. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$72,000.00 and is to be deposited to Budget Account #3200 49199 99999 39510.
4. 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 October 31, 2013.



Eldon Brown, P.E.
Principal Engineer – Developer Services