THE CITY OF SPOKANE

ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, OCTOBER 21, 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 NANCY MCLAUGHLIN
COUNCIL MEMBER JON SNYDER
COUNCIL MEMBER MIKE FAGAN
COUNCIL MEMBER STEVE SALVATORI
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.	**Setting Public Hearing on possible revenue sources for the 2014 budget for November 4, 2013.** Tim Dunivant	**Set Hrg. for 11-4-2013**	**FIN 2013-0001**
2.	**Setting Public Hearings for review of the proposed 2014 Budget beginning Monday, November 11, 2013, and continuing thereafter at the regular council meetings and concluding on November 25, 2013.** Tim Dunivant	**Set Hrgs. Beginning 11-11-2013**	**FIN 2013-0001**
3.	**Blanket Order with Roadwise, Inc. (Tacoma, WA) for liquid deicer for the Street Department. Estimated annual usage is 8,000 tons—estimated cost $1,273,040 (incl. tax).** Mark Serbousek	**Approve**	**OPR 2013-0740**
4.	**Amendment to contract with Winston & Cashatt (Spokane, WA) for outside counsel services in legal matter of Jay Mehring v. City of Spokane—increase of $60,000. (Total maximum amount: $105,900)** Nancy Isserlis	**Approve**	**OPR 2012-0515**
5.	**Contract with K & L Gates LLP (Spokane, WA) to provide Bond Counsel services beginning November 1, 2013, through December 31, 2015, with option of three additional one-year renewals.** Gavin Cooley	**Approve**	**OPR 2013-0741 RFP 3915-13**

6.	**Change Order No. 12 to Contract with Inland Asphalt Company (Spokane, WA) for 14th Avenue from Monroe Street to Grand Boulevard—increase of $119,905.27 and no working days. (Total cost-to-date—$1,528,234.41).** Ken Brown	**Approve**	**PRO 2012-0051 ENG 2010128**
7.	**Low bids of:**	**Approve All & Authorize Contracts**	
	a. Halme Construction, Inc. (Davenport, WA) for Stormwater Decant Vactor Waste Facility—$989,244.65 (plus tax). An administrative reserve of $98,924.47 (plus tax), which is 10% of the contract price plus sales tax, will be set aside. Gary Nelson		**PRO 2013-0029 ENG 2012103**
	b. Arc Electric & Lighting Corporation (Spokane, WA) for Ash and Maple Streets Pedestrian Countdown Timer—$90,556. An administrative reserve of $9,055.60, which is 10% of the contract price, will be set aside. Gary Nelson		**PRO 2013-0030 ENG 2013058**
8.	**Memorandum of Understanding with Inland Washington, LLC (Spokane, WA) relating to a 216-unit multi-family apartment project located at 10913 W. 6th Avenue in the City of Airway Heights—$130,361 revenue.** Scott Chesney	**Approve**	**OPR 2013-0742**
9.	**Grant funding from the Washington State Office of Public Defense for use by the Public Defender's Office effective January 1, 2014—$80,250 revenue.** Kathy Knox	**Approve**	**OPR 2013-0743**
10.	**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 _____: $_____.		**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	
Hotel Motel Commission: One Reappointment	Confirm	CPR 2004-0017

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 ORDINANCE

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance No. C35045 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:

Library Fund

FROM: Unappropriated Reserves, $200,000;

TO: Minor Equipment, same amount

(This action budgets for the purchase of staff and public computers for the Spokane Public Library.)

Andrew Chanse

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2013-0077 **Expressing support for Proposition No. 1 entitled "Levy to Protect Fairchild Air Force Base," adopted under Spokane Board of County Commissioners Resolution NO. 13-0692 and to be considered by the voters at the November 5, 2013, General Election.**

Council President Stuckart

RES 2013-0078 **(To be considered under Hearings Item H1.)**

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35046 **Creating a mechanism for setting salaries of Municipal Court judges; and amending Spokane Municipal Code Sections 5A.05.010 and 5A.05.040.** Council President Stuckart / Council Member Allen

ORD C35047 **Granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Sprint Communications Company L.P. (Overland Park, KS), subject to certain conditions and duties as further provided. (25-year term)**

Tim Szambelan

ORD C35048 **Amending Ordinance C34449 vacating the Alley between Spokane Falls Boulevard and Main Avenue from Washington Street to Bernard Street.** Eldon Brown

FURTHER ACTION DEFERRED

SPECIAL CONSIDERATIONS

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

		RECOMMENDATION	
S1.	**Ten-Year Street Bond Program: Semi-Annual Report for Spring/Summer 2013. Includes Citizen's Street Advisory Commission recommendations to add four "GAP" projects to be paid with surplus funds.** Dallas Hawkins	**Accept & Approve Recomm.**	**PRO 2013-0001**

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.	**Resolution 2013-0078 declaring surplus property, setting forth the fair market value of certain surplus utility properties and authorizing sale of the properties.** Dave Steele	**Adopt Upon Roll Call Vote**	**RES 2013-0078**

Motion to Approve Advance Agenda for October 21, 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 October 21, 2013, Regular Legislative Session of the City Council is adjourned to Monday, October 28, 2013.

NOTES

Agenda Sheet for City Council Meeting of: 10/21/2013		Date Rec'd	10/9/2013
		Clerk's File #	FIN 2013-0001
		Renews #	
Submitting Dept	FINANCE	Cross Ref #	
Contact Name/Phone	TIM DUNIVANT 625-6845	Project #	
Contact E-Mail	TDUNIVANT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Report Item	Requisition #	
Agenda Item Name	0410 - SET BUDGET HEARINGS		

Agenda Wording

Setting the hearing for review of the 2014 proposed budget beginning Monday, November 11, 2013 and continuing thereafter at the regular council meetings and concluding on November 25, 2013.

Summary (Background)

As part of the annual budget process, the City Council will hold public hearings on the proposed 2014 budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The scheduled hearing dates are November 11, November 18, and November 25. The Council may continue the hearings up to the 25th day prior to the beginning of the next fiscal year (December 6th).

Fiscal Impact		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	DUNIVANT, TIMOTHY	Study Session	
Division Director	DUNIVANT, TIMOTHY	Other	None
Finance	LESESNE, MICHELE	Distribution List	
Legal	PICCOLO, MIKE	tdunivant@spokanecity.org	
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

Agenda Sheet for City Council Meeting of: 10/21/2013		Date Rec'd	10/9/2013
		Clerk's File #	FIN 2013-0001
		Renews #	
Submitting Dept	FINANCE	Cross Ref #	
Contact Name/Phone	TIM DUNIVANT 625-6845	Project #	
Contact E-Mail	TDUNIVANT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Report Item	Requisition #	
Agenda Item Name	0410 - SET REVENUE HEARING		

Agenda Wording

Setting public hearing on possible revenue sources for the 2014 budget for November 4, 2013.

Summary (Background)

A city such as Spokane that collects a regular property tax levy must hold a public hearing on possible revenue sources for the 2014 current expense budget, including consideration of possible increases in property tax revenues (RCW 84.55.120). This hearing must be held before the meeting the City Council considers the actual levy adoption. Levy adoption must occur in time for the City to meet the November 30 deadline to file levy adoptions with the County (RCW 82.54.020).

Fiscal Impact		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	DUNIVANT, TIMOTHY	Study Session	
Division Director	DUNIVANT, TIMOTHY	Other	None
Finance	LESESNE, MICHELE	Distribution List	
Legal	PICCOLO, MIKE	tdunivant@spokanecity.org	
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

Agenda Sheet for City Council Meeting of: 10/21/2013		Date Rec'd	10/9/2013
		Clerk's File #	OPR 2013-0740
		Renews #	
Submitting Dept	STREET	Cross Ref #	OPR 2012-0835
Contact Name/Phone	MARK SERBOUSEK 232-8810	Project #	
Contact E-Mail	MSERBOUSEK@SPOKANECITY.ORG	Bid #	WA STATE CONTRACT
Agenda Item Type	Purchase w/o Contract	Requisition #	RE #16754
Agenda Item Name	1100-STREET DEPARTMENT - LIQUID DEICER		

Agenda Wording

Blanket Order with Roadwise, Inc. (Tacoma, WA) for liquid deicer for the City of Spokane Street Department. The estimated annual usage is 8,000 tons at an estimated cost of $1,273,040 including 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 pricing available. The Street Department wishes to utilize the State Contract #02708 to purchase liquid deicer for the 2013-2014 winter season. The City of Spokane's requirements for deicer falls into the State's category 1 products which are bulk Liquid Magnesium Chloride products with a corrosion inhibitor.

Fiscal Impact		Budget Account
Expense	$ 1,273,040	# 1100-21800-42660-54850
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	SERBOUSEK, MARK	Study Session	
Division Director	QUINTRALL, JAN	Other	PCED 10/7/13
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	Street Dept: hstickney, bpeters, aschenk, sthornton	
For the Mayor	SANDERS, THERESA	Purchasing: tprince	
Additional Approvals		Taxes & Licenses	
Purchasing	PRINCE, THEA		

BRIEFING PAPER
City of Spokane
PCED Committee
Monday, October 07, 2013

Subject
Renewal of Annual Blanket Order for deicer (liquid magnesium chloride) using the Washington State Contract 02708. The low bidder was Roadwise, Inc. Tacoma, WA.

Background
This material is used by the Street Department during the winter months to aid in snow and ice removal. Roadwise, Inc. was our supplier last year. This State Contract was originally bid in 2008, therefore this year is the fifth renewal of the possibility of five (5) total renewals per the contract language.

The City of Spokane has a clause in the State contract that states the supplier must deliver the product to our existing storage facility in the northeastern portion of the city and also provide us with access to a supplier owned storage facility in the eastern portion of the city of a minimum of 120,000 gallons. The site that has and is being provided is at the railroad yards at Havana and Sprague. This is the same site we have used for the past several years.

This year's average price for deicer is $159.13 per ton, including tax, and is approximately $4.65 more than last year. This is due to an increase in railroad shipping costs and material costs. This equates to an approximate cost increase of $37,200. The estimated annual cost for 8000 tons is $1,273,040 including tax.

Impact
The total cost to the Street Department as noted above will be approximately $1,273,040.

Action
Recommend approval to the City Council.

Funding
The funding for deicer is included in the Street Departments budget and is in the following budget code: 1100-21800-42660-54850.

For further information contact:

Agenda Sheet for City Council Meeting of: 10/21/2013		**Date Rec'd**	10/9/2013
		Clerk's File #	OPR 2012-0515
		Renews #	
Submitting Dept	CITY ATTORNEY	**Cross Ref #**	
Contact Name/Phone	NANCY ISSERLIS 625-6225	**Project #**	
Contact E-Mail	NISSERLIS@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	CLAIMS
Agenda Item Name	0500 AMENDMENT TO SPECIAL COUNSEL		

Agenda Wording

Amendment to contract with Winston & Cashatt for outside counsel services in legal matter of Jay Mehring v. City of Spokane - increase of $60,000.

Summary (Background)

The City entered into contract with the above firm for outside legal counsel services in the legal matter of Jay Mehring v. City of Spokane. The original contract has a maximum about of $45,900. Additional funds are necessary.

Fiscal Impact		**Budget Account**
Expense	**$** 60,000.00	**#** 0000-00000-00000-00000
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	BURNS, BARBARA	**Study Session**	
Division Director		**Other**	
Finance	LESESNE, MICHELE	**Distribution List**	
Legal	BURNS, BARBARA	James.Scott@ascrisk.com	
For the Mayor	SANDERS, THERESA	rimus@spokanecity.org	
Additional Approvals		rkokot@spokanecity.org	
Purchasing			

City Clerk's No. OPR 2012-0515

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and CARL E. HUEBER and WINSTON & CASHATT LAWYERS, whose address is 1900 Bank of America Building, 601 West Riverside Avenue, Spokane, Washington 99201, as "Firm."

WHEREAS, the parties entered into a contract wherein the Firm agreed to act as special counsel regarding the matter of THE APPEAL OF THE SUPERIOR COURT DECISION IN THE MATTER OF JAY P. MEHRING V. CITY OF SPOKANE; and

WHEREAS, additional funding is needed to complete the contract; -- Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The contract dated May 31, 2012 and June 11, 2012, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE. This contract amendment shall become effective upon signature of both parties.

3. AMENDMENT. Section 3 of the contract documents is amended to read as follows:

> 3. COMPENSATION. The City shall pay the hourly fees and other charges as stated in the attached exhibit up to a maximum amount of ONE HUNDRED ((FORTY)) FIVE THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($105,900) ((($45,900.00))) that may not be exceeded without the written approval of the City Attorney or city council, where appropriate.

Dated: _____ CITY OF SPOKANE

By: _____

Title:

_____

Attest:

_____
City Clerk

Dated: _____

_____

Approved as to form:

_____
Assistant City Attorney

WINSTON & CASHATT LAWYERS

E-Mail address, if available:

_____

By: _____

Title:

Agenda Sheet for City Council Meeting of: 10/21/2013		Date Rec'd	10/9/2013
		Clerk's File #	OPR 2013-0741
		Renews #	
Submitting Dept	FINANCE	Cross Ref #	
Contact Name/Phone	GAVIN COOLEY 625-6585	Project #	
Contact E-Mail	GCOOLEY@SPOKANECITY.ORG	Bid #	RFP 3915-13
Agenda Item Type	Contract Item	Requisition #	CR 13865
Agenda Item Name	0410 - BOND COUNSEL SERVICES		

Agenda Wording

A contract appointing the law firm of K & L Gates LLP as Bond Counsel for the City of Spokane.

Summary (Background)

The City has selected through RFP and contracted with new Bond Counsel, K & L Gates LLP, for a 2-year term beginning November 1, 2013 - December 31, 2015 with the option of three additional one-year renewals. Contractual services shall include all Bond Counsel pursuant to the issuance of bond obligations by the City of Spokane and Special Counsel Work. Expenditure shown is an estimation of bond issuance and Special Counsel Work.

Fiscal Impact		Budget Account
Expense	$ 2013-$10,000 2014 & 2015 $75,000ea	# 0020-88100-19990-54915
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	DUNIVANT, TIMOTHY	Study Session	
Division Director	DOLAN, PAM	Other	10/09/13 Finance Committee
Finance	LESESNE, MICHELE	Distribution List	
Legal			
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

City Clerk's No. OPR 2013-0741
RFP No. 3915-13

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and K&L GATES LLP, whose address is 925 Fourth Avenue, Suite 2900, Seattle, Washington 98104-1158, as "Bond Counsel."

The parties agree as follows:

1. PERFORMANCE. Bond Counsel shall provide BOND COUNSEL SERVICES as described in this contract. The range of services provided by Bond Counsel frequently varies from financing to financing. In addition, the amount of work necessary to perform the same services can be quite different depending upon the nature and complexity of the financing. In the following, the term "bonds" includes any obligation of the City for which Bond Counsel provides the services described below. Bond Counsel services under this contract include the following:

A. Advise the City concerning the legal requirements applicable to the issuance and sale of bonds and notes.

B. Provide representation of Bond Counsel at all meetings and hearings held by the City in connection with the issuance and sale of bonds and notes, when appropriate, and when so requested by the City.

C. Review the transcripts relating to the issuance by the City of all bonds and notes; review the covenants, terms and conditions applicable to such financing as they relate to the particular financing to be undertaken.

D. Prepare all ordinances, resolutions, notices and any other legal documents necessary for the proper conduct of proceedings, if required by statute, for the authorization, issuance, sale and delivery of bonds and notes by the City.

E. Advise the City with respect to the giving of statutory notices of hearing and the conduct of such hearings, if any, as are required by law in connection with the issuance of bonds and notes by the City.

F. Forward the City's financing documents to bond rating agencies and/or bond insurers, when requested by the City or the City's financial consultant or underwriter, and explain those documents to agency and insurer representatives.

G. Consult with the City and its financial advisor or underwriter in the preparation of an official statement in connection with the sale of bonds and notes. Advise the

City concerning the requirements of state and federal tax and securities laws relating to the necessary disclosure of factual and legal information regarding such sale. This work would include review of the official statement and information relating to the description of the bonds or notes, the source of payment and security for the bonds and notes, any continuing disclosure undertaking and the federal tax treatment of the interest on the bonds or notes.

H. Provide such legal guidance and assistance, supervision and consultation, including advice with respect to applicable federal income tax laws, and conduct such proceedings and provide such opinions as may be appropriate.

I. Supervise the printing and delivery of all bonds and notes to Purchaser and prepare all necessary closing documents.

J. Assemble and examine a transcript concerning all proceedings taken in connection with the issuance and sale of bonds and notes.

K. Subject to the completion of proceedings to Bond Counsel's satisfaction, provide a legal opinion for the bonds and notes regarding legality of all proceedings held for the authorization and issuance of bonds and notes, the validity and binding effect of the bonds and notes, and, where appropriate, the excludability of interest on the bonds and notes from gross income for federal income tax purposes. Each bond opinion will be based on facts and law existing as of its date, and will constitute the expression of Bond Counsel's professional judgment on the matters expressly addressed and shall not constitute a guarantee of result. In rendering that opinion, Bond Counsel will rely on the certified proceeding and other certifications of public officials and other persons furnished to Bond Counsel without undertaking to verify the same by independent investigation, and Bond Counsel will assume the City's continuing compliance, after the issue date, with applicable laws relating to the bonds. During the course of this engagement, Bond Counsel will rely on the City to provide complete and timely information on all developments pertaining to any aspect of the bonds and their security, as well as the expected use of bond proceeds. Officers and employees of the City will cooperate in this regard.

L. Attend rating agency meetings and public information meetings relating to the issuance of bonds and notes, when requested by the City.

M. Prepare any information required by the Internal Revenue Service; and upon request by the City, provide basic instruction to the City relative to arbitrage rebate restrictions and rebate compliance. During the term of the contract, provide occasional post-issue advice regarding arbitrage restrictions and reporting requirements.

N. Review and draft, as necessary, bond purchase agreements and other like documents related to the issuance of bonds and notes.

O. Prepare and provide such supplemental opinions as are reasonably required of Bond Counsel by the underwriter of the bonds and notes in connection with their issuance.

P. Special Counsel Work:
The following services may be performed upon written request of the City Administrator or Chief Financial Officer, review by the City Attorney, and acceptance of the request, by Bond Counsel, and shall be considered special counsel work in addition to the bond counsel services described above. Bond Counsel shall be compensated for special work consistent with the final contract, but total compensation under this section must not exceed a predetermined total contract amount within a calendar year without a supplemental written contract, which may be in the form of an amendment to this contract duly executed in accord with normal practice. Such services may include preparing or negotiating contracts between the City and other persons or municipalities; performing ancillary legal work in connection with litigation or potential litigation; assisting in drafting state or federal legislation and explaining legislation to legislators and staff; reviewing and commenting on environmental documents or public works documents; negotiating custodial agreements and swap agreements in complex transactions; negotiating and/or drafting local improvement district pre-formation or guarantee agreements with property owners and developers; or representing the City in proceedings before the Internal Revenue Service or the Securities Exchange Commission.

2. CONTRACT TERM. The contract shall begin November 1, 2013, and run through December 31, 2015, unless terminated sooner. The contract may be extended for three (3) additional one-year contract periods, subject to written mutual agreement of both parties, with the total contract period not to exceed five (5) years. Contract extensions, if any, shall be at the sole discretion of the City.

3. COMPENSATION. The City shall pay the Bond Counsel in accordance with the following rate schedule:

A. Bond Counsel Fees:

Issue Size	General Obligation	Revenue	Local Improvement District
$0-$500,000	$700 + .225% of amount over $100,000	$1,210 + .325% of amount over $100,000	$1,600 + .875% of amount over $100,000
$500,000-$2,000,000	$1,600 + .146% of amount over $500,000	$2,510 + .23% of amount over $500,000	$5,100 + .342% of amount over $500,000
$2,000,000-$5,000,000	$3,790 + .123% of	$5,960 + .135% of	$10,230 + .207% of

	amount over $2,000,000	amount over $2,000,000	amount over $2,000,000
$5,000,000-$10,000,000	$7,480 + .11% of amount over $5,000,000	$10,010 + .12% of amount over $5,000,000	$16,440 + .162% of amount over $5,000,000
$10,000,000-$20,000,000	$12,980 + .04% of amount over $10,000,000	$16,010 + .08% of amount over $10,000,000	$24,540 + .10% of amount over $10,000,000
$20,000,000-$50,000,000	$16,980 + .037% of amount over $20,000,000	$24,010 + .037% of amount over $20,000,000	
$50,000,000 and above	$28,080 + .02% of amount over $50,000,000	$35,110 + .05% of amount over $50,000,000	

C. Hourly Rates: The hourly rate for additional work **not** included in the Scope of Services shall be as follows:

Attorneys	Standard Rates
Laura McAloon	$239 per hour
Cynthia Weed	$396 per hour
Brian Werst	$221 per hour
David Thompson	$378 per hour
Rob Starin	$527 per hour

D. Reimbursable Expenses. Bond Counsel shall be reimbursed for reasonable out-of-pocket expenses associated with any travel necessitated by the City's activities at the rates provided for by Office of Financial Management regulations. In addition, the Bond Counsel shall be reimbursed for photocopying, legal research, delivery, travel, and word processing at cost..

4. PAYMENT. Bond Counsel shall send its applications for payment to the City Attorney, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of Bond Counsel's applications except as provided by state law.

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

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

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

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

9. TERMINATION. Either party may terminate this contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay Bond Counsel for all work previously authorized and performed prior to the termination date.

10. INDEMNIFICATION. Bond Counsel shall indemnify the City for only that portion of any liability that is caused by any negligent error, or negligent act or omission by the Bond Counsel with regard to the legal work it has done for the City hereunder, as such liability is finally determined after trial and any appeal thereof. If the Bond Counsel is alleged to have any liability for a shared or joint negligent error, act or omission of the Bond Counsel and the City, the Bond Counsel's indemnification obligation to the City shall be apportioned on a comparative fault basis, and the Bond Counsel shall not be required to indemnify the City for any amount in excess of the Bond Counsel's own comparative fault causing actual damages as finally determined after trial and any appeal thereof. This provision shall not nullify, extend or expand any statute of limitations that is otherwise applicable to any professional negligence claim against the Bond Counsel. This provision is not intended to, and does not, alter or interfere with any duties that the Bond Counsel may have under its insurance agreements, such as the duty to cooperate fully with the insurer in defending any claims, the duty to obtain the consent of the insurer to pay or compromise any claim, or the duty to refrain from prejudicing the insurer's subrogation rights. This provision is solely for the benefit of the City and no third party beneficiary or other rights shall be created under this provision. In the event a claim or lawsuit is brought against the City alleging the City's responsibility relating to alleged negligence of the Bond Counsel, and if the City requests that the Bond Counsel defend the City or pay for the City's defense in regard to the claim or lawsuit, the Bond Counsel agrees to consider in good faith such a request. If the Bond Counsel does not agree to defend the City in the claim or lawsuit but the Bond Counsel is ultimately found liable in a lawsuit for any negligent error, act or omission by the Bond Counsel with regard to the legal work the Bond Counsel has performed for the City, then the Bond Counsel shall reimburse the City for the portion of the City's defense costs that are attributable to the negligent error, act or omission of the Bond Counsel and the associated damages established against the City.

11. SEVERABILITY. In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.

12. DISPUTES. This contract shall be performed under the laws of the State of Washington. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

13. STANDARD OF PERFORMANCE. The silence or omission in the contract regarding any detail required for the proper performance of the work, means that Bond Counsel shall perform in accordance with industry standards for nationally recognized bond counsel.

14. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

15. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. Bond Counsel 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 Bond Counsel 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.

16. INSURANCE. During the term of the contract, Bond Counsel shall maintain in force at its own expense, each insurance coverage noted below:

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

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

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

D. Professional Liability Insurance with a combined single limit of not less than $5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least two (2) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from Bond Counsel or its insurer(s) to the City. As evidence of the insurance coverage required by this contract, Bond Counsel shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. Bond Counsel shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

18. CONFLICTS OF INTEREST.

A. Bond Counsel shall not perform professional services for other clients where a conflict of interest or ethical violation as defined in the Rules of Professional Conduct for attorneys exists. The City consents to individual lawyers in the Bond Counsel's firm working or continuing to work on matters entirely unrelated to Bond Counsel work that that may be adverse to the City, but such individual lawyers shall not represent the City and shall be excluded from information or knowledge pertaining to Bond Counsel's representation of the City. Examples of adverse work might include, for example, unrelated land use matters where members of Bond Counsel's Land Use Group are representing developers of properties. However, Bond Counsel shall inform the City Attorney in writing of potential conflicts of interest when ever they may arise, and obtain the City Attorney's written approval prior to providing such potentially adverse representation.

B. The City specifically approves and waives the following representations by Bond Counsel's firm that might conceivably be viewed as conflicts of interest.

Dated: _____ CITY OF SPOKANE

By: _____

Title: _____

Attest:

_____

City Clerk

Dated: _____

Approved as to form:

_____

Assistant City Attorney

K & L GATES LLP

E-Mail address, if available:

_____

By: _____

Title: _____

Agenda Sheet for City Council Meeting of: 10/21/2013		**Date Rec'd**	10/9/2013
		Clerk's File #	PRO 2012-0051
		Renews #	
Submitting Dept	ENGINEERING SERVICES	**Cross Ref #**	
Contact Name/Phone	KEN BROWN 625-7722	**Project #**	2010128
Contact E-Mail	KBROWN@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	CR 13864
Agenda Item Name	0370-CHANGE ORDER 12-14TH AVENUE - INLAND ASPHALT		

Agenda Wording

Change Order No. 12 to Contract with Inland Asphalt Company for 14th Avenue from Monroe Street to Grand Blvd. with an increase of $119,905.27 and no working days (Total cost-to-date $1,528,234.41).

Summary (Background)

This Change Order provides payment for removal and replacement of 8-inch and 12-inch water mains in 14th Avenue between Division Street and Grand Blvd. Total amount of Change Orders to date is $188,400.56 or 14.1%.

Fiscal Impact		**Budget Account**
Expense	**$** 119,905.27	**#** 4100 42410 34141 54801
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

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

BRIEFING PAPER

Engineering Services Department

Date Oct. 7, 2013

Subject:

14th Avenue from Monroe Street to Grand Blvd. - project number 2010128, is a Street Bond project. This is a request for City Council approval for a change order for installation of two water lines between Grand Blvd. and Division Street.

Background:

During construction the water mains on the east end of the project were discovered to be degraded and leaking. The Water Department requested that these mains be replaced prior to repaving the street.

A change order with a quoted cost of $119,905.27 is being processed to replace these water mains. The funding for this installation comes from the Water Department Capital fund.

Original Contract Amount:	$ 1,339,833.85
Original Administrative Reserve:	$ 133,983.38 (10%)
This Change Order:	$ 119,905.27 (9.0%)
Total Budge with C.O.:	$ 1,593,722.50

Because this change order is for Agency ordered additional work, it is being processed through City Council for direct approval of the additional funds.

Impact:

Water Department Capital Fund – 100%

Action:

Approve the change order to pay the increased cost for this added work; $119,905.27.

For further information on this subject contact Kyle Twohig, Engineering Operations Manager at 625-6152.

CITY OF SPOKANE

CONSTRUCTION MANAGEMENT

LEGISLATIVE CHANGE ORDER AGREEMENT NO. 12

INLAND ASPHALT CO

2010128 & 2010129

14th Ave - Monroe St to Grand Blvd & Queen Ave et al

October 7, 2013

If this is a change to a Federal Aid Project and the amount authorized in the Local Agency Agreement is exceeded and federal funds are not available for this change, the Local Agency will assume the total cost of this Change Order. Federal Aid Number :

[X] Change ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

[ ] Change proposed by Contractor

PROPOSED CHANGE

All work shall be performed in accordance with the appropriate section(s) of the Standard Specifications.

At the request of the Water Department the 8" and 12" mains on 14th between Division and Grand were removed and replaced. This work included removal and disposal of existing steel lines. installation of new mains, CSTC bedding, and screening of material above the pipezone.

The amount paid for Bid Item #606 - "Remove and Replace Water Mains" per lump sum will be full compensation for all labor, equipment, and materials required. No (0) working days will be added to the contract time. No additional traffic control was required. There will be no additional payment for traffic control.

CHANGE ORDER SUMMARY #12

	AMOUNT	% CHANGE		
Original Contract Amount:	$ 1,339,833.85		55	Working Days
Total of Previous Change Orders:	$ 68,495.29	5.1%	0	Working Days
This Change Order Amount:	$ 119,905.27	8.9%	0	Working Days
Revised Contract Amount:	**$ 1,528,234.41**	**14.1%**	**55**	**Working Days**

COST SUMMARY

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	INCR OR (DECR)
606	Remove and Replace Water Mains	1	LS	119,905.27	$119,905.27
				CHANGE ORDER TOTAL :	**$119,905.27**

SIGNATURES

Endorsed By :

_____ _____

CONTRACTOR DATE

Approved By : K. Brown 10/7/13

PRINCIPAL ENGINEER - CONSTRUCTION MGMT DATE

	ENGINEERING OPERATIONS MANAGER	10/8/13 DATE
	CITY ENGINEER	DATE
Attest:	CITY CLERK	DATE
	CITY ADMINISTRATOR	DATE
Approved as to form:	ASSISTANT CITY ATTORNEY	DATE

Agenda Sheet for City Council Meeting of: 10/21/2013		Date Rec'd	10/9/2013
		Clerk's File #	PRO 2013-0029
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	GARY NELSON 625-6678	Project #	2012103
Contact E-Mail	GNELSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	0370-LOW BID AWARD-STORMWATER DECANT-HALME CONSTRUCTION		

Agenda Wording

Low Bid of Halme Construction, Inc. (Davenport, WA) for Stormwater Decant Vactor Waste Facility - $989,244.65 plus tax. An administrative reserve of $98,924.47 plus tax, which is 10% of the contract price plus sales tax, will be set aside.

Summary (Background)

On October 7, 2013 bids were opened for the above project. The low bid was from Halme Construction, Inc. in the amount of $989,244.65, which is $248,860.10 or 20.10% under the Engineer's Estimate; ten other bids were received as follows:

Fiscal Impact		Budget Account
Expense	$ 1,182,839.83	# 4370 94348 94000 56501
Select	$	#
Select	$	#
Select	$	#

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

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Halme Builders, Inc. - $1,048,830.88, MDM Construction - $1,053,535.50, Anchor Construction Contractors, LLC - $1,078,990.19, Blew's Construction, Inc. - $1,091,784.79, Schimmels Construction - $1,094,595.61, Cameron-Reilly - $1,096,625.60, William Winkler Company - $1,166,599.69, West Company, Inc. - $1,215,332.70, Murphy Brothers, Inc. - $1,219,481.82 and S & L Underground, Inc. - 1,395,318.60.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#
AmtType7	$ Amount7	# Budget7
AmtType8	$ Amount8	# Budget8

Distribution List	
	Email16
	Email17
	Email18
	Email19
	Email20
	Email21
	Email22
	Email23

City Of Spokane

Engineering Services Department

* * * Bid Tabulation * * *

Project Number: 2012103
Project Description STORMWATER DECANT FACILITY
Funding Source State
Preparer Steve Hansen
Original Date 7/31/2013 2:10:27 PM
Update Date 10/7/2013 3:29:16 PM
Addendum

Project Number: 2012103			Engineer's Estimate		Halme Construction Inc		Halme Builders Inc		MDM Construction	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule 01	Schedule Description: general				Tax Classification: Not 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	* * * * * *	325.00	* * * * * *	500.00	* * * * * *	3,000.00
103	POTHOLING	2 EA	500.00	1,000.00	310.00	620.00	400.00	800.00	275.00	550.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	* * * * * *	1,000.00	* * * * * *	725.00	* * * * * *	800.00	* * * * * *	850.00
105	MOBILIZATION	1 LS	* * * * * *	100,000.00	* * * * * *	63,000.00	* * * * * *	60,000.00	* * * * * *	55,000.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	* * * * * *	4,000.00	* * * * * *	660.00	* * * * * *	1,500.00	* * * * * *	1,500.00
107	TEMPORARY CHAIN LINK FENCE	100 LF	10.00	1,000.00	10.50	1,050.00	5.93	593.00	2.10	210.00
108	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	* * * * * *	8,000.00	* * * * * *	5,000.00	* * * * * *	4,686.39	* * * * * *	2,250.00
109	REMOVE EXISTING CURB AND GUTTER	53 LF	7.00	371.00	3.00	159.00	20.32	1,076.96	1.45	76.85
110	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	10 SY	10.00	100.00	4.00	40.00	56.46	564.60	3.30	33.00
111	SAWCUTTING CURB	2 EA	21.00	42.00	26.00	52.00	77.30	154.60	21.75	43.50
112	SAWCUTTING RIGID PAVEMENT	100 LFI	2.00	200.00	1.05	105.00	1.94	194.00	1.90	190.00
113	SAWCUTTING FLEXIBLE PAVEMENT	600 LFI	1.25	750.00	0.35	210.00	1.54	924.00	0.30	180.00
114	FINAL SITE PREPARATION	7333 SY	1.50	10,999.50	2.40	17,599.20	3.27	23,978.91	1.00	7,333.00

Project Number: 2012103			Engineer's Estimate		Halme Construction Inc		Halme Builders Inc		MDM Construction	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule 01	general		**Schedule Description**				**Tax Classification** Not Public Street Improvement			
115	PAD PREPARATION	2070 SY	1.75	3,622.50	4.40	9,108.00	3.27	6,768.90	6.60	13,662.00
116	PREPARATION OF UNTREATED ROADWAY	3675 SY	1.60	5,880.00	1.30	4,777.50	2.15	7,901.25	1.75	6,431.25
117	STRUCTURE EXCAVATION CLASS B	3700 CY	8.00	29,600.00	8.50	31,450.00	7.62	28,194.00	4.85	17,945.00
118	CRUSHED SURFACING TOP COURSE	1450 CY	31.00	44,950.00	37.00	53,650.00	54.56	79,112.00	33.20	48,140.00
119	CSTC FOR SIDEWALK AND DRIVEWAYS	10 CY	45.00	450.00	46.00	460.00	30.20	302.00	19.75	197.50
120	DUST CONTROL	1 LS	* * * * * *	4,000.00	* * * * * *	960.00	* * * * * *	2,823.13	* * * * * *	985.00
121	HMA CL. 1/2 IN. PG 64-28, 2 INCH THICK	7350 SY	8.00	58,800.00	8.60	63,210.00	9.49	69,751.50	9.10	66,885.00
122	HMA CL. 1/2 IN. PG 64-28, 1-1/2 INCH THICK	7250 SY	6.75	48,937.50	6.80	49,300.00	7.52	54,520.00	7.25	52,562.50
123	HMA CL. 3/8 IN. PG 64-28, 1-1/2 INCH THICK	7250 SY	7.00	50,750.00	6.70	48,575.00	7.42	53,795.00	7.15	51,837.50
124	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	150 SY	28.10	4,214.25	27.00	4,050.00	30.32	4,548.00	29.20	4,380.00
125	PAVEMENT REPAIR EXCAVATION INCL. HAUL	150 SY	23.00	3,450.00	14.00	2,100.00	18.92	2,838.00	21.50	3,225.00
126	SOIL RESIDUAL HERBICIDE	11008 SY	0.50	5,504.00	0.15	1,651.20	0.17	1,871.36	0.20	2,201.60
127	COMMERCIAL CONCRETE	450 CY	380.00	171,000.00	215.00	96,750.00	250.00	112,500.00	385.00	173,250.00
128	EPOXY-COATED ST. REINF. BAR	40000 LB	1.10	44,000.00	1.05	42,000.00	1.11	44,400.00	1.05	42,000.00
129	STEEL REINFORCING BAR	6000 LB	0.90	5,400.00	0.85	5,100.00	0.98	5,880.00	0.90	5,400.00
130	GRAVEL BACKFILL FOR FOUNDATION CLASS B	230 CY	27.50	6,325.00	19.00	4,370.00	30.20	6,946.00	18.40	4,232.00
131	FABRICATED STEEL STRUCTURE	1 LS	* * * * * *	385,000.00	* * * * * *	280,000.00	* * * * * *	277,136.68	* * * * * *	270,000.00
132	ECOLOGY BLOCKS	130 EA	100.00	13,000.00	97.00	12,610.00	72.48	9,422.40	115.00	14,950.00
133	GROUTING AND SEALING ECOLOGY BLOCKS	150 LF	5.00	750.00	9.30	1,395.00	5.96	894.00	11.85	1,777.50

Project Number: 2012103			Engineer's Estimate		Halme Construction Inc		Halme Builders Inc		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 01	general					Not Public Street Improvement				
134	GRAVEL BACKFILL FOR DRYWELLS	30 CY	35.00	1,050.00	40.00	1,200.00	30.20	906.00	105.00	3,150.00
135	DUCTILE IRON STORM SEWER PIPE 8 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	500 LF	50.00	25,000.00	37.00	18,500.00	42.35	21,175.00	44.75	22,375.00
136	8 INCH SLIDE GATE	1 EA	3,500.00	3,500.00	2,100.00	2,100.00	705.78	705.78	1,500.00	1,500.00
137	SPOKANE COUNTY CURB INLET, TYPE 2	2 EA	2,500.00	5,000.00	775.00	1,550.00	892.10	1,784.20	1,000.00	2,000.00
138	MANHOLE TYPE 3-96, BASIC PRICE	1 EA	11,000.00	11,000.00	4,300.00	4,300.00	6,973.13	6,973.13	5,250.00	5,250.00
139	CATCH BASIN TYPE 1	7 EA	1,900.00	13,300.00	2,000.00	14,000.00	1,609.19	11,264.33	1,500.00	10,500.00
140	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	2 EA	500.00	1,000.00	210.00	420.00	383.94	767.88	655.00	1,310.00
141	PLUGGING EXISTING PIPE	1 EA	250.00	250.00	200.00	200.00	118.58	118.58	460.00	460.00
142	CLEANING EXISTING SANITARY SEWER	1 EA	600.00	600.00	1,600.00	1,600.00	2,117.35	2,117.35	1,650.00	1,650.00
143	TRENCH SAFETY SYSTEM	1 LS	* * * * * *	1,000.00	* * * * * *	500.00	* * * * * *	1,693.87	* * * * * *	215.00
144	REMOVAL OF EXISTING 6 IN. DIAM. WATER MAIN-	603 LF	6.00	3,618.00	3.50	2,110.50	13.55	8,170.65	7.10	4,281.30
145	YARD HYDRANT AND WATER SERVICE ASSEMBLY, 2 IN. DIAM-	1 LS	* * * * * *	0.00	* * * * * *	15,500.00	* * * * * *	6,916.67	* * * * * *	12,000.00
146	HYDRANT ASSEMBLY	1 LS	* * * * * *	0.00	* * * * * *	13,500.00	* * * * * *	12,280.61	* * * * * *	16,500.00
147	WATER TAP APPLICATION FEE	2 EA	40.00	80.00	40.00	80.00	40.00	80.00	40.00	80.00
148	2 INCH IRRIGATION WATER TAP INSTALLATION FEE	1 EA	670.00	670.00	670.00	670.00	670.00	670.00	670.00	670.00
149	6-INCH FIRE TAP INSTALLATION FEE	1 EA	2,115.00	2,115.00	2,115.00	2,115.00	2,115.00	2,115.00	2,115.00	2,115.00
150	1-1/2 INCH IRRIGATION METER FEE	1 EA	1,140.00	1,140.00	1,140.00	1,140.00	1,140.00	1,140.00	1,140.00	1,140.00
151	6-INCH FIRE DOUBLE DETECTOR CHECK VALVE ASSEMBLY FEE	1 EA	3,070.00	3,070.00	3,070.00	3,070.00	3,070.00	3,070.00	3,070.00	3,070.00

Project Number: 2012103			Engineer's Estimate		Halme Construction Inc		Halme Builders Inc		MDM Construction	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule 01	general									
	Schedule Description									
	Tax Classification									
					Not Public Street Improvement					
152	WATER VAULT	1 EA	0.00	0.00	7,000.00	7,000.00	5,420.41	5,420.41	7,800.00	7,800.00
153	ESC LEAD	1 LS	* * * * * *	2,500.00	* * * * * *	520.00	* * * * * *	500.00	* * * * * *	2,800.00
154	INLET PROTECTION	9 EA	100.00	900.00	46.00	414.00	79.04	711.36	85.00	765.00
155	STREET CLEANING	20 HR	150.00	3,000.00	130.00	2,600.00	124.23	2,484.60	170.00	3,400.00
156	SEEDING, FERTILIZING AND MULCHING	1 AC	6,750.00	6,750.00	4,650.00	4,650.00	3,387.75	3,387.75	7,725.00	7,725.00
157	4 INCH PVC IRRIGATION SLEEVE	57 LF	5.00	285.00	14.25	812.25	3.27	186.39	5.00	285.00
158	CEMENT CONC. CURB AND GUTTER	90 LF	22.00	1,980.00	33.50	3,015.00	21.34	1,920.60	28.50	2,565.00
159	CEMENT CONCRETE DRIVEWAY	50 SY	41.50	2,075.00	65.00	3,250.00	39.63	1,981.50	73.00	3,650.00
160	CHAIN LINK FENCE - TYPE 6 FOOT HIGH	1700 LF	35.00	59,500.00	14.80	25,160.00	19.33	32,861.00	14.50	24,650.00
161	CHAIN LINK FENCE - TYPE 8 FOOT HIGH	100 LF	50.00	5,000.00	20.50	2,050.00	22.02	2,202.00	21.00	2,100.00
162	20 FOOT CHAIN LINK GATE - 6 FOOT HIGH	1 EA	2,500.00	2,500.00	775.00	775.00	1,957.00	1,957.00	1,850.00	1,850.00
163	20 FOOT CHAIN LINK GATE - 8 FOOT HIGH	1 EA	3,000.00	3,000.00	1,000.00	1,000.00	2,111.71	2,111.71	2,000.00	2,000.00
164	CEMENT CONC. SIDEWALK	25 SY	35.00	875.00	44.00	1,100.00	12.67	316.75	100.00	2,500.00
165	ELECTRICAL	1 LS	* * * * * *	44,000.00	* * * * * *	31,000.00	* * * * * *	38,977.96	* * * * * *	45,000.00
166	BOLLARD	24 EA	750.00	18,000.00	820.00	19,680.00	247.06	5,929.44	225.00	5,400.00
167	BUILDING APPERTENANCES	1 LS	* * * * * *	1,500.00	* * * * * *	2,600.00	* * * * * *	555.68	* * * * * *	1,500.00
	Schedule Totals			1,238,104.75		989,244.65		1,048,830.88		1,053,535.50

Project Number: 2012103			Engineer's Estimate		Anchor Construction Contractors LLC		Blew's Construction Inc		Schimmels Construction	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule 01	general						Not 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	* * * * * *	400.00	* * * * * *	750.00	* * * * * *	365.00
103	POTHOLING	2 EA	500.00	1,000.00	300.00	600.00	90.00	180.00	313.00	626.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	* * * * * *	1,000.00	* * * * * *	500.00	* * * * * *	100.00	* * * * * *	875.00
105	MOBILIZATION	1 LS	* * * * * *	100,000.00	* * * * * *	118,423.73	* * * * * *	247,400.00	* * * * * *	61,678.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	* * * * * *	4,000.00	* * * * * *	5,000.00	* * * * * *	250.00	* * * * * *	558.00
107	TEMPORARY CHAIN LINK FENCE	100 LF	10.00	1,000.00	18.00	1,800.00	2.00	200.00	4.46	446.00
108	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	* * * * * *	8,000.00	* * * * * *	3,000.00	* * * * * *	1,600.00	* * * * * *	11,515.00
109	REMOVE EXISTING CURB AND GUTTER	53 LF	7.00	371.00	6.00	318.00	5.00	265.00	12.13	642.89
110	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	10 SY	10.00	100.00	20.00	200.00	40.00	400.00	20.00	200.00
111	SAWCUTTING CURB	2 EA	21.00	42.00	44.80	89.60	20.00	40.00	69.00	138.00
112	SAWCUTTING RIGID PAVEMENT	100 LFI	2.00	200.00	1.50	150.00	0.91	91.00	0.95	95.00
113	SAWCUTTING FLEXIBLE PAVEMENT	600 LFI	1.25	750.00	1.00	600.00	0.27	162.00	0.95	570.00
114	FINAL SITE PREPARATION	7333 SY	1.50	10,999.50	2.00	14,666.00	1.23	9,019.59	1.13	8,286.29
115	PAD PREPARATION	2070 SY	1.75	3,622.50	12.00	24,840.00	2.00	4,140.00	9.73	20,141.10
116	PREPARATION OF UNTREATED ROADWAY	3675 SY	1.60	5,880.00	1.38	5,071.50	4.00	14,700.00	1.01	3,711.75
117	STRUCTURE EXCAVATION CLASS B	3700 CY	8.00	29,600.00	7.50	27,750.00	16.00	59,200.00	10.11	37,407.00
118	CRUSHED SURFACING TOP COURSE	1450 CY	31.00	44,950.00	35.00	50,750.00	52.90	76,705.00	41.00	59,450.00
119	CSTC FOR SIDEWALK AND DRIVEWAYS	10 CY	45.00	450.00	55.00	550.00	82.00	820.00	76.00	760.00

Project Number: 2012103			Engineer's Estimate		Anchor Construction Contractors LLC		Blew's Construction Inc		Schimmels 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 01 general Not Public Street Improvement

Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
120	DUST CONTROL	1 LS	******	4,000.00	******	12,000.00	******	500.00	******	1.12
121	HMA CL. 1/2 IN. PG 64-28, 2 INCH THICK	7350 SY	8.00	58,800.00	9.24	67,914.00	8.40	61,740.00	9.40	69,090.00
122	HMA CL. 1/2 IN. PG 64-28, 1-1/2 INCH THICK	7250 SY	6.75	48,937.50	7.19	52,127.50	6.60	47,850.00	7.44	53,940.00
123	HMA CL. 3/8 IN. PG 64-28, 1-1/2 INCH THICK	7250 SY	7.00	50,750.00	7.09	51,402.50	6.57	47,632.50	7.34	53,215.00
124	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	150 SY	28.10	4,214.25	29.00	4,350.00	26.85	4,027.50	29.94	4,491.00
125	PAVEMENT REPAIR EXCAVATION INCL. HAUL	150 SY	23.00	3,450.00	22.00	3,300.00	10.00	1,500.00	14.36	2,154.00
126	SOIL RESIDUAL HERBICIDE	11008 SY	0.50	5,504.00	0.17	1,871.36	0.15	1,651.20	0.17	1,871.36
127	COMMERCIAL CONCRETE	450 CY	380.00	171,000.00	342.48	154,116.00	83.00	37,350.00	247.00	111,150.00
128	EPOXY-COATED ST. REINF. BAR	40000 LB	1.10	44,000.00	1.05	42,000.00	0.74	29,600.00	1.09	43,600.00
129	STEEL REINFORCING BAR	6000 LB	0.90	5,400.00	0.87	5,220.00	0.50	3,000.00	0.90	5,400.00
130	GRAVEL BACKFILL FOR FOUNDATION CLASS B	230 CY	27.50	6,325.00	33.00	7,590.00	25.00	5,750.00	47.37	10,895.10
131	FABRICATED STEEL STRUCTURE	1 LS	******	385,000.00	******	211,039.00	******	250,000.00	******	301,112.00
132	ECOLOGY BLOCKS	130 EA	100.00	13,000.00	68.25	8,872.50	70.00	9,100.00	121.00	15,730.00
133	GROUTING AND SEALING ECOLOGY BLOCKS	150 LF	5.00	750.00	20.00	3,000.00	2.50	375.00	15.00	2,250.00
134	GRAVEL BACKFILL FOR DRYWELLS	30 CY	35.00	1,050.00	52.00	1,560.00	25.00	750.00	31.00	930.00
135	DUCTILE IRON STORM SEWER PIPE 8 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	500 LF	50.00	25,000.00	41.00	20,500.00	28.00	14,000.00	48.00	24,000.00
136	8 INCH SLIDE GATE	1 EA	3,500.00	3,500.00	3,200.00	3,200.00	2,200.00	2,200.00	3,190.00	3,190.00
137	SPOKANE COUNTY CURB INLET, TYPE 2	2 EA	2,500.00	5,000.00	1,100.00	2,200.00	1,000.00	2,000.00	953.00	1,906.00
138	MANHOLE TYPE 3-96, BASIC PRICE	1 EA	11,000.00	11,000.00	10,300.00	10,300.00	2,500.00	2,500.00	5,627.00	5,627.00

Project Number: 2012103			Engineer's Estimate		Anchor Construction Contractors LLC		Blew's Construction Inc		Schimmels Construction	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule 01	general		**Schedule Description**				**Tax Classification** Not Public Street Improvement			
139	CATCH BASIN TYPE 1	7 EA	1,900.00	13,300.00	1,850.00	12,950.00	2,200.00	15,400.00	1,916.00	13,412.00
140	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	2 EA	500.00	1,000.00	500.00	1,000.00	400.00	800.00	588.00	1,176.00
141	PLUGGING EXISTING PIPE	1 EA	250.00	250.00	110.00	110.00	175.00	175.00	127.00	127.00
142	CLEANING EXISTING SANITARY SEWER	1 EA	600.00	600.00	165.00	165.00	350.00	350.00	1,673.00	1,673.00
143	TRENCH SAFETY SYSTEM	1 LS	* * * * * *	1,000.00	* * * * * *	1,200.00	* * * * * *	750.00	* * * * * *	304.00
144	REMOVAL OF EXISTING 6 IN. DIAM. WATER MAIN-	603 LF	6.00	3,618.00	4.50	2,713.50	8.00	4,824.00	15.00	9,045.00
145	YARD HYDRANT AND WATER SERVICE ASSEMBLY, 2 IN. DIAM-	1 LS	* * * * * *	0.00	* * * * * *	13,500.00	* * * * * *	19,200.00	* * * * * *	15,021.00
146	HYDRANT ASSEMBLY	1 LS	* * * * * *	0.00	* * * * * *	9,240.00	* * * * * *	16,340.00	* * * * * *	20,804.00
147	WATER TAP APPLICATION FEE	2 EA	40.00	80.00	40.00	80.00	40.00	80.00	40.00	80.00
148	2 INCH IRRIGATION WATER TAP INSTALLATION FEE	1 EA	670.00	670.00	670.00	670.00	670.00	670.00	670.00	670.00
149	6-INCH FIRE TAP INSTALLATION FEE	1 EA	2,115.00	2,115.00	2,115.00	2,115.00	2,115.00	2,115.00	2,115.00	2,115.00
150	1-1/2 INCH IRRIGATION METER FEE	1 EA	1,140.00	1,140.00	1,140.00	1,140.00	1,140.00	1,140.00	1,140.00	1,140.00
151	6-INCH FIRE DOUBLE DETECTOR CHECK VALVE ASSEMBLY FEE	1 EA	3,070.00	3,070.00	3,070.00	3,070.00	3,070.00	3,070.00	3,070.00	3,070.00
152	WATER VAULT	1 EA	0.00	0.00	8,450.00	8,450.00	7,000.00	7,000.00	4,462.00	4,462.00
153	ESC LEAD	1 LS	* * * * * *	2,500.00	* * * * * *	600.00	* * * * * *	500.00	* * * * * *	425.00
154	INLET PROTECTION	9 EA	100.00	900.00	46.00	414.00	25.00	225.00	68.00	612.00
155	STREET CLEANING	20 HR	150.00	3,000.00	63.00	1,260.00	75.00	1,500.00	25.00	500.00
156	SEEDING, FERTILIZING AND MULCHING	1 AC	6,750.00	6,750.00	1,900.00	1,900.00	4,490.00	4,490.00	4,461.00	4,461.00
157	4 INCH PVC IRRIGATION SLEEVE	57 LF	5.00	285.00	24.00	1,368.00	8.00	456.00	10.00	570.00

Project Number: 2012103			Engineer's Estimate		Anchor Construction Contractors LLC		Blew's Construction Inc		Schimmels Construction	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule 01	Schedule Description: general						Tax Classification: Not Public Street Improvement			
158	CEMENT CONC. CURB AND GUTTER	90 LF	22.00	1,980.00	26.40	2,376.00	25.00	2,250.00	28.00	2,520.00
159	CEMENT CONCRETE DRIVEWAY	50 SY	41.50	2,075.00	67.00	3,350.00	38.25	1,912.50	45.00	2,250.00
160	CHAIN LINK FENCE - TYPE 6 FOOT HIGH	1700 LF	35.00	59,500.00	19.00	32,300.00	18.00	30,600.00	19.00	32,300.00
161	CHAIN LINK FENCE - TYPE 8 FOOT HIGH	100 LF	50.00	5,000.00	24.00	2,400.00	22.00	2,200.00	22.00	2,200.00
162	20 FOOT CHAIN LINK GATE - 6 FOOT HIGH	1 EA	2,500.00	2,500.00	800.00	800.00	700.00	700.00	1,933.00	1,933.00
163	20 FOOT CHAIN LINK GATE - 8 FOOT HIGH	1 EA	3,000.00	3,000.00	1,100.00	1,100.00	1,000.00	1,000.00	2,085.00	2,085.00
164	CEMENT CONC. SIDEWALK	25 SY	35.00	875.00	52.80	1,320.00	31.50	787.50	4.00	100.00
165	ELECTRICAL	1 LS	* * * * * *	44,000.00	* * * * * *	39,926.00	* * * * * *	31,700.00	* * * * * *	37,847.00
166	BOLLARD	24 EA	750.00	18,000.00	550.00	13,200.00	125.00	3,000.00	588.00	14,112.00
167	BUILDING APPERTENANCES	1 LS	* * * * * *	1,500.00	* * * * * *	3,000.00	* * * * * *	1,000.00	* * * * * *	1,563.00
	Schedule Totals			1,238,104.75		1,078,990.19		1,091,784.79		1,094,595.61

Project Number: 2012103			Engineer's Estimate		Cameron-Reilly		William Winkler Company		West Company, Inc_	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule 01	general									
	Schedule Description									
	Tax Classification									
			Not 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	* * * * * *	750.00	* * * * * *	2,200.00	* * * * * *	1,000.00
103	POTHOLING	2 EA	500.00	1,000.00	250.00	500.00	220.00	440.00	500.00	1,000.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	* * * * * *	1,000.00	* * * * * *	1,200.00	* * * * * *	770.00	* * * * * *	1,000.00
105	MOBILIZATION	1 LS	* * * * * *	100,000.00	* * * * * *	53,000.00	* * * * * *	45,210.00	* * * * * *	120,000.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	* * * * * *	4,000.00	* * * * * *	1,000.00	* * * * * *	2,600.00	* * * * * *	1,000.00
107	TEMPORARY CHAIN LINK FENCE	100 LF	10.00	1,000.00	5.00	500.00	7.50	750.00	10.00	1,000.00
108	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	* * * * * *	8,000.00	* * * * * *	2,500.00	* * * * * *	9,680.00	* * * * * *	10,000.00
109	REMOVE EXISTING CURB AND GUTTER	53 LF	7.00	371.00	10.00	530.00	3.00	159.00	3.50	185.50
110	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	10 SY	10.00	100.00	30.00	300.00	16.50	165.00	10.00	100.00
111	SAWCUTTING CURB	2 EA	21.00	42.00	50.00	100.00	150.00	300.00	25.00	50.00
112	SAWCUTTING RIGID PAVEMENT	100 LFI	2.00	200.00	1.00	100.00	1.25	125.00	1.00	100.00
113	SAWCUTTING FLEXIBLE PAVEMENT	600 LFI	1.25	750.00	1.00	600.00	1.00	600.00	1.00	600.00
114	FINAL SITE PREPARATION	7333 SY	1.50	10,999.50	3.00	21,999.00	0.75	5,499.75	1.25	9,166.25
115	PAD PREPARATION	2070 SY	1.75	3,622.50	10.70	22,149.00	0.90	1,863.00	4.50	9,315.00
116	PREPARATION OF UNTREATED ROADWAY	3675 SY	1.60	5,880.00	3.00	11,025.00	1.40	5,145.00	1.75	6,431.25
117	STRUCTURE EXCAVATION CLASS B	3700 CY	8.00	29,600.00	12.00	44,400.00	13.20	48,840.00	8.50	31,450.00
118	CRUSHED SURFACING TOP COURSE	1450 CY	31.00	44,950.00	46.00	66,700.00	58.20	84,390.00	45.00	65,250.00
119	CSTC FOR SIDEWALK AND DRIVEWAYS	10 CY	45.00	450.00	70.00	700.00	55.00	550.00	75.00	750.00

Project Number: 2012103			Engineer's Estimate		Cameron-Reilly		William Winkler Company		West Company, 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 general Not Public Street Improvement

Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
120	DUST CONTROL	1 LS	******	4,000.00	******	2,500.00	******	5,600.00	******	10,000.00
121	HMA CL. 1/2 IN. PG 64-28, 2 INCH THICK	7350 SY	8.00	58,800.00	9.25	67,987.50	9.25	67,987.50	8.50	62,475.00
122	HMA CL. 1/2 IN. PG 64-28, 1-1/2 INCH THICK	7250 SY	6.75	48,937.50	7.33	53,142.50	7.35	53,287.50	6.70	48,575.00
123	HMA CL. 3/8 IN. PG 64-28, 1-1/2 INCH THICK	7250 SY	7.00	50,750.00	7.23	52,417.50	7.30	52,925.00	6.60	47,850.00
124	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	150 SY	28.10	4,214.25	29.55	4,432.50	29.60	4,440.00	27.00	4,050.00
125	PAVEMENT REPAIR EXCAVATION INCL. HAUL	150 SY	23.00	3,450.00	35.00	5,250.00	19.80	2,970.00	8.00	1,200.00
126	SOIL RESIDUAL HERBICIDE	11008 SY	0.50	5,504.00	0.20	2,201.60	0.18	1,981.44	0.15	1,651.20
127	COMMERCIAL CONCRETE	450 CY	380.00	171,000.00	275.00	123,750.00	296.00	133,200.00	350.00	157,500.00
128	EPOXY-COATED ST. REINF. BAR	40000 LB	1.10	44,000.00	1.30	52,000.00	1.10	44,000.00	1.70	68,000.00
129	STEEL REINFORCING BAR	6000 LB	0.90	5,400.00	1.05	6,300.00	0.55	3,300.00	1.00	6,000.00
130	GRAVEL BACKFILL FOR FOUNDATION CLASS B	230 CY	27.50	6,325.00	45.00	10,350.00	25.85	5,945.50	45.00	10,350.00
131	FABRICATED STEEL STRUCTURE	1 LS	******	385,000.00	******	275,000.00	******	334,910.00	******	310,000.00
132	ECOLOGY BLOCKS	130 EA	100.00	13,000.00	45.00	5,850.00	103.00	13,390.00	95.00	12,350.00
133	GROUTING AND SEALING ECOLOGY BLOCKS	150 LF	5.00	750.00	10.00	1,500.00	21.30	3,195.00	15.00	2,250.00
134	GRAVEL BACKFILL FOR DRYWELLS	30 CY	35.00	1,050.00	60.00	1,800.00	30.80	924.00	50.00	1,500.00
135	DUCTILE IRON STORM SEWER PIPE 8 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	500 LF	50.00	25,000.00	45.00	22,500.00	48.95	24,475.00	50.00	25,000.00
136	8 INCH SLIDE GATE	1 EA	3,500.00	3,500.00	750.00	750.00	2,725.00	2,725.00	1,000.00	1,000.00
137	SPOKANE COUNTY CURB INLET, TYPE 2	2 EA	2,500.00	5,000.00	900.00	1,800.00	1,150.00	2,300.00	750.00	1,500.00
138	MANHOLE TYPE 3-96, BASIC PRICE	1 EA	11,000.00	11,000.00	10,300.00	10,300.00	5,785.00	5,785.00	10,000.00	10,000.00

Project Number: 2012103			Engineer's Estimate		Cameron-Reilly		William Winkler Company		West Company, Inc_	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule 01	Schedule Description: general		Tax Classification: Not Public Street Improvement							
139	CATCH BASIN TYPE 1	7 EA	1,900.00	13,300.00	1,600.00	11,200.00	2,057.00	14,399.00	1,750.00	12,250.00
140	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	2 EA	500.00	1,000.00	500.00	1,000.00	715.00	1,430.00	1,000.00	2,000.00
141	PLUGGING EXISTING PIPE	1 EA	250.00	250.00	350.00	350.00	495.00	495.00	650.00	650.00
142	CLEANING EXISTING SANITARY SEWER	1 EA	600.00	600.00	500.00	500.00	1,800.00	1,800.00	2,500.00	2,500.00
143	TRENCH SAFETY SYSTEM	1 LS	* * * * * *	1,000.00	* * * * * *	500.00	* * * * * *	1,100.00	* * * * * *	500.00
144	REMOVAL OF EXISTING 6 IN. DIAM. WATER MAIN-	603 LF	6.00	3,618.00	7.00	4,221.00	6.00	3,618.00	7.50	4,522.50
145	YARD HYDRANT AND WATER SERVICE ASSEMBLY, 2 IN. DIAM-	1 LS	* * * * * *	0.00	* * * * * *	10,000.00	* * * * * *	13,225.00	* * * * * *	10,000.00
146	HYDRANT ASSEMBLY	1 LS	* * * * * *	0.00	* * * * * *	10,000.00	* * * * * *	12,710.00	* * * * * *	18,000.00
147	WATER TAP APPLICATION FEE	2 EA	40.00	80.00	40.00	80.00	40.00	80.00	40.00	80.00
148	2 INCH IRRIGATION WATER TAP INSTALLATION FEE	1 EA	670.00	670.00	670.00	670.00	670.00	670.00	670.00	670.00
149	6-INCH FIRE TAP INSTALLATION FEE	1 EA	2,115.00	2,115.00	2,115.00	2,115.00	2,115.00	2,115.00	2,115.00	2,115.00
150	1-1/2 INCH IRRIGATION METER FEE	1 EA	1,140.00	1,140.00	1,140.00	1,140.00	1,140.00	1,140.00	1,140.00	1,140.00
151	6-INCH FIRE DOUBLE DETECTOR CHECK VALVE ASSEMBLY FEE	1 EA	3,070.00	3,070.00	3,070.00	3,070.00	3,070.00	3,070.00	3,070.00	3,070.00
152	WATER VAULT	1 EA	0.00	0.00	7,000.00	7,000.00	5,500.00	5,500.00	10,000.00	10,000.00
153	ESC LEAD	1 LS	* * * * * *	2,500.00	* * * * * *	750.00	* * * * * *	2,100.00	* * * * * *	500.00
154	INLET PROTECTION	9 EA	100.00	900.00	100.00	900.00	200.00	1,800.00	100.00	900.00
155	STREET CLEANING	20 HR	150.00	3,000.00	125.00	2,500.00	93.50	1,870.00	150.00	3,000.00
156	SEEDING, FERTILIZING AND MULCHING	1 AC	6,750.00	6,750.00	4,000.00	4,000.00	4,940.00	4,940.00	4,500.00	4,500.00
157	4 INCH PVC IRRIGATION SLEEVE	57 LF	5.00	285.00	10.00	570.00	12.00	684.00	15.00	855.00

Project Number: 2012103			Engineer's Estimate		Cameron-Reilly		William Winkler Company		West Company, 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* general Not Public Street Improvement

Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
158	CEMENT CONC. CURB AND GUTTER	90 LF	22.00	1,980.00	30.00	2,700.00	27.00	2,430.00	27.00	2,430.00
159	CEMENT CONCRETE DRIVEWAY	50 SY	41.50	2,075.00	50.00	2,500.00	66.00	3,300.00	70.00	3,500.00
160	CHAIN LINK FENCE - TYPE 6 FOOT HIGH	1700 LF	35.00	59,500.00	19.00	32,300.00	20.70	35,190.00	18.00	30,600.00
161	CHAIN LINK FENCE - TYPE 8 FOOT HIGH	100 LF	50.00	5,000.00	22.00	2,200.00	21.45	2,145.00	20.00	2,000.00
162	20 FOOT CHAIN LINK GATE - 6 FOOT HIGH	1 EA	2,500.00	2,500.00	2,000.00	2,000.00	1,910.00	1,910.00	1,800.00	1,800.00
163	20 FOOT CHAIN LINK GATE - 8 FOOT HIGH	1 EA	3,000.00	3,000.00	1,900.00	1,900.00	2,060.00	2,060.00	2,000.00	2,000.00
164	CEMENT CONC. SIDEWALK	25 SY	35.00	875.00	60.00	1,500.00	55.00	1,375.00	60.00	1,500.00
165	ELECTRICAL	1 LS	******	44,000.00	******	36,574.00	******	56,575.00	******	40,000.00
166	BOLLARD	24 EA	750.00	18,000.00	1,000.00	24,000.00	610.00	14,640.00	400.00	9,600.00
167	BUILDING APPERTENANCES	1 LS	******	1,500.00	******	2,500.00	******	1,600.00	******	5,000.00
	Schedule Totals			1,238,104.75		1,096,625.60		1,166,599.69		1,215,332.70

Project Number: 2012103			Engineer's Estimate		Murphy Brothers Inc		S & L Underground inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule 01	general						Not Public Street Improvement			
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
102	SPCC PLAN	1 LS	* * * * * *	750.00	* * * * * *	780.00	* * * * * *	5,000.00	* * * * * *	0.00
103	POTHOLING	2 EA	500.00	1,000.00	450.00	900.00	200.00	400.00	0.00	0.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	* * * * * *	1,000.00	* * * * * *	750.00	* * * * * *	2,000.00	* * * * * *	0.00
105	MOBILIZATION	1 LS	* * * * * *	100,000.00	* * * * * *	80,000.00	* * * * * *	120,000.00	* * * * * *	0.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	* * * * * *	4,000.00	* * * * * *	3,000.00	* * * * * *	5,000.00	* * * * * *	0.00
107	TEMPORARY CHAIN LINK FENCE	100 LF	10.00	1,000.00	4.65	465.00	15.00	1,500.00	0.00	0.00
108	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	* * * * * *	8,000.00	* * * * * *	8,400.00	* * * * * *	20,000.00	* * * * * *	0.00
109	REMOVE EXISTING CURB AND GUTTER	53 LF	7.00	371.00	9.75	516.75	10.00	530.00	0.00	0.00
110	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	10 SY	10.00	100.00	12.00	120.00	15.00	150.00	0.00	0.00
111	SAWCUTTING CURB	2 EA	21.00	42.00	47.00	94.00	50.00	100.00	0.00	0.00
112	SAWCUTTING RIGID PAVEMENT	100 LFI	2.00	200.00	1.00	100.00	4.00	400.00	0.00	0.00
113	SAWCUTTING FLEXIBLE PAVEMENT	600 LFI	1.25	750.00	0.30	180.00	3.00	1,800.00	0.00	0.00
114	FINAL SITE PREPARATION	7333 SY	1.50	10,999.50	4.00	29,332.00	2.00	14,666.00	0.00	0.00
115	PAD PREPARATION	2070 SY	1.75	3,622.50	19.00	39,330.00	10.00	20,700.00	0.00	0.00
116	PREPARATION OF UNTREATED ROADWAY	3675 SY	1.60	5,880.00	2.00	7,350.00	6.00	22,050.00	0.00	0.00
117	STRUCTURE EXCAVATION CLASS B	3700 CY	8.00	29,600.00	17.00	62,900.00	15.00	55,500.00	0.00	0.00
118	CRUSHED SURFACING TOP COURSE	1450 CY	31.00	44,950.00	38.00	55,100.00	45.00	65,250.00	0.00	0.00
119	CSTC FOR SIDEWALK AND DRIVEWAYS	10 CY	45.00	450.00	30.00	300.00	45.00	450.00	0.00	0.00

Project Number: 2012103			Engineer's Estimate		Murphy Brothers Inc		S & L Underground inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule 01	general						Not Public Street Improvement			
120	DUST CONTROL	1 LS	******	4,000.00	******	5,000.00	******	10,000.00	******	0.00
121	HMA CL. 1/2 IN. PG 64-28, 2 INCH THICK	7350 SY	8.00	58,800.00	8.95	65,782.50	9.00	66,150.00	0.00	0.00
122	HMA CL. 1/2 IN. PG 64-28, 1-1/2 INCH THICK	7250 SY	6.75	48,937.50	6.75	48,937.50	7.00	50,750.00	0.00	0.00
123	HMA CL. 3/8 IN. PG 64-28, 1-1/2 INCH THICK	7250 SY	7.00	50,750.00	7.25	52,562.50	7.00	50,750.00	0.00	0.00
124	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	150 SY	28.10	4,214.25	26.25	3,937.50	28.00	4,200.00	0.00	0.00
125	PAVEMENT REPAIR EXCAVATION INCL. HAUL	150 SY	23.00	3,450.00	26.00	3,900.00	5.00	750.00	0.00	0.00
126	SOIL RESIDUAL HERBICIDE	11008 SY	0.50	5,504.00	0.15	1,651.20	0.20	2,201.60	0.00	0.00
127	COMMERCIAL CONCRETE	450 CY	380.00	171,000.00	375.00	168,750.00	350.00	157,500.00	0.00	0.00
128	EPOXY-COATED ST. REINF. BAR	40000 LB	1.10	44,000.00	1.70	68,000.00	2.00	80,000.00	0.00	0.00
129	STEEL REINFORCING BAR	6000 LB	0.90	5,400.00	0.55	3,300.00	1.00	6,000.00	0.00	0.00
130	GRAVEL BACKFILL FOR FOUNDATION CLASS B	230 CY	27.50	6,325.00	42.00	9,660.00	45.00	10,350.00	0.00	0.00
131	FABRICATED STEEL STRUCTURE	1 LS	******	385,000.00	******	275,000.00	******	369,000.00	******	0.00
132	ECOLOGY BLOCKS	130 EA	100.00	13,000.00	185.00	24,050.00	60.00	7,800.00	0.00	0.00
133	GROUTING AND SEALING ECOLOGY BLOCKS	150 LF	5.00	750.00	25.00	3,750.00	20.00	3,000.00	0.00	0.00
134	GRAVEL BACKFILL FOR DRYWELLS	30 CY	35.00	1,050.00	72.00	2,160.00	45.00	1,350.00	0.00	0.00
135	DUCTILE IRON STORM SEWER PIPE 8 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	500 LF	50.00	25,000.00	45.00	22,500.00	45.00	22,500.00	0.00	0.00
136	8 INCH SLIDE GATE	1 EA	3,500.00	3,500.00	800.00	800.00	1,200.00	1,200.00	0.00	0.00
137	SPOKANE COUNTY CURB INLET, TYPE 2	2 EA	2,500.00	5,000.00	950.00	1,900.00	1,200.00	2,400.00	0.00	0.00
138	MANHOLE TYPE 3-96, BASIC PRICE	1 EA	11,000.00	11,000.00	5,300.00	5,300.00	4,500.00	4,500.00	0.00	0.00

Project Number: 2012103			Engineer's Estimate		Murphy Brothers Inc		S & L Underground 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	general					Not Public Street Improvement				
139	CATCH BASIN TYPE 1	7 EA	1,900.00	13,300.00	1,800.00	12,600.00	2,400.00	16,800.00	0.00	0.00
140	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	2 EA	500.00	1,000.00	675.00	1,350.00	3,200.00	6,400.00	0.00	0.00
141	PLUGGING EXISTING PIPE	1 EA	250.00	250.00	775.00	775.00	600.00	600.00	0.00	0.00
142	CLEANING EXISTING SANITARY SEWER	1 EA	600.00	600.00	420.00	420.00	2,500.00	2,500.00	0.00	0.00
143	TRENCH SAFETY SYSTEM	1 LS	* * * * * *	1,000.00	* * * * * *	520.00	* * * * * *	5,000.00	* * * * * *	0.00
144	REMOVAL OF EXISTING 6 IN. DIAM. WATER MAIN-	603 LF	6.00	3,618.00	6.75	4,070.25	10.00	6,030.00	0.00	0.00
145	YARD HYDRANT AND WATER SERVICE ASSEMBLY, 2 IN. DIAM-	1 LS	* * * * * *	0.00	* * * * * *	8,750.00	* * * * * *	8,000.00	* * * * * *	0.00
146	HYDRANT ASSEMBLY	1 LS	* * * * * *	0.00	* * * * * *	11,000.00	* * * * * *	23,200.00	* * * * * *	0.00
147	WATER TAP APPLICATION FEE	2 EA	40.00	80.00	40.00	80.00	40.00	80.00	0.00	0.00
148	2 INCH IRRIGATION WATER TAP INSTALLATION FEE	1 EA	670.00	670.00	670.00	670.00	670.00	670.00	0.00	0.00
149	6-INCH FIRE TAP INSTALLATION FEE	1 EA	2,115.00	2,115.00	2,115.00	2,115.00	2,115.00	2,115.00	0.00	0.00
150	1-1/2 INCH IRRIGATION METER FEE	1 EA	1,140.00	1,140.00	1,140.00	1,140.00	1,140.00	1,140.00	0.00	0.00
151	6-INCH FIRE DOUBLE DETECTOR CHECK VALVE ASSEMBLY FEE	1 EA	3,070.00	3,070.00	3,070.00	3,070.00	3,070.00	3,070.00	0.00	0.00
152	WATER VAULT	1 EA	0.00	0.00	6,300.00	6,300.00	12,000.00	12,000.00	0.00	0.00
153	ESC LEAD	1 LS	* * * * * *	2,500.00	* * * * * *	950.00	* * * * * *	2,000.00	* * * * * *	0.00
154	INLET PROTECTION	9 EA	100.00	900.00	78.00	702.00	150.00	1,350.00	0.00	0.00
155	STREET CLEANING	20 HR	150.00	3,000.00	130.00	2,600.00	65.00	1,300.00	0.00	0.00
156	SEEDING, FERTILIZING AND MULCHING	1 AC	6,750.00	6,750.00	5,000.00	5,000.00	5,000.00	5,000.00	0.00	0.00
157	4 INCH PVC IRRIGATION SLEEVE	57 LF	5.00	285.00	8.50	484.50	25.00	1,425.00	0.00	0.00

Project Number: 2012103			Engineer's Estimate		Murphy Brothers Inc		S & L Underground inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule 01	**Schedule Description** general					**Tax Classification** Not Public Street Improvement				
158	CEMENT CONC. CURB AND GUTTER	90 LF	22.00	1,980.00	26.00	2,340.00	28.00	2,520.00	0.00	0.00
159	CEMENT CONCRETE DRIVEWAY	50 SY	41.50	2,075.00	64.00	3,200.00	65.00	3,250.00	0.00	0.00
160	CHAIN LINK FENCE - TYPE 6 FOOT HIGH	1700 LF	35.00	59,500.00	17.80	30,260.00	19.00	32,300.00	0.00	0.00
161	CHAIN LINK FENCE - TYPE 8 FOOT HIGH	100 LF	50.00	5,000.00	20.28	2,028.00	27.00	2,700.00	0.00	0.00
162	20 FOOT CHAIN LINK GATE - 6 FOOT HIGH	1 EA	2,500.00	2,500.00	1,802.32	1,802.32	1,800.00	1,800.00	0.00	0.00
163	20 FOOT CHAIN LINK GATE - 8 FOOT HIGH	1 EA	3,000.00	3,000.00	1,944.80	1,944.80	2,600.00	2,600.00	0.00	0.00
164	CEMENT CONC. SIDEWALK	25 SY	35.00	875.00	50.00	1,250.00	50.00	1,250.00	0.00	0.00
165	ELECTRICAL	1 LS	* * * * * *	44,000.00	* * * * * *	38,000.00	* * * * * *	50,000.00	* * * * * *	0.00
166	BOLLARD	24 EA	750.00	18,000.00	750.00	18,000.00	180.00	4,320.00	0.00	0.00
167	BUILDING APPERTENANCES	1 LS	* * * * * *	1,500.00	* * * * * *	1,500.00	* * * * * *	10,000.00	* * * * * *	0.00
	Schedule Totals			1,238,104.75		1,219,481.82		1,395,318.60		0.00

Project Number ***2012103*** ***STORMWATER DECANT FACILITY***

SCHEDULE SUMMARY

	Sched 1	*Sched 2*	*Sched 3*	*Sched 4*	*Sched 5*	*Sched 6*	*Sched 7*	*Sched 8*	*Total*
Engineer's Est	1,238,104.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,238,104.75
Halme Construction Inc	989,244.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	989,244.65
Halme Builders Inc	1,048,830.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,048,830.88
MDM Construction	1,053,535.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,053,535.50
Anchor Construction C	1,078,990.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,078,990.19
Blew's Construction Inc	1,091,784.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,091,784.79
Schimmels Constructio	1,094,595.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,094,595.61
Cameron-Reilly	1,096,625.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,096,625.60
William Winkler Compa	1,166,599.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,166,599.69
West Company, Inc.	1,215,332.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,215,332.70
Murphy Brothers Inc	1,219,481.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,219,481.82
S & L Underground inc	1,395,318.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,395,318.60

Low Bid Contractor: Halme Construction Inc

	Contractor's Bid	*Engineer's Estimate*	*% Variance*	
Schedule *01*	$1,075,308.93	$1,345,819.86	20.10	% Under Estimate
Bid Totals	$1,075,308.93	$1,345,819.86	20.10	% Under Estimate

Agenda Sheet for City Council Meeting of: 10/21/2013		Date Rec'd	10/9/2013
		Clerk's File #	PRO 2013-0030
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	GARY NELSON 625-6678	Project #	2013058
Contact E-Mail	GNELSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 13869
Agenda Item Name	0370-LOW BID AWARD-ASH/MAPLE STREETS-ARC ELECTRIC		

Agenda Wording

Low Bid of Arc Electric & Lighting Corporation (Spokane, WA) for Ash and Maple Streets Pedestrian Countdown Timer - $90,556.00. An administrative reserve of $9,055.60, which is 10% of the contract price, will be set aside.

Summary (Background)

On October 7, 2013 bids were opened for the above project. The low bid was from Arc Electric & Lighting Corporation in the amount of $90,556.00, which is $13,985.00 or 13.38% under the Engineer's Estimate; two other bids were received as follows: Aztech Electric, Inc. - $97,082.98 and Colvico, Inc. - $119,881.00.

Fiscal Impact		Budget Account
Expense	$ 99,611.60	# 3200 95052 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	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	rdykes@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		ewade@spokanecity.org	
		pdolan@spokanecity.org	
		mlesesne@spokanecity.org	
		htrautman@spokanecity.org	

City Of Spokane

Engineering Services Department

* * * Bid Tabulation * * *

Project Number: 2013058

Project Description ASH AND MAPLE STREETS PEDESTRIAN COUNTDOWN TIMER

Funding Source Federal

Preparer Gerald Okihara

Original Date 6/24/2013 2:42:00 PM

Update Date 10/7/2013 1:46:40 PM

Addendum

Project Number: 2013058			Engineer's Estimate		Arc Electric & Lighting Corporation		Aztech Electric Inc		Colvico Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule 01	**Schedule Description**					**Tax Classification** 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	* * * * * *	400.00	* * * * * *	500.00	* * * * * *	497.00	* * * * * *	750.00
103	MOBILIZATION	1 LS	* * * * * *	10,000.00	* * * * * *	1,500.00	* * * * * *	7,728.00	* * * * * *	4,000.00
104	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	* * * * * *	20,000.00	* * * * * *	9,500.00	* * * * * *	1,959.00	* * * * * *	19,000.00
105	SEQUENTIAL ARROW SIGN	2500 HR	4.00	10,000.00	1.75	4,375.00	0.01	25.00	1.70	4,250.00
106	COUNTDOWN PEDESTRIAN SIGNAL DISPLAY	124 EA	400.00	49,600.00	340.00	42,160.00	472.46	58,585.04	545.00	67,580.00
107	PEDESTRIAN SIGNAL HOUSING	48 EA	230.00	11,040.00	485.00	23,280.00	458.75	22,020.00	375.00	18,000.00
108	PEDESTRIAN SIGNAL MOUNTING BRACKET	14 EA	250.00	3,500.00	660.00	9,240.00	447.71	6,267.94	450.00	6,300.00
	Schedule Totals			104,541.00		90,556.00		97,082.98		119,881.00

Project Number ***2013058*** ***ASH AND MAPLE STREETS PEDESTRIAN COUNTDOWN TIMER***

SCHEDULE SUMMARY

	Sched 1	*Sched 2*	*Sched 3*	*Sched 4*	*Sched 5*	*Sched 6*	*Sched 7*	*Sched 8*	*Total*
Engineer's Est	104,541.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	104,541.00
Arc Electric & Lighting	90,556.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	90,556.00
Aztech Electric Inc	97,082.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	97,082.98
Colvico Inc	119,881.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	119,881.00

Low Bid Contractor: Arc Electric & Lighting Corporation

	Contractor's Bid	*Engineer's Estimate*	*% Variance*	
Schedule *01*	$90,556.00	$104,541.00	13.38	% Under Estimate
Bid Totals	$90,556.00	$104,541.00	13.38	% Under Estimate

Agenda Sheet for City Council Meeting of: 10/21/2013		Date Rec'd	10/9/2013
		Clerk's File #	OPR 2013-0742
		Renews #	
Submitting Dept	PLANNING & DEVELOPMENT	Cross Ref #	
Contact Name/Phone	SCOTT CHESNEY 625-6061	Project #	
Contact E-Mail	SCHESNEY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	REVENUE
Agenda Item Name	0650-MOU - INLAND WASHINGTON LLC		

Agenda Wording

Memorandum of Understanding (MOU) between the City of Spokane and Inland Washington, LLC for revenue in the amount of $130,361.00.

Summary (Background)

Inland Washington, LLC is constructing a 216-unit multi-family apartment community on property located in the City of Airway Heights. The project is being constructed on property that is held in trust by the United States of America, for the Kalispel Tribe of Indians. The Tribe, as a sovereign nation, pursuant to its sole discretion, has the right and authority to design, construct, and inspect buildings, structures and all other facilities placed on its property.

Fiscal Impact		Budget Account
Revenue	$ 130,361.00	# 4700 41300 99999 36999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	CHESNEY, SCOTT	Study Session	
Division Director	QUINTRALL, JAN	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	PICCOLO, MIKE	kbecker@spokanecity.org	
For the Mayor	SANDERS, THERESA	lhattenburg@spokanecity.org	
Additional Approvals		ewade@spokanecity.org	
Purchasing	PRINCE, THEA	mhughes@spokanecity.org	
		alans@inlandconstsruction.com	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Inland desires that all or portions of the project structures be inspected by the City of Spokane Planning and Development Services for general conformance with the building codes. This MOU is for the purpose of securing construction inspection services (including but not limited to building, plumbing, electrical, mechanical, and fire-code related inspections/tests) for the project.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#
AmtType7	$ Amount7	# Budget7
AmtType8	$ Amount8	# Budget8

Distribution List	
	Email16
	Email17
	Email18
	Email19
	Email20
	Email21
	Email22
	Email23

City Clerk's No. OPR 2013-0742

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE, Washington State municipal corporation, by and through the Planning and Development Services Department, as "City" or "Department," and INLAND WASHINGTON, LLC, a Washington limited liability company, whose address is 1620 N. Mamer Rd., Bldg. B, Spokane Valley, Washington 99216, as "Inland," jointly referred to as the "Parties."

The parties agree as follows:

1. GENERAL. Inland is constructing a 216-unit multi-family apartment community on property located at 10913 West 6th Avenue, in the City of Airway Heights, Washington (the "Project"). The Project is being constructed on property held in trust by the United States of America, for the Kalispel Tribe of Indians (the "Tribe"), and the Tribe, as a sovereign nation, pursuant to its sole discretion, has the right and authority to design, construct, and inspect buildings, structures and all other facilities placed on its property. Inland desires that all or portions of the Project structures be inspected by the Department for general conformance with the codes, as enacted by the State of Washington, and adopted by the City of Spokane, in effect at the time of permit issuance. Accordingly, this Memorandum of Understanding is entered into among and between Inland and the Department for the purpose of securing construction inspection services (including but not limited to building, plumbing, electrical, mechanical, and fire code-related inspections/tests) for the Project. Plan review services are not contemplated or included in this Memorandum of Understanding.

2. TERM. This Memorandum of Understanding is effective upon signing by the Parties. It shall continue in full force and effect until completion of the Project, which shall be memorialized by the City's issuance of a Letter of Conformance in lieu of a Certificate of Occupancy for the Project (in accordance with Section 4.g below) or until terminated (in accordance with Section 8 below).

3. PROJECT DESCRIPTION. The Project will consist of nine (9) 24-unit, 3-story apartment buildings; twelve (12) 6-bay garage buildings; ten (10) multi-bay prefabricated carport structures; a clubhouse and pool; and a maintenance building.

4. CONDITIONS. The scope of services provided by the City under this Memorandum of Understanding shall be as follows:

a. The Department will inspect the Project for general conformance with the codes, as enacted by the State of Washington, and adopted by the City of Spokane, in effect at the time of permit issuance.

b. Construction is anticipated to start in August 2013, and continue for not more than 18 months.

c. The Department will identify a building inspector to be available to perform timely inspections upon request, during normal business hours, and will coordinate its schedule with other obligations to ensure a timely response to inspection requests. For purposes of this Memorandum of Understanding, normal business hours are 8:00 a.m. – 5:00 p.m., Monday through Friday, except for major holidays. Saturdays, Sundays, and major holidays will be considered outside the scope of normal business hours, with no inspection services available on these days.

d. The Department will only perform inspections on request from Inland or its authorized representative and will provide a written inspection report of any deficiencies noted to Inland or as otherwise directed by Inland. This report shall list any requirements to remedy the deficiencies.

e. The Parties recognize that the Department is not responsible for code enforcement on the Project site. The Department is not authorized to stop construction of the Project at any time or otherwise require correction of any deficiencies noted. Accordingly, the inspections and associated reports, correspondence or other communications pursuant to this Memorandum of Understanding are of an advisory nature only.

f. Upon completion of each building and/or structure, in lieu of a Temporary Certificate of Occupancy, the Department will issue a letter indicating that building(s) and/or structure(s) conform to the plans provided by Inland (which plans, prior to permit issuance, were reviewed by the Tribe and/or its representatives and deemed to be in substantial compliance with the applicable codes in effect at the time of permit issuance), and that the building(s) and/or structure(s) are ready for their intended use.

g. Upon completion of the Project, in lieu of a Certificate of Occupancy, the Department will issue a letter indicating that Project structures conform to the plans provided by Inland (which plans, prior to permit issuance, were reviewed by the Tribe and/or its representatives and deemed to be in substantial compliance with the applicable codes in effect at the time of permit issuance), and that the structures are ready for their intended use.

h. Inspection of fuel storage tank(s) installation, and all related product transfer/piping systems, double containment, are not provided by the Department per this Memorandum of Understanding, and as such are not the responsibility of the Department.

i. The presence or duties of the Department's personnel at the Project site whether as on-site representatives of the Department or otherwise, do not make the Department or its personnel in any way responsible for those duties otherwise applicable by contract or at law to Inland and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities undertaken by contract or imposed by law, including, but not limited to, responsibility for all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Project plans and any health and safety precautions as may be applicable.

j. The Department accepts no independent duty outside the scope of this agreement for Project safety of third parties. The Department is not a guarantor or insurer of any independent jobsite safety obligations imposed by contract or law, whether with respect to Inland or any other third parties.

5. COMPENSATION. Inland shall pay the Department a one-time lump sum payment of ONE HUNDRED THIRTY THOUSAND THREE HUNDRED SIXTY-ONE AND 00/100 DOLLARS ($130,361.00) for the Department's services under this Memorandum of Understanding ("Base Fee"). Inland shall pay the Base Fee to the Department within thirty (30) days of the Parties' mutual execution of this Memorandum of Understanding, and shall be delivered or sent to the City of Spokane, Planning and Development Services Department, Third Floor – City Hall, 808 W. Spokane Falls Blvd., Spokane, WA 99201. Requests for inspection services outside normal business hours, as defined herein, shall be subject to negotiation by the Parties. If the Department reasonably determines that Department staff have been or are being called to the Project site for excessive re-inspections, the Parties shall negotiate a reasonable fee for such services, consistent with the methodology used to determine the Base Fee.

6. HOLD HARMLESS. Inland shall defend, indemnify and hold harmless the City, its officers, employees and agents, from all claims, demands, or suits in law or equity arising in favor of any third-party or estate on account of personal injuries, death or property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts or omissions of Inland in the performance of this Memorandum. The Department shall defend, indemnify and hold harmless Inland, its officers, employees and agents, from any legal liability, loss, damages, costs and

expenses arising in favor of any third-party or estate on account of personal injuries, death or property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts of omissions of the Department in the performance of this Memorandum; provided, the Department shall have no such obligation to defend, indemnify and hold harmless for any legal liability, loss, damages, costs and expenses if, but for the fact that the inspection services being provided by the Department under this Memorandum of Understanding, the Department would not be liable for such claims under Washington law, including without limitation the public duty doctrine. The Parties' respective duties to indemnify shall survive termination or expiration of this Memorandum of Understanding.

7. NONPERFORMANCE. The Department shall not be held responsible for any delay or failure in performance of the activities required herein when such delay or failure is due to causes beyond the control and without the fault or negligence of the Department. Such cause may include, but are not restricted to, fire, flood, epidemic, labor unrest, acts of God or public enemy, unusually severe weather, and/or legal acts of public authorities. In the event of such delay or failure to perform, the Department shall make all efforts to perform the activities required under this Memorandum of Understanding within a reasonable period.

8. TERMINATION. This Memorandum of Understanding may be terminated by mutual consent of both parties, or unilaterally by either party at any time upon thirty (30) calendar days' notice in writing. Termination under this clause shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination. In the event of termination by either party prior to the completion of the Department's services under this Memorandum of Understanding, the Department shall return a pro-rata portion of the Base Fee for the services the Department has not completed as of the date of termination, based on the methodology used to determine the Base Fee as set forth on the break-down of costs attached hereto as Exhibit A.

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

10. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Memorandum because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

11. AMENDMENTS. This Memorandum of Understanding may be amended at any time by mutual written agreement between the parties.

12. DISPUTES. This Memorandum of Understanding shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington. The prevailing party shall be allowed such reasonable amounts for attorney fees, costs and expenses as the court may set.

13. SEVERABILITY. In the event any provision of this Memorandum of Understanding should become invalid or unenforceable, the rest of the contract shall remain in full force and effect.

14. INDEPENDENT CONTRACTOR. All activities performed by Inland or its agents, employees or representatives are, for all purposes under this Memorandum, performed as an independent contractor and they shall not be deemed to be an employee of the City, and none of them shall be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.

Dated: _____ CITY OF SPOKANE

By: _____
Mayor

Attest: _____
City Clerk

Dated: _____ INLAND WASHINGTON, LLC

Email Address, if available:

ALANS@INLANDCONSTRUCTION.COM

By: _____

Title: MEMBER.

Approved as to form:

_____
Assistant City Attorney

EXHIBIT A

COPPER LANDING APARTMENTS (AIRWAY HEIGHTS)

BUILDING	UNITS	BUILDING TYPE	PERMIT ONLY COST
Clubhouse	NA	Same as Palouse Family	$ 2,232.00
Maintenance Bldg.	NA	Same as Palouse Family	$ 280.00
A (Type 1)	24	Same as Palouse Family Type A	$ 8,117.00
B (Type 2)	24	Same as Palouse Family Type B	$ 8,444.00
C (Type 1)	24	Same as Palouse Family Type A	$ 8,117.00
D (Type 1)	24	Same as Palouse Family Type A	$ 8,117.00
E (Type 3)	24	Similar to Palouse Family Type B	$ 8,444.00
F (Type 1)	24	Same as Palouse Family Type A	$ 8,117.00
G (Type 1)	24	Same as Palouse Family Type A	$ 8,117.00
H (Type 2)	24	Same as Palouse Family Type B	$ 8,444.00
J (Type 1)	24	Same as Palouse Family Type A	$ 8,117.00
TOTALS	216		$ 76,546.00

GARAGES			CARPORTS		
BUILDING	BAYS	PERMIT ONLY COST	BUILDING	BAYS	PERMIT ONLY COST
Garage A1	6	$ 731.00	Carport A1	6	$ 356.50
Garage B1	6	$ 731.00	Carport B1	4	$ 246.00
Garage B2	6	$ 731.00	Carport C1	8	$ 467.00
Garage C1	6	$ 731.00	Carport C2	8	$ 467.00
Garage C2	6	$ 731.00	Carport D1	8	$ 467.00
Garage D1	6	$ 731.00	Carport F1	8	$ 467.00
Garage F1	6	$ 731.00	Carport G1	8	$ 467.00
Garage G1	6	$ 731.00	Carport G2	8	$ 467.00
Garage G2	6	$ 731.00	Carport H1	4	$ 246.00
Garage H1	6	$ 731.00	Carport J1	6	$ 356.50
Garage H2	6	$ 731.00			
Garage J1	6	$ 731.00			
TOTALS	72	$ 8,772.00		68	$ 4,007.00

OTHER PERMITS

Electrical	$ 11,224.00
Plumbing	$ 17,567.00
Mechanical	$ 12,091.00
Pool	$ 154.00
TOTAL	$ 41,036.00

Buildings	$76,546.00
Garages	$8,772.00
Carports	$4,007.00
other	$41,036.00
	$130,361.00

Agenda Sheet for City Council Meeting of: 10/21/2013		Date Rec'd	10/9/2013
		Clerk's File #	OPR 2013-0743
		Renews #	
Submitting Dept	PUBLIC DEFENDER	Cross Ref #	
Contact Name/Phone	KATHY KNOX 835-5972	Project #	
Contact E-Mail	KKNOX@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0700 OFFICE OF PUBLIC DEFENSE GRANT FUND ACCEPTANCE		

Agenda Wording

Approval to accept funding from the Washington State Office of Public Defense (OPD) for $80,250 grant funds for use by the City Public Defender's Office effective 1/1/2014.

Summary (Background)

The City of Spokane has received grant funding to provide public defense services at daily inmate first appearance hearings.

Fiscal Impact		Budget Account
Revenue	$ 80,250	# 0700-95554-12500-33412-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	KNOX, KATHY	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	kknox@spokanecity.org	
For the Mayor	SANDERS, THERESA	llok@spokanecity.org	
Additional Approvals		mlesene@spokanecity.org	
Purchasing		agolden@spokanecity.org	

Grant Agreement No. GRT14202

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

1. **Grantee** City of Spokane 808 West Spokane Falls Blvd Spokane, WA 99201	2. **Grantee Representative** Kathy Knox City Public Defender City of Spokane Public Defender's Office 824 North Monroe St Spokane, WA 99201
3. **Office of Public Defense (OPD)** 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. **OPD Representative** Joanne I. Moore Director Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. **Grant Amount** $80,250	6. **Grant Period** January 1, 2014 through December 31, 2014
7. **Grant Purpose** The Chapter 10.101 RCW city grants are competitive grants for the purpose of improving the quality of public defense services in Washington municipalities. (See Chapter 10.101 RCW.)	
The Office of Public Defense (OPD) and Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start January 1, 2014 and end December 31, 2014. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Special Terms and Conditions of the City Grant and General Terms and Conditions of City Grant.	
FOR THE GRANTEE _____ Name, Title _____ Date	**FOR OPD** _____ Joanne I. Moore, Director _____ Date

SPECIAL TERMS AND CONDITIONS OF THE CITY GRANT

1. **GRANT MANAGEMENT**
   The Representative for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Grant.
   a. The Representative for OPD and their contact information are identified on the Face Sheet of this Grant.
   b. The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.
2. **GRANT AWARD AMOUNT**
   The Grantee is awarded Eighty Thousand Two Hundred Fifty and 00/100 Dollars ($80,250) to be used for the purpose(s) described in the USE OF GRANT FUNDS below.
3. **PROHIBITED USE OF GRANT FUNDS (as adopted in OPD Policy County/City Use of State Public Defense Funding)**
   a. Grant funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of state grant funds.
   b. Grant funds cannot be spent on purely administrative functions or billing costs.
   c. Grant funds cannot be used for cost allocation.
   d. Grants funds cannot be used for indigency screening costs.
   e. Grant funds cannot be used for city or court technology systems or administrative equipment.
   f. Grant funds cannot be used for city attorney time, including advice on public defense contracting.
4. **USE OF GRANT FUNDS**
   a. Grantee agrees to use the grant funds for the following purpose:
      i. Providing public defense services at preliminary appearance calendars.
   b. Grantee agrees to obtain OPD's written permission before funds are used for any purpose other than those listed in Section 4a above.
   c. Grantee agrees to use the funds in calendar year 2014. If Grantee is unable to use the funds in 2014, the Grantee agrees to notify OPD to determine what action needs to be taken.
   d. Grantee agrees to deposit the grant check within fourteen days of receipt.
5. **REPORT**
   Grantee agrees to submit a written mid-year report to OPD no later than July 31, 2014. The report shall include, but not necessarily be limited to, the following information: to date overview, how grant funds have been used, a copy of each public defense attorney's quarterly Certificate of Compliance submitted during 2014, and a description of efforts to implement the Supreme Court Standards for Indigent Defense.
6. **ORDER OF PRECEDENCE**
   In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:
   - Applicable federal and state of Washington statutes, regulations, and court rules
   - Special Terms and Conditions Of the City Grant
   - General Terms and Conditions of the City Grant

GENERAL TERMS AND CONDITIONS OF THE CITY GRANT

1. **ALL WRITINGS CONTAINED HEREIN**
   This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.
2. **AMENDMENTS**
   This Grant may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.
3. **AMERCIANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**
   The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **ASSIGNMENT**
   Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of OPD.
5. **ATTORNEY'S FEES**
   Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.
6. **CONFORMANCE**
   If any provision of this Grant violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.
7. **ETHICS/CONFLICTS OF INTEREST**
   In performing under this Grant, the Grantee shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.
8. **GOVERNING LAW AND VENUE**
   This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.
9. **INDEMNIFICATION**
   To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Grant.
10. **LAWS**
    The Grantee shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.
11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**
    During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part.
12. **RECAPTURE**
    In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of the Grant, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.
13. **RECORDS MAINTENANCE**
    The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant. Grantee shall retain such records for a period of six (6) years following the end of the grant period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the

records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

14. **RIGHT OF INSPECTION**
    At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.
15. **SEVERABILITY**
    If any provision of this Grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Grant and to this end the provisions of this Grant are declared to be severable.
16. **WAIVER**
    Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing.

Agenda Sheet for City Council Meeting of: 10/21/2013		Date Rec'd	10/9/2013
		Clerk's File #	CPR 2004-0017
		Renews #	
Submitting Dept	MAYOR	Cross Ref #	
Contact Name/Phone	JENNY MORTON 625.6775	Project #	
Contact E-Mail	JJMORTON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Boards and Commissions Appointments	Requisition #	
Agenda Item Name	0520 REAPPOINTMENT TO HOTEL MOTEL COMMISSION		

Agenda Wording

Reappoint Lynnelle Caudill to serve a three-year term to begin immediately and expire October 21, 2016.

Summary (Background)

*

Fiscal Impact		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#

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

Agenda Sheet for City Council Meeting of: 10/21/2013		Date Rec'd	10/10/2013
		Clerk's File #	ORD C35045
		Renews #	
Submitting Dept	LIBRARY	Cross Ref #	
Contact Name/Phone	ANDREW CHANSE 444-5305	Project #	
Contact E-Mail	ACHANSE@SPOKANELIBRARY.ORG	Bid #	
Agenda Item Type	Emergency Budget Ordinance	Requisition #	
Agenda Item Name	1300 - LIBRARY COMPUTER PURCHASE		

Agenda Wording

Amending Ordinance No. C-34947 and appropriating funds in the Library Fund, FROM: Unappropriated Reserves, $200,000; TO: Minor Equipment, same amount.

Summary (Background)

This action establishes the budget needed to purchase staff and public PCs for the Spokane Public Library. This action has been reviewed and approved by the Library Board.

Fiscal Impact		Budget Account
Expense	$ 200,000	# 1300-56100-72210-53502-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MEIERS, BRANDON	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	PICCOLO, MIKE	achanse@spokanelibrary.org	
For the Mayor	SANDERS, THERESA	lbutz@spokanecity.org	
Additional Approvals			
Purchasing			

ORDINANCE NO. C-35045

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 Library 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 Library Fund and the budget annexed thereto with reference to the Library Fund, the following changes be made:

FROM:	1300-99999	Library Fund	
	99999-	Unappropriated Reserves	$ 200,000
TO:	1300-56100	Library Fund	
	72210-53502	Minor Equipment	$ 200,000

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 purchase new computers for the Library, 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: 10/21/2013		Date Rec'd	10/10/2013
		Clerk's File #	RES 2013-0077
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN STUCKART 625.6255	Project #	
Contact E-Mail	BSTUCKART@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0320 RESO SUPPORTING COUNTY PROP 1		

Agenda Wording

A resolution of the City of Spokane expressing its support for Proposition No. 1 entitled "Levy to Protect Fairchild Air Force Base,"

Summary (Background)

The Spokane County Commissioners have placed Proposition No. 1 on the November 5, 2013 General Election Ballot concerning a proposition to increase the regular property tax levy in order to assist in the protection of Fairchild Air Force Base. This resolution provides the City Council's support for the proposition.

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		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

adopted under Spokane Board of County Commissioners Resolution No. 13-0692 and to be considered by the voters at the November 5, 2013 General Election.

Summary (Background)

Fiscal Impact		Budget Account
Select	$	#
Select	$	#
AmtType7	$ Amount7	# Budget7
AmtType8	$ Amount8	# Budget8

Distribution List	
	Email16
	Email17
	Email18
	Email19
	Email20
	Email21
	Email22
	Email23

RESOLUTION NO. 2013-0077

A resolution of the City of Spokane expressing its support for Proposition No. 1 entitled "Levy to Protect Fairchild Air Force Base," adopted under Spokane Board of County Commissioners Resolution No. 13-0692 and to be considered by the voters at the November 5, 2013 General Election.

WHEREAS, pursuant to Spokane County Resolution No. 13-0692, adopted on July 23, 2013, the Spokane Board of County Commissioners caused the following ballot proposition to be placed before the voters of Spokane County at the November 5, 2013 General Election:

PROPOSITION NO. 1

SPOKANE COUNTY, WASHINGTON

LEVY TO PROTECT FAIRCHILD AIR FORCE BASE

The Board of Spokane County Commissioners adopted Resolution No. 13-0692, concerning a proposition to assist in the protection of Fairchild Air Force Base. This proposition would increase the regular property tax levy up to 6.5 cents per $1,000 of assessed valuation in 2014, automatically terminate within 9 years or less, be used exclusively to protect Fairchild by mitigating current encroachments, paying related costs, resulting in a total authorized regular property tax levy rate of up to $1.40 per $1,000 of assessed valuation for collection in 2014 and adjust the levy thereafter as allowed by chapter 84.55 RCW. Should this proposition be approved?

APPROVED: ☐

REJECTED: ☐

; and

WHEREAS, Resolution No. 13-0692 concerns a proposition to increase the regular property tax levy in order to assist in the protection of Fairchild Air Force Base. The proceeds of the levy would be used exclusively to protect Fairchild by mitigating current encroachments by purchasing land in Accident Potential Zone II (APZ II), located at the end of the Fairchild Air Force Base runway, in an effort to move and relocate residents living within the zone; and

WHEREAS, RCW 36.70A.530 recognizes that military installations are of particular importance to the economic health of the State, and it is a priority of the State to protect the land surrounding military installations from incompatible development; and

WHEREAS, Fairchild Air Force Base ("Fairchild") is the largest employer in Spokane County; and

WHEREAS, the closure of Fairchild would be a significant economic detriment to the entire Spokane area; and

WHEREAS, it is important for Fairchild's preservation to acquire certain real property around Fairchild to mitigate current development encroachment; and

WHEREAS, the increase in the property tax levy as proposed in Proposition No. 1 will provide Spokane County the funds necessary for the acquisition of real and personal property and the payment of some relocation expenses and other costs required to mitigate current encroachments to Fairchild; and

WHEREAS, pursuant to the provisions of RCW 42.17A.555, no elective official nor any employee of his or her office nor any person appointed to or employed by any public office or agency may use or authorize the use of any of the facilities of a public office or agency, directly or indirectly, for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition. However, this prohibition does not apply to:

(1) Action taken at an open public meeting by members of an elected legislative body or by an elected board, council, or commission of a special purpose district including, but not limited to, fire districts, public hospital districts, library districts, park districts, port districts, public utility districts, school districts, sewer districts, and water districts, to express a collective decision, or to actually vote upon a motion, proposal, resolution, order, or ordinance, or to support or oppose a ballot proposition so long as (a) any required notice of the meeting includes the title and number of the ballot proposition, and (b) members of the legislative body, members of the board, council, or commission of the special purpose district, or members of the public are afforded an approximately equal opportunity for the expression of an opposing view;

and

WHEREAS, pursuant to the provisions of RCW 42.17A.555, the Spokane City Council placed on its October 21, 2013 Legislative Agenda this resolution providing that it intend to take action in an open public meeting to express its support for Proposition No. 1 as set forth hereinabove and also that members of the Council or public would be afforded an approximately equal opportunity for the expression on an opposing view.

NOW, THEREFORE, BE IT HERBY RESOLVED by the City Council for the City

of Spokane, as authorized under RCW 42.17A.555, that the City Council supports the following ballot proposition to be considered by the electors of Spokane County at the November 5, 2013 General Election:

PROPOSITION NO. 1

SPOKANE COUNTY, WASHINGTON

LEVY TO PROTECT FAIRCHILD AIR FORCE BASE

The Board of Spokane County Commissioners adopted Resolution No. 13-0692, concerning a proposition to assist in the protection of Fairchild Air Force Base. This proposition would increase the regular property tax levy up to 6.5 cents per $1,000 of assessed valuation in 2014, automatically terminate within 9 years or less, be used exclusively to protect Fairchild by mitigating current encroachments, paying related costs, resulting in a total authorized regular property tax levy rate of up to $1.40 per $1,000 of assessed valuation for collection in 2014 and adjust the levy thereafter as allowed by chapter 84.55 RCW. Should this proposition be approved?

APPROVED: ☐

REJECTED: ☐

Adopted this _____ day of October, 2013.

City Clerk

Approved as to form:

Assistant City Attorney

3

Agenda Sheet for City Council Meeting of: 10/21/2013		Date Rec'd	10/10/2013
		Clerk's File #	ORD C35046
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	MIKE ALLEN, 625-6715	Project #	
Contact E-Mail	RBARDEN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	MUNICIPAL COURT JUDGE SALARY ORDINANCE		

Agenda Wording

An ordinance creating a mechanism for setting the salaries of municipal court judges; and amending SMC sections 5A.05.010 and 5A.05.040.

Summary (Background)

SMC 5A.05.030 currently provides that the salary for a municipal court judge shall be $120,000 per year. The municipal court judge salary has not changed since the inception of the municipal court five year ago. SMC 5A.05.040 would be amended to provide that the annual base salary shall be ninety five percent of the salary for a district court judge, which is set by the Washington state citizens' commission on salaries for elected officials (commission). The municipal court judge salary woul

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

Approvals		Council Notifications	
Dept Head	WESTFALL, JENNIFER	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

adopted under Spokane Board of County Commissioners Resolution No. 13-0692 and to be considered by the voters at the November 5, 2013 General Election.

Summary (Background)

Fiscal Impact		Budget Account
Select	$	#
Select	$	#
AmtType7	$ Amount7	# Budget7
AmtType8	$ Amount8	# Budget8

Distribution List	
	Email16
	Email17
	Email18
	Email19
	Email20
	Email21
	Email22
	Email23

SMC 5A.05.030 currently provides that the salary for a municipal court judge shall be $120,000 per year. The municipal court judge salary has not changed since the inception of the municipal court five year ago. SMC 5A.05.040 would be amended to provide that the annual base salary shall be ninety five percent of the salary for a district court judge, which is set by the
Washington state citizens' commission on salaries for elected officials (commission). The municipal court judge salary would automatically be adjusted on the effective date of the commission's salary schedule.

ORDINANCE NO. C35046

AN ORDINANCE creating a mechanism for setting the salaries of municipal court judges; and amending SMC sections 5A.05.010 and 5A.05.040.

The City of Spokane does ordain:

Section 1. That SMC section 5A.05.010 is amended to read as follows:

5A.05.010 Municipal Judges

A. Appointment.
Within thirty days after the effective date of this chapter, or any ordinance of the city council that provides for additional judges, the mayor shall appoint a municipal judge or judges subject to confirmation by the city council.

B. Term.
The initial appointment of a judge or judges under this chapter shall expire upon the certification of the next regularly scheduled judicial election following their appointment. Thereafter, each elected municipal court judge shall serve a term of four years.

C. Election.

1. In accordance with RCW 3.50.055, all full-time municipal judges shall be elected to office.

2. The election shall occur at the next regularly scheduled judicial election following creation of the judicial position.

3. The municipal judge or judges shall be elected in accordance with state statutes as now enacted or hereafter amended. Pursuant to RCW 3.50.050, the municipal judge shall be elected in the same manner as other elective city officials are elected to office. This requirement applies regardless of how many judges are employed to fill the position.

4. For purposes of this section, a full-time equivalent position is thirty-five or more hours per week of compensated time.

5. An additional judicial position or positions that is or are in combination more than one-half of a full-time equivalent position shall also be filled by election.

D. Additional Judges.

1. Pursuant to RCW 3.50.070, additional full- or part-time municipal judge positions may be filled as provided in sections (A) and (C) of this section, when the public interest and administration of justice makes such additional judge or judges necessary, and so long as that procedure is in compliance with state statutes, including RCW 3.50.055.

2. Additional full- or part-time judges shall be created by ordinance of the city council.

((~~E. Compensation.~~
~~Full-time municipal judges shall receive compensation of one hundred twenty thousand dollars per year.~~))

Section 2. That SMC section 05A.05.040 is amended to read as follows:

5A.05.040 Oath – Compensation – Qualifications – Residency

A. Oath.

1. Pursuant to RCW 3.50.097, every judge of the municipal court, before entering upon the duties of the office, shall take and subscribe the following oath or affirmation:

I do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of Washington, and that I will faithfully discharge the duties of the judge of the municipal court of the City of Spokane, according to the best of my ability.

2. The oath shall be filed in the office of the Spokane County auditor and with the city clerk. The judge shall also give such bonds as directed by law.

B. Compensation.
Pursuant to RCW 3.50.080, the compensation of municipal court judges shall be set by the city council by ordinance with due recognition to the salary of a district court judge as set forth by the state salary commission. <u>The annual base salary shall be ninety five percent of the salary for a district court judge as set by the Washington state citizens' commission on salaries for elected officials (commission). The salary shall automatically be adjusted on the effective date of the commission's salary schedule.</u>

C. Qualifications.
Pursuant to RCW 3.50.040, a person appointed or elected as a full-time or part-time municipal judge shall be a citizen of the United States of America and of the

State of Washington, and an attorney admitted to practice law before the courts of record of the State of Washington.

D. Residency.
Pursuant to RCW 3.50.057, a judge of a municipal court need not be a resident of the City of Spokane, but must be a resident of Spokane County.

PASSED BY THE CITY COUNCIL ON _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to Form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 10/21/2013		Date Rec'd	10/9/2013
		Clerk's File #	ORD C35047
		Renews #	
Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	TIM SZAMBELAN 625-6218	Project #	
Contact E-Mail	TSZAMBELAN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0500 SPRINT FRANCHISE		

Agenda Wording

A proposed telecommunications franchise agreement renewal with Sprint for a 25-year term.

Summary (Background)

A proposed telecommunications franchise agreement renewal with Sprint for a 25-year term. Sprint is a national telecommunications companies, headquartered in Overland Park Kansas. Sprint presently operates a small fiber optic system through the City of Spokane. The cooperation between the parties has resulted in a mutually acceptable franchise agreement that will permit Sprint to continue to work in public right of way as agreed therein.

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

Approvals		Council Notifications	
Dept Head	BURNS, BARBARA	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

SPRINT COMMUNICATIONS COMPANY L.P.
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C-35047

An ordinance granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Sprint Communications Company L.P., subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. Defmitions
Section 2. Parties, grant
Section 3. Limits on permission
Section 4. Effective Date, Term
Section 5. General provisions
Section 6. Plans; Locate, Relocate
Section 7. Grantee to restore affected areas
Section 8. Information, good engineering, inspections
Section 9. Limited access, no obstruction, accommodation
Section 10. Undergrounding
Section 11. Facilities for City Use
Section 12. Liability; No duty
Section 13. Insurance
Section 14. Taxes, fees
Section 15. Franchise administration
Section 16. Additional

Section 1. Definitions

"City" means the City of Spokane and its legal successors.

"Administering officer" is the designee of the Mayor who administers this Franchise.

"Cable television service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"Facilities" means the equipment, fixtures and appurtenances necessary to furnish and deliver telecommunications services as provided in the

Franchise. It includes poles, wires and conduits, but not above ground pedestals or other special installations in the Public right-of-way absent written permission of the Administering officer.

"Municipal infrastructure" means the road bed and road area, street and sidewalk paving, curbing, associated drainage Facilities, bike paths and other construction or improvements pertaining to public travel. It further includes municipal water and sewer lines or other municipal utility Facilities, as well as municipal traffic signal, street lighting and communications Facilities in the right-of-way or other areas or easements open for municipal use. It further includes skywalks, street trees, plants, shrubs, lawn and other ornamental or beautification installations owned by the City in the right-of-way or other ways open for public travel or municipal use, and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances or other Facilities located in or near the right-of-way or areas or easements opened and accepted for municipal use.

"Public right-of-way" or "right-of-way" means land acquired by or dedicated to the City for public roads and streets, but does not include

state highways;

land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public;

structures, including poles and conduits, located within the right-of-way;

federally granted trust lands or forest board trust lands;

lands owned or managed by the state parks and recreation comm1SS10n; or

federally granted railroad rights-of-way acquired under 43 U.S.C. 912 and related provisions of federal law that are not open for motor vehicle use.

"Telecommunications service" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this definition,

"information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For purposes of this definition, "telecommunications service" excludes the over-the-air transmission of broadcast television or broadcast radio signals and "cable service" as defined in 42 USC 522 (5) or other distribution of multichannel video programming.

Section 2. Parties, grant

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and Sprint Communications Company L.P., as Grantee, hereafter also "Grantee". Grantee is a Delaware Limited Partnership whose home office is 6391 Sprint Parkway, Overland Park, KS 66251. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

Sprint Communications Company L.P.
6391 Sprint Parkway
Mailstop: KSOPHT0101-Z2040
Overland Park, KS 66251
Attention: Manager, Real Estate.

With a copy to:
Sprint Communications Company L.P.
6391 Sprint Parkway
Mailstop: KSOHT0101-Z2020
Overland Park, KS 66251
Attention: Real Estate Attorney

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: Keith J. Thompson, phone: (913) 794-8199; email: charlene.white@sprint.com; facsimile: (913) 523-8353.

Any notice sent hereunder to the City shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Clerk's Office
CID 2441; AID 179129

With a copy to:
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Attomey's Office

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy (including, but not limited to, permission to relocate, install, repair, reinstall and upgrade fiber optic cable) the Public right-of-way, to locate Facilities to provide telecommunications service to the public in the City of Spokane and/or to transport telecommunications services through the City and for no other purpose. This grant expressly does not include permission to use the Public right-of-way for cable service or cable television service. The grant is by way of general permission to occupy the right-of-way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City's authority to issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

Section 3. Limits on Permission

A. Should the City determine Grantee is using the Franchise beyond its purpose set forth in Section 2B above, or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public right-of-way, the City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City.

B. Permission granted is in the nature of a quitclaim of any interest or authority the City has to make the grant, without warranty of authority by the City to the Grantee. It does not extend beyond the right-of-way, to areas such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others. The City additionally reserves the right to engage in any lawful municipal function, whether or not including any line of business engaged in by Grantee.

C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a

proprietary or ownership capacity. For such locations, Grantee should make specific written lease arrangements directly with the municipal department controlling such building or other structure or area, all arrangements to be approved in accord with applicable requirements.

Section 4. Effective Date. Term

This Franchise is effective as of the effective date of the Ordinance; PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight twenty five (25) years thereafter. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General Provisions

A. Grantee is and will remain in good standing as a corporation registered to do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee will maintain a public telephone number 24 hours a day, seven days a week for the City's access, personally staffed at least during normal business hours.

B. Grantee will coordinate its activities with other utilities and users of permitted areas to avoid unnecessary cutting, damage or disturbance to the Public right-of-way and other permitted areas, and to conduct its planning, design, installation, construction and repair operations to maximize the life and usefulness of the paving and Municipal infrastructure. Grantee agrees that its uses in Franchised areas are fully subordinate to Municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law. Grantee promises to minimize or avoid any hazard, danger or inconvenience to Municipal infrastructure needs and uses, public travel, and the public convenience.

C. Grantee will maintain membership with the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with Ch. 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee will familiarize itself with local procedures, custom and practice relating to the one-call locator service program, and will see to it that its contractors or others working in the right-of-way on Grantee's behalf are

similarly well informed.

Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's MIS Director and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for buried telecommunications fiber cable, as determined by local regulation, custom and practice, or as designated by the Administering officer. In the event that cable is needed to be installed above ground, all above ground pedestals or other above ground structures besides telephone poles and related guy wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements. Grantee will not be considered to have breached the Franchise or acted in such a way as to terminate the Franchise if it reduces the amount of right-of-way occupied.

B. The City reserves the right to change, regrade, relocate, or vacate the Public right-of-way and/ or skywalk over the right-of-way. If Grantee is required to relocate its cable, relocation costs incurred by Grantee will be reimbursed by the City and/ or any other entity requiring the relocation or funding the project that is requiring the relocation, subject to the conditions set forth in Section 6 . The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days of an initial notice date, with relocation to be accomplished within one hundred and eighty (180) days of the initial notice date or thirty days of the City's final approval of Grantee's design plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the City will provide notice as soon as reasonably practicable, giving reasonable consideration also for Grantee's needs.

C. Under the provisions of RCW 35.99.060, the Administering officer may require Grantee to relocate it Facilities within the right-of-way, when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety. The same terms and timelines as exists in Section 6(B) shall apply for the relocation contemplated in this
CID 2441; AID 179129

Section 6(C).

D. Grantee shall complete the relocation by the date specified by the Administering officer, unless extended by said official after a showing by Grantee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements. As provided in RCW 35.99.60, Grantee may not seek reimbursement for its relocation expenses from the City except for City requested relocations:

1. Where Grantee has paid for the relocation cost of the same Facilities in the right-of-way at the request of the City within the past five years, Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;

2. Where aerial to underground relocation of authorized Facilities in the right-of-way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and

3. Where the City requests relocation in the right-of-way solely for aesthetic purposes, unless otherwise agreed to by the parties.

4. The parties agree that "relocation" refers to a permanent movement of Facilities required of Grantee by the City, and not a temporary or incidental movement of Facilities, such as a raising of lines to accommodate house moving and the like, or other revisions Grantee would accomplish without regard to Municipal request.

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.
CID 2441; AID 179129

F. The Administering officer may require the relocation of Facilities at Grantee's expense at any location in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Where the City determines to abandon or vacate any right-of-way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas.

Section 7. Grantee to Restore Affected Areas

Subject to section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the right-of-way or other permitted area, Grantee will promptly restore the same to original or better condition at its expense, as required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful life thereof. Any damage or disturbance to Facilities, fixtures or equipment of the City or others shall be promptly repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days in performing any obligation here or elsewhere in the Franchise following receipt of written notice of such failure or delay, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances. Grantee will reimburse City within thirty (30) days following receipt of an invoice together with reasonably supporting documentation evidencing such expense.

Section 8. Information, Good engineering, Inspections

A. Grantee will supply information reasonably requested by the Administering officer such as installation inventory, locates of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information reasonably related to Grantee's facilities, unless the information is confidential and/ or proprietary. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

B. Grantee property and Facilities shall be constructed, operated and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association
CID 2441; AID 179129

Standard Specifications, the edition being that in current use by the City, together with the City's Supplemental Specifications thereto, all as now or hereafter amended. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other right-of-way installation and location requirements, on file with the Administering officer and make reasonable effort to be familiar with updates or changes thereto.

Section 9. Limited Access, No Obstruction, Accommodation

A. The City reserves the right to limit or exclude Grantee's access to a specific route, Public right-of-way or other location when, in the reasonable judgment of the Administering officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Administering officer, provided, it shall do so consistent with the Federal Telecommunications Act of 1996 and RCW 35.99.050 as applicable.

B. Grantee must raise any concerns under the aforementioned laws or other applicable laws which it believes limit the City's authority or Grantee's obligations to the City pertaining to this Franchise at the time such issue is first known or should have been reasonably known by Grantee.

C. Grantee will not interfere with Municipal infrastructure uses of the right-of-way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right-of-way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee facilities in the right-of-way as, in the reasonable judgment of the Administering officer, are necessary to preserve the condition of, or reduce the interference with, such right-of-way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid

conflicts with other right-of-way occupants or users, other utilities, franchisees, or permittees existing within the right-of-way as of the date of this Ordinance. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination the City's underground program for other utility service providers, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this Franchise. The purpose of this section is to recognize and preserve the City's control over uses of the Public right-of-way, consistent with the Municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

Section 11. Facilities for City Use

A. Except as covered by mutual agreement, whenever Grantee constructs, relocates or places ducts or conduits in the Public right-of-way, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs plus 10% to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support incremental cost claims. Unless otherwise agreed, the City further agrees not to resell, lease, sublease, or grant an IRU or other right to use in any Grantee facilities provided under this paragraph, or use such facilities to provide communications services for hire, sale or resale, to the public or any third party which is not a governmental entity. All facilities supplied shall be maintained to technical specifications.

B. The City is permitted to attach to aerial poles for aerial fiber cabling and required mounting hardware in situations where the existing pole agreements between Grantee and the other party would not be violated by the City's attachment use of the aerial pole.

C. Grantee agrees to notify the City MIS Director at least sixty (60) days prior to opening a trench or placing overhead lines at any location to allow the parties to implement paragraph B herein as those provisions may apply. As to all matters encompassed in this Section, the parties further agree to do anything required by law to maintain the effectiveness of such arrangements
CID 2441; AID 179129

and to negotiate in good faith any matters not otherwise fully resolved. Each party acknowledges receipt of good and adequate consideration for all matters encompassed in this Section.

Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting this franchise or permits. Except to the extent caused by the negligent or intentional acts of the City, Grantee will indemnify and hold the City, its boards, officers, agents and employees ("City") harmless from any and all claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities, and/or enjoyment of any privileges granted by this Franchise, or because of Grantee's performance or failure to perform any Franchise obligations.

B. Grantee accepts that access to any Franchised area is furnished "as is". The City has made no assessment or guarantee as to its suitability for Grantee needs or compatibility of Grantee uses with other needs. Grantee waives immunity under Title 51 RCW in any cases involving the City of Spokane and affirms that the City and Grantee have specifically negotiated this provision, as required by RCW 4.24.115, to the extent it may apply. This waiver has been mutually negotiated.

C. It is not the intent of this Ordinance to acknowledge, create, or expand any duty or liability of the City for any purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

Section 13. Insurance

A. Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of at least one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate, with the City of Spokane named as an additional insured.

CID 2441; AID 179129

B. Any Grantee insurance policy or approved self-insurance arrangements addressing requirements of this Franchise shall be primary to any City insurance coverage or, in the event the City is self-insured, any Grantee policy shall afford first dollar protection coverage for risks included in Grantee's operations. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, at least in the amounts required in this Section, through a Certificate of Insurance, including the additional insured endorsement indicating City coverage required herein and a provision that said coverage may not be cancelled without notice provided according to policy provisions, filed as above provided.

Section 14. Taxes, fees

A. No Franchise fee is assessed for telecommunications service providers in accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telecommunications service provider franchise fees is removed or modified to allow a franchise fee, the parties agree to negotiate this provision as a material term on which agreement is required for continuation of this franchise, PROVIDED, the City must give one hundred eighty (180) days' notice to invoke this provision and any franchise fee under it shall be prospective in nature.

B. Nothing in this Franchise shall otherwise limit the City's power to tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all taxes as due and any lawful expenses within ninety (90) days of billing pursuant to this Franchise. Failure to pay within ninety (90) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

Section 15. Franchise Administration

Questions of application or interpretation of this Franchise are determined by the Administering officer or a court of competent jurisdiction. Said officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its right-of-way or other franchised areas. For the performance of all franchise obligations, time is of the essence. All City acts under this Franchise are discretionary guided by considerations of the public health, safety, esthetics and convenience.
CID 2441; AID 179129

Section 16. Additional

A. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Grantee may assign this Franchise of any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. The City may not assign this Agreement or any of its rights under this Agreement or delegate any of its duties under this Agreement, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void.

No capital stock may ever be issued based on any permission to use or occupy the r_ight-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for its value.

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days' notice to Grantee and opportunity to cure. Similarly, Grantee may elect to terminate this Franchise because of any material breach of the City's obligations, after giving at least thirty (30) days' notice to the City and opportunity to cure. Except as otherwise provided for in this Franchise, and upon written notice, the defaulting party will have thirty (30) days to cure defaults under the terms of this Franchise. Neither party is in default of this Franchise if the party provided written notice commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee may surrender its Franchise to the City upon sixty (60) days written notice to the Administering officer, subject to acceptance by the City, by a resolution of the City Council.
CID 2441; AID 179129

C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to remove all its Facilities as ordered by the Administering officer or otherwise abandon the cable in place, first removing all electronics, if any, rendering the same safe. Grantee will have no further obligations under this Franchise.

D. Grantee understands that this Franchise applies to itself as well as all third party users, assigns, successors or any other entity enjoying de facto Franchise privileges derived from permission extended to Grantee herein and Grantee shall assure that any contracts with such users, assigns, successors or entities so provide. Additionally, Grantee accepts full responsibility with said users, assigns, successors, or entities, jointly and severally, to the City for full performance of all Franchise obligations.

E. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County.

F. (Force Majeure) Except as otherwise provided in this Agreement, neither Party will be in default under this Agreement if and to the extent that any failure or delay in a Party's performance of one or more of its obligations hereunder, is caused by any of the following conditions, and such Party's performance is excused and extended during the period of any such delay: act of God (such as, flood, back water caused by flood, tornado, earthquake, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Agreement (collectively, "Regulations"); war or civil disorder; or vandalism, or any other events beyond the reasonable control of the Party seeking relief under this Section, provided that the Party claiming relief under this Section promptly notifies the other in writing of the existence of the event relied on and the cessation or termination of the event. The Party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay.

Both Parties acknowledge that events under this Section may occur which are incapable of being cured so as to allow the Parties to enjoy the full benefit of their rights under the Franchise. If a Party is unable to conduct its business due to an event of force majeure as described in this Section, and the force majeure occurs and remains uncured after 60 days, the Party not claiming

inability to perform under force majeure may, at its option, terminate this Agreement without further obligation.

G. (Authority to Sign) Each Party hereby represents and warrants to the other that the person or entity signing this Agreement on behalf of such Party is duly authorized to execute and deliver this Agreement and to legally bind the Party on whose behalf this Agreement is signed to all of the terms, covenants and conditions contained in this Agreement.

Passed the City Council_____, 2013.

_____
MAYOR

Attest:_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____

CID 2441; AID 179129

ACCEPTANCE OF CITY FRANCHISE

Ordinance No._____, effective _____, 2013.

I, Keith J. Thompson, am the Manager, Real Estate, of Sprint Communications Company L.P., and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of Sprint Communications Company L.P.

I certify that this Franchise and all terms and conditions thereof are accepted without qualification or reservation.

DATED this_____day of _____, 2013.

_____

Witness:_____

CID 2441; AID 179129

Agenda Sheet for City Council Meeting of: 10/21/2013		Date Rec'd	10/9/2013
		Clerk's File #	ORD C35048
		Renews #	
Submitting Dept	PLANNING & DEVELOPMENT	Cross Ref #	ORD C34449
Contact Name/Phone	ELDON BROWN 625-6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650-AMENDING ORDINANCE C34449		

Agenda Wording

Ordinance amending Ordinance C-34449 vacating the Alley between Spokane Falls Boulevard and Main Avenue from Washington Street to Bernard Street.

Summary (Background)

City Council passed Ordinance C-34449 on July 9, 2012. At that time easements were retained for utilities and for emergency vehicle access. It has been determined that these easements are no longer necessary; therefore, this amending Ordinance releases the easements.

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

Approvals		Council Notifications	
Dept Head	CHESNEY, SCOTT	Study Session	
Division Director	QUINTRALL, JAN	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	PICCOLO, MIKE	amcgee@spokanecity.org	
For the Mayor	SANDERS, THERESA	sbarbam@spokanecity.org	
Additional Approvals			
Purchasing			

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

Parcel No. _____

ORDINANCE NO. C-35048

An ordinance amending Ordinance C-34449 vacating the Alley between Spokane Falls Boulevard and Main Avenue from Washington Street to Bernard Street.

WHEREAS, the City Council on July 9, 2012 passed Ordinance C-34449 relating to the vacation of the alley between Spokane Falls Boulevard and Main Avenue from Washington Street to Bernard Street; and

WHEREAS, the beneficiaries of utility easements reserved in Ordinance C-34449 have approved a request by the Spokane Public Facilities District to release such easements to facilitate development of public parking facility and hotel on the site; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That section 2 of Ordinance C-34449 is repealed.

((~~Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Qwest and Avista Utilities to protect existing and future utilities.~~))

Section 2. That section 3 of Ordinance C-34449 is repealed.

((~~Section 3. Adequate emergency vehicle access shall be maintained to existing and future buildings.~~))

Passed the City Council _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Approved as to Form:

_____
Date

Effective Date: _____

stvac\ Spokane Falls-Main ord (alley) doc

Agenda Sheet for City Council Meeting of: 10/21/2013		Date Rec'd	10/9/2013
		Clerk's File #	PRO 2013-0001
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	ORD C33507
Contact Name/Phone	DALLAS HAWKINS 499-5446	Project #	
Contact E-Mail	DALLAS.O.HAWKINS@GMAIL.COM	Bid #	
Agenda Item Type	Special Considerations	Requisition #	
Agenda Item Name	0370-STREET BOND SEMI ANNUAL REPORT		

Agenda Wording

10-Year Street Bond Program - Semi-Annual Report for Spring/Summer 2013

Summary (Background)

City Council Ordinance C33507, dated October 11, 2004, created the Citizen's Street Advisory Commission (CSAC). The duties of CSAC include an annual report on the status of the road projects and recommendations on capital street projects. The Spring/Summer 2013 report anticipates that there will be surplus funds in the Arterial and Residential buckets. CSAC recommends adding four "GAP" projects to be paid for with these surplus funds.

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

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	QUINTRALL, JAN	Other	CSAC 10/7/13
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	htrautman@spokanecity.org	
Additional Approvals		jhaegele@spokanecity.org	
Purchasing			

BRIEFING PAPER

Engineering Services Department

Date October 1, 2013

Subject:

10 Year Street Bond Program - Semi-Annual Report for Spring/Summer 2013

Background:

City Council Ordinance C33507, dated October 11, 2004, created the Citizen's Street Advisory Commission (CSAC). CSAC was created to insure accountability, an informed citizenry, and an independent review of plans, costs, and timeliness. The duties of CSAC include an annual report on the status of the road projects, and recommendations on capital street projects.

The Spring/Summer 2013 report anticipates that there will be surplus funds in the Arterial and Residential buckets. CSAC recommends adding four "GAP" projects to be paid for with these surplus funds.

Section 3 of the 2004 Street Bond Ordinance indicates: In the event there are Bond proceeds remaining …… the Council may make additional repairs and improvements to the streets of the City as are deemed necessary and desirable by the Council."

The four recommended "GAP" projects follow the same criteria as used to determine the original Arterial and Residential Street Bond projects. These four projects fill gaps left in corridors after the Arterial and Residential projects are completed.

The four recommended "GAP" projects are:

1. Addison Street – Columbia Avenue to 525 feet north of Dalke Avenue
2. Calispel Street – Wellesley Avenue to Queen Avenue
3. Mission Avenue East bound – Hamilton Street to Perry Street
4. Lincoln/Monroe Streets – 8th Avenue to 17th Avenue

Impact:

Arterial and Residential Bond funds – 100%

Action:

Council accept the 10 Year Street Bond Program - Semi-Annual Report for Spring/Summer 2013, including the recommended four "GAP" projects.

For further information on this subject contact Kyle Twohig, Engineering Operations Manager at 625-6152.

Agenda Sheet for City Council Meeting of: 10/21/2013		Date Rec'd	10/9/2013
		Clerk's File #	RES 2013-0078
		Renews #	
Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	DAVE STEELE 625-6064	Project #	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	REVENUE
Agenda Item Name	5900-SURPLUS PROPERTY RESO AND SALE		

Agenda Wording

Resolution declaring one Water Department and one Regional Solid Waste property as surplus and setting a hearing to establish fair market value for both properties.

Summary (Background)

The Water Department has identified an approximately six-acre property located in the area of 4600 East Valley Springs Road as a candidate for surplus. This property was acquired for the development and access to a water facility many years ago. The adjacent property owner has agreed to acquire the property with significant development limitations for the purpose of constructing a public street for $13,000.

Fiscal Impact		Budget Account
Revenue	$ 500,000.00	# 4490 44700 37078 39510
Revenue	$ 13,000.00	# 4100 42410 34078 39510
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	WERNER, MARK	Study Session	
Division Director	QUINTRALL, JAN	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	PICCOLO, MIKE	dsteele@spokanecity.org	
For the Mayor	SANDERS, THERESA	lhattenburg@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing	PRINCE, THEA	ewade@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The Regional Solid Waste Department acquired the 590-acre property located at 18211 South Mallon Road as an alternative ash disposal site in 1990 for $423,000. This property has been leased to a local rancher for a nominal sum for the years that the City has owned it. This long term tenant has agreed to purchase the property for $500,000.

Fiscal Impact		**Budget Account**
Select	$	#
Select	$	#
AmtType7	$ Amount7	# Budget7
AmtType8	$ Amount8	# Budget8

Distribution List	
	Email16
	Email17
	Email18
	Email19
	Email20
	Email21
	Email22
	Email23

RESOLUTION 2013-0078

A RESOLUTION DECLARING SURPLUS PROPERTY, SETTING FORTH THE FAIR MARKET VALUE OF CERTAIN SURPLUS UTILITY PROPERTIES AND AUTHORIZING SALE OF THE PROPERTIES.

WHEREAS, the City of Spokane is the owner of certain properties originally acquired for public utility purposes, which properties are located in the City of Spokane, County of Spokane, State of Washington, and described in Exhibit 'A' hereto ("Properties"); and

WHEREAS, the Properties are surplus to the City's needs and are not required for providing continued public utility service; and

WHEREAS, RCW 35.94.040 authorizes the City to dispose of surplus property originally acquired for public utility purposes; and

WHEREAS, the City of Spokane must attempt to obtain fair market value in the sale of the Properties.

WHEREAS, the City Public Works & Utilities Department has determined the fair market value of the Properties.

NOW, THEREFORE – it is hereby resolved by the Spokane City Council;

1. The Properties are hereby declared to be surplus to the City's needs and are not required for providing continued public utility service.

2. The City of Spokane, Department of Public Works & Utilities, has determined the fair market value of the Properties, as set forth in the attached Exhibit "A".

3. The City's Director of Asset Management is authorized to negotiate for fair market value the sale or exchange of the Properties to interested buyers pursuant to a Real Estate Purchase and Sale Agreement, and the Mayor is hereby authorized to execute such documents as are reasonably necessary to consummate such sale or exchange without further approval by the Council.

ADOPTED by the Spokane City Council this _____ day of _____, 2013.

Approved as to form:

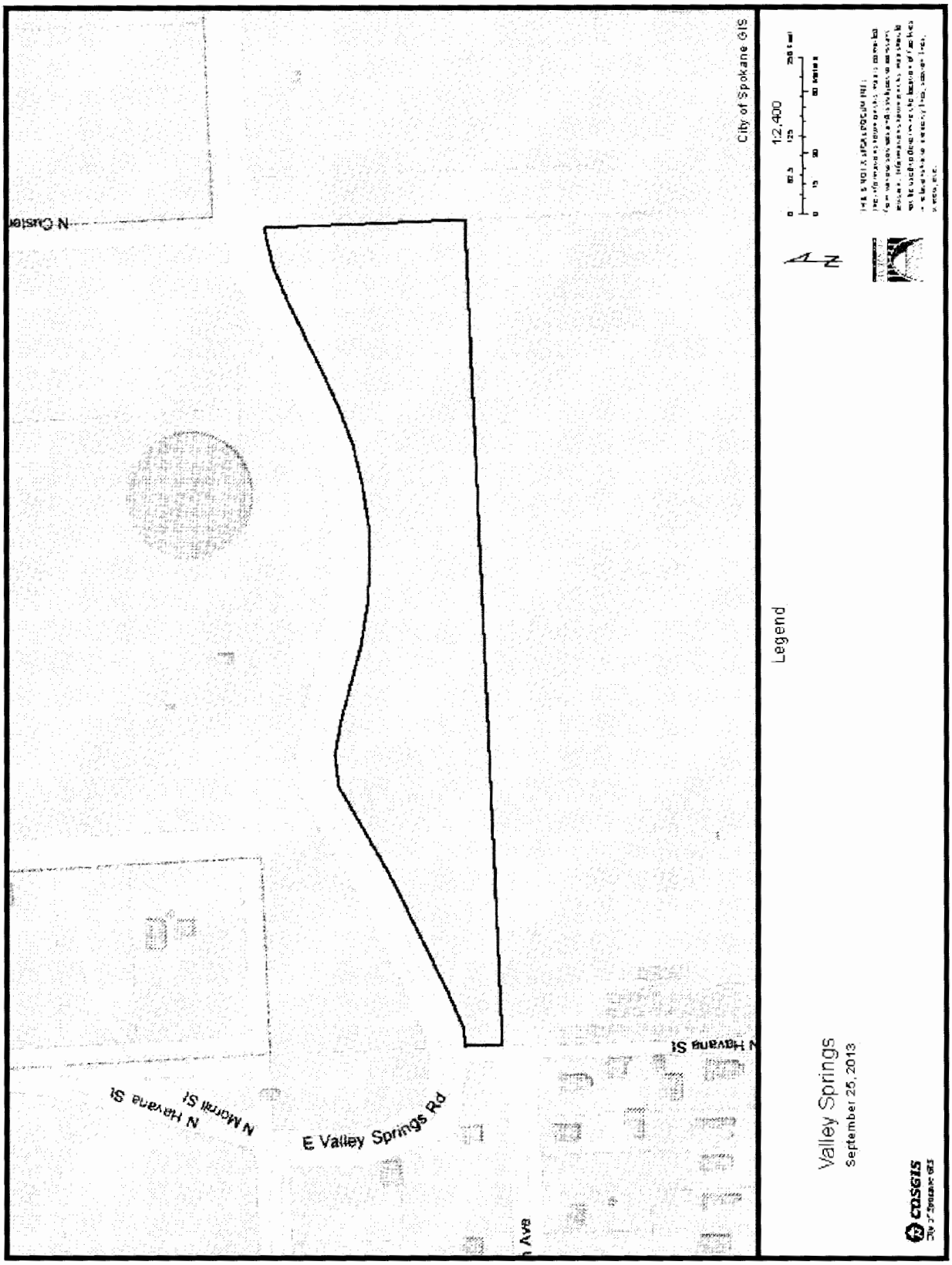
_____
City Clerk

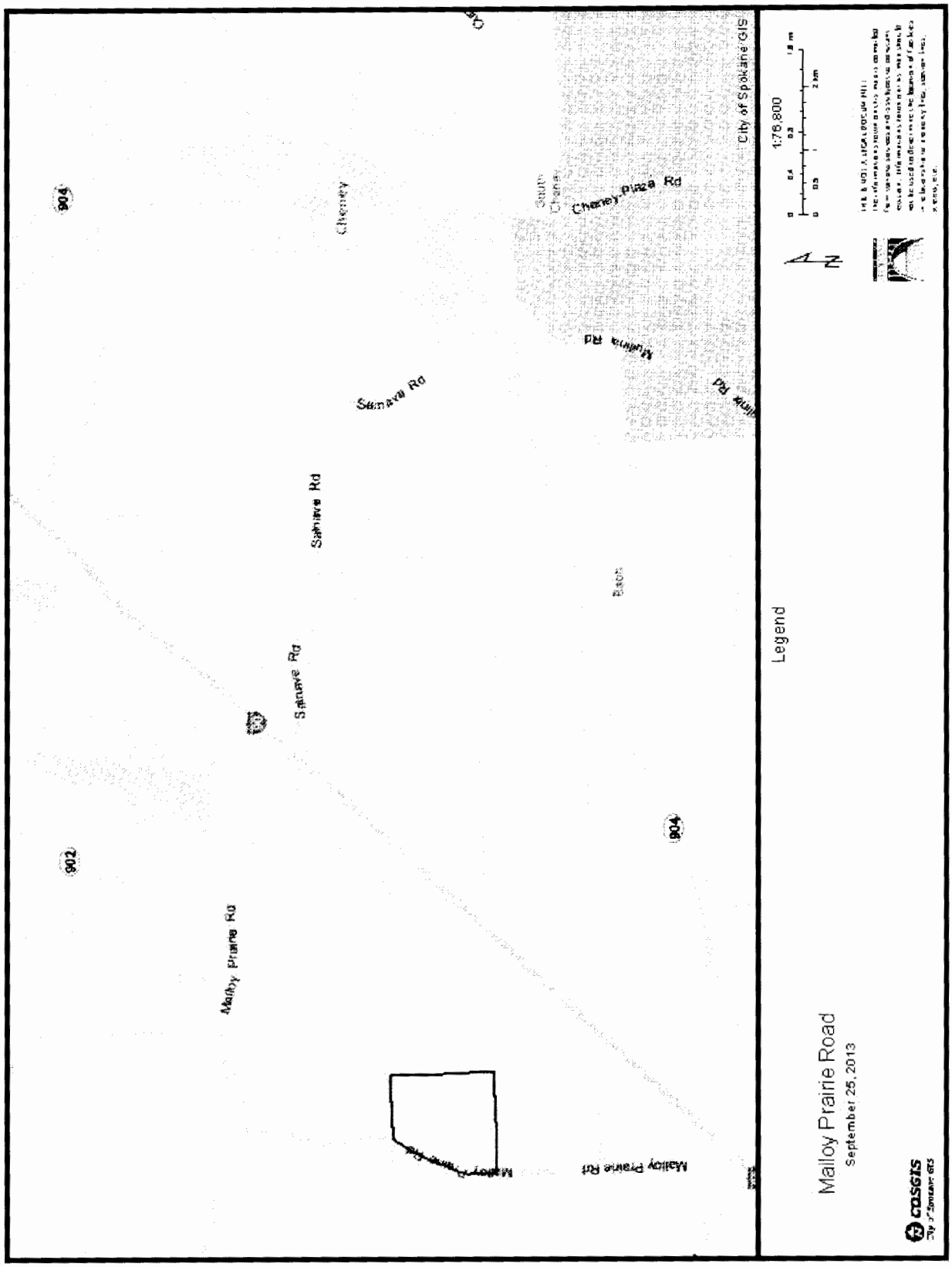
_____
Assistant City Attorney

EXHIBIT "A"

Parcel:	35022.0012
Address:	None Assigned
Value:	$13,000

Parcel:	03165.9001
Address:	18211 South Malloy Prairie Road
Value:	$500,000


City of Spokane GIS
1:2,400
Legend
Valley Springs
September 25, 2013
COSGIS
N Havana St
N Morrill St
E Valley Springs Rd
N Havana St


Malloy Prairie Road
September 25, 2013
Legend
1:76,800
City of Spokane GIS
Cheney
Cheney-Plaza Rd
Salnave Rd
Malloy Prairie Rd
902
904
COSGIS

Form 25
Vacant Land Purchase & Sale
Rev. 12/12
Page 1 of 5

VACANT LAND PURCHASE AND SALE AGREEMENT
SPECIFIC TERMS

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ALL RIGHTS RESERVED

1. **Date:** September 9, 2013 **MLS No.:** PBL
2. **Buyer:** Harris Land LLC, and/or Assigns
3. **Seller:** City of Spokane
4. **Property:** Tax Parcel No(s).: 03165.9001 (Spokane County)
   Street Address: 18211 S Malloy Prairie Road Spokane Washington
   Legal Description: Attached as Exhibit A.
5. **Purchase Price:** $ 500,000.00
6. **Earnest Money:** (To be held by ☐ Selling Firm; ☒ Closing Agent)
   Personal Check: $ 20,000.00 ; Note: $; Other ( ): $
7. **Default:** (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
8. **Title Insurance Company:** Spokane County Title or Seller's choice
9. **Closing Agent:** ☐ a qualified closing agent of Buyer's choice; ☒ Drew Bodker or Seller's choice
10. **Closing Date:** 30 days after mutual acceptance
11. **Possession Date:** ☐ on Closing; ☒ Other currently leasing property
12. **Offer Expiration Date:** October 28, 2013
13. **Services of Closing Agent for Payment of Utilities:** ☐ Requested (attach Form 22K); ☒ Waived
14. **Charges and Assessments Due After Closing:** ☐ assumed by Buyer; ☒ prepaid in full by Seller at Closing
15. **Subdivision:** The Property ☐ must be subdivided before ; ☒ is not required to be subdivided
16. **Feasibility Contingency Expiration Date:** ☐ days after mutual acceptance; ☐ Other
17. **Agency Disclosure:** Selling Broker represents: ☒ Buyer; ☐ Seller; ☐ both parties; ☐ neither party
    Listing Broker represents: ☒ Seller; ☐ both parties
18. **Addenda:**

David R. Harris (Harris Land LLC)

Buyer's Signature Harris Land LLC	Date 9-9-13	Seller's Signature City of Spokane	Date
Buyer's Signature and/or Assigns	Date	Seller's Signature	Date
27603 W Cornwall Road Buyer's Address		808 W Spokane Falls Blvd. Seller's Address	
Cheney, WA 99004 City, State, Zip		Spokane, WA 99201 City, State, Zip	
Phone No.	Fax No.	Phone No.	Fax No.
Buyer's E-mail Address		Seller's E-mail Address	
Windermere R E/Manito LLC Selling Firm	500 MLS Office No.	Kiemle Hagood Listing Firm	MLS Office No.
Selling Firm's Assumed Name (if applicable)		Listing Firm's Assumed Name (if applicable)	
Suzy Dix Selling Broker (Print)	7823 MLS LAG No.	Mike Livingston Listing Broker (Print)	MLS LAG No.
(509)747-1051 (509)994-9300 Phone No.	(509)242-3346 Firm Fax No.	Phone No.	Firm Fax No.
suzydix@windermere.com Selling Broker's E-mail Address		Listing Broker's E-mail Address	

VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS
Continued

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Northwest Multiple Listing Service
ALL RIGHTS RESERVED

a. Purchase Price. Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement.

b. Earnest Money. Buyer shall deliver the Earnest Money within 2 days after mutual acceptance of this Agreement to Selling Broker who will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over $10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over $10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must be deposit the Earnest Money or the Earnest Money is $10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, the other party may make a written demand to the Closing Agent for the Earnest Money. If only one party makes such a demand, Closing Agent shall promptly deliver notice of the demand to the other party. If the other party does not object to the demand within 10 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand. If Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursal of the Earnest Money. The parties are advised that, notwithstanding the foregoing, Closing Agent may require the parties to execute a separate agreement before disbursing the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under the Agreement, that party shall be in breach of this Agreement. Upon either party's request, the party holding the Earnest Money shall commence an interpleader action in the county in which the Property is located. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to $500.00 for the costs thereof.

c. Condition of Title. Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description.

d. Title Insurance. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in the Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

e. Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

Initials: BUYER: _____ Date: 09/09/2013 SELLER: _____ Date: _____
BUYER: _____ Date: _____ SELLER: _____ Date: _____

VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS
Continued

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f. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

g. **Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement as to the quantity and current price from the supplier. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 13, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach Form 22K Identification of Utilities or equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are encumbrances at the time of Closing, or that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 14.

h. **Sale Information.** Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale.

i. **FIRPTA - Tax Withholding at Closing.** The Closing Agent is instructed to prepare a certification (Form 22E or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment In Real Property Tax Act. Seller shall sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

j. **Notices.** In consideration of the license to use this and NWMLS's companion forms and for the benefit of the Listing Broker and the Selling Broker as well as the orderly administration of the offer, counteroffer or this agreement, the parties irrevocably agree that unless otherwise specified in this Agreement, any notice required or permitted in, or related to, this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed given only when the notice is received by Selling, by Listing Broker or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed given only when the notice is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. Receipt by Selling Broker of a Form 17 or 17C (whichever is applicable), Public Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to Form 22D, or a preliminary commitment for title insurance provided pursuant to Form 22T shall be deemed receipt by Buyer. Selling Broker and Listing Broker have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.

k. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence if this Agreement.

Initials: BUYER: DRH Date: 09/09/2013 SELLER: _____ Date: _____
BUYER: _____ Date: _____ SELLER: _____ Date: _____

VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

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l. Facsimile or E-mail Transmission. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any document or notice shall not be effective unless the parties to this Agreement otherwise agree in writing.

m. Integration and Eletronic Signatures. This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.

n. Assignment. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.

o. Default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:

i. Forfeiture of Earnest Money. That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.

ii. Seller's Election of Remedies. Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.

p. Professional Advice and Attorneys' Fees. Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller agree to pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses.

q. Offer. Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

r. Counteroffer. Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's name, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Seller, by Listing Broker or at the licensed office of Listing Broker. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

s. Offer and Counteroffer Expiration Date. If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.

t. Agency Disclosure. Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."

u. Commission. Seller and Buyer agree to pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.

Initials: BUYER: DRH Date: 09/09/2013 SELLER: _____ Date: _____
BUYER: _____ Date: _____ SELLER: _____ Date: _____

VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS
Continued

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v. **Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date identified in Specific Term No. 16 whether or not the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. BUYER SHOULD NOT RELY ON ANY ORAL STATEMENTS concerning this made by the Seller, Listing Broker or Selling Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. If the Buyer does not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 16, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If Buyer gives notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs.

w. **Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term 15. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

x. **Information Verification Period and Property Condition Disclaimer.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties agree to exercise their own judgment and due diligence regarding third-party service providers.

Initials: BUYER: DRH Date: 09/09/2013 SELLER: _____ Date: _____
BUYER: _____ Date: _____ SELLER: _____ Date: _____

City Clerk No. RES 2013-0078

REAL ESTATE PURCHASE AND SALE AGREEMENT
CITY AS SELLER

This Agreement, is made and entered into by and between the CITY OF SPOKANE, a Washington State municipal corporation (the "Seller" and/or "Owner") and Beacon Hill Spokane One, LLC a Washington Limited Liability Company, whose address is 4848 East Valley Springs Road, Spokane, Washington 99217, (the "Purchaser") jointly referred to as the "parties."

Whereas, the Purchaser and Seller are desirous of entering into an agreement whereby the Purchaser will purchase property owned by the Seller.

NOW, THEREFORE, in consideration of the following terms, conditions and covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SALE OF PROPERTY**. Owner agrees to sell, convey and transfer to the Purchaser, and the Purchaser agrees to purchase, acquire and take from Seller, certain real property located in the City of Spokane, Spokane County, Washington, legally described as follows (the "Property"):

That portion of the North 370.75 feet of Government Lot 4 in the Northwest quarter of Section 2, Township 25 North, Range 43 East, W.M., lying southerly of the North line of Valley Springs Road, records of Spokane County, Washington;

EXCEPT Valley Springs Road;

Further EXCEPTING AND RESERVING TO THE CITY an easement over, under, through, and across the entire ~~property~~ Property in favor of the City of Spokane for public right-of-way purposes and all uses incidental thereto;

Situate in the County of Spokane, State of Washington.

Tax Parcel No. 35022.0012

2. **PURCHASE PRICE**. The parties agree that the purchase price for the

Property is $13,100.00, payable in cash at closing. As earnest money, the City has accepted $1000.00, which does not exceed five percent (5%) of the purchase price. In the event the purchaser fails, without legal excuse, to complete the purchase of the Property, the earnest money deposit made by the Purchaser shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller for such failure.

3. **CONDITION OF PROPERTY**. Purchaser acknowledges that Seller makes no representations whatsoever regarding the physical condition of the property. Purchaser offers to purchase the Property in and "as is" condition, with all physical defects, including those that cannot be observed by casual inspection. Seller shall have no obligation to repair or remedy any physical defects of the Property.

4. **CLOSING**. This agreement will be closed in escrow by Stewart Title Insurance Company in Spokane, Washington ("Title Company"), as escrow agent for the closing. The closing date shall be held at the Title Company within thirty (30) days following the parties' mutual execution of this Agreement, unless another date or time is agreed to by the parties.

5. **SELLER'S CLOSING DOCUMENTS**. At the closing, the City shall, at its expense, deliver the following to the Purchaser:

(A) a Quit Claim Deed (The "Deed"), duly executed and acknowledged in a recordable form, conveying to the Purchaser title to the Property free and clear of all liens and encumbrances except those expressly agreed to by the Purchaser; provided, in anticipation of Purchaser's construction of a public road through Property, built to City standards and acceptable to the City in its sole discretion (the "Road"), said Deed shall except and reserve to the City of Spokane an easement over, under, through, and across the entire Property for purposes of establishing, constructing, repairing, and replacing the Road and all uses incidental thereto, and shall include language indicating that, by accepting the Deed to the Property, grantee, and grantee's successors and assigns, waive all claims for damages against any governmental authority, including without limitation, the City of Spokane, which may be occasioned to the adjacent land by the establishment, construction, drainage and maintenance of any public way established on the Property including the Road;

(B) The Deed, and the easement reserved therein in favor of the City, shall prohibit Purchaser from erecting or placing any improvement(s) within the Property without the City's prior written approval, which the City may withhold for any reason, and in the event improvements of any type are placed on the Property without the City's consent, it will be the responsibility of the Purchaser to bear all the costs to remove and/or replace any such improvement should such removal be necessary for the construction,

repair, maintenance, or reconstruction of the public roadway. Provided, changes to the ~~property~~ Property such as storage of materials and other activities related to the development of the site for the proposed road shall not constitute "improvements" as called for in this paragraph. Upon final acceptance by the City of a public roadway through the Property, built to City standards and acceptable to the City in its sole discretion, the Parties will record such documents as are reasonably necessary, in the City's discretion, to dedicate the completed roadway for public roadway purposes and all uses reasonably and customarily incidental thereto and to remove the easement restrictions referred to herein above with respect to the remaining Property, at no cost to the City. This final road way will include 50 foot setbacks for right-of-way from the center of the road on both sides through the entire property.

(C) a detailed statement, prepared by the escrow officer and/or the closing attorney, setting forth the appropriate adjustments and proration's to be made at the closing;

(D) all other documentation reasonably required by the Purchaser.

6. **EXPENSES**.

A. Expenses of Seller. The Seller shall pay:

(i) real estate taxes prorated to the date of closing; and
(ii) all assessments, liens, mortgages, deeds of trust or other encumbrances.

B. Expenses of Purchaser. The Purchaser shall pay:

(i) all recording fees;

(ii) its attorney fees;

(iii) real estate taxes due after the closing date; and

(iv) title insurance premiums.

7. **POSSESSION**. The City shall deliver possession of the Property to the Purchaser on the date of closing.

8. **TIME**. Time is of the essence of this Agreement.

9. **TITLE EXAMINATION**. Purchaser may elect to obtain a preliminary commitment for title insurance no later than fifteen (15) days from the date the Purchase Agreement is fully executed. Purchaser will have seven (7) days thereafter to review the condition of title and make any objections thereto in writing to Seller or it shall be deemed that Purchaser has accepted the condition of title. Should Purchaser so notify Seller of any objections to the status of title, Seller will have twenty (20) days after receipt of such objections to resolve the same or to indicate that it will not be in a position to resolve such title objections.

10. **COMMISSION**. Each party warrants and represents to the other that no real estate brokerage commission or fees of any kind or type are or will be payable by such other party as a result of the transaction herein provided for, or if any such commissions or fees are payable, the warranting party shall pay the same and hereby indemnifies such other party of, from and against any and all claims, for any real estate brokerage commission or fee which may arise as a result of any acts of the warranting party.

11. **ENVIRONMENTAL CONDITION**. Seller has not conducted any environmental review nor is it in possession of any environmental reports which relate to the Property. Purchaser agrees that should it elect to remove any hazardous substance from the Property, it will do so with the assistance of a properly qualified removal or abatement specialist pursuant to applicable federal, state and local laws and will further hold the Seller harmless from any and all loss, liability, cost, expenses, claims or suits including the obligation to defend the Seller should a claim be brought by any party against the Seller as a result of Purchaser's abatement activities.

12. **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:

Seller:	City of Spokane Department of Real Estate 808 W. Spokane Falls Blvd. Spokane, WA 99201
Copy to:	Office of the City Attorney 808 W. Spokane Falls Blvd. Spokane, WA 99201
Purchaser:	Beacon Hill Spokane One, LLC 4848 E. Valley Springs Rd. Spokane, Wa. 99217

Any notice given pursuant to this Agreement, shall be deemed effective the day it is personally delivered or three (3) business days after the date it is deposited in the United States mails.

13. **ENTIRE AGREEMENT/MODIFICATION**. This written Agreement constitutes the entire and complete Agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements 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.

14. **BINDING EFFECT**. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

15. **GOVERNMENTAL APPROVAL**. Purchaser acknowledges that this Agreement does not bind the City of Spokane until the Mayor executes this Agreement following approval by the City Council. The City employee acting through the Department of Real Estate will exercise best efforts to obtain such approvals.

16. **WAIVER OF SELLER DISCLOSURE STATEMENT**. Purchaser expressly waives Purchaser's right to receive from Seller a signed and dated Real Property Transfer Disclosure Statement as contemplated by Chapter 64.06 RCW.

In witness whereof, the parties hereto have signed this Agreement this _____ day of _____, 20___.

CITY OF SPOKANE

By:_____
Mayor

Attest:_____
City Clerk

PURCHASER

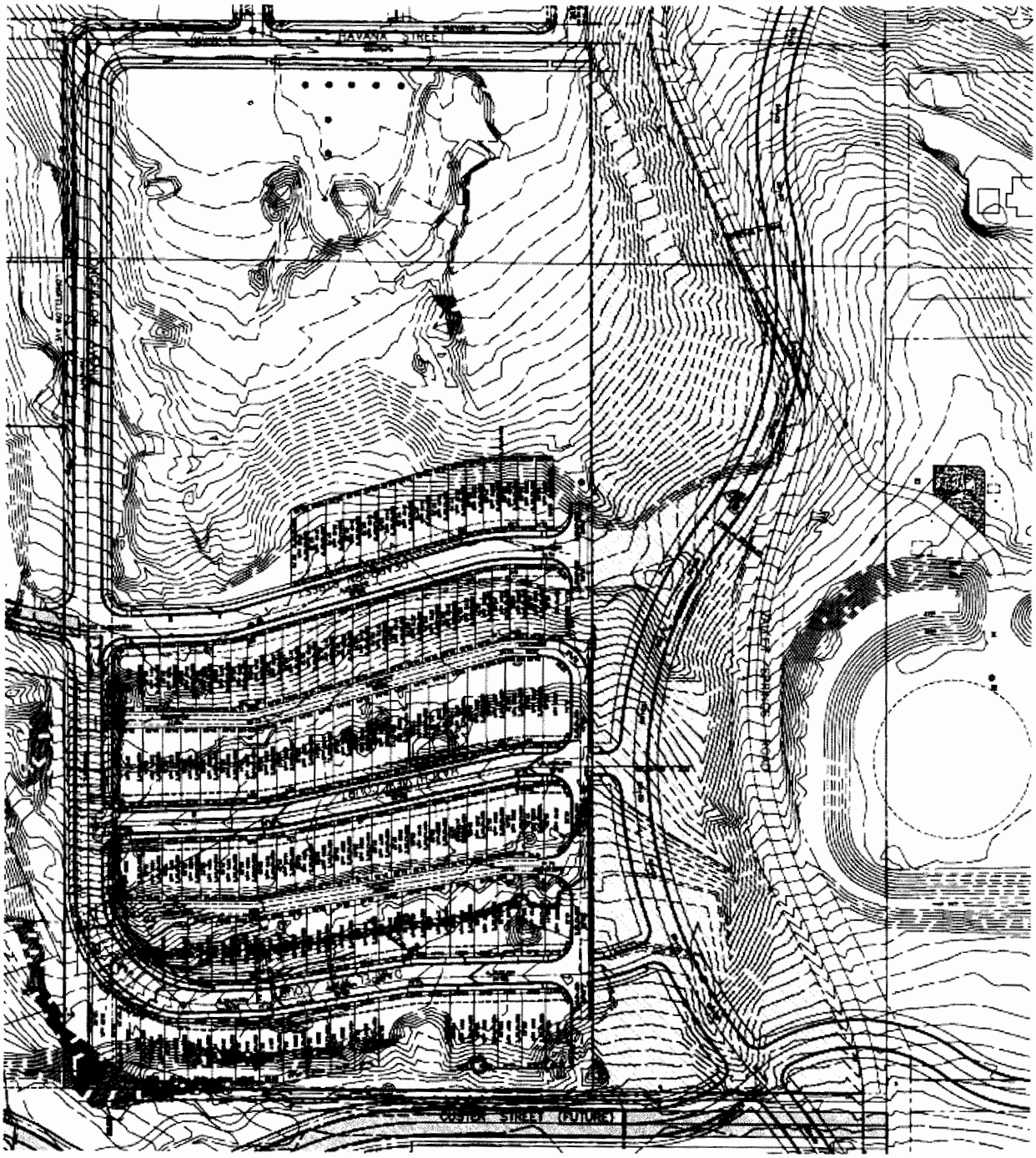
By:_____

Its:_____

Approved as to form:

_____
Assistant City Attorney

Exhibit A



7