

## **CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM**

**Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:**

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month. In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

### **Rule 2.2 Open Forum**

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

### **Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits**

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
  1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

- c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.
  - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.
  - e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
  - f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
- 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
  - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, FEBRUARY 26, 2018

### **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 BREEAN BEGGS**

**COUNCIL MEMBER MIKE FAGAN**

**COUNCIL MEMBER CANDACE MUMM**

**COUNCIL MEMBER KATE BURKE**

**COUNCIL MEMBER LORI KINNEAR**

**COUNCIL MEMBER KAREN STRATTON**

**CITY 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 THURSDAYS 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 entrance 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](http://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 Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [msteinolfson@spokanecity.org](mailto:msteinolfson@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources 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

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## ADMINISTRATIVE SESSION

Roll Call of Council

## CONSENT AGENDA

### REPORTS, CONTRACTS AND CLAIMS

### RECOMMENDATION

- |   |         |                              |
|---|---------|------------------------------|
| 1. One-year Contract with Greater Spokane, Inc. (Spokane, WA) for economic development services—\$56,400. (Deferred from January 22, 2018, Agenda)<br><b>Council President Stuckart</b>   | Approve | OPR 2018-0027                |
| 2. Value Blanket Renewal with San Diego Police Equipment (San Diego, CA) to purchase ammunition for the Spokane Police Department in 2018 and 2019—\$295,000.<br><b>Jacqui Macconnell</b>   | Approve | OPR 2017-0313<br>BID 4320-17 |
| 3. Low Bid of Red Diamond Construction, Inc., (Spokane, WA) for Monroe Street 2 - Grace Avenue to Kiernan Avenue—\$4,488,895.70. An administrative reserve of \$448,889.57, which is 10% of the contract price, will be set aside. (Emerson/Garfield and North Hill Neighborhoods)<br><b>Dan Buller</b> | Approve | OPR 2018-0099<br>ENG 2017145 |
| 4. Contract Addendum with Costs with MurraySmith, Inc, (Spokane, WA) to add Task 6 - Construction Services, which was not included in the original contract, in conjunction with the Central Avenue Well #2 Rehabilitation project—\$25,000. <b>Dan Buller</b>  | Approve | PRO 2017-0018<br>ENG 2016133 |

- |   |                              |               |
|---|------------------------------|---------------|
| 5. Interlocal agreement with Spokane County, Spokane County Fire District 9, Spokane County Sheriff, and Spokane County Emergency Communications Board to allocate the costs associated with the Backup Combined Communications Center.<br><b>Lori Markham</b>            | Approve                      | OPR 2018-0100 |
| 6. Memorandum of Understanding between the City, Spokane County, Spokane Hoopfest Association and Lilac Bloomsday Association to promote compliance with RCW 70.93.093 for public event recycling by managing a Lending Library program.<br><b>David Paine</b>            | Approve                      | OPR 2018-0101 |
| 7. Renewal of the Memorandum of Understanding with Spokane Arts Commission and Spokane Arts Fund for arts services. The City will pay an amount equal to one-third of the prior full years admissions tax received each year—estimated \$265,000.<br><b>Alex Reynolds</b> | Approve                      | OPR 2012-0856 |
| 8. Report of the Mayor of pending:  | Approve & Authorize Payments |               |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2018, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.               |                              | CPR 2018-0002 |
| b. Payroll claims of previously approved obligations through _____, 2018: \$_____.  |                              | CPR 2018-0003 |
| 9. City Council Meeting Minutes: _____, 2018.   | Approve All                  | CPR 2018-0013 |
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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## 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.

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# **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**

**Citizens Transportation Advisory Board: Two  
Appointments**

**Confirm**

**CPR 2018-0032**

## **ADMINISTRATIVE REPORT**

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## **COUNCIL COMMITTEE REPORTS**

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

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## **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.**

**Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).**

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# **LEGISLATIVE AGENDA**

## SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35565 passed by the City Council December 11, 2017, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in":

ORD C35589      Purchasing Fund  
FROM: Misc. Service Charges, \$3,000 and  
Registration/Schooling, \$6,041;  
TO:      Various Accounts, same amount.

(This action implements classification and pay adjustments in accordance with approved union agreements and City policies.)

**Chris Cavanaugh**

ORD C35590      Library Fund  
FROM: Private Gift/Pledge/Grants/Requests, \$152,000;  
TO:      Machinery/Equipment, same amount.

(This action provides funding for a 24/7 Library location not anticipated in the 2018 budget process.)

**Council President Stuckart**

## NO EMERGENCY ORDINANCES

## RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2018-0014      To establish a working group to provide recommendations to City Council regarding municipal broadband solutions for the City of Spokane.

**Council Member Beggs**

RES 2018-0015      Setting hearing before the City Council for March 26, 2018 for the vacation of the alley between Sinto Ave and Sharp Ave, from South Riverton Ave to Helena St; and the east 15 feet of South Riverton Ave from Sinto Ave to Sharp Ave, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way.

**Eldon Brown**

## NO FINAL READING ORDINANCES

## FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35591      Relating to permit fees for solar energy projects and electric vehicle charging stations; enacting new sections 15.05.005, 15.05.040, and 15.05.050 of the Spokane Municipal Code. **Council President Stuckart**

- ORD C35592 Relating to early termination of skywalk permits; amending sections 12.02.0430 and 12.02.0505 of the Spokane Municipal Code.  
**Council President Stuckart**
- ORD C35593 Relating to reality-based police show program filming; enacting a new chapter 10.56 to the Spokane Municipal Code.  
**Council President Stuckart**
- ORD C35594 Of the city of Spokane, Spokane County, Washington, confirming the formation of the Spokane Housing Authority as a Joint Housing Authority; providing for matters required pursuant to RCW 35.82.300; repealing certain Resolutions; adding a new Chapter to Title 6 of the Spokane Municipal Code and other matters relating thereto.  
**Council Member Stratton**
- ORD C35595 (To be considered under Hearings Item H1.b.)
- ORD C35596 (To be considered under Hearings Item H2.b.)
- FURTHER ACTION DEFERRED

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## NO SPECIAL CONSIDERATIONS

### HEARINGS

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

#### RECOMMENDATION

- |     |   |                                     |            |
|-----|---|-------------------------------------|------------|
| H1. | a. Vacation of Sheridan Street from the north right of way line of Riverside Avenue to twenty-five feet north of the north right of way line of Riverside Avenue as requested by Avista Corp.                       | Approve<br>Subject to<br>Conditions |            |
|     | b. First Reading Ordinance C35595 vacating Sheridan Street from the north right of way line of Riverside Avenue to twenty-five feet north of the north right of way line of Riverside Avenue.<br><b>Eldon Brown</b> | Further<br>Action<br>Deferred       | ORD C35595 |
| H2. | a. Vacation of a portion of 7 <sup>th</sup> Avenue and Chestnut as requested by Namva Chan.   | Approve<br>Subject to<br>Conditions |            |
|     | b. First Reading Ordinance C35596 vacating a portion of 7 <sup>th</sup> Avenue and Chestnut.<br><b>Eldon Brown</b>  | Further<br>Action is<br>Deferred    | ORD C35596 |
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**Motion to Approve Advance Agenda for February 26, 2018  
(per Council Rule 2.1.2)**

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**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.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

**ADJOURNMENT**

The February 26, 2018, Regular Legislative Session of the City Council is adjourned to March 5, 2018.

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**NOTES**

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

01/22/2018

<u>Date Rec'd</u>	1/2/2018
<u>Clerk's File #</u>	OPR 2018-0027
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR18857

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	BEN STUCKART 6258
<u>Contact E-Mail</u>	BSTUCKART@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0320 - ECONOMIC DEVELOPMENT SERVICES AGREEMENT

Agenda Wording

A one-year economic development agreement contract between the City and GSI.

Summary (Background)

This contract establishes a collaborative relationship between GSI and the City, intended to promote and support economic development as authorized by RCW 35.21.703 and RCW 36.01.085. The contract establishes a financial investment by the City in GSI's economic development activities, consisting of: (1) BASE INVESTMENT (2) ECONOMIC DEVELOPMENT PARTNERSHIP SERVICES (3) ADDITIONAL INVESTMENT FOR ECONOMIC DEVELOPMENT SERVICES specific to the City, and (4) SPECIAL PROJECTS.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 56,400	# 0750-30210-58700-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	MCDANIEL, ADAM
<u>Division Director</u>	
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	DUNIVANT, TIMOTHY
<u>Additional Approvals</u>	
<u>Purchasing</u>	

# Agreement for Economic Development Services

## OVERVIEW OF GSI:

GSI works to connect businesses to valuable relationships and resources, drive business and community initiatives to improve our region, and advocate for business with a unified voice.

GSI convenes, coordinates, facilitates and leads economic development efforts that:

- Drive the creation of a highly skilled workforce that meets the future needs of employers;
- Increase the number of jobs;
- Grow our residents' average household income;
- Support innovation through the creation and growth of entrepreneurship and business start-ups;
- Expand area businesses through increased access to information and resources that will lead to greater customer exposure and greater success; and
- Improve the fiscal health of our communities through increased commerce leading to increased tax revenues.

**PURPOSE OF AGREEMENT:** The purpose of this AGREEMENT is to memorialize the understanding and intended collaboration between the CITY OF SPOKANE (hereinafter referred to as "the JURISDICTION") and GREATER SPOKANE INCORPORATED (hereinafter referred to as "GSI") (collectively referred to as the "PARTIES") to further economic development activities for the JURISDICTION and the Spokane region.

As set forth further in Paragraph 6, this AGREEMENT establishes only a collaborative relationship between GSI and JURISDICTION, and GSI is only obligated to the extent the terms of this AGREEMENT provide. The PARTIES acknowledge that this AGREEMENT is intended to promote and support acts relating to economic development as authorized by RCW 35.21.703 and RCW 36.01.085.

This AGREEMENT establishes a sequential financial investment in the economic development activities of GSI consisting of:

- (1) BASE INVESTMENT,
- (2) ECONOMIC DEVELOPMENT PARTNERSHIP SERVICES,
- (3) ADDITIONAL INVESTMENT FOR ECONOMIC DEVELOPMENT SERVICES (specific to JURISDICTION), and
- (4) SPECIAL PROJECTS (benefitting the entire region).

JURISDICTIONS that agree to invest with GSI agree to invest in the order of economic development activities listed and further agree to fund the financial requirements of each category before proceeding to the next level of economic development activity.

## **(1) BASE INVESTMENT:**

The Base Investment is an annual investment amount and recognizes the value of having an organization identified as coordinating economic development activities on behalf of the Jurisdiction and region. It recognizes those activities as;

- advocating for a healthy business climate to provide businesses a competitive advantage over other communities,



- assisting businesses located in the region with access to new services to enhance their revenues and profits,
- advancing the development of a talented workforce,
- advocating on behalf of business at the federal, state, and local levels,
- supporting entrepreneurs and business startups,
- supporting major contributors to the economy, and
- communicating the value of the Spokane region to businesses considering expansion or relocation to the Spokane region.

The Base Investment supports the costs of Greater Spokane Incorporated associated with performing the above-mentioned functions. Investor Partners can choose their level of investment.

Consistent with GSI By-Laws, JURISDICTIONS investing at the Partner Level (\$10,250 - \$24,999/yr) are entitled to :

- An Ex-Officio position on the GSI Board of Trustees,
- Participation in the Leaders for Economic Prosperity Committee (the “Leaders” group),
- Participation in the CEO Exchange,
- Invitation to attend the Olympia and DC Fly-ins,
- Invitation to exclusive executive events,
- Recognition in GSI Media,
- Customized Community Visibility,
- Onsite GSI Executive Update,
- Bi-Weekly CEO E-Newsletter.

JURISDICTIONS can also choose higher levels of Base Investment. Those could include the Leaders Level (\$25,000 - \$49,999/yr) and the Visionary Level (\$50,000 and up/yr).

The level of Base Investment for the JURISDICTION shall be that amount listed in Attachment A, attached hereto and incorporated herein by reference.

## **(2) ECONOMIC DEVELOPMENT PARTNERSHIP SERVICES:**

The Economic Development Partnership Services ("EDPS") constitute the array of economic development activities as defined both in the GSI Strategic Plan and other activities necessary to support businesses operating in the Spokane region and those businesses wishing to expand or relocate to the Spokane region. They are itemized in more detail below under “**Scope of Work**”.

The cost of EDPS is based proportionately on the size of the JURISDICTION. The target rate is \$0.50 per resident, adjusted annually, and based upon the United States Census Bureau’s annual population estimate. For purposes of this calculation, the annual population estimate shall be the US Census Bureau’s most recent estimate listed as of October 1<sup>st</sup> of the current calendar year. For the JURISDICTION, the US Census Bureau’s population estimate for the contract period shall be the population listed in Attachment “A”.

## Scope of Work

The following activities shall be included in EDPS:

- **WORKFORCE** - Grow education attainment rates, ensuring a talented and competitive workforce pipeline;
  - Build a robust system of career-connected learning by developing STEM skills and career awareness and exploration, for middle skill and knowledge-based careers in high-demand industries
  - Increase post-secondary access to credential and degree completion for traditional and non-traditional students
  - Support the development of a center for health and medical sciences education through advocacy, workforce development, and community capacity building
- **ADVOCACY** - Convene and facilitate a unified voice on behalf of the business community, and to advocate for critical public policy and legislative priorities for the benefit of the regional economy;
  - Convene, draft, and advocate for legislative priorities at both the federal and state levels on behalf of business
  - Advocate for critical infrastructure necessary for economic development
  - Plan and implement a Joint Chambers' Olympia Fly-In to advocate for business priorities for the Spokane region
  - Plan and implement a Joint Chambers' DC Fly-In to advocate for business priorities for the Spokane region
  - Advocate for international trade policies that support local business efforts to expand their customer base
  - Provide an opportunity for the City of Spokane to present a "State of the City" to the broader business community (specialized audio visual and other special features at additional cost)
  - Provide access to the GSI Board of Trustees to educate the business community on key city projects and initiatives
- **BUSINESS STARTUP, RETENTION, & EXPANSION** - Provide retention and expansion programs and business services;
  - Protect, advocate, and support the expansion of the military operations at Fairchild Air Force Base, recognizing it as the largest single-site employer in Eastern Washington
  - Assist the business community in qualifying for, and obtaining comprehensive contracting opportunities with federal, state, and local government agencies to maintain business growth and expansion
  - Connect entrepreneurs with resources and community support necessary to launch and grow new businesses
  - Provide a physical location and appropriate programming to ensure entrepreneur success
  - Provide information and access to guest speakers to local businesses on international trade issues and opportunities
- **RECRUIT** - Recruit high performance industries that provide significant wage opportunities;
  - Respond to inbound recruitment opportunities to diversify and enhance the region's overall economic environment
    - Respond to inbound requests for information regarding the region
    - Prepare responses to inbound Request for Proposal's (RFP's) from businesses and site selectors
  - Prepare responses to inquiries from the Washington State Department of Commerce directed to GSI as the designated Associate Development Organization (ADO)
  - Develop outbound recruitment strategy based on core assets and industries of the market

- Grow the region's capacity to serve as a supply chain for the aerospace industry and retain and grow our region's advanced manufacturing base
- Enable, support, and promote the creation of a regional hub for bioscience research and business development
- Engage directly with site selectors and targeted companies to educate them about the advantages of the Spokane region
- Leverage partnerships with local companies to identify companies that would augment or increase buildout of the manufacturing or life sciences supply chain in the region
- Enhance the knowledge of the region by participating in and leading local, regional, and national industry association events, and attending networking and educational events.

### **(3) ADDITIONAL INVESTMENT FOR ECONOMIC DEVELOPMENT SERVICES:**

The JURISDICTION may wish to collaborate and invest with GSI on additional economic development services specific to the JURISDICTION outside the EDPS. Those economic development services shall be mutually agreed upon by the parties and set forth in Attachment B, attached hereto and incorporated herein by reference. Examples may include, but are not limited to, industry gap analysis, workforce studies, or pursuit of specific grant opportunities.

### **(4) SPECIAL PROJECTS:**

GSI may undertake specific projects or activities to benefit the entire region in which the JURISDICTION seeks to participate. Those projects and activities would be in addition to the terms set forth in this AGREEMENT. Examples include, but are not limited to, public opinion polling, economic development and industry studies, and infrastructure analysis.

## **General Terms for Agreement.**

**1. Term.** This AGREEMENT shall be in full force and effect on January 1, 2018 and shall remain in effect until December 31, 2019. By mutual written consent, the PARTIES may extend the AGREEMENT for up to three additional one-year terms, which will commence on or about January 1<sup>st</sup> of each year and end on December 31 of that year.

Either party may terminate this AGREEMENT for any reason whatsoever upon thirty (30) days written notice. In the event of termination through no fault of GSI, the JURISDICTION agrees to pay GSI for all services performed to the date of the AGREEMENT termination based upon a pro rata breakdown of the monthly monetary compensation as set forth in Attachment A. Provided, however, in the event of any material breach of any provision herein, the JURISDICTION may suspend GSI's provision of any services under the terms of this AGREEMENT upon twenty-four (24) hour notification. During the time frame of any such suspension, the JURISDICTION shall not be liable for the payment of any fees or pro rata portion thereof to GSI.

For the purposes of this AGREEMENT, notice shall be deemed effective upon: (i) the day such notices are received when sent by personal delivery, (ii) the third day following the day on which the same have been deposited in the U.S. mail by first class delivery, postage prepaid addressed to the JURISDICTION or to GSI at the address set forth in Attachment A, or (iii) the next business day such notice is sent via e-mail to the e-mail provided for each PARTY in Attachment A.

**2. Payment.** GSI shall be paid monthly upon presentation of an invoice to JURISDICTION. JURISDICTION agrees to pay GSI within thirty (30) days of the JURISDICTION'S receipt of any reimbursement request. Invoices shall be submitted to the JURISDICTION at the address stated in Attachment A. GSI's reimbursement request is an acknowledgement that services have been rendered or that an advance payment is due and payable pursuant to fulfillment of obligations herein. The frequency of invoicing may be adjusted with the mutual consent of the PARTIES, and as specified herein in Attachment A.

**3. Reporting.** GSI shall provide a written report of its activities and progress as they pertain to the **Scope of Work** as set forth under Economic Development Partnership Services (EDPS) on a semi-annual basis. Additionally, GSI shall be available to present such information in person to the JURISDICTION on approximately the same frequency. The frequency of reporting and presentations may be adjusted with the mutual consent of the PARTIES. The frequency shall be set forth in Attachment A.

**4. Compliance with Laws.** The PARTIES, in the performance of this AGREEMENT, agree to comply with all applicable federal, state, and local laws and regulations to the extent that they may have any bearing on either party providing services under the terms of this AGREEMENT.

**5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions:**

- A. By executing this AGREEMENT, GSI certifies to the best of its knowledge and belief, that it:
  - 1. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - 2. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
  - 4. Has not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this AGREEMENT.

**6. Relationship of the Parties:** It is understood, agreed and declared that GSI shall be an independent contractor, and not the agent or employee of JURISDICTION, and JURISDICTION is interested in only the results to be achieved, and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of GSI. Any and all employees who provide services to JURISDICTION under this AGREEMENT shall be deemed employees solely of GSI, and are not entitled to any of the benefits that JURISDICTION provides to employees of JURISDICTION. GSI shall be solely responsible for the conduct and actions of all its agents, employees, servants, subcontractors or otherwise under this AGREEMENT and any liability that may attach thereto.

**7. Records:** GSI shall make available to JURISDICTION or the Washington State Auditor, or their duly authorized representatives, at any time during its normal operating hours, all records, books or pertinent information which GSI shall have kept in conjunction with this AGREEMENT, and which JURISDICTION may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the services provided under this AGREEMENT.

**8. Insurance:** GSI shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the AGREEMENT. The following is a list of the required AGREEMENT coverage requirements:

GENERAL LIABILITY INSURANCE: GSI shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and \$5,000.00 medical expenses.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that the JURISDICTION, it's officers, agents and employees, and any other entity specifically required by the provisions of this AGREEMENT will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "[Name of JURISDICTION], it's Officers, Agents and Employees, are named as an Additional Insured with respect to this MEMORANDUM OF AGREEMENT between Greater Spokane Incorporated and [Name of JURISDICTION]."

WORKERS' COMPENSATION: If GSI has employees, it shall show proof of Workers' Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be GSI's assurance that coverage is in effect.

PROFESSIONAL LIABILITY INSURANCE: GSI shall provide errors & omissions coverage in the form of Professional Liability Coverage in the minimum amount of \$1,000,000.00.

Any exclusion to GSI's insurance policies that may restrict coverage required in the AGREEMENT's insurance requirements must be pre-approved by the Risk Management Officer of JURISDICTION. GSI's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for GSI and a copy of any required endorsement(s) and returned to JURISDICTION. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice to JURISDICTION. The policy shall be endorsed and the certificate shall reflect that JURISDICTION is named as an additional insured on the GSI's general liability policy with respect to activities under the AGREEMENT. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by JURISDICTION shall be excess and not contributory insurance to that provided by GSI.

GSI shall provide Certificate(s) of Insurance, meeting the requirements set forth herein, to JURISDICTION within 30 days of the execution of this AGREEMENT.

Failure of GSI to fully comply with the insurance requirements set forth herein, during the term of the AGREEMENT, shall be considered a material breach of AGREEMENT and cause for immediate termination of AGREEMENT at JURISDICTION's discretion.

Providing coverage in the above amounts shall not be construed to relieve GSI from liability in excess of such amounts.

**9. Assignment:** Neither PARTY shall assign, transfer, nor delegate any or all of the responsibilities of this AGREEMENT or the benefits received hereunder without first obtaining the written consent of the other PARTY; provided, however, that this provision shall not be interpreted to restrict GSI's right to contract out with other entities to fulfill the services set forth in this AGREEMENT.

**10. Confidentiality:** By the nature of its mission and work outlined under Section 2 (Economic Development Partnership Services), Section 3 (Additional Investment for Economic Development Services), and Section 4 (Special Projects), GSI routinely discusses and has access to the confidential information of persons not party to this Agreement ("Third-Party"), including existing area businesses, potential new businesses, and area development project coordinators. As a result, GSI is often subject to the terms of non-disclosure/non-use agreements in carrying out its work. Accordingly, all such information, whether subject to a non-disclosure agreement or not, shall at all times be proprietary and the confidential information of GSI. Such information shall not be disclosed to any party, including without limitation, JURISDICTION, without the appropriate consent of the Third-Party and at the discretion of GSI.

GSI may, from time to time, receive information from JURISDICTION, which is considered by JURISDICTION to be confidential and exempt from the applicable public disclosure laws. GSI shall not disclose such information without the prior express written consent of JURISDICTION or upon order of a court of competent jurisdiction.

The PARTIES agree public records as defined in chapter 42.56 RCW are subject to viewing and copying upon request unless exempt from disclosure under the Public Records Act. JURISDICTION's promises of confidentiality cannot override its obligations under the Public Disclosure Act. Accordingly, in the event of receipt of a public records request for a document which was received by the JURISDICTION under this AGREEMENT, the JURISDICTION agrees to provide GSI with a copy of the public records request and its proposed response, taking into consideration the exemptions allowed under the Public Records Act and allow GSI a ten (10) day time frame to seek judicial relief to prevent disclosure.

**11. Entire Agreement:** This AGREEMENT constitutes the entire and complete agreement between the PARTIES and supersedes any prior oral or written agreements. No modification or amendment of this AGREEMENT shall be valid until the same is reduced to writing and executed with the same formalities as this present AGREEMENT.

**12. Jurisdiction and Venue:** This AGREEMENT is entered into in Spokane County, Washington and Washington law shall apply. Disputes between JURISDICTION and GSI shall be resolved in the Superior Court of the State of Washington in Spokane County.

**13. Cost and Attorney's Fees:** The PARTIES hereby expressly agree that in the event of litigation or other action brought to enforce the terms of the AGREEMENT, each party agrees to bear its own attorney's fees and costs.

**14. No Exclusivity:** This AGREEMENT is not an exclusive services agreement. GSI may take on other professional assignments while completing the work elements/tasks set forth herein.

**15. Payment of Taxes:** This AGREEMENT is for the employment of GSI as an independent contractor. GSI holds itself out as an independent contractor. GSI shall be solely responsible for paying any and all taxes associated with its business as related to this AGREEMENT.

**16. Anti-kickback:** No officer or employee of JURISDICTION, having the power or duty to perform an official act or action related to this AGREEMENT shall have or acquire any interest in this AGREEMENT, or have solicited, accepted, or granted a present or future gift, favor, service or other thing of value from any person with an interest in this AGREEMENT.

**17. Business Registration:** GSI 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 GSI does not believe it is required to obtain a business registration, it may contact the JURISDICTION to request an exemption status determination.

**18. Severability:** If any section, sentence, clause or phrase of this AGREEMENT should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause or phrase of this AGREEMENT. If at any time during the term Agreement, applicable state or federal statutes or regulations are amended, revised, or interpreted in such a manner as to require modification of the terms and conditions of this Agreement, this Agreement shall be deemed to be automatically amended to conform to the requirements of such statutes and regulations.

**19. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall be deemed original, and such counterparts together shall constitute one instrument.

**20. No Waiver.** The failure of a party to object to or take affirmative action with respect to any conduct of another party which is in violation of the provisions of this Agreement shall not be construed as a waiver of that violation or any future violations of the provisions of this Agreement.

**21. Attachments:** Attachments attached and incorporated into this AGREEMENT are:

1. Attachment "A",
2. Attachment "B" (if applicable), and
3. Insurance Certificates.

**IN WITNESS WHEREOF**, the PARTIES have caused this AGREEMENT to be executed on date and year opposite their respective signatures.

**SPOKANE REGIONAL CHAMBER OF COMMERCE  
& ECONOMIC DEVELOPMENT COUNCIL DBA  
GREATER SPOKANE INCORPORATED**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Attest:**

**Approved As To Form:**

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

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



# ATTACHMENT A

## City of Spokane

### Population Calculation:

Via US Census Bureau (2016) 215,973

### Fees:

Base Investment \$10,250.00

### Economic Development Partnership Services (EDPS)

The PARTIES acknowledge and aspire to eventually reach a goal of utilizing a rate of \$0.50 per resident as a basis for payment under this funding category.

(215,973 x \$0.50 = \$107,986.50)

For the term of this AGREEMENT, the City of Spokane agrees to utilize the following formula:

Use 215,973 x \$0.2136 = \$46,150.00

---

**TOTAL ANNUAL FEE \$56,400.00**

**(Same amount as 2017 -- \$56,400 per year)**

**Notices:** All notices or other communications shall utilize the addresses set forth below for the PARTIES:

### GREATER SPOKANE INCORPORATED:

Todd Mielke  
Chief Executive Officer  
Greater Spokane Incorporated  
801 W Riverside, Suite 100  
Spokane, WA 99201

E-Mail Address:

tmielke@greaterspokane.org

### CITY OF SPOKANE:

Theresa Sanders  
City Administrator  
City of Spokane  
City Hall, Seventh Floor  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

E-Mail Address:

**Invoicing Frequency:** (if other than that set forth in the AGREEMENT). GSI shall invoice the City of Spokane at the beginning of each quarter of the calendar year.

**Reporting Frequency:** (if other than that set forth in the AGREEMENT).

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

02/26/2018

<u>Date Rec'd</u>	2/7/2018
<u>Clerk's File #</u>	OPR 2017-0313
<u>Renews #</u>	

<u>Submitting Dept</u>	POLICE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	JACQUI MACCONNELL 625-4109	<u>Project #</u>	
<u>Contact E-Mail</u>	JMACCONNELL@SPOKANEPOLICE.ORG	<u>Bid #</u>	4320-17
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VB300863
<u>Agenda Item Name</u>	0680-SAN DIEGO POLICE EQUIP AMMUNITION PURCHASE		

**Agenda Wording**

Value Blanket - VB300863 renewal with San Diego Police Equipment (San Diego, CA) by SPD to purchase ammunition in 2018 and 2019.

**Summary (Background)**

In 2017 the City's Purchasing department sent out a bid (4320-17) for the purchase of ammunition by the Police Department. San Diego Police Equipment was awarded the bid to provide the department with ammunition for one year with an option for up to four one year renewals. VB 300863 will be renewed for years two and three in the amount of \$295,000.00.

<u>Fiscal Impact</u>	Grant related?	NO	<u>Budget Account</u>
	Public Works?	NO	
Expense	\$ 295,000.00		# 0680-11480-21400-53206-99999
Select	\$		#
Select	\$		#
Select	\$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	KING, KEVIN	<b><u>Study Session</u></b>	PSCHS Meeting 02/05/18
<b><u>Division Director</u></b>	LUNDGREN, JUSTIN	<b><u>Other</u></b>	
<b><u>Finance</u></b>	SCHMITT, KEVIN	<u>Distribution List</u>	
<b><u>Legal</u></b>	ODLE, MARI	spdfinance	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	mdoval	
<u>Additional Approvals</u>		cwahl	
<b><u>Purchasing</u></b>	WAHL, CONNIE	laga	



**CITY OF SPOKANE  
PURCHASING**  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201-3316  
TELEPHONE (509) 625-6400  
FAX (509) 625-6413

Purchase Order Number

**VB-300863-000**

This number must appear  
on all invoices, papers and  
shipments

**Vendor:** SAN DIEGO POLICE EQUIP CO INC  
8205-A RONSON RD  
SAN DIEGO CA 92111

**Ship To:** POLICE DEPARTMENT  
CITY OF SPOKANE  
1100 W MALLON AVENUE  
SPOKANE WA 99260

BUYER		BUYER PHONE #	TERMS	F.O.B.	DELIVERY DATE
CONNIE WAHL, C.P.M.		509-625-6411	NET 30 DAYS	DESTINATION	--
Quantity	U/M	Part Number/ Description		Unit Price	Total
		VALUE BLANKET ORDER FOR AMMUNITION.  PURCHASE AUTHORIZED BY CITY COUNCIL 5/8/2017 (OPR #2017-0313). BLANKET ORDER EFFECTIVE THROUGH 4/30/2018.  ORDER IN ACCORDANCE WITH SPECIFICATIONS AND TERMS CALLED FOR IN REQUEST FOR BIDS #4320-17 AND BID PROPOSAL RESPONSE ATTACHED.  ORDERS WILL BE PLACED AS NEEDED DURING BLANKET ORDER TERM. TOTAL AMOUNT IS AN ESTIMATE ONLY. PAYMENT WILL BE MADE ONLY FOR ACTUAL ORDERS PLACED, RECEIVED, AND ACCEPTED.			
		ORDER TO INCLUDE "MATERIAL SAFETY DATA SHEETS" IF REQUIRED		Total	113,012.21

AUTHORIZED SIGNATURE

**STANDARD TERMS & CONDITIONS**

- 1. TAXES:** Unless otherwise indicated, the City agrees to pay all State of Washington sales taxes or use taxes. The City is exempt from federal excise taxes. Business, occupational and personal property taxes are the sole responsibility of the Seller.
- 2. CHANGES:**
  - A. No alteration in any of the terms, conditions, delivery, price, quantity or specifications of items ordered will be effective without the written consent of the Accounting Director or above-named buyer.
  - B. In no event will the City agree to any disclaimer of warranties.
  - C. Any response to the City's order which does not contain the words "counteroffer and not acceptance" prominently will be treated as an acceptance of this purchase order on its terms.
- 3. FREIGHT TERMS:**
  - A. Unless otherwise specified, all items are to be shipped prepaid F.O.B. Destination.
  - B. Packing lists shall be enclosed in every box or package.
  - C. Regardless of F.O.B. point, Seller agrees to bear all risk of loss, injury or destruction of items ordered while in transit.
- 4. ORDERING POLICY:**
  - A. Items shall not be shipped to the City unless a purchase order is received or an authorized purchase order number is given over the phone.
  - B. Items received without an authorized purchase order number will be returned to the Seller at the Seller's expense.



**Agenda Sheet for City Council Meeting of:**  
05/08/2017

<b>Date Rec'd</b>	4/25/2017
<b>Clerk's File #</b>	OPR 2017-0313
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	4320-17
<b>Requisition #</b>	RE18476000

<b>Submitting Dept</b>	POLICE
<b>Contact Name/Phone</b>	JUSTIN LUNDGREN 5092654115
<b>Contact E-Mail</b>	JCLUNDGREN@SPOKANEPOLICE.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	SAN DIEGO POLICE EQUIPMENT PURCHASE ORDER

**Agenda Wording**

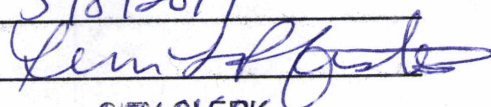
Request to set up value blanket with San Diego Police Equipment, Inc. (San Diego, CA) to purchase ammunition. The value blanket will be in the amount of \$113,012.21

**Summary (Background)**

The Purchasing Department sent out Bid #4320-17 for the purchase of ammunition. Three vendors bid on the ammunition. This value blanket will be allowed 4-one year extensions for a maximum of five years.

<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 113,012.21	# 068011480214005320699999
Select	\$	#
Select	\$	#
Select	\$	#
<b>Approvals</b>		<b>Council Notifications</b>
<b>Dept Head</b>	LYNDS, SARAH	<b>Study Session</b> 4/17/17
<b>Division Director</b>	MEIDL, CRAIG	<b>Other</b>
<b>Finance</b>	LYNDS, SARAH	<b>Distribution List</b>
<b>Legal</b>	DALTON, PAT	spdfinance@spokanepolice.org
<b>For the Mayor</b>	SANDERS, THERESA	cwahl@spokanecity.org
<b>Additional Approvals</b>		
<b>Purchasing</b>	WAHL, CONNIE	

APPROVED BY  
SPOKANE CITY COUNCIL:

5/8/2017  
  
CITY CLERK

**Briefing Paper  
City of Spokane  
Spokane Police Department  
San Diego Police Equipment Purchase Order  
Public Safety Committee  
April 17, 2017**

---

**Subject**

**Request to set up value blanket with San Diego Police Equipment, Inc. (San Diego, CA) to purchase ammunition. This value blanket is in the amount of \$112,908.34**

**Background**

**The Purchasing Department sent out Bid #4320-17 for the purchase of ammunition. Three vendors bid on the ammunition. This value blanket will be allowed 4-one year extensions for a maximum of five years. The annual amount on the value blanket will be \$112,908.34**

**Impact**

- **Supports training and operations.**
- **Keeps up with ammunition shortage and supply**

**Action**

**Approve request to set up the ammunition value blanket with San Diego Equipment in the yearly amount of \$112,908.34.**

**Funding**

**General Fund**

**BID NUMBER: 4320-17**  
**BID TITLE: POLICE AMMUNITION**  
**DUE DATE: MONDAY, JANUARY 30, 2017**

The logo of the City of Spokane, featuring a stylized 'S' and the text 'CITY OF SPOKANE' in a bold, sans-serif font.

BIDS RECEIVED FROM:			COMMONWEALTH AMMUNITION MIAMI, FL	DOOLEY ENTERPRISES, INC. ANAHEIM, CA	SAN DIEGO POLICE EQUIPMENT, CO., INC. SAN DIEGO, CA	
DESCRIPTION	PART # ON BID	QUANTITY OF CASES	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
.38 Speer Gold dot 38 +P 135 Gr. (1000 rds/case)	53921	1	No bid	\$369.00	\$397.18	\$397.18
Federal 9mm 147 gr. TMJ (1000 rds/case)	AE9FP	55	No bid	\$221.00	\$12,155.00	\$11,322.30
Federal 9mm cal Frangible 100 GR (1000 rds/case)	BC9NT3	10	\$368.50	\$3,685.00	\$399.81	\$3,998.10
Speer Gold Dot 9 mm 147 gr. (1000 rds/case)	53619	2	No bid	\$349.00	\$778.20	\$778.20
SpeerLawman .40 cal 180 GR TMJ (1000rds/case)	53652	20	No bid	\$224.70	\$4,494.00	\$4,987.00
Federal .40 cal Frangible 125 gr (1000 rds/case)	BC40CT1	5	\$414.50	\$2,072.50	\$425.17	\$2,125.85
SpeerLawman .45 cal 230 GR TMJ (1000 rds/case)	53653	90	No bid	\$269.00	\$24,210.00	\$25,811.10
Federal .45 cal Frangible 155 GR (1000 rds/case)2	BC45CT1	15	\$488.50	\$7,327.50	\$521.87	\$7,828.05
Speer Go!125d Dot .45acp 230 gr. (1000 rds/case)	53966	2	No bid	\$418.00	\$836.00	\$859.44
Federal .223 cal TMJ 55 GR (500 rds/case)	AE223	125	No bid	\$177.00	\$22,125.00	\$19,987.50
Federal .223 cal Frangible (500 rds/case)	BC223NT5	20	\$294.00	\$5,880.00	\$311.85	\$6,237.00

Federal Tactical .223 Bonded Soft Tip (200 rds/case)	LE223T1	8	No bid		No bid		\$223.05	\$1,784.40
.308 BTHP Matchgrade (500 rds/case)	GM308M	30	No bid			\$434.50	\$395.78	\$11,873.40
Federal .308 Tactical (Load case of 200)	LE308T1	20	No bid			No bid	\$294.10	\$5,882.00
<b>NOTE: All freight costs including handling and shipping fees must be included in unit prices above.</b>								
<b>SUBTOTAL:</b>		<b>\$18,965.00</b>					<b>\$98,401.20</b>	<b>\$103,871.52</b>
<b>SALES TAX:</b>		<b>\$1,649.96</b>					<b>\$8,560.90</b>	<b>\$9,036.82</b>
<b>TOTAL BID:</b>		<b>\$20,614.96</b> *not all lines bid					<b>\$106,962.10</b> *not all lines bid	<b>\$112,908.34</b>
<b>_____ SUBMITTED A "NO BID" RESPONSE (Optional language if needed)</b>								

The Request for Bid was e-mailed to 40 firms/planholders, with 3 bid responses received.

**PLEASE NOTE THAT THIS BID TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS. AWARD OF BID IS MADE BY CITY COUNCIL.**

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

02/26/2018

<u>Date Rec'd</u>	2/14/2018
<u>Clerk's File #</u>	OPR 2018-0099
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	2017145
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	0370 - LOW BID AWARD - RED DIAMOND CONSTRUCTION, INC.		

Agenda Wording

Low Bid of Red Diamond Construction, Inc., Spokane, Washington for Monroe Street 2 - Grace Avenue to Kiernan Avenue - \$4,488,895.70. An administrative reserve of \$448,889.57, which is 10% of the contract price will be set aside. (Emerson/Garfield and North Hill Neighborhoods)

Summary (Background)

On February 12, 2018 bids were opened for the above project. The low bid was from Red Diamond Construction, Inc. in the amount of \$4,488,895.70, which is \$545,699.30 or 10.73% under the engineer's estimate. Five other bids were received as follows: Murphy Brothers, Inc. - \$4,589,025.25, Cameron-Reilly LLC - \$4,679,413.80, L&L Cargile, Inc. - \$4,679,730.10, Inland Asphalt Company - \$4,700,000.00 and DW Excavating, Inc. - \$4,844,211.50.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	

Expense	\$ 2,009,208.69	# 3200 95086 95300 56501 21998
Expense	\$ 227,736.22	# 3200 95086 95300 56501 99999
Expense	\$ 1,639,859.00	# 3200 95086 95300 56501 99999
Expense	\$ 842,370.96	# 4250 98817 94000 56501 14390

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	FEIST, MARLENE	<u>Other</u>	Finance - 1/29/18
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	Engineering Admin	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	kgoodman@spokanecity.org	
<u>Additional Approvals</u>		dbuller@spokanecity.org	
<u>Purchasing</u>		publicworksaccounting@spokanecity.org	
		mdoval@spokanecity.org	
		htrautman@spokanecity.org	





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Expense     \$ 235,663.58

Select     \$

Budget Account

# 4250 42300 94000 56501 14391

#

Distribution List


**City Of Spokane**  
**Engineering Services Department**  
**\*\*\* Bid Tabulation \*\*\***

**Project Number:** 2017145

**Project Description** Monroe 2 - Grace Ave to Kiernan Ave

**Original Date** 1/21/2018 10:29:19 AM

**Funding Source** Federal

**Update Date** 2/12/2018 2:30:07 PM

**Preparer** Jonathan Adams

**Addendum**

<b>Project Number:</b> 2017145			<b>Engineer's Estimate</b>		Red Diamond Construction Inc		Murphy Brothers Inc		Cameron-Reilly	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

<b>Schedule Description</b>					<b>Tax Classification</b>					
<b>Schedule 01</b> Street Improvements					Sales tax shall be included in unit prices					
101	TRAINING	400 HR	100.00	40,000.00	6.00	2,400.00	2.00	800.00	10.00	4,000.00
102	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
103	SPCC PLAN	1 LS	*****	1,500.00	*****	1,000.00	*****	1,000.00	*****	750.00
104	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	1 EST	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
105	POTHOLING	64 EA	250.00	16,000.00	250.00	16,000.00	350.00	22,400.00	250.00	16,000.00
106	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	50,000.00	*****	15,000.00	*****	27,500.00	*****	7,500.00
107	REFERENCE AND REESTABLISH SURVEY MONUMENT	18 EA	500.00	9,000.00	500.00	9,000.00	550.00	9,900.00	550.00	9,900.00
108	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,000.00	*****	3,500.00	*****	3,500.00	*****	4,000.00
109	TYPE B PROGRESS SCHEDULE	1 LS	*****	5,000.00	*****	3,400.00	*****	5,000.00	*****	1,500.00
110	INCENTIVE FOR EARLY COMPLETION	24 DA	2,500.00	60,000.00	2,500.00	60,000.00	2,500.00	60,000.00	2,500.00	60,000.00
111	MOBILIZATION	1 LS	*****	350,000.00	*****	319,000.00	*****	275,000.00	*****	200,000.00
112	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	50,000.00	*****	150,184.00	*****	175,000.00	*****	45,000.00
113	SPECIAL SIGNS	30 SF	20.00	600.00	12.00	360.00	16.00	480.00	20.00	600.00
114	SEQUENTIAL ARROW SIGN	4100 HR	5.00	20,500.00	2.10	8,610.00	2.00	8,200.00	2.00	8,200.00

<i>Project Number:</i> <b>2017145</b>			<i>Engineer's Estimate</i>		Red Diamond Construction Inc		Murphy Brothers Inc		Cameron-Reilly	
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<i>Schedule Description</i>					<i>Tax Classification</i>					
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115	PORTABLE CHANGEABLE MESSAGE SIGN	200 HR	7.00	1,400.00	9.00	1,800.00	8.00	1,600.00	3.50	700.00
116	TYPE III BARRICADE	20 EA	50.00	1,000.00	50.00	1,000.00	45.00	900.00	100.00	2,000.00
117	CLEARING AND GRUBBING	1 LS	*****	5,000.00	*****	18,000.00	*****	25,000.00	*****	7,500.00
118	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	2,000.00	*****	1,800.00	*****	2.00	*****	1,500.00
119	TREE PROTECTION ZONE	1 EA	200.00	200.00	750.00	750.00	700.00	700.00	625.00	625.00
120	REMOVE TREE, CLASS I	1 EA	200.00	200.00	800.00	800.00	500.00	500.00	350.00	350.00
121	REMOVE TREE, CLASS II	2 EA	800.00	1,600.00	3,500.00	7,000.00	2,300.00	4,600.00	2,500.00	5,000.00
122	TREE PRUNING	1 EA	500.00	500.00	400.00	400.00	400.00	400.00	350.00	350.00
123	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00	*****	20,000.00	*****	10,000.00	*****	3,500.00
124	REMOVE EXISTING CURB	6500 LF	10.00	65,000.00	7.00	45,500.00	11.00	71,500.00	8.00	52,000.00
125	REMOVE EXISTING CURB AND GUTTER	20 LF	15.00	300.00	10.00	200.00	30.00	600.00	10.00	200.00
126	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	4000 SY	12.00	48,000.00	9.00	36,000.00	14.00	56,000.00	11.00	44,000.00
127	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	19 EA	500.00	9,500.00	500.00	9,500.00	525.00	9,975.00	800.00	15,200.00
128	REMOVE CURB/GRATE INLET	5 EA	400.00	2,000.00	300.00	1,500.00	525.00	2,625.00	500.00	2,500.00
129	REMOVE EXISTING <12 IN DIAM PIPE	1200 LF	12.00	14,400.00	6.00	7,200.00	8.00	9,600.00	15.00	18,000.00
130	SAWCUTTING CURB	56 EA	35.00	1,960.00	50.00	2,800.00	30.00	1,680.00	40.00	2,240.00
131	SAWCUTTING RIGID PAVEMENT	9000 LFI	1.00	9,000.00	0.75	6,750.00	1.25	11,250.00	1.25	11,250.00
132	SAWCUTTING FLEXIBLE PAVEMENT	12000 LFI	0.40	4,800.00	1.82	21,840.00	0.40	4,800.00	0.75	9,000.00
133	REMOVE AND DISPOSE OF TROLLEY RAILS	2246 LF	20.00	44,920.00	10.00	22,460.00	8.25	18,529.50	22.00	49,412.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
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134	ROADWAY EXCAVATION INCL. HAUL	10090 CY	30.00	302,700.00	27.00	272,430.00	16.00	161,440.00	39.00	393,510.00
135	ROADWAY EXCAVATION INCL. HAUL - SWALE	2100 CY	15.00	31,500.00	35.00	73,500.00	16.00	33,600.00	39.00	81,900.00
136	REMOVE UNSUITABLE FOUNDATION MATERIAL	1000 CY	30.00	30,000.00	0.01	10.00	24.00	24,000.00	39.00	39,000.00
137	REPLACE UNSUITABLE FOUNDATION MATERIAL	1000 CY	20.00	20,000.00	0.01	10.00	36.00	36,000.00	40.00	40,000.00
138	COMMON BORROW INCL. HAUL	100 CY	20.00	2,000.00	24.00	2,400.00	47.00	4,700.00	40.00	4,000.00
139	PREPARATION OF UNTREATED ROADWAY	19200 SY	2.00	38,400.00	1.70	32,640.00	1.75	33,600.00	3.00	57,600.00
140	FLEXIBLE POROUS PAVEMENT	500 SY	60.00	30,000.00	67.00	33,500.00	65.00	32,500.00	67.00	33,500.00
141	CONSTRUCTION GEOSYNTHETIC FOR SOIL STABILIZATION	150 SY	3.00	450.00	4.00	600.00	2.50	375.00	5.00	750.00
142	CRUSHED SURFACING TOP COURSE	1800 CY	40.00	72,000.00	41.25	74,250.00	37.00	66,600.00	50.00	90,000.00
143	CRUSHED SURFACING BASE COURSE	3800 CY	35.00	133,000.00	41.25	156,750.00	33.00	125,400.00	50.00	190,000.00
144	CSTC FOR SIDEWALK AND DRIVEWAYS	500 CY	60.00	30,000.00	50.00	25,000.00	85.00	42,500.00	80.00	40,000.00
145	2 IN - 4 IN BASALT BALLAST	200 SY	15.00	3,000.00	12.50	2,500.00	13.50	2,700.00	13.00	2,600.00
146	4 IN - 6 IN BASALT BALLAST	150 SY	30.00	4,500.00	38.00	5,700.00	18.50	2,775.00	38.00	5,700.00
147	ALLEY GRADING AND DUST CONTROL	5000 SY	5.00	25,000.00	3.10	15,500.00	3.80	19,000.00	3.00	15,000.00
148	HMA CL. 1/2. PG 64-28, 4 INCH THICK	3220 SY	16.00	51,520.00	23.00	74,060.00	24.25	78,085.00	24.75	79,695.00
149	HMA CL. 1/2 IN. PG 70-28, 9 INCH THICK	15950 SY	40.00	638,000.00	37.50	598,125.00	37.75	602,112.50	39.60	631,620.00
150	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	20 SY	35.00	700.00	70.00	1,400.00	70.00	1,400.00	50.00	1,000.00
151	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 3 INCH THICK	500 SY	35.00	17,500.00	36.00	18,000.00	42.00	21,000.00	38.50	19,250.00
152	PAVEMENT REPAIR EXCAVATION INCL. HAUL	20 SY	30.00	600.00	50.00	1,000.00	50.00	1,000.00	50.00	1,000.00

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153	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
154	COMPACTION PRICE ADJUSTMENT	1 EST	13,700.00	13,700.00	13,700.00	13,700.00	13,700.00	13,700.00	13,700.00	13,700.00
155	LANDSCAPE CURB WALL	970 LF	60.00	58,200.00	33.50	32,495.00	32.00	31,040.00	30.00	29,100.00
156	STORM SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	380 LF	30.00	11,400.00	31.00	11,780.00	42.50	16,150.00	65.00	24,700.00
157	DUCTILE IRON STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	220 LF	100.00	22,000.00	55.00	12,100.00	66.00	14,520.00	75.00	16,500.00
158	MANHOLE TYPE I-48, BASIC PRICE	5 EA	3,500.00	17,500.00	3,700.00	18,500.00	2,875.00	14,375.00	3,500.00	17,500.00
159	RE-CHANNEL EXISTING MANHOLE	1 EA	1,500.00	1,500.00	2,500.00	2,500.00	1,000.00	1,000.00	1,000.00	1,000.00
160	DRYWELL TYPE 1	2 EA	3,500.00	7,000.00	3,500.00	7,000.00	4,750.00	9,500.00	3,500.00	7,000.00
161	DRYWELL TYPE 2	4 EA	5,000.00	20,000.00	4,500.00	18,000.00	5,575.00	22,300.00	3,500.00	14,000.00
162	CATCH BASIN TYPE 1	7 EA	2,500.00	17,500.00	2,700.00	18,900.00	2,500.00	17,500.00	2,500.00	17,500.00
163	CATCH BASIN TYPE 3	38 EA	2,500.00	95,000.00	2,700.00	102,600.00	2,600.00	98,800.00	2,700.00	102,600.00
164	CATCH BASIN TYPE 4	3 EA	2,500.00	7,500.00	3,500.00	10,500.00	3,000.00	9,000.00	2,900.00	8,700.00
165	SPOKANE COUNTY CURB INLET TYPE 2	1 EA	1,500.00	1,500.00	1,700.00	1,700.00	1,500.00	1,500.00	1,200.00	1,200.00
166	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	14 EA	500.00	7,000.00	860.00	12,040.00	815.00	11,410.00	550.00	7,700.00
167	VALVE BOX AND COVER	6 EA	400.00	2,400.00	600.00	3,600.00	490.00	2,940.00	400.00	2,400.00
168	CLEANING EXISTING DRAINAGE STRUCTURE	17 EA	300.00	5,100.00	300.00	5,100.00	280.00	4,760.00	250.00	4,250.00
169	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	18.00	360.00	0.01	0.20	19.50	390.00	80.00	1,600.00
170	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	25.00	500.00	25.00	500.00	55.00	1,100.00	40.00	800.00

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171	IMPORTED BACKFILL	20 CY	20.00	400.00	25.00	500.00	50.00	1,000.00	50.00	1,000.00
172	TRENCH SAFETY SYSTEM	1 LS	*****	3,500.00	*****	2,400.00	*****	6,720.00	*****	1,500.00
173	CATCH BASIN SEWER PIPE 8 IN. DIAM.	1300 LF	30.00	39,000.00	30.00	39,000.00	55.00	71,500.00	55.00	71,500.00
174	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	1200 LF	45.00	54,000.00	40.00	48,000.00	66.00	79,200.00	70.00	84,000.00
175	CATCH BASIN DUCTILE IRON SEWER PIPE 12 IN. DIAM.	110 LF	60.00	6,600.00	45.00	4,950.00	48.50	5,335.00	80.00	8,800.00
176	CONNECT 8 OR 12 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	16 EA	900.00	14,400.00	780.00	12,480.00	575.00	9,200.00	750.00	12,000.00
177	TEMPORARY PIPE PLUG AND CAP	17 EA	100.00	1,700.00	120.00	2,040.00	295.00	5,015.00	250.00	4,250.00
178	PLUGGING EXISTING PIPE	1 EA	50.00	50.00	300.00	300.00	350.00	350.00	750.00	750.00
179	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	4,500.00	*****	17,000.00	*****	2,800.00	*****	1,500.00
180	CLEANING EXISTING SANITARY SEWER	14 EA	300.00	4,200.00	300.00	4,200.00	370.00	5,180.00	250.00	3,500.00
181	HYDRANT ASSEMBLY	3 EA	5,500.00	16,500.00	5,200.00	15,600.00	5,875.00	17,625.00	6,000.00	18,000.00
182	HYDRANT OFFSET ASSEMBLY	4 EA	5,500.00	22,000.00	5,800.00	23,200.00	5,875.00	23,500.00	5,000.00	20,000.00
183	TRENCH EXCAVATION FOR WATER SERVICE TAP	475 LF	30.00	14,250.00	24.00	11,400.00	22.75	10,806.25	10.00	4,750.00
184	ESC LEAD	1 LS	*****	1,500.00	*****	1,000.00	*****	675.00	*****	1,000.00
185	INLET PROTECTION	46 EA	90.00	4,140.00	75.00	3,450.00	60.50	2,783.00	75.00	3,450.00
186	STREET CLEANING	240 HR	150.00	36,000.00	1.00	240.00	295.00	70,800.00	150.00	36,000.00
187	TOPSOIL TYPE A, 18 INCH THICK	400 SY	30.00	12,000.00	31.00	12,400.00	30.00	12,000.00	31.00	12,400.00
188	PSIPE2 INCH CALIPER SHADE TREE	103 EA	500.00	51,500.00	490.00	50,470.00	475.00	48,925.00	500.00	51,500.00

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189	PSIPE 5 GAL SHRUB	197 EA	75.00	14,775.00	60.00	11,820.00	82.00	16,154.00	59.00	11,623.00
190	PSIPE 2 GAL SHRUB	255 EA	45.00	11,475.00	45.00	11,475.00	43.00	10,965.00	45.00	11,475.00
191	PSIPE 1 GAL GROUND COVER	160 EA	14.00	2,240.00	30.00	4,800.00	28.00	4,480.00	29.00	4,640.00
192	PSIPE 4 IN PERENNIAL	597 EA	11.00	6,567.00	12.00	7,164.00	12.00	7,164.00	12.50	7,462.50
193	WEED SPRAYING AND CONTROL	2 EA	3,000.00	6,000.00	800.00	1,600.00	800.00	1,600.00	850.00	1,700.00
194	LANDSCAPE BOULDER	51 EA	100.00	5,100.00	75.00	3,825.00	80.00	4,080.00	85.00	4,335.00
195	HYDROSEEDING	250 SY	9.00	2,250.00	4.75	1,187.50	7.00	1,750.00	5.00	1,250.00
196	SOD INSTALLATION	4100 SY	12.00	49,200.00	12.00	49,200.00	12.60	51,660.00	13.25	54,325.00
197	TOPSOIL FOR BIO-FILTRATION SWALES, TYPE A, 18 INCH THICK	324 SY	20.00	6,480.00	34.00	11,016.00	35.00	11,340.00	37.00	11,988.00
198	CONSTRUCT BIO-INFILTRATION SWALE	4300 SY	15.00	64,500.00	5.00	21,500.00	3.75	16,125.00	7.00	30,100.00
199	SWALE DRAIN PAD	10 SY	200.00	2,000.00	100.00	1,000.00	105.00	1,050.00	100.00	1,000.00
200	IRRIGATION SYSTEM	1 LS	*****	170,000.00	*****	49,000.00	*****	51,000.00	*****	54,000.00
201	IRRIGATION SYSTEM - LIGHT POLE	1 LS	*****	70,000.00	*****	24,000.00	*****	25,000.00	*****	27,000.00
202	IRRIGATION SYSTEM - SWALE	1 LS	*****	50,000.00	*****	18,000.00	*****	17,850.00	*****	18,700.00
203	4 IN PVC IRRIGATION SLEEVE	1712 LF	14.00	23,968.00	9.00	15,408.00	9.00	15,408.00	9.50	16,264.00
204	4 IN DUCTILE IRON IRRIGATION SLEEVE	1380 LF	35.00	48,300.00	30.00	41,400.00	31.50	43,470.00	33.00	45,540.00
205	CEMENT CONCRETE CURB	2000 LF	15.00	30,000.00	27.00	54,000.00	25.40	50,800.00	24.00	48,000.00
206	CEMENT CONC. CURB AND GUTTER	5500 LF	20.00	110,000.00	16.00	88,000.00	14.70	80,850.00	14.00	77,000.00
207	TREE WELL	44 EA	500.00	22,000.00	250.00	11,000.00	265.00	11,660.00	250.00	11,000.00

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208	TREE GRATE	44 EA	1,400.00	61,600.00	1,900.00	83,600.00	2,200.00	96,800.00	2,100.00	92,400.00
209	CEMENT CONCRETE DRIVEWAY	1050 SY	50.00	52,500.00	50.00	52,500.00	44.40	46,620.00	42.00	44,100.00
210	CEMENT CONCRETE DRIVEWAY TRANSITION	60 SY	50.00	3,000.00	50.00	3,000.00	45.00	2,700.00	42.00	2,520.00
211	CHANNELIZING DEVICES	25 EA	75.00	1,875.00	236.00	5,900.00	240.00	6,000.00	237.00	5,925.00
212	MODIFY FENCING	1 LS	*****	5,000.00	*****	6,000.00	*****	6,500.00	*****	6,500.00
213	MONUMENT FRAME AND COVER	17 EA	550.00	9,350.00	500.00	8,500.00	550.00	9,350.00	250.00	4,250.00
214	CEMENT CONC. SIDEWALK	6500 SY	35.00	227,500.00	41.50	269,750.00	36.75	238,875.00	33.00	214,500.00
215	STAMPED CONCRETE STREET NAME	56 EA	150.00	8,400.00	230.00	12,880.00	222.00	12,432.00	200.00	11,200.00
216	RAMP DETECTABLE WARNING	1100 SF	22.00	24,200.00	22.00	24,200.00	21.00	23,100.00	20.00	22,000.00
217	ILLUMINATION CONDUIT SYSTEM, CHELAN PHASE 2	1 LS	*****	45,000.00	*****	61,000.00	*****	30,000.00	*****	66,661.00
218	ILLUMINATION SYSTEM, CHELAN PHASE 2	1 LS	*****	115,000.00	*****	60,000.00	*****	95,000.00	*****	63,130.00
219	ILLUMINATION CONDUIT SYSTEM, FREDERICK	1 LS	*****	75,000.00	*****	102,000.00	*****	53,500.00	*****	107,856.00
220	ILLUMINATION SYSTEM, FREDERICK	1 LS	*****	270,000.00	*****	110,000.00	*****	230,000.00	*****	116,390.00
221	ILLUMINATION CONDUIT SYSTEM, CORA	1 LS	*****	60,000.00	*****	80,000.00	*****	27,500.00	*****	84,637.00
222	ILLUMINATION SYSTEM, CORA	1 LS	*****	85,000.00	*****	96,000.00	*****	85,000.00	*****	101,757.00
223	PEDESTRIAN CROSSING BEACON SYSTEM	1 LS	*****	30,000.00	*****	33,000.00	*****	40,000.00	*****	34,454.00
224	TEMPORARY INTERSECTION LIGHTING SYSTEM	1 LS	*****	140,000.00	*****	10,000.00	*****	62,000.00	*****	39,200.00
225	SIGNING, PERMANENT	1 LS	*****	25,000.00	*****	19,000.00	*****	19,000.00	*****	19,085.00
226	SPECIAL BUSINESS SIGNS	410 SF	30.00	12,300.00	26.00	10,660.00	31.50	12,915.00	15.00	6,150.00



<i>Project Number:</i> <b>2017145</b>			<i>Engineer's Estimate</i>		Red Diamond Construction Inc		Murphy Brothers Inc		Cameron-Reilly	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
227	TEMPORARY SIGNS, POST STREET	1 LS	*****	7,000.00	*****	2,500.00	*****	8,500.00	*****	1,500.00
228	REMOVAL OF EXISTING PAVEMENT MARKINGS	400 SF	4.50	1,800.00	3.60	1,440.00	4.00	1,600.00	4.00	1,600.00
229	PAVEMENT MARKING - DURABLE HEAT APPLIED	466 SF	10.00	4,660.00	8.60	4,007.60	9.00	4,194.00	8.80	4,100.80
230	PAVEMENT MARKING - DURABLE INLAY TAPE	2541 SF	10.00	25,410.00	8.20	20,836.20	8.00	20,328.00	8.50	21,598.50
231	PAVEMENT MARKING - PAINT, MONROE	485 SF	1.00	485.00	3.20	1,552.00	3.75	1,818.75	4.00	1,940.00
232	PAVEMENT MARKING - PAINT POST	130 SF	1.00	130.00	4.00	520.00	4.00	520.00	4.00	520.00
233	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	8 EA	200.00	1,600.00	225.00	1,800.00	225.00	1,800.00	225.00	1,800.00
234	TEMPORARY PAVEMENT MARKING	1 LS	*****	7,000.00	*****	2,000.00	*****	4,000.00	*****	7,500.00
235	ROCK RETAINING WALL	500 SF	30.00	15,000.00	19.00	9,500.00	20.00	10,000.00	30.00	15,000.00
236	CEMENT CONCRETE STEPS	6 EA	500.00	3,000.00	560.00	3,360.00	525.00	3,150.00	500.00	3,000.00
237	PERVIOUS CONCRETE PAVEMENT - 4 IN THICK	360 SY	50.00	18,000.00	130.00	46,800.00	125.00	45,000.00	160.00	57,600.00
238	CURB KNOB	350 EA	15.00	5,250.00	30.00	10,500.00	31.50	11,025.00	25.00	8,750.00
239	BIKE RACK	7 EA	400.00	2,800.00	1,050.00	7,350.00	1,300.00	9,100.00	1,200.00	8,400.00
240	Not Used	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
241	Not Used	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
242	CONNECT 8 IN. DIAM. STORM PIPE TO EXISTING STORM PIPE	1 EA	600.00	600.00	450.00	450.00	750.00	750.00	1,200.00	1,200.00
243	CEMENT CONCRETE DRIVEWAY - HIGH EARLY STRENGTH	250 SY	115.00	28,750.00	55.00	13,750.00	54.00	13,500.00	51.00	12,750.00
244	CEMENT CONCRETE DRIVEWAY TRANSITION - HIGH EARLY STRENGTH	40 SY	115.00	4,600.00	55.00	2,200.00	54.00	2,160.00	51.00	2,040.00
<i>Schedule Totals</i>				4,909,315.00		4,312,725.50		4,418,372.00		4,554,468.80

<i>Project Number:</i> <b>2017145</b>			<i>Engineer's Estimate</i>		Red Diamond Construction Inc		Murphy Brothers Inc		Cameron-Reilly	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> WATER IMPROVEMENTS					Sales tax shall NOT be included in unit prices					
301	POTHOLING	32 EA	250.00	8,000.00	300.00	9,600.00	350.00	11,200.00	250.00	8,000.00
302	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	3 EA	500.00	1,500.00	700.00	2,100.00	525.00	1,575.00	800.00	2,400.00
303	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	20 SY	35.00	700.00	100.00	2,000.00	70.00	1,400.00	50.00	1,000.00
304	PAVEMENT REPAIR EXCAVATION INCL. HAUL	20 SY	30.00	600.00	40.00	800.00	50.00	1,000.00	50.00	1,000.00
305	VALVE BOX AND COVER	20 EA	400.00	8,000.00	600.00	12,000.00	490.00	9,800.00	400.00	8,000.00
306	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	18.00	360.00	0.01	0.20	19.50	390.00	80.00	1,600.00
307	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	25.00	500.00	20.00	400.00	38.00	760.00	50.00	1,000.00
308	IMPORTED BACKFILL	20 CY	20.00	400.00	20.00	400.00	43.25	865.00	50.00	1,000.00
309	TRENCH SAFETY SYSTEM	1 LS	*****	3,500.00	*****	2,800.00	*****	1,680.00	*****	1,200.00
310	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	4,500.00	*****	30,000.00	*****	2,800.00	*****	1,500.00
311	ENCASE WATER/SEWER AT CROSSINGS	2 EA	500.00	1,000.00	600.00	1,200.00	1,680.00	3,360.00	750.00	1,500.00
312	D.I. PIPE FOR WATER MAIN 6 IN DIAM	835 LF	50.00	41,750.00	50.00	41,750.00	80.25	67,008.75	65.00	54,275.00
313	D.I. PIPE FOR WATER MAIN 12 IN DIAM	39 LF	65.00	2,535.00	165.00	6,435.00	170.00	6,630.00	80.00	3,120.00
314	D.I. PIPE FOR WATER MAIN 18 IN DIAM	79 LF	105.00	8,295.00	245.00	19,355.00	190.00	15,010.00	100.00	7,900.00
315	BLOWOFF ASSEMBLY	2 EA	5,500.00	11,000.00	12,000.00	24,000.00	11,500.00	23,000.00	2,500.00	5,000.00
316	GATE VALVE 6 IN.	12 EA	1,800.00	21,600.00	1,250.00	15,000.00	1,425.00	17,100.00	1,500.00	18,000.00
317	GATE VALVE 12 IN.	1 EA	3,000.00	3,000.00	2,650.00	2,650.00	2,860.00	2,860.00	2,500.00	2,500.00
318	TRENCH EXCAVATION FOR WATER SERVICE TAP	150 LF	30.00	4,500.00	30.00	4,500.00	22.00	3,300.00	20.00	3,000.00
319	REMOVE EXISTING >12 IN DIAM PIPE	118 LF	30.00	3,540.00	10.00	1,180.00	7.75	914.50	25.00	2,950.00

<i>Project Number:</i> <b>2017145</b>			<i>Engineer's Estimate</i>		Red Diamond Construction Inc		Murphy Brothers Inc		Cameron-Reilly	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule</i> 03	WATER IMPROVEMENTS				Sales tax shall NOT be included in unit prices					
<i>Schedule Totals</i>				125,280.00	176,170.20		170,653.25		124,945.00	

<i>Project Number:</i> <b>2017145</b>			<i>Engineer's Estimate</i>		L & L Cargile Inc		Inland Asphalt Company		DW Excavating, Inc_	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
101	TRAINING	400 HR	100.00	40,000.00	5.00	2,000.00	5.00	2,000.00	4.00	1,600.00
102	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
103	SPCC PLAN	1 LS	*****	1,500.00	*****	150.00	*****	500.00	*****	480.00
104	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	1 EST	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
105	POTHOLING	64 EA	250.00	16,000.00	150.00	9,600.00	155.00	9,920.00	337.00	21,568.00
106	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	50,000.00	*****	23,920.00	*****	21,500.00	*****	760.00
107	REFERENCE AND REESTABLISH SURVEY MONUMENT	18 EA	500.00	9,000.00	540.00	9,720.00	500.00	9,000.00	680.00	12,240.00
108	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,000.00	*****	3,600.00	*****	3,345.00	*****	1,200.00
109	TYPE B PROGRESS SCHEDULE	1 LS	*****	5,000.00	*****	4,000.00	*****	2,865.00	*****	4,100.00
110	INCENTIVE FOR EARLY COMPLETION	24 DA	2,500.00	60,000.00	2,500.00	60,000.00	2,500.00	60,000.00	2,500.00	60,000.00
111	MOBILIZATION	1 LS	*****	350,000.00	*****	347,791.00	*****	287,524.00	*****	203,500.00
112	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	50,000.00	*****	194,000.00	*****	234,780.55	*****	114,800.00
113	SPECIAL SIGNS	30 SF	20.00	600.00	17.00	510.00	21.00	630.00	18.00	540.00
114	SEQUENTIAL ARROW SIGN	4100 HR	5.00	20,500.00	1.65	6,765.00	2.10	8,610.00	1.80	7,380.00
115	PORTABLE CHANGEABLE MESSAGE SIGN	200 HR	7.00	1,400.00	4.00	800.00	15.70	3,140.00	4.50	900.00
116	TYPE III BARRICADE	20 EA	50.00	1,000.00	55.00	1,100.00	157.00	3,140.00	60.00	1,200.00
117	CLEARING AND GRUBBING	1 LS	*****	5,000.00	*****	9,310.00	*****	9,732.00	*****	3,100.00
118	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	2,000.00	*****	300.00	*****	515.00	*****	1,350.00
119	TREE PROTECTION ZONE	1 EA	200.00	200.00	580.00	580.00	575.00	575.00	660.00	660.00

<i>Project Number:</i> <b>2017145</b>			<i>Engineer's Estimate</i>		L & L Cargile Inc		Inland Asphalt Company		DW Excavating, Inc_	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
120	REMOVE TREE, CLASS I	1 EA	200.00	200.00	330.00	330.00	324.00	324.00	370.00	370.00
121	REMOVE TREE, CLASS II	2 EA	800.00	1,600.00	2,400.00	4,800.00	2,221.00	4,442.00	2,540.00	5,080.00
122	TREE PRUNING	1 EA	500.00	500.00	300.00	300.00	288.00	288.00	350.00	350.00
123	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00	*****	3,205.00	*****	3,350.00	*****	725.00
124	REMOVE EXISTING CURB	6500 LF	10.00	65,000.00	9.25	60,125.00	9.70	63,050.00	3.78	24,570.00
125	REMOVE EXISTING CURB AND GUTTER	20 LF	15.00	300.00	11.00	220.00	11.50	230.00	4.50	90.00
126	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	4000 SY	12.00	48,000.00	10.00	40,000.00	10.45	41,800.00	9.00	36,000.00
127	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	19 EA	500.00	9,500.00	450.00	8,550.00	470.00	8,930.00	520.00	9,880.00
128	REMOVE CURB/GRATE INLET	5 EA	400.00	2,000.00	300.00	1,500.00	313.60	1,568.00	145.00	725.00
129	REMOVE EXISTING <12 IN DIAM PIPE	1200 LF	12.00	14,400.00	9.00	10,800.00	9.40	11,280.00	9.00	10,800.00
130	SAWCUTTING CURB	56 EA	35.00	1,960.00	23.00	1,288.00	21.00	1,176.00	24.00	1,344.00
131	SAWCUTTING RIGID PAVEMENT	9000 LFI	1.00	9,000.00	1.20	10,800.00	0.68	6,120.00	0.78	7,020.00
132	SAWCUTTING FLEXIBLE PAVEMENT	12000 LFI	0.40	4,800.00	0.35	4,200.00	0.26	3,120.00	0.30	3,600.00
133	REMOVE AND DISPOSE OF TROLLEY RAILS	2246 LF	20.00	44,920.00	7.00	15,722.00	7.30	16,395.80	9.00	20,214.00
134	ROADWAY EXCAVATION INCL. HAUL	10090 CY	30.00	302,700.00	34.00	343,060.00	34.90	352,141.00	19.30	194,737.00
135	ROADWAY EXCAVATION INCL. HAUL - SWALE	2100 CY	15.00	31,500.00	13.00	27,300.00	15.70	32,970.00	8.00	16,800.00
136	REMOVE UNSUITABLE FOUNDATION MATERIAL	1000 CY	30.00	30,000.00	10.00	10,000.00	10.45	10,450.00	15.30	15,300.00
137	REPLACE UNSUITABLE FOUNDATION MATERIAL	1000 CY	20.00	20,000.00	10.00	10,000.00	10.45	10,450.00	34.20	34,200.00
138	COMMON BORROW INCL. HAUL	100 CY	20.00	2,000.00	20.00	2,000.00	21.00	2,100.00	34.20	3,420.00

<i>Project Number:</i> <b>2017145</b>			<i>Engineer's Estimate</i>		L & L Cargile Inc		Inland Asphalt Company		DW Excavating, Inc_	
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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
139	PREPARATION OF UNTREATED ROADWAY	19200 SY	2.00	38,400.00	1.50	28,800.00	2.35	45,120.00	1.07	20,544.00
140	FLEXIBLE POROUS PAVEMENT	500 SY	60.00	30,000.00	65.00	32,500.00	64.25	32,125.00	63.83	31,915.00
141	CONSTRUCTION GEOSYNTHETIC FOR SOIL STABILIZATION	150 SY	3.00	450.00	4.00	600.00	2.60	390.00	6.80	1,020.00
142	CRUSHED SURFACING TOP COURSE	1800 CY	40.00	72,000.00	41.00	73,800.00	49.60	89,280.00	39.01	70,218.00
143	CRUSHED SURFACING BASE COURSE	3800 CY	35.00	133,000.00	34.70	131,860.00	42.20	160,360.00	37.17	141,246.00
144	CSTC FOR SIDEWALK AND DRIVEWAYS	500 CY	60.00	30,000.00	112.00	56,000.00	133.50	66,750.00	74.20	37,100.00
145	2 IN - 4 IN BASALT BALLAST	200 SY	15.00	3,000.00	12.50	2,500.00	12.00	2,400.00	7.69	1,538.00
146	4 IN - 6 IN BASALT BALLAST	150 SY	30.00	4,500.00	34.00	5,100.00	35.50	5,325.00	17.14	2,571.00
147	ALLEY GRADING AND DUST CONTROL	5000 SY	5.00	25,000.00	3.80	19,000.00	4.00	20,000.00	4.96	24,800.00
148	HMA CL. 1/2. PG 64-28, 4 INCH THICK	3220 SY	16.00	51,520.00	24.00	77,280.00	22.50	72,450.00	26.90	86,618.00
149	HMA CL. 1/2 IN. PG 70-28, 9 INCH THICK	15950 SY	40.00	638,000.00	38.00	606,100.00	36.00	574,200.00	43.02	686,169.00
150	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	20 SY	35.00	700.00	50.00	1,000.00	45.00	900.00	53.80	1,076.00
151	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 3 INCH THICK	500 SY	35.00	17,500.00	37.50	18,750.00	35.00	17,500.00	41.83	20,915.00
152	PAVEMENT REPAIR EXCAVATION INCL. HAUL	20 SY	30.00	600.00	27.50	550.00	62.00	1,240.00	63.35	1,267.00
153	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
154	COMPACTION PRICE ADJUSTMENT	1 EST	13,700.00	13,700.00	13,700.00	13,700.00	13,700.00	13,700.00	13,700.00	13,700.00
155	LANDSCAPE CURB WALL	970 LF	60.00	58,200.00	32.00	31,040.00	31.50	30,555.00	21.50	20,855.00
156	STORM SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	380 LF	30.00	11,400.00	40.00	15,200.00	42.00	15,960.00	26.80	10,184.00

<i>Project Number:</i> <b>2017145</b>			<i>Engineer's Estimate</i>		L & L Cargile Inc		Inland Asphalt Company		DW Excavating, Inc_	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
157	DUCTILE IRON STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	220 LF	100.00	22,000.00	75.00	16,500.00	78.40	17,248.00	63.45	13,959.00
158	MANHOLE TYPE I-48, BASIC PRICE	5 EA	3,500.00	17,500.00	3,410.00	17,050.00	3,565.00	17,825.00	2,930.00	14,650.00
159	RE-CHANNEL EXISTING MANHOLE	1 EA	1,500.00	1,500.00	1,310.00	1,310.00	1,370.00	1,370.00	865.00	865.00
160	DRYWELL TYPE 1	2 EA	3,500.00	7,000.00	4,200.00	8,400.00	4,390.00	8,780.00	3,285.00	6,570.00
161	DRYWELL TYPE 2	4 EA	5,000.00	20,000.00	5,300.00	21,200.00	5,540.00	22,160.00	5,125.00	20,500.00
162	CATCH BASIN TYPE 1	7 EA	2,500.00	17,500.00	2,700.00	18,900.00	2,825.00	19,775.00	2,475.00	17,325.00
163	CATCH BASIN TYPE 3	38 EA	2,500.00	95,000.00	2,700.00	102,600.00	2,820.00	107,160.00	2,618.00	99,484.00
164	CATCH BASIN TYPE 4	3 EA	2,500.00	7,500.00	3,200.00	9,600.00	3,345.00	10,035.00	3,170.00	9,510.00
165	SPOKANE COUNTY CURB INLET TYPE 2	1 EA	1,500.00	1,500.00	1,500.00	1,500.00	1,568.00	1,568.00	1,800.00	1,800.00
166	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	14 EA	500.00	7,000.00	975.00	13,650.00	1,020.00	14,280.00	680.00	9,520.00
167	VALVE BOX AND COVER	6 EA	400.00	2,400.00	520.00	3,120.00	545.00	3,270.00	410.00	2,460.00
168	CLEANING EXISTING DRAINAGE STRUCTURE	17 EA	300.00	5,100.00	200.00	3,400.00	210.00	3,570.00	630.00	10,710.00
169	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	18.00	360.00	10.00	200.00	10.45	209.00	31.80	636.00
170	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	25.00	500.00	10.00	200.00	10.45	209.00	44.60	892.00
171	IMPORTED BACKFILL	20 CY	20.00	400.00	20.00	400.00	21.00	420.00	31.80	636.00
172	TRENCH SAFETY SYSTEM	1 LS	*****	3,500.00	*****	3,200.00	*****	3,345.00	*****	3,550.00
173	CATCH BASIN SEWER PIPE 8 IN. DIAM.	1300 LF	30.00	39,000.00	30.00	39,000.00	31.50	40,950.00	35.20	45,760.00
174	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	1200 LF	45.00	54,000.00	50.00	60,000.00	52.30	62,760.00	44.30	53,160.00

<i>Project Number:</i> <b>2017145</b>			<i>Engineer's Estimate</i>		L & L Cargile Inc		Inland Asphalt Company		DW Excavating, Inc_	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
175	CATCH BASIN DUCTILE IRON SEWER PIPE 12 IN. DIAM.	110 LF	60.00	6,600.00	70.00	7,700.00	73.00	8,030.00	63.50	6,985.00
176	CONNECT 8 OR 12 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	16 EA	900.00	14,400.00	900.00	14,400.00	940.80	15,052.80	310.00	4,960.00
177	TEMPORARY PIPE PLUG AND CAP	17 EA	100.00	1,700.00	120.00	2,040.00	126.00	2,142.00	157.00	2,669.00
178	PLUGGING EXISTING PIPE	1 EA	50.00	50.00	100.00	100.00	110.00	110.00	400.00	400.00
179	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	4,500.00	*****	500.00	*****	525.00	*****	8,200.00
180	CLEANING EXISTING SANITARY SEWER	14 EA	300.00	4,200.00	275.00	3,850.00	288.00	4,032.00	860.00	12,040.00
181	HYDRANT ASSEMBLY	3 EA	5,500.00	16,500.00	5,200.00	15,600.00	5,435.00	16,305.00	5,670.00	17,010.00
182	HYDRANT OFFSET ASSEMBLY	4 EA	5,500.00	22,000.00	5,450.00	21,800.00	5,700.00	22,800.00	5,770.00	23,080.00
183	TRENCH EXCAVATION FOR WATER SERVICE TAP	475 LF	30.00	14,250.00	17.60	8,360.00	18.40	8,740.00	21.92	10,412.00
184	ESC LEAD	1 LS	*****	1,500.00	*****	100.00	*****	4,300.00	*****	700.00
185	INLET PROTECTION	46 EA	90.00	4,140.00	100.00	4,600.00	105.00	4,830.00	78.00	3,588.00
186	STREET CLEANING	240 HR	150.00	36,000.00	150.00	36,000.00	172.00	41,280.00	206.80	49,632.00
187	TOPSOIL TYPE A, 18 INCH THICK	400 SY	30.00	12,000.00	31.00	12,400.00	29.30	11,720.00	35.60	14,240.00
188	PSIPE2 INCH CALIPER SHADE TREE	103 EA	500.00	51,500.00	475.00	48,925.00	470.40	48,451.20	514.00	52,942.00
189	PSIPE 5 GAL SHRUB	197 EA	75.00	14,775.00	58.00	11,426.00	55.40	10,913.80	89.00	17,533.00
190	PSIPE 2 GAL SHRUB	255 EA	45.00	11,475.00	45.00	11,475.00	42.90	10,939.50	64.40	16,422.00
191	PSIPE 1 GAL GROUND COVER	160 EA	14.00	2,240.00	28.00	4,480.00	27.20	4,352.00	33.50	5,360.00
192	PSIPE 4 IN PERENNIAL	597 EA	11.00	6,567.00	12.00	7,164.00	11.50	6,865.50	17.00	10,149.00
193	WEED SPRAYING AND CONTROL	2 EA	3,000.00	6,000.00	750.00	1,500.00	784.00	1,568.00	2,500.00	5,000.00



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<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
194	LANDSCAPE BOULDER	51 EA	100.00	5,100.00	80.00	4,080.00	78.40	3,998.40	172.00	8,772.00
195	HYDROSEEDING	250 SY	9.00	2,250.00	4.40	1,100.00	4.60	1,150.00	59.76	14,940.00
196	SOD INSTALLATION	4100 SY	12.00	49,200.00	13.00	53,300.00	12.55	51,455.00	35.96	147,436.00
197	TOPSOIL FOR BIO-FILTRATION SWALES, TYPE A, 18 INCH THICK	324 SY	20.00	6,480.00	35.00	11,340.00	35.00	11,340.00	35.75	11,583.00
198	CONSTRUCT BIO-INFILTRATION SWALE	4300 SY	15.00	64,500.00	3.50	15,050.00	3.70	15,910.00	2.65	11,395.00
199	SWALE DRAIN PAD	10 SY	200.00	2,000.00	106.00	1,060.00	105.00	1,050.00	85.00	850.00
200	IRRIGATION SYSTEM	1 LS	*****	170,000.00	*****	52,000.00	*****	51,013.00	*****	133,300.00
201	IRRIGATION SYSTEM - LIGHT POLE	1 LS	*****	70,000.00	*****	26,000.00	*****	24,700.00	*****	18,900.00
202	IRRIGATION SYSTEM - SWALE	1 LS	*****	50,000.00	*****	19,000.00	*****	17,770.00	*****	38,900.00
203	4 IN PVC IRRIGATION SLEEVE	1712 LF	14.00	23,968.00	8.00	13,696.00	8.40	14,380.80	10.00	17,120.00
204	4 IN DUCTILE IRON IRRIGATION SLEEVE	1380 LF	35.00	48,300.00	24.50	33,810.00	25.60	35,328.00	42.00	57,960.00
205	CEMENT CONCRETE CURB	2000 LF	15.00	30,000.00	26.00	52,000.00	25.25	50,500.00	26.29	52,580.00
206	CEMENT CONC. CURB AND GUTTER	5500 LF	20.00	110,000.00	15.00	82,500.00	14.65	80,575.00	25.10	138,050.00
207	TREE WELL	44 EA	500.00	22,000.00	262.00	11,528.00	261.35	11,499.40	240.00	10,560.00
208	TREE GRATE	44 EA	1,400.00	61,600.00	2,100.00	92,400.00	2,195.00	96,580.00	2,650.00	116,600.00
209	CEMENT CONCRETE DRIVEWAY	1050 SY	50.00	52,500.00	45.00	47,250.00	44.25	46,462.50	58.56	61,488.00
210	CEMENT CONCRETE DRIVEWAY TRANSITION	60 SY	50.00	3,000.00	45.00	2,700.00	43.90	2,634.00	48.40	2,904.00
211	CHANNELIZING DEVICES	25 EA	75.00	1,875.00	250.00	6,250.00	224.75	5,618.75	284.00	7,100.00
212	MODIFIY FENCING	1 LS	*****	5,000.00	*****	6,000.00	*****	6,125.00	*****	7,000.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
213	MONUMENT FRAME AND COVER	17 EA	550.00	9,350.00	420.00	7,140.00	439.00	7,463.00	435.00	7,395.00
214	CEMENT CONC. SIDEWALK	6500 SY	35.00	227,500.00	37.00	240,500.00	36.60	237,900.00	48.40	314,600.00
215	STAMPED CONCRETE STREET NAME	56 EA	150.00	8,400.00	240.00	13,440.00	221.00	12,376.00	402.00	22,512.00
216	RAMP DETECTABLE WARNING	1100 SF	22.00	24,200.00	22.00	24,200.00	21.00	23,100.00	26.29	28,919.00
217	ILLUMINATION CONDUIT SYSTEM, CHELAN PHASE 2	1 LS	*****	45,000.00	*****	70,000.00	*****	63,556.00	*****	70,800.00
218	ILLUMINATION SYSTEM, CHELAN PHASE 2	1 LS	*****	115,000.00	*****	68,000.00	*****	61,675.00	*****	68,800.00
219	ILLUMINATION CONDUIT SYSTEM, FREDERICK	1 LS	*****	75,000.00	*****	112,000.00	*****	105,369.00	*****	117,500.00
220	ILLUMINATION SYSTEM, FREDERICK	1 LS	*****	270,000.00	*****	122,800.00	*****	113,706.00	*****	126,750.00
221	ILLUMINATION CONDUIT SYSTEM, CORA	1 LS	*****	60,000.00	*****	88,000.00	*****	82,685.00	*****	92,200.00
222	ILLUMINATION SYSTEM, CORA	1 LS	*****	85,000.00	*****	105,000.00	*****	99,412.00	*****	110,825.00
223	PEDESTRIAN CROSSING BEACON SYSTEM	1 LS	*****	30,000.00	*****	35,000.00	*****	33,660.00	*****	37,525.00
224	TEMPORARY INTERSECTION LIGHTING SYSTEM	1 LS	*****	140,000.00	*****	75,000.00	*****	40,425.00	*****	90,000.00
225	SIGNING, PERMANENT	1 LS	*****	25,000.00	*****	17,500.00	*****	18,136.00	*****	19,500.00
226	SPECIAL BUSINESS SIGNS	410 SF	30.00	12,300.00	20.00	8,200.00	21.00	8,610.00	18.00	7,380.00
227	TEMPORARY SIGNS, POST STREET	1 LS	*****	7,000.00	*****	6,553.00	*****	2,615.00	*****	6,900.00
228	REMOVAL OF EXISTING PAVEMENT MARKINGS	400 SF	4.50	1,800.00	4.40	1,760.00	3.50	1,400.00	4.72	1,888.00
229	PAVEMENT MARKING - DURABLE HEAT APPLIED	466 SF	10.00	4,660.00	9.00	4,194.00	8.40	3,914.40	10.00	4,660.00
230	PAVEMENT MARKING - DURABLE INLAY TAPE	2541 SF	10.00	25,410.00	7.60	19,311.60	8.00	20,328.00	8.50	21,598.50
231	PAVEMENT MARKING - PAINT, MONROE	485 SF	1.00	485.00	2.00	970.00	3.10	1,503.50	2.20	1,067.00

<i>Project Number:</i> <b>2017145</b>			<i>Engineer's Estimate</i>		L & L Cargile Inc		Inland Asphalt Company		DW Excavating, Inc_	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
232	PAVEMENT MARKING - PAINT POST	130 SF	1.00	130.00	6.25	812.50	3.10	403.00	7.00	910.00
233	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	8 EA	200.00	1,600.00	130.00	1,040.00	209.00	1,672.00	145.00	1,160.00
234	TEMPORARY PAVEMENT MARKING	1 LS	*****	7,000.00	*****	4,604.00	*****	5,540.00	*****	4,900.00
235	ROCK RETAINING WALL	500 SF	30.00	15,000.00	20.00	10,000.00	21.00	10,500.00	23.32	11,660.00
236	CEMENT CONCRETE STEPS	6 EA	500.00	3,000.00	530.00	3,180.00	520.00	3,120.00	240.00	1,440.00
237	PERVIOUS CONCRETE PAVEMENT - 4 IN THICK	360 SY	50.00	18,000.00	160.00	57,600.00	220.00	79,200.00	108.00	38,880.00
238	CURB KNOB	350 EA	15.00	5,250.00	31.00	10,850.00	31.30	10,955.00	46.00	16,100.00
239	BIKE RACK	7 EA	400.00	2,800.00	1,250.00	8,750.00	1,320.00	9,240.00	1,465.00	10,255.00
240	Not Used	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
241	Not Used	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
242	CONNECT 8 IN. DIAM. STORM PIPE TO EXISTING STORM PIPE	1 EA	600.00	600.00	452.00	452.00	494.00	494.00	660.00	660.00
243	CEMENT CONCRETE DRIVEWAY - HIGH EARLY STRENGTH	250 SY	115.00	28,750.00	54.00	13,500.00	52.50	13,125.00	57.50	14,375.00
244	CEMENT CONCRETE DRIVEWAY TRANSITION - HIGH EARLY STRENGTH	40 SY	115.00	4,600.00	54.00	2,160.00	52.50	2,100.00	48.00	1,920.00
<i>Schedule Totals</i>				4,909,315.00		4,548,357.10		4,546,379.90		4,686,165.50

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> WATER IMPROVEMENTS					Sales tax shall NOT be included in unit prices					
301	POTHOLING	32 EA	250.00	8,000.00	150.00	4,800.00	156.80	5,017.60	340.00	10,880.00
302	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	3 EA	500.00	1,500.00	400.00	1,200.00	420.00	1,260.00	520.00	1,560.00
303	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	20 SY	35.00	700.00	50.00	1,000.00	45.00	900.00	54.00	1,080.00
304	PAVEMENT REPAIR EXCAVATION INCL. HAUL	20 SY	30.00	600.00	27.50	550.00	62.00	1,240.00	64.00	1,280.00
305	VALVE BOX AND COVER	20 EA	400.00	8,000.00	520.00	10,400.00	550.00	11,000.00	410.00	8,200.00
306	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	18.00	360.00	10.00	200.00	10.45	209.00	32.00	640.00
307	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	25.00	500.00	10.00	200.00	10.45	209.00	48.00	960.00
308	IMPORTED BACKFILL	20 CY	20.00	400.00	20.00	400.00	21.00	420.00	34.00	680.00
309	TRENCH SAFETY SYSTEM	1 LS	*****	3,500.00	*****	3,200.00	*****	3,345.00	*****	700.00
310	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	4,500.00	*****	1,200.00	*****	1,250.00	*****	700.00
311	ENCASE WATER/SEWER AT CROSSINGS	2 EA	500.00	1,000.00	1,000.00	2,000.00	1,045.00	2,090.00	365.00	730.00
312	D.I. PIPE FOR WATER MAIN 6 IN DIAM	835 LF	50.00	41,750.00	48.00	40,080.00	60.00	50,100.00	70.40	58,784.00
313	D.I. PIPE FOR WATER MAIN 12 IN DIAM	39 LF	65.00	2,535.00	250.00	9,750.00	287.50	11,212.50	185.00	7,215.00
314	D.I. PIPE FOR WATER MAIN 18 IN DIAM	79 LF	105.00	8,295.00	175.00	13,825.00	220.00	17,380.00	215.00	16,985.00
315	BLOWOFF ASSEMBLY	2 EA	5,500.00	11,000.00	11,500.00	23,000.00	12,962.00	25,924.00	12,300.00	24,600.00
316	GATE VALVE 6 IN.	12 EA	1,800.00	21,600.00	1,150.00	13,800.00	1,306.00	15,672.00	1,300.00	15,600.00
317	GATE VALVE 12 IN.	1 EA	3,000.00	3,000.00	1,228.00	1,228.00	1,568.00	1,568.00	2,900.00	2,900.00
318	TRENCH EXCAVATION FOR WATER SERVICE TAP	150 LF	30.00	4,500.00	22.40	3,360.00	23.50	3,525.00	23.66	3,549.00
319	REMOVE EXISTING >12 IN DIAM PIPE	118 LF	30.00	3,540.00	10.00	1,180.00	11.00	1,298.00	8.50	1,003.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule</i> 03	WATER IMPROVEMENTS				Sales tax shall NOT be included in unit prices					
<i>Schedule Totals</i>				125,280.00	131,373.00		153,620.10		158,046.00	

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	4,909,315.00	0.00	125,280.00	0.00	0.00	0.00	0.00	0.00	5,034,595.00
Red Diamond Construc	4,312,725.50	0.00	176,170.20	0.00	0.00	0.00	0.00	0.00	4,488,895.70
Murphy Brothers Inc	4,418,372.00	0.00	170,653.25	0.00	0.00	0.00	0.00	0.00	4,589,025.25
Cameron-Reilly	4,554,468.80	0.00	124,945.00	0.00	0.00	0.00	0.00	0.00	4,679,413.80
L & L Cargile Inc	4,548,357.10	0.00	131,373.00	0.00	0.00	0.00	0.00	0.00	4,679,730.10
Inland Asphalt Compan	4,546,379.90	0.00	153,620.10	0.00	0.00	0.00	0.00	0.00	4,700,000.00
DW Excavating, Inc.	4,686,165.50	0.00	158,046.00	0.00	0.00	0.00	0.00	0.00	4,844,211.50

Low Bid Contractor: Red Diamond Construction Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$4,312,725.50	\$4,909,315.00	12.15	% Under Estimate
Schedule 03	\$191,673.18	\$136,304.64	40.62	% Over Estimate
Bid Totals	\$4,504,398.68	\$5,045,619.64	10.73	% Under Estimate

## Briefing Paper

### Finance

<b>Division &amp; Department:</b>	Engineering Services; Public Works
<b>Subject:</b>	Engineering Project No. 2017145 Monroe St. – Indiana to Kiernan
<b>Date:</b>	January 29, 2018
<b>Contact (email &amp; phone):</b>	Dan Buller ( <a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	The project is in the 6 Year Street Plan and is consistent with the Emerson-Garfield Neighborhood Plan and the City's Comprehensive Plan.
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of construction contracts (once bids are opened and recommendation to award submitted to council for approval)
<b>Background/History:</b> <ul style="list-style-type: none"> <li>The Monroe St. – Indiana to Kiernan project has been planned and been the subject of significant discussion, public outreach, and coordination with area businesses, residents, and property owners over the last several years. The project consists of full street reconstruction, sidewalks, bumpouts, and various utility improvements. The project also narrows the current five lanes to three lanes</li> </ul>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>This project has been divided into and will be bid as two projects, the portion between Indiana and Grace being one project (Monroe 1), the portion between Grace and Kiernan being the other project (Monroe 2). See attached exhibit.</li> <li>Both projects will be constructed simultaneously under separate contracts in order to ensure that the project is completed in a single year.</li> <li>Traffic will be detoured around the project but provisions are included in the detour plan to improve access to area businesses.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	





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

02/26/2018

<u>Date Rec'd</u>	1/29/2018
<u>Clerk's File #</u>	PRO 2017-0018
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2016133
<u>Bid #</u>	
<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	0370 - MURRAYSMITH, INC. AMENDMENT WITH COST

**Agenda Wording**

Contract Addendum with Costs to add Task 6 - Construction Services, which was not included in the original contract in conjunction with the Central Avenue Well #2 Rehabilitation project.

**Summary (Background)**

The project has progressed to the point where construction services are now required. MurraySmith, Inc. will provide review and recommendation for approval of shop drawings and submittals, samples and other data. Support activities may include interpretation and clarification of the contract documents, assistance in preparing work change directives, change orders and site visits. The additional tasks will be performed for an amount not to exceed \$25,000.00.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 25,000.00	# 4250 98818 94000 56501 15729
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Select	\$	#
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Select	\$	#
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Select	\$	#
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<u>Approvals</u>	<u>Council Notifications</u>
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<b><u>Dept Head</u></b>	BULLER, DAN	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	Urban Experience 2/12/18

<b><u>Finance</u></b>	ORLOB, KIMBERLY	<u>Distribution List</u>
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<b><u>Legal</u></b>	ODLE, MARI	Engineering Admin
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<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	mdoval@spokanecity.org
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<u>Additional Approvals</u>	dbuller@spokanecity.org
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<b><u>Purchasing</u></b>	publicworksaccounting@spokanecity.org
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## Briefing Paper

### Urban Experience

<b>Division &amp; Department:</b>	Engineering Services, Public Works
<b>Subject:</b>	Project No. 2016133 - Central Ave. Well #2 MurraySmith Construction Phase Assistance
<b>Date:</b>	February 12, 2018
<b>Contact (email &amp; phone):</b>	Dan Buller, <a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year water plan
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of consultant contract amendment
<p><u>Background/History:</u> The Department of Engineering Services retained MurraySmith to design the Central Ave. Well Station #2. (Recall that well station #1 was designed and constructed in 2016/17). Well station #2 has now been designed, bid and awarded. Construction is expected to start in mid February.</p> <p>Engineering Services' CM office has requested MurraySmith and its subconsultants (architect, structural &amp; geotechnical engineer) to provide construction phase support services. MurraySmith has proposed the attached scope and budget which is acceptable to Engineering Services.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• The proposed work by MurraySmith is to assist Engineering Services' CM office in ensuring the project is constructed in accordance with the plans and specifications.</li> <li>• The proposed work on this well #2 project is similar to the work done by MurraySmith on the well #1 project last summer. The proposed add'l fee is \$25,000 for the work described here for a total agreement amount of \$88,500.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



**City of Spokane**

**CONTRACT ADDENDUM**

Central Avenue Well #2 Rehabilitation

This Contract Addendum is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **MURRAYSMITH, INC.** whose address is 421 West Riverside Avenue, Suite 762, Spokane, Washington 99201 as ("**Consultant**").

WHEREAS, the parties entered into a Contract wherein the **Murraysmith, Inc.** agreed to provide for the City: THE SCOPE OF WORK FOR THIS AGREEMENT AND THE TIME SCHEDULE FOR COMPLETION OF SUCH WORK ARE DESCRIBED IN EXHIBIT A WHICH IS ATTACHED AND MADE A PART OF THIS AGREEMENT; and

WHEREAS, additional work has been requested, thus the original Contract needs to be formally amended by this written document; and

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated June 5, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Addendum shall become effective upon execution by all parties.

**3. ADDITIONAL WORK.**

The Scope of Work in the original Contract is expanded to include the following additional Work:

Review and provide recommendation for approval of shop drawings and submittals, samples and other data. Support activities may include interpretation and clarification of the contract documents, assistance in preparing work change directives, change orders and site visits in accordance with the proposed scope described as Exhibit B which is attached and made a part of this agreement.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed TWENTY FIVE THOUSAND AND NO/100 (\$25,000.00) for everything furnished and done under this Contract Addendum. This is the maximum amount to be paid under this Addendum, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Addendum document.

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

**Murraysmith, Inc**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
E-Mail Address

Attest:

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

**CITY OF SPOKANE**

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

David Condon  
\_\_\_\_\_  
Type or Print Name

Mayor  
\_\_\_\_\_  
Title

Approved as to form:

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

**Attachments that are part of this Agreement:**

Original Scope of Work document – Exhibit A

Additional Scope of Work document – Exhibit B

2018-fip

**MURRAYSMITH, INC.**  
**PROPOSED AMMENDED SCOPE AND FEE FOR**  
**THE CENTRAL AVENUE WELL #2 PUMP STATION REPLACEMENT PROJECT**  
**FOR**  
**CITY OF SPOKANE**

Murraysmith, Inc. has developed the following scope of work amendment for construction engineering services for the Central Avenue Well #2 Pump Station Replacement project. This scope of services has been developed based on the design services provided by Murraysmith for the Central Avenue Well #2 Pump Station Replacement project.

## **PROJECT BACKGROUND AND ASSUMPTIONS**

The Central Avenue Well #1 Pump Station Replacement (Well #1) project construction is nearly completion and the City's Water Department is planning the replacement of the second of the two well pump stations at the Central Avenue site. Each well pump station consists of a hand dug 8-foot diameter caisson type well, approximately 270 feet deep. Currently Well #2 has two submersible pumps installed, each with a capacity of 4,200 gpm at 355 feet total dynamic head (TDH). The piping and associated valves for each well are in a below ground concrete vault. The electrical and chlorine disinfection equipment for each pump station are in a separate existing above ground building. The electrical equipment was partially replaced as part of the Well #1 project and additional electrical system improvements to be installed as part of this project.

The Central Avenue Well #2 Pump Station Replacement project is a similar facility upgrade to Well #1 project, which includes relocation of the well discharge head to above ground in a new concrete masonry unit (CMU) building. The approximate dimensions of the building will be 16 feet wide by 30 feet long and with 10-foot high walls. The existing submersible pumps will be replaced with a new vertical lineshaft turbine pump that has an approximate capacity of 8,000 gpm. The project will address setback and building height considerations per approach for Well #1 to successfully permit the building in a residential neighborhood.

For the development of this amended scope of services, and the associated fee estimate, the following project assumptions are defined:

- Anticipate construction Notice to Proceed (NTP) by end of January 2018.
- Project construction duration approximately 6 months.
- Construction management and field inspection services performed by the City.

## **SCOPE OF WORK**

The following scope identifies the amended tasks Murraysmith agrees to furnish the City related to Central Avenue Well #2 Pump Station Replacement Project. These amended services are categorized in the following project task:

## **Task 6 – Construction Services**

The City will lead construction management activities, performing field inspection, administration, and startup activities for the project. As requested, Murraysmith will support the City's construction engineering services. On call activities are anticipated to include review and make recommendation for approval of shop drawings and submittals, samples and other data. Additional on-call support activities may include the interpretation and clarification of the contract documents, assistance in preparing work change directives, change orders, and site visits.

## **PROPOSED PROJECT FEE**

Murraysmith will perform this work on a time and expenses basis with a total not to exceed amount of \$25,000 for Task 6 in accordance with the current standard rate schedule defined in the agreement. Total project amended fee is \$88,500. If additional effort is requested, Murraysmith will proceed with the work only upon authorization by the City.

Project expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

Outside technical, professional and other services will be invoiced at actual cost plus 4 percent to cover administration and overhead.

## **PROPOSED PROJECT SCHEDULE**

It is anticipated that construction services will be complete by December 31, 2018.

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

02/26/2018

<u>Date Rec'd</u>	2/14/2018
<u>Clerk's File #</u>	OPR 2018-0100
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2011-0983
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR18994

<u>Submitting Dept</u>	FIRE
<u>Contact Name/Phone</u>	LORI MARKHAM X8900
<u>Contact E-Mail</u>	LMARKHAM@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	FIRE - BACKUP COMMUNICATIONS CENTER

**Agenda Wording**

Interlocal agreement with Spokane County, Spokane County Fire District 9, Spokane County Sheriff, and Spokane County Emergency Communications Board to allocate the costs associated with the Backup Combined Communications Center.

**Summary (Background)**

The prior interlocal agreement (OPR 2011-0983) ended on Dec 31, 2017. The new agreement will be for Jan 01, 2018 thru Dec 31, 2020. The CCC has been a user of the BUC for over 20 years. The BUC is needed in the event of catastrophic systems failures, upgrades, or mandatory evacuation of the Combined Communications Building which are all objectives to maintain and ensure continuity of operations.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 4000		# 1630-35210-28200-54201-99999
Expense \$ 4000		# 0680-30210-21500-54501-68214
Select \$		#
Select \$		#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	<u>Study Session</u>
SCHAEFFER, BRIAN	02/05/18 PSHC
<u>Division Director</u>	<u>Other</u>
SCHAEFFER, BRIAN	
<u>Finance</u>	<u>Distribution List</u>
BUSTOS, KIM	
<u>Legal</u>	
ODLE, MARI	
<u>For the Mayor</u>	
DUNIVANT, TIMOTHY	
<u>Additional Approvals</u>	
<u>Purchasing</u>	

## Briefing Paper (Committee Name)

<b>Division &amp; Department:</b>	Spokane Fire Department Combined Communications Center
<b>Subject:</b>	911 Backup Center Renewal
<b>Date:</b>	01/23/2018
<b>Contact (email &amp; phone):</b>	Lori Markham, <a href="mailto:markham@spokanecity.org">markham@spokanecity.org</a> (509) 532-8902
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Chief Brian Schaeffer
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	See Interlocal Attached
<b>Strategic Initiative:</b>	Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.
<b>Deadline:</b>	January 1, 2018
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Contract renewal to maintain service
<b>Background/History:</b> <i>This is an interlocal contract renewal for the Spokane County 911 Backup Communication Center located in Spokane County Fire District 9. The CCC has been a user of the BUC for over 20 years. The BUC is needed in the event of catastrophic systems failures, upgrades, or mandatory evacuation of the Combined Communications Building which are all objectives to maintain and ensure continuity of operations.</i>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li><i>The BUC provides redundancy for emergency communications and radio operations for all of Spokane County public safety entities, including Spokane Fire CCC and SPD Radio dispatch.</i></li> <li><i>The interlocal agreement is in place between Spokane County, Spokane City and Spokane Fire Protection District #9.</i></li> <li><i>The agreement outlines cost allocation and operational agreements with all parties.</i></li> <li><i>The agreement is in place for two years starting January 1, 2018.</i></li> <li><i>The contract cost for the CCC is \$3,415.93</i></li> <li><i>The Contract cost for SPD Radio is \$3,795.60</i></li> </ul>	
<b>Budget Impact:</b>	



Approved in current year budget?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Annual/Reoccurring expenditure?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
If new, specify funding source:			
Other budget impacts: (revenue generating, match requirements, etc.)			
<u>Operations Impact:</u>			
Consistent with current operations/policy?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Requires change in current operations/policy?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
Specify changes required:			
Known challenges/barriers:			

**INTERLOCAL BACK-UP COMMUNICATIONS CENTER COSTS AGREEMENT  
WITH REGARD TO THE COMBINED COMMUNICATION CENTER**

(January 1, 2018 - December 31, 2020)

**THIS AGREEMENT**, made and entered into among **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the “County,” the **City of Spokane**, a municipal corporation of the State of Washington having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as the “City”, the **Spokane County Fire Protection District #9**, having offices for the transaction of business at 3801 W. Farwell Rd, Mead, Washington 99021, the **Spokane County Emergency Services Communication Board**, a Board created the Spokane County Code Section 1.08B, having offices for the transaction of business at 1620 North Rebecca Street, Spokane, Washington 99217, hereinafter referred to as “911,” and the **Spokane County Sheriff**, an elected official having offices for the transaction of business of 1100 West Mallon Avenue, Spokane, Washington 99260, hereinafter referred to as the “Sheriff,” collectively referred to as the “Parties.”

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, (“Interlocal Cooperation Act”), local governmental units make the most efficient use of their authorities cooperating with other public entities to provide services in a manner best serving the needs of local communities; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, the Parties entered into an agreement entitled “Interlocal Back-up Communications Center Costs Agreement with Regard to the Combined Communications Center (January 1, 2012-December 31, 2017)” which addressed the Parties’ allocation of costs associated with the back-up Combined Communications Center located at 3801 E. Farwell Road, Mead, Washington; and

**WHEREAS**, the Parties desire to enter into a new agreement regarding the Parties’ allocation of costs associated with the back-up Combined Communications Center located at 3801 E. Farwell Road, Mead, Washington for a time frame commencing January 1, 2018 and running through December 31, 2020.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth herein, the Parties do mutually agree as follows:

**Section 1: Purpose of Agreement.** The purpose of this Agreement is to set forth the Parties’ understanding regarding the allocation of costs associated with the back-up Combined Communication Center.

**Section 2: Allocation of Costs.** For the purpose of this Agreement back-up costs shall include (1) maintenance and operation costs (“M&O”), and (2) uninterruptible power supply costs (“UPS”).

M&O costs shall be allocated among the Parties based on their respective square footage occupancy of the Back-Up Communication Center (“BUC”), if any, as of January 1<sup>st</sup> of each year.

UPS costs, as billed by the manufacturer, after deducting fifteen percent (15%) of such costs which shall be paid by Spokane County Fire Protection District No. 9 (“SCFPD #9”), shall be allocated equally among the remaining Parties.

M&O costs shall annually include, but not be limited to, costs incurred by SCFPD #9 for building operation such as power, janitorial service, building maintenance and lease of space.

UPS costs shall annually include, but not be limited to, an annual maintenance contract and replacement batteries if needed.

**Section 3: Payment of Costs.** The following chart, shown as an example, sets forth each Party’s respective 2017 costs associated with the Back-Up Communication Center.

For all subsequent years that this Agreement is in effect, 911 shall prepare a similar chart and provide the chart to all Parties in conjunction with accompanying billing invoice. The revised charge shall include the percentage of occupancy used to allocate M&O costs.

The 2017 back-up center cost chart is:

AGENCY	M&O	UPS	TOTAL
SRECS	\$ 0	\$ 758.24	\$ 758.24
911	\$5,062.26 (40%)	\$ 758.24	\$5,820.50
SCSO	\$1,898.35 (15%)	\$ 758.24	\$2,656.59
CITY			
SPD	\$3,037.36 (24%)	\$ 758.24	\$3,795.60
SFD	\$2,657.69 (21%)	\$ 758.24	\$3,415.93
SCFD No. 9	\$ 0 ( 0%)	\$ 669.03	\$ 669.03

911 shall bill the Parties their respective “Total” back-up center costs annually after receipt of an invoice from the UPS manufacturer or from SCFPD #9. Payment by each party will be due thirty (30) days after billing. 911 may, at its sole option, charge interest on any late payment calculated on any lost interest earning had the amount due been invested since the date due to the date of payment in the County’s investment pool.

**Section 4: Duration/Withdrawal.** This Agreement shall commence January 1, 2018 and run through December 31, 2020. This Agreement may be terminated at any time by mutual agreement of all Parties.

**Section 5: Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**Section 6: Modification.** This Agreement may be modified in writing by mutual written agreement of the Parties.

**Section 7: All Writings Contained Herein/Binding effect.** This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. This Agreement shall be binding upon the Parties hereto, their successors and assigns.

**Section 8: Severability.** The Parties agree that if any parts, terms or provisions of this Agreement are found by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

**Section 9: Records.** 911 shall provide access to the Parties' representatives at reasonable times and in a reasonable manner to inspect and documents used to calculate or allocate back-up costs under the terms of this Agreement.

**Section 10: Notice.** All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to Parties at the address set forth above or such other address as the Parties shall from time-to-time designate by notice in writing to the other Parties:

**Section 11: Venue Stipulation.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

**Section 12: Headings.** The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

**Section 13: RCW 39.34 Required Clauses.**

A. PURPOSE

See Section 1 above.

B. DURATION

See Section 4 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. RESPONSIBILITIES OF THE PARTIES

See provisions above.

E. AGREEMENT TO BE FILED

The County shall place this Agreement on its WEB site. The City shall place this Agreement on its WEB site.

F. FINANCING

Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. TERMINATION

See Section 4 above.

**IN WITNESS WHEREOF**, the Parties have caused this document to be executed on the date and year opposite their respective signature blocks.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
JOSH KERNS, Chair

ATTEST:

\_\_\_\_\_  
MARY KUNEY, Vice-Chair

By: \_\_\_\_\_

GINNA VASQUEZ  
Clerk of the Board

\_\_\_\_\_  
AL FRENCH, Commissioner

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF SPOKANE

By: \_\_\_\_\_  
City Administrator

Attest:

Approved as to form:

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

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

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

SPOKANE COUNTY EMERGENCY  
COMMUNICATIONS BOARD

By : \_\_\_\_\_

Its: \_\_\_\_\_

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2018. SPOKANE COUNTY SHERIFF

By: \_\_\_\_\_

Its: \_\_\_\_\_

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2018. SPOKANE COUNTY FIRE PROTECTION  
DISTRICT 9

By : \_\_\_\_\_

Chair, Board of Fire Commissioners

Its: \_\_\_\_\_

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

02/26/2018

<u>Date Rec'd</u>	1/29/2018
<u>Clerk's File #</u>	OPR 2018-0101
<u>Renews #</u>	
<u>Cross Ref #</u>	2011-0453
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL
<u>Contact Name/Phone</u>	DAVID PAINE 625-6878
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4490 EVENT RECYCLING LENDING LIBRARY PARTNERSHIP MOU

**Agenda Wording**

Memorandum of Understanding between the City of Spokane, Spokane County, Spokane Hoopfest Association and Lilac Bloomsday Association to promote compliance with RCW 70.93.093 for public event recycling by managing a Lending Library program.

**Summary (Background)**

This MOU continues an event recycling Lending Library partnership that has been in place since 2005. The Lending Library program allows public event coordinators to borrow, free of charge, recycling containers and signage to better collect and ultimately divert recyclables from the waste stream. Updated language in the MOU includes Spokane County and the County's Regional Solid Waste System as a lending library partner.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	CONKLIN, CHUCK	<b><u>Study Session</u></b>	Urban Experience 2/12/18
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	
<b><u>Finance</u></b>	CLINE, ANGELA	<u>Distribution List</u>	
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH	rcopell@spokanecity.org	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	kmajor@spokanecity.org	
<u>Additional Approvals</u>			
<b><u>Purchasing</u></b>			



## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Renew MOU with County, Bloomsday and Hoopfest to Extend Event Recycling Lending Library Agreement
<b>Date:</b>	2/12/18
<b>Contact (email &amp; phone):</b>	David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Urban Experience and Public Infrastructure, Environment and Sustainability Committees
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	The event recycling lending library aligns with the Safe and Healthy and the Sustainable Resources goals of the City of Spokane's Strategic Plan.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Continues to allow public event coordinators to borrow, free of charge, recycling containers and signage to better collect and ultimately divert recyclables from the waste stream
<b>Background/History:</b> Renews event recycling lending library partnership that has been in place since 2005. Updated language in the MOU includes Spokane County and the County's Regional Solid Waste System as a lending library partner.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• To promote City and County compliance with RCW 70.93.093 (recycling at public events)</li> <li>• Coordinate acquisition and management of recycling equipment and materials for use by public event coordinators through a Public Event Recycling Lending Library</li> <li>• Provide overall administrative support for the Lending Library program relating to its functions and produce and distribute promotional and educational materials;</li> <li>• Develop equipment request guidelines and requirements for loaning recycling containers and materials from the Lending Library;</li> <li>• Coordinate events schedules with Hoopfest and Bloomsday; coordinating pick up and drop off of recycling equipment and materials from storage locations; and</li> <li>• Maintain an equipment request calendar; and collect post evaluation information.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers: none	

**AMENDED AND RESTATED MEMORANDUM OF  
UNDERSTANDING BETWEEN CITY OF SPOKANE SOLID WASTE DISPOSAL,  
SPOKANE COUNTY SOLID WASTE SYSTEM, THE LILAC BLOOMSDAY  
ASSOCIATION AND THE SPOKANE HOOPFEST ASSOCIATION**

This Memorandum of Understanding (MOU) is a 4 party agreement between the CITY OF SPOKANE SOLID WASTE DISPOSAL, a Washington State municipal corporation, "CITY", SPOKANE COUNTY, acting through the Spokane County Solid Waste System "SCSWS", the SPOKANE HOOPFEST ASSOCIATION, a Washington State Non-Profit corporation as "Hoopfest", and the LILAC BLOOMSDAY ASSOCIATION, a Washington State Non-Profit corporation, as "Bloomsday" herein together referred to as "Parties".

The Parties agree as follows:

**1. PURPOSE:**

- A. CITY OF SPOKANE SOLID WASTE DISPOSAL is an operating department of the City of Spokane which provides regional solid waste services, planning, and programs for citizens throughout Spokane County.
- B. SCSWS is an operating department of Spokane County which provides regional solid waste services, planning, and programs for citizens throughout Spokane County.
- C. Hoopfest and Bloomsday are non-profit organizations that manage large sporting events to the benefit of the community and have organizational commitments to support and model sustainable business practices.
- D. RCW 70.93.093 requires a recycling program at every official gathering and sports facility in communities where recycling services are available to businesses.
- E. The purpose of this Memorandum of Understanding is to promote compliance RCW 70.93.093 and coordinate acquisition and management of recycling equipment and materials for use by public event coordinators through a Public Event Recycling Lending Library ("Lending Library").

**2. RESPONSIBILITIES OF CITY and SCSWS. CITY and SCSWS agree to:**

- A. Provide overall administrative support for the Lending Library program relating to its functions and produce and distribute promotional and educational materials;

- B. Develop equipment request guidelines and requirements for loaning recycling containers and materials from the Lending Library;
  - C. Coordinate events schedules with Hoopfest and Bloomsday; coordinating pick up and drop off of recycling equipment and materials from storage locations; and
  - D. Maintain an equipment request calendar; and collect post evaluation information.
3. RESPONSIBILITIES OF HOOPFEST and BLOOMSDAY: Hoopfest and Bloomsday agree to:
- A. Provide enclosed storage locations for the event recycling equipment and materials;
  - B. Provide timely access to event recycling equipment and materials and staffed assistance in loading out and receiving bins from borrowers;
  - C. Inspect and document the condition of the equipment prior to pick-up and return of the equipment; and communicate with the City and SCSWS if equipment or material are missing, damaged, or dirty; and
  - D. Maintain inventory count of event recycling equipment and materials and inform Lending Library parties when inventory is low.
  - E. Hoopfest additionally agrees to manage equipment deposits and payments for recycling bags.
4. COORDINATION BETWEEN THE PARTIES. The Parties agree to
- A. Contribute to and maintain a pool of event recycling equipment and materials for use by any borrower approved as meeting the criteria in the Event Recycling Equipment Request Form, Checklist, and Agreement.
  - B. Develop a coordinated inventory system for all event recycling equipment and materials and train all staff on its use;
  - C. Develop consistent labeling of all equipment and materials in the facilities; and
  - D. Collaborate on purchases of additional equipment or materials when possible. However, this does not permit any party to obligate funds of another party.

- E. All Parties will mutually adopt the Event Recycling Containers Request Form and Agreement ("Request Form") attached as Exhibit "A".

5. EVENT RECYCLING CONTAINERS REQUEST FORM, AND AGREEMENT.

- A. The parties mutually adopt the Event Recycling Containers Request Form, and Agreement ("Request Form") attached as Exhibit "A".
- B. The parties agree that the Request Form will be present at all office locations and equipment storage sites for review by staff and volunteer training.
- C. The Request Form will be given to anyone living or operating a business within Spokane County seeking to borrow event recycling equipment and materials from the Lending Library. Borrowers must complete and sign the agreement as shown in the Request Form.
- D. The Request Form shall be reviewed by all parties on an annual basis and revised as needed.

6. EFFECTIVE DATE AND TERMINATION.

- A. This Memorandum is effective upon signature of all parties. It expires in five (5) years or upon termination; PROVIDED, it may be automatically extended for five (5) additional years unless any party gives thirty (30) days written notice prior to the anniversary of a desire to cancel.
- B. Additionally, any party may terminate participation upon thirty (30) days written notice; PROVIDED, notice is not effective until the terminating party returns all equipment or materials purchased by the non-terminating parties in good condition and pays all obligations.

7. INDEPENDENT CONTRACTOR:

- A. Each party is an independent contractor for purposes of this Memorandum and all actions in connection with the Memorandum. Each party is responsible for its own actions.
- B. No party is an agent of the other for any purpose nor shall represent itself to be an agent, partner or any other term expressing agency of the other.
- C. Each party shall indemnify and hold harmless the other parties against all loss or liability arising from its own negligent or intentional actions in connection with this Memorandum.

DATED this \_\_\_\_\_ day of January, 2018

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

Attest: \_\_\_\_\_

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

SPOKANE COUNTY

By: \_\_\_\_\_

Title: Environmental Services Director

Date signed: \_\_\_\_\_

SPOKANE HOOPFEST ASSOCIATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date signed: \_\_\_\_\_

LILAC BLOOMSDAY ASSOCIATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date signed: \_\_\_\_\_

Attachment "A" – Event Recycling Containers Request Form, and Agreement

Pick up time/location: \_\_\_\_\_

Return time/location: \_\_\_\_\_



City of Spokane Solid Waste Department · 2900 S. Geiger Blvd., Spokane, WA 99224  
Phone: (509) 625-6580 · Fax: (509) 625-6537 · EventRecycling@spokanecity.org

## Event Recycling Equipment Request Form and Agreement

Please Complete Both Sides

Event Name: \_\_\_\_\_

Event Description: \_\_\_\_\_

Event Date(s): \_\_\_\_\_

Event Location: \_\_\_\_\_

Event Main Contact: \_\_\_\_\_

Contact Mailing Address: \_\_\_\_\_

Phone: Day \_\_\_\_\_ Evening/Weekend \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Item	Number Requested	Cost
Containers	Recyclables = _____ Compostables = _____	10 or less Containers: \$50.00 deposit More than 10 Containers: \$100.00 deposit
Signage	Recyclables = _____ Compostables = _____	
Bags	Recyclables = _____ Compostables = _____	50 bags or less: no charge More than 50 bags: \$.50 each

Check one box below for preferred method of payment:

☐ **Check.** Please make checks payable to **Spokane Hoopfest Association.**

☐ **Invoice (Upon approval).** Please fill out the following billing information.

Name of Business or Organization: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Billing Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## Event Recycling Terms and Conditions

This Event Recycling Containers program is organized and supported by the City of Spokane, Spokane County, the Spokane Hoopfest Association and the Lilac Bloomsday Association.

1. This Event Recycling Containers Request Form will not be processed until the following have been received and approved by the Spokane Solid Waste Dept. at least 14 days prior to the Event:
  - Completed and signed Event Recycling Containers Request Form and Agreement
  - Deposit check or approval invoice information for recycling containers
  - Payment check for more than 50 bags (made payable to Spokane Hoopfest Association)
2. Your deposit check will be mailed back to the Event Main Contact person upon the return of the Recycling Containers, unused bags AND the submission of the Post Evaluation Form. If the Post Evaluation Form is not submitted within fourteen (14) days after returning the Recycling Containers and unused bags, the deposit check will be forfeited.
3. In the sole discretion of the Event Recycling Containers program personnel, the following deductions will be made from the recycling containers deposit. In the case that the loss, damaged or cleaning amounts exceed the deposit the Event will be invoiced the excess amount due as follows, with all excess amounts due within thirty (30) days from the invoice date:
  - \$20.00/hour cleaning fee if the containers are returned dirty, grungy, and/or unwashed
  - \$20.00 for each lost or significantly damaged lid
  - \$50.00 for each lost or significantly damaged container
4. Event personnel are responsible for the pick up and return of all Recycling Containers and unused bags. Pick up and return times and location will be coordinated after your request is received. All Recycling Containers must be returned whole, in good and clean condition, and on the date agreed to.

### Agreement

I certify that I am an authorized representative for the above organization, and that the above statements are true to the best of my knowledge. I have received a copy of this Event Recycling Request Form and Agreement, and I and the organization I represent agree to be bound by said terms and conditions and all applicable regulations and policies. I and the organization I represent understand that any violation of any of this Agreement will result in forfeiture of the deposit and immediate termination of the equipment usage. I and the organization I represent agree to indemnify, defend, and hold harmless Spokane County Regional Solid Waste System and City of Spokane, the Spokane Hoopfest Association and the Lilac Bloomsday Association, and the officials, agents, and employees of each of them, against any and all claims, damages, losses, and expenses, including legal fees arising out of or in any way associated with the use of this equipment.

By signing this form, I/my organization agree to all terms and conditions of the program as described on this form and website [www.spokanecity.org](http://www.spokanecity.org).

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

Print Name and Title: \_\_\_\_\_

#### Office Use

Application Received \_\_\_\_\_

Denied/Reason \_\_\_\_\_

Deposit Received/Amount \_\_\_\_\_

Bag Sales Received/Amount \_\_\_\_\_

Pickup/Return: \_\_\_\_\_

Approved \_\_\_\_\_

Notified \_\_\_\_\_

Returned/Amount \_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Phone \_\_\_\_\_

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

02/26/2018

<u>Date Rec'd</u>	2/7/2018
<u>Clerk's File #</u>	OPR 2012-0856
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR189630
<u>Agenda Item Name</u>	0450 - SPOKANE ARTS COMMISSION & SPOKANE ARTS FUND MOU RENEWAL

Submitting DeptNEIGHBORHOOD & BUSINESS  
SERVICESContact Name/Phone

ALEX REYNOLDS 625-6147

Contact E-Mail

AREYNOLDS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0450 - SPOKANE ARTS COMMISSION &amp; SPOKANE ARTS FUND MOU RENEWAL

Agenda Wording

Contract renewal of the Memorandum of Understanding (MOU) with Spokane Arts Commission and Spokane Arts Fund for arts services. The City will pay an amount equal to one-third (1/3rd) of the prior full years admissions tax received each year.

Summary (Background)

The parties entered into an MOU for a three year period beginning January 1, 2013 and was last amended/extended for an additional year beginning January 1, 2017. With the intent to continue the MOU, this renewal shall provide funding for five years beginning January 1, 2018 through December 31, 2023.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 265,000 Estimate

# 5900-53210-73200-54201-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

CORTRIGHT, CARLY

Study SessionDivision Director

KINDER, DAWN

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

DALTON, PAT

areynolds@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

dkinder@spokanecity.org

Additional Approvals

sbishop@spokanecity.org

Purchasing

Korlob





**City of Spokane**

**MOU RENEWAL**

Title: **Spokane Arts Commission and  
Spokane Arts Fund**

This MOU Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Spokane Arts Commission and Spokane Arts Fund**, whose address is P.O. Box 978, Spokane, Washington 99210 as ("Spokane Arts Fund"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into an MOU wherein the Spokane Arts Fund agreed to promote and enhance the quality, accessibility and presence of the arts in Spokane for the City; and*

*WHEREAS, the original MOU needs to be formally renewed by this written MOU Renewal document; and*

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

**1. CONTRACT DOCUMENTS.** The original MOU, dated November 29, 2012, and December 9, 2012, and any previous amendments, renewals and / or extensions 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 MOU Renewal shall become effective on January 1, 2018.

**3. END DATE**

This MOU shall end on December 31, 2023.

**4. COMPENSATION.**

The City will pay Spokane Arts Fund each year of this contract an amount equal to one-third (1/3<sup>rd</sup>) of the prior full year's admissions tax revenue received by the City.

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

**SPOKANE ARTS COMMISSION AND  
SPOKANE ARTS FUND**

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

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

\_\_\_\_\_  
Title

Attest

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

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Approved as to form

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

**Attachments that are part of this Agreement:**

18-004

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

02/26/2018

Date Rec'd

2/6/2018

Clerk's File #

CPR 2018-0032

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BEN STUCKART 6256269

Project #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item TypeBoards and Commissions  
AppointmentsRequisition #Agenda Item Name

0320 CTAB APPOINTMENTS (2)

Agenda Wording

Appointing Randy McGlenn, a PETT Board Member, to CTAB Appointing Ryan Patterson, a Bicycle Advisory Board Member, to CTAB

Summary (Background)

Appointing Randy McGlenn, a PETT Board Member, to CTAB Appointing Ryan Patterson, a Bicycle Advisory Board Member, to CTAB

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOtherFinanceDistribution ListLegalFor the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasing

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

02/26/2018

Date Rec'd

2/7/2018

Clerk's File #

ORD C35589

Renews #Submitting Dept

HUMAN RESOURCES

Cross Ref #Contact Name/Phone

CHRIS CAVANAUGH 6383

Project #Contact E-Mail

CCAVANAUGH@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

0620 SENIOR PROCUREMENT SPECIALISTS

Agenda Wording

Range Adjustment for Sr. Procurement Specialists

Summary (Background)

Per City of Spokane policy 0620-08-039; Wage & Position changes - this salary adjustment was analyzed and approved by Human Resources and then agreed to by M&P B and Management

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

CAVANAUGH, CHRISTINE

Study SessionDivision Director

CAVANAUGH, CHRISTINE

OtherFinance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasingCITY COUNCIL

MCDANIEL, ADAM

## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Finance; Grant, Contracts & Purchasing
<b>Subject:</b>	Range Adjustment for Sr. Procurement Specialists
<b>Date:</b>	February 7, 2018
<b>Author (email &amp; phone):</b>	Christine Cavanaugh; <a href="mailto:ccavanaugh@spokanecity.org">ccavanaugh@spokanecity.org</a> ; 625-6383
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Tim Dunivant
<b>Committee(s) Impacted:</b>	Finance & Administration
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Per City of Spokane policy 0620-08-039; Wage & Position changes – this salary adjustment was analyzed and approved by Human Resources and then agreed to by M&P B and Management
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Appropriate compensation based on internal equity and external market analysis.
<b>Background/History:</b>  Recently a new classification specification of Senior Procurement Specialist was adopted by the Civil Service Commission. Human Resources evaluated the classification using the City's adopted internal equity Point Factor system and by conducting an analysis of surrounding classifications. The salary grade assignment has been agreed to by the City and Spokane Managerial and Professional Association.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• <i>Classification of Senior Procurement Specialist developed from former Senior Buyer classification.</i></li> <li>• <i>Additional supervisory and other job requirements were added.</i></li> <li>• <i>Internal salary analysis resulted in recommendation of two range increase (Range 39 to Range 41 – M&amp;P B pay plan).</i></li> <li>• <i>Labor and Management agree to stated range increase</i></li> </ul>	
<b>Budget Impact:</b>	

Approved in current year budget? ☐ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☐ No

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☐ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☐ No

Specify changes required:

Known challenges/barriers:

DRAFT

ORDINANCE NO C35589

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the Purchasing 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 Purchasing Fund, and the budget annexed thereto with reference to the Purchasing Fund, the following changes be made:

FROM:	5500-76500	Purchasing	
	18480-54901	Misc Service Charges	3,000
	18480-54902	Registration/Schooling	6,041
			<u>\$ 9,041</u>
TO:	5500-76500	Purchasing	
	18480-01770	Senior Procurement Specialist (from Grade 39 to 41 M&P-B)	7,750
	18480-52110	FICA	593
	18480-52210	Retirement	698
			<u>\$ 9,041</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to implement classification and pay adjustments in accordance with approved union agreements and City policies, 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:**

02/26/2018

<u>Date Rec'd</u>	2/6/2018
<u>Clerk's File #</u>	ORD C35590
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	BEN STUCKART 6256269
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	0320 LIBRARY KIOSK SBO

**Agenda Wording**

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018.

**Summary (Background)**

The Library Fund, and the budget annexed thereto with reference to the Library Fund, the following changes be made: FROM:1300-99999-Private Gift/Pledge/Grants/Requests \$152,000 99999-36711 TO:1300-56100-Machinery/Equipment \$152,000 94000-56401

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	MCDANIEL, ADAM
<u>Division Director</u>	
<u>Finance</u>	BUSTOS, KIM
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	DUNIVANT, TIMOTHY
<u>Additional Approvals</u>	
<u>Purchasing</u>	
<u>CITY COUNCIL</u>	MCDANIEL, ADAM



ORDINANCE NO C35590

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, 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- 99999-36711	Private Gift/Pledge/Grants/Requests	\$152,000
TO:	1300-56100- 94000-56401	Machinery/Equipment	\$152,000

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 provide funding for a 24/7 Library location not anticipated in the 2018 budget process 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:**

02/26/2018

<u>Date Rec'd</u>	2/13/2018
<u>Clerk's File #</u>	RES 2018-0014
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	BREEAN BEGGS 6714
<u>Contact E-Mail</u>	BBEGGS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0320 BROADBAND WORKING GROUP RESOLUTION

**Agenda Wording**

This resolution is intended to create a working group to explore municipal broadband solutions for the City of Spokane

**Summary (Background)**

Internet access is an increasingly vital aspect of daily life for Spokane residents. Ensuring that all residents have access to affordable, high-speed and high-quality broadband access is an important aspect of the City's goals to increase economic opportunities and equity for all.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
		Urban Dev Committee 2/12
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	
<u>Additional Approvals</u>		
<u>Purchasing</u>		
<u>CITY COUNCIL</u>	MCDANIEL, ADAM	

RESOLUTION NO. 2018-0014

A resolution to establish a working group to provide recommendations to City Council regarding municipal broadband solutions for the City of Spokane.

WHEREAS, internet access is an essential component of daily life for all residents in the City of Spokane and is necessary to be an active and effective member of the community; and

WHEREAS, home and tele-work opportunities continue to expand nation-wide and companies often take infrastructure quality, including affordable and reliable access to high-speed broadband, into account as a component in deciding where to locate; and

WHEREAS, there are currently only two companies offering broadband wireless internet to a majority of City of Spokane residents; and

WHEREAS, increasing competition within the broadband market can encourage lower pricing and a higher quality product for residents; and

WHEREAS, the City of Spokane strives to embrace and encourage innovation and equity within the City and access to high-speed, high-quality, affordable internet is a necessary aspect of further improving our economy, including incentivizing startups, distance learning, public safety technology, telemedicine and more.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council will establish a working group to investigate, discuss and make recommendations to the City Council on a municipal broadband policy by June 15, 2018. Such recommendations should include a framework for one or more pilot projects in which the City of Spokane would use existing fiber to provide high-speed broadband services targeted to specific geographic locations conducive to start-up business activity and/or underserved low income communities. This working group may include, but is not limited to, representatives from the City of Spokane, Spokane Public Library, Spokane Parks, Avista and other community groups.

ADOPTED by the City Council this \_\_\_\_\_ of February, 2018.

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

Approved as to form:

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

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

02/26/2018

<u>Date Rec'd</u>	2/7/2018
<u>Clerk's File #</u>	RES 2018-0015
<u>Renews #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	ELDON BROWN 625-6305	<u>Project #</u>	
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	4700 - SHARP & SOUTH RIVERTON STREET VACATION		

Agenda Wording

Resolution setting hearing before the City Council for March 26, 2018 for the vacation of the alley between Sinto Ave and Sharp Ave, from South Riverton Ave to Helena St; and the east 15 feet of South Riverton Ave from Sinto Ave to Sharp Ave, as requested by John Kerschbaum.

Summary (Background)

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>
<u>Division Director</u>	KINDER, DAWN	<u>Other</u> P.I.E.S 1/22/18
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	RICHMAN, JAMES	ebrown@spokanecity.org
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	edjohnson@spokanecity.org
Additional Approvals		sbishop@spokanecity.org
<u>Purchasing</u>		kbecker@spokanecity.org
<u>CITY COUNCIL</u>	MCDANIEL, ADAM	

## RESOLUTION 2018-0015

WHEREAS, on November 17, 2017 the Spokane City Council received a petition for the vacation of the alley between Sinto Ave and Sharp Ave, from South Riverton Ave to Helena St; and the east 15 feet of South Riverton Ave from Sinto Ave to Sharp Ave, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the alley between Sinto Ave and Sharp Ave, from South Riverton Ave to Helena St; and the east 15 feet of South Riverton Ave from Sinto Ave to Sharp Ave, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That the hearing on the petition to vacate the alley between Sinto Ave and Sharp Ave, from South Riverton Ave to Helena St; and the east 15 feet of South Riverton Ave from Sinto Ave to Sharp Ave, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **March 26, 2018** and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

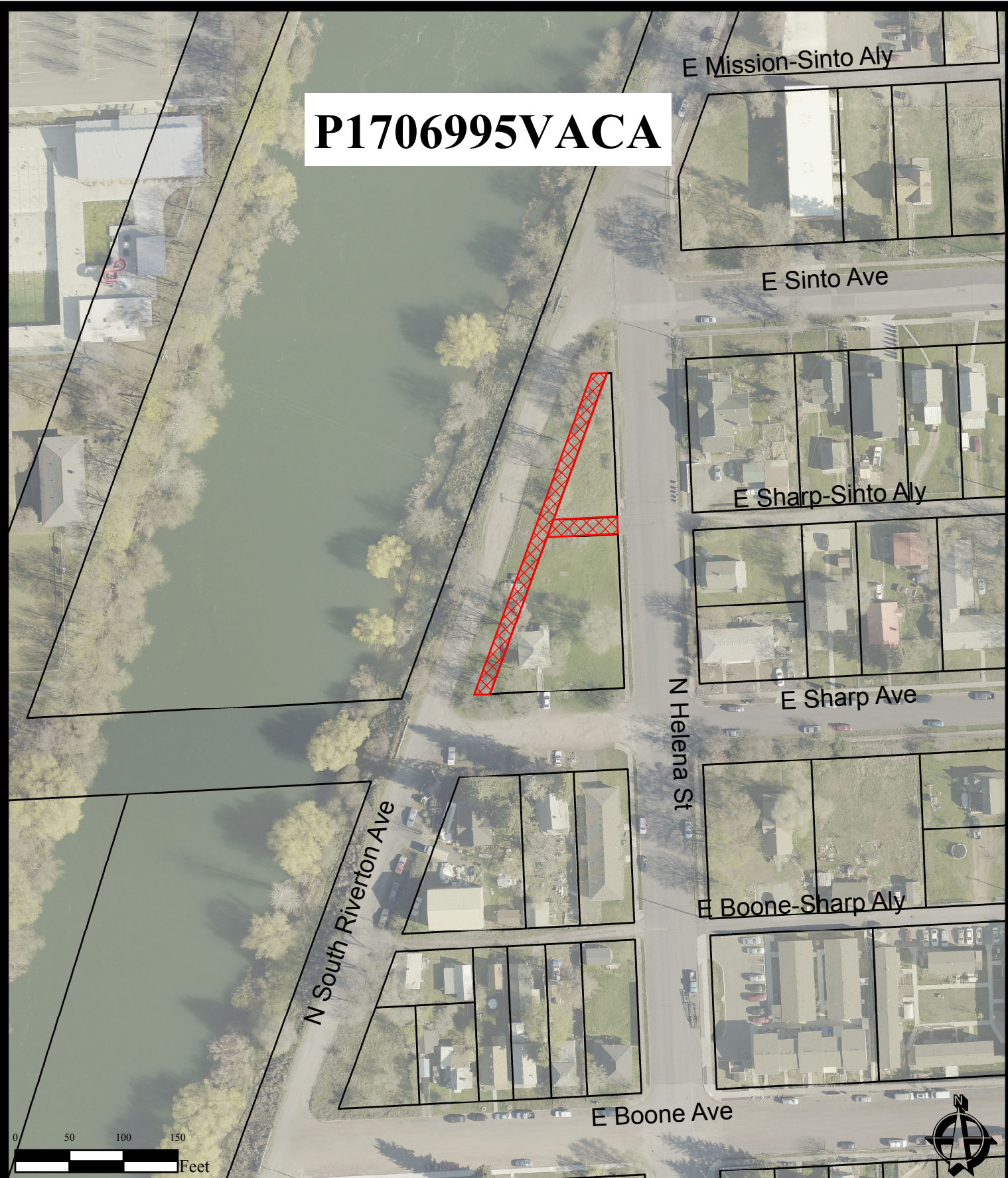
\_\_\_\_\_  
City Clerk

Approved as to form:

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




# P1706995VACA



## Right of Way Description:

**Vacation of the alley between Sinto and Sharp,  
from South Riverton to Helena; and the east  
15 feet of South Riverton from Sinto to Sharp**

## Legend

 **Vacation Area**

THIS IS NOT A LEGAL DOCUMENT:  
The information shown on this map is compiled  
from various sources and is subject to constant  
revision. Information shown on this map should  
not be used to determine the location of facilities  
in relationship to property lines, section lines,  
streets, etc.







**CITY OF SPOKANE  
PLANNING & DEVELOPMENT**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT**  
January 31, 2018

**LOCATION:** East 15 feet of S. Riverton from Sinto to Sharp; and the alley between Sinto and Sharp, from South Riverton to Helena.

**PROPONENT:** Yolanda Jones

**PURPOSE:** Increase lot size for development.

**HEARING:** March 26, 2018

**REPORTS:**

**AVISTA UTILITIES** – I have reviewed the proposed vacation and Avista has facilities in the area to be vacated. Avista is requesting a 16' wide easement in the vacated area to be reserved as indicated by the attached map.

**COMCAST** – Comcast has reviewed the vacation request. Enclosed is a map showing our cable plant in this area. As long as we have access to our plant, we have no problem with the vacation.

**ZAYO COMMUNICATIONS GROUP** – There are no Integra/ELI Facilities in your proposed work area.

**CENTURYLINK** – CenturyLink has an aerial attachment to an Avista Power pole in the alley that we would like to retain an easement for.

**XO COMMUNICATIONS** – XO Comm. is clear and has no interest concerning this property.

**INLAND POWER** – Inland Power has no utility facilities within the proposed area to be vacated.

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – We would like to retain space along South Riverton Drive. The right of way is not consistent, but I think we would want a 50 feet width.

**FIRE DEPARTMENT** - No comments

**NEIGHBORHOOD SERVICES** - No comments

**PARKS DEPARTMENT** - No comments

**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** – We typically only vacated that portion of the ROW which will leave an equal portion on the other side and still leave our minimum ROW (60'). South Riverton has a ROW of 75', that would mean typically we could only vacate 15' of ROW (7.5' on each side). However in this case the City owns the adjacent parcel to the west, so I guess we might be able to vacate 15 feet on the east side of the ROW bearing in mind that this puts the center line 7.5 feet closer to the river. There are no city utilities in the proposed vacation area.

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – I see no issues with the vacation request.

**PLANNING & DEVELOPMENT – PLANNING** – No concerns

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** - No comments

**STREET DEPARTMENT** – The City of Spokane Street Department does not have any objection to the vacation of the alley right of way. The City of Spokane Street Department does have concerns about the vacation of the street right of way for South Riverton. Vacation of right of way in this manner makes for an inconsistent right of way width, which can affect future plans and/or needs. Street Department asks that other, such as Planning, strongly consider any future needs that may apply to this location, especially since it is adjacent to the Spokane river and may apply to potential trail needs.

**WASTEWATER MANAGEMENT** – As typical with any vacation, on site run off for any vacated property must be maintained and treated on site. For this request specifically, the city maintains significant large storm and sewer mains in South Riverton. The sewer main is 42" and the storm main is 27". Before we would approve any such vacation, the exact location of each line should be determined. Because of the limited access presented by the river and the steep bank along the west side of these lines, combined with the depth of the mains, we would be opposed to any vacation that encroaches less than 30' on the east side of these mains. The vacation of the alley section is acceptable provided that all of the above criteria are followed.

**WATER DEPARTMENT** - No comments

**BICYCLE ADVISORY BOARD** - No comments

**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:



1. An easement as requested by Century Link and Comcast, across, over, and through the alley in Block 26 of the Subdivision of School Section 16 shall be retained to protect existing and future utilities.
2. An easement as requested by Avista, across, over, and through the alley in Block 26 of the Subdivision of School Section 16 along with the extension of the alley extended west from the east line of Block 26 West 15 feet shall be retained to protect existing and future utilities.
3. Plans for termination and closure of the alley must be submitted to Planning & Development for review and accepted and the closure work must be completed.
4. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$12,040.74 and is to be deposited to Budget Account #3200 49199 99999 39510.
5. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by January 1, 2019.

Eldon Brown, P.E.  
Principal Engineer – Planning & Development

EDJ/edj



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

02/26/2018

<u>Date Rec'd</u>	2/12/2018
<u>Clerk's File #</u>	ORD C35591
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 SOLAR ENERGY PROJECTS AND ELECTRIC VEHICLE CHARGING STATIONS

**Agenda Wording**

An ordinance relating to permit fees for solar energy projects and electric vehicle charging stations; enacting new sections 15.05.005, 15.05.040, and 15.05.050 of the Spokane Municipal Code.

**Summary (Background)**

This ordinance will waive building and construction permit fees for solar energy system and electric vehicle charging station projects.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Select	\$	#
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Select	\$	#
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Select	\$	#
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Select	\$	#
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**Approvals****Council Notifications**

<b><u>Dept Head</u></b>	MCDANIEL, ADAM
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**Study Session****Division Director****Other**

Urban Experience

<b><u>Finance</u></b>	BUSTOS, KIM
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**Distribution List**

<b><u>Legal</u></b>	PICCOLO, MIKE
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kbecker@spokanecity.org

<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY
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**Additional Approvals****Purchasing**

<b><u>CITY COUNCIL</u></b>	MCDANIEL, ADAM
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## **ORDINANCE NO. C35591**

An ordinance relating to permit fees for solar energy projects and electric vehicle charging stations; enacting new sections 15.05.005, 15.05.040, and 15.05.050 of the Spokane Municipal Code.

**WHEREAS**, renewable energy not only helps reduce greenhouse gas emissions, but also helps reduce reliance on outside sources of fossil-fuel based energy; and

**WHEREAS**, according to the City of Spokane's Sustainability Action Plan, gasoline and diesel fuel used to power vehicles is a significant source of greenhouse gases ("GHG") for City government and is the most significant source of emissions community-wide; and

**WHEREAS**, renewable energy allows the City of Spokane to be more resilient; and

**WHEREAS**, the City of Spokane's Sustainability Action Plan encourages the use of incentives over mandates; and

**WHEREAS**, the City of Spokane's Sustainability Action Plan identifies renewable energy as a strategy to improve efficiency and sustainability.

**NOW, THEREFORE**, the City of Spokane does ordain:

**Section 1.** That there is adopted a new section 15.05.005 of the Spokane Municipal Code to read as follows:

### **Section 15.05.005 Definitions**

- A. "Electric Vehicle Charging Station" means a public or private parking space that is served by charging equipment that has as its primary purpose the transfer of electric energy to a battery or other energy storage device in an electric vehicle.
- B. "Renewable Resources" means (1) hydroelectric energy; (2) wind; (3) solar energy; (4) geothermal energy; (5) landfill gas; (6) wave, ocean, or tidal power; (7) gas from sewage treatment facilities; (8) biodiesel fuel as defined in RCW 82.29A.135 that is not derived from crops raised on land cleared from old growth or first-growth forests where the clearing occurred after the effective date of this section; and (9) biomass energy based on animal waste or solid organic fuels from wood, forest, or field residues, or dedicated energy crops that do not include (i) wood pieces that have been treated with chemical preservatives such as creosote, pentachlorophenol, or copper-chrome arsenic; (ii) black liquor byproduct from paper production; (iii) wood from old growth forests; or (iv) municipal solid waste.

**Section 2.** That there is adopted a new section 15.05.040 of the Spokane Municipal Code to read as follows:

**Section 15.05.040 Solar Energy Systems**

- A. The City of Spokane is committed to increasing the use of renewable energy citywide to become more resilient and reduce reliance on fossil-fuel based energy.
- B. All City of Spokane building and construction permit fees imposed in connection with the installation of a solar energy system pursuant to chapter 08.02, SMC shall be waived until the majority of energy sourced in Washington state is derived from renewable resources.

**Section 3.** That there is adopted a new section 15.05.050 of the Spokane Municipal Code to read as follows:

**Section 15.05.050 Electric Vehicle Charging Stations**

- A. The City of Spokane is committed to increasing the purchase of, conversion to, and use of alternative vehicle fuels such as biodiesel, natural gas, and electricity.
- B. All City of Spokane building and construction permit fees imposed in connection with the installation of an electric vehicle charging stations shall be waived until the majority of energy sourced in Washington state is sourced from renewable resources.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

02/26/2018

Date Rec'd

2/5/2018

Clerk's File #

ORD C35592

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BEN STUCKART 625-6258

Project #Contact E-Mail

BSTUCKART@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 - AMENDMENT TO SKYWALK PERMIT TERMINATION PROVISIONS

Agenda Wording

An ordinance relating to the terms under which skywalk permits may be terminated before the expiration of the permit's term.

Summary (Background)

This ordinance makes a change to current law, under which any skywalk permit may be terminated by the City Council on 90 days' written notice, without cause. This amendment would require that each skywalk permit must: be limited to 25 years' duration; contain provisions for skywalk permit termination; and contain a provision for termination upon the City's need for the right of way.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

UD Committee, 11-13-2017

Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasingCITY COUNCIL

MCDANIEL, ADAM

## **ORDINANCE NO. C35592**

An ordinance relating to early termination of skywalk permits; amending sections 12.02.0430 and 12.02.0505 of the Spokane Municipal Code.

**WHEREAS**, pursuant to RCW 35.22.280(7), the City is authorized to regulate and control the use of public streets, to authorize or prohibit the use of said streets, and to prescribe the terms and conditions upon which the same may be used; and

**WHEREAS**, consistent with this authority, pursuant to Chapter 12.02, Article III, of the Spokane Municipal Code, the City has authorized the placement and construction of overhead pedestrian skywalks in the airspace across streets to facilitate movement of pedestrian traffic; and

**WHEREAS**, skywalks permits are typically granted for a 25-year term with options to extend, but skywalk permits are by their nature revocable according to the terms of the permit scheme and to that end, SMC 12.02.0505 specifically provides that such permits may be terminated prior to the end of a term upon ninety (90) days' notice; and

**WHEREAS**, the skywalk system in the City's downtown provides a general benefit to the citizens of the City, and the City has never exercised its right to terminate a skywalk permit prior to the end of its term; and

**WHEREAS**, pursuant to SMC 12.02.0505, if the City Council terminates a skywalk permit prior to the end of its term, the City must remove the skywalk at its own cost and expense, and must compensate the permittee for the loss of the use of the skywalk on the basis of the actual construction cost of the skywalk amortized over the entire term of the permit; and

**WHEREAS**, it is in the best interests of the City of Spokane to amend this section and to allow for case-by-case determination of when and how to remove skywalks and to ensure that developers have more certainty that the skywalks they build will only be removed pursuant to the negotiated terms of the skywalk agreement.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That section 12.02.0430 of the Spokane Municipal Code is amended to read as follows:

### **Section 12.02.0430 Agreement – Conditions – Indemnification**

- A. At the time of consideration by the city council, the applicant must present a signed agreement, approved by the city attorney. Said agreement identifies the airspace and location of the skywalk, its construction, lists any conditions or exceptions, ~~((and))~~ promises the applicant will fully indemnify and hold harmless the City, its officers, agents, and employees against all losses or liabilities for any

personal injury or property damage to any person or entity occasioned by the issuance of the skywalk permit or enjoyment of permit privileges, and provides for the method(s) of termination of the agreement, subject to the limitations stated in SMC 12.02.0505.

- B. No agreement between any private parties shall in any way bind or estop the city council from exercising its discretion to grant or deny permission for an interblock connection to the pedestrian skywalk system on the basis of a full consideration of the best interests of the general public, and the municipal agreement shall so stipulate.
- C. The agreement shall also provide for limiting claims for compensation of disputes as provided herein. It shall provide that, upon revocation for cause as provided hereafter, the costs of removal by the City shall comprise a lien against the permittee's premises for all costs of removal, including reasonable attorney's fees if suit is initiated to compel removal. The agreement shall pledge full compliance with this article and any conditions imposed upon the permit.
- D. Agreements entered into pursuant to this section shall have a term of no more than 25 years.

**Section 2.** That section 12.02.0505 of the Spokane Municipal Code is amended to read as follows:

**Section 12.02.0505 Early Permit Termination – Compensation**

- A. ~~((In the event the city council determines that the skywalk privileges granted under this article are needed by the City for public use prior to the expiration of any permit, then the City may terminate the permit upon ninety days notice to the permittee in writing.))~~Each skywalk agreement executed pursuant to SMC 12.02.0430 shall (i) be in the nature of a permit, and (ii) shall include language describing the terms upon which the agreement may be terminated, including, without limitation, public convenience or need for use of the public right of way. In the event of such ((event))termination, the City will cause the skywalk to be removed from the public airspace at its own cost and expense.
- B. The City will compensate the permittee for the loss of the use of the skywalk because of this section for the remainder of the term of the permit on the basis of the actual construction cost amortized over the entire term of the permit.
- C. By accepting this permit and/or exercising the rights granted hereunder, the permittee and his successors, designees and assignees, and all adjoining property owners given access to the skywalk system, must agree to limit all claims for compensation to a proportionate sum to be derived under the method set forth hereinabove for determining the amount of just compensation for the loss of the use of the pedestrian skywalk, and that method shall be the sole and exclusive method for measuring the total damages and just compensation to

private property resulting from such an exercise of the eminent domain power or other powers and rights by the City of Spokane.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



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

02/26/2018

Date Rec'd

2/6/2018

Clerk's File #

ORD C35593

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BEN STUCKART 6256269

Project #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 REALITY-BASED POLICE SHOWS

Agenda Wording

An ordinance relating to reality-based police show program filming; enacting a new chapter 10.56 to the Spokane Municipal Code.

Summary (Background)

This ordinance: Acknowledges that most reality-based police shows over-represent incidences of violent crime, over-represent minorities and people of color as perpetrators of crime, misrepresent people suffering from mental illness as perpetrators of crime, and over-represent the number of crimes that get resolved, requires business registrations for entities engaging in reality-based police shows, gives City of Spokane employees opportunity to decline participation in the shows.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Public Safety - 2/5

Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasingCITY COUNCIL

MCDANIEL, ADAM



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This ordinance gives the City the opportunity review footage and prevent its broadcast. This ordinance also creates insurance requirements for reality-based police shows embedding with City employees

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

Distribution List


## **ORDINANCE NO. C35593**

An ordinance relating to reality-based police show program filming; enacting a new chapter 10.56 to the Spokane Municipal Code.

**NOW, THEREFORE,** the City of Spokane does ordain:

**Section 1.** That there is enacted a new chapter 10.56 of the Spokane Municipal Code to read as follows:

### **Chapter 10.56 Reality-Based Police Shows**

#### **Section 10.56.005 Legislative Findings; Purpose and Intent**

- A. The City of Spokane finds that reality-based police shows create a financial gain by using the images of private individuals for profit when those individuals are in extreme distress and may not be capable of providing their consent for the exploitation of their actions, image, or likeness for the profit of the production and distribution entities.
- B. The City finds that studies of reality-based police shows find that they often over-represent incidents of violent crime, over-represent minorities and people of color as perpetrators of crime, misrepresent people suffering from mental illness as perpetrators of crime, and over-represent the number of crimes that get resolved.
- C. The City of Spokane intends to legislate to ensure that City police personnel do not allow private entities to profit from the inability of subjects of police involvement to consent to the use of their image, and to ensure that the City of Spokane and its efforts to address criminality are accurately represented.

#### **Section 10.56.010 Definitions**

- A. "Broadcast" means to communicate or transmit any content, including audio or video programming, to recipients over a communication network.
- B. "Consent" means a knowing, voluntary, and informed written waiver indicating the willingness of a person shown in video captured by a reality-based police show and obtained prior to the broadcast of such video. A person who is mentally incapacitated as defined in this chapter is incapable of providing the consent required by this chapter.
- C. "Footage" means any raw, unedited material filmed or recorded by a film or video camera.
- D. "Mentally incapacitated" means any condition existing at the time the person signs a release which prevents a person from understanding the nature or consequences of consenting to the broadcasting or distribution of this footage whether that condition is produced by illness, defect, the influence of a substance or from some other cause.

- E. “Reality-Based Police Show” means any nationally televised or nationally distributed digital program that temporarily embeds camera crews with law enforcement personnel for the purpose of documenting and publishing law enforcement interactions with people within the city of Spokane, regardless of whether the law enforcement personnel are Spokane Police Department or Spokane County Sheriff’s Department personnel.

#### **Section 10.56.020 Business Registration Required**

All businesses engaging in filming, developing, publishing, producing, or distributing reality-based police shows featuring footage filmed within the city of Spokane or filmed while embedded with law enforcement personnel shall obtain a business registration pursuant to chapter 08.10, SMC.

#### **Section 10.56.030 Consent Required**

- A. Reality-based police shows shall not publish, produce, broadcast, distribute or make publicly available any footage of any person within the city of Spokane without first receiving written consent from all persons in the footage.
- B. Mentally incapacitated individuals are, for purposes of this chapter, incapable of providing the consent required.

#### **Section 10.56.040 Interaction with City of Spokane Employees**

- A. While “embedded” and participating in law enforcement business, all reality-based police show participants shall obey the commands and directions of all Spokane Police Department and City of Spokane employees.
- B. All City of Spokane employees shall have the option of refusing to participate in the filming of reality-based police shows. No City of Spokane employee shall participate in the filming of reality-based police shows without obtaining the prior written approval of the Chief of Police or the City Administrator.

#### **Section 10.56.050 Opportunity for Review**

- A. All reality-based police show footage filmed within the City of Spokane which includes City of Spokane employees shall be made available to the City of Spokane immediately upon request.
- B. The Spokane Police Department shall review all reality-based police show footage that includes City of Spokane employees which is to be made publicly available prior to broadcast to ensure accuracy, compliance with Spokane Police Department policies and procedures, protection of the public trust, and compliance with this chapter.
- C. The City of Spokane reserves the right to remove, revise, or prevent any content from being broadcast by a reality-based police show that includes City of Spokane employees.

**Section 10.56.060 Insurance Required**

- A. All entities engaging in the development, production, filming, or distribution of reality-based police shows in the City of Spokane shall provide to the City of Spokane Certificate(s) of Insurance (“COI”) as evidence of General Liability coverage in the amount not less than \$1,000,000 (one million dollars) for each occurrence.
- B. The City of Spokane shall be named as an additional insured on the entity engaging in reality-based police shows which films City of Spokane employees, which shall be up to a minimum of \$1,000,000 (one million dollars).
- C. The insurance of the entity engaging in reality-based police show filming of City of Spokane employees shall be the primary insurance with respect to the City of Spokane, Spokane Police Department, and City of Spokane employees.

**Section 10.56.070 Penalties**

- A. Any violation of this chapter is a class 1 civil infraction.
- B. Each broadcast or download of footage that includes persons who have not executed a valid consent is a separate violation subject to a separate penalty.
- C. Nothing in this law pre-empts or otherwise waives any additional claims for damage for invasion of privacy or other violations of civil or statutory law.

**Section 10.56.080 Severability**

If any court of law determines that any particular provision of this chapter is void or of no legal effect, the offending provision(s) shall be deemed struck from this chapter and the remainder of the chapter shall continue in force unaffected.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

POLICY MEMO  
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August 3, 2017

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TO: Ben Stuckart, President – Spokane City Council  
Lori Kinnear – Chair, Spokane City Council Public Safety Committee  
Breean Beggs – Member, Spokane Regional Law & Justice Council  
Brian McClatchey – Spokane City Council Policy Adviser

FR: Adam McDaniel, Senior Executive Assistant to the Council President

Subject: Spokane Police Department Participation in “Reality-Based” Police Television Programs

**City of Spokane Agreement Background**

The Spokane Police Department entered into an open-ended agreement on December 14, 2016, with Langley Productions (LP) to produce Spokane-based episodes of the reality-based police television program COPS<sup>1</sup>. COPS is a reality-based television program that embeds camera crews with police units during patrols and other police activities (COPS, n.d.). The Spokane City Council did not approve this agreement, nor has policy regarding the City of Spokane’s participation in reality-based police television programs ever been developed. Although Langley Productions is doing business in the City of Spokane, they do not have a business license.

The Spokane Police Department has final determination in what footage is provided to Langley Productions (LP) and, thus, the ability to remove or revise portions of the segment (Letter of Understanding between Langley Productions and Spokane Police Department, 2016). Citizens have a right to not be filmed. Section 4 of the Spokane Police Department’s Letter of Understanding with Langley Productions (LP) reads: “LP recognizes that some officers and citizens may refuse to be filmed and that the Department has no obligation to compel to do so. LP agrees that all filming of Department personnel will be undertaken with the employees’ consent and that no employee will be compensated by LP for any time, effort or cooperation expended on the program” (Letter of Understanding between Langley Productions and Spokane Police Department, 2016). Citizens must provide consent via release forms to have their faces shown on the program. However, a teenage suspect accused program producers of coercing him to sign the release forms (Vlahos, 2013). Importantly, there are no enumerated protections or guidelines in the letter of understanding for citizens suffering from diagnosed mental illness, victims of domestic violence, or minors.

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<sup>1</sup> Attachment 2

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**Review of the Literature**

Sociologists and criminal justice experts find empirical evidence that reality-based police television programs, such as COPS and Live PD<sup>2</sup>, misrepresent law enforcement and crime by:

- Over-representing violent crime
- Over-representing minorities as the perpetrators of crimes
- Over-representing the number of crimes that reach resolution

Reality-based police television programs also misrepresent people suffering from mental illness, stigmatize drug abuse and alcoholism, and serve as a negative and damaging national advertisement of our city and region<sup>3</sup> (Ho Shon & Arrigo, 2007, pp. 75-76).

Multiple academic studies find that reality-based police television programs over-represent violent crime. A 1991 study by Dr. Mary Beth Oliver from the University of Wisconsin found that violent crimes represented 87% of the crime portrayed on reality-based police shows; although FBI statistics classified only 13% of all crimes as violent (Oliver, 1991). This over-representation of violent crime is significant. A study on television violence by Gerbner and Gross explained how television violence can impact society’s view of authority, law enforcement, and use of force: “Ritualized displays of violence (such as in crime and disaster news, as well as in mass-produced drama) may cultivate exaggerated assumptions about the extent of threat and danger in the world and lead to demands for protection. What is the net result? A heightened sense of risk and insecurity (different for groups of varying power) is more likely to increase acquiescence to and dependence upon established authority, and to legitimize its use of force” (Gerbner & Gross, 1979). As Gerbner and Gross point out, the portrayal of violence leads society to exaggerate general risk of violence. This, combined with the over-representation of minorities as perpetrators in reality-based police television programs, portrays a warped view of crime, and a local police jurisdiction complicit in that warped view.

The same Oliver study found that “white characters on ‘reality-based’ police shows were more likely to be portrayed as police officers than perpetrators of crimes; whereas, black

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<sup>2</sup> LivePD provides “live access inside a variety of the country’s busiest police forces, both urban and rural, and the communities they patrol on a typical night. Viewers are encouraged to post their comments about what they witness throughout the night on Facebook and Twitter” (A&E, n.d.)

<sup>3</sup> See Twitter national Twitter reaction to a Spokane County Live PD episode as attachment 1.

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and Hispanic characters were more likely to be shown as criminals than police officers” (Oliver, 1991). A 2007 analysis of the television show COPS by Elizabeth Monk-Turner, published in the *Internet Journal of Criminology*, found similar results (Monk-Turner, 2007). Academics like Oliver and Monk-Turner have argued that reality-based police shows perpetuate the myth that African-American men commit more crimes than others (Monk-Turner, 2007). As the Monk-Turner study points out, “If one based their understanding of crime, law and law enforcement on ‘reality’ television, one would believe that virtually all police officers are white men. They would also believe that black men committed most crimes as well as the most serious ones” (Monk-Turner, 2007, p. 11). This warped depiction of crime in American society furthers explicit and implicit bias.

The disproportionate representation of African-Americans in reality-based police television programs is also shown to reinforce negative stereotypes. A 2002 study published in the *Journal of Criminal Justice* found that “for White male viewers, the predominance of White male officers on ‘reality’ police programs might create an ‘affinity’ with images of law enforcement and the law-and-order perspective advocated on ‘reality’ police programming. In contrast, African Americans on ‘reality’ police programs were disproportionately depicted as criminals in comparison to law enforcement officials, and women were almost completely absent from these programs, except as an occasional victim. As ‘affinity’ with law enforcement officials thus was less likely for these groups, and it was not surprising that watching ‘reality’ police programs was unrelated to confidence in the police among African American respondents” (Britton, Gertz, Blackwell, & Chiricos, 2002, p. 337).

The City of Spokane is actively trying to address its own disproportionate police contacts with minorities (Byrnes & Arleth, 2017). We must reflect on the City’s participation in “reality-based” police television programs that over-represent people of color as perpetrators of crime. Do programs such as these help the City of Spokane address this existing issue?

Studies also show a law enforcement clearance rate (number of crimes solved or charges laid) that is unrealistic (Oliver, 1991). Prosise and Johnson write in *Law Enforcement and Crime on Cops and World’s Wildest Police Videos: Anecdotal Form and the Justification of Racial Profiling* that, “Because these reality TV programs all but eliminate examples of police-suspect interactions that do not result in arrest or evidence of a more serious crime, the anecdotal form implies that police suspicions are always correct and thus the [pretextual] stops are invariably legitimate, simply products of good police work that makes society safer” (Prosise & Johnson, 2004, p. 85). They continue that, “because the programs under [their] study here show only successful stops, searches, seizures, and arrests, and many of these suspects are minority males, the programming sends a clear but disturbing message: stopping minority drivers or pedestrians when police notice minor traffic infractions or anomalies in behavior, such



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as possessing out of state plates, or because they are ‘acting squirrely,’ or because they are ‘acting suspicious or something,’ is appropriate because it invariably leads to incarceration of serious criminals” (Prosise & Johnson, 2004, p. 86).

This skewed depiction of law enforcement has many civil liberty leaders, including Tim Lynch, the former Director of the Cato Institute’s Project on Criminal Justice, sounding the alarm. Tim Lynch explained, “the audience is led to believe that they’re getting a fair peek at ‘real policing,’ but they don’t realize they’re seeing a distorted picture” (Vlahos, 2013). Even John Langley, creator of COPS, alluded to this distorted picture in an interview with the *Ft. Worth Star-Telegram*: “We look for the most proactive cops. If a guy is chasing down crime, that’s where we are going to get the best shows. If a guy spends his time in doughnut shop, all you’re going to see is a lot of doughnuts” (Smith, 1993). More frighteningly, some law enforcement professionals believe that “reality-based” police shows like COPS portray officers “routinely violating the Fourth Amendment” (Vlahos, 2013).

### **The Argument Against Spokane Participation**

“Reality-based” police programs are designed to entertain (often comically) and thrill viewers by exposing and exploiting criminal suspects in their worst moments without the ability to see the involvement of further jurisprudence. “Reality-based” police programs are not created to educate the public on Spokane Police Department policies and procedures, nor do they enlighten the viewer about the complicated and systemic causes of crimes such as social, health, environmental, and economic conditions. Prosise and Johnson explain eloquently and simply the minimization of the citizen’s point of view in “reality-based” police programs: “Whereas police are humanized through the use of actual names and portrayed as courageous defenders against the hordes of the criminally insane, the voice of the citizen-suspects is given little credibility” (Prosise & Johnson, 2004).

### **Recommendations for Consideration**

There is overwhelming empirical and anecdotal evidence that participation in “reality-based” police shows has a negative effect. The Spokane City Council should consider the following:

- Should an ordinance be adopted to prevent City of Spokane participation in “reality-based” police shows such as COPS and Live PD? If so, are there legal ramifications involving our current open-ended agreement with Langley Productions (COPS)? Are there any other agreements with “reality-based” police shows of which the Spokane City Council is unaware?

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- If a blanket prohibition on “reality-based” police show participation is unattainable, should an ordinance be adopted to require Spokane City Council approval for participation in any “reality-based” police series?
- Any legislation developed for “reality-based” police shows should consider (and minimize) impacts on Spokane Police Department Policy 319 *Citizen Observation of Officer Activities* (Spokane Police Department, 2017, pp. 109-110) Policy 346 *News Media Relations* (Spokane Police Department, 2017, pp. 191-193), Policy 410 *Ride-Along Policy* (Spokane Police Department, 2017, pp. 272-275), Policy 463 *Public Recording of Law Enforcement* (Spokane Police Department, 2017, pp. 340-341)

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Tweets about a recent LivePD filming in Spokane County with the Spokane County Sheriff's Department – ATTACHMENT 1

••••• AT&T

7:49 AM

<

Tweet

+

DEPLORABLE Amy  
@staggs1969

Look guys, finally Spokane has something besides apartments....  
[#LivePD](#)  
7/29/17, 6:17 PM

Chad Phillips  
@theCRP512

So according to [#LivePD](#) , Spokane County Washington, is preeeeetty ratchet.  
7/29/17, 3:50 PM

Rational Minded @RationalMind81 · 13h  
Replying to @staggs1969  
And or a domestic dispute.

Kayla Ferrell  
@kaylamferrell

[#livepd](#) i feel like all the weird ppl are in spokane county.....  
7/29/17, 6:28 PM  
4 Likes

Melissa @BtfulGreenIs · 13h  
Replying to @kaylamferrell  
Yes! I was saying that last night! They're all crazy over there! 😂

Kayla Ferrell @kaylamferrell · 13h  
I kinda wanna go there just to see all this crazy shit happen 😂

Judith WV  
@1989Wildcat

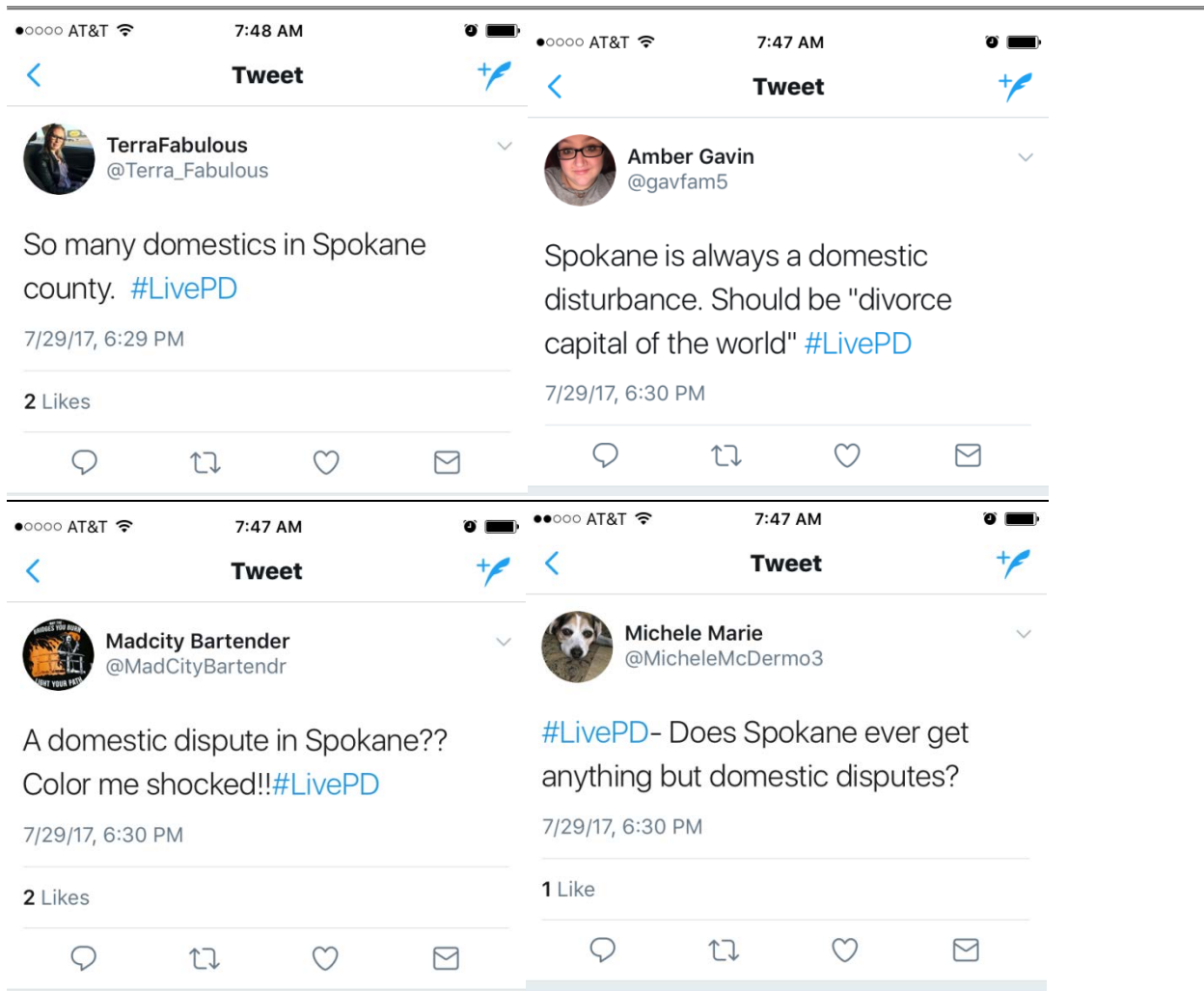
[#LivePD](#) Spokane and domestic???  
Nothing new.  
7/29/17, 6:29 PM  
1 Retweet 4 Likes

Kellie @KellBellz1105 · 13h  
Replying to @1989Wildcat  
I feel like all we see is Spokane is domestics 😂 I love it 😂

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••••• AT&T 7:46 AM


< Tweet +

 Mike  
@hittheroadmikey

These classy people of Spokane at its finest [#LivePD](#)

••••• AT&T 7:46 AM

< Tweet +

 Hannah Leckey  
@Havnhan24

Spokane County seems to have the most domestic disputes. [#LivePD](#)

7/29/17, 6:31 PM

1 Like


Oh, I'm not that classy.

7/29/17, 6:32 PM

7 Likes

••••• AT&T 7:43 AM

< Tweet +

 Doug Staton  
@skip\_doug


[#LivePD](#) Spokane...home of Drugs and Domestics.

7/29/17, 7:08 PM

2 Likes

••••• AT&T 7:43 AM

< Tweet +

 Mike Hunt  
@Rustycagenail

Spokane is the white trash capital of the northwest [#LivePD](#)

7/29/17, 7:08 PM

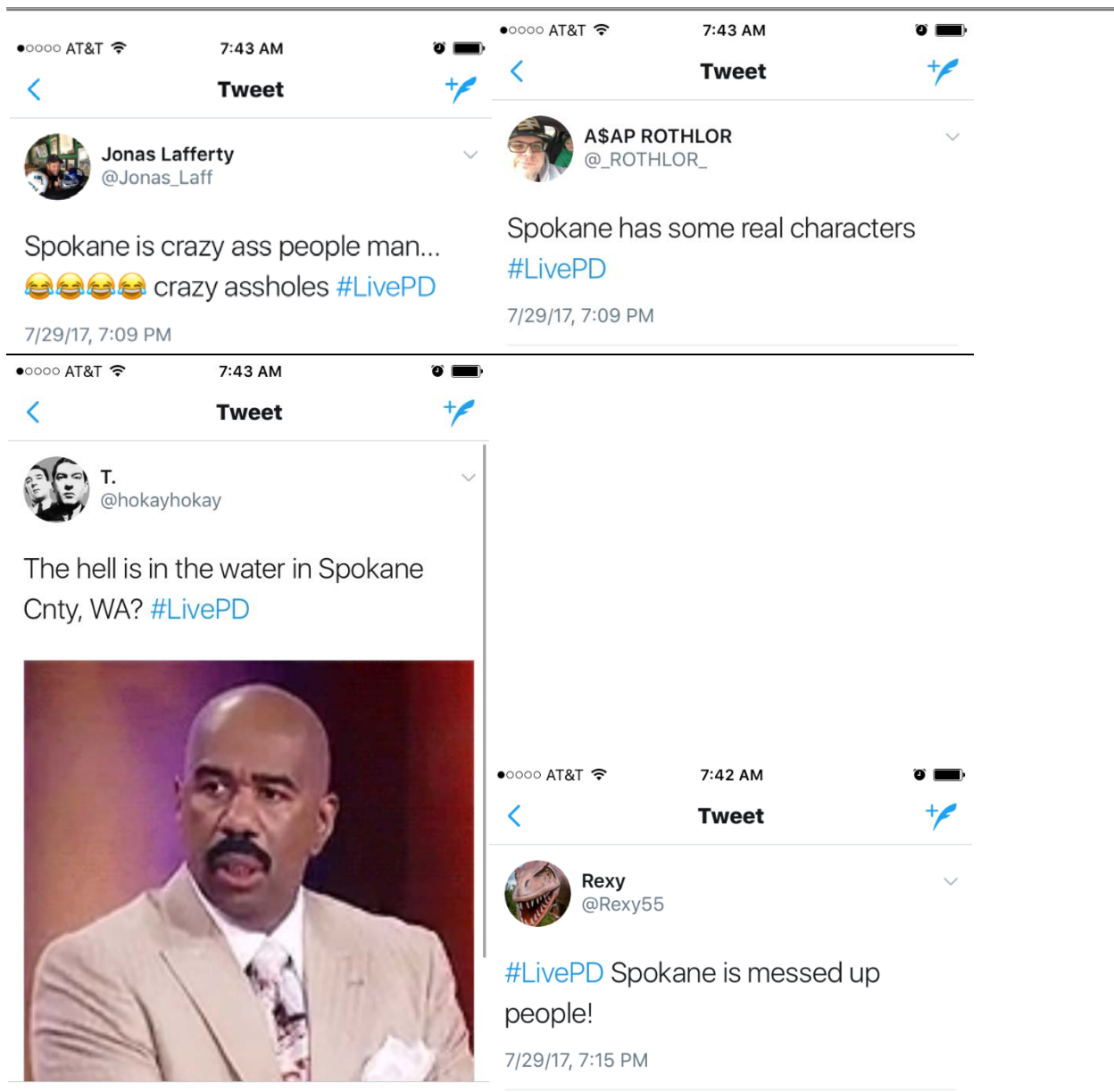
2 Likes

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●●○○○ AT&T 7:42 AM

 Tweet 



**Erin Lukas**  
@mserin0114


Spokane must have a bad drug problem [#LivePD](#)

7/29/17, 7:15 PM

1 Like

●●○○○ AT&T 7:41 AM

 Tweet 



**Shawn**  
@Copyright\_1984


[#livepd](#) Spokane have hella issues!

7/29/17, 7:16 PM

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●●○○○ AT&T 7:41 AM



 Tweet 


**KharmynBaby**  
@KharmynBaby

Hubs said "I don't think I want 2 visit Spokane @ seeing this! This is NOT helping their tourism!" Spoken like a true tourism guy! [#LivePD](#)

7/29/17, 7:52 PM from Lewisville, TX

●●○○○ AT&T 7:40 AM

 Tweet 

**Ron DiBona**  
@evildeadron



Spokane seems to be full of classy people [#LivePD](#)


7/29/17, 8:20 PM

1 Like

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●●○○○ AT&T 7:40 AM



 Tweet 


**Pet Czar**  
@PetCzar

Spokane needs some hygiene, to put it nicely. [#LivePD](#)

7/29/17, 8:20 PM

●●○○○ AT&T 7:39 AM

 Tweet 

**Sarge 4 Tide**  
@sarge4tide

Spokane might be the Bad ink Capital of the USA [#LivePD](#)

7/29/17, 8:21 PM


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7:39 AM

**Tweet**

 **Anonymous Covfefe**  
@Hockey\_Pro\_Guru

Wow! If heroin & Meth were lethal  
Poisons the Population of [#Spokane](#)  
would drop to 300 total.... [#Liberal](#)  
Leadership at it's best! [#LivePD](#)




7/29/17, 8:21 PM


3 Likes

7:39 AM

**Tweet**

 **Goriller**  
@allRize99


The Spokane Skelton [#livePd](#)



---

7:38 AM

**Tweet**

 **Im1CrazyCow/Bobby**  
@Im1CrazyCow


[#LivePD](#) I'm glad Spokane has some  
of the Crack whores living up there  
now we kicked out of FL, we have  
enough 2To fill our prisons 3 times

7/29/17, 8:45 PM

1 Retweet 1 Like

7:38 AM

**Tweet**

 **My Nutsack**  
@MySweatyNutsack

This looks like an episode of Real  
White Trash of Spokane County  
[#LivePD](#)

7/29/17, 8:47 PM

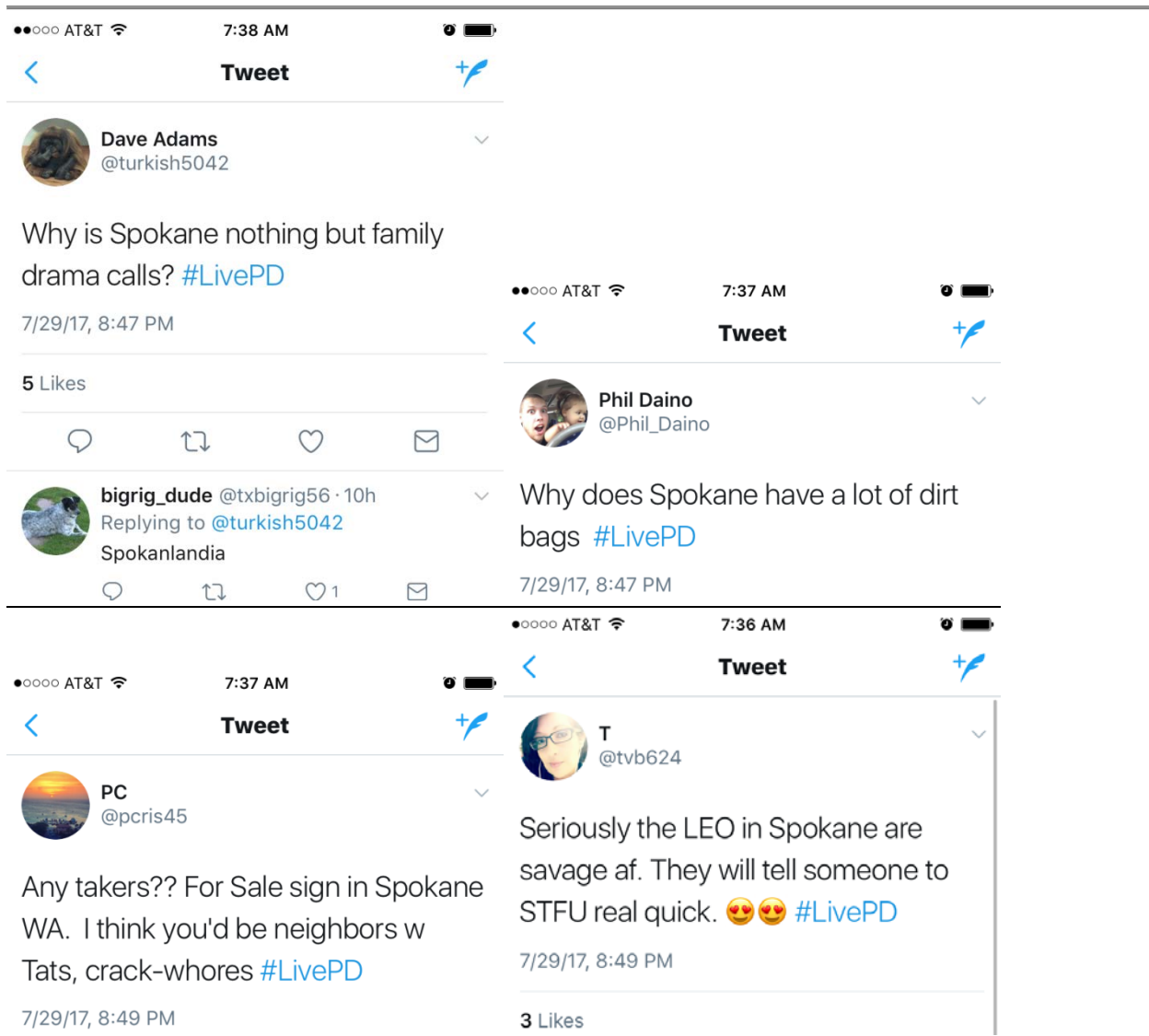
5 Likes

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●●○○○ AT&T 7:35 AM


< Tweet +

**Bill Sutterfield**  
@bsutter10

I'm convinced only 10 people live in  
Spokane #LivePD

7/29/17, 8:56 PM

1 Like



**Mr. Jackpots** @drryanbohannon · 10h  
Replying to @bsutter10  
I was just thinking that.

 1 

●●○○○ AT&T 7:35 AM

< Tweet +

**Russ Duszak**  
@illiniruss

#LivePD Not exactly a chamber of  
commerce kinda day in Spokane  
today.

7/29/17, 8:57 PM

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●●○○○ AT&T 7:34 AM

< Tweet +

**Jill**  
@rjt0726

Spokane County- home of domestic  
violence and bounce back calls!  
@OfficialLivePD #LivePD

7/29/17, 8:57 PM

1 Like

●●○○○ AT&T 7:34 AM

< Tweet +

**Robert**  
@420gobills

#LivePD more trash in spokane if you  
touch me one more time lady 😂😂  
😂😂😂😂😂😂😂😂😂😂😂😂😂😂

7/29/17, 8:57 PM

1 Retweet 1 Like

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●●●●● AT&T 7:33 AM

< Tweet +

●●●●● AT&T 7:33 AM


< Tweet +

 **StoicLion**  
@StoicLion1973

I love Seattle with everything but  
Spokane on [#LivePD](#) right now 🙄  
[#nevergoingthere](#)  
7/29/17, 8:58 PM  
1 Like

●●●●● AT&T 7:32 AM


< Tweet +

 **bigrig\_dude**  
@txbigrig56

[#LivePD](#) that's it I'm moving to  
Spokane I will look normal there.  
7/29/17, 8:58 PM  
3 Likes

●●●●● AT&T 7:30 AM


< Tweet +

 **Michael Brian**  
@MikeMathia

Well. [#LivePD](#) today I learned that I will  
never ever move to Spokane. Also  
can definitely cross off [#WhiteTrash](#)  
and [#Obama](#) off [@LivePDBingo](#)  
7/29/17, 8:59 PM from Belton, MO  
3 Likes

●●●●● AT&T 7:31 AM

< Tweet +

 **DEPLORABLE Amy**  
@staggs1969


Reference to Spokane...isnt meth a  
wonderful thing???? [#LivePD](#)  
7/29/17, 8:58 PM

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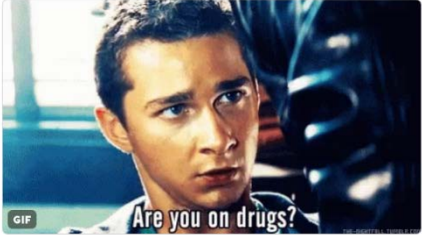
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**Erikalonglegs&clutsy** @LongLeg... · 10h  
Everyone in Spokane on [#livePD...](#)



2 Likes

7:27 AM

**Tweet**




**Britany**  
@Bk\_b1117

Im never moving to Spokane [#LivePD](#)

7/29/17, 9:02 PM

2 Likes

---



**Me**  
@pinkdreamer2015


Seriously??!! What is in the air in Spokane???! She really needs help it's sad. [#LivePD](#)

7/29/17, 9:13 PM

1 Like

7:27 AM

**Tweet**



**heather gallimore**  
@mrshgallimore

Spokane and their domestic violence disputes. 🙄 [#LivePD](#)

7/29/17, 9:16 PM

2 Likes

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●●●●● AT&T 7:27 AM





[Tweet](#)

**Karla**  
@KSinCFL

OMG I feel bad for ALL the [#Spokane](#) officers, they're expected to be social workers. [#LivePD](#) WTH is wrong w/ that place?


7/29/17, 9:48 PM

3 Retweets 8 Likes



●●●●● AT&T 7:27 AM

[Tweet](#)

**† Snyder™**  
@OuroborosSnyder


Dude, is that the ghetto is Spokane County WA? Damn. [#LivePD](#)

7/29/17, 9:28 PM from [Lake Tapps, WA](#)

4 Likes

●●●●● AT&T 7:26 AM

[Tweet](#)

**Gina**  
@GlimpseofGina


I wonder how many calls those real estate agents are going to get on the house in Spokane. [#freeadvertising](#) [#LivePD](#)

7/29/17, 11:21 PM

5 Likes

●●●●● AT&T 7:26 AM

[Tweet](#)

**Indiana Geno**  
@Indianafortrump

Is everybody helpless, homeless and dirty in Spokane? [#LivePD](#)

7/29/17, 10:14 PM

4 Likes



POLICY MEMO

Spokane Police Department Participation in  
"Reality-Based" Police Shows

August 3, 2017

---


●●●●● AT&T

7:26 AM

0

<

**Tweet**



Marie!!!  
@MESchRadtke

That's the white ghetto in Spokane.  
🙄 #LivePD

7/29/17, 11:32 PM

2 Likes


●●●●● AT&T

7:25 AM

1

<

**Tweet**



Christian Warrior  
@FreeAllCaptives

Spokane seems to have a lot of  
repeat offenders within the three hour  
episodes. #LivePD

7/29/17, 11:56 PM

2 Likes


●●●●● AT&T

7:25 AM

0

<

**Tweet**



Eric Winter  
@EricWinter

#LivePD How are these two hookers.  
Are standards that low in Spokane.

7/29/17, 11:48 PM from Georgetown, IN

3 Likes


●●●●● AT&T

7:24 AM

1

<

**Tweet**



Pamela Nielsen  
@Pamnielsen

WTF is going on with this Spokane  
County DV call? So confusing! No  
matter what, seeing a child involved is  
heartbreaking. #LivePD

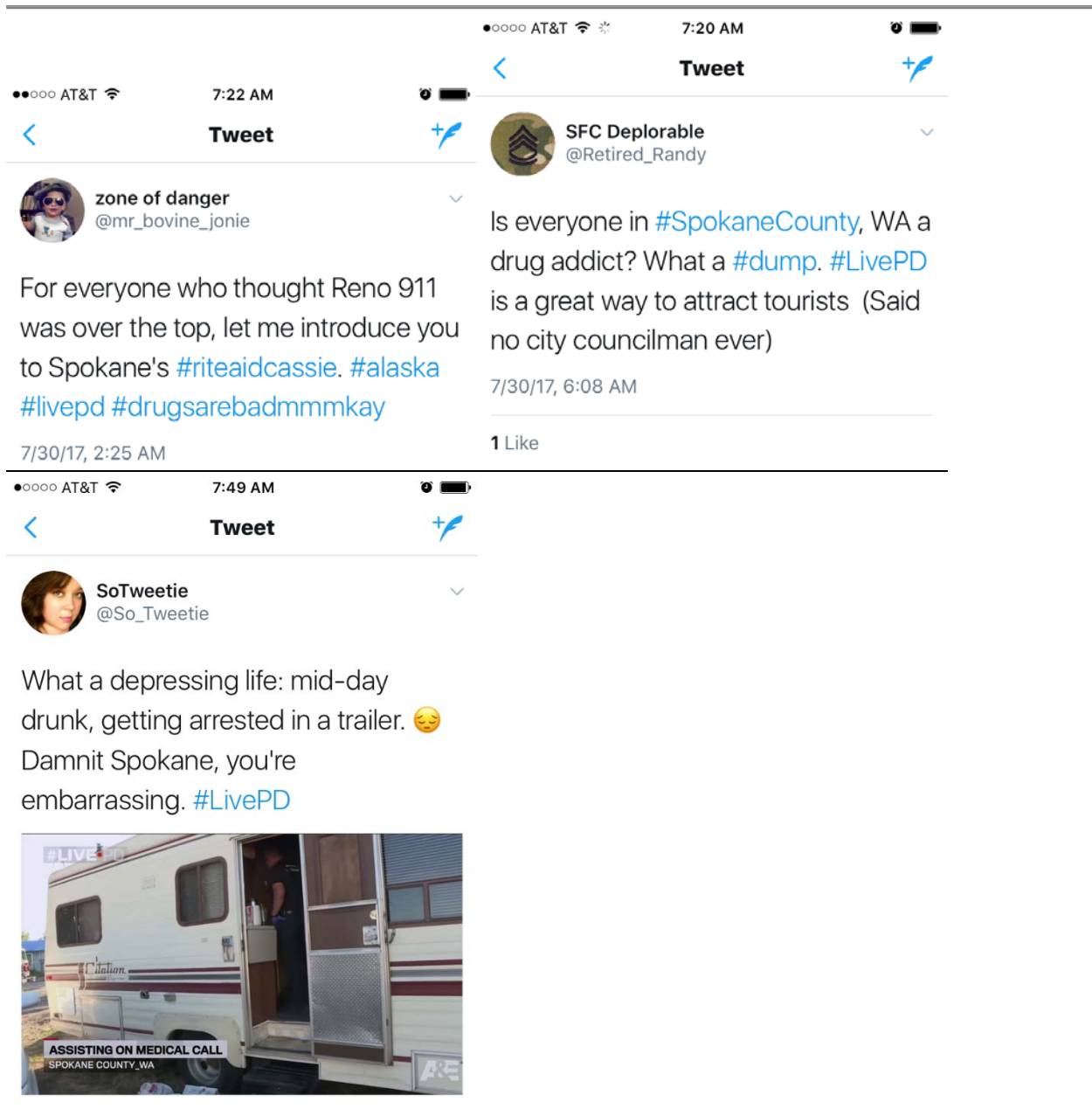
7/30/17, 12:21 AM

1 Like



POLICY MEMO

Spokane Police Department Participation in  
"Reality-Based" Police Shows  
August 3, 2017



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

02/26/2018

<u>Date Rec'd</u>	2/6/2018
<u>Clerk's File #</u>	ORD C35594
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	KAREN STRATTON 625-6291
<u>Contact E-Mail</u>	KSTRATTON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 - ORDINANCE REAFFIRMING SPOKANE HOUSING AUTHORITY FORMATION

**Agenda Wording**

An ordinance confirming the formation of the Spokane Housing Authority as a joint authority of the City, the County and the City of Spokane Valley.

**Summary (Background)**

The Spokane Housing Authority was formed in 1971. The City Council, City of Spokane Valley City Council, and Board of County Commissioners have determined there is a continuing need for a housing authority in the region. There is a need to update the ordinances and resolutions authorizing the formation of SHA to provide for the efficient governance of SHA and to allow expansion of SHA to areas not currently served.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u> PSCH, 2-5-2018
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	
<u>Additional Approvals</u>		
<u>Purchasing</u>		
<u>CITY COUNCIL</u>	MCDANIEL, ADAM	

## **ORDINANCE NO. C35594**

**AN ORDINANCE OF THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, CONFIRMING THE FORMATION OF THE SPOKANE HOUSING AUTHORITY AS A JOINT HOUSING AUTHORITY; PROVIDING FOR MATTERS REQUIRED PURSUANT TO RCW 35.82.300; REPEALING CERTAIN RESOLUTIONS; ADDING A NEW CHAPTER TO TITLE 6 OF THE SPOKANE MUNICIPAL CODE AND OTHER MATTERS RELATING THERETO.**

WHEREAS, The Washington Legislature, by enactment of Chapter 23, Section 4, of the Laws of 1939, as amended (currently codified as RCW 35.82.030), created in each city and in each county of the State a public body corporate and politic a housing authority of such city or county, as applicable. Such statute further provides that no such authority shall transact any business or exercise its powers under chapter 35.82 RCW until or unless the governing body of the city or the county, as the case may be, declares by resolution that there is need for an authority to function in such city or county. Pursuant to a resolution adopted by its City Council on December 13, 1971, the City of Spokane (City) declared a need for a housing authority to function within the City of Spokane, and named such housing authority as the "Housing Authority of the City of Spokane;" and

WHEREAS, There are unsanitary and unsafe inhabited dwellings located in the incorporated cities and towns within Spokane County (County), and in the unincorporated area of the County, as well as a shortage of safe and sanitary dwelling accommodations available at rents affordable to persons of low to moderate income and to senior citizens. These conditions constitute a threat to the health, safety and welfare of the residents of the County. It appears likely that substandard housing conditions cannot entirely be relieved by the private sector; and

WHEREAS, RCW 35.82.300 authorizes cities and counties to form joint housing authorities. To do so, the legislative authorities of one or more counties and the legislative authorities of any city or cities within any of those counties or in another county or counties must authorize the joint housing authority by ordinance, which ordinance is required to prescribe: (1) the number of commissioners of the joint housing authority, (2) the method for their appointment, (3) the length of their terms, (4) the method for their removal; (5) the election of officers of the joint housing authority; (6) the allocation of all costs of the joint housing authority; and (7) any other matters necessary for the operation of the joint housing authority; and

WHEREAS RCW 35.82.300(4) provides that a "joint housing authority shall have all the powers as prescribed by [chapter 35.82 RCW] for any housing authority" and that "[t]he area of operation of a joint housing authority shall be the combined areas, defined by RCW 35.82.020(6), of the housing authorities created in each city and county authorizing the joint housing authority;" and

WHEREAS, Pursuant to Resolution No. 01-83, adopted by the Spokane City Council on September 24, 2001, and Resolution No. 1-0752, adopted by the Board of County Commissioners on August 14, 2001, Spokane and the County authorized the formation of the "Spokane Housing Authority" (Authority) as a joint housing authority within the boundaries of Spokane and the unincorporated portions of the County. Pursuant to Resolution No. 03-047, adopted by the Spokane Valley City Council on September 23, 2003, the City of Spokane Valley (Spokane Valley) authorized the formation of the Authority as a joint housing authority within the boundaries of the Spokane Valley. The Board of County Commissioners and the Spokane City Council have further adopted resolutions delegating to the Spokane Valley Mayor the authority to appoint two of the Authority's commissioners, and increasing the number of Authority commissioners from five to six; and

WHEREAS, the City of Spokane City Council, City of Spokane Valley City Council, and Board of County Commissioners have determined there remains a continuing need for a housing authority within the Spokane region. There exists a need to update the ordinances and resolutions authorizing the formation of the Authority to provide for the efficient governance of the Authority and to allow expansion of the Authority to areas not currently served by the Authority; and

WHEREAS, the City Council of the City hereby declares there remains a continuing need for a housing authority to function in the City, and hereby reaffirms each and every previous declaration of such need by the City Council. The City Council hereby determines it is necessary and desirable to adopt an updated ordinance to provide for the efficient governance of the Authority and to allow expansion to areas outside of the City, Spokane Valley, and unincorporated areas of the County.

NOW THEREFORE, the City of Spokane, Washington, does ordains:

Section 1. That a new chapter is adopted to Title 6 designated as SMC 6.09 to read as follows:

<b>6.09.010</b>	<b>Finding of Necessity</b>
<b>6.09.020</b>	<b>Authorization of Authority</b>
<b>6.09.030</b>	<b>Commissioners</b>
<b>6.09.040</b>	<b>Bylaws</b>
<b>6.09.050</b>	<b>Officers, Agents and Employees</b>
<b>6.09.060</b>	<b>Allocation of Costs of the Authority</b>
<b>6.09.070</b>	<b>Assumption of Responsibilities</b>
<b>6.09.080</b>	<b>Deactivation of the Authority</b>
<b>6.09.090</b>	<b>Repeal of Certain Prior Acts</b>
<b>6.09.100</b>	<b>Ratification of Past Acts</b>
<b>6.09.110</b>	<b>Severability</b>
<b>6.09.120</b>	<b>Effective Date</b>

#### **6.09.010      Finding of Necessity**

Upon review of the information before it and in consideration of material provided to it, the City Council of the City makes the following determinations:

- a. The City Council hereby adopts the recitals set forth in this Ordinance;
- b. Access to safe, secure and affordable housing is important to the residents of the City, Spokane Valley and the County, collectively “the Community”.
- c. Access to this type of housing is increasingly difficult to many residents of The Community;
- d. The Spokane Housing Authority, with support from the Community has successfully undertaken many initiatives to provide more housing opportunities, but there is still an unmet need that can best be addressed by the collective approach of the Community.

#### **6.09.020      Authorization of Authority**

A joint housing authority (within the meaning of RCW 35.82.300), to be known as “Spokane Housing Authority”, is authorized by the City Council to be formed within the boundaries of the City.

#### **6.09.030      Commissioners**

The powers of the Authority are hereby vested in the Authority’s commissioners in office from time to time. The commissioners in office from time to time shall be referred to as the Authority’s “Board of Commissioners” (the Board).

##### **A.      Number**

The number of commissioners of the Authority shall be seven. Upon formation, one of the Authority’s commissioners shall be designated as the “Assisted Commissioner”, two of the Authority’s commissioners shall be designated as the “Spokane Commissioners”, two of the Authority’s commissioners shall be designated as the “Spokane Valley Commissioners”, and two of the Authority’s commissioners shall be designated as the “County Commissioners”.

##### **B.      Method for Appointment**

The Authority’s commissioners shall be appointed and re-appointed in the following manner:

1. Assisted Commissioner. The Assisted Commissioner shall be an individual who is directly assisted by the Authority (e.g. a resident of a housing project owned by the Authority, a recipient of Section 8 Housing Choice Voucher administered by the Authority) at the time such individual is appointed as the Assisted Commissioner. The Assisted Commissioner

shall be appointed by the Authority's Board. Such appointment shall be evidenced by a resolution of the Board, which resolution shall be retained by the Authority's Executive Director (as defined herein). Such resolution shall be conclusive evidence of the due and proper appointment of the Assisted Commissioner.

2. Spokane Commissioners. Each Spokane Commissioner shall be an individual who, at the time such individual is appointed or re-appointed as a Spokane Commissioner, is a resident of Spokane. Each Spokane Commissioner shall be appointed by the Mayor of Spokane and confirmed by the Spokane City Council. Such appointment shall be evidenced in writing by the Mayor and the Spokane City Council (or by the Spokane City Clerk reflecting action by the Spokane City Council), and transmitted to the Authority's Executive Director. Such writing(s) shall be conclusive evidence of the due and proper appointment of the Spokane Commissioner to which the writing pertains.
3. Spokane Valley Commissioners. Each Spokane Valley Commissioner shall be an individual who, at the time such individual is appointed or re-appointed as a Spokane Valley Commissioner, is a resident of Spokane Valley. Each Spokane Valley Commissioner shall be appointed by the Mayor of Spokane Valley and confirmed by the Spokane Valley City Council. Such appointment shall be evidenced in writing by the Mayor and the Spokane Valley City Council (or by the Spokane Valley City Clerk reflecting action by the Spokane Valley City Council) and transmitted to the Authority's Executive Director. Such writing(s) shall be conclusive evidence of the due and proper appointment of the Spokane Valley Commissioner to which the writing pertains.
4. County Commissioners. Each Spokane County Commissioner shall be an individual who, at the time such individual is appointed or re-appointed as the County Commissioner, is a resident of Spokane County (regardless of whether such individual resides in an incorporated city or town or in the unincorporated area of the County; however, they may not reside inside the City of Spokane or the City of Spokane Valley city limits). The County Commissioners shall be appointed by the Board of County Commissioners. Such appointment shall be evidenced in writing by the Board of County Commissioners (or by the Clerk of the Board of County Commissioners reflecting action by the Board of County Commissioners) and transmitted to the Authority's Executive Director. Such writing shall be conclusive evidence of the due and proper appointment of the County Commissioners.

C. Length of Terms

Each commissioner shall be appointed (or re-appointed) for a term of office of five years from the date such commissioner is appointed (or re-appointed, if applicable). At the end of a commissioner's term of office, the commissioner shall hold office until his or her successor has been appointed, unless sooner removed according to this Ordinance. Notwithstanding the foregoing, a person appointed as the Assisted Commissioner may serve in that position only as long as he or she is directly assisted by the Authority.

D. Method of Removal

1. The Assisted Commissioner may be removed for neglect of duty, or misconduct in office. Any such removal shall be evidenced in a resolution of the Board. The Assisted Commissioner shall be removed only after he or she shall have been given a copy of the charges by the Board Chair. Removal of the Assisted Commissioner requires a majority vote of the Board.
2. The Mayor of Spokane, with confirmation by the Spokane City Council, may remove a Spokane Commissioner for neglect of duty, or misconduct in office. A Spokane Commissioner shall be removed only after he or she shall have been given a copy of the charges by (or on behalf of) the Mayor of Spokane.
3. The Mayor of the City of Spokane Valley, with confirmation by the City of Spokane Valley City Council, may remove a City of Spokane Valley Commissioner for neglect of duty, or misconduct in office. A City of Spokane Valley Commissioner shall be removed only after he or she shall have been given a copy of the charges by (or on behalf of) the Mayor of the City of Spokane Valley.
4. The Chairperson of the Board of County Commissioners, with confirmation by the Board of County Commissioners, may remove a Spokane County Commissioner for neglect of duty, or misconduct in office. A Spokane County Commissioner shall be removed only after he or she shall have been given a copy of the charges by (or on behalf of) the Chairperson of the Board of County Commissioners.

E. Vacancies

A mid-term vacancy resulting from the death, resignation or removal of a commissioner shall be filled by the appointment of a replacement commissioner. The replacement commissioner shall be appointed in the manner set forth in Section 6.09.030(B)2. The replacement commissioner shall serve for the remaining stated term of the replaced commissioner; however, if the remaining term of the replaced commissioner is less than one year at the time the replacement commissioner is appointed, the replacement commissioner shall serve for a full five-year term (measured pursuant to Section 6.09.030 (C) of this ordinance).





#### G. Quorum

Four commissioners shall constitute a quorum of the Board for the purpose of conducting its business and exercising its powers and for all other purposes Action may be taken by the Board upon a vote of a majority of the commissioners present at the time such action is taken, unless in any case the bylaws of the Authority shall require a larger number.

#### H. Officers of the Board

The Board shall select from among its commissioners a Chair and a Vice Chair of the Authority, each of whom shall serve in such capacity until the Board appoints a successor.

#### I. Compensation

A commissioner shall receive no compensation for his or her services for the Authority, in any capacity, but he or she shall be entitled to the necessary expenses, including traveling expenses, incurred in the discharge of his or her duties as a commissioner.

#### J. Existing Commissioners

The commissioners in office on the effective date of this Ordinance shall continue to serve the respective terms, subject to removal pursuant to Section 6.09.030(D) of this Ordinance.

### **6.09.040 Bylaws**

The Board may adopt, and from time to time, may amend or restate, bylaws and other rules of operation for the Authority. Bylaws of the Authority must include provisions for annual, regular and special meetings of the Board. The Bylaws shall be consistent with this Ordinance and RCW Chapter 35.82.

### **6.09.050 Officers, Agents and Employees**

The Authority may employ an Executive Director of the Authority. If an Executive Director is employed, that individual also shall be Secretary of the Authority. The Authority also may employ technical experts and such other officers, agents and employees, permanent and temporary, as it may require, and shall determine their qualifications, duties and compensation. For such legal services as it may require, the Authority may employ its own counsel and legal staff. The Authority, acting through the Board, may delegate to one or more of its agents or employees such powers or duties as it may deem proper.

### **6.09.060 Allocation of Costs of the Authority**

- A. The Authority is and shall be solely responsible for all debts and operating expenses incurred in the operation of the Authority. No costs of the Authority shall be allocated to Spokane, Spokane Valley or the County. The obligations of the Authority shall not be a debt of Spokane, Spokane Valley, the County, the State of Washington or any political subdivision of the State of Washington (other than the Authority). Subject to Section 6.09.060(B) of this Ordinance, neither Spokane, Spokane Valley, the County, the State of Washington nor any political subdivision of the State of Washington (other than the Authority), shall be liable for the obligations of the Authority, nor in any event shall obligations of the Authority be payable out of any funds or properties other than those of the Authority.
- B. Nothing in Section 6.09.060(A) of this Ordinance shall prevent Spokane, Spokane Valley, the County, the State of Washington or a political subdivision of the State of Washington from providing assistance to the Authority, financial or otherwise, under the Housing Cooperation Law (chapter 35.83 RCW) or any other applicable law, or prevent the Authority from using any such assistance to pay obligations of the Authority.

**6.09.070      Assumption of Responsibilities**

The Authority assumed all of the contractual and financial liabilities for the Housing Authority of the City of Spokane, as such liabilities existed on the date the Authority became a joint housing authority under RCW 35.82.300.

**6.09.080      Deactivation of the Authority**

Upon deactivation of the Authority as provided by law, the assets of the Authority shall be applied and distributed pursuant to RCW 35.82.325. However, if the Housing Authority of the City of Spokane is reactivated at the time the Authority is deactivated, it shall be entitled to the return of all assets held by it prior to the organization of the Authority, and the Housing Authority of the City of Spokane shall assume all debts encumbering and/or associated with said assets.

**6.09.090      Repeal of Certain Prior Acts**

The City intends for this Ordinance to replace all prior authorizing actions and hereby repeals all prior official acts related to authorizing the Authority that are contrary to this Ordinance, including Resolution No. 03-047, and those actions shall have no further force and effect other than to evidence that the Authority was duly organized as a joint housing authority pursuant to RCW 35.82.300, and has operated as a joint housing authority at all times since September 24, 2001. Such repeal shall not be effective until the date this Ordinance and the other substantive provisions become effective.

**6.09.100      Ratification of Past Acts**

All acts heretofore taken by Spokane, Spokane Valley and the County to organize the Authority as a joint housing authority under RCW 35.82.300 are hereby ratified, confirmed and approved.

**6.09.110     Severability**

If any part of this Ordinance is declared unenforceable, invalid, or unconstitutional, such unenforceability, invalidity, or unconstitutionality shall not affect the enforceability, validity, or constitutionality of the remainder.

**6.09.120     Effective Date**

This Ordinance shall be in full force and effect on the later of (A) the date an ordinance substantially similar to this Ordinance takes effect as to Spokane under Article III, Section 19.B, of the Spokane City Charter; (B) the date an ordinance substantially similar to this Ordinance is enacted by Spokane Valley and the County, or (C) five days after the date of publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2018.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

BRIEFING PAPER  
CITY OF SPOKANE  
PUBLIC SAFETY AND COMMUNITY HEALTH COMMITTEE  
JANUARY 23, 2017

Subject:

AN ORDINANCE relating to changes in in the make-up of and appointment to the members of the Board of Commissioners of the Spokane Housing Authority (the "Authority").

Background:

The City Council of the City of Spokane created a housing authority in December of 1971. Over time Spokane County and the City of Spokane Valley became active in support of and in the activities and operation of the Authority. Therefore, the make-up of the Board of Commissioners of the Authority changed to include representation of these other partners. (There is no general fund revenue support of the Authority by any these entities to the operation of the Authority.) The Authority has issued debt and received grant and other funds to acquire housing for low income and disadvantaged individuals, manages these facilities and also administers the Section 8 HUD program in this region which provides for additional housing stock for those who qualify.

As changes were made in the make up the Board of Commissioners, there has developed some inconsistency in the governing documents of the two cities and Spokane County as they relate to the Authority. Attorneys for all three entities, in consultation with the Authority, have collaboratively drafted an Ordinance that will be presented to the Board of County Commissioners and the City Councils of the two cities for consideration and hopeful adoption.

The primary areas that will now be consistent in all three of the ordinances when adopted are:

- 1) The Board of Commissioners of the Authority will be able to deal with governance issues through By-Laws instead of being required to modify ordinances of three entities, allowing for more efficiencies in operation.
- 2) The ordinance provides that the two cities and the County will each appoint two members of the Board of Commissioners. Those six commissioners will then together appoint a seventh (identified as an "assisted commissioner" which is required by the Section 8 Housing Voucher Program). This will facilitate the Board of Commissioners operating at full strength).
- 3) Other housekeeping issues where confusion had previously been created are made consistent.

Impact:

Adoption of the Ordinance by all three jurisdictions will assist in providing a smooth and consistent operation of the Housing Authority which is an important operating entity for the entire region and provides affordable and quality housing to thousands of individuals and families in this region.

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

02/26/2018

<u>Date Rec'd</u>	2/15/2018
<u>Clerk's File #</u>	ORD C35595
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER
<u>Contact Name/Phone</u>	ELDON BROWN 625-6305
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	4700 - ORDINANCE FOR SHERIDAN AND RIVERSIDE STREET VACATION

**Agenda Wording**

Ordinance vacating Sheridan Street from the north right of way line of Riverside Avenue to twenty-five feet north of the north right of way line of Riverside Avenue. (East Central Neighborhood Council)

**Summary (Background)**

City Council considered the above vacation petition at its legislative session held January 22, 2018.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	WEST, JACQUE
<u>Division Director</u>	TRAUTMAN, HEATHER
<u>Finance</u>	DOVAL, MATTHEW
<u>Legal</u>	RICHMAN, JAMES
<u>For the Mayor</u>	SANDERS, THERESA*
<u>Additional Approvals</u>	
<u>Purchasing</u>	
<u>CITY COUNCIL</u>	MCDANIEL, ADAM

City of Spokane  
Planning & Development Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6300

## ORDINANCE NO. C35595

An ordinance vacating Sheridan Street from the north right of way line of Riverside Avenue to twenty-five feet north of the north right of way line of Riverside Avenue

WHEREAS, a petition for the vacation of twenty-five feet of Sheridan Street north of the north right of way line of Riverside Avenue has been filed with the City Clerk representing of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

That Sheridan Street from the north right of way line of Riverside Avenue to twenty-five feet north of the north right of way line of Riverside Avenue

is hereby vacated. Parcel number not assigned.



Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

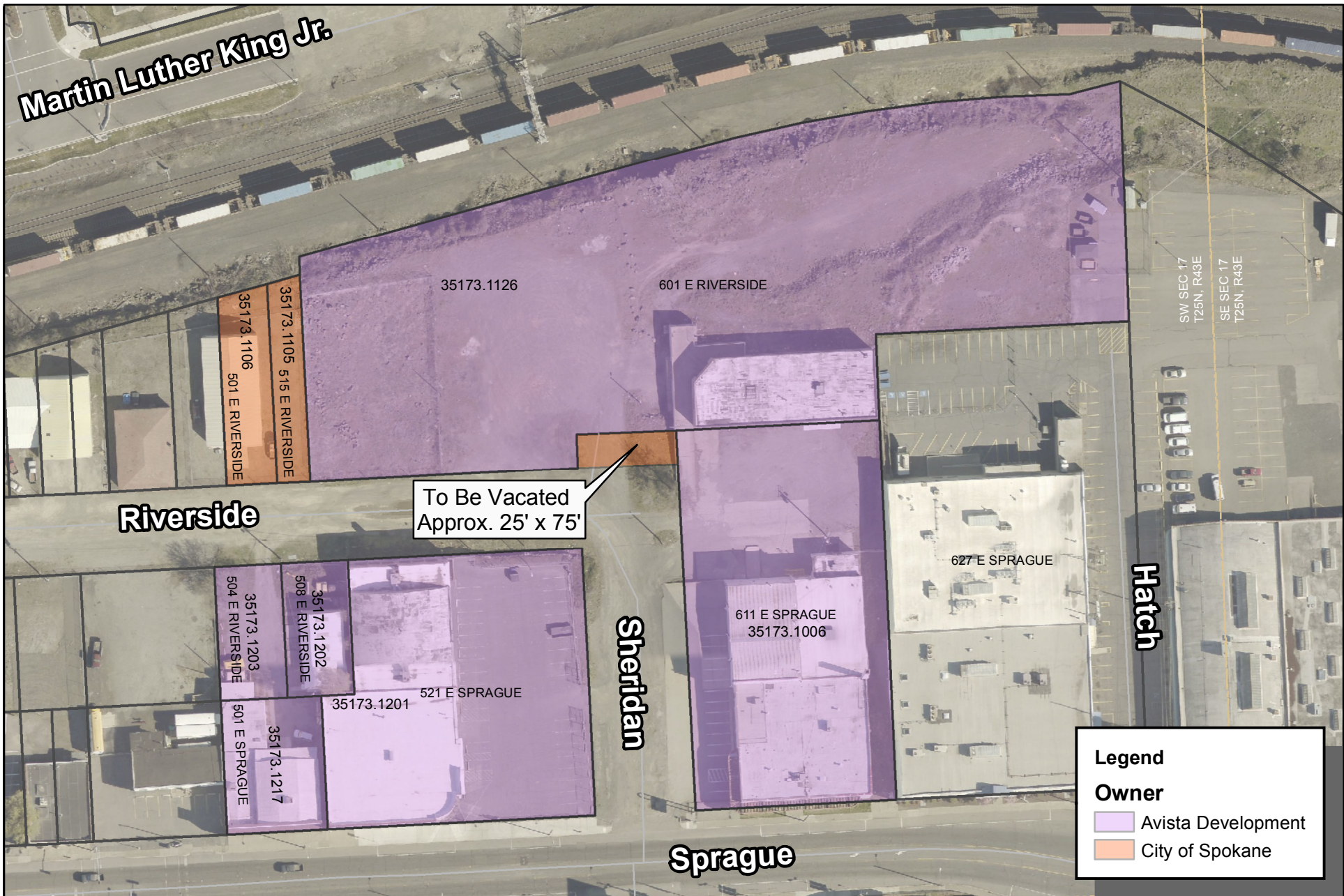
\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**Martin Luther King Jr.**

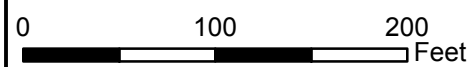


**Legend**

**Owner**

- Avista Development
- City of Spokane

Date: 09-14-2017



Avista Development  
South University District  
Catalyst Project



**CITY OF SPOKANE  
PLANNING & DEVELOPMENT**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT**  
October 24, 2017

**LOCATION:** Sheridan Street from the north right of way line of Riverside Avenue to 25 feet north of Riverside Avenue

**PROPONENT:** Avista

**PURPOSE:** Future development of the area

**HEARING:** February 26, 2018

**REPORTS:**

**AVISTA UTILITIES** – No comments (applicant)

**INLAND POWER** – No utility facilities within the proposed vacation area.

**COMCAST** – Comcast has facilities within the proposed vacation area. Retain easement.

**XO COMMUNICATIONS** – Vacation is good with CTL as long as facilities can be maintained.

**CENTURYLINK** – Retain easement.

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – No comments received.

**FIRE DEPARTMENT** – No objections.

**NEIGHBORHOOD SERVICES** – No comments received.

**PARKS DEPARTMENT** – No comments received.

**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** – Adequate emergency vehicle and refuse collection access and maneuvering shall be maintained to existing and future buildings.

**LONG RANGE PLANNING** – No comments received.

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – No objection.

**PLANNING & DEVELOPMENT – PLANNING** – No concerns.

**POLICE DEPARTMENT** – No comments received.

**SOLID WASTE MANAGEMENT** – No comments received.

**STREET DEPARTMENT – TRAFFIC OPERATIONS** – No comments received.

**WASTEWATER MANAGEMENT** – No objection provided onsite runoff be maintained and treated on site.

**WATER DEPARTMENT** – No comments received.

**BICYCLE ADVISORY BOARD** – No comments received.

**RECOMMENDATION:** That the petition be granted and a Vacating Ordinance be prepared subject to the following conditions:

1. An easement as requested by CenturyLink shall be retained to protect existing and future utilities.
2. Adequate emergency vehicle and refuse collection access and maneuvering shall be maintained to existing and future buildings.
3. Closure work shall be designed, approved by the City, and completed to City Standards.
4. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$9,374.95 and is to be deposited to Budget Account #3200 49199 99999 39510.
5. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 31, 2018.



Eldon Brown, P.E.  
Principal Engineer – Planning & Development

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

02/26/2018

Date Rec'd

2/15/2018

Clerk's File #

ORD C35596

Renews #Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #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

4700 - ORDINANCE FOR 7TH AND CHESTNUT STREET VACATION

Agenda Wording

Ordinance vacating a portion of 7th Avenue and Chestnut Street. (Cliff-Cannon Neighborhood Council)

Summary (Background)

City Council considered the above vacation petition at its legislative session held January 22, 2018.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

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Select \$

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Select \$

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Select \$

#

ApprovalsCouncil NotificationsDept Head

WEST, JACQUE

Study SessionDivision Director

TRAUTMAN, HEATHER

Other

P.C.E.D. 8/28/17

Finance

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Additional Approvals

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Purchasing

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CITY COUNCIL

MCDANIEL, ADAM

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

## ORDINANCE NO. C35596

An ordinance vacating a portion of 7<sup>th</sup> Avenue and Chestnut Street located north of the established 7<sup>th</sup> Avenue roadway west of Cannon Street further described in Section 1 below.

WHEREAS, a petition for the vacation of a portion of 7<sup>th</sup> Avenue and Chestnut Street located north of the established 7<sup>th</sup> Avenue roadway west of Cannon Street further described in Section 1 below has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That a portion of 7<sup>th</sup> Avenue north of the established 7<sup>th</sup> Avenue roadway west of Cannon Street along with a portion of Chestnut Street located north of 7<sup>th</sup> Avenue to the previous vacated Chestnut Street (Ordinance C17505) as further described:

A parcel of land located adjacent to Block 50 of the plat of CANNON'S ADDITION, recorded in Volume "B" of Plats, Page 52, in the Northwest Quarter of the Southeast Quarter of Section 24, Township 25 North, Range 42 East, Willamette Meridian, Spokane County, Washington, more particularly described as follows:

Beginning at the southwest corner of Lot 6, Block 50, of the plat of CANNON'S ADDITION, from which a point on the south line of Lot 4, Block 50, of the plat of CANNON'S ADDITION, bears North 89°00'36" East, a distance of 137.80 feet, as shown on Record of Survey, recorded in Book 158 of Surveys, Page 64, records of Spokane County, Washington;

Thence South 89°00'36" West, a distance of 51.36 feet to the west line of Block 8 of the plat of COEUR D'ALENE ADDITION TO SPOKANE, recorded in Volume "C" of Plats, Page 82;

Thence South 01°30'18" East along the west line of Block 8 of the plat of COEUR D'ALENE ADDITION TO SPOKANE, a distance of 42.36 feet;  
Thence leaving the west line of Block 8 of the plat of COEUR D'ALENE ADDITION TO SPOKANE North 72°18'36" East, a distance of 95.20 feet;

Thence North 80°16'21" East, a distance of 98.74 feet to the south line of Block 50 of the plat of CANNON'S ADDITION;

Thence South 89°00'36" West along the south line of Block 50 of the plat of CANNON'S ADDITION, a distance of 137.80 feet to the Point of Beginning;

Containing 3,354.9 square feet or 0.077 acres, more or less

is hereby vacated. Parcel number not assigned.

Section 2. An easement agreement with Avista Utilities is to be executed upon final reading of this ordinance.

Section 3. An easement, described below, is reserved and retained over and through a portion of the vacated area for the utility services of the City of Spokane for the construction, repair, and maintenance of existing and future utilities. The easement area more particularly described as:

A parcel of land located in and adjacent to Block 50 of the plat of CANNON'S ADDITION, recorded in Volume "B" of Plats, Page 52, in the Northwest Quarter of the Southeast Quarter of Section 24, Township 25 North, Range 42 East, Willamette Meridian, Spokane County, Washington, more particularly described as follows:

Commencing at the southwest corner of Lot 6, Block 50, of the plat of CANNON'S ADDITION, from which a point on the south line of Lot 4, Block 50, of the plat of CANNON'S ADDITION, bears North 89°00'36" East, a distance of 137.80 feet, as shown on Record of Survey, recorded in Book 158 of Surveys, Page 64, records of Spokane County, Washington;

thence South 89°00'36" West, a distance of 51.36 feet to the east line of Block 8 of the plat of COEUR D' ALENE ADDITION TO SPOKANE, recorded in Volume "C" of Plats, Page 82;

thence South 01°30'18" East along said east line of Block 8 of the plat of COEUR D' ALENE ADDITION TO SPOKANE, a distance of 36.98 feet to the **Point of Beginning**;

thence continuing South 01°30'18" East along said east line of Block 8 of the plat of COEUR D' ALENE ADDITION TO SPOKANE, a distance of 5.38 feet;

thence leaving the east line of Block 8 of the plat of COEUR D' ALENE ADDITION

TO SPOKANE North 72°18'36" East, a distance of 95.20 feet to a point from this point forward referred to as Point 'A';

thence North 80°16'21" East, a distance of 98.74 feet to the south line of Block 50 of the plat of CANNON'S ADDITION;

thence South 89°00'36" West along the south line of Block 50 of the plat of CANNON'S ADDITION, a distance of 27.36 feet;

thence leaving said south line of Block 50 of the plat of CANNON'S ADDITION, South 76°57'17" West, a distance of 71.82 feet to Point 'A';

thence South 75°27'50" West, a distance of 93.84 feet to the **Point of Beginning**;

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

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

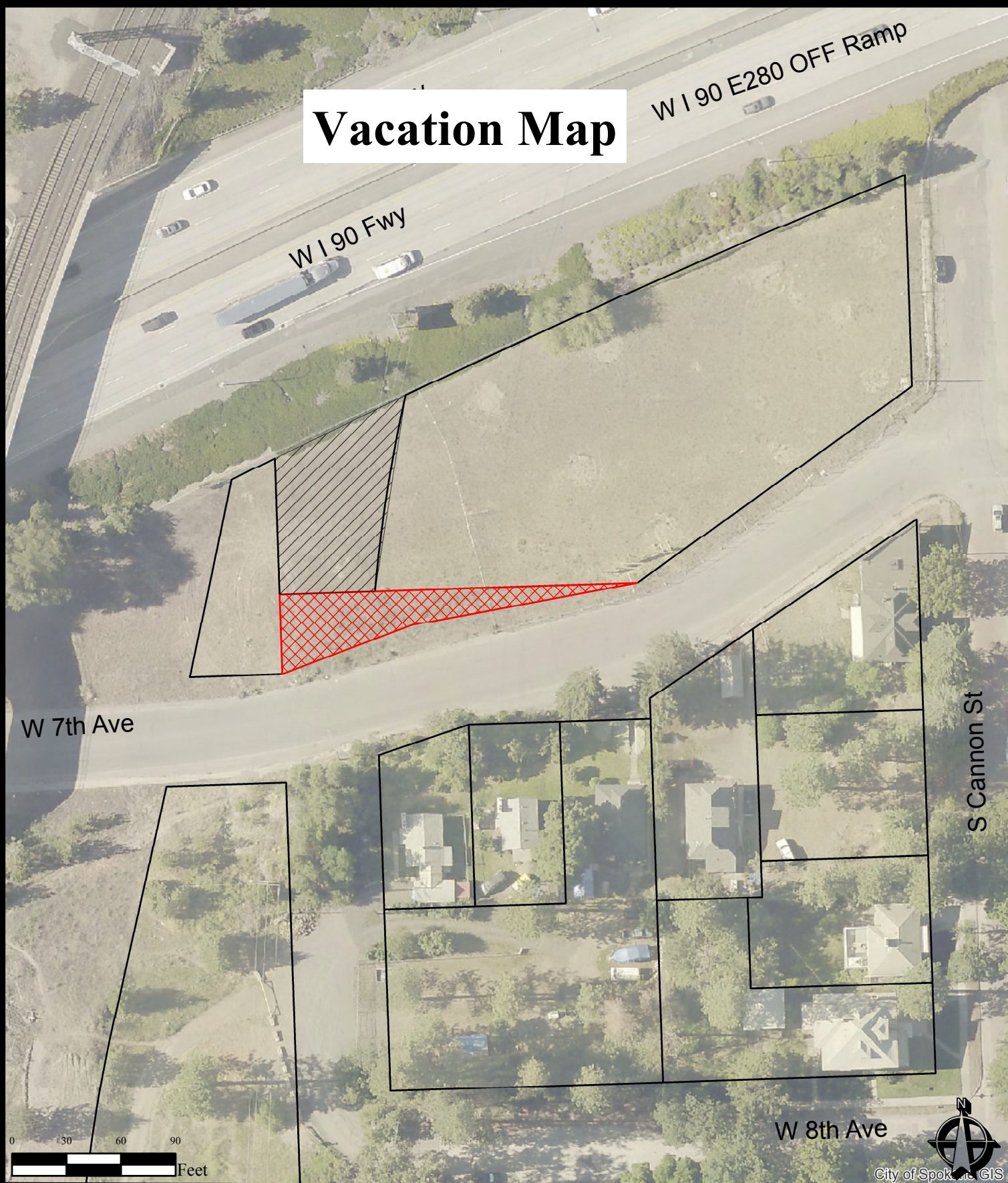
\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_





# Vacation Map



## Right of Way Description: A portion of 7th Avenue and Chestnut St. right-of-ways

THIS IS NOT A LEGAL DOCUMENT:  
The information shown on this map is compiled  
from various sources and is subject to constant  
revision. Information shown on this map should  
not be used to determine the location of facilities  
in relationship to property lines, section lines,  
streets, etc.

## Legend

-  Previously Vacated by Ord C17505
-  Vacation Area





**CITY OF SPOKANE  
PLANNING & DEVELOPMENT**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT  
December 11, 2017**

**LOCATION:** 7<sup>th</sup> & Chestnut

**PROPONENT:** Namva Chan

**PURPOSE:** Site Development

**HEARING:** February 26, 2018

**REPORTS:**

**AVISTA UTILITIES** – Avista currently operates a 115 kilovolt Transmission line through this right of way. Avista will need an easement reserved over and across the proposed vacation area.

**COMCAST** – Comcast has reviewed the vacation request and we have no problem with the vacation.

**CENTURYLINK** – CenturyLink does not have any facilities in this location.

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – No Comments

**FIRE DEPARTMENT** - No Comments

**NEIGHBORHOOD SERVICES** - No Comments

**PARKS DEPARTMENT** - No Comments

**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** – There appears to be no city utilities in the proposed vacation area, however there is a sewer line which looks to be very close to the property. We recommend that a portion of the vacation area be included in an easement or removed from the vacation request.

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – No Comments

**PLANNING & DEVELOPMENT – PLANNING** – No Concerns

**POLICE DEPARTMENT** – No issues from the Police Department.

**SOLID WASTE MANAGEMENT** - No Comments

**STREET DEPARTMENT** – No objection

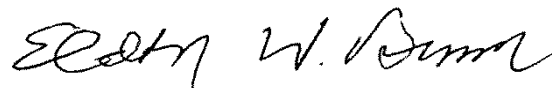
**WASTEWATER MANAGEMENT** – Approved provided the sewer line at the south end near 7<sup>th</sup> is located and a 30' wide no build easement be maintained over it if it is within the vacation area. All onsite runoff must be maintained onsite.

**WATER DEPARTMENT** - No Comments

**BICYCLE ADVISORY BOARD** - No Comments

**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested, Avista Utilities and the City of Spokane, shall be retained to protect existing and future utilities.
2. Adequate emergency vehicle access shall be maintained to existing and future buildings.
3. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$10,413.99 and is to be deposited to Budget Account #3200 49199 99999 39510.
4. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 31, 2019.



Eldon Brown, P.E.  
Principal Engineer – Developer Services