

THE CITY OF SPOKANE



CURRENT COUNCIL AGENDA

MEETING OF MONDAY, DECEMBER 8, 2014

MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER MICHAEL A. ALLEN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER AMBER WALDREF

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers for December 8, 2014:

User Name: **COS Guest**
Password: **ZAdUte2h**

Please note the space in user name. Also, both user name and password are case sensitive.

CITY COUNCIL BRIEFING SESSION

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

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON WEDNESDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the podium and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

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

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

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ccavanaugh@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. Cavanaugh at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

BRIEFING SESSION

(3:30 p.m.)

**(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)**

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|---|---------|------------------------------|
| 1. Contract with CH2M Hill Inc. (Spokane, WA) for the Post Street Bridge; Type, Size and Location Study—not to exceed \$400,000. | Approve | OPR 2014-0836
ENG 2014077 |
| 2. Low Bid of Arc Electric & Lighting Corporation (Spokane, WA) for Francis Avenue from Division Street to East City Limits I.T.S.—\$648,366. Administrative reserve of \$64,836.60, which is 10% of the contract price, will be set aside. | Approve | OPR 2014-0837
ENG 2011076 |
| 3. Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court for 2014. An important outcome resulting from this Court is improved public safety. | Approve | OPR 2014-0838 |
| 4. Grant funding from Washington State Office of Public Defense for use by the City Public Defender's Office effective January 1, 2015, through December 31, 2015—\$64,400 revenue. | Approve | OPR 2014-0839 |

- | | | |
|---|-----------------------------------|---------------|
| 5. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through December 1, 2014, total \$9,583,574.58, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$8,928,090.08. | Approve &
Authorize
Payment | CPR 2014-0002 |
|
 | | |
| 6. City Council Meeting Minutes: November 24, 2014. | Approve | CPR 2014-0013 |
-

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2014-0115 Setting hearing for January 12, 2015 for the vacation of Pearl Street from North line of Sharp Avenue to South line of Sinto Avenue; Pearl Street from North line of Sinto Avenue to the South line of alley between Sinto Avenue and Mission Avenue, as requested by Vincent Dressel and Harlan Douglass.
- RES 2014-0116 Relating to the early payoff of \$8.9 million by Spokane County for transfer stations.
- ORD C35193 Relating to letters of credit in public/private partnership agreements; amending SMC section 7.16.030.
- ORD C35194 Relating to voter registration and election information; adopting a new section 7.01.020 to chapter 7.01 of the Spokane Municipal Code and amending the title to chapter 7.01.
- ORD C35195 Relating to the establishment of new exempt positions; adopting a new section 3.07.330 to chapter 3.07 of the Spokane Municipal Code.
- ORD C35196 Relating to solid waste department, amending SMC sections 03.01A.450, 03.01A.470, 07.08.403, 13.02.0112, 13.02.0114, 13.02.0125, 13.02.0134, 13.02.0200, 13.02.0204, 13.02.0246, 13.02.0248, 13.02.0308, and 13.02.0350, of the Spokane Municipal Code.

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35197** Relating to public defense standards, adopting a new chapter 3.10 to title 3 of the Spokane Municipal Code, consisting of sections 3.10.010 and 3.10.020.
- ORD C35198** (To be considered under Hearings Item H1.b.)
- ORD C35199** Relating to procurement; amending SMC section 7.06.100 and adopting a new section 7.06.225 to chapter 7.06 of the Spokane Municipal Code.
- ORD C35200** Relating to design-build project evaluation criteria; amending SMC section 7.06.160.
- ORD C35201** Relating to a Public Works Apprentice Program; adopting new sections 7.06.700, 7.06.710, 7.06.720, 7.06.730, 7.06.740, 7.06.750, 7.06.760 and 7.06.770 to chapter 7.06 of the Spokane Municipal Code to be designated as Article X.
- ORD C35202** Submitting a ballot proposition to the voters of the City of Spokane to amend Section 7 of the Charter of the City of Spokane relating to the establishment of the Mayor's salary.

FURTHER ACTION DEFERRED

SPECIAL CONSIDERATIONS

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

HEARINGS

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

- | | | | | |
|-----|----|---|-----------------------------------|------------|
| H1. | a. | Hearing on vacation of an un-named portion of right-of-way, 60 feet by 447.97 feet approximately 650 feet north of 8018 West Sunset Highway. | Approve
Subj. to
Conditions | |
| | b. | First Reading Ordinance C35198 vacating an un-named portion of right-of-way, 60 feet by 447.97 feet, approximately 650 feet north of 8018 West Sunset Highway, in Section 20, T25N, R42E, W.M., Spokane, Washington, as requested by Rodney Black and John McCormack. | Further
Action
Deferred | ORD C35198 |

OPEN FORUM (CONTINUED)

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

ADJOURNMENT

The December 8, 2014, Regular Legislative Session of the City Council is adjourned to December 15, 2014.

NOTES

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

12/08/2014

<u>Date Rec'd</u>	11/21/2014
<u>Clerk's File #</u>	OPR 2014-0836
<u>Renews #</u>	

<u>Submitting Dept</u>	INTEGRATED CAPITAL MGMT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BRANDON 625-6419	<u>Project #</u>	2014077
<u>Contact E-Mail</u>	BBLANKENAGEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	4250 - POST ST. BRIDGE TS & L STUDY - CH2M HILL, INC.		

Agenda Wording

Contract with CH2M Hill, Inc. for the Post Street Bridge Type, Size and Location Study, for an amount not to exceed \$400,000.00.

Summary (Background)

The Post Street Bridge, built in 1917 and widened in 1937, has significant deterioration which has impacted its load-carrying capacity. With the recent opening of the Centennial Trail west of the Post Street Bridge and the new construction of Huntington Park, which included creating a one-way Post Street to the north, the City Administration is committed to reconstructing the Post Street Bridge based on the one-way vehicle traffic, the significant amount of pedestrians accessing the bridge,

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 400,000.00	#	3200 49123 95100 56501 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TAYLOR, MIKE	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	Public Works - 11/24/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	mlesesne@spokanecity.org	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>		bblankenagel@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

and the need to address the deteriorating conditions of the sewer pipe. A Request for Qualifications (RFQ) was utilized for consultant selection for this study. All prior concepts and engineering work was provided with the RFQ. Two consultants submitted a Statement of Qualification, and CH2M Hill, Inc., was selected by a review committee. It is expected that a Type, Size and Location Study will primarily help the City identify the type of bridge required to fully support the multi-modal transportation needs a replacement bridge would need to provide, as well as future utility needs. An assessment of and recommendations on the alignment would also be deliverables from this study.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Distribution List			

<h2 style="margin: 0;">Local Agency Standard Consultant Agreement</h2>	Consultant/Address/Telephone CH2M HILL, INC. 999 W. Riverside Ave., Suite 500 Spokane, WA 99201						
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number _____	Project Title And Work Description POST ST. BRIDGE TS&L STUDY Type, Size and Location Study to rehabilitate/replace the bridge, including preliminary design of preferred option, and NEPA Environmental Documentation.						
Federal Aid Number _____							
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input checked="" type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate <u>107.07</u> % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input checked="" type="checkbox"/> Fixed Overhead Rate <u>107.07</u> % Fixed Fee \$ <u>38,091.75</u> <input type="checkbox"/> Specific Rates Of Pay <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work							
DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %							
Federal ID Number or Social Security Number <div style="text-align: center;">59-0918189</div>							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Do you require a 1099 for IRS?</td> <td style="width: 50%;">Completion Date</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> <td style="text-align: center;">December 31, 2015</td> </tr> </table>		Do you require a 1099 for IRS?	Completion Date	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	December 31, 2015		
Do you require a 1099 for IRS?	Completion Date						
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	December 31, 2015						
<table style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount Authorized \$</td> <td style="text-align: right;"><u>375,686.00</u></td> </tr> <tr> <td>Management Reserve Fund \$</td> <td style="text-align: right;"><u>24,314.00</u></td> </tr> <tr> <td>Maximum Amount Payable \$</td> <td style="text-align: right;"><u>400,000.00</u></td> </tr> </table>		Total Amount Authorized \$	<u>375,686.00</u>	Management Reserve Fund \$	<u>24,314.00</u>	Maximum Amount Payable \$	<u>400,000.00</u>
Total Amount Authorized \$	<u>375,686.00</u>						
Management Reserve Fund \$	<u>24,314.00</u>						
Maximum Amount Payable \$	<u>400,000.00</u>						

Index of Exhibits (Check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work
<input type="checkbox"/> Exhibit A-2 Task Order Agreement
<input type="checkbox"/> Exhibit B-1 DBE Utilization Certification
<input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data
<input type="checkbox"/> Exhibit D-1 Payment - Lump Sum
<input checked="" type="checkbox"/> Exhibit D-2 Payment - Cost Plus
<input type="checkbox"/> Exhibit D-3 Payment - Hourly Rate
<input type="checkbox"/> Exhibit D-4 Payment - Provisional
<input checked="" type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit
<input type="checkbox"/> Exhibit E-2 Fee - Specific Rates
<input checked="" type="checkbox"/> Exhibit F Overhead Cost
<input checked="" type="checkbox"/> Exhibit G Subcontracted Work
<input checked="" type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates
<input checked="" type="checkbox"/> Exhibit G-3 Sub Overhead Cost
<input checked="" type="checkbox"/> Exhibit H Title VI Assurances
<input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement
<input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures
<input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures
<input type="checkbox"/> Exhibit L Liability Insurance Increase
<input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification
<input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification
<input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary
<input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification
<input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification
<input type="checkbox"/> App. 31.910 Supplemental Signature Page |
|---|--|

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, between the Local Agency of CITY OF SPOKANE, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By _____ By _____

Consultant _____ Agency City of Spokane, Washington

CITY OF SPOKANE

POST STREET BRIDGE

TYPE, SIZE AND LOCATION STUDY

EXHIBIT A-1: SCOPE OF WORK

INTRODUCTION

The City of Spokane (CITY) has initiated the Post Street Bridge Type, Size and Location Study project in an effort to identify and develop preliminary solution alternatives that will support use of this vital corridors for future generations of drivers, riders, bicyclists, and pedestrians.

On July 30th, 2014, CH2MHILL, Inc. (CONSULTANT) was selected to provide professional services for the Post Street Bridge Type, Size and Location Studies (STUDY) project. Under this project, CONSULTANT will provide to the CITY the scope of services as specified herein.

The STUDY scope of work includes the following tasks:

- Task 1: Project Management and Coordination
- Task 2: Stakeholder Coordination and Public Outreach
- Task 3: Geotechnical Investigations and Review
- Task 4: Planning and Coordination
- Task 5: Concept Development and Evaluation
- Task 6: Type, Size and Location (TS&L) Report
- Task 7: Environmental Documentation
- Task 8: River Hydraulics (Optional)

This scope of work and fee estimate (Exhibit E-1) are based on a twelve-month delivery schedule, beginning in November, 2014.

It is anticipated that the CITY will amend this agreement to include Type, Size and Location studies for additional bridges that may include the Howard Street mid-channel bridge (Blue Bridge), and the Howard Street south-channel bridge.

The CONSULTANT will provide the following services:

1. PROJECT MANAGEMENT AND COORDINATION

The CONSULTANT will provide project management and administration services for the various work elements described in this document.

1.1. Contract Management

The CONSULTANT will provide services required to manage the contract, enter into professional agreements with subconsultants, prepare and process monthly invoicing, progress reporting, and other daily management duties.

The CONSULTANT will provide the CITY with a Monthly Progress Report, in writing, reporting on the CONSULTANT'S progress and any known issues or anticipated changes in performing the Work.

Task 1.1 Assumptions:

- ✦ 12-month STUDY duration

Task 1.1 Deliverables:

- ✦ Monthly Progress Reports (1 hard copy and .pdf electronic format)

1.2. Project Coordination

1.2.1. Correspondence and Meetings

The CONSULTANT will partner with the CITY to accomplish the STUDY. Coordination of the project work elements will include:

- Voice and written correspondence with CITY, Project Advisory Committee (PAC) members, and other agencies.
- Regular coordination meetings with CITY to be conducted at appropriate intervals throughout the project.
- Regular coordination meetings with internal CONSULTANT team, including subconsultants to be conducted at appropriate intervals throughout the project.

1.2.2. Project Work Plan

The CONSULTANT will develop a Project Work Plan to be utilized by project team members throughout the project. The Project Work Plan will be provided to the CITY for review and comment. The Project Work Plan will include:

- Purpose and Need
- Goals and Objectives

- Communications Plan
- Stakeholder/Public Involvement Plan
- Quality Control Plan
- Change Management Plan
- Risk Management Plan

1.2.3. Project Schedule

The CONSULTANT will prepare and maintain a critical path design schedule to identify and track progress throughout the project. Updates to the schedule will occur as changes influence key milestones. Key milestones include stakeholder coordination/public involvement events, key deliverables, and decision making points, as required.

Task 1.2 Assumptions:

- ✦ Project Advisory Committee (PAC) members will be identified by CITY and coordinated with CONSULTANT.
- ✦ Bi-Weekly Coordination Meetings with CITY
- ✦ Bi-Weekly Coordination Meetings with CONSULTANT team.
- ✦ Up to two CONSULTANT presentations to City Council Committee(s) are planned.

Task 1.2 Deliverables:

- ✦ Meeting Agendas, and Meeting Notes (.pdf electronic format)
- ✦ Project Work Plan Document (1 hard copy and .pdf electronic format)
- ✦ Project Schedule and Updates (.pdf electronic format)

1.3. Health and Safety Plan

The CONSULTANT will update the project Field Safety Instructions (FSI) previously prepared for field survey work (as contracted under a separate agreement between CONSULTANT and CITY) to include additional field reconnaissance required for the Study.

Task 1.3 Deliverables:

- ✦ Revised Field Safety Instructions (.pdf electronic format) for project files

2. STAKEHOLDER COORDINATION & PUBLIC OUTREACH

The CONSULTANT will partner with the CITY to utilize communication tools and forums for critical interaction with project stakeholders and the public. The goal of the project stakeholder coordination and public outreach efforts is to engage public officials and stakeholder representatives at critical junctures, and promote transparency of the process to the public by allowing opportunities to participate and receive communication throughout the study timeline.

2.1. Communications Plan

The CONSULTANT will provide a high-level communications plan to include recommendations for how the CITY may distribute information through the appropriate communication channels. To conserve effort and budget, the CONSULTANT will use the Latah Bridge Rehabilitation Study Communications Plan as a starting point.

2.2. Stakeholder Coordination

The CONSULTANT will engage with public officials and project advisory committee (PAC) as identified in Task 1.2.2 by teaming with the CITY to conduct and facilitate stakeholder coordination meetings. The following stakeholder coordination meetings are anticipated:

PAC Coordination Meeting	Anticipated Timing	Purpose
#1	Following development of Planning and Coordination Memo (Task 4)	<ul style="list-style-type: none">• Confirm Study Purpose & Need, Goals• Review Previous Planning History of Post Street Bridge• Review Scope• Finalize Outreach Strategies• Communicate Planning Review Findings• Envision Solution Concepts
#2	Following development of preliminary bridge concepts (Task 5.3)	<ul style="list-style-type: none">• Communicate Solution Concepts• Solicit Comments for Refinement• Review Evaluation Process and Criteria
#3	Following development of DRAFT Recommendations and TS&L Report (Task 6.2)	<ul style="list-style-type: none">• Communicate Initial Recommendations• Solicit Comments for Refinement

Stakeholder coordination meetings will utilize roundtable and/or workshop format to ensure that each stakeholder representative is encouraged to provide input and value to the project.

2.3. Public Outreach

The CONSULTANT will engage the community to participate and/or be informed in the project by teaming with the CITY to conduct and facilitate public outreach meetings. The following public outreach meetings are anticipated:

Public Outreach Event	Anticipated Timing	Purpose
#1	Following development of Planning and Coordination Memo (Task 4) and subsequent to PAC Meeting #1.	<ul style="list-style-type: none"> • Communicate Study Purpose & Need, Goals • Review Previous Planning History of Post Street Bridge • Communicate Planning Review Findings • Envision Solution Concepts • Solicit Public Input
#2	Following development of preliminary bridge concepts (Task 5.3) and subsequent to PAC Meeting #2.	<ul style="list-style-type: none"> • Communicate Solution Concepts • Review Evaluation Process and Criteria
#3	Following development of DRAFT Recommendations and TS&L Report (Task 6.2) and subsequent to PAC Meeting #3	<ul style="list-style-type: none"> • Communicate Solution Concepts and Initial Recommendations • Solicit Public Input

The CONSULTANT will coordinate with the CITY and furnish project documents, and comment forms for publishing on the CITY'S Capital Programs website.

Task 2.0 Assumptions:

- ✦ The CONSULTANT will coordinate timing and meeting locations with the CITY.
- ✦ The CONSULTANT will furnish invitations (.pdf format), written advertisements (.pdf format), exhibits, displays (assumed four large-format displays per meeting), comment forms, and refreshments.
- ✦ The CONSULTANT will set-up prior to and break-down after each meeting.
- ✦ CITY will obtain meeting locations and distribute invitations.

Task 2.0 Deliverables:

- ✦ High Level Communications Plan (.pdf electronic format)
- ✦ Meeting Agendas, Meeting Notes, and Attendance Records (.pdf electronic format)
- ✦ Invitations (.pdf electronic format), Advertisements, Displays, Exhibits, Comment Forms

3. GEOTECHNICAL INVESTIGATIONS AND REVIEW

The CONSULTANT will review CITY provided geotechnical data and previously conducted geotechnical evaluations for the Post Street Bridge. A site reconnaissance will be performed looking at existing bridge abutments and foundations, documenting the current conditions and

comparing to previous documented conditions. A summary of the data review, site reconnaissance, and observed geotechnical conditions will be summarized in a technical memorandum including recommendations related to the TS&L for the Post Street Bridge.

Task 3.0 Assumptions:

- ✦ CONSULTANT will coordinate with CITY and property owner (Avista Corp. and others) to gain access to the embankment area(s) on both sides of the Spokane River in areas where existing bridge structures and potential future new bridge structures will be located.
- ✦ Site reconnaissance will be performed in areas around the existing abutments by geotechnical engineer or licensed geologist to visually observe and photo-document surficial geologic conditions including:
 - Rock types and overall characteristics with respect to inferred or surficial rock strength, structure, discontinuities, fracture zones, and degree of weathering or alteration.
 - Surface water (i.e., river stage and fluctuation range within the context of potential bridge structure features)
 - Seepage and/or groundwater
 - Characteristics and degree of vegetative cover (if applicable)
 - Access considerations with respect to slope, boulders, and rubble zones
 - Characteristics, inferred condition, and/or any potential geotechnical considerations related to the existing bridge abutments
- ✦ The site reconnaissance will be performed in fall when river conditions are favorable to conduct the work (i.e., seasonal low water conditions).
- ✦ CONSULTANT will conduct the site reconnaissance in a single mobilization and site visit.
- ✦ Site reconnaissance will be limited to areas accessible by walking. No scaffold or other equipment assisted access is included.
- ✦ No subsurface investigation is proposed for the TS&L level of evaluation at the existing bridge site.
- ✦ No field sampling or geotechnical testing is included for the TS&L level of evaluation at the existing bridge site.

Task 3.0 Deliverables:

- ✦ A Post Street Bridge technical memorandum (TM) of approximately 6 pages in length including a list of bulleted recommendations to be used as part of the TS&L evaluation; the TM will also include annotated photos, topographic map, and geologic map.

4. PLANNING AND COORDINATION

The CONSULTANT will partner with the CITY to ascertain existing and future needs for the Post Street Bridge. CITY departments (Planning, Parks, Utilities, Streets/Bridges, and Capital Programs) will be consulted to provide input to the current and planned environments surrounding the bridge. Currently published planning documentation will be reviewed to provide context for the bridge in its ultimate setting.

Where practicable, the CONSULTANT will leverage knowledge and data from previous study and design efforts for the bridge.

4.1. Future Land Use

The CONSULTANT will coordinate with CITY to ascertain the planned land use surrounding the bridge to determine key functional and or bridge location requirements that will be used to develop concepts to meet these needs in Task 6.

For the Post St. Bridge, it is anticipated that the CONSULTANT will review the CITY's current and in-progress Comprehensive Plan documentation and coordinate with the CITY planning department to ascertain planned land use elements that may influence the bridge functional requirements.

Task 4.1 Assumptions:

- ✦ Planning documentation is available from the CITY in electronic format.

Task 4.1 Deliverables:

- ✦ Future Land Use memorandum (.pdf electronic format)

4.2. Utilities and Stormwater

The CONSULTANT will coordinate with CITY and private utility providers to ascertain the existing and planned facilities that utilize the Post Street Bridge for crossing the river. It is anticipated that the following utilities may require coordination:

- City of Spokane Water and Wastewater – Water, Sewer Facilities
- Qwest Communications / CenturyLink, City of Spokane - Communications
- Comcast - Communications
- Avista Utilities – Power / Gas

The CONSULTANT will review existing storm water management facilities for the Post Street Bridge and approaches contributory areas and identify and understand deficiencies that will need to be addressed in Task 6.

Task 4.2 Deliverables:

- ✦ Utilities and Stormwater memorandum (.pdf electronic format)

4.3. Transportation Needs

The CONSULTANT will coordinate with CITY to ascertain the current and future multi-modal transportation needs for the Post Street Bridge and approaches. The CONSULTANT will determine the range of vehicles that will drive the bridge structural design, and the mix of multi-modal access to be provided for the bridge that will drive the bridge deck width and configuration. The CONSULTANT will consider ADA guidelines and access requirements.

Task 4.3 Assumptions:

- ✦ No traffic analyses will be required to determine future needs for the bridge.

Task 4.3 Deliverables:

- ✦ Transportation Needs memorandum (.pdf electronic format)

4.4. Urban Context

The CONSULTANT will coordinate with CITY to ascertain bridge visual and aesthetic elements to provide input for bridge concepts developed in Task 6. The goal will be to determine how the bridge will fit into its environmental surroundings, both from the perspectives of viewers looking at the bridge, and viewers' experiences while on the bridge.

Task 4.4 Deliverables:

- ✦ Urban Context memorandum (.pdf electronic format)

4.5. Preliminary River Water Surface Elevations

The CONSULTANT will identify preliminary water surface elevation data to support preparation of the bridge concepts, including:

- Collect and review available existing water surface elevation data for the purpose of defining the minimum bridge soffit elevation to satisfy floodway freeboard requirements, as prescribed in the WSDOT Bridge Design Manual.
- Identify ordinary high water, 100-year flood, and 500-year flood water surface elevations.
- Summarize subsequent hydraulics studies or evaluations needed to support subsequent phases of project development.

Task 4.5 Assumptions:

Minimum soffit height will not be controlled by flood elevations, and no hydraulic modeling is anticipated.

Task 4.5 Deliverables:

- ✦ Preliminary Hydraulic Conditions Memorandum

5. CONCEPT DEVELOPMENT AND EVALUATION

5.1. Data Collection/Review

The CONSULTANT will conduct a field review of the structure, including observation of the overall condition of the bridge and observation of utilities and site constraints that may affect development. The CONSULTANT will assemble and review the data needed to perform the structure design including:

- Pedestrian survey of the bridge site
- Review available site survey and geotechnical data
- Review as-built plans for existing structures, provided by the CITY
- Review existing inspection reports, maps, utilities, plans, and other pertinent data

5.2. Design Criteria

The CONSULTANT will prepare preliminary structural design criteria in accordance with applicable and current (as of execution of this agreement) AASHTO, WSDOT, and CITY codes and standards.

Task 5.2 Deliverables:

- ✦ Preliminary Structures Design Criteria (.pdf electronic format)

5.3. Preliminary Bridge Concepts

The CONSULTANT will identify and develop bridge concepts that meet the project needs as identified and described in the Task 5 deliverables. Concepts will address alignments, ties to existing streets, non-motorized accommodations, vehicular accommodations, maintenance and access accommodations, aesthetics, utilities accommodations, and other key factors.

The CONSULTANT will identify initial alternative bridge concepts that will be screened with CITY input to develop a shortlist of preliminary concepts. The CONSULTANT will hold a half-day workshop with the CITY and key stakeholder agencies to brainstorm and evaluate bridge concept alternatives. The intent of the workshop is to narrow the range of structure alternatives and construction sequencing alternatives to a maximum of two (2) for further

analysis in Concept Design. The workshop will be attended by three (3) CONSULTANT staff.

The CONSULTANT will prepare the agenda, prepare exhibits (sketches) of bridge concepts, and will prepare meeting notes summarizing the workshop. It is assumed that the CITY will arrange for the meeting space, scheduling, and meeting logistics for attendees.

Task 5.3 Assumptions:

- ✦ For the Post Street Bridge, bridge rehabilitation concepts will NOT be considered, except for consideration of reusing the existing concrete arches for non-load-carrying purposes.
- ✦ The shortlisted preliminary bridge concepts will be developed as sketches, and with lines on existing mapping or photographs.

Task 5.3 Deliverables:

- ✦ Workshop agenda, meeting materials, and meeting minutes (.pdf electronic format)
- ✦ Preliminary Bridge Option Concept Sketches (up to ten sketches) (.pdf electronic format)

5.4. Conceptual Design Development and Evaluation

Subsequent to reviewing the preliminary bridge concepts with the CITY and stakeholders, the CONSULTANT will perform design development analyses to better define the top two viable alternatives for the bridge. The concept development will include identification and evaluation of the range of suitable structure sizes and types that accomplish the CITY's goals for the aesthetic character.

This work will consist of the following:

- Perform technical analyses and structural studies to develop feasible replacement concepts.
- Identify pros and cons for each alternative and potential constraints from a structural and constructability perspective.
- Develop comparative-level cost estimates for the major cost elements of each alternative.
- Develop preliminary construction staging/sequencing concepts.
- Prepare concept sketches of bridge concepts.

The CONSULTANT will review the top two concept design options and identify a preferred solution. The CONSULTANT will base this analysis on a qualitative evaluation process using screening criteria as agreed to by the CITY. Screening criteria will include constructability, maintenance and inspection, durability, aesthetics, structural behavior, and

comparative cost. The CONSULTANT will work to achieve concurrence with the CITY and validate the preferred solutions.

CITY-recommended refinements to the preferred solutions will be documented and addressed in the Task 7 preliminary designs of each preferred solution.

The CONSULTANT will prepare a Concept Design Development Memorandum that summarizes the key form and functional requirements, key constraints, concept options (including comparative costs, pros, cons, issues), and evaluation process.

Task 5.4 Assumptions:

- ✦ The preliminary bridge concepts will be developed as sketches, and with lines on existing mapping or photographs.

Task 5.4 Deliverables:

- ✦ Preliminary Bridge Option Concept Sketches (.pdf electronic format)
- ✦ Comparative Cost Estimates
- ✦ Comparative Issues Analysis
- ✦ Bridge Concept Design Development Memorandum

5.5. Discipline Coordination

CONSULTANT will coordinate development of the bridge design with applicable disciplines as follows:

- **Geotechnical Coordination.** Coordinate with the geotechnical engineer for establishing preliminary design criteria for soil loads and foundations, identification of viable foundation types, and selection of preferred foundations types for the bridge.
- **Hydraulics Coordination.** Coordinate with the hydraulics engineer for establishing preliminary design Spokane River water surface elevations.
- **Environmental Coordination.** Coordinate with the environmental task lead to identify environmental issues and related impacts to bridge design and construction.
- **Roadway/Civil Coordination.** Coordinate with the roadway and civil design engineers for establishing design criteria and constraints related to roadway geometry, drainage, construction staging, utilities, surveying and base mapping, and right-of-way impacts.

5.6. QA/QC Review

Perform Quality Assurance/Quality Control (QA/QC) reviews of the conceptual bridge design. Review project design criteria, geotechnical recommendations, and conceptual bridge layouts to provide conformity with the project requirements. Review the comparative-level estimates and concept design development memorandum. Provide written review comments and coordinate resolution of review comments with the designer.

6. TYPE, SIZE AND LOCATION (TS&L) REPORT

6.1. Preliminary Design

The CONSULTANT will perform preliminary structure analysis and design for the recommended solution for the Post Street Bridge. The preliminary design will include:

- Definition of approximate geometric requirements, such as foundation sizes and locations, span lengths, wall lengths, and structure depths.
- Structure layouts (including plan, elevation and typical sections) to a preliminary level of design to be used as a basis for final design and permitting.
- Develop a preliminary structures cost estimate.

Task 6.1 Deliverables:

- ✦ Preliminary Layouts
- ✦ Preliminary Cost Estimate

6.2. DRAFT and FINAL TS&L Report

The CONSULTANT will document the process and findings of the study in a DRAFT Type, Size, and Location (TS&L) Report. The TS&L report will be prepared to comply with the current (as of execution of this agreement) WSDOT Bridge Design Manual guidelines and will include the following elements:

1. Introduction and Purpose
2. Project Description
3. Summary of Stakeholder and Public Outreach
4. Approach
5. Structural Studies
 - 5.1. Geometric Constraints and Layout Considerations
 - 5.2. Options Considered
 - 5.3. Bridge Foundations
 - 5.4. Comparison of Options
6. Summary of NEPA Environmental Documentation
7. Conclusions and Recommendations

The CONSULTANT will submit the DRAFT TS&L Report to the CITY for review. The CONSULTANT will make refinements based on CITY comments, and develop the FINAL TS&L Report.

Task 6.2 Assumptions:

- ✦ CITY comments to be provided in a consolidated table or redline format.

Task 6.2 Deliverables:

- ✦ Draft TS&L Report (5 Hard Copies, .pdf electronic format)
- ✦ Final TS&L Report (5 Signed Hard Copies, .pdf electronic format)

6.3. Bridge Visualizations

The CONSULTANT will identify approximately 3 “key views” of the Post Street Bridge and its surroundings from vantage points where the architectural aspects of the bridge are clearly visible from nearby public spaces, recreational areas, and/or roadways. Photographs will be taken from these vantage points to display the bridge, with perspectives from above, below, and roughly level with the bridge deck. One key view will be selected to develop before and after bridge visualizations for the recommended solution for the bridge. Computer simulations of recommended bridge solutions will be overlaid on to the photograph. Photographs of the existing bridge will be presented to the CITY to choose an agreed-upon perspective of the bridge for the simulations.

Task 6.3 Deliverables:

- ✦ Photographs from identified key views
- ✦ Air photo based figure showing key view locations and perspectives (.pdf electronic format, 8/5”x11”)
- ✦ One Bridge Visualization Simulation (.pdf electronic format, 8/5”x11”)

6.4 QA/QC Review

Perform Quality Assurance/Quality Control (QA/QC) reviews of the preliminary bridge design. Review preliminary bridge layouts and draft TS&L report to provide conformity with the project requirements. Perform a check of the structural calculations and preliminary cost estimate as well as a constructability check of the concepts developed. Provide written review comments and coordinate resolution of review comments with the designer.

7. ENVIRONMENTAL DOCUMENTATION

For the planned improvements to the Post Street Bridge, the CONSULTANT will conduct the environmental evaluation and documentation required under the National Environmental Policy Act (NEPA) and the environmental evaluation and documentation required under the State Environmental Policy Act (SEPA).

To the extent practicable, the CONSULTANT will leverage knowledge and documentation from previous environmental documentation efforts for the Post Street Bridge as provided by the CITY.

7.1. NEPA Environmental Classification Summary

The CONSULTANT will develop the NEPA Environmental Classification Summary (ECS) for the planned improvements to the Post St. Bridge. The Local Agency Environmental Classification Summary (ECS), which will be submitted by the CITY to the Highways and Local Programs Division of the Washington State Department of Transportation (WSDOT), where it will be reviewed and approved before going to Federal Highways Administration (FHWA) for review and final approval. The ECS will include a project description, purpose and need for the project, and address environmental elements per the *Local Programs Environmental Classification Summary Guidebook* (Washington State Department of Transportation, Highways and Local Programs Division, June, 2014).

Reference/supporting reports (prepared by CONSULTANT) will be attached to the ECS to document compliance with environmental issues. Reference/supporting reports (prepared by CONSULTANT or others as described below) will be attached to the ECS to document compliance with environmental issues. A meeting or discussion will take place with WSDOT that will verify the NEPA/SEPA requirements, and identify which environmental resources will require analysis and supporting documentation.

NEPA coordination and approvals will be needed from the following agencies:

NEPA Approvals

Approval	Agencies
Section 106 Approval	Washington State Department of Archeological and Historical Preservation (DAHP), local tribes, local historical offices
Section 4(f) Approval, Section 6(f) Approval	Washington State Department of Transportation (WSDOT), Federal Highways Administration (FHWA), City of Spokane Parks Department, and for Section 6(f), the Washington State Department of Parks and Recreation.
Section 7 Approval	United States Fish and Wildlife Service (USFWS)
Hazardous Materials Approval	WSDOT and FHWA
Aesthetics Analysis	WSDOT and FHWA

Task 7.1 Deliverables:

- ✦ Draft and Final ECS Document (5 hard copies, .pdf electronic copy)

7.1.1. Section 106/Cultural Resources Assessment

CONSULTANT will perform the following cultural resources activities in compliance with Section 106 of the National Historic Preservation Act of 1966 (as amended):

- **Area of Potential Effect:** CONSULTANT will identify the Area of Potential Effect (APE) and prepare a map/figure.

- **Tribal Site Meeting:** Work includes one site meeting with Spokane Tribes' cultural resources staff (should it be requested); the meeting would take place after the APE is submitted to the Tribes and the purpose of the meeting would be to explain the project, to look at the APE boundary, to discuss the Section 106 process, and to solicit tribal input.
- **Notification and Initiation of Section 106 Consultation:** CONSULTANT will write the notification letter that will be sent to WSDOT from the CITY requesting approval of the APE from Washington State Department of Archeology and Historic Preservation (DAHP) and the tribes, and providing notice for initiation of the consultation process with the tribes. WSDOT will forward the initiation of Section 106 consultation to FHWA for review and approval before WSDOT mails out to the tribes.
- **Records Search:** Conduct a records search of DAHP's website (WISSARD) to identify known archeological and historical findings and features.
- **Field Survey:** A reconnaissance archaeological field survey (field observations of surface areas) of the bridge will occur by an archeologist. No shovel testing or subsurface testing will occur at the Post Street Bridge based on tribal coordination that occurred during the preparation of the *Post Street Bridge Cultural Resources Report*, December, 2005. A Spokane tribal representative agreed that it was unlikely to discover artifacts because the project site is mostly covered with impervious surfaces (streets, sidewalks, bridge) and exploration of the gorge would be too dangerous because of the steep, rocky cliffs that are on both sides of the river. If subsurface testing is required, a scope of work and budget adjustment by written amendment to the agreement between CONSULTANT and CITY will be necessary.
- **Historical Evaluation:** Verify current status of historic properties contained within the project area. This work includes Inventory Form preparation for the existing Post Street Bridge, which is over 50 years old. Work also includes preparation of three more additional forms (should they be needed) and if additional historical buildings or structures are found, they will also be recorded and documented on Historic Inventory Forms, evaluated for National Register of Historic Places eligibility [NRHP-eligible historic properties become Section 4(f) properties]. Such additional effort would require a scope of work and budget adjustment by written amendment to the agreement between THE CONSULTANT and CITY.
- **Cultural Resources Report:** Prepare a draft and final Cultural Resources Report.
- **Coordination with Section 4(f) Evaluation:** Review the Draft Section 4(f) Evaluation prepared under Task 4.1.2 and recommend revisions, as appropriate, based on the results of the field verification, so that historical information in the Section 4(f) Evaluation is consistent with the historical information in the Cultural Resources Report.

Task 7.1.1 Deliverables:

- ✦ Draft and final APE approval and Section 106 initiation consultation letter
- ✦ Minutes of meetings (as necessary)
- ✦ Draft and final Cultural Resources Report; final will be attached to the ECS

7.1.2. Section 4(f) Evaluation

The CONSULTANT will prepare the Section 4(f) Evaluation, which will address anticipated impacts to recreational and park lands (including the Centennial Trail, Veterans Park and Riverfront Park), and historic sites relevant to the Post Street Bridge project. As part of this analysis, the parkland boundaries will be identified from available records.

It is assumed that a de minimis determination will be possible. Impacts to the park during construction (temporary impacts) will be described in the Section 4(f) Evaluation. Permanent impacts to parkland and mitigation measures will be described that will show that parks features, attributes, and functions are maintained during and after construction to the same extent as before the bridge replacement project. Determinations will be made of the parkland acreage that would be disturbed temporarily and permanently, the reasons why the selected alternative is the most prudent and feasible, and mitigations proposed to compensate for loss of parkland for right-of-way purposes.

The Section 4(f) Evaluation for the project will include two meetings involving CONSULTANT and City of Spokane Parks and Recreation. The first meeting will be to present the selected bridge replacement alternative, the reasons for its selection, and to solicit input on Section 4(f) mitigation measures. The potential for impact on any 6(f) properties will be discussed and 6(f) properties identified. The second meeting will be to reach mutual agreement on the Section 4(f), and if applicable, 6(f) mitigation measures as described in the Section 4(f) evaluation. The CONSULTANT will draft a letter to be signed by City Parks agreeing to these Section 4(f), and if applicable, 6(f) mitigation measures for both temporary and permanent impacts. Obtaining 6(f) approvals from state and federal agencies are not in this scope of work, but can be included (with additional scope and fee) once the extent of the 6(f) impacts are known and the steps for obtaining 6(f) approvals are identified.

Task 7.1.2 Deliverables:

- ✦ Draft and final of Section 4(f) de minimis evaluation that is relevant to the Post Street Bridge project; final will be attached to the ECS
- ✦ Meeting minutes, as necessary
- ✦ Draft and final letter for City Parks to sign, agreeing with Section 4(f) conclusions. Final will be attached to the ECS

7.1.3. Biological Evaluation

The CONSULTANT will conduct a Section 7 biological evaluation.

Because it is anticipated that the construction will continue outside of the approved fish work window on the Spokane River, a mitigation plan and agreement for the protection of aquatic species (e.g., red-band trout) will be prepared for Washington State Department of Fish and Wildlife (WDFW). This scope of work includes two joint meetings with WDFW, USFWS, CITY, and CONSULTANT. The first meeting will be to learn expectations of the permitting agencies that should be addressed in the mitigation plan, and the second

meeting is to discuss the mitigation plan and compensatory mitigation proposed for the project.

The CONSULTANT will obtain updated species listings for plants and animals from USFWS and WDFW. If additional species of concern are identified as likely to be within the project area, a biological survey would need to be conducted to determine their presence within the project site, and this would require a scope of work and budget adjustment by written amendment to the agreement between CONSULTANT and CITY.

Task 7.1.3 Deliverables:

- ✦ Species listings, to be attached to the ECS
- ✦ Draft and final Mitigation Plan to WDFW with compensatory mitigation proposed (does not need to be attached to ECS because it is not a NEPA requirement)

7.1.4. Hazardous Materials

The CONSULTANT will prepare a hazardous materials evaluation of the properties adjacent to the bridge right-of-way to determine the potential for encountering hazardous materials sites during construction of the replacement bridge. A record search will be conducted on Ecology's website. The findings of this evaluation will be presented in a hazardous materials technical memorandum.

Task 7.1.4 Deliverables:

- ✦ Draft and final technical memorandum summarizing hazardous materials evaluation; final will be attached to ECS

7.1.5. Sole Source Aquifer Checklist

The CONSULTANT will prepare the Environmental Protection Agency (EPA) Environmental Checklist for a sole source aquifer, and submit to EPA for project approval.

Task 7.1.5 Deliverables:

- ✦ EPA Environmental Checklist and response letter

7.1.6. Aesthetics Analysis and Report

The CONSULTANT will prepare an Aesthetics Analysis of the bridge and prepare an Aesthetics Evaluation Report. Information gathered in Task 5.4 and visual simulations in Task 7.3 will support this analysis and report.

Task 7.1.6 Deliverables:

Draft and final Aesthetics Evaluation Report and a summary on visual quality in the ECS.

7.2. Prepare SEPA Environmental Checklist

The CONSULTANT will prepare a draft and final SEPA Environmental Checklist for the Post Street Bridge project. Information gathered from the ECS will be incorporated and/or referenced as attached documents to the SEPA Environmental Checklist. A draft SEPA Environmental Checklist will be submitted to CITY for review and revised as appropriate.

Task 7.2 Deliverables:

- ✦ Draft and final SEPA Environmental Checklists

Task 7 Assumptions:

- ✦ Public involvement with any other stakeholder groups, agencies, organizations or businesses is assumed to be limited to participation in the formal public meetings mandated as part of the permitting process. It is assumed that no public meeting will be required for shorelines permitting, and that the shorelines permit can be issued administratively by the Planning Department.
- ✦ The Local Agency ECS will result in a Documented Categorical Exclusion (DCE) for NEPA and a Determination of Non-significance (DNS) for SEPA. Therefore, there will be no need for a NEPA Environmental Assessment (EA) or for either a NEPA or SEPA Environmental Impact Statement (EIS).
- ✦ CITY will provide mapping, transportation data and other information that might be required to complete the ECS and supporting discipline reports and SEPA Environmental Checklist.
- ✦ WSDOT will lead consultations with the tribes and other state and federal governmental agencies. If the tribes become involved during the cultural resources field survey or require reimbursement for services, reimbursement of tribal services are not included in this scope of work and will be paid directly by CITY.
- ✦ Application of Critical Areas Ordinance will be brief. This will include discussions on the aquifer, geological hazardous areas, habitat management, and wetlands. There will not be any need for any special survey, study, analysis, or reports for any of these critical areas.
- ✦ The Section 4(f) evaluation will not need to address Section 6(f) properties. If Section 6(f) properties are identified that will experience temporary or permanent impacts, pursuit of the agency approvals to use these properties are outside of this scope of work.
- ✦ A de minimis determination for Section 4(f) can be reached and agreed upon by State and CITY Parks managers for the project.
- ✦ A de minimis determination can be achieved without additional meetings or document preparation, which would be outside of this scope of work.
- ✦ The CONSULTANT is not required to prepare documents or attend meetings with Washington State Parks Lands Council to discuss Section 4(f) or right-of-way issues.

- ✦ A Biological Assessment for protected species and habitats under the jurisdiction of U.S. Fish & Wildlife Service will not be necessary because these projects are outside of the protected area designated for potential Bull Trout habitat or other known protected species.
- ✦ In-river aquatic impacts in addition to wetland impacts will need to be evaluated and mitigation measures recommended.
- ✦ Compensatory mitigation will be acceptable by fish and wildlife regulatory agencies and no “mitigation site projects” will be implemented as part of this project. All mitigation fees will be paid by CITY and is not included in this scope of work.
- ✦ The project scope and budget currently do not include any special evaluations or analyses for fish protection, such as a site-specific noise analysis.
- ✦ Wetlands documentation (inventory, delineation and wetlands mitigation) are not required for this project.
- ✦ There are no Bald Eagle nests in the project vicinity (within one quarter mile).
- ✦ No hot spot or noise analyses will be needed for the Post St. Bridge.
- ✦ A Phase I or Phase II Environmental Site Assessment is not needed nor included under this scope of work.
- ✦
- ✦ An asbestos survey will be conducted by WSDOT and report findings referenced in the ECS. It is assumed that associated fees would be paid directly by CITY.
- ✦ Information from Section 5.4 will be used to provide information for the Aesthetics Report and the ECS.
- ✦ Because minority and low-income residences are not anticipated to be found in the project area, a review of the local school-assisted lunch program is not necessary for the environmental justice demographic research.
- ✦ The Post Street Bridge project will not result in any impacts that are adverse to environmental justice populations and this environmental review will not require a special environmental justice study or evaluation.
- ✦ There is no need for JARPA or SEPA permitting for geotechnical investigations for the Post Street Bridge, and this permitting is not included in this scope of work.
- ✦ The schedule assumes CITY will provide 1-week reviews for all deliverables.
- ✦ The schedule assumes that WSDOT and FHWA will provide 3 to 4 week reviews for all deliverables.
- ✦ JARPA-related documentation and permitting is not included in this scope of work.
- ✦ Other permits needed for the bridge replacement project including building, clearing and grading, and public right-of-way are assumed to be the responsibility of CITY. An NPDES General Permit for Construction is assumed to be the responsibility of the bridge contractor.

8. RIVER HYDRAULICS (OPTIONAL)

CH2M HILL will perform the following hydraulic evaluations to support environmental documentation for the Post Street Bridge project. It is anticipated that this work will be required

if a bridge improvement option is selected that includes permanent structural components in the Spokane River floodplain.

The work will be performed upon written authorization from the City.

8.1 Data Collection and Site Visit

CH2M HILL will conduct a review of available information provided by the City. This information should include bridge drawings, aerial photos, topography maps, and data from maintenance files. Review will also include previous hydraulic studies in the vicinity of the project site, as well as FEMA mapping and Flood Insurance Studies (FIS) for the project area.

CH2M HILL will conduct a site inspection/investigation. Observations will be recorded for the following:

- Lateral channel stability- note any signs of stream migration that could affect stability for piers, bents or abutments, consistent with an FHWA HEC-20 Level 1 analysis.
- Manning's "n" value for the main channel and overbank areas. Document with color photographs.
- Hydraulic controls from channel constrictions, dams, etc.
- Apparent or observed high-water marks.
- Evidence of debris.

8.2 Hydraulics Analysis

CH2M HILL will use the current FIS to develop the 10-year, 50-year, 100-year, and 500-year flows for the hydraulic model.

CH2M HILL will develop hydraulic models, using the Hydrologic Engineering Center – River Analysis System (HEC-RAS) computer model and the previously-collected survey data for existing and proposed bridges. This work will include:

- Model the existing bridge. The bridge location is in a Zone "A" designated area by FEMA, and no detailed modeling or established base flood elevations exist. The existing conditions model will be developed based on standard practices and results will be compared to observations made during the site visit to ensure that the model results are reasonable.
- Model the "natural conditions" with no bridge or roadway.
- Calculate backwater against "natural conditions" for the existing and proposed bridges for floods stated above.
- If water overtops the roadway/bridge before the 500-year flood peak, the overtopping flood and frequency must be determined.
- Coordinate with the roadway designer, bridge designer, and the foundation designer and refine hydraulic model if warranted.

8.3 Hydraulics Report

CH2M HILL will prepare Draft and Final reports in accordance with WSDOT guidelines.

CH2M HILL will provide support and documentation necessary to obtain local floodplain permits.

This scope of work assumes that a FEMA-format “no-rise” certification for construction within a regulatory floodway and accompanying documentation is not applicable.

8.4 Hydraulics Quality Assurance/Quality Control

CH2M HILL will perform a complete Quality Assurance/Quality Control (QA/QC) check of the work product/report. Either a check of the calculations or an independent analysis will be performed as deemed necessary. Checks will be made of all computer program input and the accurate use of the results. Upon completion of the QA/QC check, the original designer will incorporate revisions with confirmation.

Task 8 Deliverables:

- ✦ Preliminary and Final Hydraulics Report (.pdf format)

GENERAL SCOPE ASSUMPTIONS:

1. The standard of care applicable to CONSULTANT's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.
2. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, CONSULTANT makes no warranty that CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates.
3. CITY will provide to CONSULTANT all data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.
4. CITY will pay for any permitting fees.
5. CONSULTANT assumes no responsibility for any delays in the permitting process.

Exhibit C

Electronic Exchange of Engineering and Other Data

Electronic file transmission will adhere to the following standards and formats for this project:

- Roadway Design Files: AutoCAD Civil 3D 2012
- Computer Aided Drafting Files: AutoCAD 2013

All other electronic submittal documents will be provided in .pdf format.

Exhibit D-2

Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.

1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
 - a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
 - b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

City of Spokane - Post Street Bridge Type, Size and Location Study

Exhibit E-1: Fee Determination Summary

CH2M HILL

Employee or Category	Hrs.	x	\$	Rate	=	Cost
Principal In Charge	8		\$	83.75		\$670.00
Project Manager	198		\$	60.98		\$12,074.04
Senior QC Engineer	140		\$	74.13		\$10,378.20
Lead Bridge Engineer	292		\$	66.75		\$19,491.00
Bridge Structural Engineer	270		\$	52.35		\$14,134.50
Bridge Architect	36		\$	57.57		\$2,072.52
Senior Civil/Transportation/Hydraulic Engineer	130		\$	56.57		\$7,354.10
Civil/Transportation/Hydraulic Engineer	148		\$	40.23		\$5,954.04
Lead Geotechnical Engineer	20		\$	67.35		\$1,347.00
Lead Geologist	40		\$	45.90		\$1,836.00
Lead Environmental Scientist	248		\$	61.07		\$15,145.36
Senior Biologist / Scientist / Planner / Historian	120		\$	53.37		\$6,404.40
Project Archaeologist	84		\$	30.72		\$2,580.48
Senior CADD Designer/Technician	264		\$	39.88		\$10,528.32
Junior CADD Designer/Technician	102		\$	20.62		\$2,103.24
Pubs/Edit/Graphic Tech	110		\$	43.82		\$4,820.20
Project Accountant / Controls / Procurement	80		\$	36.14		\$2,891.20
Project Administrative	120		\$	27.20		\$3,264.00
Health and Safety Lead	4		\$	56.42		\$225.68
Total Hrs.	2414					\$123,274.28

Direct Labor Cost **\$123,274.28**

Direct Labor Escalation Cost (estimated)

2015 (75% Labor) 4.0% **\$3,698.23**

Total Direct Labor Cost **\$126,972.51**

Overhead Cost @ 107.07% of Direct Labor **\$135,949.46**

Fixed Fee @ 30.0% of Direct Labor **\$38,091.75**

Total Overhead & Fixed Fee Cost **\$174,041.22**

Total Direct Labor Cost **\$301,013.73**

Reimbursables

	No.	Each	Cost
Reprographics	23	\$60	\$1,380.00
Mail/Deliveries/etc.	18	\$35	\$630.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	9 days @	\$75 /day	\$600.00
Lodging	8 days @	\$130 /day	\$910.00
Transport (airfare, train, etc)	8	\$375 /Trip	\$2,625.00
Parking	7	\$15 /day	\$105.00
Per Diem	6 days @	\$150 /day	\$900.00
UBIV Rental	0	\$2,000 /day	\$0.00
Project Communications Services	1	\$43,386	\$43,386.00

\$50,536.00

Subcontracts

Ben Gerwick, Inc.

Cost
\$34,152.32

\$34,152.32

Subtotal

\$34,152.32

\$84,688.32

Total* (rounded) **\$385,702**

*Note: This is the total, including all tasks. See next page for split out of "Optional" tasks.

City of Spokane - Post Street Bridge Type, Size and Location Study
Exhibit E-1: Fee Determination Summary

Task		CH2M HILL Hours	CH2M HILL Labor	Subcontracts	Reimburseables	Overall Total
1.0	Project Management and Coordination	326	\$41,438	\$0	\$140	\$41,578
2.0	Stakeholder Coordination & Public Outreach	202	\$26,630	\$0	\$48,936	\$75,566
3.0	Geotechnical Investigations and Review	108	\$14,268	\$0	\$135	\$14,403
4.0	Planning and Coordination	268	\$30,337	\$0	\$130	\$30,467
5.0	Concept Development and Evaluation	278	\$38,565	\$19,225	\$200	\$57,990
6.0	Type, Size and Location (TS&L) Report	600	\$75,024	\$14,928	\$200	\$90,152
7.0	Environmental Documentation	542	\$65,330	\$0	\$200	\$65,530
Total (Tasks 1-7)		2324	\$291,592	\$34,152	\$49,941	\$375,686
8.0	River Hydraulics (Optional)	90	\$9,421	\$0	\$595	\$10,016
Total (Including Optional Task 8)		2414	\$301,014	\$34,152	\$50,536	\$385,702

EXHIBIT F

CH2M HILL, INC. (A Wholly Owned Subsidiary of CH2M HILL Companies, Ltd.)

Schedule of Federal Acquisition Regulation Compliant Indirect Cost Rate

CH2M HILL Home Office Indirect Rate

Year ended December 31, 2013

	General ledger	Adjustments	Total claimed	Comments
Payroll taxes and fringe benefits:				
Payroll taxes	\$ 34,192,431	(363,148)	33,829,283	13, 14
Vacation, holiday, and sick pay	53,049,863	(22,561)	53,027,302	1, 14
Group insurance and miscellaneous	35,674,260	(417,256)	35,257,004	1, 2, 3, 14
Pension plan	3,363,960	446,411	3,810,371	3, 14
	<u>126,280,514</u>	<u>(356,554)</u>	<u>125,923,960</u>	
General and administrative expenses:				
Indirect salaries	148,633,210	(23,520)	148,609,690	11, 14
Incentive and retirement pay	29,336,999	(4,818,021)	24,518,978	3, 8, 14, 15, 20
Buildings and equipment	99,978,872	4,303,413	104,282,285	4, 5, 11, 14, 16
Taxes, licenses, and insurance	57,485,224	(43,771,906)	13,713,318	1, 3, 11, 12, 13, 14
Professional services	(16,489,147)	(1,791,174)	(18,280,321)	1, 5, 11, 12, 14
Travel and subsistence	11,673,840	(3,368,780)	8,305,060	1, 11, 14
Office supplies	10,902,939	2,686,157	13,589,096	1, 11, 14
Professional education	3,425,776	(1,123,659)	2,302,117	1, 11, 14
Recruiting costs	1,597,064	2,442,424	4,039,488	1, 14, 18
Printing and computers	1,462,624	—	1,462,624	14
Home office and intermediate allocations	(91,331,683)	(72,203,265)	(163,534,948)	1, 5, 6, 7, 9, 10, 14, 16, 17, 19
	<u>256,675,718</u>	<u>(117,668,331)</u>	<u>139,007,387</u>	
Total indirect expenses	\$ <u>382,956,232</u>	<u>(118,024,885)</u>	<u>264,931,347</u>	
Direct labor costs (base)	248,120,078	24,852	\$ 248,144,930	11
Indirect cost rate			106.8%	
Facilities capital cost of money rate (note 9)			0.267%	21

Comments:

1. Unallowable costs removed per the Federal Acquisition Regulations (FAR) Part 31.
2. Post-retirement benefits adjustments per the FAR and the Cost Accounting Standards (CAS).
3. Pension and disability cost adjustments per the FAR and the CAS.
4. Adjustment to reverse amortization of deferred gain on sale of Denver office buildings. Costs are limited to the constructive costs of ownership.
5. Credit to offset overhead expenses with income/reimbursement received and remove overhead charges to affiliates, per FAR 31.201-5.
6. Holding company allocation from CH2M HILL Companies, Ltd.
7. Allocation from CH2M HILL Group Management Home Office.
8. Adjustment for FAR compensation limits.
9. Adjustment to remove unallowable/unclaimed projects.
10. Adjustment to remove fringe benefits allocated to unallowable/unclaimed projects.
11. Adjustment to reclassify overhead warranty costs to direct per CAS disclosure statement.
12. Adjustment to self-insured professional liability to align to projected average losses per CAS 416.
13. Adjustment of self-insured workers compensation costs to projected average loss per CAS 416.
14. Indirect costs are allocated between Field and Home Office.
15. Adjustment made to remove booked incentive compensation and replace with actual incentive compensation paid.
16. Adjustment of allocated occupancy costs based on actual usage.
17. Adjustment of allocated information technology costs based on actual usage.
18. Adjustment for Talent Acquisition Deployment Center (TADC) to be allocated through CH2M HILL Group Management Home Office.
19. Direct assigned costs from other CH2M HILL entities.
20. Adjustment to executive compensation based on American Association of State Highway and Transportation Officials (AASHTO) Guidelines.
21. Facilities capital cost of money rate is not applicable to the Field Office indirect cost rate.

See accompanying notes to Schedules of Federal Acquisition Regulation Compliant Indirect Cost Rates.

Exhibit G

Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

Ben C. Gerwick, Inc. - Tasks 5 and 6 (Structural Engineering Support)

[illegible]

**Post Street Bridge - Type, Size, and Location Study TS&L
Exhibit G-1: Fee Summary for Ben C. Gerwick, Inc.**

Task No Task Description		GERWICK HOURS				Total Hours	EXPENSES							
		Principal	Designer	CADD Technician	Clerical		Printing	Misc.	Air Travel	Per Diem	Lodging	Car Rental	Total Expenses	
1	Project Management													
	Set-up, Invoicing, Progress Reports, Closeout	12			6	18	\$ 25						\$ 25	
	Subtotal	12	0	0	6	18	\$ 25	\$ -		\$ -	\$ -	\$ -	\$ 25	
2	Concept Development and Evaluation													
2.1	Design Criteria	4				4							\$ -	
2.2	Preliminary Bridge Concepts	10	0	0	0	10			\$ 200	\$ -	\$ -	\$ 50	\$ 250	
	Identify Concepts	4				4								
	Attend workshop (1 staff)	6				6			\$ 200			\$ 50	\$ 250	
2.3	Conceptional Design Development	32	20	8	0	60							\$ -	
	Technical Analysis of Alternatives	12	16			28								
	Comparative Level Estimates	8				8								
	Construction Staging/Sequencing Concepts	4				4								
	Concept Sketches		4	8		12								
	Assist with Concept Design Memorandum	8				8								
													\$ -	
	Subtotal	46	20	8	0	74	\$ -	\$ -		\$ -	\$ -	\$ 100	\$ 250	
3	Type, Size and Location (TS&L) Report													
3.1	Preliminary Design	32	32	10	0	74							\$ -	
	Supplemental Structural Engr/CAD	12	32	10		54								
	Technical Review	20				20								
													\$ -	
	Subtotal	32	32	10	0	74	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	
TOTALS		90	52	18	6	166								\$ 275
Fully Loaded WSDOT-Approved Rates		\$231.56	\$190.32	\$142.74	\$95.16								\$33,877.32	
Labor Budget		\$20,840.40	\$9,896.64	\$2,569.32	\$570.96									
												Total	\$ 34,152	



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 24, 2014

Ben C. Gerwick, Inc.
20 California Street, Suite 400
San Francisco, CA 94111

Subject: Indirect Cost Rates (ICR) FYE 2013

Dear Mr. Ben Gerwick:

Transmitted herewith is the WSDOT Audit Office's memo of acceptance of your firm's FYE 2013 ICR. This approval is good until 180 days following your firm's FYE 2014 closing date and is good for all WSDOT agreements including Local Agency contracts. If you have questions regarding this approval, please contact me at 360-705-7106.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Erik K. Jonson'.

Erik K. Jonson
Manager, Consultant Services Office

EKJ:kal



July 17, 2014

TO: Erik Jonson, WSDOT Contracts Administrator

FROM: Martha Roach, Agreement Compliance Audit Manager **MR**

SUBJECT: Ben C. Gerwick, Inc. Indirect Cost Rate for fiscal year end
December 31, 2013

We accept the audit work performed by Marcum LLP related to Ben C. Gerwick's Indirect Cost Rate for the above referenced fiscal year. Marcum audited the Ben C. Gerwick indirect costs for compliance with Federal Acquisition Regulations (FAR), Subpart 31; our office did not review their audit work.

Based on our acceptance of the CPA's audit, we are issuing this memo establishing the Ben G. Gerwick Indirect Cost Rate for fiscal year ending December 31, 2013 at 187.20% of direct labor (rate includes .13% facilities capital cost of money).

Costs billed to agreements will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the Indirect Cost Rate.

If you have any questions, feel free to call me at (360) 705-7006 or via email at roachma@wsdot.wa.gov.

cc: Steve McKerney
File

BEN C. GERWICK, INC.
(A Majority-Owned Subsidiary of COWI North America)

**STATEMENT OF DIRECT LABOR, FRINGE BENEFITS
AND GENERAL OVERHEAD**

FOR THE YEAR ENDED DECEMBER 31, 2013

	General Ledger Balance	Direct Costs	Disallowed Costs	Proposed Company Wide	Overhead Rate*
Direct Labor	<u>\$ 3,142,755</u>	<u>\$ 3,142,755</u>	<u>\$ --</u>	<u>\$ 3,142,755</u>	<u>100.00 %</u>
Indirect Costs					
Fringe Benefits					
Employee benefits	\$ 717,804	\$ --	\$ --	\$ 717,804	
Retirement plan 401(k)	454,815	--	215,000 B	239,815	
Payroll taxes	396,753	--	--	396,753	
Performance bonus	<u>338,475</u>	<u>--</u>	<u>--</u>	<u>338,475</u>	
Total Fringe Benefits	<u>\$ 1,907,847</u>	<u>\$ --</u>	<u>\$ 215,000</u>	<u>\$ 1,692,847</u>	<u>53.87 %</u>
General Overhead					
Indirect labor	2,169,309	--	42,593 C	2,126,716	
Associate and subcontractor fees	1,134,459	1,134,459 A	--	--	
Travel	282,370	107,255 A	--	175,115	
Insurance	200,718	--	--	200,718	
Rent	581,725	--	--	581,725	
Office supplies and expense	141,769	772 A	--	140,997	
Legal and accounting	99,899	--	--	99,899	
Business taxes	56,367	--	--	56,367	
Telephone/Internet	236,003	122 A	--	235,881	
Delivery	10,867	2,435 A	--	8,432	
Depreciation and amortization	94,745	--	--	94,745	
Professional dues and licenses	47,967	8,244 A	--	39,723	
Equipment rental	84,918	--	--	84,918	
Professional publications	28,187	5,685 A	--	22,502	
Outside services	182,311	--	4,500 D	177,811	
Conferences and seminars	64,443	--	--	64,443	
Taxes (Federal)	187,205	--	187,205 E	--	
Taxes (State)	50,196	--	--	50,196	
Other	<u>(13,158)</u>	<u>6,700 A</u>	<u>(45,757) F</u>	<u>25,899</u>	
Total General Overhead	<u>5,640,300</u>	<u>1,265,672</u>	<u>188,541</u>	<u>4,186,087</u>	<u>133.20 %</u>
Total Indirect Costs	<u>7,548,147</u>	<u>1,265,672</u>	<u>403,541</u>	<u>5,878,934</u>	<u>187.07 %</u>
FCCM	<u>3,999</u>	<u>--</u>	<u>--</u>	<u>3,999</u>	<u>0.13 %</u>
Total Indirect Costs with FCCM	<u>\$ 7,552,146</u>	<u>\$ 1,265,672</u>	<u>\$ 403,541</u>	<u>\$ 5,882,933</u>	<u>187.20 %</u>

* Overhead rates are calculated as percentages of direct labor cost.

The accompanying notes are an integral part of this Statement.

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit M-1(a)
Certification Of Consultant

Project No. _____

Local Agency City of Spokane

I hereby certify that I am Roger W. Flint and duly authorized representative of the firm of CH2M HILL, INC. whose address is 999 W. Riverside Avenue, Suite 500, Spokane, WA 99201 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of CITY OF SPOKANE, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this 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;
 - C. Are 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 (I) (B). of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. 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 proposal.

Consultant (Firm): CH2M HILL, INC.

(Date)

(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): CH2M HILL, INC.

(Date)

(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of _____ Post St. Bridge TS&L Proposal _____ *

are accurate, complete, and current as of _____. **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm CH2M HILL, INC.

Name _____

Title Vice President / Area Manager

Date of Execution***

- * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- ** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- *** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

BRIEFING PAPER
Public Works Committee
Integrated Capital Management
November 24, 2014

Subject

Post Street Bridge – Type, Size, and Location Study. This item is to enter into Contractual agreement to conduct a Study of feasible options to replace the bridge to meet the goals and intents of the city.

Background

The Post Street Bridge, built in 1917 and widened in 1937, has significant deterioration which has impacted its load carrying capacity. Traffic revisions have reduced the vehicular loading on the bridge and increased the area subjected to pedestrian loads only.

In 2004 the City had initiated a design to remove the existing Post Street Bridge and replace it with a pedestrian bridge which would also allow for a necessary new sewer line to be placed and for redundancy to be addressed. While significant design work had been completed, the desire to maintain vehicle access has caused us to rethink our approach.

With the recent opening of the Centennial Trail west of the Post Street Bridge and the new construction of Huntington Park, which included creating a one-way Post Street to the north, the City Administration is committed to reconstructing the Post Street Bridge based on the one-way vehicle traffic, the significant amount of pedestrians accessing the bridge and the need to address the deteriorating conditions of the sewer pipe.

A Request for Qualifications (RFQ) was utilized for consultant selection for this study. All prior concepts and engineering work was provided with the RFQ. Two consultants submitted a Statement of Qualification, and CH2M Hill was selected by a review committee.

It is expected that a Type, Size and Location Study will primarily help the City identify the type of bridge required to fully support the multi-modal transportation needs a replacement bridge would need to provide, as well as future utility needs. An assessment of and recommendations on the alignment would also be deliverables from this study.

Impact

The Post Street Bridge has been the subject of several concept iterations. The fact remains that in its deteriorated state, the bridge does not serve the desired capacity, and needs to be updated to competently serve for both transportation and utility needs.

Action

Staff recommends approval of this Type, Size, and Location Study at a cost not to exceed \$400,000 including a Management Reserve Fund of \$24,314 (See attached budget breakdown).

BRIEFING PAPER
Public Works Committee
Integrated Capital Management
November 24, 2014

Post Street Bridge TS&L Study Budget		
Task	Description	Cost
1	Project Managemetn and Coordination	\$41,578
2	Stakeholder Coordination & Public Outreach	\$75,566
3	Geotechnical Investigations and Review	\$14,403
4	Planning and Coordination	\$30,467
5	Concept Development and Evaluation	\$57,990
6	Type, Size and Location (TS&L) Report	\$90,152
7	Environmental Documentation	\$65,530
	Subtotal:	\$375,686
8	River Hydraulics (Optional)	\$10,016
	Administrative Reserve	\$14,298
		\$24,314
	Total:	\$385,702

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

12/08/2014

<u>Date Rec'd</u>	11/19/2014
<u>Clerk's File #</u>	OPR 2014-0837
<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>	2011076
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 14941
<u>Agenda Item Name</u>	0370 - LOW BID AWARD - ARC ELECTRIC & LIGHTING CORPORATION		

Agenda Wording

Low Bid of Arc Electric & Lighting Corporation (Spokane, WA) for Francis Avenue from Division Street to East City Limits I.T.S. - \$648,366.00. An administrative reserve of \$64,836.60, which is 10% of the contract price, will be set aside.

Summary (Background)

On November 17, 2014 bids were opened for the above project. The low bid was from Arc Electric & Lighting Corporation in the amount of \$648,366.00, which is \$407,335.00 or 38.58% under the Engineer's Estimate; One other bid was received from Colvico, Inc. in the amount of \$877,696.00.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 713,202.60	#	3200 95034 95300 56501 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	Public Works 10/13/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jhensley@spokanecity.org	
<u>Additional Approvals</u>		mlesesne@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		mcash@spokanecity.org	
		mhughes@spokanecity.org	

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

Project Number: 2011076

Project Description Francis Ave Division St to ECL ITS

Original Date 6/25/2014 1:06:23 PM

Funding Source Federal

Update Date 11/17/2014 1:37:51 PM

Preparer Gerald Okihara

Addendum

Project Number: 2011076			Engineer's Estimate		Arc Electric & Lighting Corporation		Colvico Inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Public Street Improvement

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	500.00	*****	500.00	*****	500.00	*****	0.00
103	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	500.00	500.00	575.00	575.00	550.00	550.00	0.00	0.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	2,500.00	*****	2,875.00	*****	3,000.00	*****	0.00
105	MOBILIZATION	1 LS	*****	50,000.00	*****	15,000.00	*****	65,000.00	*****	0.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	60,000.00	*****	29,800.00	*****	79,000.00	*****	0.00
107	SEQUENTIAL ARROW SIGN	2500 HR	5.00	12,500.00	1.50	3,750.00	1.35	3,375.00	0.00	0.00
108	SHORING OR EXTRA EXCAVATION CL. A	1 LS	*****	2,000.00	*****	1,000.00	*****	1,500.00	*****	0.00
109	ESC LEAD	1 LS	*****	1,000.00	*****	1,000.00	*****	1,000.00	*****	0.00
110	INLET PROTECTION	1 EA	200.00	200.00	150.00	150.00	200.00	200.00	0.00	0.00
111	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	2,500.00	*****	500.00	*****	1,200.00	*****	0.00
112	COMMUNICATION CABLES AND INTERFACES	1 LS	*****	340,000.00	*****	210,870.00	*****	287,790.00	*****	0.00
113	VIDEO & DATA TRANSMISSION AND DISTRIBUTION SYSTEM	1 LS	*****	63,000.00	*****	45,730.00	*****	51,800.00	*****	0.00
114	CCTV SYSTEM ADDISON ST AND FRANCIS AVE	1 LS	*****	18,000.00	*****	7,105.00	*****	7,130.00	*****	0.00

Project Number: 2011076			Engineer's Estimate		Arc Electric & Lighting Corporation		Colvico Inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Public Street Improvement

115	CCTV SYSTEM FRANCIS AVE AND NEVADA ST	1 LS	*****	18,000.00	*****	7,260.00	*****	7,130.00	*****	0.00
116	CCTV SYSTEM NEVADA ST AND LYONS AVE	1 LS	*****	18,000.00	*****	7,305.00	*****	7,130.00	*****	0.00
117	CCTV SYSTEM CRESTLINE ST AND FRANCIS AVE	1 LS	*****	18,000.00	*****	7,500.00	*****	7,130.00	*****	0.00
118	CCTV SYSTEM FRANCIS AVE AND MARKET ST	1 LS	*****	18,000.00	*****	6,650.00	*****	7,130.00	*****	0.00
119	CCTV SYSTEM FRANCIS AVE AND FREYA ST	1 LS	*****	18,000.00	*****	7,020.00	*****	7,130.00	*****	0.00
120	PERMANENT VARIABLE MESSAGE SIGN NO.1	1 LS	*****	95,000.00	*****	79,655.00	*****	93,500.00	*****	0.00
121	PERMANENT VARIABLE MESSAGE SIGN NO.2	1 LS	*****	95,000.00	*****	80,500.00	*****	93,500.00	*****	0.00
122	VMS COMMISSIONING	1 LS	*****	12,000.00	*****	2,875.00	*****	1,500.00	*****	0.00
123	VMS CENTRAL CONTROL SOFTWARE	1 EST	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	0.00	0.00
124	SIGNING, PERMANENT	1 LS	*****	1,000.00	*****	1,800.00	*****	2,000.00	*****	0.00
125	CANTILEVER SIGN STRUCTURE NO. 1	1 LS	*****	90,000.00	*****	50,100.00	*****	59,750.00	*****	0.00
126	CANTILEVER SIGN STRUCTURE NO. 2	1 LS	*****	90,000.00	*****	48,845.00	*****	59,750.00	*****	0.00
127	REMOVING SIGN STRUCTURE SHAFT OBSTRUCTION	1 EST	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	0.00	0.00

Schedule Totals

1,055,701.00

648,366.00

877,696.00

0.00

Project Number *2011076* *Francis Ave Division St to ECL ITS*

	<i>SCHEDULE SUMMARY</i>								
	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Sched 7</i>	<i>Sched 8</i>	<i>Total</i>
<i>Engineer's Est</i>	1,055,701.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,055,701.00
Arc Electric & Lighting	648,366.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	648,366.00
Colvico Inc	877,696.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	877,696.00

Low Bid Contractor: Arc Electric & Lighting Corporation

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>	
<i>Schedule 01</i>	<u>\$648,366.00</u>	<u>\$1,055,701.00</u>	<u>38.58</u>	% Under Estimate
<i>Bid Totals</i>	\$648,366.00	\$1,055,701.00	38.58	% Under Estimate

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

12/08/2014

<u>Date Rec'd</u>	11/19/2014
<u>Clerk's File #</u>	OPR 2014-0838
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY ATTORNEY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	JUSTIN 835-5994	<u>Project #</u>	
<u>Contact E-Mail</u>	JBINGHAM@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0500-2014 MENTAL HEALTH COURT INTERLOCAL		

Agenda Wording

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court. An important outcome resulting from this Court is improved public safety.

Summary (Background)

The City and County work cooperatively to maintain a Mental Health Court for the City and County residents. This court has a District Court judge working part time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund, county-wide sales tax provision.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ 77,530.75	#	0500-19500-99999-33815
Revenue	\$ 103,469.25	#	0700-19500-99999-33815
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DALTON, PAT	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	PSC 11/17/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	jbingham@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	ebrown korlob	
<u>Additional Approvals</u>		mlogan@spokanecity.org	
<u>Purchasing</u>		stucker@spokanecounty.org	
		derickson@spokanecounty.org	
		kknox@spokanecity.org	
		tkrzyminski@spokanecounty.org	

BRIEFING PAPER
City of Spokane
City Legal-City Prosecutor's Office
Mental Health Court Interlocal
November 17, 2014-PSC

Subject

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court.

Background

The City and County work cooperatively to maintain a Mental Health Court for City and County residents. This court has a District Court judge working part-time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund, county-wide sales tax provision.

Impact

- improved access for defendants to public mental health treatment services
- improved well-being of defendants, who are serviced by professional specialists
- prevents unnecessary incarceration of defendants with mental health issues

An important outcome resulting from this Court for the larger community is improved public safety.

Action

Recommendation of the Public Safety Committee for City Council approval of the 2014 Spokane Mental Health Court Interlocal Agreement (January 1, 2014 – December 31, 2014).

Funding

City funds for this interlocal agreement are available in the City's 2014 annual budget.

For further information contact: Justin Bingham, City Prosecutor, at 835-5994 or jbingham@spokanecity.org

NO. 14-0840

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A 2014)
MENTAL HEALTH COURT INTERLOCAL)
AGREEMENT AMONG SPOKANE)
COUNTY, CITY OF SPOKANE, SPOKANE)
COUNTY PROSECUTING ATTORNEY)
AND SPOKANE COUNTY PUBLIC)
DEFENDER)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the COUNTY, acting through the Board of County Commissioners, has the care of county property and management of county funds and business; and

WHEREAS, pursuant to RCW 36.27.020, the Spokane County Prosecuting Attorney shall prosecute all criminal actions in which the state or the county may be a party; and

WHEREAS, pursuant to RCW 36.26.070, the Spokane County Public Defender must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

WHEREAS, pursuant to the provisions of RCW 39.34.180, the City of Spokane is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

WHEREAS, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009; and

WHEREAS, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009, and terminating March 31, 2014, to fund new or expanded chemical dependency or mental health treatment services and for the operation of

new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

WHEREAS, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on October 22, 2013, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year nine (9) month time frame commencing April 1, 2014, and terminating December 31, 2019, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 13-0964; and

WHEREAS, the COUNTY is desirous of making 2014 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163, Resolution No. 08-1071, and Resolution No. 13-0964 available to the Spokane County Prosecuting Attorney, Spokane County Public Defender, and City of Spokane in conjunction with an 2014 expanded Mental Health Court; and

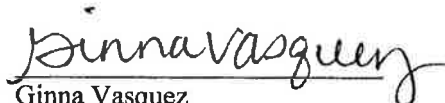
WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6) and RCW 82.14.460, that either the chairperson of the Board or a majority of the Board be and is hereby authorized to execute that document entitled "*Mental Health Court Interlocal Agreement (January 1, 2014-December 31, 2014)*" pursuant to which Spokane County will make 2014 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163, Resolution No. 08-1071, and Resolution No. 13-0964 available to the Spokane County Prosecuting Attorney, Spokane County Public Defender, and City of Spokane in conjunction with an 2014 expanded Mental Health Court

PASSED AND ADOPTED this 28th day of October, 2014.



ATTEST:


Ginna Vasquez
Deputy Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON


AL FRENCH, Chair


TODD MIELKE, Vice-Chair


SHELLY O'QUINN, Commissioner

MENTAL HEALTH COURT INTERLOCAL AGREEMENT
(January 1, 2014 - December 31, 2014)

THIS AGREEMENT 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 "**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, herein after referred to as "**CITY**," the SPOKANE COUNTY PROSECUTING ATTORNEY, an elective office of the County of Spokane, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane, Washington 99260, hereinafter referred to as "**PROSECUTOR**," and the SPOKANE COUNTY PUBLIC DEFENDER, an appointive position of the County of Spokane, having offices for the transaction of business at 1033 West Gardner Avenue, Spokane, Washington 99260-0280, hereinafter referred to as "**PUBLIC DEFENDER**," hereinafter individually referred to as a "**PARTY**" and collectively referred to as the "**PARTIES**."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the COUNTY, acting through the Board of County Commissioners, has the care of county property and management of county funds and business; and

WHEREAS, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal actions in which the state or the county may be a PARTY; and

WHEREAS, pursuant to RCW 36.26.070, the PUBLIC DEFENDER must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

WHEREAS, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

WHEREAS, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for

the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009; and

WHEREAS, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009, and terminating March 31, 2014, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

WHEREAS, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on October 22, 2013, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year nine (9) month time frame commencing April 1, 2014, and terminating December 31, 2019, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 13-0964; and

WHEREAS, the COUNTY is desirous of making 2014 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163, Resolution No. 08-1071, and Resolution No. 13-0964 available to the PARTIES in conjunction with an 2014 expanded Mental Health Court; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

NOW THEREFORE, for and in consideration of the mutual promises set forth hereinafter the PARTIES agree as follows:

SECTION NO. 1: PURPOSE.

The purpose of this Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Mental Health Court with moneys made available by the COUNTY through the Regional Support Network (RSN) solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions Nos. 05-1163 and 08-1071.

SECTION NO. 2: TERM.

This Agreement shall begin on January 1, 2014, and continue until December 31, 2014.

The CITY, PROSECUTOR or PUBLIC DEFENDER may terminate this Agreement at any time upon ninety (90) days written notice to each of the other PARTIES. PROVIDED, however, in the event of such termination, the CITY, at the sole option of the PUBLIC DEFENDER, will continue to provide defense services through December 31, 2014, for any individual who has been accepted into and remains in the Mental Health Court and who the CITY represented on behalf of the PUBLIC DEFENDER prior to the Notice of Termination. Provided, after the date of Notice of Termination the City Public Defender is not obligated to provide defense services for any individual who has not been accepted into the Mental Health Court as of the date of such Notice of Termination.

The PARTIES recognize that funding for the Agreement will come **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071. If for any reason whatsoever the legislation authorizing the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 is found unlawful or unconstitutional, this Agreement shall automatically terminate. Upon such occurrence, the COUNTY shall have no obligation of any kind or nature to fund positions and related maintenance and operation expenses (hereinafter referred to as "M&O) provided for under this Agreement. The COUNTY shall give the PARTIES advance notice of any lawsuit challenging the lawfulness of the legislation authorizing the mental health one-tenth of one percent sales and use tax or Spokane County Resolution Nos. 05-1163 and 08-1071. Provided further, the COUNTY reserves the right to reduce its funding under this Agreement to any PARTY in the event the revenues generated from the one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 are less than those projected. Any such reduction will be allocated to the PARTIES in the same percentage as the reduction in revenues. For example, if revenues are down three (3) percent from what was projected in the 2013 1/10th of 1% sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 budget, all PARTIES funding will be reduced three (3) percent from what was granted under this Agreement. In such circumstance, the COUNTY agrees to give the PARTIES thirty (30) days advance notice of any reduction in funding.

Forty--five (45) days prior to the end of the term of this Agreement, in the event it is not renewed, the PARTIES will meet to determine the transition of individuals represented by City Public Defender on behalf of the PUBLIC DEFENDER back to the PUBLIC DEFENDER.

SECTION NO. 3: RESPONSIBILITIES OF PARTIES

A. FUNCTIONS OF THE CITY WITH RESPECT TO THE COURT.

For the purpose of this Section, the functions to be performed by the City Prosecutor, City Public Defender and others with respect to the Mental Health Court shall include the following:

1) City Presiding Judge:

- Receiving motions from the CITY for transfer of an existing Municipal Court case to the Mental Health Court,
- Participating with the City's Mental Health Court Prosecutor and City Public Defender in determining who should be referred to participate in Mental Health Court, and
- Executing the order of transfer from the Municipal Court to the Mental Health Court.

2) City Prosecutor:

- Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
- Prosecuting those individuals who are accepted into and remain in the Mental Health Court, and
- Representing the interests only of the CITY in conjunction with the Mental Health Court.

3) City Public Defender:

- Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
- Representing the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

B. CITY:

- 1) Employ and house an Assistant City Prosecutor and necessary staff to be assigned to the Mental Health Court. The City Prosecutor and staff shall represent **ONLY** the interests of the City in conjunction with the Mental Health Court. The Assistant City Prosecutor will work with the PROSECUTOR to cross deputize deputies to facilitate Mental Health Court proceedings.
- 2) Employ and house one (1) City Public Defender and necessary staff to be assigned solely to the Mental Health Court. The City Public Defender and staff shall represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court as well as indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) Specially authorize as provided by law that Assistant Public Defender hired by the PUBLIC DEFENDER under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the PUBLIC DEFENDER is required to represent so that if needed he/she can also represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

C. PROSECUTOR:

- 1) Employ and house County Prosecutor(s) and necessary staff to be assigned to the Mental Health Court. The County Prosecutor and necessary staff shall represent the interests ONLY of the State and County in conjunction with the Mental Health Court. The PROSECUTOR will work with the City Prosecutor to cross deputize deputies to facilitate Mental Health Court proceedings.

D. PUBLIC DEFENDER:

- 1) Employ and house one (1) County Public Defender to be assigned solely to the Mental Health Court. The County Public Defender shall represent the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 2) Specially authorize as provided by law that Assistant Public Defender hired by the CITY under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the CITY is required to represent so that if needed he/she can also represents the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) If a client has both CITY and COUNTY cases, the PUBLIC DEFENDER shall handle all files (both CITY and COUNTY) for the individual defendant as the City Public Defender and the County PUBLIC DEFENDER agree are in the best interests of the defendant.

E. COUNTY:

- 1) Provide funding through the RSN **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071, for those positions hired by the CITY, PROSECUTOR or PUBLIC DEFENDER under the terms of this Agreement. The funding for such positions is more particularly set forth in Attachment "A", attached hereto and incorporated herein by reference.

F. LIMITED RESOURCES / COOPERATION:

- 1) The PARTIES agree to work together in a cooperative manner for the success of the Mental Health Court recognizing that neither the Spokane County District Court nor the City of Spokane Municipal Court is a PARTY to this Agreement.

- 2) The PARTIES acknowledge that this Agreement covers only certain aspects of the full potential of the enabling state law and COUNTY ordinances relating to the funding of dedicated attorneys for the Mental Health Court. RCW 82.14.460 and the implementing COUNTY ordinance set forth how the revenues generated from the sales and use tax can be expended.
- 3) The COUNTY agrees to share with the PARTIES any new or expanded programs affecting the scope of the Mental Health Court and its current allocated resources/funds prior to implementation and afford the PARTIES an opportunity to provide input.

SECTION NO. 4: COMPENSATION

The COUNTY through the Regional Support Network (RSN) shall reimburse the CITY, PROSECUTOR, and PUBLIC DEFENDER on a quarterly basis for expenditures any PARTY incurs as provided for in Attachment "A".

The CITY shall send all requests for reimbursement for the City as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8th Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PROSECUTOR shall send all requests for reimbursement for the Prosecutor as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8th Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PUBLIC DEFENDER shall send all requests for reimbursement for the Public Defender as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8th Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

All requests for reimbursement by the CITY, PROSECUTOR, or PUBLIC DEFENDER shall include a certification that the reimbursement requested was solely for expenditures by the PARTY to meet its responsibilities in Section No. 3. Reimbursement by the County RSN to the CITY, PROSECUTOR, or PUBLIC DEFENDER shall normally be made within fourteen (14) calendar days of the receipt of a reimbursement request. Under no circumstance will the County RSN reimburse any PARTY in excess of that amount set forth in Attachment "A".

SECTION NO. 5: AGREEMENT TO BE FILED

The CITY shall file this Agreement with its City Clerk. The COUNTY will place the Agreement on its WEB site.

SECTION NO. 6: MAINTENANCE OF RECORDS

The CITY shall make available to the COUNTY or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hour and consistent with any

applicable Rules of Professional Conduct, all records, books or pertinent information which the CITY shall have kept in conjunction with this Agreement and which the COUNTY 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 its obligations under the terms of this Agreement.

SECTION NO. 7: ADMINISTRATION

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

SECTION NO. 8: PROPERTY UPON TERMINATION

Title to all personal property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

SECTION NO. 9: LIABILITY

For the purpose of this Section, the terminology "CITY" shall include the City Public Defender and City Prosecutor. The terminology "COUNTY" shall include the PROSECUTOR and PUBLIC DEFENDER.

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY'S negligence or breach of its obligations under the Agreement. The CITY'S duty to indemnify shall not apply to liability caused by the negligence of the COUNTY, its officers and employees.

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY'S negligence or breach of its obligations under the Agreement. The COUNTY'S duty to indemnify shall not apply to liability caused by the negligence of the CITY, its officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a PARTY is acting under the direction and control of the other PARTY, the PARTY directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other PARTY's officer or employee's negligence.

Each PARTY's duty to indemnify shall survive the termination or expiration of the Agreement.

Each PARTY waives, with respect to the other PARTY only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES have specifically negotiated this provision.

SECTION NO. 10: NOTICES

All notices shall be in writing and served either personally or by certified mail, return receipt requested, to the following persons. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

COUNTY: Chief Executive Officer or his/her authorized representative
1116 West Broadway Avenue
Spokane, Washington 99260

Copy: County Regional Support Network
312 W. 8th Avenue
Spokane, Washington 99204

CITY: City Administrator or his/her authorized representative
City Hall, Seventh Floor
808 West Spokane Falls Boulevard
Spokane, Washington 99201-3303

Copies: City Public Defender
824 North Monroe Street
Spokane, Washington 99201

City Prosecutor
909 West Mallon Avenue
Spokane, Washington 99201

PROSECUTOR: Spokane County Prosecuting Attorney
1100 West Mallon Avenue
Spokane, Washington 99260

PUBLIC DEFENDER: Spokane County Public Defender
1033 West Gardner Avenue
Gardner Court Building
Spokane, Washington 99260

SECTION NO. 11: INSURANCE

During the term of the Agreement, the CITY and COUNTY shall each maintain in force at its sole expense, each insurance noted below:

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the CITY or its insurer(s) to the COUNTY.

Written evidence of insurance shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by the CITY. As evidence of the insurance coverages required by this Agreement, the CITY shall furnish written evidence of acceptable insurance to the COUNTY at the time it returns the signed Agreement. If requested, complete copies of insurance policies shall be provided to the COUNTY. The CITY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. The CITY shall not receive any funds through the RSN until a Certificate of Insurance, meeting the requirements set forth herein has been approved by the Spokane County Risk Management Department and filed with the County department(s) with whom the Agreement is executed.

SECTION NO. 12: NON-WAIVER

No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.

SECTION NO. 13: HEADINGS

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

SECTION NO. 14: ENTIRE AGREEMENT

This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.

SECTION NO. 15: MODIFICATION

No modifications or amendments to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

SECTION NO. 16: ASSIGNMENT

No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

SECTION NO. 17: SEVERABILITY

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

SECTION NO. 18: COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION NO. 19: NONDISCRIMINATION

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

SECTION NO. 20: VENUE STIPULATION

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 21: 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 NO. 22: CHAPTER 39.34 RCW REQUIRED CLAUSES

A. Purpose. See Section No. 1 above.

B. Duration. See Section No. 2 above.

- C. Organization of Separate Entity and Its Powers. See Section No. 6 above.
- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be filed. See Section No. 4 above.
- F. Financing. See Section 3 above.
- G. Termination. See Section No. 2 above.
- H. Property upon Termination. See Section No. 7 above.

(This Space intentionally left blank.)

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

DATED: 10-28-2014

ATTEST:

Diana Vasquez obo
Daniela Erickson
Clerk of the Board 14-0840

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

Al French
AL FRENCH, Chair

Todd Mielke
TODD MIELKE, Vice Chair

Shelly O'Quinn
SHELLY O'QUINN, Commissioner



DATED: _____

Attest:

CITY OF SPOKANE:

By: David A. Condon
Mayor

City Clerk

Approved as to form:

[Signature]
Assistant City Attorney

DATED: Oct 29 2014

SPOKANE COUNTY PROSECUTING
ATTORNEY

By: [Signature]
Its: Chief of D.P.A.
(Title)

DATED: 10-31-14

SPOKANE COUNTY PUBLIC DEFENDER

By: T. K.

Its: County Public Defender
(Title)

Approved:

CITY OF SPOKANE MUNICIPAL COURT

Mary Logan
Mary Logan, Presiding Judge

CITY PUBLIC DEFENDER

Katherine Knox
Katherine Knox

CITY PROSECUTOR

Justin Bingham
Justin Bingham

2014
ATTACHMENT "A"

PARTY	COUNTY FUNDING FROM MENTAL HEALTH TAX	FUNDING TO BE USED FOR
CITY	\$181,000.00	City may use this money for Prosecutor/Support Staff/M&O, City Public Defender/Support Staff/M&O, or any other item consistent with RCW 82.14.460.
COUNTY PROSECUTOR	\$ 66,000	County Prosecutor/Support Staff/M&O
COUNTY PUBLIC DEFENDER	\$115,000	County Public Defender/Support Staff/M&O



OFFICE OF COUNTY COMMISSIONERS

Todd Mielke, 1ST DISTRICT • Shelly O'Quinn, 2ND DISTRICT • Al French, 3RD DISTRICT

November 3, 2014

RECEIVED

NOV 04 2014

CITY CLERK'S OFFICE
SPOKANE, WA

City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201
Attn: Terri Pfister

Re: 2014 Mental Health Court Interlocal Agreement

Dear Ms. Pfister:

Enclosed, for signature, is the following item:

- "2014 Mental Health Court Interlocal Agreement among Spokane County, City of Spokane, Spokane County Prosecuting Attorney and Spokane County Public Defender"

Please send a copy back to our office when executed.

Yours very truly,

Ginna Vasquez
Deputy Clerk of the Board
Spokane County Commissioners Office

Encl.

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

12/08/2014

Date Rec'd

11/21/2014

Clerk's File #

OPR 2014-0839

Renews #Submitting Dept

GRANTS MGMT & FINANCIAL ASST

Cross Ref #Contact Name/Phone

JENNIFER 625-6091

Project #Contact E-Mail

JSTAPLETON@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0700 OFFICE OF PUBLIC DEFENSE GRANT FUND ACCEPTANCE

Agenda Wording

Approval to accept funding from the Washington State Office of Public Defense (OPD) for \$64,400 grant funds for the use by the City Public Defender's Office effective 1/1/2015 - 12/31/2015.

Summary (Background)

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

Fiscal ImpactBudget Account

Revenue \$ 64,400

0700-95555-99999-33412-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

STAPLETON, JENNIFER

Study SessionDivision Director

COOLEY, GAVIN

Other

Public Safety Com.

Finance

DOLAN, PAM

Distribution ListLegal

WHALEY, HUNT

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing



Internet Email: opd@opd.wa.gov

**WASHINGTON STATE
OFFICE OF PUBLIC DEFENSE**

(360) 586-3164
FAX (360) 586-8165

November 7, 2014

Kathy Knox
City Public Defender
City of Spokane Public Defender's Office
824 North Monroe St
Spokane, WA 99201

Re: Chapter 10.101 RCW Application for Public Defense Grant Funds

Dear Kathy Knox,

The Washington State Office of Public Defense (OPD) is pleased to announce the award of RCW 10.101.080 Public Defense Grant funds to the City of Spokane. The award is \$64,400 for use in 2015.

Enclosed is a short Grant Agreement for your review and signature by an authorized representative of the City of Spokane. The signed Grant Agreement should be returned to OPD by December 1, 2014. A conformed copy will be sent to you for your records. A copy of OPD's policy on authorized uses is enclosed.

The grant funds will be mailed to you in mid-December. If you want the check mailed to a different person or office, please let us know. If the City of Spokane uses state BARS coding, these grant funds should be received under BARS revenue code 334.01.2X.

Chapter 10.101 RCW requires cities awarded funds to demonstrate to OPD that they are either meeting the public defense standards referenced in RCW 10.101.030, or that the funds received are used to make appreciable demonstrable improvements in the delivery of public defense services. In addition, the Washington Supreme Court has adopted statewide Standards for Indigent Defense and Attorney Certification of Compliance. OPD's Public Defense Services Managers are available to assist the city and its public defense attorneys in implementing the Supreme Court requirements, including the misdemeanor caseload limits scheduled to become effective January 2015. Please feel free to contact Katrin Johnson or Kathy Kuriyama at (360) 586-3164 ext 108 and 114 respectively.

We look forward to receiving the city's mid-year report in July 2015 (as required in the Grant Agreement), as well as visiting your program at least one time during the year.

Sincerely,

Sophia Byrd McSherry, Deputy Director

Enclosures

cc: Judge Mary C. Logan

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

1. Grantee City of Spokane 808 West Spokane Falls Blvd Spokane, WA 99201	2. Grantee Representative Kathy Knox City Public Defender City of Spokane Public Defender's Office 824 North Monroe St Spokane, WA 99201
3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. OPD Representative Joanne I. Moore Director Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. Grant Amount \$64,400	6. Grant Period January 1, 2015 through December 31, 2015
7. Grant Purpose The Chapter 10.101 RCW city grants are competitive grants for the purpose of improving the quality of public defense services in Washington municipalities. (See Chapter 10.101 RCW.)	
The Office of Public Defense (OPD) and Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start January 1, 2015 and end December 31, 2015. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Special Terms and Conditions of the City Grant and General Terms and Conditions of City Grant.	
FOR THE GRANTEE _____ Name, Title _____ Date	FOR OPD _____ Joanne I. Moore, Director _____ Date

SPECIAL TERMS AND CONDITIONS OF THE CITY GRANT

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Grant.

- a. The Representative for OPD and their contact information are identified on the Face Sheet of this Grant.
- b. The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. GRANT AWARD AMOUNT

The Grantee is awarded Sixty Four Thousand Four Hundred and 00/100 Dollars (\$64,400) to be used for the purpose(s) described in the USE OF GRANT FUNDS below.

3. PROHIBITED USE OF GRANT FUNDS (as adopted in OPD Policy County/City Use of State Public Defense Funding)

- a. Grant funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of state grant funds.
- b. Grant funds cannot be spent on purely administrative functions or billing costs.
- c. Grant funds cannot be used for cost allocation.
- d. Grants funds cannot be used for indigency screening costs.
- e. Grant funds cannot be used for city or court technology systems or administrative equipment.
- f. Grant funds cannot be used for city attorney time, including advice on public defense contracting.

4. USE OF GRANT FUNDS

- a. Grantee agrees to use the grant funds for the following purposes:
 - i. Providing public defense services at preliminary appearance calendars.
 - ii. Adding attorneys to reduce public defense caseloads.
- b. Grantee agrees to obtain OPD's written permission before funds are used for any purpose other than those listed in Section 4a above.
- c. Grantee agrees to use the funds in calendar year 2015. If Grantee is unable to use the funds in 2015, the Grantee agrees to notify OPD to determine what action needs to be taken.
- d. Grantee agrees to deposit the grant check within fourteen days of receipt.

5. REPORT

Grantee agrees to submit a written mid-year report to OPD no later than July 31, 2015. The report shall include, but not necessarily be limited to, the following information: to date overview, how grant funds have been used, a copy of each public defense attorney's quarterly Certificate of Compliance submitted during 2015, and a description of efforts to implement the Supreme Court Standards for Indigent Defense.

6. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes, regulations, and court rules
- Special Terms and Conditions Of the City Grant
- General Terms and Conditions of the City Grant

GENERAL TERMS AND CONDITIONS OF THE CITY GRANT

1. **ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

2. **AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. **ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of OPD.

5. **ATTORNEY'S FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

6. **CONFORMANCE**

If any provision of this Grant violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

7. **ETHICS/CONFLICTS OF INTEREST**

In performing under this Grant, the Grantee shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. **GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. **INDEMNIFICATION**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Grant.

10. **LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part.

12. **RECAPTURE**

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of the Grant, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

13. **RECORDS MAINTENANCE**

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant. Grantee shall retain such records for a period of six (6) years following the end of the grant period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the

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

14. **RIGHT OF INSPECTION**

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

15. **SEVERABILITY**

If any provision of this Grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Grant and to this end the provisions of this Grant are declared to be severable.

16. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing.

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

COUNTY/CITY USE OF STATE PUBLIC DEFENSE FUNDING (as amended June 2008)

State funds disbursed to counties and cities pursuant to Chapter 10.101 RCW cannot be used to supplant local funds that were being spent on public defense services prior to the initial disbursement of state funds. State funds must be spent to improve the quality of legal representation directly received by indigent defendants. The funds cannot be spent on purely administrative functions. Following are guidelines regarding permitted use of state public defense funds.

1. State public defense funding under Chapter 10.101 RCW *may* be used in the following ways:

- a) Additional investigator services
- b) Additional expert services
- c) Creation of a public defense office
- d) New quality monitoring by an attorney coordinator who can act as a legal supervisor for the attorneys providing public defense (but non-attorney administrative employees of the county or city are not an approved use of funds)
- e) Computers or access to electronic legal research systems for public defenders
- f) Increase in public defense attorney compensation
- g) Provision of public defense services at first appearance calendars (or increase of first appearance services if public defenders are already provided)
- h) Addition of more attorneys to lower public defense caseloads
- i) Addition of social worker services to assist public defense attorneys
- j) Direct training costs to train public defense attorneys
- k) Evaluations of defendants for sentencing options, such as drug evaluations, SSOSA, DOSA
- l) Provision of internet connectivity (e.g. wireless) for public defense attorneys
- m) Provision of interpreter services for attorney-client interviews and communication (but in-court interpreter appointments required under Chapter 2.43 RCW are not an approved use of funds)

2. State public defense funding under Chapter 10.101 RCW *may not* be used in the following ways:

- a) Supplanting county or city funds used for public defense services prior to the initial disbursement of state funds to the county or city
- b) Billing or other administrative costs incurred by the county or city in administering the public defense program
- c) Indigency screening
- d) County, city or court technology systems or administrative equipment
- e) County or city attorney time, including advice on public defense contracting, except as provided in Section 1(d) above.

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

12/08/2014

<u>Date Rec'd</u>	12/3/2014
<u>Clerk's File #</u>	CPR 2014-0002
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	LEONARD DAVIS 625-6028
<u>Contact E-Mail</u>	LDAVIS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Claim Item
<u>Agenda Item Name</u>	5600-CLAIMS-2014

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 12/1/14.
Total: \$ 9,583,574.58 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total: \$ 8,928,090.08

Summary (Background)

Pages 1-53 Check numbers: 500903 - 501296 ACH payment numbers: 16010 - 16129 On file for review in City Clerks Office: 53 Page listing of Claims

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 8,928,090.08	# Various
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	<u>Study Session</u>
<u>Division Director</u>	<u>Other</u>
<u>Finance</u>	<u>Distribution List</u>
<u>Legal</u>	
<u>For the Mayor</u>	

<u>Additional Approvals</u>	
<u>Purchasing</u>	

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 48

APPROVAL FUND SUMMARY

DATE: 12/02/14
TIME: 08:24
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	530,036.28
1100	STREET FUND	66,381.13
1200	CODE ENFORCEMENT FUND	4,476.54
1300	LIBRARY FUND	17,858.55
1400	PARKS AND RECREATION FUND	60,033.69
1450	UNDER FREEWAY PARKING FUND	837.20
1460	PARKING METER REVENUE FUND	26,583.48
1510	SPOKANE RGL EMERG COMM SYS	31,570.44
1540	HUMAN SERVICES GRANTS FUND	15,558.45
1541	CONTINUUM OF CARE	0.00
1560	FORFEITURES & CONTRIBUTION FND	12,371.21
1620	PUBLIC SAFETY & JUDICIAL GRANT	1,724.65
1630	COMBINED COMMUNICATIONS CENTER	26,992.98
1640	COMMUNICATIONS BLDG M&O FUND	1,419.04
1680	CD/HS OPERATIONS	3,914.86
1690	COMM DEVELOPMENT BLOCK GRANTS	0.00
1695	CDBG REVOLVING LOAN FUND	137.58
1730	HOPE ACQUISITION FUND	105.35
1780	RENTAL REHABILITATION FUND	44.48
1940	CHANNEL FIVE EQUIPMENT RESERVE	51,907.44
1970	FIRE/EMS FUND	247,073.65
1980	DEFINED CONTRIBUTION ADMIN FND	13,250.00
3200	ARTERIAL STREET FUND	182,444.62
3404	2004 UTGO STREET BONDS	583,919.78
4100	WATER DIVISION	222,078.97
4250	INTEGRATED CAPITAL MANAGEMENT	5,786.21
4300	SEWER FUND	2,114,002.01
4340	WATER/WW REVENUE BOND FUND	48,750.00
4480	SOLID WASTE FUND	155,320.71
4490	SOLID WASTE DISPOSAL CONS FUND	1,448,107.31
4600	GOLF FUND	20,442.46
4700	BLDG SERVICES	15,191.23
5100	FLEET SERVICES FUND	144,712.42
5110	FLEET SVCS EQUIP REPL FUND	72,746.29
5200	PUBLIC WORKS AND UTILITIES	32,299.16
5300	IT FUND	103,793.46
5310	IT CAPITAL REPLACEMENT FUND	21,450.00
5400	REPROGRAPHICS FUND	2,821.69
5600	ACCOUNTING SERVICES	13,413.56
5800	RISK MANAGEMENT FUND	152.17
5810	WORKERS' COMPENSATION FUND	7,961.43
5830	EMPLOYEES BENEFITS FUND	330,771.22
5900	ASSET MANAGEMENT FUND OPS	26,355.72
5901	ASSET MANAGEMENT FUND CAPITAL	146,509.24
6060	EMPLOYEES' RETIREMENT FUND	1,186.58
6070	FIREFIGHTERS' PENSION FUND	76,186.56
6080	POLICE PENSION FUND	81,811.49
6730	PARKING & BUSINESS IMPROV DIST	16,186.75
6785	TRANSPORTATION BENEFIT DIST	1,228.38
6960	SALARY CLEARING FUND NEW	1,940,183.66
TOTAL:		8,928,090.08

REPORT: PG3630
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 48

DATE: 12/02/14
TIME:
PAGE: 1

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

FOSTER PEPPER PLLC	LEGAL SERVICES ACH PMT NO. - 80016056	10,000.00
KENYON DISEND PLLC	LEGAL SERVICES CHECK NO. - 00501025	145.77
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00501256	97.83
TOTAL FOR 0020 - NONDEPARTMENTAL		10,243.60

0030 - POLICE OMBUDSMAN

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	150.00
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	420.31
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	422.36
TOTAL FOR 0030 - POLICE OMBUDSMAN		992.67

0100 - GENERAL FUND

BANK OF AMERICA BANKCARD CENTER	PCARD ADVANCE PYMT REC CHECK NO. - 00501091	25,900.71-
KIEMLE & HAGOOD COMPANY	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00501026	28,397.88
PHOENIX PROTECTIVE CORP	DEPOSIT-COUNTY CHECK NO. - 00501036	15.00
RICHARD COWELL TACTICAL LLC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00501274	1,287.00
SALEM ARMS	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00501054	13,730.62
SPOKANE NEIGHBORHOOD ACTION PARTNERS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80016066	14,989.34
TRANSITIONS DBA TRANSITIONAL PROGRAMS FOR WOMEN	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80016075	16,120.10
US BANK	PCARD ADVANCE PYMT REC CHECK NO. - 00501256	216,911.32-
VOLUNTEERS OF AMERICA EASTERN WA & N IDAHO	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80016077	6,218.51

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	GRANT CASH PASS THRU ACCOUNT	
	-	111.97
WA STATE TREASURER	DEPOSIT-STATE BLDG CODE FEE	
	CHECK NO. - 00501289	1,728.00

TOTAL FOR 0100 - GENERAL FUND		160,213.61-

0230 - CIVIL SERVICE

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00501097	455.00
US BANK	ADVERTISING	
	CHECK NO. - 00501256	252.00
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT	
	CHECK NO. - 00501256	37.69
US BANK	OFFICE SUPPLIES	
	CHECK NO. - 00501256	286.99
US BANK	PUBLICATIONS	
	CHECK NO. - 00501256	56.95
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00501110	1,512.73
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES	
	-	13.92
WA STATE DEPT OF REVENUE	PUBLICATIONS	
	-	4.95

TOTAL FOR 0230 - CIVIL SERVICE		2,620.23

0260 - CITY CLERK

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00501097	215.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00501110	1,010.75

TOTAL FOR 0260 - CITY CLERK		1,225.75

0300 - HUMAN SERVICES

COMCAST	IT/DATA SERVICES	
	CHECK NO. - 00500999	52.95
FULCRUM INSTITUTE	CONTRACTUAL SERVICES	
DISPUTE RESOLUTION CLINIC	CHECK NO. - 00501013	4,166.67

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GOODWILL INDUSTRIES OF THE INLAND NORTHWEST	CONTRACTUAL SERVICES CHECK NO. - 00501016	3,608.77
SECOND HARVEST FOOD BANK OF THE INLAND NORTHWEST	CONTRACTUAL SERVICES CHECK NO. - 00501055	6,942.27
SPOKANE COUNTY MEDICAL SOCIETY DIV OF SOCIETY ENTERPRISES INC	CONTRACTUAL SERVICES CHECK NO. - 00501063	9,550.01
SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES ACH PMT NO. - 80016066	10,085.73
TRANSITIONS DBA TRANSITIONAL PROGRAMS FOR WOMEN	CONTRACTUAL SERVICES ACH PMT NO. - 80016075	9,837.55
YFA CONNECTIONS	CONTRACTUAL SERVICES ACH PMT NO. - 80016082	5,261.72
TOTAL FOR 0300 - HUMAN SERVICES		49,505.67

0320 - COUNCIL

BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00501091	597.64
CATHOLIC CHARITIES	CONTRACTUAL SERVICES ACH PMT NO. - 80016047	1,430.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	465.00
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	265.62
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	1,691.82
WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION INC	CONTRACTUAL SERVICES CHECK NO. - 00501081	5,000.00
TOTAL FOR 0320 - COUNCIL		9,450.08

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

COMPUCOM SYSTEMS INC	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00501000	242.96
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	330.00
US BANK	CONTRACTUAL SERVICES CHECK NO. - 00501256	1,181.93
US BANK	OPERATING SUPPLIES CHECK NO. - 00501256	57.15

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00501110	1,533.84

TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS	3,345.88
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0350 - COMMUNITY CENTERS

COMPASS CONSTRUCTION INC	BUILDING IMPROVEMENTS	
	CHECK NO. - 00500910	17,686.16

INDUSTRIAL COMMERCIAL SERVICE	BUILDING IMPROVEMENTS	
	CHECK NO. - 00500922	5,320.87

NE COMMUNITY CENTER ASSN	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80016063	9,558.26

WEST CENTRAL COMMUNITY	CONTRACTUAL SERVICES	
DEVELOPMENT ASSOCIATION INC	CHECK NO. - 00500953	35,421.00

TOTAL FOR 0350 - COMMUNITY CENTERS	67,986.29
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0370 - ENGINEERING SERVICES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80016018	175.77

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00501097	2,580.00

US BANK	OFFICE SUPPLIES	
	CHECK NO. - 00501256	1,197.78

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00501110	10,340.34

TOTAL FOR 0370 - ENGINEERING SERVICES	14,293.89
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0410 - FINANCE

ALLIED ENVELOPE	PRINTING/BINDING OS VENDOR	
	CHECK NO. - 00500990	42.16

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00501097	465.00

US BANK	OFFICE SUPPLIES	
	CHECK NO. - 00501256	55.26

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00501110	1,455.97

WA STATE DEPT OF REVENUE	MISC SERVICES/CHARGES	
CASH MANAGEMENT SECTION	CHECK NO. - 00501288	7,760.92

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0410 - FINANCE		9,779.31
0430 - GRANTS MANAGEMENT		
ALLIED ENVELOPE	PRINTING/BINDING OS VENDOR CHECK NO. - 00500990	42.16
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	150.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	457.19
TOTAL FOR 0430 - GRANTS MANAGEMENT		649.35
0450 - COMM & NEIGHBHD SVCS DIVISION		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	277.50
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	130.44
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	1,091.64
TOTAL FOR 0450 - COMM & NEIGHBHD SVCS DIVISION		1,499.58
0470 - HISTORIC PRESERVATION		
BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00501091	465.20
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	75.00
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00501256	10.14
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00501256	195.00
US BANK	REGISTRATION/SCHOOLING CHECK NO. - 00501256	370.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	318.34
TOTAL FOR 0470 - HISTORIC PRESERVATION		1,433.68
0500 - LEGAL		

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80016113	721.15
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80016113	89.47
BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00501091	1,784.20
C & C YARD CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80016046	125.30
COUNTY OF GRANT	LEGAL SERVICES CHECK NO. - 00501265	38.10
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES CHECK NO. - 00501264	24.74
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	1,605.00
JRM ENTERPRISES INC DBA PROFESSIONAL LANGUAGE	INTERPRETER COSTS ACH PMT NO. - 80016060	1,050.00
K & L GATES LLP RCAC	LEGAL SERVICES ACH PMT NO. - 80016118	427.50
KERSHAW INC	OFFICE SUPPLIES ACH PMT NO. - 80016062	36.52
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS CHECK NO. - 00501029	118.97
LEXISNEXIS A DIVISION OF REED ELSEVIER INC	PUBLICATIONS CHECK NO. - 00501041	3,977.33
MOLLY ROSE B FEHRINGER	LEGAL SERVICES ACH PMT NO. - 80016128	9.62
US BANK	CLE TRAVEL CHECK NO. - 00501256	235.00
US BANK	MINOR EQUIPMENT CHECK NO. - 00501256	622.42
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	2,354.98
US BANK	REGISTRATION/SCHOOLING CHECK NO. - 00501256	795.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	8,076.67
WA STATE DEPT OF LICENSING NOTARY PUBLIC PROGRAM	LEGAL SERVICES CHECK NO. - 00501286	30.00

TOTAL FOR 0500 - LEGAL

22,121.97

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0520 - MAYOR

BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00501091	354.20
DAVID CONDON	PARKING/TOLLS CHECK NO. - 00501262	12.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	15.00
US BANK	MINOR EQUIPMENT CHECK NO. - 00501256	319.96
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00501256	1,157.24
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	169.92
US BANK	REGISTRATION/SCHOOLING CHECK NO. - 00501256	250.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	1,101.09
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	27.84

TOTAL FOR 0520 - MAYOR 3,407.75

0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	135.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	625.70
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00501284	38.67

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES 799.37

0560 - MUNICIPAL COURT

BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00501091	324.54
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES CHECK NO. - 00500913	28.00
GUARDSMARK LLC	ALARM/SECURITY SERVICES CHECK NO. - 00500917	466.75

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	1,620.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES CHECK NO. - 00500929	473.52
SPOKANE COUNTY TREASURER	JURY COSTS ACH PMT NO. - 80016031	34.00
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	309.93
US BANK	OPERATING SUPPLIES CHECK NO. - 00501256	192.49
US BANK	POSTAGE CHECK NO. - 00501256	66.02
US BANK	REGISTRATION/SCHOOLING CHECK NO. - 00501256	225.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	5,588.78
WA STATE TREASURER	AUTO THEFT PREVENTION CHECK NO. - 00501289	6,551.87
WA STATE TREASURER	BLOOD/BREATH TEST FEE CHECK NO. - 00501289	626.87
WA STATE TREASURER	DEATH INVESTIGATIONS CHECK NO. - 00501289	232.92
WA STATE TREASURER	HIGHWAY SAFETY CHECK NO. - 00501289	369.45
WA STATE TREASURER	JIS ACCOUNT CHECK NO. - 00501289	16,147.46
WA STATE TREASURER	PSEA (SHB 1869) CHECK NO. - 00501289	26,275.48
WA STATE TREASURER	PSEA3 CHECK NO. - 00501289	644.77
WA STATE TREASURER	SCHOOL ZONE SAFETY CHECK NO. - 00501289	399.52
WA STATE TREASURER	SPECIAL ASSESSMENT CHECK NO. - 00501289	51,613.51
WA STATE TREASURER	TRAUMA CARE CHECK NO. - 00501289	3,757.94
WA STATE TREASURER	TRAUMATIC BRAIN INJ/TRAUMA CHECK NO. - 00501289	1,362.31
WA STATE TREASURER	VEHICLE LICENSE FRAUD CHECK NO. - 00501289	41.24

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE TREASURER	WSP HIGHWAY CHECK NO. - 00501289	1,318.90
TOTAL FOR 0560 - MUNICIPAL COURT		118,671.27
0570 - OFFICE OF HEARING EXAMINER		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	135.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	392.35
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		527.35
0620 - HUMAN RESOURCES		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	366.25
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	182.41
US BANK	PROMOTIONAL SUPPLIES CHECK NO. - 00501256	40.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	1,205.18
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	13.92
TOTAL FOR 0620 - HUMAN RESOURCES		1,807.76
0650 - PLANNING SERVICES		
COMPUCOM SYSTEMS INC	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00501000	302.16
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	597.00
MOORE IACOFANO GOLTSMAN INC	CONTRACTUAL SERVICES CHECK NO. - 00500931	3,270.00
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00501256	340.04
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	320.61
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00501256	26.99

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	REGISTRATION/SCHOOLING CHECK NO. - 00501256	455.48
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	3,310.28
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	21.10
TOTAL FOR 0650 - PLANNING SERVICES		8,643.66

0680 - POLICE

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS CHECK NO. - 00501257	384.00
ALLIED SAFE & VAULT CO INC DBA ALLIED FIRE AND SECURITY	ALARM/SECURITY SERVICES ACH PMT NO. - 80016112	478.50
AMP ENTERPRISES INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80016043	600.00
ARGUS INTERGRATED SERVICES LLC DBA ARGUS JANITORIAL LLC	LAUNDRY/JANITORIAL SERVICES CHECK NO. - 00500991	3,553.52
ARGUS INTERGRATED SERVICES LLC DBA ARGUS JANITORIAL LLC	OPERATING SUPPLIES CHECK NO. - 00500991	349.09
AT&T MOBILITY	CELL PHONE CHECK NO. - 00501259	293.35
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80016113	1,642.28
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80016113	146.81
BANK OF AMERICA BANKCARD CENTER	MISC SERVICES/CHARGES CHECK NO. - 00501091	70.36
BANK OF AMERICA BANKCARD CENTER	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00501091	70.36
BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00501091	4,262.07
BEACON SERVICE INC	LAUNDRY/JANITORIAL SERVICES CHECK NO. - 00500993	2,957.45
BLUMENTHAL UNIFORMS & EQUIP	CLOTHING CHECK NO. - 00500994	21,634.58
CHRISTEN ANN KISHEL PHD	MEDICAL SERVICES CHECK NO. - 00501027	1,200.00
CHRISTEN ANN KISHEL PHD	REGISTRATION/SCHOOLING CHECK NO. - 00501027	795.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CHRISTEN ANN KISHEL PHD	TRAVEL CHECK NO. - 00501027	2,264.40
COMCAST	IT/DATA SERVICES CHECK NO. - 00500999	1,302.04
COOK SECURITY GROUP	ALARM/SECURITY SERVICES CHECK NO. - 00501004	60.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80016051	5,183.35
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES CHECK NO. - 00501264	18.56
FRANK G STRAUB OR RICK DOBROW TRUSTEE	MISC SERVICES/CHARGES CHECK NO. - 00501281	4,944.00
HAWKINS EDWARDS INC	OPERATING RENTALS/LEASES CHECK NO. - 00501018	571.65
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	49,146.22
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS CHECK NO. - 00501029	46.63
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES CHECK NO. - 00501269	223.82
NEXTEL COMMUNICATIONS	CELL PHONE CHECK NO. - 00501273	2,011.39
PERSONNEL EVALUATIONS INC	BACKGROUND CHECKS CHECK NO. - 00501046	360.00
PHOENIX PROTECTIVE CORP	LICENSE/PERMIT-PROF&OCCUP CHECK NO. - 00501036	92.00
PROFORCE LAW ENFORCEMENT PROFORCE MARKETING INC	MINOR EQUIPMENT CHECK NO. - 00501048	23,931.99
ROBERT T BRO dba T & B SPRINKLERS	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80016073	2,983.82
SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT CHECK NO. - 00501056	1,587.05
SPOKANE COUNTY INFO SYSTEMS SPOKANE COUNTY TREASURER	SPOKANE COUNTY MISC SERVICES CHECK NO. - 00501279	1,488.80
SPOKANE COUNTY TREASURER	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80016122	33.50
SPOKANE COUNTY TREASURER	TELEPHONE ACH PMT NO. - 80016122	1,288.44
SPOKANE INTERNAL MEDICINE PS	MEDICAL SERVICES CHECK NO. - 00501280	316.50

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE INT'L TRANSLATION/DIV OF PERCIBA INC	INTERPRETER COSTS ACH PMT NO. - 80016069	45.00
ST ANN PARISH	OPERATING RENTALS/LEASES CHECK NO. - 00501067	825.00
UNITED PARCEL SERVICE	POSTAGE CHECK NO. - 00501282	84.26
US BANK	ADVERTISING CHECK NO. - 00501256	20.51
US BANK	BACKGROUND CHECKS CHECK NO. - 00501256	44.50
US BANK	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00501256	496.91
US BANK	CLOTHING CHECK NO. - 00501256	1,308.58
US BANK	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00501256	128.99
US BANK	MINOR EQUIPMENT CHECK NO. - 00501256	3,050.44
US BANK	MISC SERVICES/CHARGES CHECK NO. - 00501256	15.92
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00501256	251.23
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	2,490.47
US BANK	OPERATING RENTALS/LEASES CHECK NO. - 00501256	75.00
US BANK	OPERATING SUPPLIES CHECK NO. - 00501256	5,233.06
US BANK	POSTAGE CHECK NO. - 00501256	49.00
US BANK	REGISTRATION/SCHOOLING CHECK NO. - 00501256	558.70
US BANK POLICE ADVANCE TRAVEL	TRAVEL ACH PMT NO. - 80016076	3,879.00
US BANK CORPORATE REAL ESTATE	OPERATING RENTALS/LEASES CHECK NO. - 00501076	995.89
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	36,138.05
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	3.74

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	53.30
WANDERMERE CAR WASH PLAZA LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80016078	1,059.83
WASHINGTON LEOFF	PENSION LEOFF I	
DEPT OF RETIREMENT SYSTEMS	CHECK NO. - 00501115	15.65
WASHINGTON LEOFF	PENSION LEOFF II	
DEPT OF RETIREMENT SYSTEMS	CHECK NO. - 00501115	119,857.74
WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE	
	CHECK NO. - 00501116	575.00
XO COMMUNICATIONS INC	TELEPHONE	
	ACH PMT NO. - 80016081	228.49
TOTAL FOR 0680 - POLICE		313,775.79

0690 - PROBATION SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00501097	630.00
US BANK	OFFICE SUPPLIES	
	CHECK NO. - 00501256	204.03
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00501110	2,382.82
VERIZON WIRELESS BELLEVUE	CELL PHONE	
	CHECK NO. - 00501284	14.92
TOTAL FOR 0690 - PROBATION SERVICES		3,231.77

0700 - PUBLIC DEFENDER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80016113	721.16
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80016113	89.47
BANK OF AMERICA	TRAVEL	
BANKCARD CENTER	CHECK NO. - 00501091	2,218.60
C & C YARD CARE	LANDSCAPE/GROUNDS MAINT	
	ACH PMT NO. - 80016046	125.29
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES	
	CHECK NO. - 00501264	6.19
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00501097	1,235.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JAMES PUBLISHING INC	PUBLICATIONS ACH PMT NO. - 80016117	98.00
LARRY TANGEN	PROFESSIONAL SERVICES CHECK NO. - 00501070	3,223.25
MATTHEW BENDER & CO INC DBA LEXIS NEXIS MATTHEW BENDER	PUBLICATIONS CHECK NO. - 00501270	27.45
SPOKANE COUNTY CLERK	MISC SERVICES/CHARGES CHECK NO. - 00501278	39.00
SPOKANE COUNTY SHERIFF SPOKANE COUNTY TREASURER	MISC SERVICES/CHARGES CHECK NO. - 00501277	60.00
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS CHECK NO. - 00501072	1,040.11
US BANK	MISC SERVICES/CHARGES CHECK NO. - 00501256	73.05
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	764.18
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00501256	175.00
US BANK	REGISTRATION/SCHOOLING CHECK NO. - 00501256	1,959.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	5,429.99
WA STATE DEPT OF REVENUE	PUBLICATIONS -	8.53

TOTAL FOR 0700 - PUBLIC DEFENDER

17,293.27

0750 - ECONOMIC DEVELOPMENT

BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00501091	303.24
GREATER SPOKANE INC	CONTRACTUAL SERVICES CHECK NO. - 00501017	25,650.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	150.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	840.71

TOTAL FOR 0750 - ECONOMIC DEVELOPMENT

26,943.95

1100 - STREET FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ADVANCED TRAFFIC PRODUCTS INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80016010	322.95
BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00501091	136.20
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	4,946.32
US BANK	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00501256	3,511.11
US BANK	MINOR EQUIPMENT CHECK NO. - 00501256	25.01
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	244.58
US BANK	OPERATING SUPPLIES CHECK NO. - 00501256	7,541.28
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00501256	284.28
US BANK	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00501256	3,720.84
US BANK	REGISTRATION/SCHOOLING CHECK NO. - 00501256	360.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	17,324.86
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00501284	40.03
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	127.89
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	7.05
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	83.03
WA STATE DEPT/TRANSPORTATION	STRUCTURE REPAIRS/MAINTENANCE CHECK NO. - 00501078	9,922.52
WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00501290	17,783.18
TOTAL FOR 1100 - STREET FUND		66,381.13

1200 - CODE ENFORCEMENT FUND		

CHRISTAPHER BOLT dba KB CONSTRUCTION	CONTRACTUAL SERVICES CHECK NO. - 00501023	688.85

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COWLES PUBLISHING	ADVERTISING	
DBA THE SPOKESMAN-REVIEW	CHECK NO. - 00500945	105.88
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00501097	625.00
SPOKANE PRO CARE INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80016070	71.80
US BANK	CONTRACTUAL SERVICES	
	CHECK NO. - 00501256	32.61
US BANK	LEGAL SERVICES	
	CHECK NO. - 00501256	34.00
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT	
	CHECK NO. - 00501256	5.44
US BANK	OPERATING SUPPLIES	
	CHECK NO. - 00501256	361.32
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	CHECK NO. - 00501256	300.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00501110	2,251.64

TOTAL FOR 1200 - CODE ENFORCEMENT FUND 4,476.54

1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00501097	3,000.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00501110	14,858.55

TOTAL FOR 1300 - LIBRARY FUND 17,858.55

1400 - PARKS AND RECREATION FUND

BANK OF AMERICA	TRAVEL	
BANKCARD CENTER	CHECK NO. - 00501091	1,310.02
COMCAST	IT/DATA SERVICES	
	CHECK NO. - 00500999	100.72
COOPERATIVE SUPPLY INC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80016017	4,120.63
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00501097	2,524.50
US BANK	ADVERTISING	
	CHECK NO. - 00501256	531.63

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00501256	116.66
US BANK	CLOTHING CHECK NO. - 00501256	125.74
US BANK	CONTRACTUAL SERVICES CHECK NO. - 00501256	1,995.78
US BANK	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00501256	1,687.76
US BANK	GENERAL REPAIRS/MAINT SUPPLIES CHECK NO. - 00501256	2,471.46
US BANK	INVENTORY HELD FOR RESALE CHECK NO. - 00501256	2,774.53
US BANK	ITEMS PURCHASED FOR INVENTORY CHECK NO. - 00501256	625.46
US BANK	MINOR EQUIPMENT CHECK NO. - 00501256	4,758.09
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00501256	213.88
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	416.30
US BANK	OPERATING RENTALS/LEASES CHECK NO. - 00501256	1,071.13
US BANK	OPERATING SUPPLIES CHECK NO. - 00501256	7,713.65
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00501256	141.00
US BANK	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00501256	1,209.33
US BANK	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00501256	1,351.43
US BANK	RECREATIONAL SUPPLIES CHECK NO. - 00501256	1,121.08
US BANK	REGISTRATION/SCHOOLING CHECK NO. - 00501256	180.00
US BANK	REPAIRS/MAINTENANCE CHECK NO. - 00501256	6,311.06
US BANK	SMALL TOOLS CHECK NO. - 00501256	803.31
US BANK	TELEPHONE CHECK NO. - 00501256	4.74

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	16,068.05
WA STATE DEPT OF REVENUE	CLOTHING -	7.25
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	31.84
WA STATE DEPT OF REVENUE	INVENTORY HELD FOR RESALE -	33.15
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	31.05
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	129.82
WA STATE DEPT OF REVENUE	REPAIRS/MAINTENANCE -	52.64

TOTAL FOR 1400 - PARKS AND RECREATION FUND 60,033.69

1450 - UNDER FREEWAY PARKING FUND

US BANK CONTRACTUAL SERVICES
CHECK NO. - 00501256 837.20

TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND 837.20

1460 - PARKING METER REVENUE FUND

CPF MONEY PROCESSING SYS INC EQUIPMENT REPAIRS/MAINTENANCE
CHECK NO. - 00501263 1,331.58

DUNCAN INDUSTRIES/DIV OF CONTRACTUAL SERVICES
DUNCAN PARKING TECHNOLOGIES CHECK NO. - 00501007 4,400.00

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00501097 648.94

KRUEGER SHEET METAL CO DEPOSIT-MISCELLANEOUS DEPOSITS
PO BOX 2963 CHECK NO. - 00501268 100.00

LOOMIS ARMORED US INC CONTRACTUAL SERVICES
CHECK NO. - 00500929 836.33

SHERRY PRATT VAN VOORHIS CONTRACTUAL SERVICES
TC SHERRY & ASSOCIATES PS CHECK NO. - 00500939 15,639.50

US BANK CLOTHING
CHECK NO. - 00501256 719.26

US BANK OPERATING SUPPLIES
CHECK NO. - 00501256 73.83

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00501256	808.44
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	1,980.79
WA STATE DEPT OF LICENSING ATTN: RECORD REQUEST UNIT	MISC SERVICES/CHARGES CHECK NO. - 00501287	23.20
WA STATE DEPT OF REVENUE	CLOTHING -	21.61

TOTAL FOR 1460 - PARKING METER REVENUE FUND 26,583.48

1510 - SPOKANE RGL EMERG COMM SYS

BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00501091	178.46
COMCAST	IT/DATA SERVICES CHECK NO. - 00500999	105.90
COMPUCOM SYSTEMS INC	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00501000	1,719.94
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80016018	124.74
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	660.00
IMPREZZIO INC	IT/DATA SERVICES CHECK NO. - 00501020	25,000.00
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00501256	823.36
US BANK POLICE ADVANCE TRAVEL	TRAVEL ACH PMT NO. - 80016076	363.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	2,595.04

TOTAL FOR 1510 - SPOKANE RGL EMERG COMM SYS 31,570.44

1540 - HUMAN SERVICES GRANTS FUND

BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00501091	823.32
EMPIRE HEALTH FOUNDATION	CONTRACTUAL SERVICES CHECK NO. - 00501009	9,721.90
SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES ACH PMT NO. - 80016066	14,989.34

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE NEIGHBORHOOD ACTION PARTNERS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80016066	14,989.34-
TRANSITIONS DBA TRANSITIONAL PROGRAMS FOR WOMEN	CONTRACTUAL SERVICES ACH PMT NO. - 80016075	4,857.30
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	22.82
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	133.11
VOLUNTEERS OF AMERICA EASTERN WA & N IDAHO	CONTRACTUAL SERVICES ACH PMT NO. - 80016077	1,789.20
VOLUNTEERS OF AMERICA EASTERN WA & N IDAHO	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80016077	1,789.20-
TOTAL FOR 1540 - HUMAN SERVICES GRANTS FUND		15,558.45

1541 - CONTINUUM OF CARE

SALEM ARMS	CONTRACTUAL SERVICES CHECK NO. - 00501054	13,730.62
SALEM ARMS	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00501054	13,730.62-
TRANSITIONS DBA TRANSITIONAL PROGRAMS FOR WOMEN	CONTRACTUAL SERVICES ACH PMT NO. - 80016075	8,622.18
TRANSITIONS DBA TRANSITIONAL PROGRAMS FOR WOMEN	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80016075	8,622.18-
VOLUNTEERS OF AMERICA EASTERN WA & N IDAHO	CONTRACTUAL SERVICES ACH PMT NO. - 80016077	4,429.31
VOLUNTEERS OF AMERICA EASTERN WA & N IDAHO	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80016077	4,429.31-
TOTAL FOR 1541 - CONTINUUM OF CARE		0.00

1560 - FORFEITURES & CONTRIBUTION FND

BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00501091	1,575.74
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80016051	212.51
FRANK G STRAUB OR RICK DOBROW TRUSTEE	MISC SERVICES/CHARGES CHECK NO. - 00501066	3,700.00
PROFORCE LAW ENFORCEMENT PROFORCE MARKETING INC	MINOR EQUIPMENT CHECK NO. - 00501048	6,851.74

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	OPERATING SUPPLIES	
	CHECK NO. - 00501256	31.22

TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND	12,371.21
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1620 - PUBLIC SAFETY & JUDICIAL GRANT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	432.40
RICHARD COWELL TACTICAL LLC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00501274	1,287.00-
RICHARD COWELL TACTICAL LLC	MINOR EQUIPMENT CHECK NO. - 00501274	1,287.00
US BANK POLICE ADVANCE TRAVEL	TRAVEL ACH PMT NO. - 80016076	207.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	150.19
WA STATE DEPT OF REVENUE	GRANT CASH PASS THRU ACCOUNT -	111.97-
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	111.97
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00501115	935.06

TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT	1,724.65
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1630 - COMBINED COMMUNICATIONS CENTER

BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00501091	1,497.80
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	1,142.08
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501100	1,391.89
SPOKANE COUNTY INFO SYSTEMS SPOKANE COUNTY TREASURER	SOFTWARE MAINTENANCE CHECK NO. - 00501064	14,996.25
STUART CONSULTING GROUP INC	CONTRACTUAL SERVICES ACH PMT NO. - 80016071	2,400.00
THE MEN'S WEARHOUSE INC	CONTRACTUAL SERVICES CHECK NO. - 00500930	10.87
US BANK	MINOR EQUIPMENT CHECK NO. - 00501256	423.60

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00501256	82.35
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	42.91
US BANK	OPERATING SUPPLIES CHECK NO. - 00501256	196.73
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	3,983.61
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	36.85
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00501115	788.04
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		26,992.98

1640 - COMMUNICATIONS BLDG M&O FUND

FOUR SEASONS LANDSCAPING INC	CONTRACTUAL SERVICES CHECK NO. - 00501011	978.32
US BANK	OPERATING SUPPLIES CHECK NO. - 00501256	437.47
US BANK	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00501256	3.25
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		1,419.04

1680 - CD/HS OPERATIONS

BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00501091	1,020.69
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	675.00
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	33.25
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	2,185.92
TOTAL FOR 1680 - CD/HS OPERATIONS		3,914.86

1690 - COMM DEVELOPMENT BLOCK GRANTS

TRANSITIONS DBA TRANSITIONAL PROGRAMS FOR WOMEN	CONTRACTUAL SERVICES ACH PMT NO. - 80016075	7,497.92
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TRANSITIONS DBA TRANSITIONAL PROGRAMS FOR WOMEN	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80016075	7,497.92-
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TOTAL FOR 1690 - COMM DEVELOPMENT BLOCK GRANTS	0.00
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1695 - CDBG REVOLVING LOAN FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80016113	27.00
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80016113	24.01
KIEMLE & HAGOOD COMPANY	CONTRACTUAL SERVICES CHECK NO. - 00501026	28,397.88
KIEMLE & HAGOOD COMPANY	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00501026	28,397.88-
SPOKANE CITY TREASURER	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00501275	86.57
TOTAL FOR 1695 - CDBG REVOLVING LOAN FUND		137.58

1730 - HOPE ACQUISITION FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80016113	11.13
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80016113	8.51
SPOKANE CITY TREASURER	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00501275	85.71
TOTAL FOR 1730 - HOPE ACQUISITION FUND		105.35

1780 - RENTAL REHABILITATION FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80016113	8.51
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80016113	35.97
TOTAL FOR 1780 - RENTAL REHABILITATION FUND		44.48

1940 - CHANNEL FIVE EQUIPMENT RESERVE

KSPS TV FRIENDS OF 7	CONTRACTUAL SERVICES CHECK NO. - 00500925	51,785.00
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	MINOR EQUIPMENT CHECK NO. - 00501256	114.70
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	7.74
TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE		51,907.44

1970 - FIRE/EMS FUND

BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00501091	2,561.62
COMCAST	IT/DATA SERVICES CHECK NO. - 00500999	395.50
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80016051	1,265.33
FOUR SEASONS LANDSCAPING INC	CONTRACTUAL SERVICES CHECK NO. - 00501011	1,585.97
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	16,446.87
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501100	25,257.65
JANICE M DOHERTY	OPERATING SUPPLIES ACH PMT NO. - 80016126	33.13
JANICE M DOHERTY	PROMOTIONAL SUPPLIES ACH PMT NO. - 80016126	56.49
JANICE M DOHERTY	SMALL TOOLS ACH PMT NO. - 80016126	13.58
KAREN RIPLEY SPOKANE FIRE DEPT	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00501272	82.13
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00501028	1,655.26
PRO MECHANICAL SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80016065	3,101.36
ROBERT A HANNA	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80016129	89.98
SACRED HEART ENGINEERING SERVICES/SACRED HEART MED CTR	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00501053	407.23
US BANK	BACKGROUND CHECKS CHECK NO. - 00501256	40.00
US BANK	CLOTHING CHECK NO. - 00501256	251.86

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	MINOR EQUIPMENT CHECK NO. - 00501256	3,301.73
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00501256	15.95
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	563.31
US BANK	OPERATING SUPPLIES CHECK NO. - 00501256	3,165.30
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00501256	90.00
US BANK	PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00501256	779.46
US BANK	PROFESSIONAL SERVICES CHECK NO. - 00501256	58.00
US BANK	PUBLICATIONS CHECK NO. - 00501256	1,609.12
US BANK	REGISTRATION/SCHOOLING CHECK NO. - 00501256	713.80
US BANK	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00501256	3,369.38
US BANK	REPAIRS/MAINTENANCE CHECK NO. - 00501256	83.73
US BANK	SAFETY SUPPLIES CHECK NO. - 00501256	846.54
US BANK	SMALL TOOLS CHECK NO. - 00501256	826.12
US BANK	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00501256	6,226.25
US BANK	VEHICLE REPAIRS/MAINT SUPPLIES CHECK NO. - 00501256	268.68
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	16,593.17
WA STATE DEPT OF NATURAL RESOURCES	PROFESSIONAL SERVICES CHECK NO. - 00501285	46,514.00
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	69.10
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	6.81
WA STATE DEPT OF REVENUE	PROFESSIONAL SERVICES -	5.05

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	PUBLICATIONS	
	-	54.76
WA STATE DEPT OF REVENUE	SAFETY SUPPLIES	
	-	11.97
WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY	
	-	17.98
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF I CHECK NO. - 00501115	69.79
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00501115	108,569.69

TOTAL FOR 1970 - FIRE/EMS FUND		247,073.65

1980 - DEFINED CONTRIBUTION ADMIN FND

HYAS GROUP LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80016058	13,250.00

TOTAL FOR 1980 - DEFINED CONTRIBUTION ADMIN FND		13,250.00

3200 - ARTERIAL STREET FUND

BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500996	2,529.66
COPE ACQUISITION SERVICES LLC	RIGHT OF WAY CHECK NO. - 00500911	1,290.31
GEO ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500916	4,223.00
JAY J BALKENBUSH dba BALKENBUSH APPRAISAL COMPANY	RIGHT OF WAY CHECK NO. - 00501260	500.00
MDM CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00501101	4,917.55
ROB'S DEMOLITION INC	RIGHT OF WAY CHECK NO. - 00501051	27,718.48
WM WINKLER CO	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00501117	141,265.62

TOTAL FOR 3200 - ARTERIAL STREET FUND		182,444.62

3404 - 2004 UTGO STREET BONDS

ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500988	1,140.59
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500907	3,830.44
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80016095	380,104.52
MDM CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00501101	28,705.61
N & N EXCAVATION LLC c/o SYRBERUS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00501102	37,108.95
WM WINKLER CO	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00501117	133,029.67
TOTAL FOR 3404 - 2004 UTGO STREET BONDS		583,919.78

4100 - WATER DIVISION

ALLIED SAFE & VAULT CO INC DBA ALLIED FIRE AND SECURITY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80016012	5,957.12
BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00501091	2,037.21
CASCADE RIGGING INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500908	27,713.07
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80016050	15,860.98
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80016095	66,410.23
DAVID CONDON	TRAVEL CHECK NO. - 00501262	158.28
DOBSON CHIMNEY & MASONRY	REPAIRS/MAINTENANCE CHECK NO. - 00501005	9,185.15
EVCO ATTN: ZACK	REFUNDS CHECK NO. - 00501033	187.83
H D FOWLER COMPANY	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00500918	673.94
H D SUPPLY WATERWORKS LTD	INVENTORY PURCHASES FOR WATER CHECK NO. - 00500919	385.32
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	7,373.50
JULIE KOESEL	REFUNDS CHECK NO. - 00501035	17.25
LAYFIELD USA CORPORATION	REPAIRS/MAINTENANCE CHECK NO. - 00500926	16,174.01

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LYNETTE ALLRED	REFUNDS	
C/O DEBRA HENNING	CHECK NO. - 00501031	41.35
MDM CONSTRUCTION INC	CONTRACTUAL SERVICES	
	CHECK NO. - 00501101	76.08
MEAD SCHOOL DISTRICT #354	CONSTRUCTION OF FIXED ASSETS	
	CHECK NO. - 00501271	17.50
OXARC INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80016025	924.45
OXARC INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80016025	2,476.84
OXARC INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80016025	1,637.84
ROBERT DELANEY	REFUNDS	
	CHECK NO. - 00501032	263.90
ROBERT F RICHARD	REFUNDS	
ANGIE L RICHARD	CHECK NO. - 00501037	246.31
ROBERT ROGALSKI	REFUNDS	
	CHECK NO. - 00501038	123.07
SIGNS NOW	CONSTRUCTION OF FIXED ASSETS	
DIV OF IN PROCESS INC	CHECK NO. - 00500940	815.32
SPOKANE CITY TREASURER	DEPOSIT - U-HELP	
	CHECK NO. - 00501276	414.17
SPOKANE CITY TREASURER	OTHER MISC CHARGES	
	CHECK NO. - 00501276	905.97
SPOKANE CITY TREASURER	REFUNDS	
	CHECK NO. - 00501060	530.00
SPOKANE PUBLIC SCHOOLS	ESTIMATE/RELOCATE/TEST MAIN/HY	
CAPITAL PROJECTS & PLANNING	CHECK NO. - 00501267	232.55
TALISMAN CONSTRUCTION	REFUNDS	
C/O MARGARET NIELSON	CHECK NO. - 00501039	350.00
US BANK	CELL PHONE	
	CHECK NO. - 00501256	326.09
US BANK	CHEMICAL/LAB SUPPLIES	
	CHECK NO. - 00501256	12.38
US BANK	COMPL MAINTENANCE EXPENSE WO	
	CHECK NO. - 00501256	949.05
US BANK	EQUIPMENT REPAIRS/MAINTENANCE	
	CHECK NO. - 00501256	177.95
US BANK	INVENTORY PURCHASES FOR WATER	
	CHECK NO. - 00501256	1,829.63

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	JUDGEMENTS/DAMAGES CHECK NO. - 00501256	98.87
US BANK	MINOR EQUIPMENT CHECK NO. - 00501256	2,896.05
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	2,785.51
US BANK	OPERATING SUPPLIES CHECK NO. - 00501256	1,974.02
US BANK	POSTAGE CHECK NO. - 00501256	66.51
US BANK	REGISTRATION/SCHOOLING CHECK NO. - 00501256	90.00
US BANK	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00501256	21,675.48
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	27,667.47
WA STATE DEPT OF REVENUE	COMPL MAINTENANCE EXPENSE WO -	82.57
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	85.35
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	135.08
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	32.97
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	4.75
TOTAL FOR 4100 - WATER DIVISION		222,078.97

4250 - INTEGRATED CAPITAL MANAGEMENT

BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00501091	745.60
DAVID CONDON	TRAVEL CHECK NO. - 00501262	158.28
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	625.00
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	619.94
US BANK	REGISTRATION/SCHOOLING CHECK NO. - 00501256	805.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00501110	2,832.39

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT	5,786.21
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4300 - SEWER FUND

EVOREAL	REFUNDS	
	CHECK NO. - 00501034	3.84
JULIE KOESEL	REFUNDS	
	CHECK NO. - 00501035	52.21
LYNETTE ALLRED	REFUNDS	
C/O DEBRA HENNING	CHECK NO. - 00501031	56.71
ROBERT DELANEY	REFUNDS	
	CHECK NO. - 00501032	357.37
SPOKANE CITY TREASURER	REFUNDS	
	CHECK NO. - 00501061	40.66

TOTAL FOR 4300 - SEWER FUND	510.79
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4310 - SEWER MAINTENANCE DIVISION

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80016113	26.92
BANK OF AMERICA	TRAVEL	
BANKCARD CENTER	CHECK NO. - 00501091	1,394.65
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00501261	165.02
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80016018	330.19
CPM DEVELOPMENT CORP DBA	OTHER REPAIRS/MAINT SUPPLIES	
INLAND ASPHALT COMPANY	ACH PMT NO. - 80016022	1,296.05
DAVID CONDON	TRAVEL	
	CHECK NO. - 00501262	158.28
DELL MARKETING LP	MINOR EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80016052	762.24
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00501097	3,695.06
OXARC INC	SAFETY SUPPLIES	
	ACH PMT NO. - 80016025	722.64
SPOKANE CITY TREASURER	OTHER MISC CHARGES	
	CHECK NO. - 00501276	905.96

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00501256	226.36
US BANK	MINOR EQUIPMENT CHECK NO. - 00501256	1,461.65
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	1,135.26
US BANK	OPERATING RENTALS/LEASES CHECK NO. - 00501256	509.31
US BANK	OPERATING SUPPLIES CHECK NO. - 00501256	1,277.19
US BANK	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00501256	1,095.01
US BANK	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00501256	1,580.68
US BANK	PARKING/TOLLS CHECK NO. - 00501256	15.00
US BANK	REGISTRATION/SCHOOLING CHECK NO. - 00501256	925.00
US BANK	SAFETY SUPPLIES CHECK NO. - 00501256	250.75
US BANK	SMALL TOOLS CHECK NO. - 00501256	186.70
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	11,573.78
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00501284	1,280.45
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	6.09
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	22.29
WILBERT PRECAST INC/DIV OF WILBERT VAULT/SPOKANE WILBERT	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00500954	3,000.12
WSF LLC dba WESTERN SYSTEMS &	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00500956	10,152.79
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		44,155.44

4320 - ADVANCED WASTEWATER TRTMT PLNT

BENCHMARK INDUSTRIAL SERVICES LLC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00500905	1,304.40
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COOPERATIVE SUPPLY INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80016017	6,688.87
COWLES PUBLISHING DBA THE SPOKESMAN-REVIEW	ADVERTISING CHECK NO. - 00500944	122.89
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80016052	829.38
ELGA	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80016019	2,919.26
EUROFINS FRONTIER GLOBAL SCIENCES INC	PROFESSIONAL SERVICES ACH PMT NO. - 80016053	960.00
EVOQUA WATER TECHNOLOGIES LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80016020	10,872.55
HORIZON DISTRIBUTORS	CHEMICAL/LAB SUPPLIES CHECK NO. - 00500921	428.98
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	5,675.24
INLAND EMPIRE FIRE PROTECTION COMPANY	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00500923	1,766.38
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80016023	6,107.31
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00501266	183.14
K & L GATES LLP RCAC	PROFESSIONAL SERVICES ACH PMT NO. - 80016061	1,786.00
PACIFIC RIM LABORATORIES INC	PROFESSIONAL SERVICES CHECK NO. - 00500935	29,825.00
PHENOVA INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00500936	668.34
POLYDYNE INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80016027	15,640.00
SVL ANALYTICAL INC	PROFESSIONAL SERVICES CHECK NO. - 00500947	2,065.50
TEAM INDUSTRIAL SERVICES INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00500948	11,035.62
TESTAMERICA LABORATORIES INC	PROFESSIONAL SERVICES ACH PMT NO. - 80016032	273.00
US BANK	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00501256	415.71
US BANK	CHEMICAL/LAB SUPPLIES CHECK NO. - 00501256	9,847.88

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00501256	3,415.08
US BANK	HEATING SUPPLIES CHECK NO. - 00501256	67.99
US BANK	LUBRICANTS-OUTSIDE VENDOR CHECK NO. - 00501256	148.59
US BANK	MINOR EQUIPMENT CHECK NO. - 00501256	271.28
US BANK	MISC SERVICES/CHARGES CHECK NO. - 00501256	6.00
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	1,006.81
US BANK	OPERATING RENTALS/LEASES CHECK NO. - 00501256	712.59
US BANK	OPERATING SUPPLIES CHECK NO. - 00501256	1,996.64
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00501256	39.95
US BANK	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00501256	15,636.35
US BANK	REGISTRATION/SCHOOLING CHECK NO. - 00501256	1,565.00
US BANK	SAFETY SUPPLIES CHECK NO. - 00501256	548.27
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	19,861.36
VAREC BIOGAS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80016035	4,000.00
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00501284	125.82
WA STATE DEPT OF ECOLOGY CASHERING UNIT	PERMITS/OTHER FEES ACH PMT NO. - 80016124	1,920.00
WA STATE DEPT OF REVENUE	CHEMICAL/LAB SUPPLIES -	1,484.54
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	348.00
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	64.26

TOTAL FOR 4320 - ADVANCED WASTEWATER TRTMT PLNT

162,633.98

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4340 - WATER/WW REVENUE BOND FUND

STANDARD & POOR'S CORP/ DIV OF MCGRAW-HILL INC	DEBT ISSUE COSTS CHECK NO. - 00501068	48,750.00
TOTAL FOR 4340 - WATER/WW REVENUE BOND FUND		48,750.00

4360 - ENVIRONMENTAL PROGRAMS

BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00501091	180.20
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	225.00
US BANK	REGISTRATION/SCHOOLING CHECK NO. - 00501256	198.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	716.09
TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS		1,319.29

4370 - SEWER CONSTRUCTION FUND

AECOM TECHNICAL SERVICES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80016011	196,287.69
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500907	1,281.55
CH2M HILL ENGINEERS INC	CONSTRUCTION PROFESSIONAL SRVC CHECK NO. - 00500909	370,514.05
CONTINENTAL CONTRACTORS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00501001	3,317.32
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80016095	33,363.04
GEO ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500916	2,317.74
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80016021	578,459.81
HOFFMAN CONTRACTORS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80016057	606,363.59
LEMBECK APPRAISAL & CONSULTING INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00501040	7,000.00
MDM CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00501101	8,371.82

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

N & N EXCAVATION LLC c/o SYRBERUS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00501102	3,940.86
SPOKANE TRIBE OF INDIANS	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500943	22,299.24
URS CORPORATION	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80016034	5,139.17
WM WINKLER CO	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00501117	66,726.63

TOTAL FOR 4370 - SEWER CONSTRUCTION FUND	-----	1,905,382.51
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4480 - SOLID WASTE FUND

JULIE KOESEL	REFUNDS CHECK NO. - 00501035	17.44
LYNETTE ALLRED C/O DEBRA HENNING	REFUNDS CHECK NO. - 00501031	42.19
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00501061	49.34

TOTAL FOR 4480 - SOLID WASTE FUND	-----	108.97
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4490 - SOLID WASTE DISPOSAL CONS FUND

CERIUM NETWORKS INC	BUILDING IMPROVEMENTS ACH PMT NO. - 80016048	646.76
HDR ENGINEERING INC	PROFESSIONAL SERVICES CHECK NO. - 00500920	10,621.09
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	345.00
US BANK	BUILDING IMPROVEMENTS CHECK NO. - 00501256	55.50
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00501256	32.86
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	129.57
US BANK	OPERATING RENTALS/LEASES CHECK NO. - 00501256	31.52
US BANK	OPERATING SUPPLIES CHECK NO. - 00501256	20.90
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00501256	245.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	REGISTRATION/SCHOOLING CHECK NO. - 00501256	25.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	5,492.23
WA STATE DEPT OF REVENUE	BUILDING IMPROVEMENTS -	4.83
WHEELABRATOR SPOKANE INC OR CITY OF SPOKANE TREASURER	WHEELABRATOR SPOKANE, INC ACH PMT NO. - 80016037	1,430,457.05
TOTAL FOR 4490 - SOLID WASTE DISPOSAL CONS FUND		1,448,107.31

4500 - SOLID WASTE MANAGEMENT

ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80016044	600.25
ANDERSON ENVIRONMENTAL CONTRACTING LLC	MISC IMPROVEMENT NONBUILDINGS CHECK NO. - 00500904	16,234.75
BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00501091	1,494.09
BARR-TECH LLC	PROFESSIONAL SERVICES CHECK NO. - 00500992	64,008.75
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80016114	13,014.56
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES CHECK NO. - 00500915	12.30
GEOFFREY D GLENN	LOCAL MILEAGE CHECK NO. - 00501015	521.81
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	6,954.61
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES CHECK NO. - 00500929	1,241.84
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CHECK NO. - 00501258	275.00
OAC SERVICES INC	CONSTRUCTION PROFESSIONAL SRVC CHECK NO. - 00501045	1,893.87
REHRIG PACIFIC CO	CONTRACTUAL SERVICES CHECK NO. - 00501049	1,820.73
R&R INDUSTRIES INC	SAFETY SUPPLIES CHECK NO. - 00500937	3,700.27
SPOKANE CITY TREASURER	OTHER MISC CHARGES CHECK NO. - 00501276	905.97

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE COUNTY CORRECTIONS SPOKANE COUNTY TREASURER	SPOKANE COUNTY MISC SERVICES CHECK NO. - 00501062	3,716.97
US BANK	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00501256	217.48
US BANK	MINOR EQUIPMENT CHECK NO. - 00501256	1,336.00
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	271.59
US BANK	OPERATING SUPPLIES CHECK NO. - 00501256	3,118.88
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00501256	1,052.00
US BANK	OTHER MISC CHARGES CHECK NO. - 00501256	837.01
US BANK	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00501256	92.40
US BANK	PERMITS/OTHER FEES CHECK NO. - 00501256	165.00
US BANK	REGISTRATION/SCHOOLING CHECK NO. - 00501256	350.00
US BANK	SAFETY SUPPLIES CHECK NO. - 00501256	252.04
US BANK	SMALL TOOLS CHECK NO. - 00501256	26.07
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	30,289.75
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	67.84
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	51.51
WA STATE DEPT OF REVENUE	OTHER MISC CHARGES -	72.82
WCP SOLUTIONS	PRINTING/BINDING OS VENDOR ACH PMT NO. - 80016079	615.58
TOTAL FOR 4500 - SOLID WASTE MANAGEMENT		155,211.74

4600 - GOLF FUND		

COOPERATIVE SUPPLY INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80016017	10,751.81

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	370.50
US BANK	CLOTHING CHECK NO. - 00501256	217.37
US BANK	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00501256	912.55
US BANK	GENERAL REPAIRS/MAINT SUPPLIES CHECK NO. - 00501256	6.26
US BANK	OPERATING SUPPLIES CHECK NO. - 00501256	3,997.71
US BANK	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00501256	1,628.85
US BANK	REPAIRS/MAINTENANCE CHECK NO. - 00501256	130.35
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	2,401.10
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	25.96
TOTAL FOR 4600 - GOLF FUND		20,442.46

4700 - BLDG SERVICES

BLUE FLAME HEATING 6011 E 9TH AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00501030	15.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	2,232.50
JOHN B HARE	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80016084	240.00
LOWELL PETERSEN	ADVISORY TECHNICAL SERVICE CHECK NO. - 00501047	60.00
ROBERT W KAUL	ADVISORY TECHNICAL SERVICE CHECK NO. - 00501022	180.00
TERRENCE F CONWELL	ADVISORY TECHNICAL SERVICE CHECK NO. - 00501003	120.00
US BANK	MISC SERVICES/CHARGES CHECK NO. - 00501256	96.85
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00501256	178.64
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	942.33

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	OPERATING SUPPLIES CHECK NO. - 00501256	92.19
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00501256	890.50
US BANK	PUBLICATIONS CHECK NO. - 00501256	544.90
US BANK	REGISTRATION/SCHOOLING CHECK NO. - 00501256	355.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	9,040.41
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00501077	200.11
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	2.80
TOTAL FOR 4700 - BLDG SERVICES		15,191.23

5100 - FLEET SERVICES FUND

ALSCO, DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80016013	1,549.76
BANK OF AMERICA BANKCARD CENTER	TRAVEL CHECK NO. - 00501091	19.00
BRAD L WHITE dba SUPERIOR FLUID POWER	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00501069	4,650.89
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00500995	913.62
CARQUEST AUTO PARTS/DIV OF GENERAL PARTS INC	MINOR EQUIPMENT CHECK NO. - 00500997	57.31
CARQUEST AUTO PARTS/DIV OF GENERAL PARTS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00500997	140.38
CITY GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80016015	201.10
CLYDE/WEST INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00500998	16,461.05
CLYDE/WEST INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00500998	1,717.46
CONNELL OIL INC DBA CO-ENERGY	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80016049	4,921.10
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80016018	288.94

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DESIGN SPACE MODULAR BUILDINGS INC	OPERATING RENTALS/LEASES CHECK NO. - 00500912	280.08
EMPIRE BOLT AND SCREW INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00501008	535.58
FASTENERS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00501010	336.04
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES CHECK NO. - 00500915	24.74
FREEDOM TRUCK CENTERS INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00501012	573.82
FREEDOM TRUCK CENTERS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00501012	79.86-
HYDRAULICS PLUS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00501019	943.51
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	1,620.00
KELLOGGS SERVICE & TOWING	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00500924	432.40
KENWORTH SALE COMPANY	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00501024	561.17
KENWORTH SALE COMPANY	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00501024	265.02-
MCGUIRE BEARING CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00501042	413.37
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00501043	463.61
NAPA AUTO PARTS GENUINE PARTS CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00500934	103.56
PACIFIC POWER GROUP LLC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80016026	495.84
ROUSE'S TOWING & RECOVERY INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00501052	317.95
SAFETY KLEEN CORPORATION	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00500938	534.43
SIX ROBBLEES INC	LUBRICANTS-OUTSIDE VENDOR CHECK NO. - 00501057	250.01
SIX ROBBLEES INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00501057	4,400.66
SOLID WASTE SYSTEMS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80016067	2,330.32

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SOLID WASTE SYSTEMS INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80016067	14,103.25
SPECIAL ASPHALT PRODUCTS	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00501058	4,891.50
THERMO KING NORTHWEST	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00501071	258.60
TIFCO INDUSTRIES	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80016074	223.88
TITAN TRUCK EQUIPMENT	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00501073	627.99
US BANK	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00501256	5,802.75
US BANK	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00501256	471.90
US BANK	MINOR EQUIPMENT CHECK NO. - 00501256	1,885.17
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	715.91
US BANK	OPERATING SUPPLIES CHECK NO. - 00501256	596.87
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00501256	30.00
US BANK	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00501256	36,443.42
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	6,175.73
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	10.32
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	151.87
WALTER E NELSON CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00501079	157.90
WATSON PAINT AND BODY WORKS	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00501080	157.20
WESTERN PETERBILT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80016080	3,474.02
WESTERN PETERBILT INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80016080	5,018.64
WESTERN STATES EQUIPMENT CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00501082	111.53

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WINGFOOT COMMERCIAL TIRE	EQUIPMENT REPAIRS/MAINTENANCE	
SYSTEMS LLC DBA GOODYEAR TIRE	CHECK NO. - 00501083	42.88
WINGFOOT COMMERCIAL TIRE	OTHER REPAIRS/MAINT SUPPLIES	
SYSTEMS LLC DBA GOODYEAR TIRE	CHECK NO. - 00501083	17,810.89
ZEE MEDICAL INC	OTHER REPAIRS/MAINT SUPPLIES	
	ACH PMT NO. - 80016083	357.38
TOTAL FOR 5100 - FLEET SERVICES FUND		144,712.42

5110 - FLEET SVCS EQUIP REPL FUND

WENDLE FORD NISSAN ISUZU	RENTAL EQUIPMENT	
	CHECK NO. - 00500951	72,746.29
TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND		72,746.29

5200 - PUBLIC WORKS AND UTILITIES

EVCO	REFUNDS	
ATTN: ZACK	CHECK NO. - 00501033	97.86
GARLAND PRINTING CO	PRINTING/BINDING OS VENDOR	
	CHECK NO. - 00501014	617.36
GROVER DYKES AUTO GROUP INC	VEHICLES	
DBA LEGACY FORD	CHECK NO. - 00500927	25,666.52
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00501097	1,345.39
JULIE KOESEL	REFUNDS	
	CHECK NO. - 00501035	3.10
ROBERT DELANEY	REFUNDS	
	CHECK NO. - 00501032	590.22
US BANK	OFFICE SUPPLIES	
	CHECK NO. - 00501256	220.72
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00501110	3,717.98
VERIZON WIRELESS BELLEVUE	CELL PHONE	
	CHECK NO. - 00501077	40.01
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		32,299.16

5300 - IT FUND

AC POWER TECHNOLOGY INC	MINOR EQUIPMENT	
	CHECK NO. - 00500989	1,350.43

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ACCELA INC	CONTRACTUAL SERVICES ACH PMT NO. - 80016042	16,671.35
CENTURYLINK	TELEPHONE CHECK NO. - 00501261	90.78
CERIUM NETWORKS INC	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80016048	1,043.52
COMCAST	IT/DATA SERVICES CHECK NO. - 00500999	350.35
CONTRACT DESIGN ASSOCIATES INC	OPERATING RENTALS/LEASES CHECK NO. - 00501002	1,141.35
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	2,485.70
NETWORK DESIGN & MGMNT INC DBA NDM TECHNOLOGIES	HARDWARE MAINTENANCE CHECK NO. - 00501044	10,720.05
RIVER PARK SQUARE LLC	OPERATING RENTALS/LEASES CHECK NO. - 00501050	480.00
SPOKANE COUNTY INFO SYSTEMS SPOKANE COUNTY TREASURER	SOFTWARE MAINTENANCE CHECK NO. - 00501065	53,279.04
SPOKANE COUNTY TREASURER	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80016068	434.80
SYMANTEC CORPORATION	SOFTWARE MAINTENANCE ACH PMT NO. - 80016072	2,695.76
TW TELECOM HOLDINGS INC	TELEPHONE CHECK NO. - 00501074	945.70
US BANK	MINOR EQUIPMENT CHECK NO. - 00501256	269.80
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	741.04
US BANK	OPERATING SUPPLIES CHECK NO. - 00501256	384.24
US BANK	SOFTWARE MAINTENANCE CHECK NO. - 00501256	1,250.00
US BANK	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00501256	19.95
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	9,114.26
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES -	42.04
WA STATE DEPT OF REVENUE OR CITY OF SPOKANE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00500950	262.50

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	OFFICE SUPPLIES	
	-	6.96
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	12.11
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED)	
	-	1.73
TOTAL FOR 5300 - IT FUND		----- 103,793.46

5310 - IT CAPITAL REPLACEMENT FUND

PLANET TECHNOLOGIES INC	COMPUTER/MICRO EQUIPMENT	
	ACH PMT NO. - 80016064	21,450.00
TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		----- 21,450.00

5400 - REPROGRAPHICS FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00501097	115.00
US BANK	OFFICE SUPPLIES	
	CHECK NO. - 00501256	58.49
US BANK	OPERATING SUPPLIES	
	CHECK NO. - 00501256	1,294.78
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00501110	554.60
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	3.97
WCP SOLUTIONS	OPERATING SUPPLIES	
	ACH PMT NO. - 80016079	794.85
TOTAL FOR 5400 - REPROGRAPHICS FUND		----- 2,821.69

5600 - ACCOUNTING SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00501097	2,825.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES	
	CHECK NO. - 00500929	350.61
PAMELA J DOLAN	TRAVEL	
	ACH PMT NO. - 80016127	502.98
US BANK	OFFICE SUPPLIES	
	CHECK NO. - 00501256	112.84

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	REGISTRATION/SCHOOLING CHECK NO. - 00501256	675.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	8,947.13
TOTAL FOR 5600 - ACCOUNTING SERVICES		13,413.56
5800 - RISK MANAGEMENT FUND		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	30.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	122.17
TOTAL FOR 5800 - RISK MANAGEMENT FUND		152.17
5810 - WORKERS' COMPENSATION FUND		
EXAMINETICS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80016054	5,875.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	198.75
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	420.71
US BANK	REGISTRATION/SCHOOLING CHECK NO. - 00501256	338.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	1,128.97
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		7,961.43
5830 - EMPLOYEES BENEFITS FUND		
GROUP HEALTH COOPERATIVE	INSURANCE ADMINISTRATION ACH PMT NO. - 80016116	33,289.06
GROUP HEALTH COOPERATIVE	INSURANCE PREMIUMS ACH PMT NO. - 80016116	8,265.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	255.00
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80016121	54,191.84
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80016120	206,505.12

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00501256	1,128.88
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	87.53
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	702.07
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80016125	2,351.53
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE CLAIMS ACH PMT NO. - 80016125	23,995.19
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		330,771.22

5900 - ASSET MANAGEMENT FUND OPS

ACI COATINGS LLC	MISC IMPROVEMENT NONBUILDINGS CHECK NO. - 00500903	6,848.51
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES CHECK NO. - 00500915	136.07
FIREPOWER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80016055	239.68
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00501097	345.00
INTEGRUS ARCHITECTURE	CONTRACTUAL SERVICES CHECK NO. - 00501021	1,350.00
JOHNSON CONTROLS INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80016059	380.45
JOHNSON CONTROLS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80016059	6,691.02
US BANK	MINOR EQUIPMENT CHECK NO. - 00501256	56.19
US BANK	OFFICE SUPPLIES CHECK NO. - 00501256	503.32
US BANK	OPERATING SUPPLIES CHECK NO. - 00501256	3,212.57
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00501256	286.00
US BANK	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00501256	4,383.43
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00501110	1,870.29

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	OFFICE SUPPLIES	
	-	43.79
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	9.40
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		26,355.72

5901 - ASSET MANAGEMENT FUND CAPITAL		

N & N EXCAVATION LLC	CONSTRUCTION IN PROGRESS	
	CHECK NO. - 00500933	146,509.24
TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		146,509.24

6100 - RETIREMENT		

BANK OF AMERICA	TRAVEL	
BANKCARD CENTER	CHECK NO. - 00501091	475.70
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00501097	135.00
US BANK	OFFICE SUPPLIES	
	CHECK NO. - 00501256	216.30
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00501110	359.58
TOTAL FOR 6100 - RETIREMENT		1,186.58

6200 - FIREFIGHTERS' PENSION FUND		

AMERICAN MEDICAL RESPONSE/	SERVICE REIMBURSEMENT	
LAIDLAW MEDICAL TRANSPORTATION	CHECK NO. - 00500967	495.00
BLC-PARK PLACE LLC	SERVICE REIMBURSEMENT	
	CHECK NO. - 00500968	7,007.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT	
	CHECK NO. - 00500970	8,236.00
FRED L LEAF	SERVICE REIMBURSEMENT	
	CHECK NO. - 00500974	1,645.13
HYAS GROUP LLC	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80016058	4,950.00
JERRY HERMSMEIER	SERVICE REIMBURSEMENT	
	CHECK NO. - 00500973	182.00
JUST RIGHT HEARING INC	SERVICE REIMBURSEMENT	
dba HUSTON HEARING	ACH PMT NO. - 80016038	5,047.60

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LEONARD J VANDERBOSCH MD	OTHER CONTRACTUAL SERVICES CHECK NO. - 00501283	175.00
LIFELINE SYSTEMS CO	SERVICE REIMBURSEMENT CHECK NO. - 00500975	43.17
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80016121	10,662.96
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80016120	12,489.35
RIVERVIEW CARE CENTER	SERVICE REIMBURSEMENT CHECK NO. - 00500979	12,084.00
ROBERT MILLER	SERVICE REIMBURSEMENT CHECK NO. - 00500976	82.60
ROSAUER'S PHARMACY	SERVICE REIMBURSEMENT CHECK NO. - 00500982	141.15
SPOKANE EAR NOSE & THROAT CLINIC PS	SERVICE REIMBURSEMENT CHECK NO. - 00500984	36.80
SULLIVAN PARK CARE CENTER dba PRESTIGE CARE INC	SERVICE REIMBURSEMENT CHECK NO. - 00500985	3,750.00
TED L RAIL	SERVICE REIMBURSEMENT CHECK NO. - 00500978	65.00
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80016125	1,378.60
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	SERVICE REIMBURSEMENT ACH PMT NO. - 80016125	7,615.20
WILLIAM R WHITE	SERVICE REIMBURSEMENT CHECK NO. - 00500987	100.00
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		76,186.56

6300 - POLICE PENSION

ALBERT W SCHABER	SERVICE REIMBURSEMENT CHECK NO. - 00500983	215.92
CRISTA SENIOR COMMUNITY ASSISTED LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00500969	4,050.00
EDWARD QUIST	SERVICE REIMBURSEMENT CHECK NO. - 00500977	11,143.20
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00500970	13,689.50
JOSEPH USHER	SERVICE REIMBURSEMENT ACH PMT NO. - 80016041	41.18

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JUST RIGHT HEARING INC dba HUSTON HEARING	SERVICE REIMBURSEMENT ACH PMT NO. - 80016038	36.80
LARRY P LYLE	SERVICE REIMBURSEMENT ACH PMT NO. - 80016040	156.45
LEONARD J VANDERBOSCH MD	OTHER CONTRACTUAL SERVICES CHECK NO. - 00501283	175.00
LIFELINE SYSTEMS CO	SERVICE REIMBURSEMENT CHECK NO. - 00500975	123.17
MANITO CAPITAL LLC DBA FAMILY HOME CARE	SERVICE REIMBURSEMENT CHECK NO. - 00500971	10,718.00
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80016121	8,447.28
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80016120	7,635.59
ROCKWOOD CLINIC	SERVICE REIMBURSEMENT CHECK NO. - 00500980	9.58
RODGER GEHRIG	SERVICE REIMBURSEMENT CHECK NO. - 00500972	268.70
ROSAUER'S PHARMACY	SERVICE REIMBURSEMENT CHECK NO. - 00500982	61.00
THE WEATHERLY INN	SERVICE REIMBURSEMENT CHECK NO. - 00500986	7,943.00
UNITED METHODIST HOMES dba ROCKWOOD SOUTH HILL	SERVICE REIMBURSEMENT CHECK NO. - 00500981	10,664.52
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80016125	1,104.10
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	SERVICE REIMBURSEMENT ACH PMT NO. - 80016125	5,328.50
TOTAL FOR 6300 - POLICE PENSION		81,811.49
6730 - PARKING & BUSINESS IMPROV DIST		
DOWNTOWN SPOKANE PARTNERSHIP	DEPOSIT-EXTERNAL AGENCIES CHECK NO. - 00501006	16,186.75
TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST		16,186.75
6785 - TRANSPORTATION BENEFIT DIST		
MDM CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00501101	1,228.38

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 6785 - TRANSPORTATION BENEFIT DIST		1,228.38

6960 - SALARY CLEARING FUND NEW		

A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80016085	3,564.60
A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80016085	8,794.70
AFLAC/AMERICAN FAMILY LIFE ASSURANCE CO OF COLUMBUS	AFLAC CHECK NO. - 00501090	27,672.80
CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00501092	486.50
DANIEL H BRUNNER, TRUSTEE CHAPTER 13 TRUSTEE	DANIEL H BRUNNER,TRUSTEE CHECK NO. - 00501093	2,036.00
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80016092	35.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80016093	20.00
FAMILY SUPPORT REGISTRY	FAMILY SUPPORT REGISTRY (CO) CHECK NO. - 00501095	507.67
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00501096	922.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00501097	230,279.54
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00501097	4,428.36
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00501098	48,488.88
IDAHO STATE TAX COMMISSION	IDAHO STATE TAX COMMISSION CHECK NO. - 00501099	37.50
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00501100	36,566.06
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00501114	810.11
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80016096	42.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80016097	1,995.96
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00501103	15.35

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PIONEER CREDIT RECOVERY INC	PIONEER CREDIT RECOVERY 045121 CHECK NO. - 00501104	750.68
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80016094	546.00
PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00501105	414.80
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS INC EE ACH PMT NO. - 80016089	29,559.40
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS MEDSFO EE ACH PMT NO. - 80016089	1,909.00
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE LONG TERM DISABILITY ACH PMT NO. - 80016090	12,659.76
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80016102	1,057.50
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80016103	2,891.30
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80016106	239.25
SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO. - 80016105	17,504.76
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80016104	25.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80016107	250.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80016108	272.00
STANDARD INSURANCE COMPANY	STANDARD INSURANCE CO(VL/E) CHECK NO. - 00501106	15,432.50
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D CHILD CHECK NO. - 00501106	343.60
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D SPOUSE CHECK NO. - 00501106	3,745.80
SUPPORT PAYMENT CLEARINGHOUSE	DEPT OF ECONOMIC SECURITY CHECK NO. - 00501094	404.13
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00501107	12.50
UNITED WAY	UNITED WAY CHECK NO. - 00501108	1,993.67
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00501110	218,780.74

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO. - 00501110	767,901.10
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO. - 00501110	86,837.98
US DEPT OF EDUCATION	US DEPT OF EDUCATION CHECK NO. - 00501111	211.91
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00501112	2,347.00
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80016110	24,218.95
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00501113	14,757.26
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	DEPT OF RET SYS-LEOFF 2 CHECK NO. - 00501115	367,454.41
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00501116	691.61
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00501118	267.52
TOTAL FOR 6960 - SALARY CLEARING FUND NEW		----- 1,940,183.66
TOTAL CLAIMS		----- 8,928,090.08

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	3,768.71	56.92	
00500903	ACI COATINGS LLC	6,848.51		
00500904	ANDERSON ENVIRONMENTAL	16,234.75		
00500905	BENCHMARK INDUSTRIAL SERVICE	1,304.40		
00500906	BLUMENTHAL UNIFORMS & EQUIP	17,416.41		
00500907	BUDINGER & ASSOCIATES INC	7,287.29		
00500908	CASCADE RIGGING INC	27,713.07		
00500909	CH2M HILL ENGINEERS INC	370,514.05		
00500910	COMPASS CONSTRUCTION INC	17,686.16		
00500911	COPE ACQUISITION SERVICES LL	1,290.31		
00500912	DESIGN SPACE MODULAR BUILDIN	280.08		
00500913	DEVRIES INFORMATION MANAGEME	28.00		
00500914	FASTENERS INC	111.75		
00500915	FIKES NORTHWEST INC/DIV OF	173.11		
00500916	GEO ENGINEERS INC	6,540.74		
00500917	GUARDSMARK LLC	466.75		
00500918	H D FOWLER COMPANY	673.94		
00500919	H D SUPPLY WATERWORKS LTD	385.32		
00500920	HDR ENGINEERING INC	10,621.09		
00500921	HORIZON DISTRIBUTORS	428.98		
00500922	INDUSTRIAL COMMERCIAL SERVIC	5,320.87		
00500923	INLAND EMPIRE FIRE PROTECTIO	1,766.38		
00500924	KELLOGGS SERVICE & TOWING	432.40		
00500925	KSPS TV	51,785.00		
00500926	LAYFIELD USA CORPORATION	16,174.01		
00500927	GROVER DYKES AUTO GROUP INC	25,666.52		
00500928	LEMBECK APPRAISAL & CONSULTI	4,000.00		
00500929	LOOMIS ARMORED US INC	2,902.30		
00500930	THE MEN'S WEARHOUSE INC	10.87		
00500931	MOORE IACOFANO GOLTSMAN INC	3,270.00		
00500932	MOTION AUTO SUPPLY	154.16		
00500933	N & N EXCAVATION LLC	146,509.24		
00500934	NAPA AUTO PARTS	103.56		
00500935	PACIFIC RIM LABORATORIES INC	29,825.00		
00500936	PHENOVA INC	668.34		
00500937	R&R INDUSTRIES INC	3,700.27		
00500938	SAFETY KLEEN CORPORATION	534.43		
00500939	SHERRY PRATT VAN VOORHIS	15,639.50		
00500940	SIGNS NOW	815.32		
00500941	SIX ROBBLEES INC	696.27		
00500942	SPOKANE COUNTY CORRECTIONS	3,198.26		
00500943	SPOKANE TRIBE OF INDIANS	22,299.24		
00500944	COWLES PUBLISHING	122.89		
00500945	COWLES PUBLISHING	105.88		
00500946	BRAD L WHITE	2,767.72		
00500947	SVL ANALYTICAL INC	2,065.50		
00500948	TEAM INDUSTRIAL SERVICES INC	11,035.62		
00500949	THERMO KING NORTHWEST	128.81		
00500950	WA STATE DEPT OF REVENUE	262.50		
00500951	WENDLE FORD NISSAN ISUZU	72,746.29		
00500952	WEST CENTRAL COMMUNITY	17,051.00		
00500953	WEST CENTRAL COMMUNITY	18,370.00		
00500954	WILBERT PRECAST INC/DIV OF	3,000.12		

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00500955	WINGFOOT COMMERCIAL TIRE	11,375.36		
00500956	WSF LLC	10,152.79		
00500957	WA STATE DEPT OF REVENUE		135.88	
00500958	CASCADE SEED COMPANY			47.81
00500959	ESP ASBESTOS ABATEMENT INC			1,844.64
00500960	H D FOWLER COMPANY			3,471.14
00500961	HELENA CHEMICAL CO			911.52
00500962	LAND EXPRESSIONS LLC			2,360.00
00500963	NW PLAYGROUND EQUIPMENT INC			3,247.41
00500964	RAY TURF FARMS INC			114.14
00500965	SYSCO FOOD SERVICES INC			532.62
00500966	WA STATE DEPT OF REVENUE			29,695.88
00500967	AMERICAN MEDICAL RESPONSE/	495.00		
00500968	BLC-PARK PLACE LLC	7,007.00		
00500969	CRISTA SENIOR COMMUNITY	4,050.00		
00500970	FAIRWINDS SPOKANE LLC	21,925.50		
00500971	MANITO CAPITAL LLC	10,718.00		
00500972	RODGER GEHRIG	268.70		
00500973	JERRY HERMSMEIER	182.00		
00500974	FRED L LEAF	1,645.13		
00500975	LIFELINE SYSTEMS CO	166.34		
00500976	ROBERT MILLER	82.60		
00500977	EDWARD QUIST	11,143.20		
00500978	TED L RAIL	65.00		
00500979	RIVERVIEW CARE CENTER	12,084.00		
00500980	ROCKWOOD CLINIC	9.58		
00500981	UNITED METHODIST HOMES	10,664.52		
00500982	ROSAUER'S PHARMACY	202.15		
00500983	ALBERT W SCHABER	215.92		
00500984	SPOKANE EAR NOSE & THROAT	36.80		
00500985	SULLIVAN PARK CARE CENTER db	3,750.00		
00500986	THE WEATHERLY INN	7,943.00		
00500987	WILLIAM R WHITE	100.00		
00500988	ABADAN REPROGRAPHICS	1,140.59		
00500989	AC POWER TECHNOLOGY INC	1,350.43		
00500990	ALLIED ENVELOPE	84.32		
00500991	ARGUS INTERGRATED SERVICES L	3,902.61		
00500992	BARR-TECH LLC	64,008.75		
00500993	BEACON SERVICE INC	2,957.45		
00500994	BLUMENTHAL UNIFORMS & EQUIP	4,218.17		
00500995	BRIDGESTONE AMERICAS INC	913.62		
00500996	BUDINGER & ASSOCIATES INC	354.36		
00500997	CARQUEST AUTO PARTS/DIV OF	197.69		
00500998	CLYDE/WEST INC	18,178.51		
00500999	COMCAST	2,307.46		
00501000	COMPUCOM SYSTEMS INC	2,265.06		
00501001	CONTINENTAL CONTRACTORS INC	3,317.32		
00501002	CONTRACT DESIGN ASSOCIATES I	1,141.35		
00501003	TERRENCE F CONWELL	120.00		
00501004	COOK SECURITY GROUP	60.00		
00501005	DOBSON CHIMNEY & MASONRY	9,185.15		
00501006	DOWNTOWN SPOKANE PARTNERSHIP	16,186.75		
00501007	DUNCAN INDUSTRIES/DIV OF	4,400.00		

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00501008	EMPIRE BOLT AND SCREW INC	535.58		
00501009	EMPIRE HEALTH FOUNDATION	9,721.90		
00501010	FASTENERS INC	224.29		
00501011	FOUR SEASONS LANDSCAPING INC	2,564.29		
00501012	FREEDOM TRUCK CENTERS INC	493.96		
00501013	FULCRUM INSTITUTE	4,166.67		
00501014	GARLAND PRINTING CO	617.36		
00501015	GEOFFREY D GLENN	521.81		
00501016	GOODWILL INDUSTRIES OF THE	3,608.77		
00501017	GREATER SPOKANE INC	25,650.00		
00501018	HAWKINS EDWARDS INC	571.65		
00501019	HYDRAULICS PLUS INC	943.51		
00501020	IMPREZZIO INC	25,000.00		
00501021	INTEGRUS ARCHITECTURE	1,350.00		
00501022	ROBERT W KAUL	180.00		
00501023	CHRISTAPHER BOLT	688.85		
00501024	KENWORTH SALE COMPANY	296.15		
00501025	KENYON DISEND PLLC	145.77		
00501026	KIEMLE & HAGOOD COMPANY	28,397.88		
00501027	CHRISTEN ANN KISHEL PHD	4,259.40		
00501028	L N CURTIS & SONS	1,655.26		
00501029	LANGUAGE LINE SERVICES	165.60		
00501030	BLUE FLAME HEATING	15.00		
00501031	LYNETTE ALLRED	140.25		
00501032	ROBERT DELANEY	1,211.49		
00501033	EVCO	285.69		
00501034	EVOREAL	3.84		
00501035	JULIE KOESEL	90.00		
00501036	PHOENIX PROTECTIVE CORP	107.00		
00501037	ROBERT F RICHARD	246.31		
00501038	ROBERT ROGALSKI	123.07		
00501039	TALISMAN CONSTRUCTION	350.00		
00501040	LEMBECK APPRAISAL & CONSULTI	3,000.00		
00501041	LEXISNEXIS A DIVISION OF	3,977.33		
00501042	MCGUIRE BEARING CO	413.37		
00501043	MOTION AUTO SUPPLY	309.45		
00501044	NETWORK DESIGN & MGMNT INC	10,720.05		
00501045	OAC SERVICES INC	1,893.87		
00501046	PERSONNEL EVALUATIONS INC	360.00		
00501047	LOWELL PETERSEN	60.00		
00501048	PROFORCE LAW ENFORCEMENT	30,783.73		
00501049	REHRIG PACIFIC CO	1,820.73		
00501050	RIVER PARK SQUARE LLC	480.00		
00501051	ROB'S DEMOLITION INC	27,718.48		
00501052	ROUSE'S TOWING & RECOVERY IN	317.95		
00501053	SACRED HEART ENGINEERING	407.23		
00501054	SALEM ARMS	13,730.62		
00501055	SECOND HARVEST FOOD BANK OF	6,942.27		
00501056	SENSKE PEST CONTROL	1,587.05		
00501057	SIX ROBBLEES INC	3,954.40		
00501058	SPECIAL ASPHALT PRODUCTS	4,891.50		
00501059	SPOKANE CITY TREASURER	30.00		
00501060	SPOKANE CITY TREASURER	500.00		

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00501061	SPOKANE CITY TREASURER	90.00		
00501062	SPOKANE COUNTY CORRECTIONS	518.71		
00501063	SPOKANE COUNTY MEDICAL SOCIE	9,550.01		
00501064	SPOKANE COUNTY INFO SYSTEMS	58,987.22		
00501065	SPOKANE COUNTY INFO SYSTEMS	9,288.07		
00501066	FRANK G STRAUB OR	3,700.00		
00501067	ST ANN PARISH	825.00		
00501068	STANDARD & POOR'S CORP/	48,750.00		
00501069	BRAD L WHITE	1,883.17		
00501070	LARRY TANGEN	3,223.25		
00501071	THERMO KING NORTHWEST	129.79		
00501072	THOMSON WEST	1,040.11		
00501073	TITAN TRUCK EQUIPMENT	627.99		
00501074	TW TELECOM HOLDINGS INC	945.70		
00501075	UNITED PARCEL SERVICE	66.46		
00501076	US BANK CORPORATE REAL ESTAT	995.89		
00501077	VERIZON WIRELESS BELLEVUE	240.12		
00501078	WA STATE DEPT/TRANSPORTATION	9,922.52		
00501079	WALTER E NELSON CO	157.90		
00501080	WATSON PAINT AND BODY WORKS	157.20		
00501081	WEST CENTRAL COMMUNITY	5,000.00		
00501082	WESTERN STATES EQUIPMENT CO	111.53		
00501083	WINGFOOT COMMERCIAL TIRE	6,478.41		
00501090	AFLAC/AMERICAN FAMILY LIFE	27,672.80		
00501091	BANK OF AMERICA			
00501092	CHILD SUPPORT SERVICES	486.50		
00501093	DANIEL H BRUNNER, TRUSTEE	2,036.00		
00501094	SUPPORT PAYMENT CLEARINGHOUS	404.13		
00501095	FAMILY SUPPORT REGISTRY	507.67		
00501096	HUMAN RESOURCES	922.50		
00501097	ICMA RETIREMENT TRUST 457	363,457.23		
00501098	ICMA RETIREMENT TRUST 457 LO	48,488.88		
00501099	IDAHO STATE TAX COMMISSION	37.50		
00501100	ING LIFE INSURANCE & ANNUITY	63,215.60		
00501101	MDM CONSTRUCTION INC	43,299.44		
00501102	N & N EXCAVATION LLC	41,049.81		
00501103	PEOPLE QUALIFIED COMMITTEE	15.35		
00501104	PIONEER CREDIT RECOVERY INC	750.68		
00501105	PRE-PAID LEGAL SERVICES INC	414.80		
00501106	STANDARD INSURANCE COMPANY	19,521.90		
00501107	UNITED STATES TREASURY	12.50		
00501108	UNITED WAY	1,993.67		
00501109	US BANK OR CITY TREASURER	8,125.70		
00501110	US BANK OR CITY TREASURER	1,371,013.01		
00501111	US DEPT OF EDUCATION	211.91		
00501112	WA GET PROGRAM	2,347.00		
00501113	WA STATE SUPPORT REGISTRY OR	14,757.26		
00501114	JUNE WALLACE	810.11		
00501115	WASHINGTON LEOFF	597,690.38		
00501116	WESTERN STATES POLICE MEDICA	1,266.61		
00501117	WM WINKLER CO	341,021.92		
00501118	WSCCCE, AFSCME, AFL-CIO	267.52		
00501119	CATHERINE G BAKKEN			

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00501120	CENGAGE LEARNING INC		277.88	
00501121	COMPLETE OFFICE LLC		135.74	
00501122	DAVENPORT TIMES		30.00	
00501123	EXPRESS NAME TAGS & MORE, IN		5.98	
00501124	INGRAM LIBRARY SERVICES INC		1,055.19	
00501125	JUSTUS BAG CO INC		1,356.58	
00501126	LOWE'S BUSINESS ACCT		22.19	
00501127	OVERDRIVE INC		1,892.44	
00501128	PROQUEST LLC		145.52	
00501129	SHARMA KAY SHIELDS MILLS		150.00	
00501130	SHOWCASES		173.34	
00501131	SPOKANE PUBLIC LIBRARY IMPRE		206.63	
00501132	TW TELECOM HOLDINGS INC		180.00	
00501133	VERIZON WIRELESS BELLEVUE		150.17	
00501134	BURLY PRODUCTS CORPORATION			1,793.31
00501135	CORBIN SENIOR ACTIVITY CENTE			2,612.50
00501136	DIVCO INC			128.27
00501137	ENVIRONMENT CONTROL OF SPOKA			1,240.00
00501138	FIVE STAR CONCRETE INC			9,590.00
00501139	GSI COMPLETE GLASS INC			32,195.63
00501140	HILLYARD SENIOR ACTIVITY CTR			6,666.66
00501141	INLAND POWER & LIGHT CO			201.67
00501142	SPOKANE CITY TREASURER			109,118.43
00501143	WA STATE DEPT OF NATURAL			134.54
00501144	WASTE MANAGEMENT OF WA DBA			152.49
00501249	AMERIPRISE			
00501250	STCU			
00501251	US BANK OR CITY TREASURER			
00501252	WA STATE SUPPORT REGISTRY OR			
00501256	US BANK			
00501257	ACRANET CBS BRANCH/DIV OF	384.00		
00501258	NORTHWEST INDUSTRIAL SERVICE	275.00		
00501259	AT&T MOBILITY	293.35		
00501260	JAY J BALKENBUSH dba	500.00		
00501261	CENTURYLINK	255.80		
00501262	DAVID CONDON	487.34		
00501263	CPF MONEY PROCESSING SYS INC	1,331.58		
00501264	FIKES NORTHWEST INC/DIV OF	49.49		
00501265	COUNTY OF GRANT	38.10		
00501266	INLAND POWER & LIGHT CO	183.14		
00501267	SPOKANE PUBLIC SCHOOLS	232.55		
00501268	KRUEGER SHEET METAL CO	100.00		
00501269	LOOMIS ARMORED US INC	223.82		
00501270	MATTHEW BENDER & CO INC	27.45		
00501271	MEAD SCHOOL DISTRICT #354	17.50		
00501272	KAREN RIPLEY	82.13		
00501273	NEXTEL COMMUNICATIONS	2,011.39		
00501274	RICHARD COWELL TACTICAL LLC	1,287.00		
00501275	SPOKANE CITY TREASURER	172.28		
00501276	SPOKANE CITY TREASURER	3,132.07		
00501277	SPOKANE COUNTY SHERIFF	60.00		
00501278	SPOKANE COUNTY CLERK	39.00		
00501279	SPOKANE COUNTY INFO SYSTEMS	1,488.80		

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00501280	SPOKANE INTERNAL MEDICINE PS	316.50		
00501281	FRANK G STRAUB OR	4,944.00		
00501282	UNITED PARCEL SERVICE	17.80		
00501283	LEONARD J VANDERBOSCH MD	350.00		
00501284	VERIZON WIRELESS BELLEVUE	1,499.89		
00501285	WA STATE DEPT OF NATURAL	46,514.00		
00501286	WA STATE DEPT OF LICENSING	30.00		
00501287	WA STATE DEPT OF LICENSING	23.20		
00501288	WA STATE DEPT OF REVENUE	7,760.92		
00501289	WA STATE TREASURER	111,070.24		
00501290	WASTE MANAGEMENT OF WA DBA	17,783.18		
00501291	CONCESSION SUPPLY/DIV OF			229.75
00501292	QUINN GROUP			3,500.00
00501293	SECURITAS SECURITY SERVICES			233.10
00501294	SPOKANE COUNTY SHERIFF			887.22
00501295	SPOKANE COUNTY SHERIFF			145.01
00501296	SWANSON'S REFRIGERATION &			72.78
80016010	ADVANCED TRAFFIC PRODUCTS IN	322.95		
80016011	AECOM TECHNICAL SERVICES INC	196,287.69		
80016012	ALLIED SAFE & VAULT CO INC D	5,957.12		
80016013	ALSCO, DIVISION OF ALSCO INC	1,549.76	36.72	
80016014	A-L COMPRESSED GASES			117.40
80016015	CITY GLASS	201.10		
80016016	CONNELL OIL INC	1,586.55		
80016017	COOPERATIVE SUPPLY INC	21,561.31		
80016018	COPIERS NORTHWEST INC	919.64		
80016019	ELGA	2,919.26		
80016020	EVOQUA WATER TECHNOLOGIES LL	10,872.55		
80016021	HALME CONSTRUCTION INC	578,459.81		
80016022	CPM DEVELOPMENT CORP DBA	1,296.05		
80016023	INLAND ENVIRONMENTAL RESOURC	6,107.31		
80016024	MAINTENANCE SOLUTIONS INC		376.32	
80016025	OXARC INC	5,761.77		6,830.31
80016026	PACIFIC POWER GROUP LLC	495.84		
80016027	POLYDYNE INC	15,640.00		
80016028	ROLLED STEEL PRODUCTS INC			68.44
80016029	SPOKANE NEIGHBORHOOD ACTION	12,968.69		
80016030	SOLID WASTE SYSTEMS INC	9,753.32		
80016031	SPOKANE COUNTY TREASURER	34.00		
80016032	TESTAMERICA LABORATORIES INC	273.00		
80016033	TIFCO INDUSTRIES	146.06		
80016034	URS CORPORATION	5,139.17		
80016035	VAREC BIOGAS	4,000.00		
80016036	WESTERN PETERBILT INC	4,456.18		
80016037	WHEELABRATOR SPOKANE INC OR	1,430,457.05		
80016038	JUST RIGHT HEARING INC	5,084.40		
80016039	WESTERN PETERBILT INC	50.43		
80016040	LARRY P LYLE	156.45		
80016041	JOSEPH USHER	41.18		
80016042	ACCELA INC	16,671.35		
80016043	AMP ENTERPRISES INC	600.00		
80016044	ANATEK LABS INC	600.25		
80016045	AVISTA UTILITIES	25.48		

REPORT: PG3640
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CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 12/02/14
TIME: 08:25
PAGE: 7

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80016046	C & C YARD CARE	250.59		
80016047	CATHOLIC CHARITIES	1,430.00		
80016048	CERIUM NETWORKS INC	1,690.28		
80016049	CONNELL OIL INC	3,334.55		
80016050	CONSOLIDATED SUPPLY CO	15,860.98		
80016051	COPIERS NORTHWEST INC	6,661.19		
80016052	DELL MARKETING LP	1,591.62		
80016053	EUROFINS FRONTIER GLOBAL	960.00		
80016054	EXAMINETICS INC	5,875.00		
80016055	FIREPOWER INC	239.68		
80016056	FOSTER PEPPER PLLC	10,000.00		
80016057	HOFFMAN CONTRACTORS INC	606,363.59		
80016058	HYAS GROUP LLC	18,200.00		
80016059	JOHNSON CONTROLS INC	7,071.47		
80016060	JRM ENTERPRISES INC	1,050.00		
80016061	K & L GATES LLP	1,786.00		
80016062	KERSHAW INC	36.52		
80016063	NE COMMUNITY CENTER ASSN	9,558.26		
80016064	PLANET TECHNOLOGIES INC	21,450.00		
80016065	PRO MECHANICAL SERVICES INC	3,101.36		
80016066	SPOKANE NEIGHBORHOOD ACTION	12,106.38		
80016067	SOLID WASTE SYSTEMS INC	6,680.25		
80016068	SPOKANE COUNTY TREASURER	434.80		
80016069	SPOKANE INT'L TRANSLATION/DI	45.00		
80016070	SPOKANE PRO CARE INC	71.80		
80016071	STUART CONSULTING GROUP INC	2,400.00		
80016072	SYMANTEC CORPORATION	2,695.76		
80016073	ROBERT T BRO	2,983.82		
80016074	TIFCO INDUSTRIES	77.82		
80016075	TRANSITIONS DBA TRANSITIONAL	30,814.95		
80016076	US BANK	4,449.00		
80016077	VOLUNTEERS OF AMERICA	6,218.51		
80016078	WANDERMERE CAR WASH PLAZA LL	1,059.83		
80016079	WCP SOLUTIONS	1,410.43		
80016080	WESTERN PETERBILT INC	3,986.05		
80016081	XO COMMUNICATIONS INC	228.49		
80016082	YFA CONNECTIONS	5,261.72		
80016083	ZEE MEDICAL INC	357.38		
80016084	JOHN B HARE	240.00		
80016085	A W REHN & ASSOCIATES INC OR	12,359.30		
80016086	AVISTA UTILITIES		4,288.49	73,437.21
80016087	BAKER & TAYLOR BOOKS		4,569.58	
80016088	BAKER & TAYLOR ENTERTAINMENT		480.97	
80016089	SPOKANE FIRE FIGHTERS BENEFIT	31,468.40		
80016090	SPOKANE FIRE FIGHTERS BENEFIT	12,659.76		
80016091	HIP OF SPOKANE COUNTY DBA		150.00	
80016092	DIGNITARY PROTECTION TEAM FU	35.00		
80016093	EDU MEMBERSHIP FUND	20.00		
80016094	POLICE GUILD LEGAL DEFENSE	546.00		
80016095	CPM DEVELOPMENT CORP DBA	479,877.79		
80016096	LTS & CPTS LEGAL DEFENSE FUN	42.00		
80016097	M & P ASSOCIATION	1,995.96		
80016098	MIDWEST TAPE		3,839.62	

REPORT: PG3640
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CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 12/02/14
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80016099	NORTHEAST YOUTH CENTER			11,628.16
80016100	PROJECT JOY			2,530.83
80016101	SOUTHSIDE SENIOR ACTIVITY CT			8,859.00
80016102	SPOKANE POLICE BENEFIT ASSOC	1,057.50		
80016103	SPOKANE POLICE CHAPLAIN	2,891.30		
80016104	SPOKANE POLICE K-9 MEMBERSHI	25.00		
80016105	SPOKANE POLICE GUILD LONG	17,504.76		
80016106	SPOKANE POLICE GUILD FRATERN	239.25		
80016107	SPOKANE POLICE SWAT TEAM	250.00		
80016108	SPOKANE POLICE TACTICAL TEAM	272.00		
80016109	US BANK	50,273.60		
80016110	WA ST COUNCIL OF CITY & COUN	24,218.95		
80016111	WCP SOLUTIONS		37.49	
80016112	ALLIED SAFE & VAULT CO INC D	478.50		
80016113	AVISTA UTILITIES	3,526.91		
80016114	CINTAS CORPORATION NO 3	13,014.56		
80016115	COPIERS NORTHWEST INC			405.84
80016116	GROUP HEALTH COOPERATIVE	41,554.06		
80016117	JAMES PUBLISHING INC	98.00		
80016118	K & L GATES LLP	427.50		
80016119	PARKEON INC			380.45
80016120	PREMERA BLUE CROSS OR	226,630.06		
80016121	PREMERA BLUE CROSS	73,302.08		
80016122	SPOKANE COUNTY TREASURER	1,321.94		
80016123	STANLEY CONVERGENT SECURITY			256.00
80016124	WA STATE DEPT OF ECOLOGY	1,920.00		
80016125	WASHINGTON DENTAL SERVICE OR	41,773.12		
80016126	JANICE M DOHERTY	103.20		
80016127	PAMELA J DOLAN	502.98		
80016128	MOLLY ROSE B FEHRINGER	9.62		
80016129	ROBERT A HANNA	89.98		
		8,928,090.08	19,760.97	315,640.16
				=====
		CITYWIDE TOTAL:		9,583,574.58

MINUTES OF SPOKANE CITY COUNCIL

Monday, November 24, 2014

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:30 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

Roll Call

On roll call, Council President Stuckart and Council Members Allen, Fagan, Mumm, Snyder, Stratton and Waldref were present.

City Administrator Theresa Sanders, Assistant City Attorney Mike Piccolo, and City Clerk Terri Pfister were also present on the dais.

Advance Agenda Review

Council received input from staff on the December 1, 2014, Advance Agenda items.

Action to Approve December 1, 2014, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

Motion by Council Member Allen, seconded by Council Member Waldref, **to approve** the Advance Agenda for Monday, December 1, 2014; **carried unanimously**.

ADMINISTRATIVE SESSION

Current Agenda Review

Council reviewed items on the November 24, 2014, Current Agenda for any changes and/or additions.

Addendum to Contract with Spokane Emergency Physicians (OPR 2014-0795) and Cooperative Agreement with Spokane Valley Fire Department (OPR 2014-0774)

Motion by Council Member Mumm, seconded by Council Member Snyder **to defer** for one week (to December 1, 2014) the following items (in order to get some questions answered); **carried unanimously**:

- Addendum to Contract with Spokane Emergency Physicians to expand the Medical Advisor services to contract agencies as directed by the City, effective January 1, 2015—additional annual cost is \$15,000. Total Contract: \$75,000 per year.

- Cooperative Agreement between Spokane Fire Department and Spokane Valley Fire Department for the provision of an Integrated Medical Services Program. (Deferred from November 17, 2014, Agenda).

CONSENT AGENDA

Upon motion of Council Member Allen, seconded by Council Member Waldref, Council unanimously approved Staff Recommendations for the following:

Amendment/Extension to the 2003 contract with American Medical Response (Spokane, WA) for ambulance services through June 30, 2015. (OPR 2003-0688)

2013 SAFER (Staffing for Adequate Fire and Emergency Response) Grant award through FEMA (Federal Emergency Management Agency) for 12 firefighter positions—\$2,017,056 revenue. (OPR 2014-0796)

Purchase of six Wavetronix Smartsensor radar detection systems from Advanced Traffic Products (Everett, WA) to replace existing video detection systems utilizing State Contract #03709—\$131,892 (incl. tax). (OPR 2014-0797)

Master Contracts, to provide up to 10 graders and 21 dump trucks with operators from December 1, 2014, through November 30, 2016, on an as-needed basis, with the following: (RFQP 4068-14/4052-14)

- a. Inland Asphalt Company (Spokane Valley, WA) for 2 graders—est. maximum \$202,703.76. (OPR 2014-0798)
- b. Action Materials, Inc. (Spokane, WA) for 12 dump trucks—est. maximum \$485,236.80. (OPR 2014-0799)
- c. Jewell Excavating & Construction, Inc., (Greenacres, WA) for 2 graders and 3 dump trucks—est. maximum \$262,184.40. (OPR 2014-0800)
- d. MJM Grand (Airway Heights, WA) for 3 graders and 4 dump trucks—est. maximum \$321,056.32. (OPR 2014-0801)
- e. WM Winkler Co. (Newman Lake, WA) for 1 grader—est. maximum \$71,220.24. (OPR 2014-0802)
- f. Avast, Inc. (Spokane, WA) for 1 grader—est. maximum \$68,481. (OPR 2014-0803)
- g. Pauletto Trucking and Excavation (Spokane, WA) for 1 grader and 1 dump truck—est. maximum \$96,770.18. (OPR 2014-0804)

Approval is requested for up to 21 days for Graders and up to 10 days for Dump Trucks—Total Estimated Cost: \$1,537,653.90 [which includes minor contract with Stone Creek Land Design & Development (Spokane, WA) for 1 dump truck for est. maximum \$30,001.20].

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through November 17, 2014, total \$6,274,231.72 (Check Nos. 500258 – 500609; ACH Payment Nos. 15874 – 15955), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$6,136,018.05. (CPR 2014-0002)

City Council Meeting Minutes: (a) November 10, 2014 and (b) November 13, 2014. (CPR 2014-0013)

Executive Session/Council Recess

The City Council adjourned at 3:48 p.m. No Executive Session was held. The City Council reconvened at 6:00 p.m. for the Regular Legislative Session, with Council President Stuckart and Council Members Allen, Fagan, Mumm, Snyder, Stratton and Waldref present. Assistant City Attorney Mike Piccolo and City Clerk Terri Pfister were also present.

LEGISLATIVE SESSION

Pledge of Allegiance

The Pledge of Allegiance was lead by Council President Stuckart

Roll Call

On roll call, Council President Stuckart and Council Members Allen, Fagan, Mumm, Snyder, Stratton, and Waldref were present.

PROCLAMATION

November 29, 2014 *Small Business Saturday*

Council Member Waldref read the proclamation and presented it to Jim Solomon. The proclamation urges the residents of our community and communities across the country to support small businesses and merchants on small business Saturday and throughout the year.

There were no **Appointments**.

Remembrance of Brad Crelia

Council Member Snyder presented comments in memory of Brad Crelia. Brad interned for two council members (Council President Stuckart and Council Member Snyder) and helped to launch the Marijuana Policy Subcommittee. Brad passed away at the age of 29 last week. He was a Lewis and Clark High School grad who lived in New York, Seattle, and Spokane and had worked in politics since 2008. Council Member Snyder noted that Brad was diagnosed with HIV in 2010 when he was 25 years old. Brad started *Hivster*, an online magazine for people living with HIV, and he wrote for the *Huffington Post* on HIV, AIDs, and LGTB-related issues. He was named one of *Pause* magazines top 100 people. Brad was a Board member of Odyssey Youth Center, worked for the Spokane AIDS network and advocated for decriminalization of HIV in Washington State. Council Member Snyder noted that Brad died from Porphyria which is a rare blood disease, and it wasn't the HIV that he succumbed to. A moment of silence was held in memory of Brad.

There were no **City Administration Reports**.

COUNCIL COMMITTEE REPORTS

Marijuana Subcommittee Meeting

Council Member Snyder reported on the Marijuana Subcommittee meeting held earlier today. He noted there was an interesting report about what has been going on with licensees in the area as well as an update on what is going on in Colorado. He noted the State of Colorado has created a credit union for marijuana businesses to deal with some of the problems with their all cash business nature. In addition, he noted the subcommittee had some interesting information from Spokane Public Schools, and one of the things that is a little bit concerning is that compared to last year we're seeing more marijuana-related incidents in Spokane Public Schools. In addition, he noted the Subcommittee discussed an upcoming initiative in the legislature to reconcile medical marijuana with recreational marijuana.

STA Board Meeting

Council Member Waldref reported on the STA Board meeting last week and stated the Board did vote to approve preliminary design and engineering for the Central City Line which is a new high performance transit initiative that the community has been working on for about four years now in development. If approved by the Federal Transit Administration to be entered into their line of projects and project development, STA will be able to move forward with preliminary design and engineering with funding secured through state and federal grants. Council Member Waldref noted she will have more updates next month as the Board will be considering the Moving Forward 10-Year Plan, which consists of about 24 different projects and routes that STA would like to sustain and increase service on in the next ten years. For more information, visit www.stamovingforward.com.

Public Works Committee Meeting

Council Member Waldref reported on the Public Works Committee meeting held earlier today (November 24). Minutes of the Public Works Committee meetings are filed with the City Clerk's Office and are available for review following approval by the Public Works Committee.

OPEN FORUM

Mr. Rick Bocook commented on an article which used the expression "those people" in relation to an anonymous donor that was an ex-convict who donated money to people in poverty. He stated to tell people that they can't give money, cash currency, to people in poverty is wrong.

Mr. John Lemus referenced a letter from Disability Rights Washington which talks about over 40,000 violations from the Centers for Medicaid to a local facility, Lakeland Village, which is managed by the Developmental Disabilities Administration.

Ms. Deb Conklin noted she is a member of the Spokane Alliance and she spoke about her daughter's experience with trying to get a decent job in the Spokane area.

Mr. Steve Smith noted he is the training director for the Spokane area sheet metal workers apprenticeship program and he spoke about apprenticeships.

Ms. Melissa Carpenter advised she is the President of the Spokane Alliance. She spoke regarding the upcoming quality jobs ordinance package.

Mr. George McGrath recommended the City Council disband the Ethics Committee. He spoke regarding a breach of ethics by an elected official in the City of Spokane.

Mr. Gabrielle Elliot extended Thanksgiving remembrances from www.sos.com. He noted the organization invites people to meditate locally at the Unity Center South on Sundays at noon. He also provided other remarks.

LEGISLATIVE AGENDA

EMERGENCY BUDGET ORDINANCES

Emergency Budget Ordinances C35186 and C35187

Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and the opportunity for Council comment, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed** the following Emergency Budget Ordinances amending Ordinance No. C35062 passed the City Council November 25, 2013, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2014, making appropriations to the various funds, departments and programs of the City of Spokane

government for the fiscal year ending December 31, 2014, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C35186 Fire/EMS Department
From: Fire Protection Services, \$200,000;
TO: Overtime-Uniform, \$170,000 and
Contractual Services, \$30,000.

(This action adds revenues from State Mobilizations for fire-related services and Overtime-Uniform and contract expense.)

ORD C35187 Fire/EMS Fund
From: Department of Homeland Security, \$30,000;
TO: Uniform Overtime, same amount.

(This action adds revenue and expenses in the Fire/EMS budget for Hazardous Materials training.)

There were no **Emergency Ordinances**.

RESOLUTIONS

Resolution 2014-0108 (Deferred from November 17, 2014, Agenda) (Relates to Final Reading Ordinance C35184)

Council President Stuckart noted the Council doesn't need this resolution anymore as the (relevant utility) ordinances have been changed, and he requested a motion to table the item indefinitely.

Motion by Council Member Fagan, seconded by Council Member Waldref, **to table indefinitely Resolution 2014-0108** regarding conservation credit program for residential customers with low indoor water usage and for multi-family residences; **carried unanimously**.

Resolution 2014-0113

Council Member Mumm provided an overview of Resolution 2014-0113. Council Member Snyder suggested a change to the resolution, and the following action was taken:

Motion by Council Member Snyder, seconded by Council Member Mumm, **to reference the bike guidelines** as well (in the resolution); **carried 6 to 1 (Council Member Fagan voting "no")**.

Public testimony was then received, with one individual providing comment. Council commentary followed. Council Member Snyder noted there are five places in the resolution where the Urban Street Design Guide is mentioned and the easiest way to do this (the amendment) is to insert “and Urban Bikeway Design Guide.” Further Council commentary was held, after which the following action was taken:

Upon 6 to 1 Roll Call Vote (Council Member Fagan voting “no”), the City Council **adopted Resolution 2014-0113, as amended,** endorsing the National Association of City Transportation Officials (NACTO) Urban Street Design Guide.

FINAL READING ORDINANCES

Final Reading Ordinances C35180, C35181, C35182, C35183, C35184

Upon consideration of Ordinances C35180 through C35184, Council President Stuckart requested motions in order to replace previously filed versions of Ordinances C35181 and C35184 with the new versions filed with the City Clerk. Subsequently, the following actions were taken:

Motion by Council Member Snyder, seconded by Council Member Fagan, **to replace** Ordinance C35181 with the new version that has been filed with the City Clerk; **carried unanimously.**

Motion by Council Member Fagan, seconded by Council Member Waldref, **to replace** Ordinance C35184 with the new version that has been filed with the City Clerk; **carried unanimously.**

Utilities Division Director Rick Romero provided a presentation on Ordinances C35180 through C35184. There was an opportunity for public testimony, with no individuals requesting to speak. Council commentary was held, after which the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed** the following Final Reading Ordinances:

- **Final Reading Ordinance C35180** relating to the rates of public utilities and services, amending SMC sections 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0516, 13.02.0518, 13.02.0520, 13.02.0528, 13.02.0530, 13.02.0552, 13.02.0554, 13.02.0560, 13.02.0562, and 13.02.0568; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date. (Solid Waste).
- **Final Reading Ordinance C35181, as amended,** relating to the rates of the water and hydroelectric department for services, amending SMC sections 13.04.0608, 13.04.2002, 13.04.2004,

13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, 13.04.2022, 13.04.2024, 13.04.2025, 13.04.2026, 13.04.2028, and 13.04.2030 of the Spokane Municipal Code; and setting an effective date.

- **Final Reading Ordinance C35182** relating to the rates of public utilities and services, amending SMC sections 08.02.071, 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1014, 13.03.1016, 13.03.1018, 13.03.1020, 13.03.1022, and 13.03.1208; to chapter 13.03 of the Spokane Municipal Code; and setting an effective date. (Wastewater).
- **Final Reading Ordinance C35183** relating to the rates of Water-Wastewater Integrated Capital rates; amending SMC sections 13.035.500; to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.
- **Final Reading Ordinance C35184, as amended**, relating to water, wastewater rates and the creation of a water and wastewater rate section in the SMC; adding Section 13.035.700.

(Clerical Note: There was a clerical error in the numbering sequence for the above Final Reading Ordinances on the City Council's Agenda. Ordinances C35180 and C35184 were numbered correctly on the agenda and in the agenda packet. The numbering for Ordinances C35181, C35182, and C35183 on the agenda did not match up to what the ordinances were numbered in the Council's packet. The City Clerk has corrected this clerical error in the numbering and these three ordinances are reflected as correctly numbered above and match as the numbers appeared in the Council packets.)

Final Reading Ordinance C35185 (Deferred from November 17, 2014, Agenda)

The City Council considered Final Reading Ordinance C35185 adopting the Annual Budget of the City of Spokane for 2015. Management and Budget Director Tim Dunivant commented on the 2015 Budget and stated there is a small percentage of the budget that is in question. He noted two memorandums, dated November 19, 2015, were sent out last week to the City Council with items that City Administration is requesting the Council amend the budget due to some changes that have happened since the proposed budget was delivered. The memos are designated as Memo #1 and Memo #2. Council inquiry and commentary was held on the proposed amendments, with response by Mr. Dunivant.

Council President Stuckart noted there was a concern about the first item (on page 2 of Memo #1), Fire EMS (1970), which is something that was talked about earlier today. Council Member Mumm commented that, due to the deferral of the other item (Integrated Medical Services Program), we need to eliminate that section; and Council President Stuckart stated that can come back to the Council at a later time if the two deferral items (OPR 2014-0774 and OPR 2014-0795) are accepted. Mr. Dunivant stated

the first paragraph under Fire EMS would increase the social response manager from a half time to a full-time position and that is part of an Integrated Medical Program. He further stated that since action was taken to defer that contract earlier today, he believes the request is to eliminate that whole first paragraph under Fire EMS. Subsequently, the following action was taken:

Motion by Council Member Mumm, seconded by Council Member Waldref, **to remove it** (that whole first paragraph under Fire EMS); **carried unanimously.**

Council President Stuckart called for any further changes under Memo No. 1, with none being presented. Subsequently, the following action was taken:

Motion by Council Member Fagan, seconded by Council Member Allen, **to approve** Memo #1 (as amended above); **carried unanimously.**

The City Council then considered Budget Memo #2. Council President Stuckart noted Memo #2 implements changes in both memo form and a spreadsheet that is attached related to the Street Levy and the Park Bond. Mr. Dunivant noted in reference to Memo #2 that this is the basic framework that needs to be put in place, and he noted there will likely be changes after the first of the year that will be brought forward as an emergency budget ordinance. He further stated that in order to create more street capacity next year we'd be financing some of the existing street bonds, but at a minimum we needed to get the property tax revenue portion brought in and to create the basic framework for expenses. Mr. Dunivant stated he wants to be sure the Council is aware there will be subsequent changes that will be brought forward after the first of the year. Council President Stuckart called for any changes to Memo #2, with none being presented. Subsequently, the following action was taken:

Motion by Council Member Fagan, seconded by Council Member Allen, **to approve** Memo #2; **carried unanimously.**

Council President Stuckart then referred to Memo #3 (dated November 24, 2014), and he summarized changes under the Memo. He pointed out, to be upfront, that one of the proposed amendments under Memo #3 is to defund the Assistant Director EMS position and move that to Fire overtime. Council President Stuckart inquired if any Council Member wished to amend Memo #3. Council Member Allen requested to take the EMS position separately. Council President Stuckart stated he didn't want to take the item separately, but the Council could have a vote on removing it. Subsequently, the following action was taken:

Motion by Council Member Allen, seconded by Council Member Fagan, **to remove** it [line item on Fire/EMS (1970) on Memo #3] at this time until we know exactly what the outcome of Council Member Mumm's questions (are) and if we have to bring it back before the end of the year we can bring it back; **rejected 1 to 6 (Council Member Allen voting "aye" and**

Council President Stuckart and Council Members Fagan, Mumm, Snyder, Stratton, and Waldref voting “no”).

Additional Council discussion was held on Memo #3. Council Member Fagan noted he is supportive of the C.O.P.S. funding as it appears, but questioned as to how much of the \$108,000 will be spent on raises. Council President Stuckart responded that he believes less than \$5,000 of that would go toward raises. Council Member Fagan stated he wanted to know, as that information is not indicated in the Memo and that it just talks about contractual services. Council President Stuckart then provided an overview of where the funding will go to C.O.P.S. Subsequently, the following action was taken:

Motion by Council Member Snyder, seconded by Council Member Mumm, **to approve** Memo #3; **carried 5 to 2 (Council Members Allen and Fagan voting “no”).**

Council President Stuckart indicated he has a proposed motion to the budget. He read a letter he sent to Heather Lowe, Director of Human Resources (dated October 20, 2014), and referred to the response he received back from Ms. Lowe dated November 3, 2014. Council President Stuckart requested that, if so inclined, a Council Member make the following motion: “Resolved that all exempt confidential employees who did not receive an Annual Performance Evaluation in 2014 not receive their annual STEP increase per policy 0620-06-11” and that money resorts to the reserves of that department. Subsequently, after Council discussion, the following action was taken:

Motion by Council Member Snyder, seconded by Council Member Waldref, **to make the motion** (as presented by Council President Stuckart); **carried 6 to 1 (Council Member Fagan voting “no”).**

Council President Stuckart called for any testimony on the Budget (as amended), and four individuals testified. Subsequent to Council commentary, the following action was taken:

Upon 6 to 1 Roll Call Vote (Council Member Fagan voting “no”), the City Council **passed Final Reading Ordinance C35185** adopting the Annual Budget (as amended) of the City of Spokane for 2015, making appropriations to the various funds of the City of Spokane for the year ending December 31, 2015, providing it shall take effect immediately upon passage.

(Clerical Note: Budget Memos #1, #2, and #3 are attached to these minutes. Also, attached is a copy of the motion as presented by Council President Stuckart, along with a copy of his letter to Ms. Lowe dated October 20, 2014, and Ms. Lowe’s response letter dated November 3, 2014.)

FIRST READING ORDINANCES

The following Ordinances were read for the First Time with further action deferred:

- ORD C35188** Relating to the Transportation Benefit District; amending SMC section 8.16.010. (Establishes a base amount of TBD revenue available to sidewalk construction.)
- ORD C35189** Relating to City Council approval of grant applications; adopting a new chapter 7.19 to title 7 of the Spokane Municipal Code.
- ORD C35190** Relating to the adjustment of the City of Spokane's Business Registration Fee; amending SMC 08.02.0206.
- ORD C35191** Relating to parking of for-hire vehicles; amending SMC section 16A.61.5705 and adopting a new section 10.34.105 to chapter 10.34 of the Spokane Municipal Code.
- ORD C35192** Relating to the urban utility installation area map; amending section 2 of Ordinance No. C35146.

There were no **Special Considerations**.

There were no **Hearings**.

SECOND OPEN FORUM

Mr. Henry Valder commented on veterans committing suicide and provided other remarks.

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 7:58 p.m.

Minutes prepared and submitted for publication in the December 10, 2014, issue of the *Official Gazette*.

Terri Pfister, MMC
Spokane City Clerk

Approved by City Council on _____, 2014.

Ben Stuckart
City Council President

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

12/08/2014

Date Rec'd

11/20/2014

Clerk's File #

RES 2014-0115

Renews #Submitting Dept

PLANNING & DEVELOPMENT

Contact Name/Phone

ELDON BROWN 625-6305

Contact E-Mail

EBROWN@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

0650 - RESOLUTION FOR STREET VACATION - PEARL STREET

Cross Ref #Project #Bid #Requisition #Agenda Wording

Resolution setting hearing before the City Council for January 12, 2015 for the vacation of Pearl Street from North line of Sharp Avenue to South line of Sinto Avenue; Pearl Street from North line of Sinto Avenue to the South line of alley between

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.

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

ApprovalsDept Head

MEULER, LOUIS

Division Director

QUINTRALL, JAN

Finance

LESESNE, MICHELE

Legal

DALTON, PAT

For the Mayor

SANDERS, THERESA

Council NotificationsStudy SessionOther

PCED 11/3/14

Distribution List

lhattenburg@spokanecity.org

ebrown@spokanecity.org

Additional Approvals

edjohnson@spokanecity.org

Purchasing

jsaywers@spokanecity.org

mnilsson@spokanecity.org

sbishop@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Sinto Avenue and Mission Avenue requested by Vincent Dressel and Harlan Douglass.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

RESOLUTION 2014-0115

WHEREAS, on **May 6, 2014**, the Spokane City Council received a petition for the vacation of Pearl Street from North line of Sharp Avenue to South line of Sinto Avenue; Pearl Street from North line of Sinto Avenue to the South line of the alley between Sinto Avenue and Mission Avenue in Section 17, T25N, R43E, W.M., Spokane, Washington (thereinafter "Rowan") 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 Pearl Street.; 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 a hearing on the petition to vacate Pearl Street from North line of Sharp Avenue to South line of Sinto Avenue; Pearl Street from North line of Sinto Avenue to the South line of the alley between Sinto Avenue and Mission Avenue will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **January 12, 2015**, 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 _____, 2014.

City Clerk

Approved as to form:

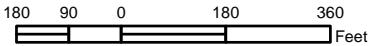
Assistant City Attorney

P1401791VACA - SITE MAP



Right of Way Description:
Pearl St from North line of Sharp Ave to South Line
of Sinto Ave; Pearl St from North line of Sinto Ave to
the South line of the alley between Sinto Ave and
Mission Ave as requested by Vincent Dressel &
Harlan Douglass.

Disclaimer: This is not a legal document: The information
shown on this map is compiled from various sources and
is subject to revision. This map should not be used to
determine the location of facilities in relationship to property
lines, sections lines, streets, etc.
Not suitable for design purposes.



AREA

P1401791VACA - SITE MAP

E Mission Ave

E Sinto Ave

N Ruby St

N Lidgerwood St

E Sharp Ave

N Pearl St

Right of Way Description:
Pearl St from North line of Sharp Ave to South Line
of Sinto Ave; Pearl St from North line of Sinto Ave to
the South line of the alley between Sinto Ave and
Mission Ave as requested by Vincent Dressel &
Harlan Douglass.

COSGIS

Disclaimer: This is not a legal document: The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc.
Not suitable for design purposes.

90 45 0 90 180
Feet



AREA

 **COSGIS**
City of Spokane GIS



DISTRIBUTION LIST

VACATION OF PEARL STREET FROM NORTH LINE OF SHARP AVENUE TO SOUTH LINE OF SINTO AVENUE; PEARL STREET FROM NORTH LINE OF SINTO AVENUE TO THE SOUTH LINE OF ALLEY BETWEEN SINTO AVENUE AND MISSION AVENUE

POLICE DEPARTMENT
ATTN: LT REX OLSON

ATTN: JACKIE CARO

FIRE DEPARTMENT
ATTN: LISA JONES

NEIGHBORHOOD SERVICES
ATTN: ROD MINARIK

CURRENT PLANNING
ATTN: TAMI PALMQUIST

BICYCLE ADVISORY BOARD
ATTN: LOUIS MEULER

WATER DEPARTMENT
ATTN: DIRECTOR DAN KEGLEY

COMCAST
DESIGN & CONSTRUCTION
1717 E BUCKEYE AVE
SPOKANE WA 99207

WATER DEPARTMENT
ATTN: JIM SAKAMOTO

AVISTA UTILITIES
PO BOX 3727
SPOKANE WA 99220

WATER DEPARTMENT
ATTN: SUPERINTENDENT LYNN SHUPE

CENTURY LINK
ATTN: KAREN STODDARD
904 N COLUMBUS ST
SPOKANE WA 99202

STREETS
ATTN: MARK SERBOUSEK

ADAMS, KATHLEEN H
1629 W TONI RAE DR
SPOKANE, WA 99218-2453

STREETS
TRAFFIC PLANNING
ATTN: GERALD OKIHARA

BYRD, GREGORY J & KAREENA M
304 E SINTO AVE
SPOKANE, WA 99202

STREET DEPARTMENT
ATTN: DAUN DOUGLASS

CHARON, G O
229 E SINTO AVE
SPOKANE, WA 99202

SIGNS AND MARKINGS
ATTN: MARCUS EVELAND

ELECTRONIC SERVICE CENTER
ATTN: VAL MELVIN

COLONIAL FUEL CO
PO BOX 3464
SPOKANE, WA 99220-3464

PLANNING & DEVELOPMENT
ATTN: ERIC JOHNSON

FOX FINANCIAL CORP
1310 N RUBY ST
SPOKANE, WA 99202

CONSTRUCTION MANAGEMENT
ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT
ATTN: KATHERINE MILLER

MCBRIDE, VICTOR
18021 N JUDY DR
COLBERT, WA 99005-9357

WASTEWATER MANAGEMENT
ATTN: BILL PEACOCK

SHIMAHARA, RUSSELL REI
PO BOX 1555
TRUTH OR CONSEQUENCES, NM 87901

STATE EXAMINER

PARKS & RECREATION DEPARTMENT
ATTN: LEROY EADIE

BUDIG, KEVIN P
12228 N MORTON DR
SPOKANE, WA 99218

NEIGHBORHOOD SERVICES

BYRD, GUY D & SHAWNA L
6205 S SHELBY RIDGE RD
SPOKANE, WA 99224

COLONIAL CITY, INC.
PO BOX 3464
SPOKANE, WA 99220-3464

DOUGLASS, HARLAN D
815 E ROSEWOOD AVE
SPOKANE, WA 99208-5507

GAINES, WILLIAM J
4820 QUEEN AVE S
MINNEAPOLIS, MN 55410

MCKEIRNAN, THOMAS L & CHERE B
235 E 9TH AVE
SPOKANE, WA 99202-1212

TANGVALD, LEIF A
PO BOX 30691
SPOKANE, WA 99223

BURRELL, JOE G
PO BOX 532
NEWPORT, WA 99156

CHARON, BARRY & LUANN
221 E SINTO AVE
SPOKANE, WA 99202

CORPORATION OF GONZAGA
UNIVERSITY
J PADDEN
502 E BOONE AVE
SPOKANE, WA 99258

DRESSEL, VINCENT G & JANET
17920 N LITTLE SPOKANE DR
COLBERT, WA 99005-9615

KIMMEL ATHLETIC SUPPLY CO, INC
202 E MISSION AVE
SPOKANE, WA 99202

MISSION AVENUE PROPERTIES LLC
202 E MISSION AVE
SPOKANE, WA 99202

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

12/08/2014

<u>Date Rec'd</u>	11/25/2014
<u>Clerk's File #</u>	RES 2014-0116
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 SPOKANE COUNTY EARLY PAYOFF FOR TRANSFER STATIONS RESOLUTION

Agenda Wording

A resolution relating to the early payoff of \$8.9 million by Spokane County for transfer stations.

Summary (Background)

This resolution authorizes City of Spokane staff to approve and execute the early pay off of the transfer stations by Spokane County for \$8.9 million without further Council action.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
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>	Public Works
<u>Finance</u>	DOLAN, PAM	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	Ken Gimpel	
<u>For the Mayor</u>	SANDERS, THERESA	Amber Waldref	
<u>Additional Approvals</u>		Hunt Whaley	
<u>Purchasing</u>		Rick Romero	

RESOLUTION NO. 2014-0116

A RESOLUTION approving the early pay off of the transfer stations by Spokane County for a reduced fee.

WHEREAS, the Interlocal Agreement (ILA) with Spokane County sets the value of the two (2) transfer stations at \$9.9 million; and

WHEREAS, the payment process outlined in the ILA is that beginning January 2015 Spokane County will make eighty four (84) consecutive monthly payments to the of 117,857.14 to the City of Spokane; and

WHEREAS, as an alternative payment option, Spokane County has requested that the City of Spokane accept \$8.9 million for the transfer stations in order to pay them off immediately; and

WHEREAS, the supporting factor to accept this early pay off is the "net present value of money", which makes the deal make financial sense for the City's immediate recapture of money; and

WHEREAS, Solid Waste Collection Department intends to utilize these funds to advance the purchase on Compressed Natural Gas (CNG) refuse trucks in order to advance the fuel and maintenance savings those trucks will provide; and

WHEREAS, this Resolution will be binding through March 31, 2015,

-- Now, Therefore

BE IT RESOLVED by the City Council for the City of Spokane that staff is hereby authorized to approve and execute the early pay off of the transfer stations by Spokane County for \$8.9 million; and

BE IT FURTHER RESOLVED that City staff is authorized accept the \$8.9 million from Spokane County without further city council action.

ADOPTED by the City Council on _____

City Clerk

Approved as to form:

Assistant City Attorney

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

12/01/2014

<u>Date Rec'd</u>	11/19/2014
<u>Clerk's File #</u>	ORD C35193
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	CANDACE 509-625-6256	<u>Project #</u>	
<u>Contact E-Mail</u>	CMUMM@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 PUBLIC-PRIVATE PARTNERSHIP AGREEMENTS		

Agenda Wording

An ordinance amendment to clarify securitization requirements for public-private partnerships.

Summary (Background)

In 2009, the City Council adopted public-private partnership agreement requirements. This amendment to the ordinance permits increased flexibility to invest City funds in public-private partnerships.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	STUCKART, BEN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Finance 12/1/2014
<u>Finance</u>	DOLAN, PAM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. ORD C35193

An ordinance relating to letters of credit in public/private partnership agreements; amending SMC section 7.16.030.

The City of Spokane does ordain:

Section 1. That SMC Section 7.16.030 is amended to read as follows:

7.16.030 ~~Letter of Credit~~Security for City-Involved Financing

~~((A. Pursuant to U.S. department of housing and urban development guidelines for loan security for loans extended under HUD Section 108 Loan Program, the City, without exception, will require an "unconditional, irrevocable letter of credit" from all applicants for HUD Section 108 loans, or any other loans permissible under Washington law where federal or state grant funds are leveraged as collateral in loan agreements involving third parties.))~~

~~((B.))~~A. In all ~~((either))~~ circumstances in which private, for-profit, entities seek City assistance through the brokering and/or a guarantee of economic development loans, the City shall require a guaranty, collateral, letter of credit, and/or other loan securitization depending on the scope and nature of the project. ~~((an unconditional irrevocable letter of credit will be required as collateral to protect the City's financial interests in the transaction unless the))~~ The city council, by a majority vote and after a public hearing on the matter, may affirmatively waive((s)) this requirement if there is agreement not to require additional security ~~((the letter of credit requirement in lieu of guaranty, collateral and/or such other loan security that the council deems sufficient to protect the City's interests in the transaction(s). In any instance in which other guaranty or security is accepted in lieu of a letter of credit, the city attorney shall be required to issue a formal finding that the proposed transaction and loan security do not violate Article VIII Section 7 of the Washington Constitution)).~~

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:**

12/01/2014

<u>Date Rec'd</u>	11/19/2014
<u>Clerk's File #</u>	ORD C35194
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BEN STUCKART 625-6269	<u>Project #</u>	
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 VOTER REGISTRATION AND ELECTION INFORMATION ORDINANCE		

Agenda Wording

AN ORDINANCE relating to voter registration and election information; adopting a new section 1.07.020 to chapter 1.07 of the Spokane Municipal Code and amending the title to chapter 1.07.

Summary (Background)

This ordinance provides that the City will provide election and voter information in utility bills, host a web page devoted to election resources and provide a point of contact to serve as the City's election resource center.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
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>	Public Works
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Information provided to citizens pursuant to this ordinance will include, but is not limited to, voter registration, election dates, online voter pamphlets and guides, ballot drop box location and links to the Spokane County Elections Office, the Washington State Secretary of State and the Public Disclosure Commission.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35194

AN ORDINANCE relating to voter registration and election information; adopting a new section 1.07.020 to chapter 1.07 of the Spokane Municipal Code and amending the title to chapter 1.07.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 1.07.020 to chapter 1.07 of the Spokane Municipal Code to read as follows:

1.07.020 Voter Registration & Election Resources

- A. All utility bills shall include information regarding how citizens may register to vote, including applicable links to the Spokane County Elections Office and the Washington State Secretary of State. Inclusion of such information shall not be included if the information would create an additional billing page and related costs.
- B. The City's website shall host a page devoted to election resources. The site shall have information and/or links to information including, but not limited to, voter registration, election dates, online voter pamphlets and guides, the Washington State Public Disclosure Commission, and ballot drop box locations.
- C. The city administration shall designate one department or point of contact to serve as the election resources center in addition to their duties. The election resources center shall act as the central location for any information related to elections including, but not limited to, sample ballots, voter pamphlets and guides, and voter registration forms.

Section 2. That chapter 1.07 is amended to read as follows:

Chapter 1.07 ((Local Voters' Pamphlet)) Election and Voter 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:**

12/01/2014

<u>Date Rec'd</u>	11/19/2014
<u>Clerk's File #</u>	ORD C35195
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	KAREN 625-6712	<u>Project #</u>	
<u>Contact E-Mail</u>	ROBERST@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Final Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 ORDINANCE REGARD EXEMPT POSITIONS		

Agenda Wording

AN ORDINANCE relating to the establishment of new exempt positions; adopting a new section 3.07.330 to chapter 3.07 of the Spokane Municipal Code.

Summary (Background)

This ordinance provides that prior to the City Council taking legislative action to create or fund new exempt positions, the City's Human Resources department shall provide both the Civil Service Commission and the City Council with an organizational chart for the respective department identifying where the new exempt position fits in the department organization and the reasoning for exempting the position from Civil Service classification.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
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>	Finance
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	Heather Lowe	
<u>For the Mayor</u>	SANDERS, THERESA	Gita George-Hatcher	
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The Human Resources department shall also provide the City Council with the justification or survey demonstrating the requested salary range and the job description questionnaire.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Ordinance No. ORD C35195

AN ORDINANCE relating to the establishment of new exempt positions; adopting a new section 3.07.330 to chapter 3.07 of the Spokane Municipal Code.

WHEREAS, pursuant to Section 26 of the City Charter, the City Council is to establish by ordinance the salary and compensation city officials and employees are to receive; - - Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new section 3.07.330 to chapter 3.07 of the Spokane Municipal Code to read as follows:

3.07.330 Establishment of New Exempt Positions

Prior to the City Council taking legislative action to create or fund new exempt positions, the City's Human Resources department shall provide both the Civil Service Commission and the City Council with an organizational chart for the respective department identifying where the new exempt position fits in the department organization and the reasoning for exempting the position from Civil Service classification. The Human Resources department shall also provide the City Council with the justification or survey demonstrating the requested salary range and the job description questionnaire.

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:**

12/01/2014

Date Rec'd

11/19/2014

Clerk's File #

ORD C35196

Renews #Submitting Dept

SPOKANE REGIONAL SOLID WASTE

Contact Name/Phone

KEN GIMPEL 625-6532

Contact E-Mail

KGIMPEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

4490 AND 4500 ORDINANCE AMENDING SECTIONS OF SMC CHAPTER 13

Cross Ref #Project #Bid #Requisition #Agenda Wording

An ordinance formally changing the names of the two departments, amending sections of SMC Chapter 13.

Summary (Background)

The Spokane Regional Solid Waste System was dissolved on November 17, 2014. The City will be operating the waste to energy facility as a City asset, rather than a Regional asset. This ordinance establishes that the Solid Waste Collection Department is responsible for collecting solid waste and recyclables generated in the City, and the Solid Waste Disposal Department is responsible for all disposal and related functions.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

GIMPEL, KEN

Study SessionDivision Director

ROMERO, RICK

OtherFinance

LESESNE, MICHELE

Distribution ListLegal

DALTON, PAT

ttauscher@spokanecity.org

For the Mayor

SANDERS, THERESA

lbutz@spokanecity.org

Additional Approvals

cmarchand@spokanecity.org

Purchasing

amarshall@spokanecity.org

eschoedel@spokancity.org

ORDINANCE NO. C35196

AN ORDINANCE relating to solid waste department, amending SMC sections 03.01A.450, 03.01A.470, 07.08.403, 13.02.0112, 13.02.0114, 13.02.0125, 13.02.0134, 13.02.0200, 13.02.0204, 13.02.0246, 13.02.0248, 13.02.0308, and 13.02.0350, of the Spokane Municipal Code.

WHEREAS, the Spokane Regional Solid Waste System will be dissolving, effective November 17, 2014; and

WHEREAS, the City of Spokane will be operating the waste-to-energy facility as a city asset, rather than a regional asset; NOW, Therefore

The City of Spokane does ordain:

Section 03.01A.450 Solid Waste (~~(Management)~~) Collection

The solid waste (~~(management)~~) collection department is responsible for collecting solid waste and recyclables generated in the City of Spokane and managing all other aspects of solid waste collection and related sanitation matters within the City except as assigned to the (~~(Spokane regional solid waste system)~~) solid waste disposal department as allowed by law.

Section 2: That SMC section 03.01A.470 is amended to read as follows:

Section 03.01A.470 (~~(Spokane Regional Solid Waste System)~~) Solid Waste Disposal

- A. The (~~(Spokane regional solid waste system)~~) solid waste disposal department (~~((regional system)))~~ handles solid waste disposal and related functions for solid waste generated in the City of Spokane not assigned to the solid waste (~~(management)~~) collection department. The (~~(regional system)~~) solid waste disposal department also handles solid waste disposal from other participating local government jurisdictions in incorporated and unincorporated areas of Spokane County pursuant to interlocal agreements.
- B. The (~~(regional system)~~) solid waste disposal department develops and administers (~~((recycling and composting programs and))~~) waste-reduction strategies and recycling education and outreach for the City and participating local governments in Spokane County (~~((and provides staff support for the regional system liaison board. That board makes recommendations pursuant to interlocal agreements to the City and County regarding the management of~~

~~regional system)). ((Regional system)) Solid Waste Disposal Department programs include:~~

- ~~1. waste-to-energy facility, including recycling, composting, and moderate risk wastes,~~
- ~~2. ((recycling,~~
- ~~3. composting,~~
- ~~4. transfer stations,~~
- ~~5. moderate risk wastes,~~
- ~~6.))long-haul disposal, ((and))~~
- ~~3. landfills, and~~
- ~~4. administration.~~

Section 3: That SMC section 07.08.403 is amended to read as follows:

Section 07.08.403 Solid Waste Fund

~~((There is established a "solid waste fund" of the City. All receipts for the collection and disposal of garbage and refuse and all receipts for the burning of garbage or dead animals and all moneys received by the solid waste management department and solid waste facilities office shall be deposited with the City treasurer and become a part of the solid waste fund; and the expense of conducting the department and office shall be paid therefrom. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.))~~

- A. There is established the "solid waste fund of the City".
- B. All receipts for the collection and disposal of garbage and refuse, received by the solid waste collection and disposal departments shall be deposited with the city treasurer and become a part of the solid waste fund.
- C. All the expenses and expenditures relating to solid waste collection department and solid waste disposal department shall be paid from the solid waste fund.
- D. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

Section 4: That SMC section 13.02.0112 is amended to read as follows:

Section 13.02.0112 Departments ((--Regional System))

"Department" means the solid waste ((management)) collection department as defined in ((SMC 3.01.640)) SMC 03.01A.450 for matters within its municipal departmental responsibility and the ((Spokane regional solid waste system)) solid waste disposal department as defined in ((SMC 3.01.646)) SMC 03.01A.470 for matters within its

municipal departmental responsibilities(~~(, functioning as a City agency)~~). Each director may perform functions and assist the other as the directors may mutually desire.

Section 5: That SMC section 13.02.0114 is amended to read as follows:

Section 13.02.0114 Director

“Director” means the director of the solid waste collection department (~~(of solid waste management)~~) for areas within that municipal department's functions, and the director of the (~~(Spokane regional solid waste system)~~) the solid waste disposal department for areas within that municipal department's functions unless otherwise stated or indicated by context.

Section 6: That SMC section 13.02.0125 is amended to read as follows:

Section 13.02.0125 Solid Waste Permit

“Solid waste permit” is issued by the director of solid waste collection for roll-off containers used solely for demolition purposes pursuant to a valid demolition permit issued by the City of Spokane under the following conditions:

- A. Roll-off containers will be allowed for demolition purposes which result from incidental hauling as defined in SMC 13.02.0119 only;
- B. Container must be owned and operated exclusively by the demolition permittee, direct employee, or subcontractor under contract by permit holder, pursuant to a valid demolition permit issued by the City of Spokane and be clearly identifiable as being owned and operated exclusively by the demolition permittee;
- C. Each container must be inspected by the solid waste collection department and have affixed in a visible area, an annual permit tag;
- D. All waste shall be hauled to a permitted facility as defined in SMC 13.02.1191; and
- E. All receipts for disposal must be available for inspection by the building inspectors, code enforcement officers or solid waste collection department staff. Such party shall furnish promptly such records or information as the requested, at no cost to the City.
- F. Failure to comply shall result in revocation of the solid waste permit and may result in penalties.

Section 7: That SMC section 13.02.0134 is amended to read as follows:

Section 13.02.0134 Waste-to-Energy Plant

“Waste-to-energy plant” or “Waste-to-energy facility” (“W-T-E”) is the Spokane (~~regional solid waste disposal system~~) incinerator operated as a solid waste disposal and energy-recovery facility. The waste-to-energy facility is part of the department of solid waste disposal and is overseen by the director of the department of solid waste disposal.

Section 8: That SMC section 13.02.0134 is amended to read as follows:

Section 13.02.0200 Universal Service by the City

The City of Spokane exercises power to establish and operate a solid waste collection and disposal service for the people of the City by the department of solid waste (~~management~~) collection and (~~Spokane regional solid waste system~~) the department of solid waste disposal. The City of Spokane asserts exclusive and universal control over the business of all solid waste collection, disposal and other handling functions within the City. This authority includes collection and handling of recyclable materials, as further described in this chapter. This chapter invokes and exercises the maximum powers authorized by law for municipal control of and engagement in the business of providing solid waste collection and disposal service to the public.

Section 9: That SMC section 13.02.0204 is amended to read as follows:

Section 13.02.0204 Private Hauling Prohibited – Special Reports – Solid Waste Franchises – Commercial Recycling – Construction, Demolition and Landclearing Waste

- A. Except where preempted by state law or pursuant to a written City contract or franchise as provided hereafter, no person may provide solid waste collection or solid waste disposal services or residential recycling collection services otherwise provided by the city solid waste (~~management department~~) collection and disposal departments within the City.
 - 1. Specifically, the use of roll-off boxes or tilt-frame trucks by persons other than the solid waste collection department or persons authorized by City contract, City franchise, or City solid waste permit (as defined in SMC 13.02.0125) is prohibited.
 - a. A “roll-off box or container” is defined as a non-motorized container that is left at a site in which is deposited trash, construction debris and/or garbage. It is normally metal and capable of being hauled to be dumped elsewhere.
 - 2. The following specialized solid waste handling equipment is prohibited from use in the city without a franchise, solid waste permit or written approval from the solid waste collection department:

- a. Front, rear or side load waste collection vehicle;
 - b. Tilt-frame collection vehicle for the hauling of roll-off waste containers or waste compactors;
 - c. Private roll-off waste container;
 - d. Intermodal container used for solid waste disposal;
 - e. Container carrier truck or container delivery truck for the hauling of solid waste containers; and
 - f. Solid waste container for the collection of solid waste is one-yard, two-yard, three-yard, four-yard, six-yard, or eight-yard size.
- B. Private junk removal or hauling services are prohibited to the extent they involve collection or hauling of solid waste, including construction, demolition and landclearing wastes. Private cleanup services not involving regular routes and which may include incidental hauling as defined in SMC 13.02.0119 may be permitted where:
- 1. A substantial charge is made for premises cleanup labor and hauling charges are incidental thereto;
 - 2. All non-recyclable materials are source separated and disposed of at the ~~((regional system))~~ City's Waste to Energy Facility or the Spokane County Regional Solid Waste System;
 - 3. Such disclosure and reporting requirements as prescribed by the director are followed; and
 - 4. No solid waste hauling which could be the subject of any WUTC regulatory action occurs; and
 - 5. Parties engaged in such activities accept and agree to any other regulatory or contractual arrangements as the director may determine appropriate to assure maintenance of solid waste collection and disposal departmental control of collection and disposal of solid waste in the city of Spokane.
- C. Solid Waste Franchises.
- 1. Persons holding a state certificate of public convenience and necessity within any areas annexed and entitled to an exclusive municipal franchise following annexation under RCW 35.13.280 are hereby granted an

exclusive franchise as provided by law for a period of seven years commencing at the effective date of annexation.

- a. The director of solid waste ((~~management~~)) collection is authorized to extend the time of such franchises, considering the value of any interests cancelled because of an annexation and the City's assumption of solid waste authority, not to exceed an additional three years, but any extension shall be in writing and upon such conditions as the director may require, in the exercise of sound discretion.
 - b. The director may present a separate franchise document for approval by any affected party, but failure of said party to sign or accept the same shall not delay the operation of this section, or the director may deem said failure to be a surrender or abandonment of all rights.
 - c. The terms of this section shall form the basis of any franchise or contract for such solid waste collection privileges.
2. Any party collecting solid waste in the city of Spokane pursuant to this subsection (C) of this section is subject to the following further conditions:
 - a. The franchise shall not exceed the scope of permission as to kind of service, territory or any other permission relating to solid waste granted by any state certificate of public convenience and necessity that has been cancelled by operation of the annexation law in effect prior to the time of annexation.
 - b. Rates shall be fair and reasonable. Compliance with WUTC-approved rates for similar services shall be presumed fair and reasonable, but rates in excess of such rates shall be presumed not to be fair and reasonable, all rates subject to review and approval by the director of solid waste collection guided by standards applicable to WUTC certificated haulers.
 - c. Service levels shall be adequate and sufficient to satisfy all customer needs. Service levels at least to the level currently provided by the City of Spokane department of solid waste collection shall be presumed adequate and sufficient. Service not to such level shall be presumed insufficient, but all service is subject to review and approval by the director of solid waste collection who shall consider WUTC policies and practices.
 - d. The hauler shall be solely and separately responsible for all activities and shall never represent that it is an employee or agent of the City of Spokane.

- i. The hauler must indemnify and hold harmless the City, its officers, agents and employees from all loss or liability for the service provider's actions in connection with the enjoyment of service privileges.
- ii. The party may be required to furnish evidence of insurance, including naming the City of Spokane as an additional named insured on the insurance levels as the director may reasonably require, in consultation with the city risk manager, considering the nature and scope of service activities and level of risk to the public therefrom.

D. Commercial Recycling Hauling.

1. Persons engaged in commercial recycling hauling for hire are not subject to requirements of a municipal solid waste contract or franchise under this section, but must submit a written location disclosure report to be reviewed by the director. The report must contain the following information: destination of haul, resulting useful product showing recycling use, and proof of commercial value of said product.
 - a. The report is due at or before the time of placement of any containers for recyclables collection.
 - b. All recycling containers placed must be clearly labeled "recyclables only" in large twelve-inch block letters of contrasting colors on all exterior sides.
 - c. Haulers are also responsible to explain City requirements to segregate recyclables from solid waste to their customers.
 - d. Additionally recycling haulers must file a written annual report with the director of solid waste no later than February 1st for the prior year's recycling activities.
 - e. A copy of the Annual Recycling Survey Report as submitted to Spokane County or the department of ecology required by chapter 70.95 RCW for the immediate past year.
2. "Commercial recycling hauling" for purposes of reporting requirements consists of collection and transportation of source-separated (that is, separated by the original generator) recyclable materials from a drop-off box, or from a commercial or industrial generator of recyclable materials to a processor of recyclable materials or end user of recyclable materials.

- a. Recyclable materials must contain no solid waste (non-recyclable materials). However, adjustments to this requirement may be made by the director, granted only in writing, if the applicant can demonstrate to the director that its activities are in the best interests of the public health and safety for meeting the recycling goals set forth in the Spokane ((Regional)) County Solid Waste Management Plan.
- b. All recyclable materials shall be processed and marketed in such a way that they are recycled rather than disposed of as solid waste.
- c. All persons engaged in commercial recycling shall provide documentation of the final disposition of all recyclable materials upon request by the director. These records shall be maintained for a minimum of three years.

E. Construction, Demolition and Landclearing Waste.

- 1. Construction, demolition and landclearing wastes are defined in SMC 13.02.0109, and are a result of construction, demolition and landclearing activities, which are generated under a valid building or demolition permit issued by the City of Spokane.
- 2. Collection and hauling for hire by private haulers is prohibited without possession of a current valid franchise issued by the City of Spokane.
- 3. Persons who create construction, demolition and/or landclearing wastes as a result of construction, demolition or landclearing activities shall haul construction demolition and landclearing wastes to a Spokane regional health district permitted facility located within Spokane county ((or the Spokane regional solid waste system)).
- 4. All building or demolition permitted sites must have a City of Spokane solid waste container for putrescible waste generated at the job site.
- 5. All receipts for disposal must be available for inspection by the building inspectors, code enforcement officers or solid waste collection department staff.
- 6. The solid waste ((management)) collection department will provide hauling services for construction, demolition and landclearing wastes upon request.
 - a. The generator shall establish an account for the billing of the disposal of the materials at the permitted facility to be paid by the generator.

- b. The City of Spokane retains all rights permitted to cities concerning the management of all solid waste as provided for under Washington State law.
 - c. Construction, demolition and landclearing wastes collected and hauled by the City of Spokane which are refused will either be returned to the generator or hauled to the Spokane ~~((regional solid waste system))~~ waste-to-energy facility or other appropriate transfer station, at generator's expense.
- F. All records of any party engaged in activities relating to collection of solid waste or recycling as identified under this section are subject to inspection and copying by the director. Such parties shall furnish promptly such records or information as the director may require, at no cost to the City.
- G. In addition to any other provision, any person in violation of applicable requirements in this section shall be subject to revocation of said party's collection privileges.
 - 1. Except in case of danger to the public health safety, as the director may determine, or where otherwise provided, no revocation shall occur prior to thirty days' written notice by the director to the party subject to revocation, specifying the violation and providing for an opportunity to correct the same.
 - 2. If the director determines such violation is not corrected after thirty days, the director may issue an order requiring the party to show cause before the city hearing examiner why collection privileges should not be cancelled.
 - 3. Upon receipt of such order, the hearing examiner schedules a hearing and determines the issue, subject to appeal within fourteen days to city council on the record submitted, without additional testimony.
- H. Upon cancellation of any collection privileges, the holder thereof shall peacefully surrender all territory, providing such information related thereto at no cost to the City, as the director may require.
- I. The director of solid waste ~~((management))~~ collection is vested with the duty of administering the provisions of this section. The director may prepare and require the use of such forms as deemed needed for administering the requirements of this section.

Section 10: That SMC section 13.02.0246 is amended to read as follows:

Section 13.02.0246 Solid Waste Collection Franchisees – Minimum Service Levels – Reasonable Rates

- A. Some annexed portions of the City are served by private companies pursuant to a franchise granted by the City in accord with RCW 35.13.280. This chapter, as an exercise of the police power to protect the public health, and safety, shall supersede any inconsistent or contradictory franchise provisions.
- B. Holders of municipal solid waste collection franchises shall provide weekly solid waste collection service to all occupied premises within a franchised area at the same general levels and conditions of services as the City solid waste ((~~management~~)) collection department provides. This shall include providing a residential curbside recycling collection program at least equivalent to the services provided by the City.
- C. Rates charged by municipal solid waste collection franchisees shall be fair and reasonable. Where a franchisee's rates within the City are higher than the department rates, the director of solid waste ((~~management~~)) collection may order a franchisee to submit due and proper showing to the director to establish its rates within the City are fair and reasonable, notwithstanding any franchise term or provision to the contrary.
- D. The director of ((~~the regional system~~)) solid waste disposal may require holders of municipal solid waste collection franchises to deliver solid waste to a disposal facility or facilities so designated by that director.
- E. Complaints, including rate disputes, relating to a franchisee are reviewed by the director of solid waste ((~~management~~)) collection. The director's decision, except relating to suspension or revocation of a franchise, is subject to review by the City hearing examiner by filing written notice of appeal thereto within ten days of the date of issuance.
 - 1. Upon timely appeal, the hearing examiner conducts a hearing thereon within forty-five days of the filing of the appeal.
 - 2. The examiner's decision is the final City action, and may be appealed on the record to the superior court of Spokane County by filing a notice of appeal thereon, copy served upon the director and hearing examiner, within thirty days of issuance.
- F. Where a franchisee has failed to fulfill the terms of a franchise or comply with any other applicable ordinance or order of the director, violations are a class 1 civil infraction, with each day of a continuing violation a new and additional violation.
- G. In addition and not by way of limitation to the imposition of penalties and any other remedies available in contract or at law where a franchisee has failed to fulfill the terms of a franchise or comply with any other applicable ordinance or

order of the director, the director may recommend that franchise privileges be suspended or revoked.

1. Said recommendation shall be forwarded to the City hearing examiner, who shall conduct a hearing thereon within forty-five days of the director's recommendation.
 2. The examiner's decision may be appealed within thirty days of issuance to the city council.
 3. The council shall consider the appeal within thirty days of filing. No new evidence shall be considered, and the council shall either approve or reverse the hearing examiner's decision based upon the record submitted by the hearing examiner.
 4. The council's decision is final.
- H. Immediately, but in no case longer than three business days after a franchise has been suspended, revoked, expires, or is abandoned by a franchisee, the franchisee shall transmit to the director of solid waste (~~((management))~~) collection an accurate and up-to-date written list of all routes, addresses of premises served, and type of service within the franchised area affected, and any other information the director may require.
1. Violations of this subsection are a class 1 civil infraction, with each day of a continuing violation a new and separate infraction.

Section 11: That SMC section 13.02.0248 is amended to read as follows:

Section 13.02.0248 Service Outside City Limits

- A. The City solid waste collection department does not provide collection service outside City limits except as may be authorized by applicable law or contract, including appropriate arrangements with a private solid waste collection company. The solid waste disposal department does operate (~~((a-regional))~~) disposal service for solid waste from inside and outside the City of Spokane.
- B. In the event all aspects of service are not specifically addressed by contract or otherwise specifically provided, any other portions of this chapter or chapter 13.01 SMC may be applied by the director of solid waste (~~((management))~~) collection or disposal where deemed needed as terms and conditions of service to outside the City customers

Section 12: That SMC section 13.02.0308 is amended to read as follows:

Section 13.02.0308 Director Sets Routes

- A. Collection routes, dates and times, and type of service (semi-automated or automated) are set by the director, in the director's discretion, based upon needs of the premises, area, reasonable business management practice and system operational needs.
- B. Further information on the date or location of collection service is available from the department. Customers are encouraged to contact the department of solid waste ((management at (509) 625-7878)) collection with any questions relating to departmental operations.

Section 13: That SMC section 13.02.0350 is amended to read as follows:

Section 13.02.0350 Premises Site Plan Approval for Solid Waste Collection Area Required

- A. Customers are responsible to obtain the advance plan approval of the director of solid waste ((management)) collection of all proposed waste storage areas, collection points and customer equipment to be used.
- B. This requirement shall apply whenever new construction or remodeling occurs or whenever customer's waste disposal needs change.
- C. Customers involved in the City building permit or plan review process remain responsible to obtain the director of solid waste ((management's)) collection's affirmative approval in addition to other municipal approval requirements. At all times, it remains the customer's sole responsibility to obtain such approval, which should not be presumed.
- D. Note that for customer convenience, other parts of a building project may be approved, but solid waste approval of a site plan as required herein may not be inferred thereby.

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:**

12/08/2014

<u>Date Rec'd</u>	11/21/2014
<u>Clerk's File #</u>	ORD C35197
<u>Renews #</u>	

<u>Submitting Dept</u>	PUBLIC DEFENDER	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	KATHY KNOX 835-5972	<u>Project #</u>	
<u>Contact E-Mail</u>	KKNOX@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0700 ADOPTION OF PUBLIC DEFENDERS STANDARDS ORDINANCE		

Agenda Wording

Adoption of Public Defender standards ordinance before the effective date of numerical case load limits 1/1/15.

Summary (Background)

The City of Spokane is required by statute to adopt an ordinance relating to public defender standards for misdemeanors.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KNOX, KATHY	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Public Safety Com.
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	kknox@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	llok@spokanecity.org	
<u>Additional Approvals</u>		nisserlis@spokanecity.org	
<u>Purchasing</u>		tdunivant@spokanecity.org	
		mlogan@spokanecity.org	

ORDINANCE NO. C35197

AN ORDINANCE relating to public defense standards, adopting a new chapter 3.10 to title 3 of the Spokane Municipal Code, consisting of sections 3.10.010 and 3.10.020.

WHEREAS, it is a United States and Washington constitutional requirement, a requirement of chapter 10.101 Revised Code of Washington (RCW) and a public purpose that each person charged with a crime punishable by incarceration or involved in certain other proceedings that may result in loss of liberty or loss of fundamental rights, be provided with effective legal representation in order to ensure equal justice under law without regard to his or her ability to pay; and

WHEREAS, effective legal representation should be provided consistent with the constitutional requirements of fairness, equal protection, and due process in all cases where the right to counsel attaches; and

WHEREAS, the City of Spokane, in 1990, through Resolution 90-71, adopted “Standards for Public Defense Services”; and

WHEREAS, it is the intention of the City of Spokane (the “City”), consistent with chapter 10.101 RCW (adopted by the state legislature in 2005) and other applicable law, to make these services available in an efficient manner which provides effective representation at reasonable cost to the City; and

WHEREAS, under RCW 10.101.030, the City of Spokane is required by ordinance to adopt standards for the delivery of public defense services, whether those services are provided by contract, assigned counsel, or a public defender office. The standards endorsed by the Washington State Bar Association for the provision of public defense services should serve as guidelines to local legislative authorities in adopting standards; and

WHEREAS, the Washington State Supreme Court cited the Washington Bar Association (WSBA) Standards in State v. A.N.J., 168 Wn.2d 91, 225 P.3d 956 (2010) to delineate effective representation on a criminal matter; and

WHEREAS, the United States Supreme Court decided Padilla v. Kentucky, 559 U.S. 356, 130 S.Ct. 1473, 176 L.Ed.2d 284 (2010) relating to a lawyer’s constitutional obligation to his or her client to assess immigration consequences relating to resolution of the case(s) and to tell the client if a guilty plea carries a risk that he will be deported, and the Washington Supreme Court decided State v. Sandoval, 171 Wn.2d 163, 249 P.3d 1015 (2011) holding that erroneous immigration advice is ineffective assistance of counsel; and

WHEREAS, on June 3, 2011, the Washington State Bar Association updated its Standards For Indigent Defense Services, and Performance Guidelines for Criminal Defense Representation; and

WHEREAS, the Washington State Supreme Court has adopted Standards for Indigent Defense more specifically, Standard 3 regarding case load limits, and by court rule, specifically CrRLJ 3.1, requires attorneys to certify quarterly in a Certificate of Compliance filed in courts in which they appear that they will maintain caseloads that allow them sufficient time to provide effective representation, and as of January 1, 2015, by Standard 3.4, that they will aspire to not take an annual misdemeanor caseload exceeding four hundred (400) by straight count or three hundred (300) if by a case weighted count under Standard 3.6; and

WHEREAS, the Honorable Robert S. Lasnik of the Federal District Court for the Western District of Washington in his decision in Wilbur, et al. v. The City of Mount Vernon, et al. provides guidance to cities regarding the provision of indigent defense services in the funding, oversight and evaluation of such services; -- Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted in a new chapter 3.10 to title 3 of the Spokane Municipal Code to read as follows:

Chapter 3.10
Public Defense Standards

Sections:

3.10.010 Adoption of Standards

3.10.020 Non-discrimination

3.10.010 Adoption of Standards.

A. The City of Spokane hereby adopts the standards set forth in this chapter consistent with RCW 10.101.030. The standards are for the provision of public defense services in conjunction with the City's prosecution of misdemeanor and gross misdemeanor cases. In addition to these standards, outside counsel shall be required to comply with any additional provisions in its individual contract.

B. The City of Spokane adopts Standards for Indigent Defense Services by reference, as the same exist and may hereafter be amended.

C. Public defense services shall be provided to all clients in a professional, skilled manner consistent with 1) the Standards set forth by the Washington State Bar Association and Performance Guidelines for Criminal Defense Representation (June 3,

2011); 2) the Washington State Supreme Court Rules of Professional Conduct, particularly RPC 1.1, 1.3 and 3.1; and 3) the decision of the Honorable Robert S. Lasnik, of the United States District Court for the Western District of Washington, in Wilbur, et al. v. The City of Mount Vernon, et al., case number 2:11-cv-01100-RSL filed December 4, 2013.

D. The City Council recognizes that by adopting these Standards by reference, it is important that changes be reviewed on a regular basis. Accordingly, the City Council requests the City Public Defender to provide a report to the City Council in conjunction with the annual budget process so that it may evaluate the need to update these Standards and the Public Defender's Office budget.

E. The City Public Defender's Office shall adopt a case weighting policy, if at all, consistent with the Washington State Office of Public Defense (OPD) Model Misdemeanor Case Weighting Policy (April, 2014), and file a copy of that policy with OPD.

3.10.020 Non-Discrimination.

Neither the City, in its selection of an attorney, firm or agency to provide public defense representation, nor the attorneys selected, in their hiring practices or in their representation of clients, shall discriminate on the grounds race, religion, creed, color, sex, national origin, marital status, familial status, age, sexual orientation, gender identity, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability as defined by the American with Disability Act and/or the Washington State Law Against Disability, Chapter 49.60 RCW. Both the City and assigned counsel shall comply with all federal, state, and local non-discrimination requirements, including chapter 1.06 SMC.

ADOPTED 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:**

12/08/2014

<u>Date Rec'd</u>	8/19/2014
<u>Clerk's File #</u>	ORD C35199
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BEN STUCKART 625-6269	<u>Project #</u>	
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 ORDINANCE RELATED TO PROCUREMENT AND SALES TAX REVENUE		

Agenda Wording

An ordinance relating to procurement; amending SMC section 7.06.100 and adopting a new section 7.06.225 to chapter 7.06 of the Spokane Municipal Code.

Summary (Background)

This ordinance sets forth a number of rules relating to procurement of public works, goods and services including the requirement to take into consideration the sales tax revenue the City would receive when purchasing supplies, materials and equipment consistent with RCW 39.30.040. The requirement to consider the sales tax revenue would not apply when the City is purchasing good and procuring services from other government agencies with whom the City has an interlocal procurement agreement.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
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>	Public Works
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Furthermore, the City shall use the same form of bid advertisement and evaluation as used by the State of Washington for vehicle and motor equipment purchases.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35199

An ordinance relating to procurement; amending SMC section 7.06.100 and adopting a new section 7.06.225 to chapter 7.06 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC Section 7.06.100 is amended to read as follows:

7.06.100 Application

Except as otherwise provided by law, procurements of all public works, goods, and services are by public bidding.

- A. Local improvements are by public bidding when the estimated cost of the improvement exceeds five thousand dollars pursuant to RCW 35.43.190.
- B. Public works are by public bidding when the estimated cost of the public work exceeds:
 - 1. ninety thousand dollars if more than a single craft or trade is involved in the project; or
 - 2. forty-five thousand dollars if only a single craft or trade is involved in the project or the project is street signalization or street lighting.

In accordance with RCW 39.04.155, the City may use the small works roster process (including limited public works) as an alternate means of contracting for public works projects.

- C. Purchasing of goods is by public bidding when the estimated cost thereof exceeds thirty-five thousand dollars, or the then current "minor" contract level, in a twelve-month period.
- D. Procurement of personal services is by public bidding when the estimated cost thereof exceeds thirty-five thousand dollars, or the then current "minor" contract level, in a twelve-month period.
- E. Procurement of professional architectural, engineering and surveying services shall be in accordance with article IV of this chapter.
- F. Purchasing of goods from other government agencies with whom the City has an interlocal procurement agreement are exempt from the requirements of this section.
- G. Purchasing of supplies, materials, electronic data processing and telecommunication equipment, software, services, and/or equipment from or

through the United States government are exempted from the requirements of this section.

- H. Except where prohibited by law, when the procurement of public works, services, or goods involves the use of certain moneys subject to special restrictions, those special restrictions will govern the procurement.

Section 2. That there is adopted a new section 7.06.225 to chapter 7.06 of the Spokane Municipal Code to read as follows

7.06.225 Competitive Bidding Consideration of Tax Revenues

- A. Bids and price quotes shall be solicited whenever possible from vendors located in the city of Spokane and Washington State. However, pursuant to the city charter and Washington law on competitive procurement, the city may not favor local businesses in the award of competitively awarded contracts.
- B. In accordance with RCW 39.30.040 for purchases of supplies, materials, or equipment, the City shall take into consideration the sales tax revenue the City would receive by purchasing from a supplier located within its boundaries. The City shall provide notice to all potential bidders of its intent to award a contract based on this method at the time of bid advertisement. Provided, however, the City shall use the same form of bid advertisement and evaluation as used by the State of Washington for vehicles and motor equipment purchases.

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:**

12/08/2014

<u>Date Rec'd</u>	12/8/2014
<u>Clerk's File #</u>	ORD C35200
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BEN STUCKART 625-6269	<u>Project #</u>	
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Final Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 DESIGN-BUILD PROJECT EVALUATION CRITERIA		

Agenda Wording

An ordinance relating to design-build project evaluation criteria; amending SMC 7.06.160.

Summary (Background)

This ordinance provides that when the City pursues an alternative public works contracting procedure for design-build proposals pursuant to Chapter 39.10 RCW, as part of the evaluation factors for request for qualifications or request for proposals, the RFP or RFQ shall include criteria factors regarding whether the location of the offices of the prime contractor and all sub contractor would have any impact on the ability of the design-build team to perform the work on the project.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
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>	Public Works
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This type of evaluation factor was part of the Spokane Convention Center Completion Project by the PFD in 2013 and the Nelson Service Center Project in by the City also in 2013.

<u>Fiscal Impact</u>		<u>Budget Account</u>
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Select	\$	#
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Select	\$	#
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<u>Distribution List</u>	
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ORDINANCE NO. C35200

An ordinance relating design-build project evaluation criteria; amending SMC section 7.06.160.

The City of Spokane does ordain:

Section 1. That SMC section 7.06.160 is amended to read as follows:

7.06.160 Alternatives to Public Bidding

- A. When it is considered impractical to initially prepare a procurement description to support an award based upon price, the purchasing director and the requesting department may utilize a request for information or a request for proposals, including in an appropriate case a design-build proposal. The information received in response to the requests may serve as the basis for a future invitation to bid or as the basis for competitive negotiation.
- B. When the city pursues an alternative public works contracting procedure for design-build proposals pursuant to Chapter 39.10 RCW, as part of the evaluation factors for request for qualifications or request for proposals, the city shall include criteria factors regarding whether the location of the offices of the prime contractor and all sub contractor would have any impact on the ability of the design-build team to perform the work on the project.

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:**

12/08/2014

<u>Date Rec'd</u>	11/25/2014
<u>Clerk's File #</u>	ORD C35201
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BEN STUCKART 625-6269	<u>Project #</u>	
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 PUBLIC WORKS APPRENTICESHIP ORDINANCE		

Agenda Wording

An ordinance relating to a Public Works Apprentice Program; adopting new sections 7.06.700, 7.06.710, 7.06.720, 7.06.730, 7.06.740, 7.06.750, 7.06.760 and 7.06.770 to chapter 7.06 of the Spokane Municipal Code to be designated as Article X.

Summary (Background)

This ordinance provides for an apprenticeship program whereby public works projects over \$350,000 would require five percent of the total contract labor hours of each project to be performed by apprentices enrolled in a state-approved apprenticeship program. The five percent requirement would increase to ten percent in 2016 and fifteen percent in 2017 and beyond. The apprenticeship program would be administered by the utilities department through its director.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
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>	Public Works
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	Rick Romero	
<u>For the Mayor</u>	SANDERS, THERESA	Kyle Twohig	
<u>Additional Approvals</u>		Mike Taylor	
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The ordinance authorizes the director to waive or reduce the apprenticeship participation percentage, with written notice to the council, based on demonstrated lack of ability to obtain apprentices in a specific geographic area or field; or, a disproportionately high ratio of material cost to labor hours. The ordinance also provides an exemption if the program conflicts with federal or state grant funding requirements. A violation of the requirements man result in a penalty imposed against the contractor or subcontractor equal to 30% of the highest pad craft hourly rate on the public works project. Decisions of the director could be appealed to the Hearing Examiner.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Distribution List			

ORDINANCE NO. C35201

AN ORDINANCE relating to a Public Works Apprentice Program; adopting new sections 7.06.700, 7.06.710, 7.06.720, 7.06.730, 7.06.740, 7.06.750, 7.06.760 and 7.06.770 to chapter 7.06 of the Spokane Municipal Code to be designated as Article X.

The City of Spokane does:

Section 1. That there is adopted new sections 7.06.700, 7.06.710, 7.06.720, 7.06.730, 7.06.740, 7.06.750, 7.06.760 and 7.06.770 to chapter 7.06 of the Spokane Municipal Code to be designated as Article X to read as follows:

ARTICLE X PUBLIC WORKS APPRENTICE PROGRAM

Sections:

7.06.700	Intent
7.06.710	Definitions
7.06.720	Administration of Apprentice Program
7.06.730	Waiver or Reduction of Goals
7.06.740	Exemption Related to Federal or State Grant Funding Requirements
7.06.750	Utilization of Apprenticeships for Veterans
7.06.760	Penalty
7.06.770	Appeals

7.06.700 Intent

The City of Spokane recognizes that a well-trained construction work force is critical to the ability of constructing successful public works projects. Apprenticeship training programs are particularly effective in providing training and experience to individuals seeking to enter or advance in the work force. By providing for apprenticeship utilization on public works projects, the City can create opportunities for training and experience that will help assure that a trained work force will be available in sufficient numbers in the future for the construction of public works projects.

7.06.710 Definitions

For the purpose of this article, the following words are defined as follows:

- A. "Labor hours" means the total number of hours of worked by workers receiving an hourly wage who are directly employed on the site of the public works project. "Labor hours" shall include hours performed by workers employed by the contractor and all subcontractors working on the project. "Labor hours" shall exclude hours worked by foremen, superintendents, owners and workers who are not subject to prevailing wage requirements.
- B. "State-approved apprenticeship program" means an apprenticeship program approved or recognized by the Washington State Apprenticeship and Training Council or similar programs approved by the Washington State Department of Labor and Industries or the the U.S. Department of labor- Bureau of Apprenticeship (BAT) .

7.06.720 Administration of Apprentice Program

On public works construction projects, as defined in RCW 39.04.010, with an estimated cost of three hundred fifty thousand dollars (\$350,000) or more, at least five (5) percent in 2015, ten (10) percent in 2016 and fifteen (15) percent in years 2017 and beyond of the total contract labor hours of each project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.

- A. The utilities department shall be responsible for the implementation and administration of this article and is authorized to develop and adopt rules consistent with the requirements of Article X of Chapter 7.06 SMC. The director shall establish contract specification language to implement the apprenticeship requirement, which may change from time to time. The director shall develop and implement a system for monitoring the actual use of apprentices on public works projects.
- B. The director shall establish a monitoring program to verify compliance with this article. The director shall report to the city council at least twice each year to report on the apprenticeship program.

7.06.730 Waiver or Reduction of Goals

The director is authorized to waive or reduce the apprenticeship participation percentage on public works construction projects with prior written notice to the city council. The director's decision to reduce the apprenticeship participation percentage shall be based on his or her findings that there is a demonstrated lack of ability to obtain apprentices in a specific geographic area or field; or, a disproportionately high ratio of

material costs to labor hours, which does not make feasible the required minimum level of apprentice participation.

7.06.740 Exemption Related to Federal or State Grant Funding Requirements

This article shall not apply or the participation percentage shall be reduced if in conflict with state of federal grant funding requirements.

7.06.750 Utilization of Apprenticeships for Veterans

The City encourages the utilization of the apprenticeships for veterans and encourages a goal of ten percent of apprenticeship labor hours be performed by veterans.

7.06.760 Penalty

- A. All city public works contracts involving this article shall include a provision establishing a penalty equal to thirty percent (30%) of the highest paid craft hourly rate on the public works project as determined by prevailing wages for each unmet labor hour to be imposed by the director on each contractor or subcontractor who violates the provisions of this article.
- B. Failure to comply with the provisions of this article shall be deemed a breach of the public works contract with the City and shall be considered grounds for disqualifying the contractor for future public works contracts.

7.06.770 Appeals

- A. An appeal may be filed with the City's hearing examiner by any individual, contractor or other party affected by the enforcement of this article regarding the director's decision to waive or reduce the apprenticeship participation percentage or the imposition of penalties pursuant to SMC 10.07.080.
- B. Appeals shall be filed within ten (10) business days of the director's decision. Appeals shall be processed consistent with SMC 17G.050.310-320.
- C. The hearing examiner shall either affirm or reverse the decision of the director. If the hearing examiner reverses the director's decision, the matter shall be remanded to the director to decide the matter consistent with the hearing examiner's decision.
- D. An appeal shall not act as a stay to a public works construction project. A decision by the hearing examiner regarding the waiver or reduction of the apprenticeship participation percentage shall be only apply prospectively. A

decision by the hearing examiner affirming the director's assessment of penalties may be considered grounds for debarment under SMC 7.06.610 B.

E. The hearing examiner's decision may be appealed to Superior Court.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



SPOKANE CITY COUNCIL

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Spokane, WA 99201-3335

(509) 625-6269

Adam McDaniel

Senior Executive Assistant to Council President Ben Stuckart

Policy Analysis:
Apprenticeship Utilization Requirement on Public Works Projects

Adam McDaniel

November 24, 2014



SPOKANE CITY COUNCIL
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3335
(509) 625-6269

Adam McDaniel
Senior Executive Assistant to Council President Ben Stuckart

Issue: Qualified Worker Shortage

The City of Spokane faces a qualified construction worker shortage to meet upcoming major city-owned projects. These projects include: street work related to the recent voter-approved levy, implementation of the Riverfront Park Master Plan, and executing the City's Integrated Clean Water plan. A well-trained, highly-skilled construction workforce is absolutely essential to the City's ability to construct high-quality and long-lasting projects. According to the *Georgetown University Center on Education and the Workforce*, by 2018, the United States will face a shortage of workers with recognized postsecondary credentials – shortages of 3,000,000 workers with degrees and 4,700,000 workers with certificates. In 2012, the Bureau of Labor Statistics reported that the median age of construction and extraction workers was 41.4 years—and rapidly rising. The U.S. Department of Labor estimates that the construction and building sector will need to increase by nearly 250,000 new workers each year for the next 5 years to meet the forecasted construction projects. The data showing that the construction workforce is aging while the supply of young people entering these career fields is rapidly declining are indicators that the City needs to seriously consider as a frequent consumer of construction services. Baby boomers are retiring, taking a lifetime of experience, skills, and professional expertise with them. The intent of this analysis is to provide a recommendation on the City of Spokane's ability to adopt policy that will help build and sustain a qualified construction workforce through its purchase of construction services.

To further understand the worker shortage problem, it is imperative to study the background on the overall national labor shortage beyond the scope of municipal public works. Many local business and construction organizations, such as the Spokane Homebuilders, and national organizations, such as the Associated General Contractors of America, are concerned about the lack of qualified labor to meet the workforce demand in all areas of our recovering local and national economies. A spokesman for the National Association of Home Builders went as far as attributing at least a portion of the slow housing recovery to a qualified construction labor shortage: "The housing recovery will be a modest one, not only because the overall economy is moving relatively slow, but because rebuilding the infrastructure of the homebuilding industry is taking time. The labor shortage has been a contributing factor". (Smialek, "Housing Rebound Stymied by Spot U.S. Labor Shortages") Brian Turmail, a spokesman for Associated General Contractors of America (AGC), also expressed concern for the builders across the country: "A lot of folks are worried about a lack of skilled workers, a lack of carpenters, a lack of laborers, and a lack of equipment operations"(Smialek, "Housing Rebound Stymied by Spot U.S. Labor Shortages"). Those concerns are visibly represented in a survey by the AGC, which reported that 62% of its membership is having a difficult time filling key professional and craft worker positions. Additionally, 74% of its membership believes it will become even more difficult to fill the craft worker positions. The Washington State AGC members' survey results are presented in the graph below:



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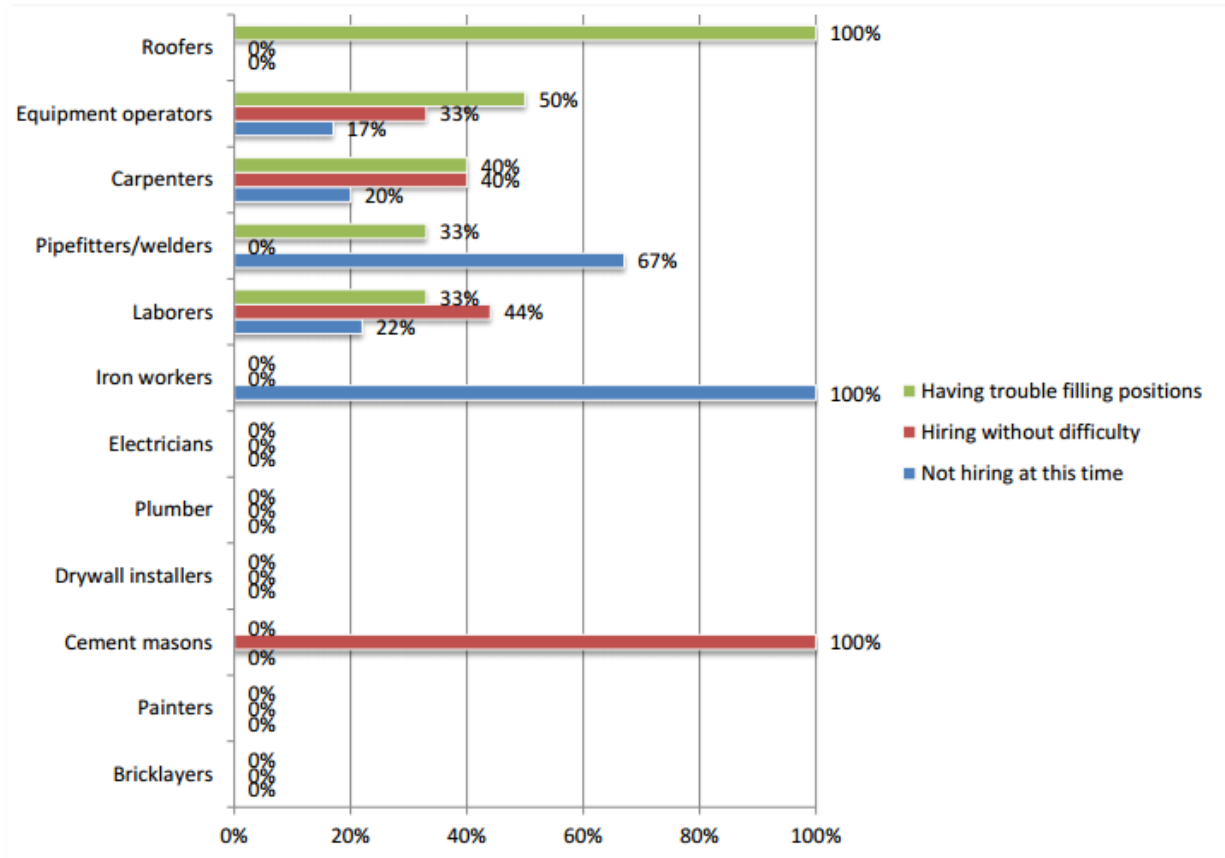
Spokane, WA 99201-3335

(509) 625-6269

Adam McDaniel

Senior Executive Assistant to Council President Ben Stuckart

14. If you are having trouble filling key craft worker positions, please indicate all the position types you are having trouble filling.



Source: 2014 Construction Outlook Survey Results – Washington Results (Association of General Contractors)

Locally, community leaders in Spokane have recognized that there has been a looming qualified worker shortage problem for several years. As a former board member on the Spokane Economic Development Council (now Greater Spokane Incorporated), John Pilcher was quoted as saying: “We want to be thinking down the road. We’re only going to be successful if we’re thinking ahead and planning for the future. It is a nice problem to have and we’ve got more jobs coming. But we have to be ready for those jobs and the community’s got to be ready to fill those positions.” (KHQ, “Spokane may soon face labor shortage”) Most economists and labor experts agree--if we are to remain competitive in a global economy, the public sector and the private sector must share the responsibility of training and establishing the next generation of skilled workers. With the adoption of the two ballot measures in 2014, we have an opportunity to step-up and meet this responsibility. Shaun O’L Higgins of The Oxalis Group, a Spokane-based training and consulting firm, wrote in the Journal of Business: “Two economically important issues on City of Spokane ballots were passed by voters: the initiatives to fund comprehensive street and park improvements and maintenance. They will give employment a boost as private



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(509) 625-6269

Adam McDaniel

Senior Executive Assistant to Council President Ben Stuckart

firms compete for contracts to handle much of the work. Meanwhile, large public- and private-sector projects are underway or on the drawing board, which should restore and maintain short- and mid-term construction-sector employment”. (Higgins, 6)

Solution Option: Apprenticeship Programs in Washington State

Now that Spokane voters have chosen to invest further in Riverfront Park and our city’s transportation system, there is an immediate public responsibility to ensure that a qualified workforce will be available to sustain the high-skilled work and demanding tempo of these long-term projects. A well-managed municipal apprenticeship utilization requirement on public works projects has been identified by policy makers as a potential recommendation for addressing project sustainability issues related to the construction worker shortage.

An apprenticeship is a job in which an individual (at least 18 years old for construction trades) is paid to learn a set of skills through on-the-job training. Registered Apprenticeship Programs were created in 1937 through the National Apprenticeship Act (also known as The Fitzgerald Act) and are programmed by the United States Department of Labor. The way the program works is fairly simple: An apprenticeship sponsor, such as the Association of General Contractors, registers its program and its apprentices with the Federal government or a state agency – I.E. Washington State Apprenticeship and Training Council via the Washington State Department of Labor and Industry (L&I). The Department of Labor and Industry works with 300 state approved programs to help administer their training standards. Any employer can join an apprenticeship program as long as they abide by the standards of the program – they are not required to sign a collective bargaining agreement to participate in any state-approved apprenticeship program. The apprentice is required to meet certain competencies and standards through a specific length of training for each craft. For example, a Spokane resident training to become a construction electrician would train at least five years before reaching journey-level status. This usually accounts for over 2,000 on-the-job hours and a minimum of 144 hours of classroom instruction. Upon completion, the apprentice receives a nationally-recognized certificate, which certifies him or her as a highly-skilled journey worker. The apprentice’s starting wage is usually 50% of the journey-level wage, theoretically reducing the labor costs of a project falling under prevailing wage requirements.

Spokane Community College currently serves as a partner to 19 different apprenticeship programs and committees by offering classes on different crafts and trades. Some of the construction-related craft programs offered through Spokane Community College include:

- Bricklayers/Tile setters (Inland Northwest Masonry Apprenticeship Committee)
- Carpenters (Washington State UBC JATC)
- Cement Masons (OPCMIA Local 72)
- Electrical Workers (IBEW Local 73)
- Ironworkers (Pacific Northwest Ironworkers Local 14)
- Laborers (Northwest Laborers Apprenticeship Committee)



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Spokane, WA 99201-3335
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Adam McDaniel
Senior Executive Assistant to Council President Ben Stuckart

- Plumbers/Steamfitters (Inland Empire Plumbing and Pipefitting Industry Apprenticeship Training Committee)
- Sheet Metal Workers (Northeast Washington-Northern Idaho Sheet Metal Apprenticeship Committee)

The state of Washington has more than a decade of success with apprenticeship utilization requirements. Washington State's first apprentice utilization requirement came via Executive Order from Governor Gary Locke in 2000. King County, the City of Seattle, and the Port of Seattle had adopted apprenticeship utilization requirements 7 years earlier! The City of Spokane, by adopting policy requiring apprenticeship utilization on public works projects, would join numerous cities, counties, public development entities, and agencies across the state of Washington in recognizing the public sector's role as a construction services consumer in workforce development. The following organizations have adopted their own apprenticeship utilization policies: King and Snohomish Counties; the cities of Edmonds, Seattle, and Vancouver; Spokane Public Schools; Washington State Department of Transportation; and all four-year institutions of higher learning in the state of Washington. This year, United States Senator Patty Murray, seeing the value of Washington's apprenticeship program, led her Senate colleagues in sponsoring the *Promoting Apprenticeships for Credential and Employment Act*. In her statement announcing this bill, Senator Murray noted the success of apprenticeship programs. "Workers in Washington State and across the country have benefitted from registered apprenticeship programs. These are investments we know have among the highest pay offs for our economy." (Murray, "Murray, Miller, Pocan Introduce Bill to Invest in Apprenticeships, Increase Skilled Workers")

Apprenticeship Program Benefits

The investments in Registered Apprenticeship Programs have been studied and its benefits to the public and the workers have been verified by multiple sources. A national study by Mathematica Policy Research found that individuals who completed Registered Apprenticeship Programs earned over \$240,000 more over the course of their careers than individuals not participating in such Apprenticeship programs. In Washington that number is even greater: According to the Workforce Training and Education Coordinating Board (as seen in the graphs below), for each Washingtonian who completes a Registered Apprenticeship Program, there is a 90-to-1 return on investment ratio for a total net benefit of just over \$300,000 over that individual's career. The program evaluation also shows that the general public receives a lifetime return on taxpayer investment of 23-to-1, or around \$80,000 for each person completing a Registered Apprenticeship Program. (Workforce Training and Education Coordinating Board, "Apprenticeship 2014 Dashboard")



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 808 W. Spokane Falls Blvd.
 Spokane, WA 99201-3335
 (509) 625-6269

Adam McDaniel
 Senior Executive Assistant to Council President Ben Stuckart

Participant and Public Benefits and Costs per Apprentice

Benefit/Cost	First 2.5 years		Lifetime (until 65)		Sum of Costs and Benefits
	Participant	Public	Participant	Public	
Benefits					
Earnings	\$38,059	\$0	\$325,870	\$0	
Fringe Benefits	\$7,612	\$0	\$65,174	\$0	
Taxes	-\$9,983	\$9,983	-\$85,476	\$85,476	
Transfers					
UI	\$890	-\$890	\$1,592	-\$1,592	
Costs					
Foregone net comp.	\$23,422	\$6,220	\$23,422	\$6,220	
Program costs	-\$1,854	-\$3,606	-\$1,854	-\$3,606	
Benefits	\$36,578	\$9,094	\$307,160	\$83,884	
Costs	\$21,568	\$2,614	\$21,568	\$2,614	
Total (Net)	\$58,146	\$11,708	\$328,728	\$86,498	\$415,226

Note: Benefits and costs are expressed in 2013 first quarter dollars.

Source: Workforce Training and Education Coordinating Board – 2014 Workforce Training Results



SPOKANE CITY COUNCIL

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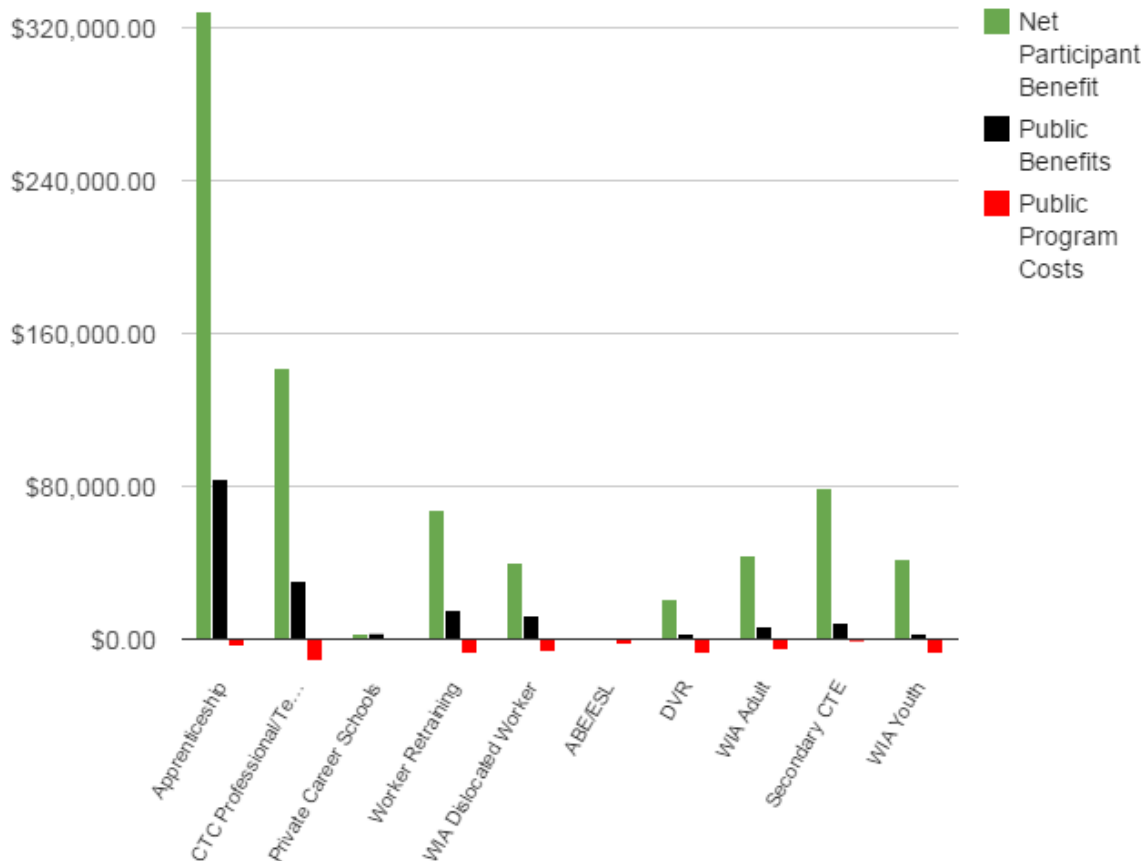
Spokane, WA 99201-3335

(509) 625-6269

Adam McDaniel

Senior Executive Assistant to Council President Ben Stuckart

Per Participant Benefits, Increase in Tax Receipts, and Public Costs - to Age 65



Source: Workforce Training and Education Coordinating Board

Key Apprenticeship Facts

- Government agencies do not fund the training of apprentices. Most programs are funded by employers or by labor/management committees.
- The United States Department of Labor estimates that the construction industry will need to add 1.2 million new construction workers to meet expected construction project demands.



SPOKANE CITY COUNCIL

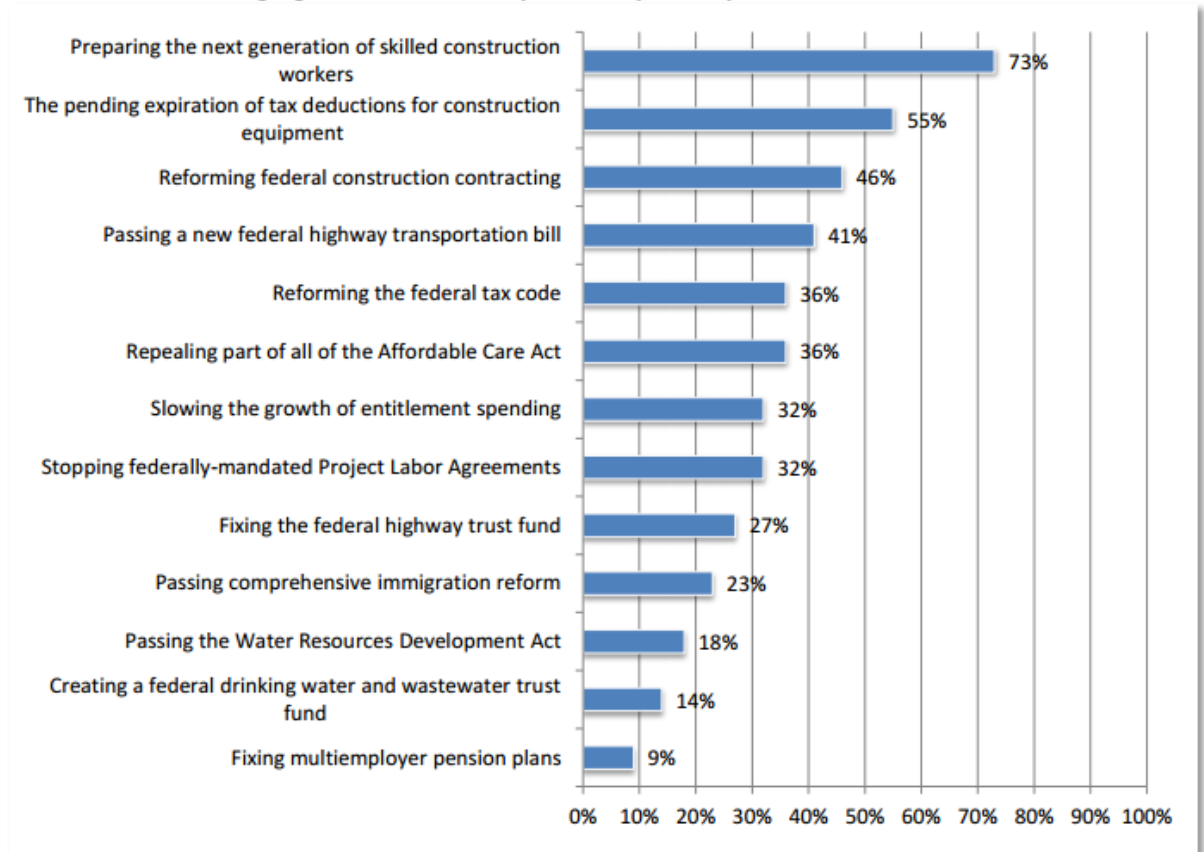
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Spokane, WA 99201-3335
(509) 625-6269

Adam McDaniel

Senior Executive Assistant to Council President Ben Stuckart

- State law requires that apprenticeship programs be utilized on Washington State Department of Transportation projects, public works projects by public school districts, and public works projects by four-year institutions of higher learning.
- According to a Washington Employment Security Department survey, 84% of participants who complete an apprenticeship program were employed. The completers reported median earnings of \$63,869 within six to nine months of completing their apprenticeship program.
- The 2015 Washington State Construction Outlook Survey Results reports 73% of the AGC Washington membership named “preparing the next generation of skilled construction workers” as the most important legislative issue important to their businesses.

34. Which of the following legislative issues are important to you and your business?



- Source: 2014 Construction Outlook Survey Results – Washington Results
- Veterans can use GI Bill benefits to enroll in apprenticeship programs.
- A Washington State Registered Apprentice receives a 50% tuition waiver at a Washington state community or technical college.



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Adam McDaniel
Senior Executive Assistant to Council President Ben Stuckart

- According to the Washington state Workforce Training and Education Coordinating Board, for every dollar invested, apprenticeships return \$91 to participants in the form of increased net lifetime earnings, and \$23 to the taxpayer public in additional tax revenue. It is one of the top performing programs in Washington for workforce development.
- According to the same survey by the Washington Employment Security Department, 93% of employers reported satisfaction with apprenticeship program completers.
- Joining an apprenticeship program costs money and varies depending on the program and occupation.
- During the past 8 years, Federal funding for career and technical education has been cut from \$1.3 billion a year to \$1.12 billion in 2014.
- According to the Bureau of Labor Statistics, the number of union construction workers shrank by 23%, from 1.1 million in 2008 to 900,000 in 2013.
- According to FMI, a construction consulting firm, the construction industry will need to add 1.5 million new workers due to retirees and increased demand.
- Spokane Community College cooperates with 19 different apprenticeship programs to make classes available for different trades. White males currently represent 85% of apprenticeship participants in Washington.
- African Americans, Whites, and Native Americans are represented above their proportions of the Washington state population. Hispanics, Asians, and those with a multiracial background are represented below their proportions of the Washington state population.
- There are approximately 300 state approved apprenticeship programs in Washington. Nearly 3/4ths of them are building and construction trades.
- Starting wages for an apprentice is usually 50% of the journey-level wage.
- According to the International Brotherhood of Electrical Workers Local 73 (3210 East Ferry, Spokane), there are 65 apprentices currently participating in their state-approved program.
- According to the Iron Workers Local 14 (16610 E. Euclid, Spokane Valley), there are 145 apprentices currently participating in their state-approved program.
- According to the Operative Plasterers' and Cement Masons Local 72 (3921 East Main, Spokane), there are 13 apprentices currently participating in their state-approved program.
- According to the United Association Local 44 (3915 East Main, Spokane, WA) there are 40 plumber/pipefitter apprentices currently participating in their state-approved program.
- According to the Northwest Laborers Apprenticeship Committee (3021 East Francis, Spokane, WA), there are approximately 101 apprentices participating in their state-approved program.



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- According to the Boilermakers Local 242 (N. 6404 Pittsburg, Spokane, WA), there are 17 apprentices participating in their state-approved program.
- According to the Western States Operating Engineers Training Institute (Spangle, WA), there are 60 apprentices participating in their state-approved program.
- According to the Eastern Washington and Northern Idaho Painters and Allied Trades Apprenticeship Committee, there are 26 painters and drywall finisher apprentices in their state-approved program.
- According to the Inland Northwest Chapter Associated General Contractors Carpenters (2110 N. Fancher Rd., Spokane, WA), there are 30 apprentices participating in their state-approved program.
- According to the Inland Northwest Chapter Associated General Contractors Operators (2110 N. Fancher Rd., Spokane, WA), there are 40 apprentices participating in their state-approved program.
- According to the Construction Industry Training Council of Washington, there are 60 Spokane-area apprentices in their state-approved program. 24 of these apprentices are construction equipment operator apprentices who work all over the state of Washington.
- According to the Northeastern Washington-Northern Idaho Sheet Metal Apprenticeship Committee (7209 E. Trent, Spokane, WA), there are 60 apprentices in their state-approved program.

Policy Recommendation

The City is obligated to maximize the benefits of all contracts utilizing taxpayer dollars in most efficient, transparent, and open manner. As a major construction market participant, the City is in a unique role to create contracting policy that serves the community and taxpayer beyond the current service contract model used on public works projects.

The City Council should consider adopting an ordinance that requires a small percentage of apprentices to be directly utilized on public works projects over a certain dollar threshold, exercising its proprietary interest as a project owner and consumer of construction services.

Such an ordinance would be the equivalent of a procurement policy as a consumer of construction services and the owner of projects. It would not be the intent of this ordinance to regulate labor relations or benefit programs of the City's potential contractors. Legislators could be assured that the ordinance language would not constitute a mandate or an additional regulatory requirement on construction firms doing business with the City.

Additionally, but separately, the City should advocate at the Federal level for increased funding for the Carl D. Perkins Act which would make it easier for school districts to expand career and technical education opportunities. The City should also advocate for increased funding for the



SPOKANE CITY COUNCIL

808 W. Spokane Falls Blvd.
Spokane, WA 99201-3335
(509) 625-6269

Adam McDaniel

Senior Executive Assistant to Council President Ben Stuckart

Federal Office of Apprenticeship to study the impact and performance of apprenticeship programs throughout the country.

Proposed Ordinance Details for Consideration

- Because of such specificity of crafts, equipment, and services utilized on public works projects, the Utilities Director should be given the opportunity to reduce, or potentially waive, the percentage requirement if a sufficient number of apprentices do not exist for a craft. The Utilities Director could also take into consideration the feasibility of using apprentices on projects in which the ratio of material costs to labor hours is disproportionately high, or the use of the composite crew model provides a much greater economic benefit to the city.
- If any contractor, individual, or interested party believes that the apprenticeship utilization waiver or reduction has been made discriminately, a process of appeal should be made accessible. The City should consider the first stage of appeal be a referral to the City's Hearing Examiner for review. If unsatisfied with the Hearing Examiner's ruling, all interested parties should be given the ability to make an appeal to Superior Court. The appeal process should not serve as a hindrance for the City to begin project construction.
- The City should also consider creating a penalty clause that holds contractors accountable for deliberate non-compliance. The penalty section should be crafted to ensure that contractors abiding by the spirit of the law are not unfairly punished for missing their utilization target; however, a contractor should make a good-faith effort to request any reduction in the utilization goal prior before accepting and executing the public works contract.
- The City Council should consider drafting the ordinance to recognize current industry habits, as well as the potential lack of immediate apprentices in certain crafts. These realizations could be met by adopting an initial higher project dollar threshold and lower percentage utilization requirement. Gradually, the project dollar threshold and percentage utilization requirement should be adjusted to reflect a well-stocked apprentice pool and subsequent construction industry adjustment to the City of Spokane's new policy.
- The City Council should consider adding an additional human resource in the form of a Compliance Officer to assist the Utilities Director in implementing this new policy. This Compliance Officer should also serve as a liaison to all stakeholders including the City of Spokane's public works management team, the local construction industry, union



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Adam McDaniel

Senior Executive Assistant to Council President Ben Stuckart

organizations, and the Washington State Department of Labor and Industries. The Compliance Officer and City of Spokane's Utilities Director should provide presentations to the City Council at least annually, on the apprenticeship program to include compliance rates, successes, and areas for improvement. Other than additional human resources to address compliance issues, apprenticeship utilization on public works contracts cost the City nothing. An argument can be made that the apprenticeship utilization will lead to higher bids on public works contracts, however that argument has not been backed up by any studies that I have reviewed on this topic.

- The City of Spokane, through the Human Rights Commission, should work with the Inland Empire construction industry and union organizations to establish apprenticeship program outreach opportunities to underrepresented communities. The City could expand the reach of its program by creating apprenticeship utilization goals for underrepresented groups such as minorities, women, veterans, and persons with disabilities. The Association of General Contractors, a major stakeholder of this policy, has been diligently working to provide more opportunities to returning veterans.
- The Council should also work with stakeholders to determine if the contract labor hours should apply to contractors as well as subcontractors. The Council should consider both the flexibility and administrative ease for both the City and contractor by requiring the prime contractor be solely responsible for meeting the apprenticeship utilization requirement; however, the Council must also consider its intent of the ordinance when evaluating the tradeoffs of eliminating the requirement for subcontractors.



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Senior Executive Assistant to Council President Ben Stuckart

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Adam McDaniel

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

12/08/2014

<u>Date Rec'd</u>	11/25/2014
<u>Clerk's File #</u>	ORD C35202
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	SHERYL 6224	<u>Project #</u>	
<u>Contact E-Mail</u>	SMCGRATH@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320-ORDINANCE RELATING TO ESTABLISHING MAYOR'S SALARY		

Agenda Wording

An ordinance submitting a ballot proposition to the voters of the City of Spokane to amend Section 7 of the Charter of the City of Spokane relating to the establishment of the Mayor's salary.

Summary (Background)

Section 84 of the City Charter permits the Council, on its own motion, to submit to the voters any proposed ordinance or measure. Section 125 of the City Charter provides that the Council may submit to the voters proposed amendments to the City Charter. Section 7 of the Charter currently provides that the minimum salary of the Mayor shall be an amount equal to the salary of the highest paid city employee, other than the city administrator. This ordinance sets forth an amendment to Section 7 to be submitted to the votes that provides that the Mayor's salary shall be set by the City's Salary Review Committee consistent with the rules and procedures set forth in the SMC and state law.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
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>	
<u>Finance</u>	DOLAN, PAM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C35202

An ordinance submitting a ballot proposition to the voters of the City of Spokane to amend Section 7 of the Charter of the City of Spokane relating to the establishment of the Mayor's salary.

WHEREAS, Section 5 of the Spokane City Charter created the position of Mayor as the chief executive officer of the City; and

WHEREAS, Section 7 A. of the City Charter provides that the minimum salary of the Mayor shall be an amount equal to the salary of the highest paid city employee, other than the city administrator as provided in Section 24 of the Charter; and

WHEREAS, the City Council adopted chapter 2.05 SMC, pursuant to RCW 35.21.015, to create the Salary Review Commission that would establish the base salaries of the Council President and the Council Members; and

WHEREAS, pursuant to Section 84 of the City Charter, the City Council, of its own motion, may submit to popular vote for adoption or rejection at any election, any proposed ordinance or measure, in the same manner and with the same force and effect as provided in the article for submission on petition; and

WHEREAS, pursuant to Section 125 of the City Charter, the City Council, of its own motion, may submit to popular vote for adoption or rejection at any election, proposed amendments to the City Charter; and

WHEREAS, pursuant to its authority set forth in sections 84 and 125 of the City Charter, the City Council has determined that an amendment to Section 7 of the City Charter providing that the Mayor's salary shall be established by the City's Salary Review Commission should be submitted to the voters of the City for their adoption or rejection on the February 10, 2015 scheduled special election.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SPOKANE ORDAIN:

Section 1. That Section 7 of the City Charter of the City of Spokane regarding the salary of the Mayor shall be amended as follows:

Section 7. Salary

- A. The ~~((minimum))~~ annual base salary of the mayor shall be ~~((an amount equal to the salary of the highest paid city employee (other than the city administrator as~~

provided in Section 24))) established by the City's Salary Review Commission consistent with the rules and procedures set forth in the Spokane Municipal Code and state law.

- B. The salaries of the council president and council members shall be established by ordinance adopted by the city council or pursuant to state law and may be increased or decreased from time to time. Any change in the salary for the office of council president or council member established by ordinance adopted by the city council shall not be applicable to the term then being served by the incumbent. Any change in the salary of the office of council president or council member established pursuant to state law shall become effective pursuant to the applicable state law.

Section 2. That this ordinance be submitted to the voters of the City of Spokane for their approval or rejection at the election to be held on February 10, 2015 in conjunction with the scheduled general election, as the following proposition:

CITY OF SPOKANE

PROPOSITION NO. 1

**AMENDMENT TO CITY CHARTER REGARDING
ESTABLISHMENT OF THE MAYOR'S SALARY**

This proposition will amend Section 7 of the Spokane City Charter providing that the Mayor's salary shall be established by the City's Salary Review Commission consistent with the rules and procedures set forth in the Spokane Municipal Code and state law, all as set forth in Ordinance No. C- _____.

Should this measure be enacted into law?

Yes ☐
No ☐

Section 3. Effective Date.

This ordinance, if approved by the voters, shall take effect and be in full force upon the issuance of the certificate of election by the Spokane County Auditor's Office.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date Pursuant to
Certification of Election

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

12/08/2014

<u>Date Rec'd</u>	11/19/2014
<u>Clerk's File #</u>	ORD C35198
<u>Renews #</u>	

Submitting Dept	PLANNING & DEVELOPMENT	Cross Ref #	RES 2014-0104
Contact Name/Phone	ELDON BROWN 625-6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Hearings	Requisition #	
Agenda Item Name	0650 - HEARINGS - VACATION OF UN-NAMED PORTION OF RIGHT-OF-WAY		

Agenda Wording

Vacation of an un-named portion of right-of-way, 60 feet by 447.97 feet, approximately 650 feet north of 8018 West Sunset Highway, requested by Rodney Black and John McCormack.

Summary (Background)

At its legislative session held on November 3, 2014 the City Council set a hearing on the above vacation for December 8, 2014. Since that time, staff has solicited responses from all concerned parties.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MEULER, LOUIS	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	PCED - 10/20/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	ebrown@spokanecity.org	
<u>Additional Approvals</u>		edjohnson@spokanecity.org	
<u>Purchasing</u>		sbishop@spokanecity.org	
		jsaywers@spokanecity.org	
		mnilsson@spokanecity.org	

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

ORDINANCE NO. C35198

An ordinance vacating an un-named portion of right of way, 60 feet by 447.97 feet, approximately 650 feet north of 8018 West Sunset Highway in Section 20, T25N, R42E, W.M., Spokane, Washington as requested by Rodney Black & John McCormack.

WHEREAS, a petition for the vacation of an un-named portion of right of way, 60 feet by 447.97 feet, approximately 650 feet north of 8018 West Sunset Highway in Section 20, T25N, R42E, W.M., Spokane, Washington, 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 the un-named portion of right of way, 60 feet by 447.97 feet, approximately 650 feet north of 8018 West Sunset Highway in Section 20, T25N, R42E, W.M., Spokane, Washington as requested by Rodney Black & John McCormack is hereby vacated. Parcel number not assigned.

Section 2. That this ordinance shall not become effective until the owners of parcel north of the area to be vacated have deeded to the City of Spokane the north 30 feet of the property north of the vacated right-of-way.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date:_____



CITY OF SPOKANE
PLANNING AND DEVELOPMENT SERVICES

808 West Spokane Falls Blvd., Spokane WA 99201-3343
(509) 625-6700 FAX (509) 625-6349

STREET VACATION REPORT (P1304309VACA)
November 04, 2014

LOCATION: Vacation of an un-named 60 foot by 447.97 foot strip approximately 650 feet North of 8018 West Sunset Hwy (US2)

PROPONENT: Rodney Black & John McCormack

PURPOSE: To aggregate parcel #28204.9024 on the north side of right of way with parcel #25204.9025 on the south side from the City to facilitate future development.

HEARING: To be determined

REPORTS:

AVISTA UTILITIES – No objection. Provide copy of the Ordinance upon approval.

COMCAST – No objection.

CENTURYLINK – No objection.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No comment.

FIRE DEPARTMENT – No objection.

NEIGHBORHOOD SERVICES – No comment.

PARKS DEPARTMENT – No comment.

PLANNING & DEVELOPMENT – DEVELOPER SERVICES – No objection.

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comment.

PLANNING & DEVELOPMENT – PLANNING – No objection. If the owner wishes to consolidate the parcels after street vacation a boundary line adjustment will be necessary.

POLICE DEPARTMENT – No comment.

SOLID WASTE MANAGEMENT – No comment.

STREET DEPARTMENT – No comment.

WASTEWATER MANAGEMENT – No objection. Onsite runoff to be maintained and treated onsite.

WATER DEPARTMENT – No objection. The Water Department has no infrastructure in the proposed vacation area and no current plans to install water infrastructure in the proposed vacation area.

BIKE ADVISORY BOARD – No comment.

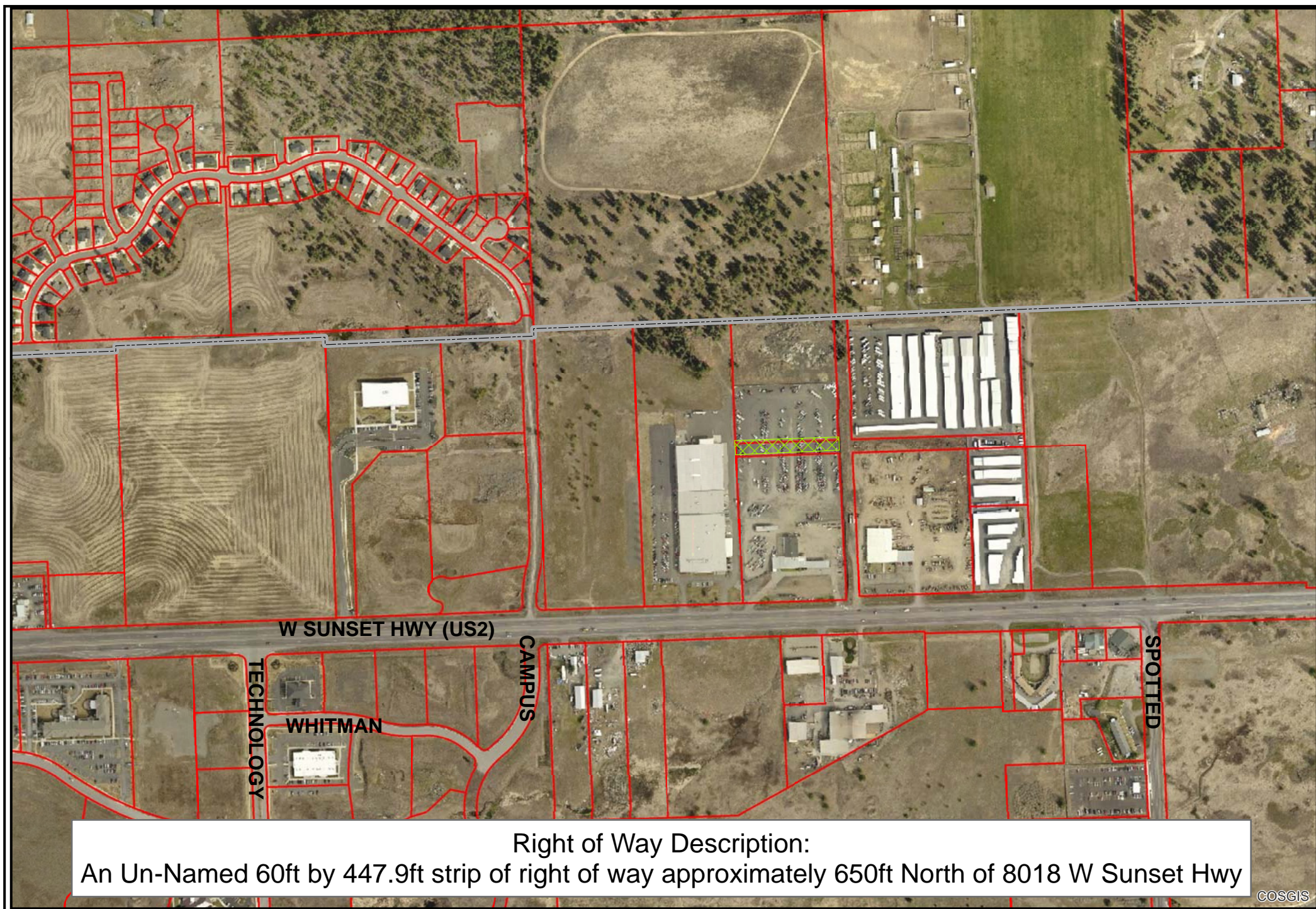
SPOKANE COUNTY – No comment received from the County Engineer.

RECOMMENDATION: That the petition be granted based on the intent of the applicant and recommendations from received comments and a vacating ordinance be prepared subject to the following conditions:

1. On-site runoff must be collected and treated on the site.
2. Granting the applicants a no-cost vacation provided that they deed the north 30 feet of the property north of the vacated right-of-way to the City.
3. That the final reading of the vacation be held in abeyance until all of the above conditions are met, and that the above conditions are met by December 31, 2015.

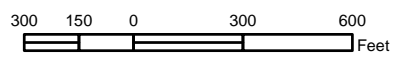


Eldon Brown, P.E.
Principal Engineer – Planning and Development



COSGIS

Disclaimer: This is not a legal document. The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc. Not suitable for design purposes.



AREA

DISTRIBUTION LIST
VACATION OF UN-NAMED PORTION OF RIGHT-OF-WAY, 60 FEET BY 447.97 FEET,
APPROXIMATELY 650 FEET NORTH OF 8018 WEST SUNSET HWY

POLICE DEPARTMENT
ATTN: LT REX OLSON

FIRE DEPARTMENT
ATTN: LISA JONES

CURRENT PLANNING
ATTN: TAMI PALMQUIST

WATER DEPARTMENT
ATTN: DIRECTOR DAN KEGLEY

WATER DEPARTMENT
ATTN: JIM SAKAMOTO

WATER DEPARTMENT
ATTN: SUPERINTENDENT LYNN SHUPE

WATER DEPARTMENT
ATTN: CHRIS PETERSCHMIDT

STREETS
ATTN: MARK SERBOUSEK

STREETS
TRAFFIC PLANNING
ATTN: GERALD OKIHARA

STREET DEPARTMENT
ATTN: DAUN DOUGLASS

SIGNS AND MARKINGS
ATTN: MARCUS EVELAND

ELECTRONIC SERVICE CENTER
ATTN: VAL MELVIN

PLANNING & DEVELOPMENT
ATTN: ERIC JOHNSON

CONSTRUCTION MANAGEMENT
ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT
ATTN: KATHERINE MILLER

WASTEWATER MANAGEMENT
ATTN: BILL PEACOCK

STATE EXAMINER

PARKS & RECREATION DEPARTMENT
ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES
ATTN: JACKIE CARO

NEIGHBORHOOD SERVICES
ATTN: ROD MINARIK

BICYCLE ADVISORY BOARD
ATTN: LOUIS MEULER

COMCAST
DESIGN & CONSTRUCTION
1717 E BUCKEYE AVE
SPOKANE WA 99207

AVISTA UTILITIES
PO BOX 3727
SPOKANE WA 99220

CENTURY LINK
ATTN: KAREN STODDARD
904 N COLUMBUS ST
SPOKANE WA 99202

MORE NON-EXEMPT MATERIAL TRUST, JM
P O BOX 2127
SPOKANE WA 99210

MORE NON-EXEMPT TRUST, JM
7916 W SUNSET HWY
SPOKANE WA 99224

ABC MINI STORAGE
7726 W SUNSET HWY
SPOKANE WA 99224-9713

ABC MINI STORAGE
421 W RIVERSIDE STE 470
SPOKANE WA 99201

RA PEARSON CO
8120 W SUNSET HWY
SPOKANE WA 99224-9048