

**CITY COUNCIL MEETINGS  
RULES – PUBLIC DECORUM**

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

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**

**In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

**Rule 2.2      Open Forum**

2.2.4 The open forum is a limited public forum and all matters discussed shall relate to affairs of the City. No person may use the open forum to speak on such matters and in such a manner as to violate the laws governing the conduct of municipal affairs. No person shall be permitted to speak on matters related to the current or advance agendas, potential or pending hearing items, or ballot propositions for a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not make personal comment or verbal insults about any individual.

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

- 5.3.1 Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- 5.3.2 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 and provide his or her address as a condition of recognition. In order for a council member to be recognized by the Chair for the purpose of obtaining the floor, the council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- 5.3.3 Each person speaking at the public microphone shall verbally identify him(her)self by name and, if appropriate, representative capacity.
- 5.3.4 Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- 5.3.5 In order that evidence and expressions of opinion be included in the record and that — decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, such as demonstrations, banners, applause and the like will be permitted.
- 5.3.6 A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- 5.3.7 When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- 5.3.8 When any person, including members of the public, City staff and others are addressing the Council, council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order* shall extend to all speakers before the City Council. The council president pro-tem shall be charged with the task of assisting the council president to insure that all individuals desiring to speak, be they members of the public, staff or council members, shall be identified and provided the opportunity to speak.

# THE CITY OF SPOKANE



## CURRENT COUNCIL AGENDA

MEETING OF MONDAY, JUNE 1, 2015

### 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 June 1, 2015:

User Name: **COS Guest**

Password: **69UFhr6U**

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

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

### ADDRESSING THE COUNCIL

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

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

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

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [ccavanaugh@spokanecity.org](mailto: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. Letter to Spokane Transit Authority regarding PTBA cities pursuing revenue via a TBD or other local funding mechanisms.<br><b>Council Member Snyder</b>  | Approve        | CPR 2015-0030                |
| 2. Letter from City Council urging area Senators and Representatives to support Governor Inslee's proposed capital gains tax.<br><b>Council Member Snyder</b>   | Approve        | CPR 2015-0030                |
| 3. Lowest Bid of Peterson Electrical Inc., (Spokane WA) for Combined Communication Building Electrical Updates—\$62,201.06 (incl. tax). <b>Art Nichols</b>  | Approve        | OPR 2015-0430<br>BID 4138-15 |
| 4. Low Bids of:   | Approve<br>All |                              |
| a. Michels Corporation (Salem OR) for (Re-Bid) Cure in Place Pipe Sanitary Sewer Rehabilitation—\$1,415,594 (plus tax). An administrative reserve of \$141,559.40 plus tax, which is 10% of the contract price, will be set aside.<br><b>Dan Buller</b> |                | PRO 2015-0012<br>ENG 2014119 |
| b. Halme Construction, Inc. (Spokane, WA) for 43rd and Hatch CSO 20 Control Facility—\$3,774,527.60 (plus tax). An administrative reserve of \$377,452.76, which is 10% of the contract price, will be set aside.                                       |                | PRO 2015-0013<br>ENG 2013042 |



- c. Red Diamond Construction, Inc. (Spokane, WA) for Hartson Avenue from Altamont Street to Fiske Street—\$546,418.59 (plus tax). An administrative reserve of \$54,641.86, which is 10% of the contract price, will be set aside.  
**Dan Buller** PRO 2015-0014  
ENG 2014083
5. Cooperative Integrated Medical Services Staffing Agreement with Spokane Valley Fire Department for the provision of an Integrated Medical Services Program for a three-year term, with two possible one-year renewals—\$84,328 revenue per year.  
**Bobby Williams** Approve OPR 2015-0431
6. Agreements for automatic aid response systems to enhance services and efficiencies for fire suppression and emergency medical and rescue services with:
- a. Spokane County Fire District 8. OPR 2015-0432
  - b. Spokane County Fire District 9. OPR 2015-0433
  - c. Spokane Valley Fire Department. OPR 2015-0434
- Agreements shall renew year-to-year until terminated.  
**Bobby Williams**
7. Assignment of Wheelabrator Service Agreement with Brand Energy (Tacoma, WA) for Scaffolding Services for outages to the City —\$150,000 (incl. tax).  
**Chuck Conklin** Approve OPR 2014-0883
8. Authorization to apply for the Edward Byrne Memorial Justice Assistance Grant Program for FY2015. Total 2015 funds for SPD and Spokane County is \$147,013, with SPD's share being \$80,857.15.  
**Sarah Lynds** Approve OPR 2015-0435
9. Agreement with Spokane Public School District No. 81 (SPS) to modify the current limited commission granted by the Chief of Police to allow School Resource Officers employed by Spokane Public Schools to be armed and establishing mandatory training requirements and Spokane Police Department supervisory support—\$90,000 Revenue. The new commission is the "School Resource Officer Commission." **Sarah Lynds** Approve OPR 2015-0436
10. Contract extension No. 3 with AOT/PSC for the administration of the False Alarm Program from July 1, 2015 to June 30, 2016—estimated revenue \$285,000. **Sarah Lynds** Approve OPR 2011-0535

- |  |                                    |                              |
|--|------------------------------------|------------------------------|
| 11. Washington State Department of Toxic Cleanup Remedial Action Grant Agreement for East Sprague CSO Basin 33-2 Control Facility—\$300,000 revenue.<br><b>Marcia Davis</b>  | Approve                            | OPR 2015-0437<br>ENG 2011085 |
| 12. Multiple Family Housing Property Tax Exemption Agreement with Ten Talents, LLC for a 14 unit apartment building at 806 North Monroe Street.<br><b>Tami Palmquist</b>   | Approve                            | OPR 2015-0438                |
| 13. Interlocal agreement for Reciprocal Training with Vera Water and Power from June 1, 2015 through December 31, 2016. <b>Dan Kegley</b>  | Approve                            | OPR 2015-0439                |
| 14. Contract with Cameron-Reilly, LLC (Spokane Valley, WA) for Utility Cut Sidewalk Repair for the Wastewater, Water and other Departments for one year—\$60,000. <b>Dan Kegley</b>  | Approve                            | OPR 2015-0440<br>BID 4134-15 |
| 15. Contract Extension with GSI (Spokane, WA) to continue lobbying services through June 30, 2015 while RFP process is completed—\$18,000.<br><b>Julie Happy</b>   | Approve                            | OPR 2014-0295                |
| 16. Report of the Mayor of pending:  | Approve &<br>Authorize<br>Payments |                              |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through May 22, 2015, total \$14,881,861.46, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$14,588,136.82. |                                    | CPR 2015-0002                |
| b. Payroll claims of previously approved obligations through May 23, 2015: \$6,036,565.78.   |                                    | CPR 2015-0003                |
| 17. City Council Meeting Minutes: (a) May 11, 2015, (b) May 14, 2015 and (c) May 21, 2015.   | Approve<br>All                     | CPR 2015-0013                |

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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# **CITY COUNCIL SESSION**

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

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

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## **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

**WORDS OF INSPIRATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF COUNCIL**

**ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)

## **BOARDS AND COMMISSIONS APPOINTMENTS**

(Includes Announcements of Boards and Commissions Vacancies)

### **APPOINTMENTS**

### **RECOMMENDATION**

Human Rights Commission: One Appointment	Confirm	CPR 1991-0068
Community Housing and Human Services Board: One Appointment, One Reappointment	Confirm	CPR 2012-0033

## **CITY ADMINISTRATION REPORT**

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## **COUNCIL COMMITTEE REPORTS**

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

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## **OPEN FORUM**

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

# LEGISLATIVE AGENDA

## EMERGENCY BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35266 amending Ordinance No. C35185 passed the City Council November 24, 2014, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2015, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2015, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

**Request for motion to suspend Council Rules to add the following item (ORD C35266):**

ORD C35266      General Fund - Police  
FROM: IG Revenue, \$90,000,  
TO:      Various Accounts, same amount;

(This action allows School Resource Officers employed by the Spokane Public Schools to be armed, and establishes mandatory training requirements and SPD supervisory support) (Relates to OPR 2015-0436)

## NO EMERGENCY ORDINANCES

## RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2015-0056      Approving settlement of New Cingular Wireless PSC LLC v. City of Spokane, U.S. District Court, Eastern District of WA Cause No. 13-cv-275-TOR and then was consolidated with U.S. District Court, Western District of WA, Cause No. 13-md-02485-JCC—\$76,550.88.

**Salvatore Faggiano**

ORD C35258      Relating to indecent public exposure, public visibility, and disclosure standards for adult-oriented businesses; adopting a new section 10.06.050 to chapter 10.06 of the Spokane Municipal Code.

**Council Members Allen and Fagan**

## FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35263      (To be considered under Hearings Item H1.b.)

**FURTHER ACTION DEFERRED**

## NO SPECIAL CONSIDERATIONS

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### HEARINGS

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

#### RECOMMENDATION

- |     |  |                                     |            |
|-----|--|-------------------------------------|------------|
| H1. | a. Vacation of the west 17 feet of Wall Street from the north line of Main Avenue to the south line of the alley between Main Avenue and Spokane Falls Boulevard as requested by Centennial Properties, Inc. | Approve<br>Subject to<br>Conditions |            |
|     | <b>Eldon Brown</b>   |                                     |            |
|     | b. First Reading Ordinance C35263 vacating the west 17 feet of Wall Street from the north line of Main Avenue to the south line of the alley between Main Avenue and Spokane Falls Boulevard.                | Further<br>Action<br>Deferred       | ORD C35263 |

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### OPEN FORUM (CONTINUED)

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

### ADJOURNMENT

The June 1, 2015, Regular Legislative Session of the City Council is adjourned to June 8, 2015.

**NOTE:** The June 8, 2015, 3:30 p.m. Briefing will be held in City Council Chambers. The June 8, 2015, 6:00 p.m. Legislative Session will be a Town Hall Session held at the West Central community Center, 1603 North Belt Street.

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### NOTES

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

06/01/2015

Date Rec'd

5/20/2015

Clerk's File #

CPR 2015-0030

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

JON SNYDER 6254

Project #Contact E-Mail

JSNYDER@SPOKANECITY.ORG

Bid #Agenda Item Type

Report Item

Requisition #Agenda Item Name

0320 STA LETTER RE: SPOKANE CITY SERVICE

Agenda Wording

A letter to Spokane Transit Authority (STA) regarding PTBA Cities pursuing revenue via a TBD or other local funding mechanisms.

Summary (Background)

This letter requests Spokane Transit Authority to provide information regarding the City of Spokane pursuing revenue for STA service through a TBD or other local funding mechanisms. It asks that STA take into consideration certain assumptions when providing this information, as articulated in the letter.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOtherFinance

SALSTROM, JOHN

Distribution ListLegal

WHALEY, HUNT

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing

Susan Meyer, CEO  
Spokane Transit Authority

Ms. Meyer,

Thank you for the strong partnership between Spokane Transit and the City of Spokane. We appreciate your ongoing efforts to improve transit service to key activity centers in the region through the 10 Year Moving Forward Plan. At a recent STA Planning Committee meeting, the possibilities for future ballot measures were discussed, including the possibility of individual PTBA cities pursuing revenue through a Transportation Benefit District or other local funding mechanisms. The City of Spokane needs more information to evaluate this option. On behalf of the Spokane City Council, I request that you prepare a high level project and service plan for transit services for the City of Spokane should the Spokane voters approve a sales tax measure as a part of a Transportation Benefit District service expansion.

Please use these parameters when creating the plan:

- Start with City of Spokane projects and service improvements that were included in the 25 projects from the Moving Forward Plan considered on the April ballot measure, including the Central City Line
- Please only include lines where 80% of the road miles are inside the Spokane City limits
- Please assume a ten year sunset when making projections
- If necessary, include City of Spokane projects that were a part of the Moving Forward that may not have made the final cut of 25 projects
- Please create two versions of the plan: one for a possible two tenths of one percent increase and one for a possible one tenth of one percent increase

If possible, please provide this information no later than June 15<sup>th</sup> so the Council can review. Thank you.

Sincerely,

Ben Stuckart  
Spokane City Council President



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

06/01/2015

Date Rec'd

5/20/2015

Clerk's File #

CPR 2015-0030

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

JON SNYDER 6254

Project #Contact E-Mail

JSNYDER@SPOKANECITY.ORG

Bid #Agenda Item Type

Report Item

Requisition #Agenda Item Name

0320 LETTER IN SUPPORT OF STATE CAPITAL GAINS TAX

Agenda Wording

A letter from City Council urging area Senators and Representatives to support Governor Inslee' proposed capital gains tax.

Summary (Background)

This letter urges Senators and Representatives in districts within the City of Spokane to support Governor Inslee' proposal for a capital gains tax of 7% on earnings above \$25,000 for single filers and \$50,000 for joint filers as a way to generate new revenue to meet Constitutional funding obligations and to increase the fairness of Washington State' regressive tax system.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOtherFinance

SALSTROM, JOHN

Distribution ListLegal

WHALEY, HUNT

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing

## Draft Letter Re: Capital Gains

Senators/Representatives,

We are writing you today to urge you to support the adoption of a capital gains tax, as proposed by Governor Inslee, to help fund education, transportation and other state and local priorities for this legislative session and create a more progressive tax system than we currently have.

According to the Joint Task Force on Education Funding, at least \$1.4 billion is needed in the current biennium budget to meet the Constitutional obligations of fully funding our educational system. That number grows to \$4.5 by 2017-19. To make up for this shortfall, past budgets have resorted to cutting services, funding and agency budgets to the tune of over \$10 billion since 2009. This is not a sustainable or equitable solution to meeting our budgetary obligations.

Instituting a 7% capital gains tax on earnings above \$25,000 for single filers and \$50,000 for joint filers is projected to bring in \$798 million dollars in fiscal year 2017 alone, and would only impact 32,000 tax payers in the state according to the Office of Financial Management. This new revenue source would enable the legislature to more easily meet our current and future obligations. It would also add a level of fairness to our state's tax system that currently does not exist: The Institute on Taxation and Economic Policy ranked Washington State as having the most regressive tax system in the country. According to the study, people with the lowest incomes pay 16.9% of their income in taxes, while people with the highest incomes paid less than 2.8% in taxes.

We sincerely hope that you will join us in supporting a proposed capital gains tax. We believe it is more equitable and sustainable solution to this state's current budget problems.

Sincerely,

Spokane City Councilmembers

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

06/01/2015

<u>Date Rec'd</u>	5/20/2015
<u>Clerk's File #</u>	OPR 2015-0430
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	4138-15
<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	1640 COMBINED COMMUNICATION BUILDING ELECTRICAL UPDATES (REBID)

**Agenda Wording**

Accept lowest bid for Combined Communication Building Electrical Updates from Peterson Electrical Inc., Spokane Washington. Total cost will be \$62,201.06 including sales tax of \$4,978.38.

**Summary (Background)**

This electrical work is in conjunction with the dispatch console upgrades at fire and 911. This includes new Cat 6 cabling, and running 120V NON-UPS power to these consoles that do not need to be on UPS circuits which will aid in overall load on current out of date and almost out of capacity UPS. City will be reimbursed \$19,249.34 from 911 for their share of the costs.

**Fiscal Impact****Budget Account**

Expense	\$ 62,201.06	# 1640-35351-94000-56203-99999
Select	\$	#
Select	\$	#
Select	\$	#

**Approvals****Council Notifications**

<b><u>Dept Head</u></b>	DOBROW, RICK	<b><u>Study Session</u></b>	PUBLIC SAFETY 4-20-15
<b><u>Division Director</u></b>	DOBROW, RICK	<b><u>Other</u></b>	
<b><u>Finance</u></b>	SALSTROM, JOHN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	WHALEY, HUNT	anichols	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	korlob	
<b><u>Additional Approvals</u></b>		bwilliams	
<b><u>Purchasing</u></b>	PRINCE, THEA	tprince	
		mdoval	
		kripley	

**Combined Communications Building Electrical Updates – Re-Bid**

Bid #4138-15

	<b>B&amp;E Electric</b> 9012 E. Grace Avenue Spokane WA 99212	<b>Colvico Inc.</b> PO Box 2682 Spokane WA 99220	<b>Peterson Electric Inc.</b> 5622 N Myrtle St Spokane Wa 99217
<b>Fire Department Area (Section 2)</b>	<b>\$46,027.00</b>	<b>\$46,000.00</b>	<b>\$39,514.00</b>
<b>Sales Tax – 8.7%</b>	<b>\$4,004.35</b>	<b>\$ 4,002.00</b>	<b>\$ 3,437.72</b>
<b>SUB TOTAL</b>	<b>\$50,031.35</b>	<b>\$50,002.00</b>	<b>\$42,951.72</b>
<b>911 Areas (Section 3)</b>	<b>\$22,116.00</b>	<b>\$18,500.00</b>	<b>\$13,894.00</b>
<b>Sales Tax – 8.7%</b>	<b>\$,1924.09</b>	<b>\$ 1,609.50</b>	<b>\$ 1,208.78</b>
<b>SUB TOTAL</b>	<b>\$24,040.09</b>	<b>\$20,109.50</b>	<b>\$15,102.78</b>
<b>911 Areas (Section 4)</b>	<b>\$3,378.00</b>	<b>\$ 1,700.00</b>	<b>\$ 3,814.68</b>
<b>Sales Tax – 8.7%</b>	<b>\$ 293.89</b>	<b>\$ 147.90</b>	<b>\$ 331.88</b>
<b>SUB TOTAL</b>	<b>\$3,671.89</b>	<b>\$ 1,847.90</b>	<b>\$ 4,146.56</b>
<b>GRAND TOTAL BID</b>	<b>\$77,743.33</b>	<b>\$71,959.40</b>	<b>\$62,201.06</b>
<b>Bid Signed</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
<b>Bid Bond</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
<b>SUBCONTRACTORS</b>	<b>PowerCom</b> <b>Siemens Cabling</b> <b>\$22,360.00</b> <b>POWERI*006LH</b>	<b>PowerCom</b> <b>Data &amp; Comm</b> <b>\$22,360.00</b> <b>POWERI*006LH</b>	<b>Cochran Inc.</b> <b>Comm Sections 2, 3 &amp; 4</b> <b>\$16,820.00</b> <b>ECCOCHRI*088JS</b>

## BID PROPOSAL

To: Honorable Mayor  
Members of the City Council  
City of Spokane, Washington

**PROJECT:** COMBINED COMMUNICATIONS BUILDING ELECTRICAL UPDATES (RE-BID)

### BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

### BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

FIRE DEPARTMENT AREA (Section 2):	\$ <u>39,514.00</u>
SALES TAX: (8.7 %)	\$ <u>3,437.72</u>
SUB TOTAL:	\$ <u>42,951.72</u>
911 AREAS (Section 3):	\$ <u>13,894.00</u>
SALES TAX: (8.7 %)	\$ <u>1,208.78</u>
SUB TOTAL:	\$ <u>15,102.78</u>
911 AREAS (Section 4):	\$ <u>3,814.68</u>
SALES TAX: (8.7 %)	\$ <u>331.88</u>
SUB TOTAL:	\$ <u>4,146.56</u>
 TOTAL BID:	 \$ <u>62,201.06</u>

### ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1,2 and agrees that their requirements have been included in this bid proposal.

### CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work within THIRTY (30) working days after the project start date is given.

### LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of ONE HUNDRED DOLLARS (\$100.00) per working day until the work is satisfactorily completed.

**BIDDER RESPONSIBILITY.**

Washington State Contractor's Registration No. PETEREI044BC  
(must be in effect at time of bid submittal)

U.B.I. Number 601 678 452

Washington Employment Security Department Number 855 726 00 2

Washington Excise Tax Registration Number 601 678 452

City of Spokane Business License Number T12019499BUS  
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

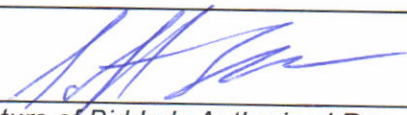
**BID SECURITY.**

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

**NON-COLLUSION.**

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: Peterson Electric, Inc.

  
\_\_\_\_\_  
*Signature of Bidder's Authorized Representative*

Project Manager / Estimator  
\_\_\_\_\_  
*Title*

5622 N. Myrtle St., Spokane, WA 99217  
\_\_\_\_\_  
*Address*

(509) 489-1950  
\_\_\_\_\_  
*Phone*



**IF INDIVIDUAL**

Signed and Sworn To (or Affirmed) Before Me On \_\_\_\_\_  
date

(Seal Or Stamp)

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_

**IF PARTNERSHIP**

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On \_\_\_\_\_  
date

(Seal Or Stamp)

\_\_\_\_\_  
Signature of Notary Public

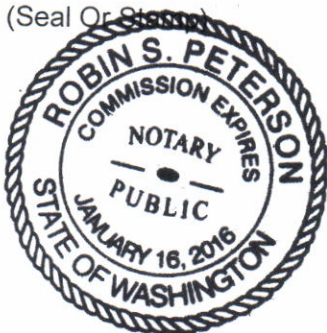
My appointment expires \_\_\_\_\_

**IF CORPORATION**

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On 5-18-15  
date

(Seal Or Stamp)



Robin S. Peterson  
Signature of Notary Public

My appointment expires 1-16-16



## SUBCONTRACTOR LIST

PROJECT NAME: COMBINED COMMUNICATIONS BUILDING ELECTRICAL UPDATES

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST (use additional pages if necessary):

CONTRACTOR/SUPPLIER Cochran Inc

TYPE OF WORK/BID ITEM Comm sections 2,3,4

AMOUNT \$16,820

CONTRACTOR'S REGISTRATION NO. EC COCHRI\*088JS

CONTRACTOR/SUPPLIER NA

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

CONTRACTOR/SUPPLIER NA

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

CONTRACTOR/SUPPLIER NA

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

\_\_\_\_\_ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

## MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, it may award subcontracts to or enter into supply agreements with the following firms as indicated *(use additional sheets if necessary)*:

NAME OF MBE/WBE* WA. STATE CERTIFICATION NO.	IDENTIFICATION & VALUE OF SUBCONTRACTS / SUPPLIES
---	--

<u>Cochran Inc WBE#2005118312</u>	<u>Comm Sec 2.3.4 \$2,029.10</u>

MINORITY BUSINESS SUBCONTRACTING GOAL	\$ <u>0.00</u>	MBE TOTAL	\$ <u>0.00</u>
WOMEN'S BUSINESS SUBCONTRACTING GOAL	\$ <u>2,029.10</u>	WBE TOTAL	\$ <u>2,029.10</u>
COMBINATION GOAL:	\$ <u>2,029.10</u>	MBE/WBE TOTAL	\$ <u>2,029.10</u>

\*Designate MBE or WBE

Mr./ Mrs./ Ms. Scott Lee has been designated as the liaison officer for the administration of the dollar value of contract work to be performed by MBE/WBE firms.

## BID DEPOSIT

Herewith find the bid deposit in the form of cash, cashier's check or certified check in the amount of \$ \_\_\_\_\_, which is equal to or more than five percent (5%) of the total bid.

Signature \_\_\_\_\_

Deposit returned on \_\_\_\_\_ by \_\_\_\_\_  
(Date) (Name)

## BID BOND

We, Peterson Electric, Inc. as Principal,  
and The Ohio Casualty Insurance Company as Surety,  
are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the COMBINED COMMUNICATIONS BUILDING ELECTRICAL UPDATES according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on May 18, 2015

Peterson Electric, Inc.

AS PRINCIPAL

By: \_\_\_\_\_  
Title: PM/Estimator

A valid POWER OF  
ATTORNEY must  
accompany this bond.

The Ohio Casualty Insurance Company  
AS SURETY

By: \_\_\_\_\_  
Attorney in Fact

Jaci Kruse



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6813397

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Gail A. Stevers; Jaci Kruse; Marla J. Davenport; Thomas V. A. Davis; William H. Davis

all of the city of SPOKANE, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of December, 2014.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 16th day of December, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of May, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary



DAVID A. CONDON  
MAYOR



CITY OF SPOKANE - PURCHASING  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3316  
(509) 625-6400  
FAX (509) 625-6413

May 8, 2015

## ADDENDUM NO. 1

### REQUEST FOR BIDS #4138-15 Combined Communications Building Electrical Upgrades (Re-Bid)

This Addendum 1 is being issued to provide the Pre-Bid Conference Sign-in Sheet and provide answers to questions received during the pre-bid conference and walk-thru held Thursday, May 7, 2015 at 9:00 am.

1. In the Scope of Work – Page 9 – 3.4 Re-Use Existing Data Communications Cables and Install 48 New Cat 6 Cables – the only point applicable to this bid is point #3.4.2. Points 3.4.1 and 3.4.3 do not apply to this bid.
2. There are two changes to the attached Amended Clarifications and Questions document and they are highlighted in blue.
3. The last day for questions will be Tuesday, May 12<sup>th</sup> and they must be received by 5:00 pm.

Thea Prince  
Purchasing

**PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.**

The undersigned acknowledges receipt of this Addendum.

Peterson Electric Inc \_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

DAVID A. CONDON  
MAYOR



CITY OF SPOKANE - PURCHASING  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3316  
(509) 625-6400  
FAX (509) 625-6413

May 12, 2015

## ADDENDUM NO. 2

### REQUEST FOR BIDS #4138-15 Combined Communications Building Electrical Upgrades (Re-Bid)

1. This addendum is being issued to provide you with an updated red-line drawing showing an additional 20 Amp branch circuit which will be needed for the Manual Failover rack.

---

Thea Prince  
Purchasing

---

**PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.**

The undersigned acknowledges receipt of this Addendum.

Peterson Electric Inc \_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

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

06/01/2015

<u>Date Rec'd</u>	5/19/2015
<u>Clerk's File #</u>	PRO 2015-0012
<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>	2014119
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	0370 - LOW BID AGENDA - MICHELS CORPORATION		

**Agenda Wording**

Low Bid of Michels Corporation (Salem Oregon) for (Re-Bid) Cure in Place Pipe (CIPP) Sanitary Sewer Rehabilitation - \$1,415,594.00 plus tax. An admin reserve of \$141,559.40 plus tax, which is 10% of the contract price plus tax, will be set aside.

**Summary (Background)**

On May 18, 2015 bids were opened for the above project. The low bid was from Michels Corporation in the amount of \$1,415,594.00, which is \$279,178.00 or 16.49% under the Engineer's Estimate; one other bid was received from Insituform Technologies, LLC in the amount of \$1,476,973.50.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 1,049,464.90	# 3200 94997 95300 56501 21004
Expense \$ 511,703.82	# 4250 43101 94000 56501 99999
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u><b>Dept Head</b></u>	TWOHIG, KYLE	<u><b>Study Session</b></u>	
<u><b>Division Director</b></u>	SIMMONS, SCOTT M.	<u><b>Other</b></u>	Public Works 5/11/15
<u><b>Finance</b></u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u><b>Legal</b></u>	WHALEY, HUNT	lhattenburg@spokanecity.org	
<u><b>For the Mayor</b></u>	SANDERS, THERESA	kbustos@spokanecity.org	
<u>Additional Approvals</u>		jsalstrom@spokanecity.org	
<u><b>Purchasing</b></u>		htrautman@spokanecity.org	
		jahensley@spokanecity.org	
		kgoodman@spokanecity.org	
		mhughes@spokanecity.org	



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

**Project Number:** 2014119

**Project Description** Cured In Place Pipe (CIPP) 2014 Sanitary Sewer Rehab

**Funding Source** Federal

**Preparer** Mike Morris

**Original Date** 10/1/2014 10:49:27 AM

**Update Date** 5/18/2015 3:07:04 PM

**Addendum**

<b>Project Number:</b> 2014119			<b>Engineer's Estimate</b>		Michels Corporation		Insituform Technologies Inc			
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01**

60" I-05 MLK Way Construction (REBID)

Public Street Improvement

101	MOBILIZATION	1 LS	*****	80,000.00	*****	73,329.00	*****	60,000.00	*****	0.00
102	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
103	SPCC PLAN	1 LS	*****	2,000.00	*****	1,263.00	*****	2,500.00	*****	0.00
104	CIPP INSTALLATION - 60" DIA, SEGMENT NO. 1	50 LF	2,300.00	115,000.00	2,160.00	108,000.00	2,352.00	117,600.00	0.00	0.00
105	CIPP INSTALLATION - 60" DIA, SEGMENT NO. 2	475 LF	965.00	458,375.00	704.00	334,400.00	964.00	457,900.00	0.00	0.00
106	CCTV INSPECTION - 60" DIA	525 LF	12.00	6,300.00	51.00	26,775.00	6.90	3,622.50	0.00	0.00
107	BYPASS PUMPING - 60" CIPP	1 LS	*****	500,000.00	*****	405,962.00	*****	336,500.00	*****	0.00
108	MANHOLE CHANNEL WORK	3 EA	500.00	1,500.00	1,443.00	4,329.00	350.00	1,050.00	0.00	0.00
<b>Schedule Totals</b>				1,163,176.00		954,059.00		979,173.50		0.00

<b>Project Number: 2014119</b>			<b>Engineer's Estimate</b>		Michels Corporation		Insituform Technologies Inc			
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

<b>Schedule Description</b>					<b>Tax Classification</b>					
<b>Schedule 02</b> 36" Erie St. Trunk Sewer (REBID)					Not Public Street Improvement					
201	MOBILIZATION	1 LS	*****	20,000.00	*****	32,678.00	*****	10,000.00	*****	0.00
202	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
203	SPCC PLAN	1 LS	*****	2,000.00	*****	1,170.00	*****	2,500.00	*****	0.00
204	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	10,000.00	*****	8,844.00	*****	7,500.00	*****	0.00
205	CIPP INSTALLATION - 36" DIA	1450 LF	185.00	268,250.00	177.00	256,650.00	178.00	258,100.00	0.00	0.00
206	CIPP INSTALLATION - 30" DIA SIPHON	51 LF	480.00	24,480.00	512.00	26,112.00	330.00	16,830.00	0.00	0.00
207	CCTV INSPECTION - 36" DIA	1450 LF	7.00	10,150.00	15.00	21,750.00	6.90	10,005.00	0.00	0.00
208	CCTV INSPECTION - 30" DIA SIPHON	51 LF	65.00	3,315.00	85.00	4,335.00	64.00	3,264.00	0.00	0.00
209	PROTRUDING TAP REMOVAL	2 EA	500.00	1,000.00	390.00	780.00	425.00	850.00	0.00	0.00
210	BYPASS PUMPING - 36" GRAVITY PIPE	1 LS	*****	160,000.00	*****	91,800.00	*****	149,650.00	*****	0.00
211	BYPASS PUMPING - 30" SIPHON	1 LS	*****	20,000.00	*****	6,779.00	*****	27,650.00	*****	0.00
212	REINSTATE SIDE SEWER CONNECTION - 36" PIPE	10 EA	580.00	5,800.00	628.00	6,280.00	375.00	3,750.00	0.00	0.00
213	MANHOLE CHANNEL WORK	22 EA	300.00	6,600.00	198.00	4,356.00	350.00	7,700.00	0.00	0.00
<b>Schedule Totals</b>				531,596.00		461,535.00		497,800.00		0.00

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	1,163,176.00	531,596.00	0.00	0.00	0.00	0.00	0.00	0.00	1,694,772.00
Michels Corporation	954,059.00	461,535.00	0.00	0.00	0.00	0.00	0.00	0.00	1,415,594.00
Insituform Technologie	979,173.50	497,800.00	0.00	0.00	0.00	0.00	0.00	0.00	1,476,973.50

Low Bid Contractor: Michels Corporation

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$954,059.00	\$1,163,176.00	17.98	% Under Estimate
Schedule 02	\$501,688.54	\$577,844.85	13.18	% Under Estimate
Bid Totals	\$1,455,747.54	\$1,741,020.85	16.39	% Under Estimate

**AUTHORIZATION FOR BUDGET TRANSFER  
(RCW 35.33.121)**

No. \_\_\_\_\_  
Date 5/20/2015

TO : Budget Control

You are hereby authorized to effect the following transfer of budget appropriations in:

Fund Name Integrated Capital Management

Dept. No. 4250

FROM					TO				
Prog	Func	Type	Type Title	Amount	Prog	Func	Type	Type Title	Amount
42300	94000	56501	Construction of Fixed Assets	515,000.00	43101	94000	56501	Construction of Fixed Assets	515,000.00

Reason for Transfer    Transfer of Funds for the Cure in Place Pipe Project.    Eng File 2014119

Requested By: Kevan Brooks  
(for) Department Head

Approved: \_\_\_\_\_  
Finance/Budget Approval

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

06/01/2015

<u>Date Rec'd</u>	5/19/2015
<u>Clerk's File #</u>	PRO 2015-0013
<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>	2013042
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	0370 - LOW BID AWARD - HALME CONSTRUCTION, INC.		

**Agenda Wording**

Low Bid of Halme Construction, Inc. (Spokane, WA) for 43rd and Hatch CSO 20 Control Facility - \$3,774,527.60 plus tax. An administrative reserve of \$377,452.76 plus tax, which is 10% of the contract price plus tax, will be set aside.

**Summary (Background)**

On May 18, 2015 bids were opened for the above project. The low bid was from Halme Construction, Inc. in the amount of \$3,774,527.60, which is \$483,384.85 or 11.37% under the Engineer's Estimate; three other bids were received as follows: Garco Construction, Inc. - \$4,090,914.00; Clearwater Construction Management - \$4,168,841.20 and MDM Construction, Inc., \$4,466,851.55.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 263,069.92	# 3404 49461 95300 56501 99999
Expense \$ 3,643,406.27	# 4250 43416 94000 56501 10020
Expense \$ 129,457.37	# 4250 42300 94000 56501 04100
Expense \$ 125,369.09	# 3200 95064 95300 56501 99999

<u>Approvals</u>	<u>Council Notifications</u>
<b><u>Dept Head</u></b>	<b><u>Study Session</u></b>
<b><u>Division Director</u></b>	<b><u>Other</u></b>
<b><u>Finance</u></b>	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	lhattenburg@spokanecity.org
<b><u>For the Mayor</u></b>	kbustos@spokanecity.org
<b><u>Additional Approvals</u></b>	jsalstrom@spokanecity.org
<b><u>Purchasing</u></b>	htrautman@spokanecity.org
	kgoodman@spokanecity.org

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

**Project Number:** 2013042

**Project Description** 43rd & Hatch CSO 20 Control Facility

**Original Date** 4/24/2015 3:10:12 PM

**Funding Source** State

**Update Date** 5/18/2015 3:17:49 PM

**Preparer** Duane Studer

**Addendum** 2

<b>Project Number: 2013042</b>			<b>Engineer's Estimate</b>		Halme Construction Inc		Garco Construction Inc		Clearwater Construction & Management	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

<b>Schedule Description</b>					<b>Tax Classification</b>					
<b>Schedule 01</b> (ADDENDUM 2) Rule 171					Public Street Improvement					
101	POST CONSTRUCTION SURVEYING	1 LS	*****	6,000.00	*****	4,365.00	*****	3,800.00	*****	4,500.00
102	RECORD DRAWINGS	1 LS	*****	6,000.00	*****	6,000.00	*****	6,000.00	*****	6,000.00
103	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
104	SPCC PLAN	1 LS	*****	900.00	*****	500.00	*****	500.00	*****	230.00
105	POTHOLING	8 EA	400.00	3,200.00	350.00	2,800.00	290.00	2,320.00	338.00	2,704.00
106	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	5,000.00	*****	720.00	*****	1,500.00	*****	2,800.00
107	REFERENCE AND REESTABLISH SURVEY MONUMENT	13 EA	500.00	6,500.00	400.00	5,200.00	375.00	4,875.00	408.00	5,304.00
108	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,250.00	*****	58.00	*****	2,000.00	*****	60.00
109	MOBILIZATION	1 LS	*****	250,000.00	*****	375,000.00	*****	405,000.00	*****	324,200.00
110	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	50,000.00	*****	27,000.00	*****	12,038.00	*****	11,600.00
111	SPECIAL SIGNS	195 SF	20.00	3,900.00	14.00	2,730.00	12.00	2,340.00	14.00	2,730.00
112	TYPE III BARRICADE	28 EA	75.00	2,100.00	46.00	1,288.00	40.00	1,120.00	46.00	1,288.00
113	CLEARING AND GRUBBING	1 LS	*****	18,000.00	*****	5,000.00	*****	3,500.00	*****	4,000.00
114	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	5,000.00	*****	1,725.00	*****	800.00	*****	900.00

<i>Project Number:</i> <b>2013042</b>			<i>Engineer's Estimate</i>		Halme Construction Inc		Garco Construction Inc		Clearwater Construction & Management	
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<i>Schedule 01</i> (ADDENDUM 2) Rule 171					Public Street Improvement					
115	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	11,000.00	*****	2,600.00	*****	2,500.00	*****	3,000.00
116	REMOVE EXISTING CURB	1776 LF	4.50	7,992.00	3.00	5,328.00	2.50	4,440.00	3.00	5,328.00
117	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	369 SY	8.00	2,952.00	4.00	1,476.00	25.00	9,225.00	30.00	11,070.00
118	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	36 EA	450.00	16,200.00	245.00	8,820.00	400.00	14,400.00	469.00	16,884.00
119	REMOVE CURB/GRATE INLET	1 EA	490.00	490.00	245.00	245.00	450.00	450.00	500.00	500.00
120	SAWCUTTING CURB	95 EA	30.00	2,850.00	35.00	3,325.00	20.00	1,900.00	23.00	2,185.00
121	SAWCUTTING RIGID PAVEMENT	490 LFI	1.00	490.00	1.15	563.50	2.00	980.00	2.00	980.00
122	SAWCUTTING FLEXIBLE PAVEMENT	14214 LFI	0.30	4,264.20	0.25	3,553.50	1.10	15,635.40	1.00	14,214.00
123	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	3 EA	500.00	1,500.00	245.00	735.00	450.00	1,350.00	533.00	1,599.00
124	ROADWAY EXCAVATION INCL. HAUL	2280 CY	18.00	41,040.00	14.75	33,630.00	18.00	41,040.00	21.00	47,880.00
125	REMOVE UNSUITABLE FOUNDATION MATERIAL	260 CY	19.00	4,940.00	14.50	3,770.00	35.00	9,100.00	41.00	10,660.00
126	REPLACE UNSUITABLE FOUNDATION MATERIAL	260 CY	27.00	7,020.00	11.00	2,860.00	24.00	6,240.00	28.00	7,280.00
127	COMMON BORROW INCL. HAUL	100 CY	40.00	4,000.00	19.10	1,910.00	18.00	1,800.00	21.00	2,100.00
128	BANK SHAPING AND GRADING -GARFIELD	3425 SY	8.00	27,400.00	0.82	2,808.50	1.35	4,623.75	2.00	6,850.00
129	GRAVEL BORROW INCL. HAUL	100 CY	45.00	4,500.00	19.10	1,910.00	20.00	2,000.00	23.00	2,300.00
130	PREPARATION OF UNTREATED ROADWAY	11990 SY	2.00	23,980.00	0.81	9,711.90	1.20	14,388.00	1.00	11,990.00
131	STRUCTURE EXCAVATION CLASS A INCL. HAUL	1 LS	*****	200,100.00	*****	85,000.00	*****	137,829.14	*****	130,000.00
132	SHORING OR EXTRA EXCAVATION CL. A	1 LS	*****	150,000.00	*****	180,000.00	*****	250,000.00	*****	176,400.00
133	STRUCTURAL SHORING - FOR BUILDING/FOUNDATIONS	360 SF	50.00	18,000.00	55.25	19,890.00	28.00	10,080.00	33.00	11,880.00



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<i>Schedule 01</i> (ADDENDUM 2) Rule 171					Public Street Improvement					
134	CONTROLLED DENSITY FILL	40 CY	175.00	7,000.00	141.00	5,640.00	150.00	6,000.00	140.00	5,600.00
135	GRAVEL BACKFILL FOR WALLS INCL. HAUL	150 CY	42.00	6,300.00	49.00	7,350.00	19.25	2,887.50	23.00	3,450.00
136	CRUSHED SURFACING TOP COURSE	760 CY	40.00	30,400.00	41.00	31,160.00	49.24	37,422.40	53.00	40,280.00
137	CRUSHED SURFACING BASE COURSE	1000 CY	35.00	35,000.00	40.00	40,000.00	44.00	44,000.00	53.00	53,000.00
138	CSTC FOR SIDEWALK AND DRIVEWAYS	69 CY	45.00	3,105.00	54.00	3,726.00	30.00	2,070.00	35.00	2,415.00
139	HMA CL. 1/2 IN. PG 70-28, 6 INCH THICK	4040 SY	29.00	117,160.00	28.00	113,120.00	27.60	111,504.00	32.00	129,280.00
140	HMA CL 1/2 IN. PG 64-28, 4 INCH THICK	1655 SY	21.00	34,755.00	18.00	29,790.00	17.60	29,128.00	21.00	34,755.00
141	HMA CL 1/2 IN. PG 64-28, 3 INCH THICK	890 SY	20.00	17,800.00	15.20	13,528.00	15.20	13,528.00	18.00	16,020.00
142	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	5405 SY	25.00	135,125.00	28.30	152,961.50	28.30	152,961.50	33.00	178,365.00
143	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	80 SY	35.00	2,800.00	36.00	2,880.00	36.00	2,880.00	43.00	3,440.00
144	SOIL RESIDUAL HERBICIDE	11990 SY	0.50	5,995.00	0.15	1,798.50	0.15	1,798.50	0.18	2,158.20
145	PAVEMENT REPAIR EXCAVATION INCL. HAUL	4700 SY	18.00	84,600.00	19.50	91,650.00	15.85	74,495.00	19.00	89,300.00
146	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
147	COMPACTION PRICE ADJUSTMENT	1 CAL	3,395.00	3,395.00	3,395.00	3,395.00	3,395.00	3,395.00	3,395.00	3,395.00
148	CONCRETE STRUCTURE - CAST IN-PLACE CSO TANK	1 LS	*****	615,000.00	*****	700,000.00	*****	725,000.00	*****	660,200.00
149	PRECAST CONCRETE VENTILATION STRUCTURE	2 EA	9,600.00	19,200.00	18,000.00	36,000.00	9,383.44	18,766.88	56,600.00	113,200.00
150	CEMENT CONCRETE CURB WALL	50 LF	38.50	1,925.00	47.00	2,350.00	35.00	1,750.00	42.00	2,100.00
151	CONCRETE PIPE ANCHOR	2 EA	1,800.00	3,600.00	500.00	1,000.00	1,000.00	2,000.00	1,150.00	2,300.00
152	WATERPROOFING_	215 SY	110.00	23,650.00	80.00	17,200.00	53.02	11,399.30	62.00	13,330.00

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153	DUCTILE IRON STORM SEWER PIPE 8 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	210 LF	60.00	12,600.00	52.00	10,920.00	62.30	13,083.00	73.00	15,330.00
154	STORM SEWER PIPE 10 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	65 LF	40.00	2,600.00	60.00	3,900.00	69.75	4,533.75	82.00	5,330.00
155	DUCTILE IRON STORM SEWER PIPE 12 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	34 LF	90.00	3,060.00	66.00	2,244.00	152.00	5,168.00	179.00	6,086.00
156	STORM SEWER PIPE 15 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	570 LF	60.00	34,200.00	45.00	25,650.00	67.40	38,418.00	79.00	45,030.00
157	MANHOLE TYPE 1-48 (SHALLOW), BASIC PRICE	5 EA	3,200.00	16,000.00	2,970.00	14,850.00	1,950.00	9,750.00	2,280.00	11,400.00
158	MANHOLE TYPE I-48 (DEEP), BASIC PRICE	4 EA	4,000.00	16,000.00	3,900.00	15,600.00	2,700.00	10,800.00	3,175.00	12,700.00
159	MANHOLE TYPE II-60, BASIC PRICE	5 EA	5,000.00	25,000.00	7,100.00	35,500.00	5,650.00	28,250.00	6,620.00	33,100.00
160	MANHOLE TYPE II-96, BASIC PRICE	3 EA	12,500.00	37,500.00	10,800.00	32,400.00	12,100.00	36,300.00	14,200.00	42,600.00
161	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE I	7 VF	170.00	1,190.00	67.00	469.00	58.00	406.00	71.00	497.00
162	MANHOLE ADDITIONAL HEIGHT 60 IN. DIAM. TYPE II	29 VF	300.00	8,700.00	67.00	1,943.00	29.00	841.00	34.00	986.00
163	MANHOLE ADDITIONAL HEIGHT 96 IN. DIAM. TYPE II	26 VF	400.00	10,400.00	200.00	5,200.00	26.00	676.00	31.00	806.00
164	DRYWELL TYPE 1	7 EA	3,000.00	21,000.00	3,400.00	23,800.00	3,700.00	25,900.00	4,343.00	30,401.00
165	DRYWELL TYPE 2	30 EA	3,500.00	105,000.00	4,500.00	135,000.00	4,900.00	147,000.00	5,743.00	172,290.00
166	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	9 EA	250.00	2,250.00	150.00	1,350.00	200.00	1,800.00	233.00	2,097.00
167	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	14 EA	400.00	5,600.00	380.00	5,320.00	290.00	4,060.00	343.00	4,802.00
168	CATCH BASIN TYPE 1	21 EA	2,000.00	42,000.00	2,140.00	44,940.00	2,150.00	45,150.00	2,519.00	52,899.00

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169	CATCH BASIN TYPE 3	25 EA	2,300.00	57,500.00	2,200.00	55,000.00	2,100.00	52,500.00	2,460.00	61,500.00
170	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & DUAL VANED GRATE	1 EA	1,500.00	1,500.00	1,470.00	1,470.00	800.00	800.00	900.00	900.00
171	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME AND BI-DIRECTIONAL VANED GRATE	1 EA	650.00	650.00	820.00	820.00	800.00	800.00	900.00	900.00
172	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	5 EA	570.00	2,850.00	480.00	2,400.00	380.00	1,900.00	440.00	2,200.00
173	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	15 EA	600.00	9,000.00	550.00	8,250.00	320.00	4,800.00	373.00	5,595.00
174	VALVE BOX AND COVER	2 EA	300.00	600.00	575.00	1,150.00	115.00	230.00	150.00	300.00
175	CONNECT 6-12 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	300.00	300.00	750.00	750.00	930.00	930.00	1,100.00	1,100.00
176	CONNECT 6-12 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	11 EA	300.00	3,300.00	950.00	10,450.00	250.00	2,750.00	291.00	3,201.00
177	CONNECT 15 TO 24 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	11 EA	400.00	4,400.00	1,050.00	11,550.00	640.00	7,040.00	755.00	8,305.00
178	CONNECT 30 TO 36 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	2 EA	600.00	1,200.00	1,500.00	3,000.00	1,740.00	3,480.00	2,050.00	4,100.00
179	RECONSTRUCT MANHOLE INVERT	2 EA	800.00	1,600.00	1,300.00	2,600.00	700.00	1,400.00	800.00	1,600.00
180	ABANDON EXISTING CSO REGULATOR	1 LS	*****	20,000.00	*****	2,850.00	*****	3,800.00	*****	4,500.00
181	MANHOLE TEST	12 EA	550.00	6,600.00	560.00	6,720.00	185.00	2,220.00	217.00	2,604.00
182	CLEANING EXISTING DRAINAGE STRUCTURE	29 EA	300.00	8,700.00	94.00	2,726.00	175.00	5,075.00	203.00	5,887.00
183	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	200 CY	16.00	3,200.00	14.50	2,900.00	18.00	3,600.00	21.00	4,200.00
184	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	200 CY	24.00	4,800.00	11.00	2,200.00	18.00	3,600.00	21.00	4,200.00
185	IMPORTED BACKFILL	80 CY	16.50	1,320.00	21.00	1,680.00	30.00	2,400.00	35.00	2,800.00

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186	TRENCH SAFETY SYSTEM	1 LS	*****	6,000.00	*****	8,000.00	*****	21,000.00	*****	24,600.00
187	RECONNECT SIDE SEWER	6 EA	500.00	3,000.00	470.00	2,820.00	1,275.00	7,650.00	1,500.00	9,000.00
188	RECONNECT SIDE SEWER, DUCTILE IRON	1 EA	1,000.00	1,000.00	880.00	880.00	950.00	950.00	1,100.00	1,100.00
189	SIDE SEWER CLEANING AND VIDEO INSPECTION	7 EA	400.00	2,800.00	810.00	5,670.00	350.00	2,450.00	414.00	2,898.00
190	CATCH BASIN SEWER PIPE 8 IN. DIAM.	50 LF	35.00	1,750.00	35.00	1,750.00	62.00	3,100.00	72.00	3,600.00
191	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	1480 LF	45.00	66,600.00	38.00	56,240.00	50.00	74,000.00	59.00	87,320.00
192	OUTLET TRAP	3 EA	200.00	600.00	300.00	900.00	230.00	690.00	267.00	801.00
193	PLUGGING EXISTING PIPE	30 EA	500.00	15,000.00	435.00	13,050.00	250.00	7,500.00	293.00	8,790.00
194	REMOVAL OF EXISTING SEWER PIPE 8 TO 15 IN. DIAM.	1380 LF	10.00	13,800.00	5.00	6,900.00	3.00	4,140.00	4.00	5,520.00
195	REMOVAL OF EXISTING SEWER PIPE 18 IN TO 36 IN. DIAM.	450 LF	30.00	13,500.00	8.70	3,915.00	8.00	3,600.00	9.00	4,050.00
196	MAINTENANCE AND CONNECTION OF EXISTING SEWER FLOWS	1 LS	*****	38,000.00	*****	20,000.00	*****	25,000.00	*****	29,300.00
197	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	12,000.00	*****	2,000.00	*****	8,000.00	*****	9,400.00
198	ENCASE WATER/SEWER AT CROSSINGS	6 EA	950.00	5,700.00	800.00	4,800.00	900.00	5,400.00	1,050.00	6,300.00
199	CLEANING OF EXISTING SANITARY SEWERS	43 EA	400.00	17,200.00	350.00	15,050.00	180.00	7,740.00	212.00	9,116.00
200	TRENCH EXCAVATION FOR WATER SERVICE TAP	50 CY	13.00	650.00	43.00	2,150.00	50.00	2,500.00	58.00	2,900.00
201	CSO FACILITY WATER SUPPLY AND BACKFLOW PREVENTER ASSY	1 LS	*****	18,100.00	*****	26,000.00	*****	18,002.00	*****	21,100.00
202	WATER TAP APPLICATION FEE	6 EA	40.00	240.00	40.00	240.00	40.00	240.00	40.00	240.00
203	1 INCH DOMESTIC WATER TAP INSTALLATION FEE	1 EA	4,367.00	4,367.00	4,367.00	4,367.00	4,367.00	4,367.00	4,367.00	4,367.00

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<i>Schedule 01</i> (ADDENDUM 2) Rule 171					Public Street Improvement					
204	1 INCH IRRIGATION WATER TAP INSTALLATION FEE	1 EA	4,817.00	4,817.00	4,817.00	4,817.00	4,817.00	4,817.00	4,817.00	4,817.00
205	2 INCH DOMESTIC WATER TAP INSTALLATION FEE	1 EA	6,800.00	6,800.00	6,800.00	6,800.00	6,800.00	6,800.00	6,800.00	6,800.00
206	1 INCH DOMESTIC WATER SERVICE	300 LF	24.00	7,200.00	17.90	5,370.00	22.75	6,825.00	27.00	8,100.00
207	2 INCH DOMESTIC WATER SERVICE	600 LF	8.00	4,800.00	10.50	6,300.00	17.00	10,200.00	31.00	18,600.00
208	SANITARY SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	50 LF	60.00	3,000.00	34.00	1,700.00	41.00	2,050.00	48.00	2,400.00
209	SANITARY SEWER PIPE 10 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	15 LF	70.00	1,050.00	65.00	975.00	55.00	825.00	67.00	1,005.00
210	SANITARY SEWER PIPE 15 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	40 LF	125.00	5,000.00	92.00	3,680.00	64.00	2,560.00	75.00	3,000.00
211	SANITARY SEWER PIPE 36 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	830 LF	250.00	207,500.00	165.00	136,950.00	187.00	155,210.00	219.00	181,770.00
212	SIDE SEWER PIPE 4-6 IN. DIAM.	60 LF	30.00	1,800.00	36.00	2,160.00	67.50	4,050.00	78.00	4,680.00
213	SIDE SEWER PIPE 4-6 IN. DIAM., DUCTILE IRON	50 LF	50.00	2,500.00	55.00	2,750.00	100.00	5,000.00	117.00	5,850.00
214	SIDE SEWER PERMIT	7 EA	400.00	2,800.00	40.00	280.00	100.00	700.00	114.00	798.00
215	SEWER CLEANOUT	4 EA	350.00	1,400.00	650.00	2,600.00	350.00	1,400.00	400.00	1,600.00
216	FLOW CONTROL DEVICES & CONTROLS	1 LS	*****	143,000.00	*****	141,000.00	*****	150,000.00	*****	158,100.00
217	DETENTION TANK APPURTENANCES	1 LS	*****	160,000.00	*****	131,000.00	*****	150,000.00	*****	171,900.00
218	ESC LEAD	1 LS	*****	4,500.00	*****	500.00	*****	500.00	*****	500.00
219	INLET PROTECTION	12 EA	90.00	1,080.00	58.00	696.00	50.00	600.00	58.00	696.00
220	STABILIZED CONSTRUCTION ENTRANCE	267 SY	20.00	5,340.00	12.00	3,204.00	15.00	4,005.00	18.00	4,806.00

<i>Project Number:</i> <b>2013042</b>			<i>Engineer's Estimate</i>		Halme Construction Inc		Garco Construction Inc		Clearwater Construction & Management	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> (ADDENDUM 2) Rule 171					Public Street Improvement					
221	SILT FENCE	500 LF	7.00	3,500.00	3.50	1,750.00	2.25	1,125.00	3.00	1,500.00
222	STREET CLEANING	40 HR	140.00	5,600.00	200.00	8,000.00	150.00	6,000.00	160.00	6,400.00
223	TOPSOIL TYPE A, 4 INCH THICK	4099 SY	14.00	57,386.00	5.60	22,954.40	4.86	19,921.14	4.00	16,396.00
224	SHRUBS AND LANDSCAPE FOR VACATED GRAND BLVD.	1 LS	*****	13,100.00	*****	11,300.00	*****	13,350.00	*****	9,100.00
225	FERTILIZER	500 LB	3.00	1,500.00	2.30	1,150.00	2.00	1,000.00	9.00	4,500.00
226	HYDROSEEDING	2875 SY	3.00	8,625.00	1.00	2,875.00	0.82	2,357.50	1.00	2,875.00
227	SOD INSTALLATION	1224 SY	14.00	17,136.00	7.70	9,424.80	6.70	8,200.80	8.00	9,792.00
228	IRRIGATION SYSTEM - PLANTING STRIP	1 LS	*****	2,500.00	*****	2,870.00	*****	2,500.00	*****	1,200.00
229	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	8,100.00	*****	8,400.00	*****	7,325.00	*****	2,100.00
230	CEMENT CONCRETE CURB	1492 LF	15.00	22,380.00	17.15	25,587.80	9.00	13,428.00	11.00	16,412.00
231	CEMENT CONC. CURB AND GUTTER	157 LF	20.00	3,140.00	24.00	3,768.00	15.00	2,355.00	18.00	2,826.00
232	CEMENT CONCRETE DRIVEWAY	243 SY	43.00	10,449.00	39.00	9,477.00	31.50	7,654.50	37.00	8,991.00
233	CEMENT CONCRETE DRIVEWAY TRANSITION	62 SY	40.00	2,480.00	34.00	2,108.00	27.00	1,674.00	32.00	1,984.00
234	MODIFY FENCING, STA —	100 LF	25.00	2,500.00	68.00	6,800.00	75.00	7,500.00	88.00	8,800.00
235	FENCING, 43RD AND GARFIELD	1 LS	*****	12,138.00	*****	9,875.00	*****	10,300.00	*****	12,100.00
236	TEMPORARY CHAIN LINK FENCE	1600 LF	10.00	16,000.00	10.00	16,000.00	2.50	4,000.00	3.00	4,800.00
237	MONUMENT FRAME AND COVER	3 EA	450.00	1,350.00	325.00	975.00	750.00	2,250.00	600.00	1,800.00
238	CEMENT CONC. SIDEWALK	532 SY	38.00	20,216.00	34.00	18,088.00	27.00	14,364.00	32.00	17,024.00
239	RAMP DETECTABLE WARNING	114 SF	22.50	2,565.00	22.00	2,508.00	19.00	2,166.00	22.00	2,508.00

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<i>Schedule 01</i> (ADDENDUM 2) Rule 171					Public Street Improvement					
240	SEGMENTAL CONCRETE PAVER	70 SY	81.00	5,670.00	152.00	10,640.00	130.00	9,100.00	106.00	7,420.00
241	2FT - 4FT BASALT BOULDER	20 EA	150.00	3,000.00	92.00	1,840.00	90.00	1,800.00	90.00	1,800.00
242	SIGNING, PERMANENT	1 LS	*****	13,000.00	*****	13,000.00	*****	11,285.00	*****	13,200.00
243	REMOVAL OF EXISTING PAVEMENT MARKINGS	7 SF	4.50	31.50	53.00	371.00	46.00	322.00	57.00	399.00
244	PAVEMENT MARKING - DURABLE HEAT APPLIED	730 SF	10.00	7,300.00	10.30	7,519.00	9.01	6,577.30	11.00	8,030.00
245	PAVEMENT MARKING - DURABLE INLAY TAPE	585 SF	10.00	5,850.00	11.00	6,435.00	11.96	6,996.60	13.00	7,605.00
246	PAVEMENT MARKING - PAINT	240 SF	3.50	840.00	2.00	480.00	1.70	408.00	2.00	480.00
247	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	12 EA	250.00	3,000.00	188.00	2,256.00	163.92	1,967.04	192.00	2,304.00
248	REINFORCED DOWELED CURB	260 LF	30.00	7,800.00	9.30	2,418.00	7.00	1,820.00	8.00	2,080.00
249	TRAFFIC ISLAND ROCKS	150 SF	40.00	6,000.00	92.00	13,800.00	8.00	1,200.00	7.00	1,050.00
250	TRAFFIC ISLAND CONCRETE	24 SY	55.00	1,320.00	18.30	439.20	55.00	1,320.00	63.00	1,512.00
251	MECHANICAL SYSTEMS - CSO FACILITY	1 LS	*****	344,100.00	*****	140,000.00	*****	250,000.00	*****	105,000.00
252	ELECTRICAL SYSTEMS - CSO FACILITY	1 LS	*****	248,000.00	*****	160,000.00	*****	161,000.00	*****	189,900.00
<i>Schedule Totals</i>				4,145,468.70		3,678,296.60		3,967,359.00		4,009,962.20

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> (ADDENDUM 2) Rule 170					Not Public Street Improvement					
301	POTHOLING	2 EA	300.00	600.00	350.00	700.00	450.00	900.00	550.00	1,100.00
302	REMOVE EXISTING CURB	110 LF	5.50	605.00	3.00	330.00	5.00	550.00	5.00	550.00
303	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	3 SY	11.25	33.75	4.00	12.00	190.00	570.00	233.00	699.00
304	SAWCUTTING CURB	2 EA	30.00	60.00	35.00	70.00	150.00	300.00	200.00	400.00
305	SAWCUTTING RIGID PAVEMENT	20 LFI	1.00	20.00	1.15	23.00	18.00	360.00	20.00	400.00
306	MONUMENT FRAME AND COVER	1 EA	450.00	450.00	325.00	325.00	400.00	400.00	500.00	500.00
307	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	3,000.00	*****	2,200.00	*****	800.00	*****	900.00
308	DI PIPE FOR WATER MAIN 6 IN. DIAM.	335 LF	45.00	15,075.00	57.00	19,095.00	56.50	18,927.50	66.00	22,110.00
309	DI PIPE FOR WATER MAIN 8 IN. DIAM.	890 LF	50.00	44,500.00	40.50	36,045.00	56.20	50,018.00	66.00	58,740.00
310	TRENCH SAFETY SYSTEM	LS	*****		*****		*****		*****	
311	IMPORTED OR SCREENED NATIVE BEDDING	1225 LF	8.00	9,800.00	6.50	7,962.50	10.00	12,250.00	12.00	14,700.00
312	REMOVAL OF EXISTING 6 IN. TO 12 IN. DIAM. WATER MAIN	1270 LF	5.00	6,350.00	4.00	5,080.00	12.00	15,240.00	14.00	17,780.00
313	CUT AND PLUG EXISTING 12 IN. DIAM. WATER MAIN	1 EA	300.00	300.00	500.00	500.00	1,300.00	1,300.00	15,200.00	15,200.00
314	GATE VALVE 6 IN.	5 EA	1,200.00	6,000.00	1,000.00	5,000.00	900.00	4,500.00	1,060.00	5,300.00
315	GATE VALVE 8 IN.	4 EA	1,500.00	6,000.00	1,400.00	5,600.00	1,300.00	5,200.00	1,525.00	6,100.00
316	HYDRANT ASSEMBLY	2 EA	4,500.00	9,000.00	3,925.00	7,850.00	3,500.00	7,000.00	4,100.00	8,200.00
317	RECONNECT EXISTING HYDRANT	1 EA	2,750.00	2,750.00	2,325.00	2,325.00	1,285.00	1,285.00	1,500.00	1,500.00
320	REMOVAL OF EXISTING HYDRANT	1 EA	750.00	750.00	580.00	580.00	1,300.00	1,300.00	1,500.00	1,500.00
321	CEMENT CONCRETE CURB	15 LF	20.00	300.00	12.40	186.00	9.00	135.00	13.00	195.00



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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> (ADDENDUM 2) Rule 170					Not Public Street Improvement					
322	GRAND BLVD. TRAFFIC ISLAND CURB	95 LF	30.00	2,850.00	20.50	1,947.50	16.00	1,520.00	19.00	1,805.00
<i>Schedule Totals</i>				108,443.75		95,831.00		122,555.50		157,679.00

<i>Project Number:</i> <b>2013042</b>			<i>Engineer's Estimate</i>		MDM Construction					
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<i>Schedule 01</i> (ADDENDUM 2) Rule 171					Public Street Improvement					
101	POST CONSTRUCTION SURVEYING	1 LS	*****	6,000.00	*****	6,910.00	*****	0.00	*****	0.00
102	RECORD DRAWINGS	1 LS	*****	6,000.00	*****	6,000.00	*****	0.00	*****	0.00
103	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00
104	SPCC PLAN	1 LS	*****	900.00	*****	750.00	*****	0.00	*****	0.00
105	POTHOLING	8 EA	400.00	3,200.00	300.00	2,400.00	0.00	0.00	0.00	0.00
106	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	5,000.00	*****	18,470.00	*****	0.00	*****	0.00
107	REFERENCE AND REESTABLISH SURVEY MONUMENT	13 EA	500.00	6,500.00	397.00	5,161.00	0.00	0.00	0.00	0.00
108	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,250.00	*****	2,120.00	*****	0.00	*****	0.00
109	MOBILIZATION	1 LS	*****	250,000.00	*****	340,000.00	*****	0.00	*****	0.00
110	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	50,000.00	*****	61,490.00	*****	0.00	*****	0.00
111	SPECIAL SIGNS	195 SF	20.00	3,900.00	9.50	1,852.50	0.00	0.00	0.00	0.00
112	TYPE III BARRICADE	28 EA	75.00	2,100.00	37.00	1,036.00	0.00	0.00	0.00	0.00
113	CLEARING AND GRUBBING	1 LS	*****	18,000.00	*****	2,500.00	*****	0.00	*****	0.00
114	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	5,000.00	*****	848.00	*****	0.00	*****	0.00
115	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	11,000.00	*****	5,500.00	*****	0.00	*****	0.00
116	REMOVE EXISTING CURB	1776 LF	4.50	7,992.00	1.60	2,841.60	0.00	0.00	0.00	0.00
117	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	369 SY	8.00	2,952.00	3.90	1,439.10	0.00	0.00	0.00	0.00
118	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	36 EA	450.00	16,200.00	105.00	3,780.00	0.00	0.00	0.00	0.00
119	REMOVE CURB/GRATE INLET	1 EA	490.00	490.00	105.00	105.00	0.00	0.00	0.00	0.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> (ADDENDUM 2) Rule 171					Public Street Improvement					
120	SAWCUTTING CURB	95 EA	30.00	2,850.00	21.00	1,995.00	0.00	0.00	0.00	0.00
121	SAWCUTTING RIGID PAVEMENT	490 LFI	1.00	490.00	0.95	465.50	0.00	0.00	0.00	0.00
122	SAWCUTTING FLEXIBLE PAVEMENT	14214 LFI	0.30	4,264.20	0.30	4,264.20	0.00	0.00	0.00	0.00
123	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	3 EA	500.00	1,500.00	187.00	561.00	0.00	0.00	0.00	0.00
124	ROADWAY EXCAVATION INCL. HAUL	2280 CY	18.00	41,040.00	16.50	37,620.00	0.00	0.00	0.00	0.00
125	REMOVE UNSUITABLE FOUNDATION MATERIAL	260 CY	19.00	4,940.00	21.00	5,460.00	0.00	0.00	0.00	0.00
126	REPLACE UNSUITABLE FOUNDATION MATERIAL	260 CY	27.00	7,020.00	12.50	3,250.00	0.00	0.00	0.00	0.00
127	COMMON BORROW INCL. HAUL	100 CY	40.00	4,000.00	8.90	890.00	0.00	0.00	0.00	0.00
128	BANK SHAPING AND GRADING -GARFIELD	3425 SY	8.00	27,400.00	1.10	3,767.50	0.00	0.00	0.00	0.00
129	GRAVEL BORROW INCL. HAUL	100 CY	45.00	4,500.00	30.00	3,000.00	0.00	0.00	0.00	0.00
130	PREPARATION OF UNTREATED ROADWAY	11990 SY	2.00	23,980.00	1.30	15,587.00	0.00	0.00	0.00	0.00
131	STRUCTURE EXCAVATION CLASS A INCL. HAUL	1 LS	*****	200,100.00	*****	159,450.00	*****	0.00	*****	0.00
132	SHORING OR EXTRA EXCAVATION CL. A	1 LS	*****	150,000.00	*****	214,200.00	*****	0.00	*****	0.00
133	STRUCTURAL SHORING - FOR BUILDING/FOUNDATIONS	360 SF	50.00	18,000.00	2.00	720.00	0.00	0.00	0.00	0.00
134	CONTROLLED DENSITY FILL	40 CY	175.00	7,000.00	92.00	3,680.00	0.00	0.00	0.00	0.00
135	GRAVEL BACKFILL FOR WALLS INCL. HAUL	150 CY	42.00	6,300.00	32.00	4,800.00	0.00	0.00	0.00	0.00
136	CRUSHED SURFACING TOP COURSE	760 CY	40.00	30,400.00	42.00	31,920.00	0.00	0.00	0.00	0.00
137	CRUSHED SURFACING BASE COURSE	1000 CY	35.00	35,000.00	42.00	42,000.00	0.00	0.00	0.00	0.00
138	CSTC FOR SIDEWALK AND DRIVEWAYS	69 CY	45.00	3,105.00	25.50	1,759.50	0.00	0.00	0.00	0.00

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<i>Schedule 01</i> (ADDENDUM 2) Rule 171					Public Street Improvement					
139	HMA CL. 1/2 IN. PG 70-28, 6 INCH THICK	4040 SY	29.00	117,160.00	28.90	116,756.00	0.00	0.00	0.00	0.00
140	HMA CL 1/2 IN. PG 64-28, 4 INCH THICK	1655 SY	21.00	34,755.00	18.50	30,617.50	0.00	0.00	0.00	0.00
141	HMA CL 1/2 IN. PG 64-28, 3 INCH THICK	890 SY	20.00	17,800.00	16.00	14,240.00	0.00	0.00	0.00	0.00
142	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	5405 SY	25.00	135,125.00	29.70	160,528.50	0.00	0.00	0.00	0.00
143	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	80 SY	35.00	2,800.00	37.35	2,988.00	0.00	0.00	0.00	0.00
144	SOIL RESIDUAL HERBICIDE	11990 SY	0.50	5,995.00	0.20	2,398.00	0.00	0.00	0.00	0.00
145	PAVEMENT REPAIR EXCAVATION INCL. HAUL	4700 SY	18.00	84,600.00	15.50	72,850.00	0.00	0.00	0.00	0.00
146	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	0.00	0.00	0.00	0.00
147	COMPACTION PRICE ADJUSTMENT	1 CAL	3,395.00	3,395.00	3,395.00	3,395.00	0.00	0.00	0.00	0.00
148	CONCRETE STRUCTURE - CAST IN-PLACE CSO TANK	1 LS	*****	615,000.00	*****	1,180,000.00	*****	0.00	*****	0.00
149	PRECAST CONCRETE VENTILATION STRUCTURE	2 EA	9,600.00	19,200.00	20,010.00	40,020.00	0.00	0.00	0.00	0.00
150	CEMENT CONCRETE CURB WALL	50 LF	38.50	1,925.00	36.50	1,825.00	0.00	0.00	0.00	0.00
151	CONCRETE PIPE ANCHOR	2 EA	1,800.00	3,600.00	308.00	616.00	0.00	0.00	0.00	0.00
152	WATERPROOFING_	215 SY	110.00	23,650.00	55.00	11,825.00	0.00	0.00	0.00	0.00
153	DUCTILE IRON STORM SEWER PIPE 8 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	210 LF	60.00	12,600.00	82.50	17,325.00	0.00	0.00	0.00	0.00
154	STORM SEWER PIPE 10 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	65 LF	40.00	2,600.00	43.50	2,827.50	0.00	0.00	0.00	0.00
155	DUCTILE IRON STORM SEWER PIPE 12 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	34 LF	90.00	3,060.00	67.50	2,295.00	0.00	0.00	0.00	0.00

<b>Project Number: 2013042</b>			<b>Engineer's Estimate</b>		MDM Construction					
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

<b>Schedule Description</b>					<b>Tax Classification</b>					
<b>Schedule 01</b> (ADDENDUM 2) Rule 171					Public Street Improvement					
156	STORM SEWER PIPE 15 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	570 LF	60.00	34,200.00	36.00	20,520.00	0.00	0.00	0.00	0.00
157	MANHOLE TYPE 1-48 (SHALLOW), BASIC PRICE	5 EA	3,200.00	16,000.00	1,755.00	8,775.00	0.00	0.00	0.00	0.00
158	MANHOLE TYPE I-48 (DEEP), BASIC PRICE	4 EA	4,000.00	16,000.00	2,340.00	9,360.00	0.00	0.00	0.00	0.00
159	MANHOLE TYPE II-60, BASIC PRICE	5 EA	5,000.00	25,000.00	4,480.00	22,400.00	0.00	0.00	0.00	0.00
160	MANHOLE TYPE II-96, BASIC PRICE	3 EA	12,500.00	37,500.00	9,460.00	28,380.00	0.00	0.00	0.00	0.00
161	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE I	7 VF	170.00	1,190.00	150.00	1,050.00	0.00	0.00	0.00	0.00
162	MANHOLE ADDITIONAL HEIGHT 60 IN. DIAM. TYPE II	29 VF	300.00	8,700.00	175.00	5,075.00	0.00	0.00	0.00	0.00
163	MANHOLE ADDITIONAL HEIGHT 96 IN. DIAM. TYPE II	26 VF	400.00	10,400.00	215.00	5,590.00	0.00	0.00	0.00	0.00
164	DRYWELL TYPE 1	7 EA	3,000.00	21,000.00	2,940.00	20,580.00	0.00	0.00	0.00	0.00
165	DRYWELL TYPE 2	30 EA	3,500.00	105,000.00	3,760.00	112,800.00	0.00	0.00	0.00	0.00
166	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	9 EA	250.00	2,250.00	180.00	1,620.00	0.00	0.00	0.00	0.00
167	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	14 EA	400.00	5,600.00	326.00	4,564.00	0.00	0.00	0.00	0.00
168	CATCH BASIN TYPE 1	21 EA	2,000.00	42,000.00	1,660.00	34,860.00	0.00	0.00	0.00	0.00
169	CATCH BASIN TYPE 3	25 EA	2,300.00	57,500.00	1,720.00	43,000.00	0.00	0.00	0.00	0.00
170	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & DUAL VANED GRATE	1 EA	1,500.00	1,500.00	1,355.00	1,355.00	0.00	0.00	0.00	0.00
171	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME AND BI-DIRECTIONAL VANED GRATE	1 EA	650.00	650.00	764.00	764.00	0.00	0.00	0.00	0.00

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<i>Schedule 01</i> (ADDENDUM 2) Rule 171					Public Street Improvement					
172	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	5 EA	570.00	2,850.00	617.00	3,085.00	0.00	0.00	0.00	0.00
173	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	15 EA	600.00	9,000.00	684.00	10,260.00	0.00	0.00	0.00	0.00
174	VALVE BOX AND COVER	2 EA	300.00	600.00	229.00	458.00	0.00	0.00	0.00	0.00
175	CONNECT 6-12 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	300.00	300.00	59.50	59.50	0.00	0.00	0.00	0.00
176	CONNECT 6-12 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	11 EA	300.00	3,300.00	116.00	1,276.00	0.00	0.00	0.00	0.00
177	CONNECT 15 TO 24 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	11 EA	400.00	4,400.00	219.00	2,409.00	0.00	0.00	0.00	0.00
178	CONNECT 30 TO 36 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	2 EA	600.00	1,200.00	1,675.00	3,350.00	0.00	0.00	0.00	0.00
179	RECONSTRUCT MANHOLE INVERT	2 EA	800.00	1,600.00	747.00	1,494.00	0.00	0.00	0.00	0.00
180	ABANDON EXISTING CSO REGULATOR	1 LS	*****	20,000.00	*****	4,895.00	*****	0.00	*****	0.00
181	MANHOLE TEST	12 EA	550.00	6,600.00	280.00	3,360.00	0.00	0.00	0.00	0.00
182	CLEANING EXISTING DRAINAGE STRUCTURE	29 EA	300.00	8,700.00	143.00	4,147.00	0.00	0.00	0.00	0.00
183	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	200 CY	16.00	3,200.00	21.00	4,200.00	0.00	0.00	0.00	0.00
184	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	200 CY	24.00	4,800.00	13.00	2,600.00	0.00	0.00	0.00	0.00
185	IMPORTED BACKFILL	80 CY	16.50	1,320.00	21.00	1,680.00	0.00	0.00	0.00	0.00
186	TRENCH SAFETY SYSTEM	1 LS	*****	6,000.00	*****	254.00	*****	0.00	*****	0.00
187	RECONNECT SIDE SEWER	6 EA	500.00	3,000.00	231.00	1,386.00	0.00	0.00	0.00	0.00
188	RECONNECT SIDE SEWER, DUCTILE IRON	1 EA	1,000.00	1,000.00	641.00	641.00	0.00	0.00	0.00	0.00
189	SIDE SEWER CLEANING AND VIDEO INSPECTION	7 EA	400.00	2,800.00	249.00	1,743.00	0.00	0.00	0.00	0.00

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<i>Schedule 01</i> (ADDENDUM 2) Rule 171					Public Street Improvement					
190	CATCH BASIN SEWER PIPE 8 IN. DIAM.	50 LF	35.00	1,750.00	37.50	1,875.00	0.00	0.00	0.00	0.00
191	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	1480 LF	45.00	66,600.00	71.50	105,820.00	0.00	0.00	0.00	0.00
192	OUTLET TRAP	3 EA	200.00	600.00	224.00	672.00	0.00	0.00	0.00	0.00
193	PLUGGING EXISTING PIPE	30 EA	500.00	15,000.00	49.00	1,470.00	0.00	0.00	0.00	0.00
194	REMOVAL OF EXISTING SEWER PIPE 8 TO 15 IN. DIAM.	1380 LF	10.00	13,800.00	3.80	5,244.00	0.00	0.00	0.00	0.00
195	REMOVAL OF EXISTING SEWER PIPE 18 IN TO 36 IN. DIAM.	450 LF	30.00	13,500.00	4.50	2,025.00	0.00	0.00	0.00	0.00
196	MAINTENANCE AND CONNECTION OF EXISTING SEWER FLOWS	1 LS	*****	38,000.00	*****	41,240.00	*****	0.00	*****	0.00
197	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	12,000.00	*****	795.00	*****	0.00	*****	0.00
198	ENCASE WATER/SEWER AT CROSSINGS	6 EA	950.00	5,700.00	413.00	2,478.00	0.00	0.00	0.00	0.00
199	CLEANING OF EXISTING SANITARY SEWERS	43 EA	400.00	17,200.00	217.00	9,331.00	0.00	0.00	0.00	0.00
200	TRENCH EXCAVATION FOR WATER SERVICE TAP	50 CY	13.00	650.00	71.50	3,575.00	0.00	0.00	0.00	0.00
201	CSO FACILITY WATER SUPPLY AND BACKFLOW PREVENTER ASSY	1 LS	*****	18,100.00	*****	62,000.00	*****	0.00	*****	0.00
202	WATER TAP APPLICATION FEE	6 EA	40.00	240.00	40.00	240.00	0.00	0.00	0.00	0.00
203	1 INCH DOMESTIC WATER TAP INSTALLATION FEE	1 EA	4,367.00	4,367.00	4,367.00	4,367.00	0.00	0.00	0.00	0.00
204	1 INCH IRRIGATION WATER TAP INSTALLATION FEE	1 EA	4,817.00	4,817.00	4,817.00	4,817.00	0.00	0.00	0.00	0.00
205	2 INCH DOMESTIC WATER TAP INSTALLATION FEE	1 EA	6,800.00	6,800.00	6,800.00	6,800.00	0.00	0.00	0.00	0.00
206	1 INCH DOMESTIC WATER SERVICE	300 LF	24.00	7,200.00	23.50	7,050.00	0.00	0.00	0.00	0.00
207	2 INCH DOMESTIC WATER SERVICE	600 LF	8.00	4,800.00	19.00	11,400.00	0.00	0.00	0.00	0.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> (ADDENDUM 2) Rule 171					Public Street Improvement					
208	SANITARY SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	50 LF	60.00	3,000.00	88.50	4,425.00	0.00	0.00	0.00	0.00
209	SANITARY SEWER PIPE 10 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	15 LF	70.00	1,050.00	140.00	2,100.00	0.00	0.00	0.00	0.00
210	SANITARY SEWER PIPE 15 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	40 LF	125.00	5,000.00	145.00	5,800.00	0.00	0.00	0.00	0.00
211	SANITARY SEWER PIPE 36 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	830 LF	250.00	207,500.00	155.00	128,650.00	0.00	0.00	0.00	0.00
212	SIDE SEWER PIPE 4-6 IN. DIAM.	60 LF	30.00	1,800.00	76.50	4,590.00	0.00	0.00	0.00	0.00
213	SIDE SEWER PIPE 4-6 IN. DIAM., DUCTILE IRON	50 LF	50.00	2,500.00	95.50	4,775.00	0.00	0.00	0.00	0.00
214	SIDE SEWER PERMIT	7 EA	400.00	2,800.00	93.00	651.00	0.00	0.00	0.00	0.00
215	SEWER CLEANOUT	4 EA	350.00	1,400.00	468.00	1,872.00	0.00	0.00	0.00	0.00
216	FLOW CONTROL DEVICES & CONTROLS	1 LS	*****	143,000.00	*****	165,000.00	*****	0.00	*****	0.00
217	DETENTION TANK APPURTENANCES	1 LS	*****	160,000.00	*****	172,000.00	*****	0.00	*****	0.00
218	ESC LEAD	1 LS	*****	4,500.00	*****	3,695.00	*****	0.00	*****	0.00
219	INLET PROTECTION	12 EA	90.00	1,080.00	77.50	930.00	0.00	0.00	0.00	0.00
220	STABILIZED CONSTRUCTION ENTRANCE	267 SY	20.00	5,340.00	15.00	4,005.00	0.00	0.00	0.00	0.00
221	SILT FENCE	500 LF	7.00	3,500.00	4.70	2,350.00	0.00	0.00	0.00	0.00
222	STREET CLEANING	40 HR	140.00	5,600.00	164.00	6,560.00	0.00	0.00	0.00	0.00
223	TOPSOIL TYPE A, 4 INCH THICK	4099 SY	14.00	57,386.00	5.20	21,314.80	0.00	0.00	0.00	0.00
224	SHRUBS AND LANDSCAPE FOR VACATED GRAND BLVD.	1 LS	*****	13,100.00	*****	9,485.00	*****	0.00	*****	0.00



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<i>Schedule 01</i> (ADDENDUM 2) Rule 171					Public Street Improvement					
225	FERTILIZER	500 LB	3.00	1,500.00	2.10	1,050.00	0.00	0.00	0.00	0.00
226	HYDROSEEDING	2875 SY	3.00	8,625.00	0.85	2,443.75	0.00	0.00	0.00	0.00
227	SOD INSTALLATION	1224 SY	14.00	17,136.00	7.10	8,690.40	0.00	0.00	0.00	0.00
228	IRRIGATION SYSTEM - PLANTING STRIP	1 LS	*****	2,500.00	*****	2,650.00	*****	0.00	*****	0.00
229	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	8,100.00	*****	7,760.00	*****	0.00	*****	0.00
230	CEMENT CONCRETE CURB	1492 LF	15.00	22,380.00	14.00	20,888.00	0.00	0.00	0.00	0.00
231	CEMENT CONC. CURB AND GUTTER	157 LF	20.00	3,140.00	18.00	2,826.00	0.00	0.00	0.00	0.00
232	CEMENT CONCRETE DRIVEWAY	243 SY	43.00	10,449.00	59.50	14,458.50	0.00	0.00	0.00	0.00
233	CEMENT CONCRETE DRIVEWAY TRANSITION	62 SY	40.00	2,480.00	38.50	2,387.00	0.00	0.00	0.00	0.00
234	MODIFY FENCING, STA —	100 LF	25.00	2,500.00	77.50	7,750.00	0.00	0.00	0.00	0.00
235	FENCING, 43RD AND GARFIELD	1 LS	*****	12,138.00	*****	10,650.00	*****	0.00	*****	0.00
236	TEMPORARY CHAIN LINK FENCE	1600 LF	10.00	16,000.00	2.10	3,360.00	0.00	0.00	0.00	0.00
237	MONUMENT FRAME AND COVER	3 EA	450.00	1,350.00	371.00	1,113.00	0.00	0.00	0.00	0.00
238	CEMENT CONC. SIDEWALK	532 SY	38.00	20,216.00	41.00	21,812.00	0.00	0.00	0.00	0.00
239	RAMP DETECTABLE WARNING	114 SF	22.50	2,565.00	25.00	2,850.00	0.00	0.00	0.00	0.00
240	SEGMENTAL CONCRETE PAVER	70 SY	81.00	5,670.00	138.00	9,660.00	0.00	0.00	0.00	0.00
241	2FT - 4FT BASALT BOULDER	20 EA	150.00	3,000.00	95.50	1,910.00	0.00	0.00	0.00	0.00
242	SIGNING, PERMANENT	1 LS	*****	13,000.00	*****	11,960.00	*****	0.00	*****	0.00
243	REMOVAL OF EXISTING PAVEMENT MARKINGS	7 SF	4.50	31.50	48.50	339.50	0.00	0.00	0.00	0.00

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<i>Schedule 01</i> (ADDENDUM 2) Rule 171					Public Street Improvement					
244	PAVEMENT MARKING - DURABLE HEAT APPLIED	730 SF	10.00	7,300.00	9.50	6,935.00	0.00	0.00	0.00	0.00
245	PAVEMENT MARKING - DURABLE INLAY TAPE	585 SF	10.00	5,850.00	10.00	5,850.00	0.00	0.00	0.00	0.00
246	PAVEMENT MARKING - PAINT	240 SF	3.50	840.00	1.80	432.00	0.00	0.00	0.00	0.00
247	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	12 EA	250.00	3,000.00	174.00	2,088.00	0.00	0.00	0.00	0.00
248	REINFORCED DOWELED CURB	260 LF	30.00	7,800.00	15.00	3,900.00	0.00	0.00	0.00	0.00
249	TRAFFIC ISLAND ROCKS	150 SF	40.00	6,000.00	9.70	1,455.00	0.00	0.00	0.00	0.00
250	TRAFFIC ISLAND CONCRETE	24 SY	55.00	1,320.00	48.50	1,164.00	0.00	0.00	0.00	0.00
251	MECHANICAL SYSTEMS - CSO FACILITY	1 LS	*****	344,100.00	*****	223,000.00	*****	0.00	*****	0.00
252	ELECTRICAL SYSTEMS - CSO FACILITY	1 LS	*****	248,000.00	*****	163,500.00	*****	0.00	*****	0.00
<i>Schedule Totals</i>				4,145,468.70		4,379,373.85		0.00		0.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> (ADDENDUM 2) Rule 170					Not Public Street Improvement					
301	POTHOLING	2 EA	300.00	600.00	300.00	600.00	0.00	0.00	0.00	0.00
302	REMOVE EXISTING CURB	110 LF	5.50	605.00	1.60	176.00	0.00	0.00	0.00	0.00
303	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	3 SY	11.25	33.75	3.90	11.70	0.00	0.00	0.00	0.00
304	SAWCUTTING CURB	2 EA	30.00	60.00	21.00	42.00	0.00	0.00	0.00	0.00
305	SAWCUTTING RIGID PAVEMENT	20 LFI	1.00	20.00	0.95	19.00	0.00	0.00	0.00	0.00
306	MONUMENT FRAME AND COVER	1 EA	450.00	450.00	371.00	371.00	0.00	0.00	0.00	0.00
307	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	3,000.00	*****	795.00	*****	0.00	*****	0.00
308	DI PIPE FOR WATER MAIN 6 IN. DIAM.	335 LF	45.00	15,075.00	60.00	20,100.00	0.00	0.00	0.00	0.00
309	DI PIPE FOR WATER MAIN 8 IN. DIAM.	890 LF	50.00	44,500.00	39.50	35,155.00	0.00	0.00	0.00	0.00
310	TRENCH SAFETY SYSTEM	LS	*****		*****		*****		*****	
311	IMPORTED OR SCREENED NATIVE BEDDING	1225 LF	8.00	9,800.00	1.10	1,347.50	0.00	0.00	0.00	0.00
312	REMOVAL OF EXISTING 6 IN. TO 12 IN. DIAM. WATER MAIN	1270 LF	5.00	6,350.00	2.10	2,667.00	0.00	0.00	0.00	0.00
313	CUT AND PLUG EXISTING 12 IN. DIAM. WATER MAIN	1 EA	300.00	300.00	472.00	472.00	0.00	0.00	0.00	0.00
314	GATE VALVE 6 IN.	5 EA	1,200.00	6,000.00	1,080.00	5,400.00	0.00	0.00	0.00	0.00
315	GATE VALVE 8 IN.	4 EA	1,500.00	6,000.00	1,445.00	5,780.00	0.00	0.00	0.00	0.00
316	HYDRANT ASSEMBLY	2 EA	4,500.00	9,000.00	4,425.00	8,850.00	0.00	0.00	0.00	0.00
317	RECONNECT EXISTING HYDRANT	1 EA	2,750.00	2,750.00	2,780.00	2,780.00	0.00	0.00	0.00	0.00
320	REMOVAL OF EXISTING HYDRANT	1 EA	750.00	750.00	990.00	990.00	0.00	0.00	0.00	0.00
321	CEMENT CONCRETE CURB	15 LF	20.00	300.00	13.00	195.00	0.00	0.00	0.00	0.00

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Schedule Description					Tax Classification					
Schedule 03 (ADDENDUM 2) Rule 170					Not Public Street Improvement					
322	GRAND BLVD. TRAFFIC ISLAND CURB	95 LF	30.00	2,850.00	15.50	1,472.50	0.00	0.00	0.00	0.00
Schedule Totals				108,443.75		87,223.70		0.00		0.00

Project Number            2013042            43rd & Hatch CSO 20 Control Facility

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	4,145,468.70	0.00	112,443.75	0.00	0.00	0.00	0.00	0.00	4,257,912.45
Halme Construction Inc	3,678,296.60	0.00	96,231.00	0.00	0.00	0.00	0.00	0.00	3,774,527.60
Garco Construction Inc	3,967,359.00	0.00	123,555.50	0.00	0.00	0.00	0.00	0.00	4,090,914.50
Clearwater Constructio	4,009,962.20	0.00	158,879.00	0.00	0.00	0.00	0.00	0.00	4,168,841.20
MDM Construction	4,379,373.85	0.00	87,477.70	0.00	0.00	0.00	0.00	0.00	4,466,851.55

Low Bid Contractor:    Halme Construction Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$3,678,296.60	\$4,145,468.70	11.27	% Under Estimate
Schedule 03	\$104,168.30	\$122,226.36	14.77	% Under Estimate
Bid Totals	\$3,782,464.90	\$4,267,695.06	11.37	% Under Estimate

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

06/01/2015

<u>Date Rec'd</u>	5/14/2015
<u>Clerk's File #</u>	PRO 2015-0014
<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>	2014083
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 15552
<u>Agenda Item Name</u>	0370 - LOW BID - RED DIAMOND CONSTRUCTION, INC.		

**Agenda Wording**

Low Bid of Red Diamond Construction, Inc. (Spokane, WA) for Hartson Avenue from Altamont Street to Fiske Street - \$546,418.59 plus tax. An administrative reserve of \$54,641.86 plus tax, which is 10% of the contract price plus tax, will be set aside.

**Summary (Background)**

On May 11, 2015 bids were opened for the above project. The low bid was from Red Diamond Construction, Inc. in the amount of \$546,418.59, which is \$178,142.31 or 24.38% under the Engineer's Estimate; five other bids were received as follows: T LaRiviere Equipment & Excavation, Inc. - \$614,254.05; Inland Asphalt Company - \$637,360.00; MDM Construction, Inc. - \$667,355.35; Murphy Brothers - A division of Shamrock Paving, Inc. - \$677,677.67; and Halme Construction, Inc. - \$729,994.75.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 426,338.97	# 3200 49823 95300 56501 99999
Expense \$ 189,155.22	# 4250 42300 94000 56501 04100
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<b><u>Dept Head</u></b>	<b><u>Study Session</u></b>
<b><u>Division Director</u></b>	<b><u>Other</u></b>
<b><u>Finance</u></b>	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	lhattenburg@spokanecity.org
<b><u>For the Mayor</u></b>	kbustos@spokanecity.org
<b><u>Additional Approvals</u></b>	jsalstrom@spokanecity.org
<b><u>Purchasing</u></b>	htrautman@spokanecity.org
	kgoodman@spokanecity.org
	jahensley@spokanecity.org

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

**Project Number:** 2014083

**Project Description** Hartson Avenue from Altamont Street to Fiske

**Funding Source** Street  
Local

**Preparer** Rich Proszek

**Original Date** 4/10/2015 10:20:40 AM

**Update Date** 5/11/2015 2:24:45 PM

**Addendum**

<b>Project Number: 2014083</b>			<b>Engineer's Estimate</b>		Red Diamond Construction Inc		T LaRiviere Equipment & Excavation Inc		Inland Asphalt Company	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**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	1.00	1.00
102	SPCC PLAN	1 LS	*****	500.00	*****	300.00	*****	500.00	*****	500.00
103	REFERENCE AND REESTABLISH SURVEY MONUMENT	4 EA	500.00	2,000.00	400.00	1,600.00	1,500.00	6,000.00	415.00	1,660.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,000.00	*****	2,000.00	*****	1,500.00	*****	2,100.00
105	MOBILIZATION	1 LS	*****	46,093.00	*****	27,930.00	*****	85,000.00	*****	78,500.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	20,000.00	*****	14,250.00	*****	15,000.00	*****	37,600.00
107	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	1,000.00	*****	150.00	*****	500.00	*****	520.00
108	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	500.00	*****	800.00	*****	2,500.00	*****	2,600.00
109	REMOVE EXISTING CURB	1690 LF	5.50	9,295.00	4.00	6,760.00	9.00	15,210.00	9.30	15,717.00
110	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	382 SY	11.25	4,297.50	5.00	1,910.00	12.00	4,584.00	12.45	4,755.90
111	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	1 EA	400.00	400.00	250.00	250.00	450.00	450.00	465.00	465.00
112	SAWCUTTING CURB	63 EA	38.50	2,425.50	30.00	1,890.00	35.00	2,205.00	21.00	1,323.00
113	SAWCUTTING RIGID PAVEMENT	575 LFI	1.50	862.50	0.65	373.75	0.45	258.75	0.90	517.50
114	SAWCUTTING FLEXIBLE PAVEMENT	3054 LFI	0.70	2,137.80	0.30	916.20	0.38	1,160.52	0.30	916.20

<i>Project Number:</i> <b>2014083</b>			<i>Engineer's Estimate</i>		Red Diamond Construction Inc		T LaRiviere Equipment & Excavation Inc		Inland Asphalt Company	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Public Street Improvement					
115	ROADWAY EXCAVATION INCL. HAUL	1880 CY	14.50	27,260.00	12.00	22,560.00	12.00	22,560.00	12.45	23,406.00
116	REMOVE UNSUITABLE FOUNDATION MATERIAL	94 CY	19.50	1,833.00	0.01	0.94	12.00	1,128.00	12.45	1,170.30
117	REPLACE UNSUITABLE FOUNDATION MATERIAL	94 CY	27.50	2,585.00	0.01	0.94	22.00	2,068.00	18.65	1,753.10
118	PREPARATION OF UNTREATED ROADWAY	8980 SY	2.25	20,205.00	1.00	8,980.00	1.45	13,021.00	1.75	15,715.00
119	CRUSHED SURFACING TOP COURSE	998 CY	44.00	43,912.00	35.00	34,930.00	28.00	27,944.00	34.00	33,932.00
120	CSTC FOR SIDEWALK AND DRIVEWAYS	108 CY	62.50	6,750.00	35.00	3,780.00	50.00	5,400.00	32.00	3,456.00
121	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	8980 SY	18.00	161,640.00	11.50	103,270.00	11.35	101,923.00	11.35	101,923.00
122	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	29 SY	36.00	1,044.00	80.00	2,320.00	73.00	2,117.00	73.00	2,117.00
123	PAVEMENT REPAIR EXCAVATION INCL. HAUL	29 SY	22.50	652.50	20.00	580.00	100.00	2,900.00	27.00	783.00
124	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
125	COMPACTION PRICE ADJUSTMENT	1 EST	3,233.00	3,233.00	3,233.00	3,233.00	3,233.00	3,233.00	3,233.00	3,233.00
126	CEMENT CONCRETE CURB WALL	85 LF	38.50	3,272.50	31.00	2,635.00	25.69	2,183.65	31.00	2,635.00
127	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	9 EA	300.00	2,700.00	200.00	1,800.00	550.00	4,950.00	234.00	2,106.00
128	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN CONCRETE	10 EA	300.00	3,000.00	550.00	5,500.00	550.00	5,500.00	234.00	2,340.00
129	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	12 EA	400.00	4,800.00	550.00	6,600.00	225.00	2,700.00	566.00	6,792.00
130	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN CONCRETE	1 EA	400.00	400.00	550.00	550.00	300.00	300.00	566.00	566.00
131	CATCH BASIN TYPE 1	1 EA	1,900.00	1,900.00	2,000.00	2,000.00	1,800.00	1,800.00	1,865.00	1,865.00



<i>Project Number:</i> <b>2014083</b>			<i>Engineer's Estimate</i>		Red Diamond Construction Inc		T LaRiviere Equipment & Excavation Inc		Inland Asphalt Company	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Public Street Improvement					
132	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & VANED GRATE	2 EA	700.00	1,400.00	800.00	1,600.00	650.00	1,300.00	670.00	1,340.00
133	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	5 EA	700.00	3,500.00	800.00	4,000.00	650.00	3,250.00	670.00	3,350.00
134	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & DUAL VANED GRATE	1 EA	1,500.00	1,500.00	875.00	875.00	650.00	650.00	670.00	670.00
135	RETROFIT CURB & SURFACE INLET CATCH BASIN WITH HOOD, FRAME AND BI-DIRECTIONAL VANED GRATE	2 EA	750.00	1,500.00	850.00	1,700.00	650.00	1,300.00	670.00	1,340.00
136	REPLACE TYPE 2 CATCH BASIN COVER WITH NEW CATCH BASIN COVER - TYPE 2	1 EA	1,200.00	1,200.00	750.00	750.00	850.00	850.00	880.00	880.00
137	REPLACE EXISTING BRICK CONE WITH PRECAST CONCRETE CONE	7 EA	800.00	5,600.00	800.00	5,600.00	1,200.00	8,400.00	1,135.00	7,945.00
138	CLEANING EXISTING DRAINAGE STRUCTURE	13 EA	500.00	6,500.00	275.00	3,575.00	225.00	2,925.00	258.00	3,354.00
139	TRENCH SAFETY SYSTEM	1 LS	*****	2,000.00	*****	200.00	*****	1,500.00	*****	1,550.00
140	CATCH BASIN SEWER PIPE 8 IN. DIAM.	98 LF	31.00	3,038.00	35.00	3,430.00	38.00	3,724.00	39.35	3,856.30
141	Catch BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	146 LF	48.00	7,008.00	40.00	5,840.00	48.00	7,008.00	46.65	6,810.90
142	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	8 EA	450.00	3,600.00	250.00	2,000.00	225.00	1,800.00	233.00	1,864.00
143	PLUGGING EXISTING PIPE	1 EA	200.00	200.00	25.00	25.00	125.00	125.00	129.00	129.00
144	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,000.00	*****	200.00	*****	1,500.00	*****	520.00
145	CLEANING EXISTING SANITARY SEWER	6 EA	500.00	3,000.00	250.00	1,500.00	300.00	1,800.00	310.00	1,860.00
146	ESC LEAD	1 LS	*****	1,000.00	*****	65.00	*****	1,000.00	*****	350.00

<i>Project Number:</i> <b>2014083</b>			<i>Engineer's Estimate</i>		Red Diamond Construction Inc		T LaRiviere Equipment & Excavation Inc		Inland Asphalt Company	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Public Street Improvement					
147	INLET PROTECTION	28 EA	90.00	2,520.00	40.00	1,120.00	90.00	2,520.00	93.50	2,618.00
148	TOPSOIL TYPE A, 2 INCH THICK	50 SY	7.40	370.00	2.00	100.00	12.00	600.00	12.45	622.50
149	HYDROSEEDING	317 SY	1.80	570.60	2.50	792.50	2.50	792.50	2.60	824.20
150	SOD INSTALLATION	247 SY	14.00	3,458.00	11.00	2,717.00	11.50	2,840.50	11.90	2,939.30
151	2 IN. PVC IRRIGATION SLEEVE	56 LF	9.00	504.00	7.00	392.00	9.00	504.00	31.15	1,744.40
152	CEMENT CONCRETE CURB	1216 LF	19.00	23,104.00	14.00	17,024.00	13.04	15,856.64	13.45	16,355.20
153	CEMENT CONC. CURB AND GUTTER	660 LF	20.00	13,200.00	24.00	15,840.00	19.68	12,988.80	21.70	14,322.00
154	CEMENT CONCRETE DRIVEWAY	183 SY	43.00	7,869.00	38.00	6,954.00	51.39	9,404.37	38.00	6,954.00
155	CHANNELIZING DEVICES	8 EA	65.00	520.00	110.00	880.00	107.00	856.00	111.00	888.00
156	CEMENT CONC. SIDEWALK	1512 SY	38.00	57,456.00	30.00	45,360.00	23.67	35,789.04	28.00	42,336.00
157	RAMP DETECTABLE WARNING	200 SF	22.50	4,500.00	20.00	4,000.00	22.75	4,550.00	21.00	4,200.00
158	RAMP DETECTABLE WARNING RETROFIT	16 SF	30.00	480.00	30.00	480.00	22.75	364.00	31.00	496.00
159	SIGNING, PERMANENT	1 LS	*****	7,100.00	*****	4,200.00	*****	4,186.00	*****	4,350.00
160	PAVEMENT MARKING - DURABLE HEAT APPLIED	300 SF	10.00	3,000.00	9.10	2,730.00	9.09	2,727.00	9.40	2,820.00
161	REINFORCED DOWELED CURB	120 LF	11.00	1,320.00	8.00	960.00	27.14	3,256.80	7.80	936.00
162	TRAFFIC ISLAND CONCRETE	134 SY	40.00	5,360.00	27.00	3,618.00	22.22	2,977.48	26.00	3,484.00
<i>Schedule Totals</i>				549,075.90		396,397.33		471,941.05		492,675.80

<i>Project Number:</i> <b>2014083</b>			<i>Engineer's Estimate</i>		Red Diamond Construction Inc		T LaRiviere Equipment & Excavation Inc		Inland Asphalt Company	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 02</i>					Not Public Street Improvement					
201	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	50 CY	80.00	4,000.00	0.02	1.00	85.00	4,250.00	88.00	4,400.00
202	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	13 CY	20.00	260.00	0.01	0.13	12.00	156.00	12.40	161.20
203	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	13 CY	26.00	338.00	0.01	0.13	18.00	234.00	26.00	338.00
204	DI PIPE FOR WATER MAIN 6 IN. DIAM.	436 LF	40.00	17,440.00	37.00	16,132.00	33.00	14,388.00	37.50	16,350.00
205	DI PIPE FOR WATER MAIN 8 IN. DIAM.	1313 LF	45.00	59,085.00	44.00	57,772.00	38.00	49,894.00	39.40	51,732.20
206	DI PIPE FOR WATER MAIN 10 IN. DIAM.	10 LF	85.00	850.00	80.00	800.00	200.00	2,000.00	51.50	515.00
207	DI PIPE FOR WATER MAIN 12 IN. DIAM.	680 LF	80.00	54,400.00	62.00	42,160.00	55.00	37,400.00	57.00	38,760.00
208	REMOVAL OF EXISTING 6 IN. DIAM. WATER MAIN	436 LF	8.00	3,488.00	4.00	1,744.00	6.00	2,616.00	5.20	2,267.20
209	REMOVAL OF EXISTING 8 IN. DIAM. WATER MAIN	1313 LF	8.00	10,504.00	4.00	5,252.00	5.00	6,565.00	5.20	6,827.60
210	REMOVAL OF EXISTING 10 IN. DIAM. WATER MAIN	680 LF	9.00	6,120.00	4.00	2,720.00	5.00	3,400.00	5.20	3,536.00
211	GATE VALVE 4 IN.	1 EA	700.00	700.00	800.00	800.00	850.00	850.00	670.00	670.00
212	GATE VALVE 6 IN.	4 EA	900.00	3,600.00	1,050.00	4,200.00	1,200.00	4,800.00	882.00	3,528.00
213	GATE VALVE 8 IN.	4 EA	1,600.00	6,400.00	1,400.00	5,600.00	1,800.00	7,200.00	1,865.00	7,460.00
214	GATE VALVE 12 IN.	2 EA	2,200.00	4,400.00	2,400.00	4,800.00	2,100.00	4,200.00	2,180.00	4,360.00
215	TRENCH EXCAVATION FOR WATER SERVICE TAP	180 LF	12.00	2,160.00	30.00	5,400.00	9.00	1,620.00	9.30	1,674.00
216	WATER TAP APPLICATION FEE	6 EA	40.00	240.00	40.00	240.00	40.00	240.00	40.00	240.00
217	REPAIR EXTERIOR DROP CONNECTION	1 LS	*****	1,500.00	*****	2,400.00	*****	2,500.00	*****	1,865.00
<i>Schedule Totals</i>				175,485.00		150,021.26		142,313.00		144,684.20

<i>Project Number:</i> <b>2014083</b>			<i>Engineer's Estimate</i>		MDM Construction		Murphy Brothers Inc		Halme Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

***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	1.00	1.00
102	SPCC PLAN	1 LS	*****	500.00	*****	750.00	*****	500.00	*****	5,000.00
103	REFERENCE AND REESTABLISH SURVEY MONUMENT	4 EA	500.00	2,000.00	365.00	1,460.00	425.00	1,700.00	500.00	2,000.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,000.00	*****	2,095.00	*****	2,100.00	*****	2,500.00
105	MOBILIZATION	1 LS	*****	46,093.00	*****	46,000.00	*****	64,759.72	*****	73,000.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	20,000.00	*****	16,000.00	*****	20,000.00	*****	24,000.00
107	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	1,000.00	*****	700.00	*****	750.00	*****	500.00
108	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	500.00	*****	5,500.00	*****	1,200.00	*****	5,500.00
109	REMOVE EXISTING CURB	1690 LF	5.50	9,295.00	1.70	2,873.00	6.50	10,985.00	3.25	5,492.50
110	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	382 SY	11.25	4,297.50	4.00	1,528.00	9.00	3,438.00	7.00	2,674.00
111	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	1 EA	400.00	400.00	281.00	281.00	320.00	320.00	175.00	175.00
112	SAWCUTTING CURB	63 EA	38.50	2,425.50	19.50	1,228.50	45.00	2,835.00	22.00	1,386.00
113	SAWCUTTING RIGID PAVEMENT	575 LFI	1.50	862.50	0.55	316.25	1.00	575.00	0.75	431.25
114	SAWCUTTING FLEXIBLE PAVEMENT	3054 LFI	0.70	2,137.80	0.20	610.80	0.30	916.20	0.25	763.50
115	ROADWAY EXCAVATION INCL. HAUL	1880 CY	14.50	27,260.00	19.00	35,720.00	25.00	47,000.00	18.50	34,780.00
116	REMOVE UNSUITABLE FOUNDATION MATERIAL	94 CY	19.50	1,833.00	18.00	1,692.00	10.00	940.00	15.50	1,457.00
117	REPLACE UNSUITABLE FOUNDATION MATERIAL	94 CY	27.50	2,585.00	13.00	1,222.00	25.00	2,350.00	14.50	1,363.00
118	PREPARATION OF UNTREATED ROADWAY	8980 SY	2.25	20,205.00	3.40	30,532.00	1.40	12,572.00	0.70	6,286.00
119	CRUSHED SURFACING TOP COURSE	998 CY	44.00	43,912.00	49.00	48,902.00	35.00	34,930.00	33.00	32,934.00

<i>Project Number:</i> <b>2014083</b>			<i>Engineer's Estimate</i>		MDM Construction		Murphy Brothers Inc		Halme Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Public Street Improvement					
120	CSTC FOR SIDEWALK AND DRIVEWAYS	108 CY	62.50	6,750.00	26.00	2,808.00	32.00	3,456.00	52.75	5,697.00
121	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	8980 SY	18.00	161,640.00	12.50	112,250.00	12.60	113,148.00	13.00	116,740.00
122	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	29 SY	36.00	1,044.00	49.00	1,421.00	38.00	1,102.00	75.00	2,175.00
123	PAVEMENT REPAIR EXCAVATION INCL. HAUL	29 SY	22.50	652.50	18.00	522.00	20.00	580.00	24.50	710.50
124	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
125	COMPACTION PRICE ADJUSTMENT	1 EST	3,233.00	3,233.00	3,233.00	3,233.00	3,233.00	3,233.00	3,233.00	3,233.00
126	CEMENT CONCRETE CURB WALL	85 LF	38.50	3,272.50	44.50	3,782.50	36.50	3,102.50	38.50	3,272.50
127	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	9 EA	300.00	2,700.00	189.00	1,701.00	400.00	3,600.00	160.00	1,440.00
128	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN CONCRETE	10 EA	300.00	3,000.00	157.00	1,570.00	325.00	3,250.00	160.00	1,600.00
129	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	12 EA	400.00	4,800.00	442.00	5,304.00	400.00	4,800.00	400.00	4,800.00
130	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN CONCRETE	1 EA	400.00	400.00	393.00	393.00	425.00	425.00	400.00	400.00
131	CATCH BASIN TYPE 1	1 EA	1,900.00	1,900.00	1,675.00	1,675.00	2,200.00	2,200.00	2,000.00	2,000.00
132	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & VANED GRATE	2 EA	700.00	1,400.00	741.00	1,482.00	800.00	1,600.00	800.00	1,600.00
133	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	5 EA	700.00	3,500.00	741.00	3,705.00	600.00	3,000.00	800.00	4,000.00
134	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & DUAL VANED GRATE	1 EA	1,500.00	1,500.00	1,110.00	1,110.00	1,200.00	1,200.00	1,175.00	1,175.00

<i>Project Number:</i> <b>2014083</b>			<i>Engineer's Estimate</i>		MDM Construction		Murphy Brothers Inc		Halme Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Public Street Improvement					
135	RETROFIT CURB & SURFACE INLET CATCH BASIN WITH HOOD, FRAME AND BI-DIRECTIONAL VANED GRATE	2 EA	750.00	1,500.00	815.00	1,630.00	850.00	1,700.00	875.00	1,750.00
136	REPLACE TYPE 2 CATCH BASIN COVER WITH NEW CATCH BASIN COVER - TYPE 2	1 EA	1,200.00	1,200.00	811.00	811.00	850.00	850.00	875.00	875.00
137	REPLACE EXISTING BRICK CONE WITH PRECAST CONCRETE CONE	7 EA	800.00	5,600.00	1,545.00	10,815.00	1,200.00	8,400.00	800.00	5,600.00
138	CLEANING EXISTING DRAINAGE STRUCTURE	13 EA	500.00	6,500.00	140.00	1,820.00	250.00	3,250.00	425.00	5,525.00
139	TRENCH SAFETY SYSTEM	1 LS	*****	2,000.00	*****	1,000.00	*****	550.00	*****	1,000.00
140	CATCH BASIN SEWER PIPE 8 IN. DIAM.	98 LF	31.00	3,038.00	53.00	5,194.00	34.00	3,332.00	46.75	4,581.50
141	Catch BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	146 LF	48.00	7,008.00	60.50	8,833.00	52.00	7,592.00	44.50	6,497.00
142	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	8 EA	450.00	3,600.00	84.50	676.00	475.00	3,800.00	300.00	2,400.00
143	PLUGGING EXISTING PIPE	1 EA	200.00	200.00	61.50	61.50	400.00	400.00	100.00	100.00
144	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,000.00	*****	545.00	*****	550.00	*****	2,450.00
145	CLEANING EXISTING SANITARY SEWER	6 EA	500.00	3,000.00	600.00	3,600.00	300.00	1,800.00	900.00	5,400.00
146	ESC LEAD	1 LS	*****	1,000.00	*****	5,265.00	*****	750.00	*****	1,000.00
147	INLET PROTECTION	28 EA	90.00	2,520.00	68.50	1,918.00	60.00	1,680.00	55.00	1,540.00
148	TOPSOIL TYPE A, 2 INCH THICK	50 SY	7.40	370.00	1.60	80.00	13.00	650.00	14.50	725.00
149	HYDROSEEDING	317 SY	1.80	570.60	2.80	887.60	2.75	871.75	3.00	951.00
150	SOD INSTALLATION	247 SY	14.00	3,458.00	11.00	2,717.00	12.00	2,964.00	14.00	3,458.00
151	2 IN. PVC IRRIGATION SLEEVE	56 LF	9.00	504.00	5.50	308.00	11.00	616.00	12.00	672.00



<i>Project Number:</i> <b>2014083</b>			<i>Engineer's Estimate</i>		MDM Construction		Murphy Brothers Inc		Halme Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

*Schedule Description*

*Tax Classification*

*Schedule 01*

Public Street Improvement

152	CEMENT CONCRETE CURB	1216 LF	19.00	23,104.00	19.20	23,347.20	13.00	15,808.00	23.25	28,272.00
153	CEMENT CONC. CURB AND GUTTER	660 LF	20.00	13,200.00	35.50	23,430.00	23.00	15,180.00	31.25	20,625.00
154	CEMENT CONCRETE DRIVEWAY	183 SY	43.00	7,869.00	43.50	7,960.50	42.00	7,686.00	74.00	13,542.00
155	CHANNELIZING DEVICES	8 EA	65.00	520.00	117.00	936.00	115.00	920.00	130.00	1,040.00
156	CEMENT CONC. SIDEWALK	1512 SY	38.00	57,456.00	35.50	53,676.00	27.00	40,824.00	40.00	60,480.00
157	RAMP DETECTABLE WARNING	200 SF	22.50	4,500.00	22.00	4,400.00	21.00	4,200.00	28.00	5,600.00
158	RAMP DETECTABLE WARNING RETROFIT	16 SF	30.00	480.00	54.50	872.00	52.00	832.00	28.00	448.00
159	SIGNING, PERMANENT	1 LS	*****	7,100.00	*****	4,565.00	*****	4,500.00	*****	5,100.00
160	PAVEMENT MARKING - DURABLE HEAT APPLIED	300 SF	10.00	3,000.00	9.90	2,970.00	10.00	3,000.00	11.00	3,300.00
161	REINFORCED DOWELED CURB	120 LF	11.00	1,320.00	11.00	1,320.00	11.00	1,320.00	40.00	4,800.00
162	TRAFFIC ISLAND CONCRETE	134 SY	40.00	5,360.00	57.50	7,705.00	37.00	4,958.00	27.00	3,618.00
				<i>Schedule Totals</i>		549,075.90		515,709.85		491,551.17
										540,434.75

<i>Project Number:</i> <b>2014083</b>			<i>Engineer's Estimate</i>		MDM Construction		Murphy Brothers Inc		Halme Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 02</i>					Not Public Street Improvement					
201	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	50 CY	80.00	4,000.00	83.00	4,150.00	125.00	6,250.00	57.00	2,850.00
202	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	13 CY	20.00	260.00	13.00	169.00	10.00	130.00	15.50	201.50
203	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	13 CY	26.00	338.00	13.00	169.00	25.00	325.00	14.50	188.50
204	DI PIPE FOR WATER MAIN 6 IN. DIAM.	436 LF	40.00	17,440.00	42.00	18,312.00	44.00	19,184.00	63.00	27,468.00
205	DI PIPE FOR WATER MAIN 8 IN. DIAM.	1313 LF	45.00	59,085.00	43.50	57,115.50	50.00	65,650.00	49.50	64,993.50
206	DI PIPE FOR WATER MAIN 10 IN. DIAM.	10 LF	85.00	850.00	167.00	1,670.00	225.00	2,250.00	250.00	2,500.00
207	DI PIPE FOR WATER MAIN 12 IN. DIAM.	680 LF	80.00	54,400.00	62.50	42,500.00	65.00	44,200.00	70.00	47,600.00
208	REMOVAL OF EXISTING 6 IN. DIAM. WATER MAIN	436 LF	8.00	3,488.00	2.00	872.00	7.50	3,270.00	6.50	2,834.00
209	REMOVAL OF EXISTING 8 IN. DIAM. WATER MAIN	1313 LF	8.00	10,504.00	2.00	2,626.00	7.50	9,847.50	6.50	8,534.50
210	REMOVAL OF EXISTING 10 IN. DIAM. WATER MAIN	680 LF	9.00	6,120.00	2.00	1,360.00	8.50	5,780.00	6.50	4,420.00
211	GATE VALVE 4 IN.	1 EA	700.00	700.00	746.00	746.00	1,100.00	1,100.00	1,000.00	1,000.00
212	GATE VALVE 6 IN.	4 EA	900.00	3,600.00	889.00	3,556.00	1,250.00	5,000.00	1,150.00	4,600.00
213	GATE VALVE 8 IN.	4 EA	1,600.00	6,400.00	1,275.00	5,100.00	1,400.00	5,600.00	1,550.00	6,200.00
214	GATE VALVE 12 IN.	2 EA	2,200.00	4,400.00	2,300.00	4,600.00	2,800.00	5,600.00	2,800.00	5,600.00
215	TRENCH EXCAVATION FOR WATER SERVICE TAP	180 LF	12.00	2,160.00	35.00	6,300.00	25.00	4,500.00	28.50	5,130.00
216	WATER TAP APPLICATION FEE	6 EA	40.00	240.00	40.00	240.00	40.00	240.00	40.00	240.00
217	REPAIR EXTERIOR DROP CONNECTION	1 LS	*****	1,500.00	*****	2,160.00	*****	7,200.00	*****	5,200.00
<i>Schedule Totals</i>				175,485.00		151,645.50		186,126.50		189,560.00

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	549,075.90	175,485.00	0.00	0.00	0.00	0.00	0.00	0.00	724,560.90
Red Diamond Construc	396,397.33	150,021.26	0.00	0.00	0.00	0.00	0.00	0.00	546,418.59
T LaRiviere Equipment	471,941.05	142,313.00	0.00	0.00	0.00	0.00	0.00	0.00	614,254.05
Inland Asphalt Compan	492,675.80	144,684.20	0.00	0.00	0.00	0.00	0.00	0.00	637,360.00
MDM Construction	515,709.85	151,645.50	0.00	0.00	0.00	0.00	0.00	0.00	667,355.35
Murphy Brothers Inc	491,551.17	186,126.50	0.00	0.00	0.00	0.00	0.00	0.00	677,677.67
Halme Construction Inc	540,434.75	189,560.00	0.00	0.00	0.00	0.00	0.00	0.00	729,994.75

Low Bid Contractor: Red Diamond Construction Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$396,397.33	\$549,075.90	27.81	% Under Estimate
Schedule 02	\$163,073.11	\$190,752.19	14.51	% Under Estimate
Bid Totals	\$559,470.44	\$739,828.09	24.38	% Under Estimate

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

06/01/2015

<u>Date Rec'd</u>	5/18/2015
<u>Clerk's File #</u>	OPR 2015-0431
<u>Renews #</u>	

<u>Submitting Dept</u>	FIRE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BOBBY WILLIAMS 625-7001	<u>Project #</u>	
<u>Contact E-Mail</u>	BWILLIAMS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	REVENUE
<u>Agenda Item Name</u>	1970 INTEGRATED MEDICAL SERVICES PROGRAM AGREEMENT		

**Agenda Wording**

Agreement, per RCW 39.34, with Spokane Valley Fire Dept (SVFD) to enter into a cooperative Agreement for the provision of an Integrated Medical Services Program (IMSP). The term shall be 3 years with 2 possible 1 year renewals.

**Summary (Background)**

The IMSP will be empowered to provide direction and oversight to both Agency's Emergency Medical Programs and lay the ground work that will enable the Agencies to implement a comprehensive, cooperative, and Regional Integrated Health Services. Management of the IMSP will be done by the Integrated Emergency Medicine Coordinator (IEMC), under the supervision of the Medical Advisor, and directed by Agency designees. SVFD will share 40% of the estimated \$210,819 management cost, billed quarterly.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Revenue \$ \$ 84,328	# 1970-35120-99999-33825-99999
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session</u>	PSC 04/20/2015
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u>	
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Fire: bschaeffer, korlob, mdoval	
<u>For the Mayor</u>	SANDERS, THERESA	SVFD: collinsb@SpokaneValleyFire.com	
<u>Additional Approvals</u>		Contract Acct: jsalstrom	
<u>Purchasing</u>	PRINCE, THEA		

## **COOPERATIVE INTEGRATED MEDICAL SERVICES STAFFING AGREEMENT**

**THIS AGREEMENT**, entered into on the effective date hereinafter set forth, by and between the City of Spokane, Washington Fire Department ("SFD") and the Spokane Valley, Washington Fire Department ("SVFD"):

### **WITNESSETH**

**WHEREAS**, both SFD and SVFD ("Agencies") provide Advanced Life Support (ALS) Emergency Medical Services to their citizens in compliance with WAC 246-976 et seq. and;

**WHEREAS**, due to national policy changes, technical advances in Pre-hospital Emergency Medicine, the growing complexity of delivering an integrated emergency medical education program, as well as other factors, the expertise required of firefighters, EMT's, and Paramedics has never been greater; and

**WHEREAS**, education, quality improvement, integrated system evaluation, and constant improvement are critical elements for the operation of effective and efficient fire and rescue operations; and

**WHEREAS**, it is challenging for individual fire and rescue organizations to provide adequate leadership and support systems within the confines of limited fiscal constraints; and

**WHEREAS**, the Agencies participating in this Agreement have determined that a cooperative Integrated Medical Services Program (IMSP) is an efficient means of individually building their leadership and management capacity, as well as the overall improvement in coordination between the Fire Departments; and

**WHEREAS**, RCW 39.34 empowers joint exercise by two (2) or more local

governmental agencies of any power authorized common to them; and

**WHEREAS**, it is the desire of the signatories hereto to provide for a cooperative IMSP for their mutual advantage and concern.

**NOW, THEREFORE**, for and in consideration of the promises, the mutual advantages to be derived there from, and in consideration of the mutual covenants herein contained, it is agreed by the Agencies as follows:

1. Cooperative Agreement Established. Pursuant to the joint powers authorization of RCW 39.34, the undersigned do hereby enter into a cooperative Agreement for the provision of an Integrated Medical Services Program (IMSP).

2. Program Scope. Under the umbrella of this Agreement the IMSP is empowered to provide direction and oversight to both Agencies' Emergency Medical Programs and lay the ground work that will enable the Agencies to implement a comprehensive, cooperative, and Regional Integrated Health Services (Community Paramedicine).

3. IMSP Management and Direction to Provide Services. Management of the IMSP will be done by the Integrated Emergency Medicine Coordinator (IEMC), under the supervision of the Medical Advisor, and directed by Agency designees. Job requirements and selection of the Medical Advisor and Integrated Emergency Medicine Coordinator will be made through a cooperative process as defined, and agreed to, by the Agencies. The Medical Advisor and IEMC may be the employee of either of the agencies. Final recommendation of the Medical Advisor and Integrated Emergency Medicine Coordinator will be made by Agency Designees to their respective governing bodies, through processes defined, and required by Agency policies for approval. When the selected Integrated Emergency Medicine Coordinator (IEMC) is a current employee of a participating Agency, he/she shall remain an

employee of that Agency.

4. Services Provided by the IEMC. The IEMC shall provide the following Training, Development, and QA/QI Services to each Agency participating in this Agreement:

- (a) PCR review
- (b) QA/QI Data Collection and Interpretation
- (c) Trend Analysis
- (d) Training Development to Address Agency Needs
- (e) Development, Coordination, and Oversight of Regional Integrated Health Services (Community Paramedicine)
- (f) Program Reporting
- (g) Compliance Oversight
- (h) Other duties cooperatively agreed upon by Agency Designees

5. Proportional Division of IMSP Services. The cost of the IMSP will be divided proportionally among the participating Agencies in accordance with the division of the Cooperative IMSP Program Costs as set out in Section 6 of this Agreement. It shall be the responsibility of the IEMC to document services provided to and/or proportional benefits received by each of the Agencies participating in this Agreement. This documentation shall be reviewed quarterly by Agency Designees.

6. Cooperative IMSP Services Costs. Participating Agencies agree to pay the Agency employing the IEMC and contracting with the Medical Advisor the following proportion of costs associated with employment, as outlined in the following table:



*Total IEMC and Medical Advisor Cost,* **\$ 210,819**

Agency	Share of Service	Annual Cost
City of Spokane	60%	\$ 126,491
Spokane Valley Fire	40%	\$ 84,328
<b>Total</b>	<b>100%</b>	<b>\$ 210,819</b>

The Agency employing the IEMC and contracting with the Medical Advisor shall bill each participating Agency quarterly the amounts provided for above, and the Agency shall pay their respective fee within thirty (30) days of invoice receipt. The Annual Cost for Years two (2) and three (3) shall increase each year by 3.0%, regardless of increases in actual employment costs experienced by the Agency employing the IEMC, as a means to absorb rising salary, benefit and ancillary costs.

7. Adjustment to Proportional Costs. Not less than sixty days (60) before the end of the first (1<sup>st</sup>) year of the term of this Agreement, Agency Designees shall meet to consider adjustment to the share of service and proportional costs set out in Section 5 for Year two (2) and Year three (3). The stated goal of Article 7 of this Agreement is to revise the share of service so that by Year three (3) the annual cost between the Agencies is equal. However, this will be considered on a year by year basis. Agencies must agree to adjust the share of service and shall do so by written amendment to this Agreement.

8. Additional Support for IMSP. In addition to the payments described above, the Agencies shall provide a central work and conference room space for the IEMC.

9. Accountability and Program Oversight. Designees of participating Agencies shall provide supervision to the IMSP, and, as a group shall direct the IMSP's projects

and activities. This oversight shall include decision-making regarding allocation of IMSP efforts among the Agencies in accordance with this Agreement. To ensure that each Agency is receiving the agreed upon level of service, the IEMC shall submit a detailed monthly report to Agency Designees, and make available supporting time logs, training curricula, etc. Agency Designees shall meet or confer monthly to discuss the IMSP's accomplishments, plan future activities, and generally direct shared EMS efforts under this Program.

10. Amendments. This Agreement may not be further amended, except by formal written amendment and resolution of all current parties to it. However, the IEMC is authorized to recommend for approval supplemental binding policies and procedures that will provide for more detailed administration of the shared EMS Program. Said policies and procedures may be adopted and amended by unanimous consent of Agency Designees, provided such amendments do not conflict with the terms set forth in this Agreement.

11. Additional Participants. With the approval of the Agencies whom are a party to this Agreement, additional agencies may participate in the Agreement, under the terms of a written addendum stating the reallocation of the "Share of Service" to be received, and the reallocation of annual costs to be paid by additional Agencies becoming a party to this Agreement.

12. Duration/Termination. This Agreement shall run for a term of three (3) years, unless terminated earlier, with the possibility of two (2) one-year extensions, upon written mutual agreement of the parties. By providing sixty (60) days' notice of termination in writing, and supporting documentation outlining continued failure of the IMSP to provide the services outlined in this Agreement, a participating Agency may formally withdraw from the IMSP,

and/or suspend payment until such time that measures are taken to satisfactorily address documented failures. Either party may unilaterally terminate this agreement for any reason by providing the other party with one hundred and eighty (180) days written notice.

13. Authorization. Prior to execution of this Agreement, each participating Agency shall deliver to the other participating Agencies, a certified copy of a suitable ordinance or resolution authorizing and directing the execution of this Agreement.

14. Effective Date. This Agreement shall become effective when signed and formally adopted by each respective Agency's governing bodies.

**IN WITNESS WHEREOF,** the undersigned have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

CITY OF SPOKANE:

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Approved as to Form:

Attest:

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

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

\_\_\_\_\_  
SPOKANE VALLEY FIRE DEPARTMENT:

Attachments that are a part of this Agreement:

“Attachment A” – **RCW 39.34 REQUIRED CLAUSES for Interlocal Agreements**

Attachment A

**RCW 39.34 REQUIRED CLAUSES**  
**For Interlocal Agreements**

- A. **Purpose:** See Section No. 2 of the SFD/Valley Fire Interlocal Agreement.
- B. **Duration:** See Section No. 12 of the SFD/Valley Fire Interlocal Agreement.
- C. **Separate Legal Entity:** It is the intent of the parties that this Agreement does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030.
- D. **Responsibilities of the Parties:** See provisions of the SFD/Valley Fire Interlocal Agreement.
- E. **Agreement to be Filed:** The City shall file this Agreement with its City Clerk. The Valley Fire Department shall file this Agreement or place it on its web site or other electronically retrievable public source.
- F. **Financing:** Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **Termination:** See Section No. 12 of the SFD/Valley Fire Interlocal Agreement.
- H. **Disposal of Property Upon Termination:** All property acquired during the term of this MOU will remain the property of the entity whom was responsible for payment. In the case of mutual contribution towards property purchase, one (1) entity may buy out the other contributing entity at current fair market value of the property.

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

06/01/2015

<u>Date Rec'd</u>	5/18/2015
<u>Clerk's File #</u>	OPR 2015-0432
<u>Renews #</u>	

<u>Submitting Dept</u>	FIRE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BOBBY WILLIAMS 625-7001	<u>Project #</u>	
<u>Contact E-Mail</u>	BWILLIAMS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	1970 AUTOMATIC AID RESPONSE AGREEMENT WITH SCFD 8		

**Agenda Wording**

Agreement with Spokane County Fire District 8 to for automatic aid response system to enhance services and efficiencies for fire suppression and emergency medical and rescue services. Agreement shall renew automatically year to year until terminated.

**Summary (Background)**

This Agreement is entered into under the authority of RCW 52.12.031(3), and pursuant to Chapter RCW 39.34 - the Interlocal Cooperation Act. Each agency maintains equipment and employs trained personnel to respond to fires and medical emergencies and are geographically located to render automatic-aid to the other. The services provided by each party pursuant to this Agreement shall be provided at no cost to either party.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session</u>	PSC 05/18/2015
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u>	
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Fire: bschaeffer, korlob, mdoval	
<u>For the Mayor</u>	CODDINGTON, BRIAN	SCFD 8: Tneilsen@scfd8.org	

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



**Spokane County Fire District 8**  
**Tony Nielsen**  
**Fire Chief**



**Spokane Fire Department**  
**Bobby Williams**  
**Fire Chief**

## **AUTOMATIC AID RESPONSE AGREEMENT**

This Agreement is entered into between Spokane Fire Department and Spokane County Fire District 8, municipal corporations of the State of Washington, on this \_\_\_\_ day of \_\_\_\_\_ 2015. (Collectively hereinafter referred to as "Agencies")

### **RECITALS**

1. 1. This Agreement is entered into under the authority of RCW 52.12.031(3) , and pursuant to Chapter RCW 39.34 – the Interlocal Cooperation Act.
2. Each of the Agencies owns and maintains apparatus for the suppression of fires and for the provision of emergency medical services. Each of the Agencies also retains fire fighting personnel who are trained to provide various levels of emergency medical services.
3. Each of the Agencies has the necessary apparatus and personnel to enable it to provide services to the other Agency in the event of an emergency.
4. The geographical boundaries of each Agency are located in such a manner as to enable each Agency to render automatic-aid to the other.
5. It is the purpose of this Agreement to establish automatic aid response system between the Agencies to this Agreement to enhance services and efficiencies for fire suppression, emergency medical and rescue services to each of the Agencies.
6. Both agencies agree for the purpose of this Agreement, Automatic Aid shall mean assistance dispatched automatically by contractual agreement without request and Mutual Aid shall remain aid provided to another agency upon request of that agency.
7. Each agency agrees that enhancement to service shall not be used to support layoff or reduction of personnel nor shall it be used to support an annexation effort by either party. In the event of a personnel reduction by either agency, the Agreement will be terminated.



**Spokane County Fire District 8**  
**Tony Nielsen**  
**Fire Chief**



**Spokane Fire Department**  
**Bobby Williams**  
**Fire Chief**

## **AGREEMENT**

The Agencies, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the Agencies, agree as follows:

- 1. Duration of Agreement:** This Agreement shall become effective upon the execution of this Agreement by the Elected Officials and/or Fire Chiefs of the two Agencies and shall automatically renew itself from year to year thereafter, until terminated. Any party may terminate its participation in the Agreement at any time by giving written notice to the other party at least sixty (60) days prior to the date of termination.
- 2. Administration:** For purposes of liaison and the administration of this Agreement, the Fire Chief of each agency party to this Agreement, or his/her designee, is designated as its representative, and collectively, they shall be responsible for administration of this Agreement.
- 3. Coverage Areas.** This Agreement is entered into between the agencies to create an automatic aid process where responses to incidents are made by the closest and most appropriate resource. Agencies agree to respond to any reported fire, EMS, rescue or service related incident with the appropriate apparatus into the jurisdiction of the other agency who are party to this Agreement. Said responses shall not require any specific request but shall be automatic upon dispatch by Combined Communications Center (CCC).
- 4. Response Procedure.** Upon receipt of a dispatch from the Combined Communications Center (CCC) to an incident within the agencies jurisdictional area the agency (s) in closest proximity to the call for service will be dispatched and immediately respond apparatus and personnel, regardless of jurisdiction.
- 5. Modifications.** A consensus summary of operational considerations and expectations, as discussed by senior staff members of each agency, is outlined in Appendix A. Modifications to the content of Appendix A may be made with the concurrence of each agencies' Fire Chief and or his/her designee. Amendments to Appendix A will be attached to the original Inter-local Agreement with each Chief's dated initials indicating acceptance
- 6. Costs and Reimbursements.** The services provided by each party pursuant to this Agreement shall be provided at no cost to either party. In the event a state or federal emergency is declared, or eligibility for 3<sup>rd</sup> party reimbursement exists, this Agreement shall not constitute a waiver of the rights of the parties to claim reimbursement (s).



- 7. Termination of Response.** The equipment and personnel of the authority having jurisdiction (host agency) or the other Agency party to this agreement may be cancelled by the first arriving apparatus, after the first arriving apparatus has completed a scene assessment and the IC determines that additional resources are not needed. If the other Agencies resources arrive on scene, they shall be released from service by the Incident Commander as soon as conditions warrant or in the event an emergency should occur in the other Agencies' jurisdiction.
- 8. Liability.** Each Agency agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this Agreement by its personnel only and to save and hold the other Agency, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the Agencies employees relating to the performance of this Agreement.
- 9. Insurance.** Each Agency agrees to maintain adequate insurance coverage for its own equipment and personnel.
- 10. Non-Exclusive Agreement.** The Agencies to this Agreement shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations.
- 11. Benefits.** This Agreement is entered into for the benefit of the Agencies to this Agreement only and shall confer no benefits, direct or implied, on any third persons
- 12. Notification:** All notices herein require shall be in writing and delivered in person to the Fire Chief of each agency.
- 13. Modification & Termination.** This Agreement may only be modified by mutual agreement of all Agencies hereto, executed in the same manner as this Agreement, except as noted in Agreement item 5 – modifications to Appendix A.

#### **14. RCW 39.34 REQUIRED CLAUSES**

- A. Purpose: See Recitals of the Agreement.
- B. Duration: See Section No. 1 of the Agreement.
- C. Separate Legal Entity: It is the intent of the parties that this Agreement does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030.
- D, Responsibilities of the Parties: See above provisions of the Agreement.
- E. Agreement to be Filed: The City shall file this Agreement with its City Clerk. The OTHER ENTITY shall file this Agreement or place it on its web site or other electronically retrievable public source.
- F. Financing: Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. Termination: See Section No. 13 of the Agreement.

H. Disposal of Property Upon Termination: All property acquired during the term of this Agreement will remain the property of the entity whom was responsible for payment. In the case of mutual contribution towards property purchase, one (1) entity may buy out the other contributing entity at current fair market value of the property.

**SPOKANE FIRE DEPARTMENT**

**SPOKANE FIRE DISTRICT 8**

By: \_\_\_\_\_  
Bobby Williams, Chief

By: \_\_\_\_\_  
Tony Nielsen, Chief

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

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

Attest:

Approved as to form:

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

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

## **APPENDIX A**

### **Spokane Fire Department & Spokane County Fire District 8**

#### **Automatic Aid Operational Issues**

Issues for consideration:

1. **Agreement restrictions**

- a. Both agencies agree this document has no mileage, unit or call type restrictions. This Agreement is for true auto-aid between both agencies.
- b. For this Agreement to be in effect, AVL must be enabled for both agencies.
- c. Prior to implementation of any new call types and / or changes to resource allocation (s) for specific call types, each agency agrees to coordinate with the other agency to ensure there are no adverse operational impacts on the agency.
- d. District 8 volunteer engines will not be part of any initial dispatch into Spokane City Fire response areas
- e. For structural fire, EMS and MVA responses, the following engine resource allocations will be maintained in addition to sending the closest appropriate Engine or Ladder (Note: EC = Career Crew with at least 3-person staffing, L= Career Crew with at least 4-person staffing, E = Volunteer Crew).
  - i. District #8 - 11F 2-EC, 1E, 1L, 1-20 officer
  - ii. District #8 - 11C 3-EC, 1E, 1L, 1-20 officer
  - iii. District #8 - 11W - additional 1E, 1L
  - iv. District #8 - 31E: 1 EC-P
  - v. District #8 - 35F: 1 X, 1 EC, 1E, 1-20 Officer
  - vi. SFD - 11F 4-EC, 1L, 1R, 2-20 Chiefs
  - vii. SFD – 11C – 5-EC, 2L, 1R, 2-20 Chiefs
  - viii. SFD - 11W - additional 1-L

2. **20 Chief Responses into another's Jurisdiction**

- a. It is not expected that an agency will automatically respond a 20 Chief to a neighboring auto aid department to accompany their dispatched resources, however the agency may self-initiate if they are closer.
- b. The closest assisting agency's 20 Chief(s) are meant to augment, not replace the host agency's 20 Chief's response.

3. **Communications**

- a. Units from an assisting auto aid department will respond and communicate on the assigned talk group
- b. When multiple units from the assisting agency are dispatched into a host agency, the host 20 Chief should receive a page.
- c. Both agency's 20 Chiefs will be notified of automatic aid 11F, 11W, 11C and incidents of significance

4. Investigator call out / notification requirements
  - a. For any fire where an investigator has not been dispatched, contact the host 20 Chief for determination of need.

5. Knox keys
  - a. Request response of host agency unit as necessary. In the interim the agencies will work collectively to resolve the issue of incompatible Knox Box Keys that may result in redundant responses.
6. Gate combinations
  - a. Agencies will provide one another map related information
7. Mapbook coordination
  - a. SFD and SCFD8 will provide one another with necessary map information in either electronic or hard copy formats.
8. For cardiac arrest, significant trauma, challenging medical
  - a. For “Echo” calls request dispatch of additional **EMS, manpower** + any other necessary resources; **i.e., chaplain.**
9. When AVL is not functional
  - a. Companies will be dispatched traditionally.
10. Extended Incidents for Standby, Overhaul and etc
  - a. Host agencies shall work to release equipment from the other jurisdiction as soon as possible. If you anticipate holding an assisting agency unit (s) on-scene for significant period of time (> 30 minutes), consider notification of 20 Chief for replacement by host agency unit.
11. Training
  - a. Both agencies agree to conduct regular inter-department training; tabletops, classroom, multi-company scenarios (extrication, live fire, tech rescue, haz mat, wildland – urban interface, FF safety...MAYDAY / RIT and etc.). Advance scheduling for extended training will facilitate planning for station move ups and / or staffing backfill.
  - b. Involvement of 20 Chief and training staff should be on-going; perhaps not every training opportunity.
12. Incident report information
  - a. Each department will make appropriate incident related data entries in the SafetyPad/FDM records management system and share inter-jurisdictional information on an agreed to regular schedule.
13. Use of Appropriate and Accepted Practices

The agencies will use the Spokane County Field Operations Guide, individual Policies, SOPs, and Standards as the primary accepted practices.

14. Damage to Equipment / Cost Incurred While Involved in Response to Host Agency Jurisdiction

- a. Hold Harmless
- b. Host agency will bill responsible party if cost recovery is an option.

15. Personnel Attire, Appearance and Conduct

- a. Each department shall ensure their personnel are accountable to their applicable policies with respect to attire, appearance and conduct and will deal appropriately with concerns identified.
- b. Each department will investigate and follow-up with the other in the event of a legitimate complaint or concern.

16. Citizen Complaint

- a. Personnel responding into the host agency will contact the host 20 Chiefs immediately if a complaint is received or in the event of an unusual incident

17. Inventory of Specialized Equipment

- a. Each agency will share inventory information regarding TIC's, 4 gas detectors, HCN detector, foam, CAFS and etc. with each other

18. After Action Review

- a. At a minimum an informational review of all significant incidents shall take place on-scene prior to releasing units (tailboard hot wash). On more significant or larger incident both agencies shall work together to develop an after-action-review (AAR). When possible first alarm assignments will meet and discuss the information presented in the AAR.

## **Appendix B**

### **Resource Contributions for Each Agency**

As identified below, each of the participating agencies will add the identified resources for availability of automatic CAD recommendations, dispatch and response.

#### **SCFD 8**

All Chiefs, Engines, Medic Units, Brush Apparatus, and Water Tenders.

#### **SFD**

All Chiefs, Engines, Ladders, Attack 5 and Rescues\*

\*Rescue 8, Squads and ARU's are exempt due to staffing and capability



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

06/01/2015

<u>Date Rec'd</u>	5/18/2015
<u>Clerk's File #</u>	OPR 2015-0433
<u>Renews #</u>	

<u>Submitting Dept</u>	FIRE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BOBBY WILLIAMS 625-7001	<u>Project #</u>	
<u>Contact E-Mail</u>	BWILLIAMS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	1970 AUTOMATIC AID RESPONSE AGREEMENT WITH SCFD 9		

**Agenda Wording**

Agreement with Spokane County Fire District 9 to for automatic aid response system to enhance services and efficiencies for fire suppression and emergency medical and rescue services. Agreement shall renew automatically year to year until terminated.

**Summary (Background)**

This Agreement is entered into under the authority of RCW 52.12.031(3), and pursuant to Chapter RCW 39.34 - the Interlocal Cooperation Act. Each agency maintains equipment and employs trained personnel to respond to fires and medical emergencies and are geographically located to render automatic-aid to the other. The services provided by each party pursuant to this Agreement shall be provided at no cost to either party.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session</u>	PSC 05/18/2015
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u>	
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Fire: bschaeffer, korlob, mdoval	
<u>For the Mayor</u>	CODDINGTON, BRIAN	SCFD 9: Jcates@scfd9.org	

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

## **AUTOMATIC AID RESPONSE AGREEMENT**

This Agreement is entered into between Spokane County Fire Protection District No. 9 (hereafter referred to as "Fire District 9") and City of Spokane Fire Department (hereafter referred to as "SFD"), municipal corporations of the State of Washington, on this \_\_\_\_ day of \_\_\_\_\_ 2015.

### **RECITALS**

1. This Agreement is entered into under the authority of RCW 52.12.031(3) , and pursuant to Chapter RCW 39.34 – the Interlocal Cooperation Act.
2. Each of the Agencies owns and maintains apparatus for the suppression of fires and for the provision of emergency medical services. Each of the Agencies also retains fire fighting personnel who are trained to provide various levels of emergency medical services.
3. Each of the Agencies has the necessary apparatus and personnel to enable it to provide services to the other Agency in the event of an emergency.
4. The geographical boundaries of each Agency are located in such a manner as to enable each Agency to render automatic-aid to the other.
5. It is the purpose of this Agreement to establish automatic aid response system between the Agencies to this Agreement to enhance services and efficiencies for fire suppression, emergency medical and rescue services to each of the Agencies and not to supplant staffing or reduce Agency resources.
6. Both agencies agree for the purpose of this Agreement, Automatic Aid shall mean assistance dispatched automatically by contractual agreement without request and Mutual Aid shall remain aid provided to another agency upon request of that agency.
7. Each agency agrees that enhancement to service shall not be used to support layoff or reduction of personnel nor shall it be used to support an annexation effort by either party. In the event of a personnel reduction by either agency, the Agreement will be terminated.

### **AGREEMENT**

The Agencies, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the Agencies, agree as follows:

1. **Duration of Agreement:** This Agreement shall become effective upon the execution of this Agreement by the Fire Board of Commissioners of Fire District 9 and the Spokane City Council and shall automatically renew itself from year to year thereafter, until terminated. Any party may terminate its participation in the Agreement at any time by giving written notice to the other party at least sixty (60) days prior to the date of termination.

2. **Administration:** For purposes of liaison and the administration of this Agreement, the Fire Chief of each agency party to this Agreement, or his/her designee, is designated as its representative, and collectively, they shall be responsible for administration of this Agreement.
3. **Coverage Areas.** This Agreement is entered into between the agencies to create an automatic aid process where responses to incidents are made by the closest and most appropriate resource. Agencies agree to respond to any reported fire, EMS, rescue or service related incident with the appropriate apparatus into the jurisdiction of the other agency who are party to this Agreement. Said responses shall not require any specific request but shall be automatic upon dispatch by Combined Communications Center (CCC).
4. **Response Procedure.** Upon receipt of a dispatch from the Combined Communications Center (CCC) to an incident within the agencies jurisdictional area the agency (s) in closest proximity to the call for service will be dispatched, according to parameters defined in Appendix A, and immediately respond apparatus and personnel, regardless of jurisdiction. The host Agency will provide additional equipment and personnel as or if, necessary. Each agency agrees to request dispatch of a closer unit from the host agency if the initial dispatched apparatus is out of position.
5. **Modifications.** A consensus summary of operational considerations and expectations, as discussed by senior staff members of each agency, is outlined in Appendix A. Modifications to the content of Appendix A may be made with the concurrence of each agency Fire Chief and or his/her designee. Amendments to Appendix A will be attached to the original Inter-local Agreement with each chief's dated initials indicating acceptance.
6. **Costs and Reimbursements.** The services provided by each party pursuant to this Agreement shall be provided at no cost to either party. In the event a state or federal emergency is declared, or eligibility for 3<sup>rd</sup> party reimbursement exists, this Agreement shall not constitute a waiver of the rights of the parties to claim reimbursement (s).
7. **Termination of Response.** The equipment and personnel of the authority having jurisdiction (host agency) or the other Agency party to this Agreement may be cancelled by the first arriving apparatus, after the first arriving apparatus has completed a scene assessment and the IC determines that additional resources are not needed. If the other Agencies' resources arrive on scene, they shall be released from service by the Incident Commander as soon as conditions warrant or in the event an emergency should occur in the other Agencies jurisdiction.
8. **Liability.** Each Agency agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this Agreement by its personnel only and to save and hold the other Agency, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the Agencies employees relating to the performance of this Agreement.

**9. Insurance.** Each Agency agrees to maintain adequate insurance coverage for its own equipment and personnel.

**10. Non-Exclusive Agreement.** The Agencies to this Agreement shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations.

**11. Benefits.** This Agreement is entered into for the benefit of the Agencies to this Agreement only and shall confer no benefits, direct or implied, on any third persons

**12. Notification:** All notices herein require shall be in writing and delivered in person to the Fire Chief of each agency.

**13. Modification & Termination.** This Agreement may only be modified by mutual agreement of all Agencies hereto, executed in the same manner as this Agreement, except as noted in Agreement item 5 – modifications to Appendix A. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party.

#### **14. RCW 39.34 REQUIRED CLAUSES**

A. Purpose: See Recitals of the Agreement.

B. Duration: See Section No. 1 of the Agreement.

C. Separate Legal Entity: It is the intent of the parties that this Agreement does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030.

D, Responsibilities of the Parties: See above provisions of the Agreement.

E. Agreement to be Filed: The City shall file this Agreement with its City Clerk. The OTHER ENTITY shall file this Agreement or place it on its web site or other electronically retrievable public source.

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

G. Termination: See Section No. 13 of the Agreement.

H. Disposal of Property Upon Termination: All property acquired during the term of this Agreement will remain the property of the entity whom was responsible for payment. In the case of mutual contribution towards property purchase, one (1) entity may buy out the other contributing entity at current fair market value of the property.

By: \_\_\_\_\_  
Jack Cates, Chief

By: \_\_\_\_\_  
Bobby Williams, Chief

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

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

Attest:

Approved as to form:

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

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

## **APPENDIX A**

### **Spokane County Fire District 9 & Spokane Fire Department**

#### **Automatic Aid Operational Issues**

Issues for consideration:

1. **Agreement restrictions or exceptions**

- a. Both agencies agree this document has no mileage, unit or call type restrictions other than the exceptions listed. This Agreement is for true auto-aid between both agencies. Prior to implementation, both agencies will have functional AVL capability.
- b. For structural fire, EMS and MVA responses, the following engine resource allocations will be maintained in addition to sending the closest appropriate Engine or Ladder (Note: EC = Career Crew with at least 3-person staffing, L= Career Crew with at least 3-person staffing, E = Volunteer Crew).
  - i. District #9 - 11F 3-EC, 1E, 1L, 2-20 officers
  - ii. District #9 - 11C 4-EC, 1E, 2L, 2-20 officers
  - iii. District #9 - 11W - additional 1E
  - iv. District #9 - 31E: 2 EC-P
  - v. District #9 - 35F: 1 X, 2 EC, 1E, 2-20 Officers
  - vi. SFD - 11F 4-EC, 1L, 1R, 2-20 Chiefs
  - vii. SFD - 11C - 5-EC, 2L, 1R, 2-20 Chiefs
  - viii. SFD - 11W - additional 1-L
  - ix. SFD - 31E: 1 EC-P, 1EC, 1 20 officer
  - x. SFD - 35F: 1R, 1RL (X), 1L, 1EC, 1EC-P, 2-20 Officers

For all other call types within jurisdictional boundaries, the host agency shall utilize their regular deployment model.

- c. District 9 volunteer engines will not be part of the initial dispatch into SFD response areas, unless a request for move-up of volunteer resources has been initiated.
- d. AMR Paramedics may cancel fire resources when they are responding and AMR is on-scene and determined the additional resources are not needed.
- e. Prior to implementation of any new call types and / or changes to resource allocation (s) for specific call types, each agency agrees to coordinate with the other agency to ensure there are no adverse operational impacts on the agency.

2. **20 Chief Responses into another's Jurisdiction**

- a. 20 Chiefs will be Agency Chief Officers and not acting (or out-of-class) 20 Chiefs
- b. It is not expected that an agency will automatically respond a 20 Chief to a neighboring auto aid department to accompany their dispatched resources, however the agency may self-initiate if they are closer.

- c. The host agencies' 20 Chief (s) will be dispatched to an incident in his/her jurisdiction regardless of the units being dispatched. The 20 Chief in the assisting jurisdiction will also be paged on any working incident (11W).

3. Communications

- a. Units from an assisting auto aid department will respond and communicate on the assigned talk group
- b. When multiple units from the assisting agency are dispatched into a Host agency, the Host 20 Chief should receive a page.

4. Investigator call out / notification requirements

- a. For any fire where an investigator has not been dispatched, contact the host 20 officer for determination of need.

5. Knox keys

- a. Request response of host agency unit as necessary. In the interim the agencies will work collectively to resolve the issue of incompatible Knox Box Keys that may result in redundant responses.

6. Gate combinations

- a. Agencies will provide one another map related information

7. Mapbook coordination

- a. SCFD 9 and SFD will provide one another with necessary map information in either electronic or hard copy formats.

8. When AVL is not functional

- a. Companies will be dispatched traditionally.

9. For cardiac arrest, significant trauma, challenging medical

- a. For "Echo" calls request dispatch of additional **EMS, manpower** + any other necessary resources; ***i.e., CARES, chaplain, decon, etc.***

10. Extended Incidents for Standby, Overhaul and etc

- a. Host agencies shall work to release equipment from the other jurisdiction as soon as possible. If it is anticipated that an assisting agency unit(s) are needed on-scene for significant period of time (> 30 minutes), the incident commander should consider notification of 20 Chief for replacement by host agency unit.

11. Training

- a. Both agencies agree to conduct regular inter-department training; tabletops, classroom, multi-company scenarios (extrication, live fire, tech rescue, haz mat, wildland – urban interface, FF safety...MAYDAY / RIT and etc.). Advance scheduling for extended training will facilitate planning for station move ups and / or staffing backfill as deemed appropriate by the agencies.
- b. Involvement of 20 Chiefs and training staff should be on-going. Training shall be conducted at the discretion of each department

12. Incident report information

- a. Each department will make appropriate incident related data entries into their individual records management system and share inter-jurisdictional information on an agreed to regular schedule.

13. Use of Appropriate and Accepted Practices

- a. The agencies will use the Spokane County Field Operations Guide, individual Policies, SOPs, and Standards as the primary accepted practices.
- b. Additional practices for consideration from SFD will be reviewed by SFD labor/management. Consensus recommendations will be forwarded to each agencies senior staff members for adoption, modification or rejection.

14. Damage to Equipment / Cost Incurred While Involved in Response to Host Agency Jurisdiction

- a. Hold Harmless
- b. Host agency will bill responsible party if cost recovery is an option.

15. Personnel Attire, Appearance and Conduct

- a. Each department shall ensure their personnel are in compliance with their applicable policies and procedures with respect to attire, appearance and conduct and will deal appropriately with concerns identified.
- b. Each department will investigate and follow-up with the other in the event of a legitimate complaint or concern.

16. Citizen Complaint

- a. Personnel responding into the host agency will contact the host 20 Chiefs immediately if a complaint is received or in the event of an unusual incident

17. Inventory of Specialized Equipment

- a. Each agency will share inventory information of specialty equipment (e.g. TIC's, 4 gas detectors, HCN detector, foam, CAFS, etc...) with each other.

18. After Action Review

- a. At a minimum an informational review of all significant incidents shall take place on-scene prior to releasing units (tailboard hot wash). On more significant or larger incident both agencies shall work together to develop an after-action-review (AAR). When possible first alarm assignments will meet and discuss the information presented in the AAR.

19. Unusual/ High Profile Occurrence

Any unusual or high profile incident that occurs in a jurisdiction that is handled by other than a host unit, shall result in the immediate notification of the host agency's 20 Chief.



## **Appendix B**

### **Resource Contributions for Each Agency**

As identified below, each of the participating agencies will add the identified resources for availability of automatic CAD recommendations, dispatch and response.

#### **District 9**

All Chiefs, Engines and Ladders

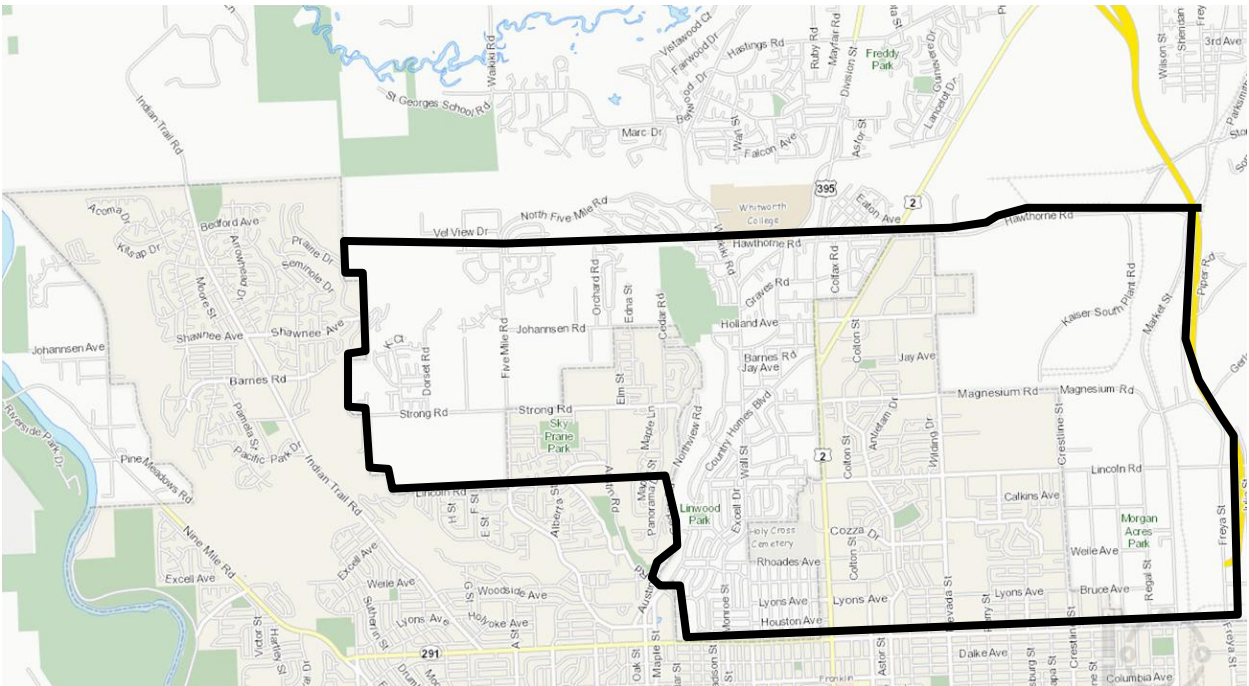
#### **SFD**

All Chiefs, Engines, Ladders and Rescues\*

\*Attack 5, Rescue 8, Squads and ARU's are exempt due to staffing and capability

## Appendix C

### Automatic Aid Response Area Map



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

06/01/2015

<u>Date Rec'd</u>	5/18/2015
<u>Clerk's File #</u>	OPR 2015-0434
<u>Renews #</u>	

<u>Submitting Dept</u>	FIRE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BOBBY WILLIAMS 625-7001	<u>Project #</u>	
<u>Contact E-Mail</u>	BWILLIAMS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	1970 AUTOMATIC AID RESPONSE AGREEMENT WITH SPOKANE VALLEY FIRE DEPT		

Agenda Wording

Agreement with Spokane Valley Fire Dept for automatic aid response system to enhance services and efficiencies for fire suppression and emergency medical and rescue services. Agreement shall renew automatically year to year until terminated.

Summary (Background)

This Agreement is entered into under the authority of RCW 52.12.031(3), and pursuant to Chapter RCW 39.34 - the Interlocal Cooperation Act. Each agency maintains equipment and employs trained personnel to respond to fires and medical emergencies and are geographically located to render automatic-aid to the other. The services provided by each party pursuant to this Agreement shall be provided at no cost to either party.

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

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	<u>Study Session</u>
SCHAEFFER, BRIAN	PSC 05/18/2015
<u>Division Director</u>	<u>Other</u>
SCHAEFFER, BRIAN	
<u>Finance</u>	<u>Distribution List</u>
SALSTROM, JOHN	Fire: bschaeffer, korlob, mdoval
<u>Legal</u>	SVFD: collinsb@SpokaneValleyFire.com
WHALEY, HUNT	
<u>For the Mayor</u>	
CODDINGTON, BRIAN	

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



**Spokane Valley Fire Department**  
**Bryan Collins**  
**Fire Chief**



**Spokane Fire Department**  
**Bobby Williams**  
**Fire Chief**

## **AUTOMATIC AID RESPONSE AGREEMENT**

This Agreement is entered into between Spokane Fire Department and Spokane Valley Fire Department, municipal corporations of the State of Washington, on this \_\_\_\_ day of \_\_\_\_\_ 2015. (Collectively hereinafter referred to as "Agencies")

### **RECITALS**

1. This Agreement is entered into under the authority of RCW 52.12.031(3), and pursuant to Chapter RCW 39.34 – the Interlocal Cooperation Act.
2. Each of the Agencies owns and maintains apparatus for the suppression of fires and for the provision of emergency medical services. Each of the Agencies also retains firefighting personnel who are trained to provide various levels of emergency medical services.
3. Each of the Agencies has the necessary apparatus and personnel to enable it to provide services to the other Agency in the event of an emergency.
4. The geographical boundaries of each Agency are located in such a manner as to enable each Agency to render automatic-aid to the other.
5. It is the purpose of this Agreement to establish an automatic aid response system between the Agencies to this Agreement to enhance services and efficiencies for fire suppression, emergency medical and rescue services to each of the Agencies.
6. Both agencies agree for the purpose of this Agreement, Automatic Aid shall mean assistance dispatched automatically by contractual agreement without request and Mutual Aid shall remain aid provided to another agency upon request of that agency.
7. Each agency agrees that enhancement to service shall not be used to support layoff or reduction of line fire suppression/EMS personnel nor shall it be used to support an annexation effort by either party. In the event of a line fire suppression/EMS personnel reduction by either agency, the Agreement will be terminated.



**Spokane Valley Fire Department**  
**Bryan Collins**  
**Fire Chief**



**Spokane Fire Department**  
**Bobby Williams**  
**Fire Chief**

## **AGREEMENT**

The Agencies, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the Agencies, agree as follows:

- 1. Duration of Agreement:** This Agreement shall become effective upon the execution of this Agreement by the Elected Officials of the two Agencies and shall automatically renew itself from year to year thereafter, until terminated. Any party may terminate its participation in the Agreement at any time by giving written notice to the other party no less than sixty (60) days prior to the date of termination.
- 2. Administration:** For purposes of liaison and the administration of this Agreement, the Fire Chief of each agency party to this Agreement, or his/her designee, is designated as its representative, and collectively, they shall be responsible for administration of this Agreement.
- 3. Coverage Areas.** This Agreement is entered into between the agencies to create an automatic aid process where responses to incidents are made by the closest and most appropriate resource. Agencies agree to respond to any reported fire, EMS, rescue or service related incident with the appropriate apparatus into the jurisdiction of the other agency who are party to this Agreement. Said responses shall not require any specific request but shall be automatic upon dispatch by the Combined Communications Center (CCC).
- 4. Response Procedure.** Upon receipt of a dispatch from the CCC to an incident within the agencies jurisdictional area the agency (s) in closest proximity to the call for service will be dispatched and immediately respond apparatus and personnel, regardless of jurisdiction.
- 5. Modifications.** A consensus summary of operational considerations and expectations, as discussed by senior staff members of each agency, is outlined in Appendix A. Modifications to the content of Appendix A may be made with the concurrence of each agency's Fire Chief and or his/her designee. Amendments to Appendix A will be attached to the original Inter-local Agreement with each Chief's dated initials indicating acceptance
- 6. Costs and Reimbursements.** The services provided by each party pursuant to this Agreement shall be provided at no cost to either party. In the event a state or federal emergency is declared, or eligibility for 3<sup>rd</sup> party reimbursement exists, this Agreement shall not constitute a waiver of the rights of the parties to claim reimbursement (s).

- 7. Termination of Response.** The equipment and personnel of the authority having jurisdiction (host agency) or the other Agency party to this Agreement may be cancelled by the first arriving apparatus, after the first arriving apparatus has completed a scene assessment and the Incident Commander (IC) determines that additional resources are not needed. If the other Agencies resources arrive on scene, they shall be released from service by the IC as soon as conditions warrant..
- 8. Liability.** Each Agency agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this Agreement by its personnel only and to save and hold the other Agency, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the Agencies employees relating to the performance of this Agreement.
- 9. Insurance.** Each Agency agrees to maintain adequate insurance coverage for its own equipment and personnel.
- 10. Non-Exclusive Agreement.** The Agencies to this Agreement shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations.
- 11. Benefits.** This Agreement is entered into for the benefit of the Agencies to this Agreement only and shall confer no benefits, direct or implied, on any third persons
- 12. Notification:** All notices herein require shall be in writing and delivered in person to the Fire Chief of each agency.
- 13. Modification & Termination.** This Agreement may only be modified by mutual agreement of all Agencies hereto, executed in the same manner as this Agreement, except as noted in Agreement item 5 – modifications to Appendix A. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party.

#### **14. RCW 39.34 REQUIRED CLAUSES**

- A. Purpose: See Recitals of the Agreement.
- B. Duration: See Section No. 1 of the Agreement.
- C. Separate Legal Entity: It is the intent of the parties that this Agreement does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030.
- D, Responsibilities of the Parties: See above provisions of the Agreement.
- E. Agreement to be Filed: The City shall file this Agreement with its City Clerk. The OTHER ENTITY shall file this Agreement or place it on its web site or other electronically retrievable public source.
- F. Financing: Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. Termination: See Section No. 13 of the Agreement.

H. Disposal of Property Upon Termination: All property acquired during the term of this Agreement will remain the property of the entity whom was responsible for payment. In the case of mutual contribution towards property purchase, one (1) entity may buy out the other contributing entity at current fair market value of the property.

**SPOKANE FIRE DEPARTMENT**

**SPOKANE VALLEY  
FIRE DEPARTMENT**

By: \_\_\_\_\_  
Bobby Williams, Chief

By: \_\_\_\_\_  
Bryan Collins, Chief

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

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

Attest:

Approved as to form:

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

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

## **APPENDIX A**

### **Spokane Fire Department & Spokane Valley Fire Department**

#### **Automatic Aid Operational Issues**

Issues for consideration:

1. Agreement restrictions
  - a. Both agencies agree this document has no mileage, unit or call type restrictions. This Agreement is for true auto-aid between both agencies.
  - b. For this Agreement to be in effect, AVL must be enabled for both agencies.
  - c. Prior to implementation of any new call types and / or changes to resource allocation (s) for specific call types, each agency agrees to coordinate with the other agency to ensure there are no adverse operational impacts on the agency.
2. Battalion Chief (20 Officer) responses into another's Jurisdiction
  - a. It is not expected that an agency will automatically respond a 20 Chief to a neighboring auto aid department to accompany their dispatched resources, however the agency may self-initiate if they choose to do so by adding themselves to the response.
  - b. Battalion Chiefs will be dispatched utilizing AVL closest unit response. The closest assisting agencies' 20 Chief (s) are meant to augment, not replace the host agencies 20 Chief's response. Host agency 20 officers have the discretion to add themselves to the dispatch as necessary. Additionally, the host agency 20 officer(s) may relieve the initial incident commander via a transfer of command and reassign or release the assisting agency 20 officer as necessary. The 20 Chiefs in the assisting jurisdiction will also be paged on any working incident (11W).
3. Communications
  - a. Units from an assisting auto aid department will respond and communicate on the assigned talk group
  - b. When three or more units from the assisting agency are dispatched into a Host agency, both agencies 20 Chief's should receive a page.
  - c. Both agency's 20 Chiefs will be notified of automatic aid 11F, 11W, 11C, and incidents of significance.
5. Investigator call out / notification requirements
  - a. For any fire where an investigator has not been dispatched, contact the host 20 Chief for determination of need.



6. Knox keys

- a. Request response of host agency unit as necessary. In the interim the agencies will work collectively to resolve the issue of incompatible Knox Box Keys that may result in redundant responses.

7. Gate combinations

- a. Agencies will provide one another map related information

8. Mapbook coordination

- a. SFD and SVFD will provide one another with necessary map information in either electronic or hard copy formats.

9. For cardiac arrest, significant trauma, challenging medical

- a. For “Echo” calls request dispatch of additional **EMS, manpower** + any other necessary resources; ***i.e., chaplain.***

10. When AVL is not functional

- a. Companies will be dispatched using station location.

11. Extended Incidents for Standby, Overhaul and etc.

- a. Host agencies shall work to release equipment from the other jurisdiction as soon as possible. If you anticipate holding an assisting agency unit (s) on-scene for significant period of time (> 30 minutes), consider notification of 20 Chief for replacement by host agency unit.

12. Training

- a. Both agencies agree to conduct regular inter-department training; tabletops, classroom, multi-company scenarios (extrication, live fire, tech rescue, haz mat, wildland – urban interface, FF safety...MAYDAY / RIT and etc.). Advance scheduling for extended training will facilitate planning for station move ups and / or staffing backfill.
- b. Involvement of 20 Chief and training staff should be on-going.

14. Incident report information

- a. Each department will make appropriate incident related data entries in the SafetyPad/FDM records management system and share inter-jurisdictional information on an agreed to regular schedule.

15. Use of Appropriate and Accepted Practices

- a. The agencies will use the Spokane County Field Operations Guide, and agreed upon common operational Policies, SOPs, and Standards as the primary accepted practices.
- b. Additional practices for consideration will be reviewed by a labor/management collaborative comprised of members from both agencies. Consensus recommendations will be forwarded to each agencies senior staff members for adoption, modification or rejection.

16. Damage to Equipment / Cost Incurred While Involved in Response to Host Agency Jurisdiction

- a. Hold Harmless
- b. Host agency will bill responsible party if cost recovery is an option.

17. Personnel Attire, Appearance and Conduct

- a. Each department shall ensure their personnel are accountable to their applicable policies with respect to attire, appearance and conduct and will deal appropriately with concerns identified.
- b. Each department will investigate and follow-up with the other in the event of a legitimate complaint or concern.

18. Citizen Complaint

- a. Personnel responding into the host agency will contact the host 20 Chiefs immediately if a complaint is received or in the event of an unusual incident

19. Inventory of Specialized Equipment

- a. Each agency will share inventory information regarding TIC's, 4 gas detectors, HCN detector, foam, CAFS and etc. with each other

20. After Action Review

- a. At a minimum an informational review of all significant incidents shall take place on-scene prior to releasing units (tailboard hot wash). On more significant or larger incident both agencies shall work together to develop an after-action-review (AAR). When possible first alarm assignments will meet and discuss the information presented in the AAR.

## **Appendix B**

### **Resource Contributions for Each Agency**

As identified below, each of the participating agencies will add the identified resources for availability of automatic CAD recommendations, dispatch and response.

#### **SVFD**

All Chiefs, Engines, Ladders and Rescues

#### **SFD**

All Chiefs, Engines, Ladders and Rescues\*

\*Attack 5, Rescue 8, Squads and ARU's are exempt due to staffing and capability

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

06/01/2015

<u>Date Rec'd</u>	5/20/2015
<u>Clerk's File #</u>	OPR 2014-0883
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	CHUCK 625-6524	<u>Project #</u>	
<u>Contact E-Mail</u>	CCONKLIN@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR #15577
<u>Agenda Item Name</u>	4490-ASSIGNMENT OF WHEELABRATOR CONTRACT WITH BRAND ENERGY		

Agenda Wording

Assignment of Wheelabrator Service Agreement with Brand Energy (Tacoma, WA) for Scaffolding Services for outages to the City of Spokane - \$150,000.00 including taxes

Summary (Background)

On December 18, 2014 (OPR #2014-0883) this assignment was processed incorrectly on a Minor Contract Summary. The quote for services for the current outage starting on May 25th, 2015 is \$101,000 plus tax. Additional money may need to be added to this contract if additional outages take place this year.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 150,000.00	#	4490-44100-37148-54201
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	
<u>Division Director</u>	GIMPEL, KEN	<u>Other</u>	
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	ttauscher@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	lbutz@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>		rrinderle@spokanecity.org	



# City of Spokane

## Minor Contract Summary

OPR # OPR 2014-0883  
Cross Ref \_\_\_\_\_  
Destruct Date 2025  
Clerk's Dist. 12/18/14 583

**Incomplete submissions will be returned to the Department until all requirements are met.**  
(Summary to be printed on blue paper)

Department Name SPOKANE REGIONAL SOLID WASTE  
Department Project # n/a

New Contract ☒  
CR # \_\_\_\_\_  
Date: 12/8/14

### Contractor/Consultant

Name: AARON DURHAM  
Address: 7811 Portland Avenue E.  
City, State, Zip: Tacoma, WA 98404

Remittance Address: 7811 Portland Ave E.  
City, State, Zip: Tacoma, WA 98404

### Summary of Services

Assignment of Wheelabrator Service Agreement between Brand Energy (Tacoma WA) and Wheelabrator.

Amount:

Budget Code: 4490-44100-37148054201

**RECEIVED**

DEC 08 2014

Maximum Amount

Beginning Date: 11/17/2014 Expiration Date: 12/31/2015 Open-Ended: ☐

CITY CLERK'S OFFICE  
SPOKANE, WA

- ☐ Quotes (per Purchasing Policy to be kept on file in Dept.) ☐ Insurance Certificate (as per contract)  
☐ City Business License ☐ If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: Rose Hulvey

Funds are available in the appropriate budget account

Accountant

Signature

Date

Department Head

Signature

Date

Other

Signature

Date

Other

Signature

Date

### Distribution List

Contractor E-mail: <u>aaron.durham@beis.com</u>	Contract Accounting: <u>mlesesne@spokanecity.org</u>
Dept. Contact E-mail: <u>CConklin@spokanecity.org</u>	Taxes and Licenses
<u>KGimpel@spokanecity.org</u>	<u>ESchoedel@spokanecity.org</u>
<u>Rhulvey@spokanecity.org</u> ; <u>Tauscher@spokanecity.org</u>	<u>Rrinderle@spokanecity.org</u> ;
	<u>Tprince@spokanecity.org</u>

### Assignment

This Assignment of Wheelabrator Service Agreement ("Assignment") dated as of Nov 17, 2014, is entered into among Wheelabrator Environmental Systems Inc. ("Wheelabrator"), the City of Spokane ("City") and Brand Energy Services, LLC ("Contractor") (collectively, the Wheelabrator, the City and the Contractor are referred to as the "Parties").

WHEREAS, Wheelabrator and Contractor are parties to that certain Wheelabrator Service Agreement dated December 1, 2013 ("Agreement"), which is attached hereto as Exhibit "A", whereby Contractor performs certain Services for Wheelabrator at the waste-to-energy facility located in Spokane, Washington ("Spokane Facility"); and

WHEREAS, as of November 17, 2014 (the "Effective Date"), the City will take over operation of Spokane Facility; and

WHEREAS, the City seeks for Contractor to continue providing the Services it currently provides to the Spokane Facility under the Agreement; and

WHEREAS, the Parties wish to document a partial Assignment of the Agreement for Services to be provided at the Spokane Facility on and after the Effective date on the terms herein.

NOW, THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

1. Capitalized terms used herein without definition shall have the definitions ascribed to them in the Agreement.
2. Except as otherwise provided herein, the Agreement, solely as it pertains to any Services performed by the Contractor at the Spokane Facility on or after the Effective Date, is hereby assigned by Wheelabrator to the City. From and after the Effective Date, the City assumes all rights and obligations of Wheelabrator under the Agreement with respect to the Spokane Facility. Any and all obligations of Wheelabrator with respect to the Spokane Facility arising prior to the Effective Date shall remain the responsibility of Wheelabrator.
3. Contractor acknowledges the foregoing Assignment of the Agreement by Wheelabrator with respect to Services performed at the Spokane Facility on or after the Effective Date and the assumption by the City of all Wheelabrator obligations related thereto. Any Services performed by Contractor at the Spokane Facility on or after the Effective Date shall be for and at the behest of the City and shall be completed under the terms and

conditions of the Agreement. Contractor hereby releases Wheelabrator from any and all obligations or liability with respect to Services performed at the Spokane Facility on or after the Effective Date.

4. Notwithstanding the foregoing, the Parties acknowledge the possibility that Wheelabrator may be retained by the City to conduct and oversee certain repair and maintenance work at the Spokane Facility after the Effective Date. In the event Wheelabrator is so retained and seeks to subcontract Services from Contractor, Wheelabrator shall issue a purchase order to Contractor and specify that the terms and conditions of the Agreement shall apply to such work. Under these limited circumstances, the terms of the Agreement shall apply to Wheelabrator for Services conducted at the Spokane Facility and Contractor's obligations under the Service Agreement shall run to Wheelabrator.
5. Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of any other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.
6. Other than the partial Assignment of the Agreement contained herein, the Agreement shall remain in full force and effect and otherwise shall remain unchanged with respect to Services performed by Contractor at Wheelabrator's other Facilities.

WITNESS the execution hereof as of the date first above written.

WHEELABRATOR ENVIRONMENTAL  
SYSTEMS INC.

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

Name: Arthur Cole

Title: Vice President

City of Spokane

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

SOLID WASTE DISPOSAL  
DIRECTOR

CITY OF SPOKANE

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

Name: Ken Gimpel

Title: Assistant Utilities Director



conditions of the Agreement. Contractor hereby releases Wheelabrator from any and all obligations or liability with respect to Services performed at the Spokane Facility on or after the Effective Date.

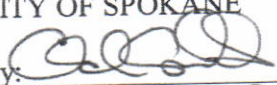
4. Notwithstanding the foregoing, the Parties acknowledge the possibility that Wheelabrator may be retained by the City to conduct and oversee certain repair and maintenance work at the Spokane Facility after the Effective Date. In the event Wheelabrator is so retained and seeks to subcontract Services from Contractor, Wheelabrator shall issue a purchase order to Contractor and specify that the terms and conditions of the Agreement shall apply to such work. Under these limited circumstances, the terms of the Agreement shall apply to Wheelabrator for Services conducted at the Spokane Facility and Contractor's obligations under the Service Agreement shall run to Wheelabrator.
5. Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of any other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.
6. Other than the partial Assignment of the Agreement contained herein, the Agreement shall remain in full force and effect and otherwise shall remain unchanged with respect to Services performed by Contractor at Wheelabrator's other Facilities.

WITNESS the execution hereof as of the date first above written.

WHEELABRATOR ENVIRONMENTAL  
SYSTEMS INC.

By: \_\_\_\_\_  
Name:  
Title:

CITY OF SPOKANE

By:  \_\_\_\_\_  
Name: CHUCK CONKLIN  
Title: SOLID WASTE DISPOSAL DIRECTOR



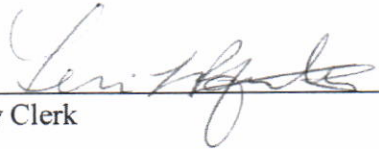
BRAND ENERGY SERVICES, LLC

By: 

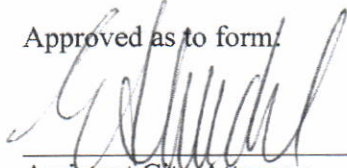
Name: *AARON DURHAM*

Title: *PROJECT MANAGER*

Attest:

  
City Clerk

Approved as to form:

  
Assistant City Attorney



14-616

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

06/01/2015

<u>Date Rec'd</u>	5/19/2015
<u>Clerk's File #</u>	OPR 2015-0435
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	SARAH LYND 625-4056
<u>Contact E-Mail</u>	SLYNDS@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0680 - JAG FY2015 APPLICATION APPROVAL

**Agenda Wording**

Approval to apply for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2015. Application deadline is Tuesday June 26, 2015. Total 2015 funds for SPD and Spokane County is \$147,013.00. SPD's share of the allocation will be \$80,857.15

**Summary (Background)**

The Edward Byrne Memorial Justice Assistance Grant Program is the primary provider of federal criminal justice funding to state and local jurisdictions. Funding supports all components of the criminal justice system. Spokane Police Department and Spokane County Sheriff's Office are considered to be disparity jurisdictions for the purpose of applying for JAG funding. SPD will act as the fiscal agent/applicant for the purpose of applying for JAG FY2015 funding.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 80,857.15	# 1530-*****
Revenue \$ 80,857.15	# 1530-*****
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DOBROW, RICK	<u>Study Session</u>	PSC 05/18/2015
<u>Division Director</u>	DOBROW, RICK	<u>Other</u>	Amendment via email 05/19/15
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	achirowamangu	
<u>For the Mayor</u>	SANDERS, THERESA	ewade	
<u>Additional Approvals</u>		mmartinez	
<u>Purchasing</u>		slynds	
		kwatkins	

**Briefing Paper  
City of Spokane  
Spokane Police Department  
JAG FY2015 Application – Amendment # 1  
Email Approval – 05/19/2015**

---

**Subject**

Approval to apply for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2015. Application deadline is Tuesday June 26, 2015.

**Background**

Spokane Police Department and Spokane County Sheriff's Office are considered to be disparity jurisdictions for the purpose of applying for JAG funding. Jurisdictions certified as disparate must submit a joint application for the aggregate of funds allocated to them, specifying the amount of the funds that are to be distributed to each of the units of local government and the purposes for which the funds will be used.

When beginning the JAG application process, a Memorandum of Understanding (MOU) must be completed, signed, and faxed to OJP, indicating who will serve as the applicant/fiscal agent for the joint funds. This year, Spokane Police will complete the MOU as the applicant/fiscal agent for the joint funds.

**Impact**

JAG funds may be used for local initiatives, technical assistance, strategic planning, research and evaluations (including forensics), data collection, training, personnel, equipment, etc. The JAG FY2015 allocation for Spokane City and Spokane County is \$147,013.00. As per Spokane County Resolution No. 2011-0572 the fiscal agent is entitled up to ten percent (10%) of the award for costs associated with administering the award in accordance with federal policies. The rest of the funding will be split at fifty percent (50%) each after administrative costs are accounted for.

	<b>147,013.00</b>
Fiscal Agent Admin Costs - SPD	<u>14,701.30</u>
Remaining Funds (50/50)	132,311.70
SPD Share 50%	<u>66,155.85</u>
Spokane County Sheriff's Share 50%	<u>66,155.85</u>
	<u>                    </u>
<b>Expected Grant Award - SPD</b>	<b><u>80,857.15</u></b>

### **Action**

Approval to apply for JAG FY2015 funds as the fiscal agent.

### **Funding**

Department of Justice grant funds - \$80,857.15

## 2015 WASHINGTON LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2015 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report: <https://www.bja.gov/Publications/JAGTechRpt.pdf>. For JAG Frequently Asked Questions, please refer to BJA's JAG webpage: <https://www.bja.gov/Funding/JAGFAQ.pdf>.

**Finding your jurisdiction:** (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county. (2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings. Counties that have an asterisk (\*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
WA	BENTON COUNTY	County	*	
WA	KENNEWICK CITY	Municipal	\$22,917	\$22,917
WA	CLARK COUNTY	County	\$25,442	
WA	VANCOUVER CITY	Municipal	\$59,605	\$85,047
WA	COWLITZ COUNTY	County	*	
WA	LONGVIEW CITY	Municipal	\$16,131	\$16,131
WA	FRANKLIN COUNTY	County	*	
WA	PASCO CITY	Municipal	\$18,491	\$18,491
WA	KING COUNTY	County	\$39,737	
WA	AUBURN CITY	Municipal	\$26,950	
WA	BELLEVUE CITY	Municipal	\$13,967	
WA	BURIEN CITY	Municipal	\$21,868	
WA	FEDERAL WAY CITY	Municipal	\$27,344	
WA	KENT CITY	Municipal	\$47,212	
WA	RENTON CITY	Municipal	\$27,409	
WA	SEATAC CITY	Municipal	\$14,819	
WA	SEATTLE CITY	Municipal	\$367,401	
WA	TUKWILA CITY	Municipal	\$18,229	\$604,936
WA	PIERCE COUNTY	County	\$95,801	
WA	TACOMA CITY	Municipal	\$160,980	\$256,781
WA	SNOHOMISH COUNTY	County	\$24,786	
WA	EVERETT CITY	Municipal	\$45,048	\$69,834
WA	SPOKANE COUNTY	County	\$14,623	
WA	SPOKANE CITY	Municipal	\$132,390	\$147,013
WA	WALLA WALLA COUNTY	County	*	
WA	WALLA WALLA CITY	Municipal	\$11,114	\$11,114
WA	YAKIMA COUNTY	County	\$12,295	
WA	YAKIMA CITY	Municipal	\$49,966	\$62,261
WA	BELLINGHAM CITY	Municipal	\$21,213	

WA	BREMERTON CITY	Municipal	\$23,081
WA	GRANT COUNTY	County	\$10,393
WA	KITSAP COUNTY	County	\$37,671
WA	LAKEWOOD CITY	Municipal	\$45,409
WA	MARYSVILLE CITY	Municipal	\$11,410
WA	OLYMPIA CITY	Municipal	\$13,475
WA	PUYALLUP CITY	Municipal	\$10,229
WA	SPOKANE VALLEY CITY	Municipal	\$19,737
WA	THURSTON COUNTY	County	\$26,229
WA	WHATCOM COUNTY	County	\$14,655

**Local total**

**\$1,528,027**

NO. 11-0572

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF ENTERING INTO )  
A MEMORANDUM OF )  
UNDERSTANDING WITH THE CITY OF )  
SPOKANE FOR THE PURPOSE OF )  
DETERMINING GRANT ALLOCATIONS )  
AS A DISPARATE JURISDICTION FOR )  
THE 2011 AND FUTURE YEAR )  
EDWARD BYRNE MEMORIAL JUSTICE )  
ASSISTANCE GRANT PROGRAM )

**RESOLUTION**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County (hereinafter sometimes referred to as the "Board") has the care of County property and the management of County funds and business; and

**WHEREAS**, the U.S. Department of Justice makes annual formula grant awards to local units of government under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751 (a)) to support law enforcement, prosecution and court, prevention and education, corrections and community corrections, drug treatment and enforcement, criminal justice planning evaluation and technology improvement, and crime victim and witness programs; and

**WHEREAS**, Spokane County and the City of Spokane will be beneficiaries of 2011 and future years' JAG awards; and

**WHEREAS**, the U.S. Department of Justice has determined that the above-named entities receive a disparate allocation according to the grant formula because the City of Spokane is allocated one-and-one-half times (150 percent) more than Spokane County according to the formula, while Spokane County bears more than 50 percent of the costs associated with prosecution or incarceration of the City of Spokane's Part 1 violent crimes; and

**WHEREAS**, the U.S. Department of Justice requires that the above-named entities submit a joint application for the JAG program and determine who will serve as the primary applicant/fiscal agent for the JAG program on behalf of all of the parties as well as the allocation of the grant funding for each funding announcement due to the disparate certification; and

**WHEREAS**, the parties have agreed that the City of Spokane will serve as the primary applicant/fiscal agent on behalf of the parties in 2011 and odd years following and Spokane County will serve as the primary applicant/fiscal agent in 2012 and even years following; and

WHEREAS, the parties have agreed that the primary applicant/fiscal agent is entitled up to ten percent (10%) of the award, plus the interest accrued, for the costs associated with administering the grant in accordance with federal policies; and

WHEREAS, the parties have determined the total disparate grant allocation for the City of Spokane and Spokane County will be split at fifty percent (50%) each after administrative costs are accounted for; and

WHEREAS, the allocation of funding will be revisited if other jurisdictions are added to the current City of Spokane/Spokane County disparity, and if other circumstances change in the future and all parties are amenable, the Memorandum of Understanding will be revised.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County that the City of Spokane will serve as the primary applicant/fiscal agent on behalf of the City of Spokane and Spokane County for the purposes of submitting and administering a grant under the U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Program in 2011 and odd years following and Spokane County will serve as the primary applicant/fiscal agent in 2012 and even years following and the primary applicant/fiscal agent is entitled up to ten percent (10%) of the award, plus the interest accrued for the costs associated with administering the grant in accordance with federal policies and the total disparate grant allocation for the City of Spokane and Spokane County will be split at fifty percent (50%) each after administrative costs are accounted for, and the allocation of funding will be revisited if other jurisdictions are added to the current City of Spokane/Spokane County disparity, and if other circumstances change in the future and all parties are amenable to revising the Memorandum of Understanding.

PASSED AND ADOPTED this 21<sup>st</sup> day of June, 2011.




ATTEST:  
CLERK OF THE BOARD

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
AL FRENCH, Chair

  
TODD MIELKE, Vice Chair

  
Daniela Erickson  
11-0572

ABSENT  
MARK RICHARD, Commissioner



11-0572

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE and SPOKANE COUNTY, SPOKANE COUNTY SHERIFF AND SPOKANE COUNTY PROSECUTOR.

The parties agree as follows:

1. **BACKGROUND.** Since the inaugural JAG in 2005 (and the Local Law Enforcement Block Grant prior to 2005), the City of Spokane and Spokane County have met annually to determine how to re-allocate the disparate funding as defined by the Department of Justice. As a disparate jurisdiction, both entities are required to submit a joint application with one jurisdiction agreeing to serve as fiscal agent.
2. **GRANT ALLOCATION.**
  - A. In order to streamline this process, effective in 2011 and to apply to future years, the Police Department and Spokane County Sheriff, Prosecuting Attorney and Board of County Commissioners agree to an equal allocation of the annual Edward Byrne Memorial Justice Assistance Grant (JAG) (i.e., the total JAG allocation for the Spokane County region will be split at fifty percent (50%) each for the City of Spokane and Spokane County).
  - B. A condition of this equal allocation of funding will be the annual rotation of the fiscal agent between the two jurisdictions. The City of Spokane will act as fiscal agent in 2011 and odd years following. Spokane County will act as fiscal agent in 2012 and even years following. When serving as fiscal agent, that jurisdiction will be allowed up to ten percent (10%) of the award, plus the interest accrued, for the costs associated with administering the JAG.
  - C. This allocation of funding will need to be revisited if other jurisdictions are added to the current City of Spokane/Spokane County disparity, nulling the ability to split the balance at fifty percent (50%) each. Furthermore, if circumstances change in the future and all parties are amenable, this agreement can be revisited.

Dated: \_\_\_\_\_

CITY OF SPOKANE

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

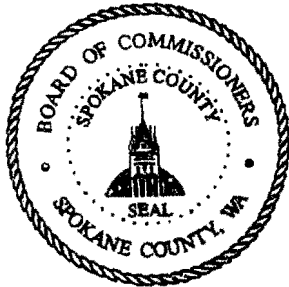
Attest:

Approved as to form:

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

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

ADOPTED by the Board of County Commissioners of Spokane County, Washington this  
21st day of June, 2011.



BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

*Al French*  
Al French, Chair

ATTEST:

*Todd Mielke*  
Todd Mielke, Vice-Chair

*Daniela Erickson*  
Daniela Erickson 11-0572  
Clerk of the Board

ABSENT  
Mark Richard, Commissioner

Dated: \_\_\_\_\_

SPOKANE COUNTY SHERIFF

By: \_\_\_\_\_  
Spokane County Sheriff

Dated: \_\_\_\_\_

SPOKANE COUNTY PROSECUTOR

By: \_\_\_\_\_  
Spokane County Prosecutor

## AGENDA SHEET

**SUBMITTING DEPARTMENT:** Central Services/Office of Financial Assistance

**CONTACT PERSON:** Jennifer Stapleton

**PHONE NUMBER:** 477-7273

**CHECK TYPE OF MEETING ITEM BELOW:**

**9:00 AM CEO MEETING:** ☐

**2:00 PM CONSENT AGENDA:** ☐  
**BY LEAVE:** X

**5:30 PM LEGISLATIVE SESSION:** ☐  
**BY LEAVE:** ☐

**SPECIAL SESSION:** ☐

**BELOW FOR CLERK'S USE ONLY:**

Clerk's Resolution No. 11-0572  
Approved: Majority/Unanimous \_\_\_\_\_  
Denied: Majority/Unanimous \_\_\_\_\_  
Renews/Amends No. \_\_\_\_\_  
Public Works No. \_\_\_\_\_  
Purchasing Dept. No. \_\_\_\_\_

**AGENDA TITLE:** *In the matter of entering into a Memorandum of Understanding with the City of Spokane for the purpose of determining grant allocations as a disparate jurisdiction for the 2011 and future year Edward Byrne Memorial Justice Assistance Grant Program.*

**BACKGROUND:** (Attach separate sheet(s) if necessary):

The City of Spokane and Spokane County receive an annual formula grant under the U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

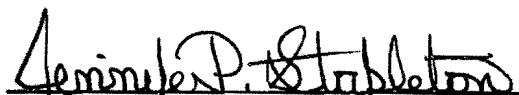
The formula award has been certified as a disparate allocation by the Department of Justice because the City of Spokane is allocated one-and-one-half times (150 percent) more than Spokane County according to the formula, while Spokane County bears more than 50 percent of the costs associated with prosecution or incarceration of the City of Spokane's Part 1 violent crimes. As such, the Department of Justice requires the two jurisdictions to submit a joint allocation and determine amongst the parties who will serve as the primary applicant/fiscal agent and the allocation of the grant funding for each funding announcement.

It is agreed in the attached Memorandum of Understanding that the City of Spokane will serve as the primary applicant/fiscal agent on behalf of the jurisdictions for the purposes of submitting and administering the JAG award in 2011 and odd years following and Spokane County will serve as the primary applicant/fiscal agent in 2012 and even years following. The primary applicant/fiscal agent is entitled up to ten percent of the award, plus the interest accrued for the costs associated with administering the grant in accordance with federal policies and the total disparate grant allocation will be split at 50% each between the jurisdictions after administrative costs are accounted for.

**FISCAL IMPACT:** None

**REQUESTED BOARD ACTION:** Approve

**SIGNATURES:**



Department Head/Elected Official requesting  
Item

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

06/01/2015

<u>Date Rec'd</u>	5/19/2015
<u>Clerk's File #</u>	OPR 2015-0436
<u>Renews #</u>	

<u>Submitting Dept</u>	POLICE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	SARAH LYND 625-4056	<u>Project #</u>	
<u>Contact E-Mail</u>	SLYNDS@SPOKANEPOLICE.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0680-SCHOOL RESOURCE OFFICER COMMISSION		

Agenda Wording

Agreement with Spokane Public Schools (SPS) to modify the current limited commission granted by the Chief of Police to allow School Resource Officers (SROs) employed by SPS to be armed. The new commission is the "School Resource Officer Commission".

Summary (Background)

In the wake of national attention surrounding school shootings, efforts have been made across the country to increase supports surrounding school safety and security and to equip school personnel with the tools necessary to protect students and staff. SPS and the Spokane Police Department have reached an agreement which would allow SRO's to carry firearms. An SPD supervisory Sergeant will be assigned full time to SPS. Term: 06/01/2015-12/31/2017. Funding - 2015 - \$90,000.00.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Select \$	#
Revenue \$ 90,000.00	# 0680-11100-21221-34210
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DOBROW, RICK	<u>Study Session</u>	PSC 05/18/2015
<u>Division Director</u>	DOBROW, RICK	<u>Other</u>	
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	achirowamangu	
<u>For the Mayor</u>	SANDERS, THERESA	ewade	
<u>Additional Approvals</u>		slynds	
<u>Purchasing</u>		mmartinez	
		tmeidl	
		mmuramatsu	
		Contract Accounting	

**AGREEMENT**  
between  
**CITY OF SPOKANE**  
and  
**SPOKANE PUBLIC SCHOOL DISTRICT NO. 81**

**SPD LIMITED COMMISSION: "SCHOOL RESOURCE OFFICER COMMISSION"**

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THIS AGREEMENT ("Agreement") is between the CITY OF SPOKANE ("City"), whose address is 1100 West Mallon Avenue, Spokane, Washington 99260; and SPOKANE PUBLIC SCHOOL DISTRICT NO. 81 ("SPS"), whose address is Administration Building, 200 North Bernard Street, Spokane, Washington 99201.

WHEREAS, the City and SPS have had a long standing and cooperative relationship in working together to provide police services in and for the SPS under the provisions of chapter 10.41A of the Spokane Municipal Code; and

WHEREAS, the City's Police Department ("SPD"), in utilizing School Resource Officers to provide law enforcement services in the schools, recognizes both the strong need of the SPD for this auxiliary law enforcement service as well as the invaluable resource provided by School Resource Officers; the foregoing Agreement addresses the School Resource Officer (SRO) commission.

IT IS, THEREFORE, MUTUALLY AGREED THAT District 81 School Resource Officers will operate under the terms as stated in the following paragraphs:

The Parties agree as follows:

**I. AUTHORITY TO GRANT THE SCHOOL RESOURCE OFFICER COMMISSION.**

As authorized by SMC 10.41A.030, a special police officer is an individual employed by someone other than the City police department for security purposes having a commission from the chief of police to exercise the powers of a law enforcement officer limited to the scope of his employment and the terms of his commission. It is the SPD Chief of Police who grants this commission and under whose terms the scope of authority is defined.

**II. PURPOSE OF AGREEMENT.**

As authorized by SMC 10.41A.020, the commissioning of special police officers plays a valuable role in assisting the SPD in carrying out its law enforcement responsibilities by conferring upon persons certain law enforcement authority in limited and specific instances. School Resource Officers are an important partner in carrying out law enforcement responsibilities on the campuses of the Spokane Public Schools. In recognition of the high volume of criminal

investigations and community caretaking functions carried out on and around school campuses and associated with school activities throughout Spokane, it is the purpose of this agreement to formalize the partnership between the Spokane Police Department and Spokane Public School District No. 81. In doing so, this agreement intends to define with specificity the nature of the commission granted to District 81 School Resource Officers so that it is clear and reflective of their ongoing duties and responsibilities.

It is also the intent of this agreement to acknowledge the very serious nature of the law enforcement responsibilities delegated through this special School Resource Officer Commission, and to ensure that tracking, record-keeping, oversight and coordination with the Spokane Police Department occurs as an imperative of this special commission. Finally, this agreement serves to replace all missives, memos and other prior communications, whether verbal, electronic or in writing, pertaining to the nature of the special commission granted to District 81 School Resource Officers.

### III. LEVEL OF COMMISSION

Under this agreement, District 81 School Resource Officers have a specially designated Spokane Police Department commission separate and distinct from other commissions. This commission shall be known as the *School Resource Officer Commission*. The authority of this commission to carry out law enforcement functions shall be as outlined below.

### IV. SCOPE OF AUTHORITY LIMITED TO PARAMETERS OF COMMISSION

District 81's scope of authority is defined in this agreement. In the discharge of their law enforcement duties, District 81 School Resource Officers may not exceed the scope of the special commission that has been authorized by the Chief of Police under this agreement.

### V. ENFORCEMENT AUTHORITY

SPS School Resource Officers will have the authority granted by their commission:

#### A. *Authority to Stop, Detain and Investigate*

School Resource Officers have the authority, under this commission, to investigate any suspicious or illegal activity as it relates to the safety and security interests of the Spokane Public Schools and to initiate lawful detentions based upon reasonable, articulable suspicion.

#### B. *Crimes Subject to Investigation:*

School Resource Officers have the authority to investigate the following crimes within the geographical limits set forth by this agreement:

1. All violations of city ordinances under the Spokane Municipal Code.
2. State laws regarding misdemeanors and gross misdemeanors.
3. Felonies

Any egregious felonies, or those felonies not typically encountered by School Resource Officers, will be investigated with the advisement or consultation of the SPD, who may respond to consult or assist.

*C. Authority to Arrest*

School Resource Officers shall have the authority to arrest individuals for whom they have developed probable cause or for whom a valid arrest warrant exists.

*D. Authority to Transport and Book Upon Arrest*

School Resource Officers are authorized to make arrests and they are authorized to transport arrested individuals to the Spokane County Jail and to perform the booking process. Bookings are to be handled in accordance with the policy and procedures of the Spokane Police Department and the Spokane County Jail / Juvenile Detention.

*E. Enforcement of Truancy Laws*

School Resource Officers have the authority to contact, detain and transport truants, as defined by RCW 26A.225.010 through 26A.225.140, within Spokane City limits, and deliver the child to: (1) the custody of a person in parental relations to the child; (2) the school from which the child is absent; or (3) a program designated by the school district.

*F. Enforcement of Domestic Violence Laws and Orders*

School Resource Officers have the authority and are authorized to enforce domestic violence laws and to serve domestic violence orders issued through the courts. They will follow the procedures set forth by law and the Spokane Police Department.

#### *G. Parking Enforcement*

School Resource Officers may issue parking infractions on school property, designated parking lots, joint use property, in school zones, and on vehicles in neighborhoods where students, school staff and school visitors are known to park.

#### *H. Traffic Enforcement*

School Resource Officers are authorized to issue traffic citations for negligent and reckless driving committed by individuals in designated areas (see section VI).

#### *I. Crowd Management*

School Resource Officers have the authority to provide crowd management at athletic events, graduations, dances, proms, and other school related activities.

#### *J. Community Caretaking*

School Resource Officers have the authority to make lawful contacts within their community caretaking capacity. This includes contact with individuals for non-criminal, non-investigatory purposes when the officer subjectively believes that assistance is needed for health or safety reasons, for the well-being and protection of a student, or where the situation requires emergency aid or a routine check for health and safety purposes.

### **VI. GEOGRAPHICAL SCOPE OF AUTHORITY**

School Resource Officers have the authority, under this commission, to investigate any suspicious or illegal activity as it relates to the safety and security interests of the Spokane Public Schools in the following geographical areas:

- a. School grounds.
- b. Areas that immediately abut and adjoin any school grounds.
- c. Recognized extensions of school property.
- d. Abutting properties such as parks and areas where school playgrounds overlap City parks.
- e. Joint use property.
- f. In areas of known student congregation.
- g. School parking lots.
- h. Shared parking areas.
- i. School buses.
- j. School bus stops.



- k. On or around, or in areas associated with, privately contracted transportation vehicles.
- l. Designated school crossings.
- m. All locations where school activities take place, including off site locations.

## VII. SPD ASSISTANCE FOR EMERGENCY SITUATIONS

In emergent or escalating situations presenting a safety or security threat, SRO's will request additional SPD assistance.

## VIII. PERSONS WHO MAY BE CONTACTED BY SRO'S

SRO's have the authority to contact anyone within the parameters defined by this agreement if there is an articulable nexus between the person and school safety and security. SRO's may investigate crimes within the defined geographical locations involving any person who presents a safety and security threat to the school, its students, employees or visitors. With a legitimate nexus to school safety and security or crimes committed within the geographical limits of SRO authority, SRO's may go outside the geographical boundaries to contact parents, suspects, witnesses or victims in the course of their investigation.

## IX. ARMED STATUS.

### A. Authority to Carry Firearms - Dependent on Background Screening

As referenced in XII(B)(1) below, each candidate to receive an SRO Commission must submit to a background investigation including a check of criminal history, a psychological examination, and a polygraph test, the results of which shall be used by SPD to determine the candidate's suitability for a limited commission.

SPS understands that under RCW 49.44.120 SPS cannot require an SPS employee to submit to a polygraph examination. SPS also understands that a polygraph examination is a requirement of the SPD and that it is a prerequisite of the SPD to arming SPS SRO's. Under this MOU SPS is not requiring its SRO's to submit to a polygraph examination but understand that they can volunteer to take the polygraph examination as an applicant to become a commissioned and armed officer under the authority of the SPD. SRO's who otherwise qualify for a limited commission but elect not to take a polygraph will not be authorized to carry firearms.

### B. Issuance and Regulation of Firearms

Firearms to be carried by SRO's will be purchased by SPS and issued through the SPD. SROs will carry their firearms and a holster system as approved by the SPD Range Master. SROs will qualify and carry all firearms

in accordance with SPD Policy. If at any time an SRO is deemed unqualified to carry a firearm, the SRO shall not carry such firearm until so qualified. Regular maintenance of the firearms will be in accordance with SPD Policy.

#### C. Storage of Firearms

General storage of firearms will be governed by SPD Policy. By mutual agreement, the Range Master of the SPD will coordinate the long term storage of surplus SPS firearms and will be responsible for the storage of any firearms during such times that SRO's are not employed while an SRO is on extended leave. SRO's will otherwise store their weapons in accordance with SPS policies and procedures.

### X. DOCUMENTATION AND REPORT WRITING.

- A. Initial writing, screening and correction of reports shall be the responsibility of SPS under the direction of both the SPS sergeant and the SPD sergeant assigned to supervise SRO's, as discussed in paragraph XVA.
- B. All police reports and other information will be completed and forwarded to SPD in a timely manner, in accordance with SPD Policy and consistent with all other applicable laws, including the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. 1232g.
- C. SPS and SPD will work towards integrating SPS into SPD electronic reporting systems. Likewise, SPS and SPD will work towards educating SRO's as to the restrictions on data sharing and the other rules set forth by FERPA and SPS policy.

### XI. INFORMATION ACCESS.

- A. School Resource Officers may not personally access police databases. In coordination with SPD, School Resource Officers may request information from police databases necessary to carry out their legitimate law enforcement duties. They must specify the purpose of the request.
- B. School Resource Officers may request information from the following:
  - 1. CAD/RMS, State and National Data with respect to the following:
    - a. officer safety
    - b. subject identification
    - c. warrant status (warrant status will only be a yes or no for national and state status/no details will be available)
    - d. criminal history (conviction and non-conviction data)

2. DOL registered owner information.
3. GangNet

*Exclusions:*

- C. School Resource Officers shall not have access to NCIC III.

XII. QUALIFICATIONS OF SRO's.

- A. As a precondition to being granted a School Resource Officer Commission, SPS will ensure that each employee has completed the reserve officer academy. The SPD Chief of Police may, on a case by case basis, consider a candidate's prior training and experience and elect to waive the reserve academy requirement.
- B. In addition, before receiving an SRO limited commission, a potential SRO candidate must meet the following additional conditions:
  1. Submit to a background investigation including a check of criminal history, a psychological examination, and a polygraph test, the results of which shall be used by SPD to determine the candidate's suitability for a limited commission. The background investigation, psychological examination and the polygraph examination shall be administered in accordance with the requirements of RCW 43.101.095(2).

As indicated in V(1) above, SPS understands that under RCW 49.44.120 SPS cannot require an SPS employee to submit to a polygraph examination. SPS also understands that a polygraph examination is a requirement of the SPD and that it is a prerequisite of the SPD to arming SPS SRO's. Under this MOU SPS is not requiring its SRO's to submit to a polygraph examination but understand that they can volunteer to take the polygraph examination as an applicant to become a commissioned and armed officer under the authority of the SPD. SRO's who otherwise qualify for a limited commission but elect not to take a polygraph will not be authorized to carry firearms.

2. Give an oath to uphold the Constitution and laws of the United States and of the State of Washington, as well as the Charter and ordinances of the City of Spokane.

### **XIII. TRAINING.**

A. SPS will coordinate all SPD training through the Spokane Police Academy. All SRO's must complete a minimum of twenty four (24) hours of annual inservice training. This training may cover, but is not limited to, content from the following subject areas:

1. Legal updates
2. Criminal law
3. Juvenile law
4. Criminal procedures
5. Officer safety
6. Defensive tactics and control techniques
7. Vulnerable populations
8. Gangs
9. Domestic Violence
10. Crisis Intervention/De-escalation Training
11. FERPA

B. This training shall be a collaborative effort between SPS and the SPD. SPD will provide inservice training and a training venue at no cost to SPS. While SPD will make every effort to provide specialized training at no cost, some circumstances may involve negotiations over fees. These will be a coordinated effort, dependent upon the specific circumstances.

1. SRO's will additionally be required to meet the CJTC basic training requirement for Reserve Officers, as set forth in WAC 139-05-810.
  - a. Passing entry requirements; and
  - b. Completing the basic course of instruction for reserves as required by the commission, or waiver.
2. Failure to maintain appropriate training minimums will result in loss of commission. In the event that an SRO fails to meet the requisite

number of training hours required to maintain the commission under this Agreement, the Chief of Police or his designee shall notify the SPS Director of Security of such and allow SPS an opportunity to ensure that the training minimums are met.

C. Documentation of Training and Reporting to SPD.

The Spokane Police Academy will maintain records of all law enforcement commission related training.

1. Training records will be provided to the Police Academy administrative assistant for archiving.
2. Training records will be provided on an ongoing basis.

XIV. DUTY TO ENSURE VALID COMMISSION AND SCOPE OF EMPLOYMENT.

SPS and the Spokane Police Academy will coordinate efforts to assist SRO's in the maintenance of their certifications.

XV. SUPERVISORY CONTROL OVER SRO's.

A. Supervisory Sergeant

SPD shall provide a sergeant assigned full time to SPS to supervise armed SRO's in their law enforcement functions. Because of the expanded law enforcement authority of SRO's and their armed status, the SPD Sergeant shall have supervisory responsibility in reference to the armed SRO program. The SPD sergeant shall report both to the SPS Director of Safety, Security and Transportation as well as to a designated SPD Lieutenant. SPS shall participate in the selection process of the SPD sergeant.

B. Other Duties of the SPD Sergeant

The SPD sergeant shall be responsible for maintaining the firearms training program and for the reserve level training for armed SRO's.

C. Funding of the SPD Sergeant

From the date the MOU is signed until August 31, 2015, SPS will cover the SPD sergeant's annual salary in the amount of \$90,000, prorated. Beginning September 1, 2015, SPS will cover the SPD sergeant's annual salary and benefits in the amount of \$125,000.

#### D. Law Enforcement Functions

"Law enforcement functions" are defined for purposes of this Agreement: as duties related to the discovery, prevention, investigation and prosecution of crime.

#### E. Employment Functions

All SPS employment functions shall remain under the sole purview of SPS. "Employment functions" are defined for purposes of this Agreement; as duties related to maintaining order and discipline in the classroom and on school grounds.

##### Deployment of Resources

1. SPS will be primarily responsible for the allocation of personnel throughout its properties.
2. SPS will consider deployment strategies based off SPD Crime Analysis intelligence and problem based policing strategies.

#### XVI. EQUIPMENT.

SPS will be primarily responsible for purchasing the necessary equipment for their SRO employees. This equipment will meet the standards set forth by the SPD. Occasionally, certain equipment will need to be purchased through SPD. In the event of this occurrence cooperative efforts will be taken to ensure SPD is reimbursed for the items.

#### XVII. COMPLAINT AND INVESTIGATION PROCEDURES.

Because SRO's are armed and operate under the authority of the Chief's limited commission and under the supervision of an SPD sergeant, both Parties agree to a cooperative approach to investigations and complaints as they relate to the use of force. Complaint and investigation procedures are delegated as follows:

##### A. SPD Authority:

1. SPD shall have authority over all investigations which pertain to the exercise of law enforcement functions as defined in XV(D); and
2. Any complaint or investigation referencing use of force, arrest of person, search of persons or property or seizure of persons or property. SPD

may defer complaints it deems minor regarding the above to SPS Security Supervisors.

3. SPS may shadow and/or monitor any SPD investigation of an SRO if and as agreed upon by SPD.
4. SPS employees shall have the right to union representation during such investigations.

**B. SPS Authority:**

1. SPS may conduct their own independent investigations of SRO involved incidents related to employment functions as defined in XV(E) as allowed by the SPS collective bargaining agreement, state law and where such incidents do not pertain to the exercise of law enforcement powers relating to the SRO commission.
2. SPS independent investigations shall be conducted by the Director of Security, the SRO Supervisor and SPS Human Resources.
3. SPS investigations shall not extend to officer involved critical incidents as outlined in section XVII(D). The investigative results shall be shared with SPD; and
4. Any complaint or investigation regarding the demeanor of the SRO; and
5. Any complaint or investigation falling outside the parameters of the SRO commission; and
6. SPS employees shall have the right to union representation during such investigations.

**C. Disposition and Information gleaned from SRO investigations conducted by either party.**

1. The SPD agrees to provide SPS with records it deems appropriate as to SPD investigations of SRO's.
2. SPS agrees to provide the SPD with dispositions it deems appropriate as to SPS investigations of SRO's to the extent allowed under any applicable SRO's bargaining agreement.

D. Officer Involved Critical Incident.

"Officer Involved Critical Incidents" are defined for purposes of this Agreement: as officer involved fatalities and other major incidents involving an SRO which may have possible criminal liability attached.

1. Should an SRO be involved in a critical incident involving the use of force resulting in serious injury or death of another during the course of their law enforcement duties, the SPD's critical incident protocol will govern. Pursuant to this protocol, the Spokane Investigative Regional Response ("SIRR") team shall immediately commence a thorough, fair, complete, and professional investigation, free of conflicts of interest. Under this protocol, SRO's will be subject to the same procedures as all Spokane Police Reserve Officers and Spokane Police Officers. (See attached SIRR Protocol).
2. SPS acknowledges that critical incidents involving the use of force resulting in serious injury or death are sensitive in nature and require a thorough investigation by law enforcement. In the event of a critical incident involving the serious injury or death of another person, SPS agrees to cooperate with the SIRR investigation. SPS will also cooperate with SPD to facilitate the integrity and impartiality of the SIRR investigation.
3. SPS employees shall have the right to union representation during such investigations.
4. In the aftermath of an officer involved critical incident, the chief of police shall have exclusive authority to address initial public statements and media commentary surrounding the incident.

E. Revocation of Limited Commission Authority.

The SPD, under the authority of the Chief of Police, can revoke the commission of an SRO, at its discretion.

XVIII. LIABILITY

- A. City shall defend, indemnify, and hold SPS harmless for, from, and against any claim or cause, including defense costs and fees, and satisfaction of settlement, or judgment thereon, asserted against SPS which is solely based on the alleged fault of City or an SRO in the course of its, his, or her performance of law enforcement functions as described in this Agreement, to include without limitation any claim or cause alleging negligent, improper, or unlawful grant by SPD of an SRO's commission; training of an SRO by SPD; use of force; search, seizure, or exercise of



law enforcement authority by an SRO; conduct by an SRO deviating from law enforcement training, standards, policy, or procedure.

- B. SPS shall defend, indemnify, and hold City harmless for, from, and against any claim or cause, including defense costs and fees, and satisfaction of settlement or judgment thereon, asserted against City which is solely based on the alleged fault of SPS or an SRO in the course of its, his, or her performance of any of SPS's obligations under this Agreement or within the scope of an SRO's employment functions as described in this Agreement.
- C. If a claim or cause is asserted against either or both SPS and/or City based on allegations that are reasonably susceptible to a finding of dual, overlapping, concurrent, or in-concert fault of both SPS, City, and/or SPD or of breaches by SPS, City, and/or SPD of their respective duties as described in this Agreement, then SPS and City shall each separately satisfy any settlement or judgment payment responsibility to the extent, only, of its own separable and allocable percentage share of fault for the claimant's/plaintiff's damages; and in such event SPS and City each shall, at its own respective expense, fund attorney fees and costs in defense of and to the extent of its own separable and allocable exposure to satisfaction of such judgment or settlement on such claim or cause.

**XIX. ADMINISTRATION AND ASSISTANCE.**

The administration of this Agreement shall be performed by the SPD designated Lieutenant who shall provide assistance and guidance to SPS necessary for the performance of this Agreement.

**XX. TERM OF AGREEMENT.**

This Agreement takes effect on June 01, 2015 and ends December 31, 2017, when it will be reviewed and updated or extended by mutual agreement. Either City or SPS may initiate discussions to amend or modify this Agreement or any of its terms at an earlier date. Either party may terminate the Agreement with ninety (90) days written notice to the other party.

**XXI. AGREEMENT MODIFICATION.**

This Agreement may be amended or modified by mutual agreement of the Parties. Such amendments shall not be binding unless they are in the same formality of this Agreement; in writing and signed by personnel authorized to bind each of the Parties and the Chief of Police.


XXII. ALL WRITINGS CONTAINED HEREIN.

This Agreement is merged and fully integrated, it contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. All prior memos, emails and other writings on this matter are null and void.

XXIII. RCW 39.34 REQUIRED CLAUSES.

- A. Purposes. See Section No. II above.
- B. Duration. See Section No. XX above.
- C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties: See provisions above.
- E. Agreement to be filed with the City of Spokane City Clerk's Office, 808 W. Spokane Falls Blvd., Spokane, WA 99201.

SPOKANE POLICE DEPARTMENT

  
Frank G. Straub Jr.  
Chief of Police

5/11/15  
Date

SPOKANE PUBLIC SCHOOL DISTRICT NO. 81

  
Dr. Shelley Redinger  
Superintendent

5/14/15  
Date

CITY OF SPOKANE

  
David A. Condon  
Mayor

5/14/15  
Date

  
Nancy Isserlis  
City Attorney

5/14/15  
Date

Agreement re "School Resource Officer Commission"  
May 8, 2015

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This Agreement is merged and fully integrated, it contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. All prior memos, emails and other writings on this matter are null and void.

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- A. Purposes. See Section No. II above.
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- D. Responsibilities of the Parties: See provisions above.
- E. Agreement to be filed with the City of Spokane City Clerk's Office, 808 W. Spokane Falls Blvd., Spokane, WA 99201.

SPOKANE POLICE DEPARTMENT

  
\_\_\_\_\_  
Frank G. Straub Jr.  
Chief of Police


5/11/15  
\_\_\_\_\_  
Date

SPOKANE PUBLIC SCHOOL DISTRICT NO. 81

  
\_\_\_\_\_  
Dr. Mark Anderson  
Associate Superintendent

5-14-15  
\_\_\_\_\_  
Date

CITY OF SPOKANE

  
\_\_\_\_\_  
David A. Condon  
Mayor

5/14/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Nancy Isserlis  
City Attorney

5/14/15  
\_\_\_\_\_  
Date

Agreement re "School Resource Officer Commission"  
May 8, 2015

**Briefing Paper  
City of Spokane  
Spokane Police Department/Public Safety Committee  
School Resource Officer Commission  
May 18, 2015**

---

**Subject**

A modification to the current Limited Commission granted by the Chief of Police allowing School Resource Officers employed by the Spokane Public Schools to be armed, and establishing mandatory training requirements and SPD supervisory support.

**Background**

For a number of years, school resource officers (SROs) employed by the Spokane Public Schools have been empowered by the Chief of Police with a special police officer commission (also known as a “limited commission”) to fulfill many law enforcement functions on school campuses. In the wake of national attention surrounding school shootings, efforts have been made across the country to increase supports surrounding school safety and security and to equip school personnel with the tools necessary to protect students and staff. Consistent with this purpose, the Spokane Public Schools and the Spokane Police Department have reached an agreement which would allow SRO’s to carry firearms.

**Impact**

The impact of this modification to what will now be referred to as “The School Resource Officer Commission” is increased emergency preparedness and security on school campuses with excellent collaboration and communication with the Spokane Police Department. Under this agreement, SROs will work more closely with SPD, receive more firearms training and have more authority to respond to emergent situations which will directly benefit students and staff. An SPD supervisory Sergeant will be in assigned full time to SPS.

**Action**

This action consists of modifying the School Resource Officer Commission, which will increase security on school campuses by allowing SROs to carry firearms and receive enhanced training and supervision from SPD.

Approve

**Funding**

Reimbursement from SPS for an SPD sergeant’s annual salary  
From MOU signature to August 31, 2015 - \$90,000.00  
From September 1 2015 - \$125,000.00

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

06/01/2015

<u>Date Rec'd</u>	5/11/2015
<u>Clerk's File #</u>	OPR 2011-0535
<u>Renews #</u>	OPR 2011-0535
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	SARAH LYND 509.625.4056
<u>Contact E-Mail</u>	SLYNDS@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0680 AOT-FALSE ALARM CONTRACT EXTENSION

**Agenda Wording**

Contract extension with AOT/PSC for the administration of the False Alarm Program. The estimated revenue is \$285,000 for the one-year term from July 1, 2015 to June 30, 2016.

**Summary (Background)**

The current contract between AOT/PSC and the City of Spokane expires on June 30, 2014. The contract allows for three one-year extensions. This extension would be the third. The Police Department responds to 7000 alarm calls annually. Approximately 98% of these alarms are false. This results in the commitment of over 8,000 man-hours in SPD resources. AOT/PSC identifies the false alarms and recovers costs from responsible parties. AOT/PSC has provided this service to the City of Spokane for 8yrs.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Revenue \$ 285,000	# 0680-11100-28100-33828
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	STRAUB, FRANK	<u>Study Session</u>	Public Safety 5.18.15
<u>Division Director</u>	DOBROW, RICK	<u>Other</u>	
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	cwahl	
<u>For the Mayor</u>	SANDERS, THERESA	slynds	
<u>Additional Approvals</u>		jgoldman	
<u>Purchasing</u>		mmartinez	
		achirowamangu	
		ewade	
		contractaccounting	

**Briefing Paper**  
**City of Spokane**  
**AOT/PSC – Contract Extension**  
**Police Department – Council Briefing Session**  
**May 18, 2015**

---

**Subject**

Contract extension with AOT/PSC for the administration of the False Alarm Program. The estimated revenue is \$285, 000 for the one-year term from July 1, 2015 through June 30, 2016.

**Background**

The current contract between AOT/PSC and the City of Spokane expires on June 30, 2014. The current contract allows for three one-year extensions. This extension would be the third extension being exercised. AOT/PSC has provided the Police Department for the last eight years with this service and revenue.

**Impact**

The False Alarm Program has substantial revenue impacts on the general fund. The Police Department responds to over 7,000 alarm calls annually. Approximately, 98% of these alarms are false, resulting in the commitment of over 8,000 man-hours in Police Department resources to those alarms. This program will identify false alarm problems and hold alarm companies and their customers accountable through annual registration and an assessment of cost recovery fees to reimburse the expense of responding to false alarms.

**Action**

Approve third contract extension beginning July 1, 2015 through June 30, 2016, unless terminated earlier.

**Funding**

This is revenue to the general fund of approximately \$19,000 to \$35,000 a month.

CONTRACT EXTENSION

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

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

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

WHEREAS, the parties wish to extend the Contract, and

The parties agree as follows:

1. DOCUMENTS. The contract dated May 23, 2011 and May 27, 2011, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EFFECTIVE DATE. This Contract Extension shall become effective on July 1, 2015 and end June 30, 2016.
3. COMPENSATION. The City will receive 78.5% of revenues collected by the vendor. The vendor will retain 21.5% for services rendered under this Contract Extension.

Dated: \_\_\_\_\_

CITY OF SPOKANE

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

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

Attest:

Approved as to form:

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

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

Dated: \_\_\_\_\_

AOT PUBLIC SAFETY CORPORATION

E-Mail address, if available:

\_\_\_\_\_

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

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

14-466



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

06/01/2015

<u>Date Rec'd</u>	5/14/2015
<u>Clerk's File #</u>	OPR 2015-0437
<u>Renews #</u>	

<u>Submitting Dept</u>	INTEGRATED CAPITAL MGMT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MARCIA DAVIS 625-6398	<u>Project #</u>	2011085
<u>Contact E-Mail</u>	MDAVIS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	4250 - DOE VOLUNTARY CLEANUP PROGRAM GRANT AGREEMENT		

Agenda Wording

Washington State Department of Toxic Cleanup Remedial Action Grant Agreement TCPRA-2014-Spokane-0035 for East Sprague CSO Basin 33-2 Control Facility.

Summary (Background)

Excavation of the East Sprague Combined Sewer Overflow Control Facility 33-2 unearthed an unanticipated Brownfield of contaminated soils. The City of Spokane has entered into the Department of Ecology's Voluntary Cleanup Program. This Independent Remedial Action Grant will help recover costs incurred in characterizing the extent of contamination and cleaning up the site. Thus far, crews have filtered and removed the encountered ground water along with removing significant contaminated soils

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ 300,000.00	#	4370 43416 35090 33431 10033
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 5/11/15
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	mhughes@spokanecity.org	
Additional Approvals		mdavis@spokanecity.org	
<u>Purchasing</u>		jahensley@spokanecity.org	
		kbrooks@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

and are properly disposing of the contamination. This cleanup work is progressing with the construction of the CSO 33-2 Control Facility.

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



## Agreement TCPRA-2014-Spokane-00035

### Toxics Cleanup Remedial Action Grant Program AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

City of Spokane

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and City of Spokane, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

### GENERAL INFORMATION

Project Title:	East Sprague Combined Sewer Overflow Control Facility 33-2
Total Cost:	\$600,000.00
Total Eligible Cost:	\$600,000.00
Ecology Share:	\$300,000.00
Recipient Share:	\$300,000.00
The Effective Date of this Agreement is:	08/11/2014
The Expiration Date of this Agreement is no later than	12/31/2015
Project Type:	Independent Remedial Action - Periodic
Reimbursement	

#### Project Short Description:

Excavation of the East Sprague Combined Sewer Overflow Control Facility 33-2 also known as CSO 33-2, has unearthed unanticipated contaminated soils. The City of Spokane has entered into the Department of Ecology's Voluntary Cleanup Program. This application for an Independent Remedial Action Grant will help recover costs incurred in characterizing the extent of contamination and cleaning up the site for its desired reuse.

#### Project Long Description:

Excavation of the East Sprague Combined Sewer Overflow Control Facility 33-2 also known as CSO 33-2, has unearthed unanticipated contaminated soils. The City of Spokane has entered into the Department of Ecology's Voluntary Cleanup Program. This application for an Independent Remedial Action Grant will help recover costs incurred in characterizing the extent of contamination and cleaning up the site for its desired reuse.

Excavation began fall of 2014 and was expected to be substantially complete by fall 2015. After encountering the contamination and subsequently entering into the Voluntary Cleanup Program, change orders for work to be

conducted and timelines are under negotiation.

The Voluntary Cleanup Program application noted that the prior uses of the site were automotive in nature., including Service/gasoline station and a car wash. There are records of known gasoline fuel tanks. In February 1988, tanks 1, 2 and 3 of 4,000 gallons each, installed in August of 1953 were removed. The status of tank 4, another 4,000-gallon tank installed in July 1974, is unknown. However, with the extensive excavation underway it is assumed the status of tank 4 will be confirmed. In September 2010, a 20,000-gallon tank, installed in October 1997, was removed. Records do not identify any past known releases from any of these tanks.

After encountering contamination , soil and water testing has begun. So far, soil test results show Benzo(a)pyrene, Ethylbenzene, Naphthalene, Benzene, Xylene, Cadmium and Lead above cleanup levels. Groundwater test results show Arsenic and Lead also above cleanup levels; while Benzene, Cadmium and Chromium are at below cleanup levels.

Thus far, crews have filtered and removed the encountered ground water and have excavated and properly disposed of contaminated soils. Work is progressing to identify the total depth and extent of the contamination. To characterize the site and to determine the extent of the contamination we will be digging test pits, taking soil samples and performing further tests as needed. We will be working to understand what more will need to be done to accomplish the desired reuse. It is desired to have a green play field and garden above the active CSO tank. Remediation will include but will not be limited to the removal of contaminated soils to the depth of installed CSO tank. In the end, the CSO tank will be placed below grade and upon clean soils. Only clean fill material will be used around the tank and to bring the ground level back to grade. Because of the desired above ground use, it is anticipated that any necessary soil cap will also include clean fill material. Remaining soil contamination may be consolidated in the area west of the tank, if feasible.

Since characterization has just started, the extent of the contamination is not yet fully known. If capping of the site becomes required, a soil cap of clean fill material is most desirable as it allows for the most flexibility in potential reuse. As the Voluntary Cleanup of the site progresses, we are working with Ecology to meet cleanup requirements and allow for beneficial reuse. It is assumed, many more specifics will become known as the cleanup and characterization progresses through summer 2015.

After this work is completed, a restrictive covenant as part of the property title will be added to these parcels to limit future activities, such as stormwater infiltration, excavation, or other activities deemed unsuitable by the characterization.

#### Overall Goal:

The overall goal of this project is to clean up contaminated soils to reduce the risk at this site and allow for a safe and productive reuse of the site. The City has already begun this process of assessing site subsurface soils and groundwater, and then disposing of them appropriately. The City will address the contaminated soils through either removal and disposal, or on-site consolidation.

The City anticipates reusing the site both on the surface and below ground. The anticipated surface uses are a landscaped public green space, possible play field and/or public garden. Below ground, East Sprague Combined Sewer Overflow Control Facility 33-2 (CSO 33-2) will reduce combined sewer overflows to the Spokane River.

## RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280

DUNS Number: 057531253

Mailing Address: 808 W. Spokane Falls Boulevard  
Spokane, WA, 99201

Physical Address: 808 W. Spokane Falls Boulevard  
Spokane, Washington, 99201-3343

Organization Fax: (509) 343-5760

## Contacts

<b>Project Manager</b>	Marcia Davis Senior Engineer  808 W. Spokane Falls Blvd Spokane, Washington, 99201-3343 Email: mdavis@spokanecity.org Phone: (509) 625-6398
<b>Billing Contact</b>	Kevan Brooks Accountant II  808 W Spokane Falls Blvd, Spokane, Washington, 99201 Email: kbrooks@spokanecity.org Phone: (509) 625-6045
<b>Authorized Signatory</b>	David A Condon Mayor  808 W Spokane Falls Blvd. Spokane, Washington, 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250

## ECOLOGY INFORMATION

Mailing Address: Department of Ecology  
Toxics Cleanup  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Toxics Cleanup  
300 Desmond Drive  
Lacey, WA 98503

## Contacts

<b>Project Manager</b>	Dan Koroma  P.O. Box 47600 Olympia, Washington, 98504-7600 Email: dkor461@ecy.wa.gov Phone: (360) 407-7187
<b>Financial Manager</b>	Dan Koroma  P.O. Box 47600 Olympia, Washington, 98504-7600 Email: dkor461@ecy.wa.gov Phone: (360) 407-7187

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

**Washington State  
Department of Ecology**

**City of Spokane**

\_\_\_\_\_  
Program Manager

Date

Jim Pendowski

Toxics Cleanup

\_\_\_\_\_  
David A Condon

Date

Mayor

## SCOPE OF WORK

Task Number: 1 **Task Cost: \$60,000.00**

Task Title: Assessment and Remedial Investigations (J003)

### Task Description:

Excavation of the East Sprague Combined Sewer Overflow Control Facility 33-2 also known as CSO 33-2 unearthed unanticipated contaminated soils. After encountering contamination, soil and water testing has begun. So far, soil test results show Benzo(a)pyrene, Ethylbenzene, Naphthalene, Benzene, Xylene, Cadmium and Lead above cleanup levels. Groundwater test results show Arsenic and Lead also above cleanup levels; while Benzene, Cadmium and Chromium are at below cleanup levels.

Thus far, crews have filtered and removed the encountered ground water and have excavated and properly disposed of contaminated soils. Work is progressing to identify the total depth and extent of the contamination. To characterize the site and to determine the extent of the contamination we will be digging test pits, taking soil samples and performing further tests as needed.

### Task Goal Statement:

To characterize the site and to determine the extent of the contamination. Remediation will include but will not be limited to the removal of contaminated soils to the depth of installed CSO tank. In the end, the CSO tank will be placed below grade and upon clean soils. Only clean fill material will be used around the tank and to bring the ground level back to grade. Because of the desired above ground use, it is anticipated that any necessary soil cap will also include clean fill material. Remaining soil contamination may be consolidated in the area west of the tank, if feasible.

### Task Expected Outcome:

A Remedial Investigation and Feasibility report that will provide a better understanding to the Recipient regarding the extent of contamination at the site.

Recipient Task Coordinator: Marcia Daves

### **Assessment and Remedial Investigations (J003)**

#### **Deliverables**

Number	Description	Due Date
1.1	A Feasibility Study Report	



## SCOPE OF WORK

Task Number: 2 Task Cost: \$540,000.00

Task Title: Cleanup Construction (J006)

### Task Description:

The City will address the contaminated soils through either removal and disposal, or on-site consolidation. Remediation will include but will not be limited to the removal of contaminated soils to the depth of installed CSO tank. In the end, the CSO tank will be placed below grade and upon clean soils. Only clean fill material will be used around the tank and to bring the ground level back to grade. Because of the desired above ground use, it is anticipated that any necessary soil cap will also include clean fill material. Remaining soil contamination may be consolidated in the area west of the tank, if feasible. If capping of the site becomes required, a soil cap of clean fill material is most desirable as it allows for the most flexibility in potential reuse. As the Voluntary Cleanup of the site progresses, we are working with Ecology to meet cleanup requirements and allow for beneficial reuse. After this work is completed, a restrictive covenant as part of the property title will be added to these parcels to limit future activities, such as stormwater infiltration, excavation, or other activities deemed unsuitable by the characterization.

### Task Goal Statement:

To clean up contaminated soils to reduce the risk at the site and allow for a safe and productive reuse of the site.

### Task Expected Outcome:

A clean site that the City can reuse both on the surface and below ground. the anticipated surface uses are a landscaped public green space, possible play field and/or public garden. Below ground, East Sprague Combined Sewew Overflow Control Facility 33-2 (CSO 33-2) will reduce combined sewer overflows to the Spokane River.

Recipient Task Coordinator: Marcia Davis

### **Cleanup Construction (J006)**

#### **Deliverables**

Number	Description	Due Date
2.1	A Cleanup Report of the CSO 33-2 site.	

## BUDGET

### Funding Distribution EG150141

Funding Title: Local Toxics Control Account  
Funding Type: grant Funding Expiration Date: 12/31/2015  
Funding Effective Date: 08/11/2014  
Funding Source:  
Title: LTCA – Local Toxics Control Account  
Type: State  
CFDA:  
Assistance Agreement:  
Description:

Recipient Match %: 50  
InKind Interlocal Allowed: No  
InKind Other Allowed: No  
Is this Funding Distribution used to match a federal grant? No

Local Toxics Control Account	Task Total
Assessment and Remedial Investigations (J003)	\$ 60,000.00
Cleanup Construction (J006)	\$ 540,000.00

**Total: \$ 600,000.00**

### **Funding Distribution Summary**

#### **Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
Local Toxics Control Account	50.00 %	\$ 300,000.00	\$ 300,000.00	\$ 600,000.00
<b>Total</b>		<b>\$ 300,000.00</b>	<b>\$ 300,000.00</b>	<b>\$ 600,000.00</b>

### **AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

### **SPECIAL TERMS AND CONDITIONS**

### **GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

#### **CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or

contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

#### Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov>.

## **GENERAL TERMS AND CONDITIONS**

### **1. ADMINISTRATIVE REQUIREMENTS**

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

### **2. AMENDMENTS AND MODIFICATIONS**

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

### **3. ARCHAEOLOGICAL AND CULTURAL RESOURCES**

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@des.wa.gov](mailto:payeehelpdesk@des.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.

- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement 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.

#### 8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's

decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

#### 11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

#### 12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

#### 13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

#### 14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

#### 15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

#### 16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.



Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any provisions or terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

#### 18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement. Steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

#### 19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.



## 20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  - a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  - b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
  - g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

## 24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

## 26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post consumer recycled paper.

For more suggestions visit ECOLOGY's web pages: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp> and Sustainability, [www.ecy.wa.gov/sustainability](http://www.ecy.wa.gov/sustainability).

## 27. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

### c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

**BRIEFING PAPER**  
**Public Works Committee**  
**Integrated Capital Management**  
**May 11, 2015**

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**Subject**

Washington State Department of Toxic Cleanup Remedial Action Grant Agreement for East Sprague CSO Basin 33-2 Control Facility

**Background**

Excavation of the East Sprague Combined Sewer Overflow Control Facility 33-2 unearthed an unanticipated Brownfield of contaminated soils. The City of Spokane has entered into the Department of Ecology's Voluntary Cleanup Program. This Independent Remedial Action Grant will help recover costs incurred in characterizing the extent of contamination and cleaning up the site for desired use. Thus far, crews have filtered and removed the encountered ground water along with removing significant contaminated soils and properly disposing of the contamination. This cleanup work is progressing with the construction of CSO 33-2 Control Facility.

**Impact**

Funding from Department of Ecology Grant will fund the cost of cleaning up the site. The funds will be used to recover cost already incurred as well as cleanup cost associated with continued construction.

**Action**

Council Approval of the Resolution to accept Department of Ecology Grant Agreement

**Funding**

Grant Amount is \$300,000. The City's share is \$300,000.

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

06/01/2015

<u>Date Rec'd</u>	5/19/2015
<u>Clerk's File #</u>	OPR 2015-0438
<u>Renews #</u>	

<u>Submitting Dept</u>	PLANNING & DEVELOPMENT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	TAMI PALMQUIST 625-6157	<u>Project #</u>	
<u>Contact E-Mail</u>	TPALMQUIST@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0650 - MULTI-FAMILY HOUSING - TEN TALENTS, LLC		

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with Ten Talents, LLC for a 14 unit apartment building at 806 North Monroe Street.

Summary (Background)

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u><b>Dept Head</b></u>	MEULER, LOUIS	<u><b>Study Session</b></u>	
<u><b>Division Director</b></u>	SIMMONS, SCOTT M.	<u><b>Other</b></u>	PCED 5/18/15
<u><b>Finance</b></u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u><b>Legal</b></u>	PICCOLO, MIKE	lhattenburg@spokanecity.org	
<u><b>For the Mayor</b></u>	SANDERS, THERESA	mpiccolo@spokanecity.org	
<u>Additional Approvals</u>		lmeuler@spokanecity.org	
<u><b>Purchasing</b></u>		mhughes@spokanecity.org	
		abrast@spokanecity.org	
		htrautman@spokanecity.org	

MULTIPLE FAMILY HOUSING PROPERTY  
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Ten Talents, LLC, as "Owner" whose business address is P. O. Box 1199, Veradale, Washington 99037.

WITNESSETH:

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

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

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

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

JENKINS D P ALL L6-7 W 1/2 L8 B3.

Assessor's Parcel Number(s) 35182.4405, commonly known as 806 North Monroe Street, Spokane, Washington 99201

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

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes..
3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

DATED this 13<sup>th</sup> day of May, 2015

CITY OF SPOKANE

TEN TALENTS, LLC

By: \_\_\_\_\_  
Mayor, David A. Condon

By: Thomas M. Get. Manager  
Its: Manager

Attest:

Approved as to form:

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

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



STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

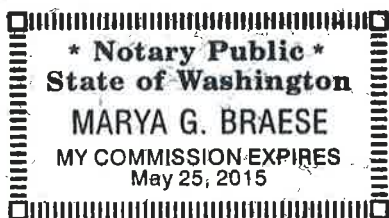
\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at Spokane

My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this 13<sup>th</sup> day of May, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Susan M. Agce, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13<sup>th</sup> day of May, 2015.



Marya G. Braese  
\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at Spokane

My commission expires May 25, 2015

**BRIEFING PAPER**  
**City of Spokane**  
**MFTE Incentive Program / Planning and Development**  
**May 18<sup>th</sup>, 2015**

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**Subject:**

A Multi-Family Tax Exemption Conditional Contract for a 14-unit apartment building at 806 N Monroe.

**Purpose:**

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. The City has received an application from Ten Talents, LLC, for a project consisting of approximately 14 multiple family housing units at 806 N Monroe. The staff has reviewed the application and determined that it meets the requirements of Chapter 8.15 SMC and qualifies for the tax exemption. This contract authorizes the appropriate city official to enter into the attached Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

**Details:**

Ten Talents, LLC

MFTE target area: Downtown

Qualifying parcel: 35182.4405

Units: 14 units, (2 studios, 4 2-bedrooms, 8 1-bedrooms)

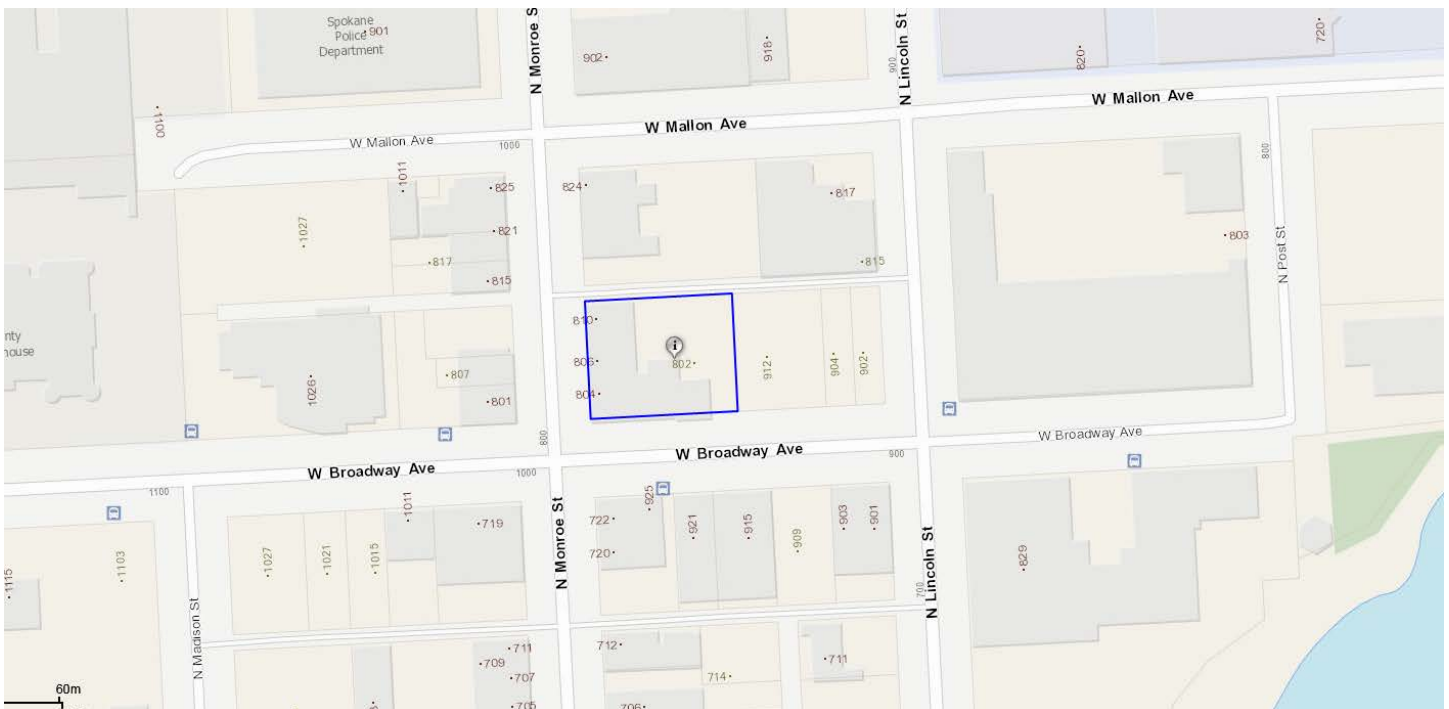
Total Square Footage: 12,800 square feet

Average Sq Ft: 600 square feet

STA Routes: 21, 22, 23, 24, 124, 1

Affordable: not attempting to meet affordable rate

**Project Area Map:**



For more information contact: Ali Brast, 509-625-6638, [abrast@spokanecity.org](mailto:abrast@spokanecity.org)  
Planning & Development Services Department

### **STA Routes:**



### **Recommendation:**

Pursuant to SMC 08.15.060, the city council certifies the qualified property owner for this property tax exemption. This contract will be brought forward to City Council in the next few weeks.

For more information contact: Ali Brast, 509-625-6638, [abrast@spokanecity.org](mailto:abrast@spokanecity.org)  
Planning & Development Services Department

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

06/01/2015

<u>Date Rec'd</u>	5/20/2015
<u>Clerk's File #</u>	OPR 2015-0439
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES
<u>Contact Name/Phone</u>	DAN KEGLEY X7821
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4100 - 15-483A FINAL VERA & CITY SPOKANE WATER INTERLOCAL AGREEMENT

**Agenda Wording**

Interlocal agreement for Reciprocal Training. The City of Spokane and Vera Water and Power both provide safe potable water and have a mutual need to further the professional development of their employees.

**Summary (Background)**

The City and Vera Water and Power both provide safe potable water and have a mutual need to further the professional development of their employees to address the elevating levels of knowledge and expertise being required by the Washington State Department of Health, Labor and Industry Standards and the industry's best practices. The employee's employer shall be solely responsible for payment of all expenses; including salary, overtime, premium pay, and per diem travel expenses,

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

<u>Approvals</u>	<u>Council Notifications</u>
<b><u>Dept Head</u></b>	KEGLEY, DANIEL
<b><u>Division Director</u></b>	ROMERO, RICK
<b><u>Finance</u></b>	SALSTROM, JOHN
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH
<b><u>For the Mayor</u></b>	SANDERS, THERESA

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

**Study Session****Other**

PWC 5/11/15

**Distribution List**

dkegley

acline

**City of Spokane and Vera Water & Power**

**INTERLOCAL AGREEMENT for RECIPROCAL TRAINING**

**THIS INTERLOCAL AGREEMENT** is between the **CITY OF SPOKANE Water Department**, a Washington State municipal corporation, having offices for the transaction of business at 914 East North foothills Drive Spokane, Washington 99207, hereinafter referred to as “City”, and **VERA WATER & POWER**, an Irrigation District operated under Chapter 87 of the revised code of the State of Washington, having offices for the transaction of business at 601 North Evergreen Road, Spokane Valley, Washington 99037, hereinafter referred to as “Vera”, jointly hereinafter referred to as the "Parties, and individually a “Party”.

WHEREAS, the City and Vera both provide safe potable water and have a mutual need to further the professional development of their employees; and

WHEREAS, to address the elevating levels of knowledge and expertise being required by the Washington State Department of Health, Labor and Industry Standards, and the industry’s best practices, there is a need for such a program to produce safer, more versatile and experienced employees for both Vera Water & Power and Spokane Water Department; and

WHEREAS, RCW 39.34 authorizes entities in the State of Washington to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, it is beneficial to both Parties to develop a reciprocal training program in that participating employees from each entity will be exposed during assignment at the training entity to aspects of water work not readily available from the employee's employer.

The Parties agree to the following:

1. **TERM:** This Agreement shall begin on June 1<sup>st</sup> 2015 and run until December 31<sup>st</sup> 2016. This Agreement may be renewed annually thereafter upon mutual agreement of the Parties.
2. **PROCEDURES:** Either Party may request training from the other Party. In a mutually agreed upon time line that fits the operational needs of the Parties, the training will be scheduled. The requesting employer will provide in writing the training objectives, and at the conclusion of the training, the training agency will provide documentation on what the employee accomplished during the training.

- a. In the event of an emergency, the employing agency may request that the employee be returned to meet the need of their department. The employee may be moved from his training plan to assist the training agency in their emergency if the crew with whom they are engaged in training is required to respond to the emergency.
  - b. Either Party may terminate this Agreement upon sixty (60) calendar days' written notice to the other Party.
3. COMPENSATION: The employee's employer shall be solely responsible for payment of all expenses; including salary, overtime, premium pay, and per diem travel expenses, which are incurred by the employee during the training period and which are properly reimbursable in accordance with the applicable policies of the employer. The training agency will not have claim to, or be held liable for any added costs incurred during the training.
4. LIABILITY:
  - a. Each Party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its directors, its agents or its officers. Neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a Party to this Agreement.
  - b. 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.
  - c. 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's or employee's negligence.
  - d. Each Party's duty to indemnify shall survive the termination or expiration of this Agreement. Each Party waives, with respect to the other Party only, its immunity under Chapter 51 of the Revised Code of Washington ("RCW"), "Industrial Insurance." THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.
5. INSURANCE: During the term of the Agreement, the Parties shall maintain in force at their own expense the following insurance coverage(s):
  - a. Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers.
  - b. General Liability Insurance on an occurrence basis, with a combined single limit, of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement.
  - c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage owned, hired or non-owned vehicles.

- d. As evidence of the insurance coverages required by this Agreement, each Party shall furnish an acceptable insurance certificate to the other Party at the time they return the signed Agreement.
6. **ENTIRE AGREEMENT**: This written Agreement constitutes the entire understanding of the Parties. There are no promises, terms, conditions or obligations other than those written herein.
7. **RCW 39.34 REQUIRED CLAUSES**
- A. **Purpose**: See above provisions of the Agreement.
- B. **Duration**: See Section No. 1 of the Agreement.
- C. **Separate Legal Entity**: It is the intent of the parties that this Agreement does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030.
- D. **Responsibilities of the Parties**: See Section No. 2 of the Agreement.
- E. **Agreement to be Filed**: The City shall file this Agreement with its City Clerk. The OTHER ENTITY shall file this Agreement or place it on its web site or other electronically retrievable public source.
- F. **Financing**: Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **Termination**: See Section No. 2 of the Agreement.
- H. **Disposal of Property Upon Termination**: All property acquired during the term of this MOU will remain the property of the entity whom was responsible for payment. In the case of mutual contribution towards property purchase, one (1) entity may buy out the other contributing entity at current fair market value of the property.

**CITY OF SPOKANE:**

**VERA WATER & POWER**

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

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

\_\_\_\_\_  
Dan Kegley  
Director, Water Department

\_\_\_\_\_  
Todd Henry  
Director of Operations

\_\_\_\_\_  
City Clerk - Attest

\_\_\_\_\_  
City Attorney – Approved as to form

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

06/01/2015

<u>Date Rec'd</u>	5/20/2015
<u>Clerk's File #</u>	OPR 2015-0440
<u>Renews #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN KEGLEY X7821	<u>Project #</u>	
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG	<u>Bid #</u>	4134-15
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR15514
<u>Agenda Item Name</u>	4100 - 2015 UTILITY CUT SIDEWALK REPAIR PROGRAM		

**Agenda Wording**

2015 Utility Cut Sidewalk Repair Program. New contact with Cameron-Reilly, LLC for the Utility Cut Sidewalk Repair for the Wastewater and Water Departments, as well as other City Departments to use as needed for one year.

**Summary (Background)**

On April 27, 2015, sealed bids were opened to provide on-demand Utility Cut Sidewalk Repair for use by City Utility Departments. Two Bids were received with Cameron-Reilly LLC being the lowest. The average annual amount of the contract for the last four years was approximately \$60,000.00 which will be the value of this contract. An additional 20% administrative reserve is recommended to cover fluctuations of seasonal expenses. This contract may be extended for 3 additional 1 one-year periods.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 48,000.00	# 4100-42420-34145-54809-99999
Expense \$ 24,000.00	# 4310-43100-35145-54809-99999
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u><b>Dept Head</b></u>	KEGLEY, DANIEL	<u><b>Study Session</b></u>	
<u><b>Division Director</b></u>	ROMERO, RICK	<u><b>Other</b></u>	PWC 5/11/2015
<u><b>Finance</b></u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u><b>Legal</b></u>	WHALEY, HUNT	acline	
<u><b>For the Mayor</b></u>	SANDERS, THERESA	dkegley darnold	
<u>Additional Approvals</u>		mlowdon	
<u><b>Purchasing</b></u>	PRINCE, THEA	kjohnson	
		mlesesne	
		kbrooks	
		nnewcomb	



**CITY OF SPOKANE**  
**REQUEST FOR PUBLIC WORKS BID**  
**USING**  
**AIA FORM A201 – 2007**  
**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**  
**REVISED MARCH 18, 2014**

## INSTRUCTIONS TO BIDDERS

### 1. **BID PREPARATION.**

#### A. **PREPARATION OF BIDS.**

Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by authorized person of the bidder's firm. Errors may be crossed out with corrections printed in ink or typewritten adjacent and initialed in ink by the person signing the bid. If the bid contains any omission, erasures, alterations, additions, or items not called for in the proposal, or contains irregularities of any kind, it may constitute sufficient cause for rejection. Corrections and/or modifications received after bid opening will not be accepted.

#### B. **PREPARATION OF ENVELOPE.**

Place the completed bid in a sealed envelope. On the front of the envelope, clearly note if it contains the original or a copy and mark with the following wording:

"SEALED BID - IMPORTANT"  
NAME OF PROJECT  
OPENING DATE AND TIME  
COMPANY NAME

### 2. **SUBMISSION OF BIDS.**

Submit Two (2) copies (original and one (1) copy) of the bid by 1:00 PM on MONDAY, APRIL 27, 2015 to:

Purchasing  
City of Spokane  
4<sup>th</sup> Floor – City Hall  
808 West Spokane Falls Boulevard  
Spokane, WA 99201-3316

The City of Spokane is not responsible for bids delivered late. It is the responsibility of the Bidder to be sure the bids are sent sufficiently ahead of time to be received no later than 1:00 p.m. on the bid opening date. City Hall is now a secured building. If the Bidder is hand delivering a bid, note that additional time is required to sign in and gain entrance to the building.

Sealed bids will be opened at 1:15 p.m., APRIL 27, 2015 in the Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

NOTE: Sealed bids will not be accepted by fax or email.

### 3. **BIDDERS' REPRESENTATION.**

Each bidder by making its bid represents that it has read and understands the bidding documents. Each bidder by making its bid represents that it has visited the site and familiarized itself with the local conditions under which the work is to be performed.

### 4. **SUBSTITUTIONS.**

A. Each bidder represents that its bid is based upon the materials and equipment

described in the bidding documents.

- B. No substitution will be considered unless written request has been submitted to the City department representative for approval at least five (5) days prior to the date for receipt of bids. Each request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, manufacturer, warranty, availability of qualified and trained installers, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.
- C. If the City department representative approves any proposed substitution, the approval will be set forth in an addendum.

5. **INTERPRETATION.**

If a bidder discovers any errors, discrepancies or omissions in the bid specifications, or has any questions about the specifications, it shall notify the City department representative in writing. Any addenda issued by the City will be incorporated into the contract.

6. **WITHDRAWAL OF BIDS.**

The bidder may make written request to the City for withdrawal of a sealed bid prior to the scheduled opening. Unless otherwise specified, no bid may be withdrawn for a minimum of thirty (30) calendar days after the opening date.

7. **BIDDER PREQUALIFICATION.**

Prior to the award of contract, the apparent successful bidder shall be required to submit evidence of sufficient facilities, equipment, roofing manufacturer certified or trained worker with project experience and financial ability to insure completion of the work, and ability to provide a full service roof warranty, unless waived by the City.

8. **BID SECURITY.**

The bid shall be accompanied by cash, a bid bond, certified or cashiers check payable to the order of the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. As soon as the bid prices have been compared, the City will release the bid security of all except the three (3) lowest responsible bidders. When the construction agreement is signed and returned with executed payment and performance bonds, the other bid security will be released.

9. **AWARD OF CONTRACT.**

Award of contract, when made by the City, will be to the lowest responsive responsible bidder. Unsuccessful bidders will not automatically be notified of results.

10. **RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS**

- A. In accordance with RCW 39.04.380 effective *March 30, 2012* the City of Spokane is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. A nonresident contractor from a state that provides a percentage bid preference means a contractor that: a) is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts; and b) at the time of bidding on a public works project, does not have a physical office located in Washington.

- B. The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed. All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.
- C. This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.

11. **BIDDER RESPONSIBILITY CRITERIA (MANDATORY).**

Before award, the bidder must meet the following mandatory bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:

- A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
- B. Have a current Washington Unified Business Identifier (UBI) number;
- C. If applicable:
  - 1) Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in title 51 RCW;
  - 2) Have a Washington Employment Security Department number, as required in title 50 RCW;
  - 3) Have a Washington Department of Revenue state excise tax registration number, as required in title 82 RCW.
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

12. **BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL).**

A bidder will be deemed not responsible if:

- A. the bidder does not meet the mandatory bidder responsibility criteria in SMC 7.06.500 and RCW 39.04.350(1), as amended; or
- B. the bidder does not meet the supplemental bidder responsibility criteria as shown in these bid specifications. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria.

If a potential bidder believes that the supplemental bidder responsibility criteria will exclude it from bidding, it may request the City to consider modifying the criteria. Any request shall be submitted to the Purchasing Section of the Accounting Department no later than five (5) days before the bid opening. The City shall evaluate any such request, and if a decision is made by the City to modify the criteria, the modification shall be communicated to all bidders and plan holders via the issuance of an addendum to the bidding documents. Likewise, in the event the City decides not to modify the criteria, it will endeavor to notify the requesting bidder of its decision.

As evidence that the Bidder meets the supplemental bidder responsibility criteria, the apparent lowest Bidder shall submit to the City within twenty four (24) hours of the notification time the completed supplementary bidder responsibility form with any required documentation. The City reserves the right to request this documentation from other bidders as well, and to request further documentation as needed to assess the bidder's responsibility.

The basis for evaluation of bidder compliance with the supplemental criteria shall be any documents or facts obtained by the City (whether from the bidder or third parties) which any reasonable owner would rely on for determining compliance. Determinations of responsibility or non-responsibility of a bidder due to the supplemental criteria shall be based on a review of all the supplemental criteria factors as a whole with no single item being determinative.

If the City determines the low bidder does not meet either the mandatory bidder criteria or the supplemental bidder criteria and is therefore not a responsible bidder, the Contracting Agency shall notify the bidder in writing with reasons for the determination. If the bidder disagrees with this determination, it will have a minimum of three (3) business days from receiving the determination to submit additional written information to the City. The City will consider any timely submitted additional information received from the bidder before issuing its subsequent determination. If the bidder disagrees with the City's subsequent determination it may appeal the determination to the Mayor or designee in writing within two (2) business days of receiving the City's determination. If the final appeal affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until at least two (2) business days after the bidder determined to be not responsible has received the final determination.

13. **REJECTION OF BIDS.**

The City reserves the right to reject any or all bids, to waive minor deviations from the specifications, to waive minor informalities in bidding, whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.

14. **CONTRACTOR REGISTRATION.**

The City is prohibited from executing a contract with a contractor who is not registered or licensed as required by state law.

15. **EXECUTION OF CONTRACT.**

Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and payment/performance bonds and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.

16. **PUBLIC WORKS REQUIREMENTS.**

The scope of work for this project constitutes a public work under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, payment/performance bonds and sales tax implications in making their bids.

17. **PROJECT CONTACT.**

The City of Spokane's project contact for the Water Department is:

Name: Ken Johnson  
Department: Water Department  
Phone: 509-625-7862  
Email: [kjohnson@spokanecity.org](mailto:kjohnson@spokanecity.org)

**Rev 3-18-14**

The City of Spokane's project contact for the Sewer Department is:

Name: Michael Lowdon

Department: Sewer

Phone: 509-625-7927

Email: [mldowd@spokanecity.org](mailto:mldowd@spokanecity.org)

## SCOPE OF WORK

### 1. PERFORMANCE.

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described as 2015 Utility Cut Sidewalk Repair

### 2. SCOPE OF WORK

This contract consists of the removal and replacement of damaged curb and gutter sections, cement concrete curbs, approaches and curb ramps all in accordance with these contract provisions and the City Standard Specifications to include:

1. Be responsive to emergencies (usually completed within a twenty-four (24) hour time frame).
2. Use good customer relations and public relations. If there is a question, please contact Ken Johnson, Water Department or Michael Lowdon, Sewer Department.
3. Repair area shall be free from debris. Do not leave any concrete chunks, etc. on the property or the street. Replace temporary asphalt after pouring curb sections.
4. Two schedules for payment – one if the City preps; another if the contractor does prep and pours.
5. Remove forms as soon as possible after concrete is poured and cured.
6. Work closely with and cooperate with Ken Johnson and/or Michael Lowdon depending on which one contacts you regarding work.
7. Contractor to bill the City of Spokane on a monthly basis.

**NOTE REGARDING NEW SPECIFICATIONS:** The City of Spokane is using WSDOT's 2014 Standard Specifications. Bidders should allow sufficient time to familiarize themselves with the WSDOT 2014 specifications prior to bidding the project.

The 2015 Utility Cut Sidewalk Repair is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in schedules A & B for the actual quantities furnished for each item. Quantities are contingent on unknown events that require repairs to existing utilities.

The average annual amount paid on the contract for the last four (4) years is approximately \$60,000.00 so that is what this contract will be set up for.

"Minimum Set Up Fee" as referred to on Schedule A & B is a curb 10 linear feet and smaller and/or sidewalk/driveway 40 square feet or smaller.

This contract may, at the discretion of the City of Spokane and approval by City Council, be extended for three (3) additional one-year periods.

**BID PROPOSAL**

To: Honorable Mayor  
Members of the City Council  
City of Spokane, Washington

**PROJECT:** 2015 Utility Cut Sidewalk Repair

**SCHEDULE A  
USE THIS SCHEDULE FOR CITY-PREPARED SITES**

<u>CLASSIFICATION</u>	<u>UNIT PRICE</u>	<u>UNIT OF MEASURE</u>
Cement Concrete Curb	\$ _____	Linear Foot
Cement Concrete Sidewalk	\$ _____	Square Yard
Cement Concrete Driveway	\$ _____	Square Yard
Exposed Aggregate Concrete	\$ _____	Square Yard
Minimum Set-Up Fee	\$ _____	Each
Quick Service Request (completed w/in 24 hours)	\$ _____	Each

**SCHEDULE B  
USE THIS SCHEDULE FOR CONTRACTOR-PREPARED SITES**

<u>CLASSIFICATION</u>	<u>UNIT PRICE</u>	<u>UNIT OF MEASURE</u>
Remove Cement Concrete or Asphalt S/W & D/W	\$ _____	Square Yard
Remove Existing Curb or Asphalt	\$ _____	Square Yard
Cement Concrete Curb	\$ _____	Linear Foot
Cement Concrete Sidewalk	\$ _____	Square Yard
Cement Concrete Driveway	\$ _____	Square Yard
Exposed Aggregate Concrete	\$ _____	Square Yard
Minimum Set-Up Fee	\$ _____	Each
Quick Service Request (completed w/in 24 hours)	\$ _____	Each



**ADDENDA.**

The undersigned acknowledges receipt of addenda number(s) \_\_\_\_\_ and agrees that their requirements have been included in this bid proposal.

**CONTRACT COMPLETION TIME.**

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work within thirty (30) working days after the project start date is given.

**LIQUIDATED DAMAGES.**

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of 0.00 DOLLARS (\$0.00) per working day until the work is satisfactorily completed.

**BIDDER RESPONSIBILITY.**

Washington State Contractor's Registration No. \_\_\_\_\_  
(must be in effect at time of bid submittal)

U.B.I. Number \_\_\_\_\_

Washington Employment Security Department Number \_\_\_\_\_

Washington Excise Tax Registration Number \_\_\_\_\_

City of Spokane Business License Number \_\_\_\_\_  
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

**BID SECURITY.**

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

**NON-COLLUSION.**

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

**Name of Bidder:** \_\_\_\_\_

\_\_\_\_\_  
*Signature of Bidder's Authorized Representative*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Phone*

**IF INDIVIDUAL**

Signed and Sworn To (or Affirmed) Before Me On \_\_\_\_\_  
*date*

(Seal Or Stamp)

\_\_\_\_\_  
*Signature of Notary Public*

My appointment expires \_\_\_\_\_

**IF PARTNERSHIP**

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On \_\_\_\_\_  
*date*

(Seal Or Stamp)

\_\_\_\_\_  
*Signature of Notary Public*

My appointment expires \_\_\_\_\_

**IF CORPORATION**

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On \_\_\_\_\_  
*date*

(Seal Or Stamp)

\_\_\_\_\_  
*Signature of Notary Public*

My appointment expires \_\_\_\_\_

## SUBCONTRACTOR LIST

**PROJECT NAME:** 2015 UTILITY CUT SIDEWALK REPAIR

**IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST** *(use additional pages if necessary):*

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

\_\_\_\_\_ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

## **MINORITY AND WOMEN'S BUSINESS ENTERPRISE GOALS**

The City of Spokane has established laudatory goals for the procurement of supplies, materials and services, or for subcontracting work for this project from Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) as follows:

**EITHER MBE OR WBE OR A COMBINATION OF BOTH IN THE AMOUNT OF  
THREE PERCENT (3%) OF THE TOTAL PROJECT BID AMOUNT**

The current list of the Washington State Office of Minority and Women's Business Enterprises shall be used for all public works construction projects administered by the City.

**ACHIEVEMENT OF THE ABOVE GOALS IS ENCOURAGED. WHETHER OR NOT THE  
BIDDER ATTAINS THE ABOVE SPECIFIED GOALS WILL NOT BE USED TO DETERMINE  
THE RESPONSIVENESS OF THE BIDDER'S BID PROPOSAL.**

The bidder shall take the following affirmative steps in considering award of subcontracts to the fullest extent possible to qualified minority and women owned businesses:

- (1) including qualified minority and women's businesses on solicitation lists;
- (2) insuring that minority and women's businesses are solicited whenever they are potential sources;
- (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;
- (4) establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;
- (5) using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprise as appropriate.

## MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, it may award subcontracts to or enter into supply agreements with the following firms as indicated *(use additional sheets if necessary)*:

NAME OF MBE/WBE* WA. STATE CERTIFICATION NO.	IDENTIFICATION & VALUE OF SUBCONTRACTS / SUPPLIES
---	--

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

MINORITY BUSINESS SUBCONTRACTING GOAL	\$ _____	MBE TOTAL	\$ _____
--	----------	-----------	----------

WOMEN'S BUSINESS SUBCONTRACTING GOAL	\$ _____	WBE TOTAL	\$ _____
---	----------	-----------	----------

COMBINATION GOAL:	\$ _____	MBE/WBE TOTAL	\$ _____
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\*Designate MBE or WBE

Mr./ Mrs./ Ms. \_\_\_\_\_ has been designated as the liaison officer for the administration of the dollar value of contract work to be performed by MBE/WBE firms.

## BID DEPOSIT

Herewith find the bid deposit in the form of cash, cashier's check or certified check in the amount of \$ \_\_\_\_\_, which is equal to or more than five percent (5%) of the total bid.

Signature \_\_\_\_\_

Deposit returned on \_\_\_\_\_ by \_\_\_\_\_  
(Date) (Name)

## BID BOND

We, \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety,  
are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the

### 2015 UTILITY CUT SIDEWALK REPAIR

according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on \_\_\_\_\_

\_\_\_\_\_  
AS PRINCIPAL

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

A valid POWER OF  
ATTORNEY must  
accompany this bond.

\_\_\_\_\_  
AS SURETY

By: \_\_\_\_\_  
Attorney in Fact

**AIA DOCUMENT A201**  
**"GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION"**

By reference, the printed document "General Conditions of the Contract for Construction, AIA Document A201, 2007 edition, is hereby included and shall be part of the Contract Documents. Copies of AIA Document A201 are available for review at the offices of the Owner. Copies may also be purchased from the American Institute of Architects or its local distributor.

**SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT**

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201, 2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

**ARTICLE 1 - GENERAL PROVISIONS**

**1.1 BASIC DEFINITIONS**

**1.1.1 Change the last sentence in paragraph 1.1.1 to read:**

The Contract Documents include Request for Bids, Instructions to Bidders, Bid Proposal Forms, Bid Bond, Performance Bond, Payment Bond and Contractor's Bid.

**1.1.1 Add the following to paragraph 1.1.1:**

It shall be the responsibility of the Contractor and each subcontractor to appraise themselves of all conditions, limitations and requirements of these documents which are considered a part of each section of each division of this specification as if printed therein.

**1.1.1.2 Add a subparagraph 1.1.1.2 to read:**

Should conflict occur in or between drawings and specifications, Contractor is deemed to have estimated the more expensive way of doing work unless he asked for and obtained written decision by addenda as to which method or materials will be required.

**1.1.1.3 Add a subparagraph 1.1.1.3 to read:**

Where the word "similar" occurs on drawings, it shall be used in its general sense and not as meaning identical, and all details shall be worked out in relationship to their location and their connection to other parts of the work.

**1.1.1.4 Add a subparagraph 1.1.1.4 to read:**

Where used in conjunction with the Architect's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to the limitations of the Architect's responsibilities and duties as specified in the Conditions of the Contract. In no case will "approval" by the



Architect be interpreted as an assurance to the Contractor that the requirements of the contract documents have been fulfilled.

1.1.5 Add the following to paragraph 1.1.5

Where on any drawings a portion of work is drawn out and remainder is indicated in outline, the drawn out parts shall apply also to other like portions of the work. Where detail is indicated by starting only, such details shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work unless otherwise indicated.

Drawings are in general diagrammatic and do not necessarily show complete details of the work, or materials, and do not necessarily show the construction sequence that may affect the Contractor means and methods. The Contractor shall coordinate to sequence the parts to a completed whole.

1.1.6 Add the following to paragraph 1.1.6:

These specifications are of the abbreviated or "streamlined" type and frequently include incomplete sentences. The word "product" includes materials, systems and equipment. The word "selected" means "selected by the Architect". The word "coordinate" means "satisfactorily combine the work of all trades for a complete and operating installation." Words such as "shall", "the Contractor shall", "shall be", and similar mandatory phrases shall be supplied by inference in the same manner as they are in a note on the drawings. The Contractor shall provide all items, articles, materials, and operations listed, including all labor, materials, equipment and incidentals required for their completion.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 Add a subparagraph 1.2.1 to read:

Conflicts in the documents shall be brought to the Architect's attention. In the event of conflicts or discrepancies among the contract documents, interpretations will be made by the Architect in accordance with this principle of complementary relationship among documents, with reference to the following priorities if necessary to reach a conclusion:

- a. Modifications.
- b. Agreement.
- c. National, State and Local Codes and Ordinances.
- d. Supplementary Conditions.
- e. General Conditions of the Contract for Construction.
- f. Project Manual and any Addenda. Addenda of later date take precedence over those of earlier date.
- g. Drawings. Drawings of larger scale and greater detail take precedence over drawings of smaller scale and less detail.

1.2.2 Add the following to Paragraph 1.2.2:

Such organization shall not operate to make the Architect an arbiter to establish subcontract limits between Contractor and Subcontractor.

1.2.4 Add a subparagraph 1.2.4 to read:

Conditions of the Contract shall be read by all prime contractors and by each subcontractor or sub-subcontractor and shall be considered a part of each section of the Technical Specifications. Provisions of Contract Documents are binding on the contractors, subcontractor and sub-subcontractors for all work shown or indicated on the original Contract Documents plus any additional work authorized by change order, interpretation or field orders.

1.2.5 Add a subparagraph 1.2.5 to read:

The Contractor shall notify the Architect of any condition he finds where, in his judgment, it will be desirable to modify the requirements to produce the best results. If the Contractor fails to make such request, it is deemed to have accepted the specified and/or detailed method of installation as being adequate to produce first class, satisfactory work. Should conflict occur in or between drawings and specifications, the Contractor is deemed to have estimated on the more expensive way of doing the work unless it shall have asked for, and obtained a written decision seven (7) calendar days before submission of proposal as to which method or materials will be required. Manufacturer's equipment specifications are based on models and/or construction and installation methods prevailing at the date of invitation and/or advertisement to submit to manufacturer's model and/or construction changes and other variations from the items specified shall be furnished and installed at no additional cost to Owner.

1.2.6 Add a subparagraph 1.2.6 to read:

Requests by the Contractor for written interpretations and/or detail drawings shall be made to the Architect in a timely manner such as will allow ample time for their preparation and delivery without causing delays in the work. Failure of the Contractor to request needed clarifications and/or its proceeding with affected work prior to receiving same shall indicate its acceptance of any and all costs and/or delays required on account of necessary corrections.

## **ARTICLE 2 - OWNER**

### **2.1 GENERAL**

2.1.1 Add a new sentence to read:

The Owner is the City of Spokane, Washington.

### **2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

2.2.5 Delete subparagraph 2.2.5 and replace with:

The Contractor will be furnished free of charge three (3) copies of drawings and project manuals. Unless otherwise agreed, additional sets will be furnished at the cost of reproduction, postage and handling.

## **ARTICLE 3 - CONTRACTOR**

### **3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

3.2.1 Add the following to subparagraph 3.2.1:

If the Contractor observes any errors, discrepancies or omissions in the Contract Documents, it shall promptly notify the Architect, requesting clarification. If the Contractor proceeds with Work affected by such errors, discrepancies or omissions without receiving such clarification, it does so at its own risk. Any adjustments involving such circumstances made by the Contractor, prior to approval by the Architect, shall be at the Contractor's risk and the settlement of any complications or disputes arising therefrom shall be at the Contractor's sole expense.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.4 Add a subparagraph 3.3.4 to read:

The Contractor shall be solely responsible for any claims for wages or compensations by the Contractor's employee, agents, representatives, including subcontractors.

3.3.5 Add a subparagraph 3.3.5 to read:

All grades, levels, bench marks, locations and corners shall be correctly verified by the Contractor.

3.3.6 Add a subparagraph 3.3.6 to read:

In accordance with RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

3.4 LABOR AND MATERIALS

3.4.1 Add the following to subparagraph 3.4.1:

The Contractor shall be solely responsible for all materials and equipment until the completed project is delivered and accepted by the Owner. The Contractor shall, at its own expense, secure and maintain a storage area for its materials and equipment."

3.4.2 Add the following to subparagraph 3.4.2:

After the Contract has been executed the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the following conditions set forth in the General Requirements (Division 1 of the Specifications).

- a. Required product cannot be supplied in time for compliance with Contract time requirements.
- b. Required product is not acceptable to governing authority, or determined to be non-compatible, or cannot be properly coordinated, warranted, or insured, or has other recognized disability as certified by Contractor.
- c. Substantial advantage is offered Owner after deducting offsetting disadvantages including delays, additional compensation to Architect for redesign, investigation, evaluation, and other necessary services, and similar considerations.

By making requests for substitutions based on the above paragraph, the Contractor:

- a. represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- b. represents that it will provide the same warranty for the substitutions as it would have for the product specified;
- c. certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- d. will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

### 3.5 WARRANTY

#### 3.5 Revise the third sentence to read:

Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

Revise the last sentence to read;

The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

#### 3.5.1 Add a subparagraph 3.5.1 to read:

The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition and repair all damage caused by the condition or defects at its sole expense. This guarantee does not apply to Work which has been abused or neglected by the Owner. This guarantee shall be separate from and in addition to any more extensive warranty requirements specified for certain elements and products used in the Work.

### 3.6 TAXES:

#### 3.6.1 Add a subparagraph 3.6.1 to read:

The Washington Department of Revenue has issued special rules designed to assist the Contractor in accurately reporting to the Department of Revenue the

Contractor's tax liability. Although the Owner may furnish information in the specification regarding the application of state taxes to a particular contract or bid item, it shall be the Contractor's responsibility as to the correct interpretation of the laws and regulations relating to such taxes. Adjustments will not be made in the amount to be paid by the Owner under the contract because of any misunderstanding by the Contractor as to the Contractor's liability for, or the amount of, any taxes. If the Contractor is in doubt as to the tax procedures in any particular case, the Contractor shall consult with the Washington State Department of Revenue.

3.6.2 Add a subparagraph 3.6.2 to read:

The contract sum and any agreed variations thereof shall include all taxes imposed by law, and properly chargeable to the project except Sales Tax. Sales Tax applicable to the contract sum will be collected from the Owner and shall be paid to the State Department of Revenue by the Contractor in conformance with the law. State of Washington Sales Tax shall not be included in the bid price, except that the retail sales tax upon sales and rentals to prime contractors and subcontractors of tools, machinery and equipment, and consumable supplies, such as hand and machine tools, cranes, air compressors, bulldozers, lubricating oil, sandpaper and form lumber which are primarily for use by the Contractor rather than for resale as a component part of the finished structure, shall be included in the bid price. (WAC-458-20-170).

3.6.3 Add a subparagraph 3.6.3 to read:

**PUBLIC STREET IMPROVEMENTS**

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

**3.7 PERMITS, FEES AND NOTICES**

3.7.1 Add the following to subparagraph 3.7.1:

Below is a list of permits that may be required on typical projects, and where they may be obtained. The list is included for the Contractor's benefit and is not considered exhaustive:

Building Permit, Building Services	625-6300
Electrical Permit, Building Services	625-6300
City Business License, Taxes and Licenses	625-6070
Hydrant Permit, Hydrant Foreman	625-7800
Hydrant Permit, Engineering Services	625-6300
Obstruction Permit, Engineering Services	625-6300
Sewer Permit, Engineering Services	625-6300

Water Service Application, Engineering Services 625-6300

3.7.6 Add a subparagraph 3.7.6 to read:

The Contractor and every subcontractor (and suppliers when legally required) shall obtain a City business license prior to beginning their work.

3.7.7 Add a subparagraph 3.7.7 to read:

The Contractor shall pay for the use of municipal or private property for storage of materials, parking, temporary obstructions, enclosures, opening and patching of streets, etc., off of the property arising from construction and completion of work. The Contractor shall furnish to the Owner and the Architect no later than the preconstruction conference the permit numbers for mechanical, electrical, plumbing and any other required permits that must be obtained through governing agencies.

3.9 SUPERINTENDENT

3.9.1 Delete subparagraph 3.9.1 and replace with:

The Contractor shall employ a competent superintendent and necessary assistant who shall be in attendance at the Project site during the progress of the Work. The superintendent shall be satisfactory to the Owner and the Architect and shall not be changed except with the consent of the Owner and the Architect, which shall not be unreasonably withheld, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor and all communication given to the superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

3.9.4 Add a subparagraph 3.9.4 to read:

Contractor shall be responsible to fully inform its superintendent of all project progress, problems, decisions, changes, and deficiencies as they happen.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 Add a subparagraph 3.11.1 to read:

Record drawings shall be kept clean, and notations shall be made using clear, concise drafting techniques acceptable to the Architect.

The Contractor shall also maintain at the site for availability of the Owner and/or Architect one copy of all inspection reports and other written communications from the Architect and/or subcontractors, other prime contractors, materials suppliers, etc.

3.18 INDEMNIFICATION

3.18.2 Add the following to subparagraph 3.18.2:

The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

## **ARTICLE 4 - ADMINISTRATION OF THE CONTRACT**

### **4.2 ADMINISTRATION OF THE CONTRACT**

#### **4.2.1 Add the following to subparagraph 4.2.1:**

If the Owner has not designated an Architect to provide Contract Administration, the word "Architect" shall be read as the Owner's

## **ARTICLE 5 - SUBCONTRACTORS**

### **5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

#### **5.2.1 Delete subparagraph 5.2.1 and replace with:**

The Bidder shall at time of bid opening submit the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performances of the work. The Bidder shall not list more than one subcontractor for each category of work identified, unless the subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate. As circumstances change during the Work, the Contractor shall submit the names of all person or entities (including those who are to furnish materials or equipment fabricated to a special design).

Not later than seven (7) days after the date of Notice to Proceed, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as manufacturers for each of the products identified in the General Requirements (Division 1 of the Specifications) and, where applicable, the name of the installing subcontractor.

### **5.3 SUBCONTRACTUAL RELATIONS**

#### **5.3.1 Add a subparagraph 5.3.1 to read:**

It is the responsibility of any subcontractor whose work must be applied or installed on or within work of other trades to examine conditions affecting its work. The subcontractor should notify the Contractor, in writing, with copy to the Architect, of any unsuitable or improperly prepared surfaces or conditions. Commencing work or absence of notification in writing constitutes acceptance of surfaces or conditions by a subcontractor, and it will be its responsibility to correct any defect in its work appearing thereafter.

## **ARTICLE 7 - CHANGES IN THE WORK**

### **7.1 GENERAL**

#### **7.1.4 Add a new subparagraph 7.1.4 to read:**

The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

- a. For Contractor, for any work actually performed by Contractor's own forces, fifteen percent (15%) of the direct cost of material and labor up to \$50,000 or ten percent (10%) of direct costs of changes exceeding \$50,000.
- b. For Contractor, for any work performed by its subcontractor(s), eight percent (8%) of the amount due each subcontractor up to \$50,000 or six percent (6%) of the costs due each subcontractor for costs exceeding \$50,000.
- c. For each subcontractor (including lower tier subcontractors), for any work actually performed by its own forces, fifteen percent (15%) of the direct cost of materials and labor up to \$50,000 or ten percent (10%) of direct costs of changes exceeding \$50,000.
- d. For each subcontractor, for any work performed by its subcontractor(s) of any lower tier, eight percent (8%) of the amount due the sub-subcontractor up to \$50,000, or six percent (6%) of the costs due each subcontractor for costs exceeding \$50,000.

## 7.2 CHANGE ORDERS

### 7.2.2 Add a subparagraph 7.2.2 to read:

Any Change Order prepared, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including, but not limited to, all direct, indirect, and consequential costs associated with the change and any and all adjustments to the Contract Sum and Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in the Application for Payment as if such work were originally part of the Project and Contract Documents.

### 7.2.3 Add a subparagraph 7.2.3 to read:

Contractor shall promptly respond to Change Order request for proposal within fifteen (15) days or such longer period as may be mutually acceptable for complex changes.

### 7.2.4 Add a subparagraph 7.2.4 to read:

The Contractor shall provide a cost breakdown for all adjustments in the contract sum, i.e. Change Orders, Proposals, and Construction Change Directives.

## 7.3 CONSTRUCTION CHANGE AUTHORIZATION

### 7.3.6 Revise the last sentence in subparagraph 7.3.6 to read:

Such agreement shall be effective immediately and shall be incorporated into a future Change Order.

### 7.3.11 Add a subparagraph 7.3.11 to read:

Overhead is defined as costs for all noncraft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O



taxes, office engineering, estimating costs, small tools, safety, insurance and any other cost incidental to the change in the Work.

## **ARTICLE 8 - TIME**

### **8.3 DELAYS AND EXTENSIONS OF TIME:**

#### **8.3.1 Delete paragraph 8.3.1 and replace with:**

If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties or other causes beyond the contractor's control, or by delay authorized by the Owner pending mediation and arbitration or by other causes which may justify delay as determined both by the Architect and Owner, then the Contract Time shall be extended by Change Order for such reasonable time.

#### **8.3.4 Add a subparagraph 8.3.4 to read:**

The Contract time shall be adjusted only for changes in the work pursuant to Article 7, and excusable delay pursuant to this Paragraph 8.3 as determined by the Architect. In the event the Contractor requests an extension of the contract time, it shall furnish the justification and supporting evidence as the Architect may deem necessary for a determination as to whether the Contractor is entitled to an extension of time under this Contract. After receipt of such documentation, the Architect shall make its findings of fact and so advise the Contractor in writing. The determination shall be based upon the approved Contractor's schedule current at the time of the delay.

#### **8.4 Add a new section to read:**

### **8.4 LIQUIDATED DAMAGES**

8.4.1 Time is of the essence of the contract. Delays inconvenience the traveling public, obstructing traffic, interfere with daily commerce, and increase risk to the traveling public. Delays also cost taxpayers undue sums of money, adding time needed for administration, engineering, inspections and supervision.

8.4.2 Because the Owner finds it impractical and extremely difficult to calculate the actual damages which will be suffered by the Owner as a result of the Contractor's failure to complete the work on time, the Owner has adopted liquidated damages for this Work as set forth in the bid proposal.

## **ARTICLE 9 - PAYMENTS AND COMPLETION**

### **9.1 CONTRACT SUM**

#### **9.1 Delete paragraph 9.1 and replace with:**

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The Contract Sum and adjustment thereof

shall include all taxes imposed by law except the Washington State Sales Tax, which will be paid by the Owner to Contractor, who shall pay tax to the State of Washington in accordance with the law.

9.3 APPLICATIONS FOR PAYMENT

9.3.4 Add a subparagraph 9.3.4 to read:

The Owner will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. Five percent (5%) will be held as retainage pursuant to chapter 60.28 RCW.

9.4 CERTIFICATES FOR PAYMENT

9.4.2 Add the following to subparagraph 9.4.2:

Payment will not constitute a waiver of any claims by the Owner that the Work fails to comply with the Contract Documents.

9.6 PROGRESS PAYMENTS

9.6.8 Add a subparagraph 9.6.8 to read:

Pursuant to chapter 60.28 RCW there will be reserved and retained from monies earned by the Contractor on estimates during the progress of the Work a sum not to exceed five percent (5%) of the monies earned by the Contractor. The retainage shall be used as a trust fund for the protection and payment: (1) to the State with respect to taxes imposed pursuant to Title 82, RCW which may be due from such Contractor, and (2) of any person or persons, mechanic, subcontractor or material supplier who shall perform any labor upon the contract or the doing of the work, and all persons who shall supply such person or persons or subcontractor with provisions or supplies for carrying on the work. Release of retainage will be made forty five (45) days following final acceptance of the work provided the following conditions are met:

- a. The City has received from the Contractor and each subcontractor a copy of a "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries.
- b. On contracts greater than \$35,000, the City has received a release of liability from the State Department of Employment Security.
- c. On contracts greater than \$35,000, the City has received a release of liability from the State Department of Labor and Industries.
- d. On contracts greater than \$35,000, the City has received a release from the State Department of Revenue.
- e. No claims, as provided by law, have been filed against the retainage.

In the event a claim is filed, the Contractor shall be paid a portion of the retainage which is less an amount sufficient to pay the claim and potential legal costs.

9.6.9 Add a subparagraph 9.6.9 to read:

Before payment is made, the Owner shall require the Contractor and each subcontractor to submit a Statement of Intent to Pay Prevailing Wages to the

Owner's Accounting Department which has been approved by the State Department of Labor and Industries before submittal. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim (invoice) submitted by a Contractor for payment on a project estimate shall have a certification which states that the prevailing wages have been paid in accordance with the prefilled Statement(s) of Intent to Pay Prevailing Wages. Below is an example of the certification which is to appear on each voucher claim (invoice) submitted by the Contractor for payment.

#### CERTIFICATE

I certify that wages have been paid in accordance with the Statement (s) of Intent to Pay Prevailing Wages previously certified and filed pursuant to this contract.

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

The fee for the approval of Statements of Intent to Pay Prevailing Wages and Affidavits of Wages is forty dollars (\$40.00) for each form. The Contractor is responsible for payment of these fees and shall make all application directly to the Department of Labor and Industries. Reimbursement for the fees paid by the Contractor will be added to the amounts due the Contractor. In order to receive this reimbursement the Contractor will be required to submit to the Owner prior to final acceptance of the Work a list of its subcontractors at all tiers and have their Statements of Intent to Pay Prevailing Wages on file with the Owner.

#### **ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY**

##### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

##### **10.1.1 Add a subparagraph 10.1.1 to read:**

If the Work involves trench excavation which will exceed a depth of four feet, the Contractor shall provide adequate safety systems for the trench excavation that meet the requirements of the Washington industrial safety and health act (chapter 49.17 RCW).

##### **10.2 SAFETY OF PERSONS AND PROPERTY**

##### **10.2.4 Add the following to subparagraph 10.2.4:**

The Contractor shall give the Owner reasonable advance notice of the use or storage.

#### **ARTICLE 11 – INSURANCE AND BONDS**

##### **11.1 CONTRACTOR'S LIABILITY INSURANCE**

##### **11.1 Delete paragraph 11.1 and replace with:**

During the term of the contract, the Contractor shall maintain in force at its own expense, the below insurance:

- a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the Amount of \$1,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000.00 each occurrence for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers, and employees and the Architect are additional insureds but only with respect to the Contractor's services to be provided under the contract;
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additionally insured; and include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

### 11.3 PROPERTY INSURANCE

11.3.1 Revise "Owner" to "Contractor" in subparagraph 11.3.1.

11.3.1.2 Delete subparagraph 11.3.1.2.

11.3.1.3 Revise "Owner" to "Contractor" in subparagraph 11.3.1.3.

### 11.4 PERFORMANCE AND PAYMENT BOND

11.4 Delete entirely and revise to read:

The Contractor shall furnish at its sole cost, a performance bond and a payment bond to the Owner on the form to be provided by the Owner, each equal to one hundred percent (100%) of the contract price. The bonds are to insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the project. The bonds are to be executed by a surety company authorized to do business as a surety in Washington State, and shall remain in effect for one (1) year following the Owner's final acceptance of the Work. Unless approved by the Owner, the surety's name shall appear on the United States Treasury Department's list of authorized sureties - Circular 570 as amended.

## ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.5.1 Add the following to subparagraph 13.5.1:

The Owner shall employ and pay for the services of an independent agency, testing laboratory or other qualified firm to perform services which are the Owner's responsibility as defined by the International Building Code and the "Special Inspection Manual" for the International Building Code.

- 13.8 Add a paragraph 13.8 to read:

NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, 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. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

- 13.9 Add a paragraph 13.9 to read:

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

- 13.10 Add a paragraph 13.10 to read:

APPRENTICES. For all public works estimated to cost one million dollars or more, the Contractor is required to have no less than fifteen percent (15%) of the labor hours performed by apprentices.

- 13.11 Add a paragraph 13.11 to read:

WORKERS' HOURS. Notwithstanding the provisions of RCW 49.28.010 through 49.28.060, a contractor or subcontractor in any public works contract subject to those provisions may enter into an agreement with his or her employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employee work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28.020 shall not apply to the hours, up to forty hours per week, worked pursuant to agreements entered into under this section.

- 13.12 Add a paragraph 13.12 to read:

**PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.**

- A. The prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities where this contract will be performed will be

determined by the Industrial Statistician of the Department of Labor and Industries.

- B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is April 27, 2015. A copy of the applicable prevailing wage rates is also available for viewing at the office of the Owner, located at 808 W Spokane Falls Blvd., Spokane WA. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

- C. As the successful Bidder and its subcontractors will be held responsible for paying the prevailing wages, it is imperative that all contractors familiarize themselves with the current wage rates before submitting bids based on these specifications.
- D. Questions about current prevailing wage data may be directed to the City of Spokane Office of Contract Administration/Compliance, (509) 625-6065 or Washington State Department of Labor and Industries, (509) 324-2586.
- E. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid prevailing journeyman wages.

## **ARTICLE 15 - CLAIMS AND DISPUTES**

### **15.1 CLAIMS**

#### **15.1.5.2 Add the following to subparagraph 15.1.5.2:**

Source of the weather data to be used in documenting weather delays will be the National Oceanic and Atmospheric Administration (NOAA).

### **15.2 INITIAL DECISION**

#### **15.2.8 Delete subparagraph 15.2.8.**

### **15.4 ARBITRATION**

#### **15.4.4 Delete Subparagraph 15.4.4.**

## **END OF SUPPLEMENTARY GENERAL CONDITIONS**



## City of Spokane, Washington Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.

Project Name:

Project #

### Part A: General Company Information

Company Name

Address

Contact Name and Title

Contact Phone

Contact E-mail

Years in business as a Prime Contractor

Years in business as a sub-contractor

Years in business under present Name

List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years

Explain reason for name change(s) in the past five (5) years

### Part B: Work Experience

If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project

### Part C: Performance Evaluation

Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?

☐ Yes      ☐ No

If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.

### Part D: Record of Debarment / Disqualification

Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?

☐ Yes      ☐ No

If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.

**Part E: Safety**

In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?

☐ Yes      ☐ No

If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

**Part F: Environmental**

In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?

☐ Yes      ☐ No

If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

**Part G. Utilization Requirements**

In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?

☐ Yes      ☐ No

If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.

**Part H: Discrimination**

Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?

☐ Yes      ☐ No

If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.

**Part I. Prevailing Wage**

In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?

☐ Yes      ☐ No

If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.



**Part J: Public Bidding Crime (Criminal Convictions)**

Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?

☐ Yes ☐ No

If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s)

**Part K. Claims Against Retainage and Bonds**

Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?

☐ Yes ☐ No

If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.

**Part L. Termination for Cause**

Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?

☐ Yes ☐ No

If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.

**Part M: Litigation**

Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?

☐ Yes ☐ No

If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.

**Part N: Delinquent State Taxes**

Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?

☐ Yes ☐ No

If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

<b>Part O: Subcontractor Responsibility</b>
Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?
<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.

<b>Signature</b>
The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.
Signature of Authorized Representative Date
Printed Name of Authorized Representative Title

### Instructions for the Supplemental Bidder Responsibility Form

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attached documentation to the City of Spokane Purchasing Section by one of the methods listed below within twenty four (24) hours of notification.

The City's evaluation may include further investigations to establish the responsibility, qualifications, financial resources and experience of a bidder to complete the work of this contract. The City may contact previous owners or others to validate the information provided by the bidder. The City will assess the information provided and other information gathered in determining whether a bidder is responsible. List all information you feel is relevant to the City making an informed decision. The City reserves the right to request additional information from the bidder.

For criteria with check boxes, the bidder will check either "Yes" or "No. " For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.

#### **Form Submittal:**

Submit this form to Purchasing Section of the City of Spokane Accounting Department by one of the following methods within twenty four (24) hours after the time of notification (unless the specifications provide a different time or date)

Email (preferable) [purchasinghelp@spokanecity.org](mailto:purchasinghelp@spokanecity.org)

with the Email Subject line: Supplemental Bidder Form for  
[Project Title]

Street Address Purchasing Section

808 West Spokane Falls Boulevard, 4<sup>th</sup> Floor, Spokane, WA

99201
Attention: Thea Prince / Connie Wahl
Supplemental Bidder Form for [Project Title]
Questions: Please call (509) 625-6400

## Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

### PROJECT DETAIL

Bidder's Company Name		Bidders Contact Name & Phone Number	
Project Name		Project Contract Number	
Project Owner		Project Location	
Project Owner Contact Name & Title		Owner's Telephone Number	
Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications			



**BID PROPOSAL**

To: Honorable Mayor  
Members of the City Council  
City of Spokane, Washington

**PROJECT:** 2015 Utility Cut Sidewalk Repair

**SCHEDULE A  
USE THIS SCHEDULE FOR CITY-PREPARED SITES**

<u>CLASSIFICATION</u>	<u>UNIT PRICE</u>	<u>UNIT OF MEASURE</u>
Cement Concrete Curb	\$ <u>35.00</u>	Linear Foot
Cement Concrete Sidewalk	\$ <u>65.00</u>	Square Yard
Cement Concrete Driveway	\$ <u>65.00</u>	Square Yard
Exposed Aggregate Concrete	\$ <u>65.00</u>	Square Yard
Minimum Set-Up Fee	\$ <u>100.00</u>	Each
Quick Service Request (completed w/in 24 hours)	\$ <u>1.00</u>	Each

**SCHEDULE B  
USE THIS SCHEDULE FOR CONTRACTOR-PREPARED SITES**

<u>CLASSIFICATION</u>	<u>UNIT PRICE</u>	<u>UNIT OF MEASURE</u>
Remove Cement Concrete or Asphalt S/W & D/W	\$ <u>10.00</u>	Square Yard
Remove Existing Curb or Asphalt	\$ <u>10.00</u>	Square Yard
Cement Concrete Curb	\$ <u>35.00</u>	Linear Foot
Cement Concrete Sidewalk	\$ <u>65.00</u>	Square Yard
Cement Concrete Driveway	\$ <u>65.00</u>	Square Yard
Exposed Aggregate Concrete	\$ <u>65.00</u>	Square Yard
Minimum Set-Up Fee	\$ <u>100.00</u>	Each
Quick Service Request (completed w/in 24 hours)	\$ <u>1.00</u>	Each

**ADDENDA.**

The undersigned acknowledges receipt of addenda number(s) \_\_\_\_\_ and agrees that their requirements have been included in this bid proposal.

**CONTRACT COMPLETION TIME.**

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work within thirty (30) working days after the project start date is given.

**LIQUIDATED DAMAGES.**

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of 0.00 DOLLARS (\$0.00) per working day until the work is satisfactorily completed.



**BIDDER RESPONSIBILITY.**

Washington State Contractor's Registration No. CAMERRL942NU  
(must be in effect at time of bid submittal)

U.B.I. Number 602 633 401

Washington Employment Security Department Number 343657006

Washington Excise Tax Registration Number 602 633 401

City of Spokane Business License Number T 1104 9806 BUS  
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

**BID SECURITY.**

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

**NON-COLLUSION.**

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: Cameron - Reilly, LLC

  
Signature of Bidder's Authorized Representative

Manager  
Title

309 N Park Rd Spokane Valley  
Address WA 99212

509-466-5555  
Phone

**IF INDIVIDUAL**

Signed and Sworn To (or Affirmed) Before Me On \_\_\_\_\_  
date

(Seal Or Stamp)

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_

**IF PARTNERSHIP**

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On \_\_\_\_\_  
date

(Seal Or Stamp)

\_\_\_\_\_  
Signature of Notary Public

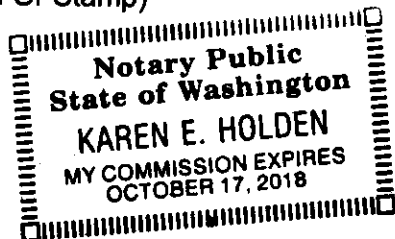
My appointment expires \_\_\_\_\_

**IF CORPORATION**

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On 4/23/2015  
date

(Seal Or Stamp)



Karen E. Holden  
Signature of Notary Public

My appointment expires 10/17/2018

## SUBCONTRACTOR LIST

**PROJECT NAME:** 2015 UTILITY CUT SIDEWALK REPAIR

**IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST** *(use additional pages if necessary):*

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

  X   NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

## **MINORITY AND WOMEN'S BUSINESS ENTERPRISE GOALS**

The City of Spokane has established laudatory goals for the procurement of supplies, materials and services, or for subcontracting work for this project from Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) as follows:

**EITHER MBE OR WBE OR A COMBINATION OF BOTH IN THE AMOUNT OF  
THREE PERCENT (3%) OF THE TOTAL PROJECT BID AMOUNT**

The current list of the Washington State Office of Minority and Women's Business Enterprises shall be used for all public works construction projects administered by the City.

**ACHIEVEMENT OF THE ABOVE GOALS IS ENCOURAGED. WHETHER OR NOT THE  
BIDDER ATTAINS THE ABOVE SPECIFIED GOALS WILL NOT BE USED TO DETERMINE  
THE RESPONSIVENESS OF THE BIDDER'S BID PROPOSAL.**

The bidder shall take the following affirmative steps in considering award of subcontracts to the fullest extent possible to qualified minority and women owned businesses:

- (1) including qualified minority and women's businesses on solicitation lists;
- (2) insuring that minority and women's businesses are solicited whenever they are potential sources;
- (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;
- (4) establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;
- (5) using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprise as appropriate.

## MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, it may award subcontracts to or enter into supply agreements with the following firms as indicated (*use additional sheets if necessary*):

NAME OF MBE/WBE\*  
WA. STATE CERTIFICATION NO.

IDENTIFICATION & VALUE OF  
SUBCONTRACTS / SUPPLIES

NONE

MINORITY BUSINESS  
SUBCONTRACTING GOAL

\$ 3%

MBE TOTAL

\$ 0

WOMEN'S BUSINESS  
SUBCONTRACTING GOAL

\$ 3%

WBE TOTAL

\$ 0

COMBINATION GOAL:

\$ 3%

MBE/WBE TOTAL

\$ 0

\*Designate MBE or WBE

Mr./ Mrs./ Ms. JAYSON GRANGER has been designated as the liaison officer for the administration of the dollar value of contract work to be performed by MBE/WBE firms.

## BID DEPOSIT

Herewith find the bid deposit in the form of cash, cashier's check or certified check in the amount of \$ \_\_\_\_\_, which is equal to or more than five percent (5%) of the total bid.

Signature \_\_\_\_\_

Deposit returned on \_\_\_\_\_ by \_\_\_\_\_  
(Date) (Name)

## BID BOND

We, ON File \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety,  
are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the

### 2015 UTILITY CUT SIDEWALK REPAIR

according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on \_\_\_\_\_

\_\_\_\_\_  
AS PRINCIPAL

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

A valid POWER OF  
ATTORNEY must  
accompany this bond.

\_\_\_\_\_  
AS SURETY

By: \_\_\_\_\_  
Attorney in Fact





# City of Spokane, Washington

## Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.

Project Name: 2015 Utility Cut Sidewalk Repair  
Project # 4134-15

### Part A: General Company Information

Company Name Cameron-Reilly LLC  
Address 309 N Park Rd, Spokane Valley, WA 99212  
Contact Name and Title Jim Cameron - Manager  
Contact Phone 509-475-7600 Contact E-mail jim@cameron-reilly.com  
Years in business as a Prime Contractor 8 Years in business as a sub-contractor 8  
Years in business under present Name 8

List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years NA

Explain reason for name change(s) in the past five (5) years

NA

### Part B: Work Experience

If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project

SEE ATTACHED

### Part C: Performance Evaluation

Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?

☐ Yes ☒ No

If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.

### Part D: Record of Debarment / Disqualification

Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.

**Part E: Safety**

In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?

☐ Yes ☒ No

If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

**Part F: Environmental**

In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?

☐ Yes ☒ No

If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

**Part G. Utilization Requirements**

In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.

**Part H: Discrimination**

Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.

**Part I. Prevailing Wage**

In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?

☐ Yes ☒ No

If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.



<b>Part J: Public Bidding Crime (Criminal Convictions)</b>
Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s)
<b>Part K: Claims Against Retainage and Bonds</b>
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.
<b>Part L: Termination for Cause</b>
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.
<b>Part M: Litigation</b>
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.
<b>Part N: Delinquent State Taxes</b>
Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

**Part O: Subcontractor Responsibility**

Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?

☒ Yes      ☐ No

If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.

**Signature**

The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.

Signature of Authorized Representative

Date



4-28-15

Printed Name of Authorized Representative

Title

JIM CAMERON

MANAGER

## Instructions for the Supplemental Bidder Responsibility Form

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attached documentation to the City of Spokane Purchasing Section by one of the methods listed below within twenty four (24) hours of notification.

The City's evaluation may include further investigations to establish the responsibility, qualifications, financial resources and experience of a bidder to complete the work of this contract. The City may contact previous owners or others to validate the information provided by the bidder. The City will assess the information provided and other information gathered in determining whether a bidder is responsible. List all information you feel is relevant to the City making an informed decision. The City reserves the right to request additional information from the bidder.

For criteria with check boxes, the bidder will check either "Yes" or "No. " For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.

### **Form Submittal:**

Submit this form to Purchasing Section of the City of Spokane Accounting Department by one of the following methods within twenty four (24) hours after the time of notification (unless the specifications provide a different time or date)

Email (preferable)      [purchasinghelp@spokanecity.org](mailto:purchasinghelp@spokanecity.org)

with the Email Subject line: Supplemental Bidder Form for [Project Title]

Street Address              Purchasing Section

808 West Spokane Falls Boulevard, 4<sup>th</sup> Floor, Spokane, WA 99201

Attention: Thea Prince / Connie Wahl

Supplemental Bidder Form for [Project Title]

Questions: Please call (509) 625-6400

SEE ATTACHMENT

## Attachment to Supplemental Bidder Responsibility Criteria

### Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

#### PROJECT DETAIL

Bidder's Company Name

Bidders Contact Name & Phone Number

Project Name

Project Contract Number

Project Owner

Project Location

Project Owner Contact Name & Title

Owner's Telephone Number

Notice to Proceed Date

Final Completion  
Date

Awarded Contract Value

Final Contract Price

Prime Contractor Name (If Not Bidder)

Contractor Contact Name & Phone Number (If Not Bidder)

Brief Project Description

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications



309 N Park Road ▪ Spokane Valley, WA 99212  
509-466-5555 ▪ 509-468-3719  
www.Cameron-Reilly.com

## **SERVICES OFFERED:**

- Cameron-Reilly, LLC has performed contracting services for the private, commercial and public works sectors. Our scope of work consists of: site work preparation, concrete curbs, sidewalk, concrete paving, retaining walls, architectural concrete and decorative concrete.

**ESTABLISHED:** 1982

**LICENSED IN:** Washington, Idaho & Oregon

## **AWARDS:**

- AGC Build Northwest 2005 Excellence in Construction
- AGC Statewide Special Mention – 2007 WSDOT Excellence in Contract Administration
- AGC Build Northwest – 2010 Small Project Award
- AGC Build Northwest – 2010 Sub Contract Project Award
- AGC Safety & Claims – 2005-2010 Management Excellence - Top Performer
- AGC Top 10 Lowest EMR - 2008 & 2013

## **KEY PERSONNEL:**

- Jim Cameron – Owner; 30+ years industry experience; formerly Cameron Contracting 1982-2006
- Mike Reilly – Owner; 22 years industry experience; formerly Reilly Concrete 1995-2006
- Joe Schroeder – Controller; 19 years industry experience
- Jayson Grainger – Project Manager; 6 years industry experience
- Darron Bennett – General Superintendent – 26 years
- Todd Westby – General Superintendent; 15 years industry experience

## **CURRENT AND PAST PROJECTS:**

- CDA Parks Department – McEuen Terrace Park 2013-Current
  - Walks
  - Stairs
  - Splash Pad
  - Walls
  - Decorative Concrete
  - Curbs





▪ Land Expressions – Huntington Park 2013-Current

- Demolition
- Excavation
- Architectural Walls
- Stairs
- Slabs
- Subgrade Preparation
- Drainage



▪ Spokane Parks Department - Skate Park 2010

- Earthwork
- Drainage
- Base Rock
- Concrete Walls
- Concrete Slabs
- Shotcrete Concave Features
- Approximately \$800,000



▪ WSDOT - Division & Wellesley 2010

- Demolition
- Drainage
- Base Rock
- Concrete Paving
- Traffic Islands
- Completed in 16 days with a 5 day early incentive bonus
- Approximately \$1,100,000



▪ WSU - Library Road Project 2009-2010

- Architectural Walls
- Concrete Paving
- Stairs
- Tunnel Lids
- Approximately \$3,000,000



▪ Spokane Parks Dept. - Splash Pads (6) 2009

- Earthwork
- Drainage
- Concrete
- Spray Feature
- Approximately \$800,000



▪ WSDOT - US 395 & Hastings Rd Intersection 2007-2008

- Earthwork
- Drainage
- Base Rock
- Concrete Paving
- Approximately \$1,200,000



**2015 Utility Cut Sidewalk Repair****BID #4134-15 OPEN 4/27/15**

	<b>Cameron-Reilly, LLC</b> <b>309 N Park Road</b> <b>Spokane Valley, WA</b> <b>99212</b>  <b>(509) 466-5555</b>	<b>Wm Winkler Co.</b> <b>5516 N. Starr Rd</b> <b>Newman Lake WA</b> <b>99025</b>  <b>(509) 489-6100</b>
<b>SCHEDULE A</b>		
Cement Concrete Curb – Price per linear foot	<b>\$35.00</b>	<b>\$30.00</b>
Cement Concrete Sidewalk – Price per square yard	<b>\$65.00</b>	<b>\$60.00</b>
Cement Concrete Driveway – Price per square yard	<b>\$65.00</b>	<b>\$70.00</b>
Exposed Aggregate Concrete – Price per square yard	<b>\$65.00</b>	<b>\$100.00</b>
Minimum Set Up Fee - Price per each	<b>\$100.00</b>	<b>\$1,000.00</b>
Quick Service Request (complete w/i 24 hours)- Price per each	<b>\$1.00</b>	<b>\$1,500.00</b>
<b>SCHEDULE B</b>		
Remove Cement Concrete or Asphalt S/W & D/W – Price per square yard	<b>\$10.00</b>	<b>\$90.00</b>
Remove Existing Curb or Asphalt – Price per square yard	<b>\$10.00</b>	<b>\$90.00</b>
Cement Concrete Curb – Price per linear foot	<b>\$35.00</b>	<b>\$40.00</b>
Cement Concrete Sidewalk – Price per square yard	<b>\$65.00</b>	<b>\$80.00</b>
Cement Concrete Driveway – Price per square yard	<b>\$65.00</b>	<b>\$80.00</b>
Exposed Aggregate Concrete – Price per square yard	<b>\$65.00</b>	<b>\$150.00</b>
Minimum Set-Up Fee – Price per each	<b>\$100.00</b>	<b>\$1,500.00</b>
Quick Service Request (complete w/i 24 hours) – Price per each	<b>\$1.00</b>	<b>\$1,500.00</b>
<b>SUBCONTRACTORS</b>	<b>None</b>	<b>None</b>
<b>Washington State Contractor's Registration Number</b>	<b>CAMERRL942NU</b>	<b>WMWINC*935LA</b>
<b>U.B.I. Number</b>	<b>602 633 401</b>	<b>602 703 784</b>
<b>Washington Employee Security Department Number</b>	<b>343657006</b>	<b>364626009</b>
<b>Washington Excise Tax Registration Number</b>	<b>602 633 401</b>	<b>602 703 784</b>
<b>City of Spokane Business License Number</b>	<b>T11049806 BUS</b>	<b>602 703 785</b>
<b>Bid Bond Present</b>	<b>On file</b>	<b>Yes</b>



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

06/01/2015

<u>Date Rec'd</u>	5/19/2015
<u>Clerk's File #</u>	OPR 2014-0295
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR 15579

<u>Submitting Dept</u>	BUSINESS & DEVELOPER SERVICES
<u>Contact Name/Phone</u>	JULIE HAPPY 625-7773
<u>Contact E-Mail</u>	JHAPPY@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0750 - GSI CONTRACT EXTENSION

**Agenda Wording**

Short-term contract extension with GSI to continue Lobbying Services during RFP process.

**Summary (Background)**

The City has recently issued an RFP for federal lobbying services and bids are due back shortly. The target date to commence the new contract is July 1, 2015. In the interim, we need to extend the Federal Lobbying Services contract between the City of Spokane and Greater Spokane Incorporated through June 30, 2015 while we are completing the RFP process and contract process for Federal Lobbying Services.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 18,000.00	#	0520 36200 11600 54101 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	MEULER, LOUIS	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	PCED 5/18/15
<b><u>Finance</u></b>	SALSTROM, JOHN	<u>Distribution List</u>	
<b><u>Legal</u></b>	WHALEY, HUNT		
<b><u>For the Mayor</u></b>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<b><u>Purchasing</u></b>			

CONTRACT EXTENSION

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SPOKANE REGIONAL CHAMBER OF COMMERCE, dba GREATER SPOKANE INCORPORATED, whose address is 801 West Riverside Avenue, Suite 100, Spokane, Washington 99201-2147, as "GSI".

WHEREAS, the parties entered into a Contract wherein GSI, among other things agreed to perform part (A) FEDERAL LOBBYING SERVICES for the City through GSI's Contract with Kirkpatrick & Lockhart, Preston, Gates, Ellis LLP (K&L Gates), Washington D.C.; and

WHEREAS, the parties are desirous of extending the Contract with GSI for the portion of services entitled (A) FEDERAL LOBBYING SERVICES; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The Contract dated May 22, 2014 and June 3, 2014, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EXTENSION. The contract documents memorializing GSI's provision of work entitled (A) FEDERAL LOBBYING SERVICES are hereby extended and shall run through June 30, 2015.
3. COMPENSATION. The City shall pay EIGHTEEN THOUSAND AND NO/100 DOLLARS (\$18,000.00) for everything furnished and done under this Contract Extension.

Dated: \_\_\_\_\_

CITY OF SPOKANE

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

Attest:

Approved as to form:

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

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

Dated: \_\_\_\_\_

SPOKANE REGIONAL CHAMBER OF  
COMMERCE, dba GREATER  
SPOKANE INCORPORATED

E-Mail address, if available:

\_\_\_\_\_

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

15-536

**BRIEFING PAPER**  
**City of Spokane**  
**PCED**  
**Date May 18, 2015**

---

**Subject**

Short-term contract extension with GSI to continue Lobbying Services during RFP process.

**Background**

The City has recently issued an RFP for federal lobbying services and bids are due back shortly. The target date to commence the new contract is July 1, 2015. In the interim, we need to extend the Federal Lobbying Services contract between the City of Spokane and Greater Spokane Incorporated through June 30, 2015 while we are completing the RFP process and contract process for Federal Lobbying Services.

**Impact**

Providing continued coverage of Federal Lobbying Services.

**Action**

A decision on the extension of the contract and the compensation of \$18,000 for work done under this contract extension.

**Funding**

Existing budgeted contract for services

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

06/01/2015

<u>Date Rec'd</u>	4/11/2012
<u>Clerk's File #</u>	CPR 2015-0002
<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-2015

**Agenda Wording**

Report of the Mayor of pending claims & payments of previously approved obligations through: 5/22/15.  
Total: \$ 14,881,861.46 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total: \$ 14,588,136.82

**Summary (Background)**

Pages 1-54 Check numbers: 509038 - 509710 ACH payment numbers: 18322 - 18550 On file for review in City Clerks Office: 54 Page listing of Claims

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 14,588,136.82	# Various
Select \$	#
Select \$	#
Select \$	#

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

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

REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 21

APPROVAL FUND SUMMARY

DATE: 05/26/15  
TIME: 09:11  
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	1,463,942.20
1100	STREET FUND	436,579.78
1200	CODE ENFORCEMENT FUND	7,840.93
1300	LIBRARY FUND	18,374.10
1360	MISCELLANEOUS GRANTS FUND	0.00
1380	TRAFFIC CALMING MEASURES	4,097.45
1400	PARKS AND RECREATION FUND	30,887.20
1450	UNDER FREEWAY PARKING FUND	13,636.15
1460	PARKING METER REVENUE FUND	41,342.36
1510	SPOKANE RGL EMERG COMM SYS	17,867.73
1540	HUMAN SERVICES GRANTS FUND	0.00
1541	CONTINUUM OF CARE	0.00
1560	FORFEITURES & CONTRIBUTION FND	8,367.46
1590	HOTEL/MOTEL TAX FUND	201,864.78
1620	PUBLIC SAFETY & JUDICIAL GRANT	1,600.94
1630	COMBINED COMMUNICATIONS CENTER	10,958.43
1640	COMMUNICATIONS BLDG M&O FUND	9,934.64
1680	CD/HS OPERATIONS	2,575.06
1690	COMM DEVELOPMENT BLOCK GRANTS	0.00
1710	HOME PROGRAM	0.00
1910	CRIMINAL JUSTICE ASSISTANCE FD	21,494.38
1940	CHANNEL FIVE EQUIPMENT RESERVE	42,136.02
1950	PARK CUMULATIVE RESERVE FUND	39,583.30
1970	EMS FUND	131,182.47
3130	FIRE IMPROVEMENT FUND	10,589.31
3200	ARTERIAL STREET FUND	1,962,048.36
3346	CAPITAL IMPROVEMENTS 2015 PARK	300.00
3404	2004 UTGO STREET BONDS	52.99
4100	WATER DIVISION	422,499.12
4250	INTEGRATED CAPITAL MANAGEMENT	249,740.54
4300	SEWER FUND	905,696.81
4480	SOLID WASTE FUND	341,379.48
4490	SOLID WASTE DISPOSAL	1,119,330.13
4600	GOLF FUND	11,113.77
4700	DEVELOPMENT SVCS CENTER	42,271.62
5100	FLEET SERVICES FUND	96,240.46
5200	PUBLIC WORKS AND UTILITIES	189,365.42
5300	IT FUND	390,021.31
5400	REPROGRAPHICS FUND	2,921.37
5600	ACCOUNTING SERVICES	34,193.26
5800	RISK MANAGEMENT FUND	35,772.82
5810	WORKERS' COMPENSATION FUND	47,604.00
5820	UNEMPLOYMENT COMPENSATION FUND	227,308.27
5830	EMPLOYEES BENEFITS FUND	1,800,507.40
5900	ASSET MANAGEMENT FUND OPS	38,087.83
5901	ASSET MANAGEMENT FUND CAPITAL	360,428.94
6060	EMPLOYEES' RETIREMENT FUND	913.60
6070	FIREFIGHTERS' PENSION FUND	2,126,738.78
6080	POLICE PENSION FUND	124,095.50
6960	SALARY CLEARING FUND NEW	1,544,650.35
TOTAL:		14,588,136.82

REPORT: PG3630  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 21

DATE: 05/26/15  
TIME:  
PAGE: 1

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

COMMUNITY DETOX SERVICES OF SPOKANE	CONTRACTUAL SERVICES CHECK NO. - 00509667	8,332.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	MISCELLANEOUS OTHER TAXES CHECK NO. - 00509642	2,658.88-
SPOKANE COUNTY LIBRARY DISTRICT	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00509504	66,286.96
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80018370	53,926.33
SPOKANE TRANSIT AUTHORITY	CONTRACTUAL SERVICES CHECK NO. - 00509702	4,835.46
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80018418	9,603.20
TAX RECOVERY SERVICES LLC	CONTRACTUAL SERVICES CHECK NO. - 00509143	1,072.22
TOTAL FOR 0020 - NONDEPARTMENTAL		141,397.29

0030 - POLICE OMBUDSMAN

COPIERS NORTHWEST INC	MISC SERVICES/CHARGES ACH PMT NO. - 80018435	87.92
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	116.01
TOTAL FOR 0030 - POLICE OMBUDSMAN		203.93

0100 - GENERAL FUND

BANK OF AMERICA BANKCARD CENTER	PCARD ADVANCE PYMT REC CHECK NO. - 00509431	39,214.99
BRIDGEWAY APARTMENTS 1421 N MEADOWWOOD LN	PERMIT REFUNDS PAYABLE CHECK NO. - 00509443	3,540.00
CARLY WILKES 16621 E INDIANA AVE APT E206	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00509445	1,000.00
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80018482	224.94
ECONORTHWEST	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00509116	4,500.00
KONSTANTIN & TATYANA VASILENKO	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00509705	69,545.04



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MGD AT GU LLC 7110 N CANNON CT	PERMIT REFUNDS PAYABLE CHECK NO. - 00509444	185.00
NEW HORIZON CARE CENTERS INC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00509405	6,745.00
PAUL OWEN 4601 N MADISON ST	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00509265	1,000.00
RHODES CRANE & RIGGING PO BOX 11864	PERMIT REFUNDS PAYABLE CHECK NO. - 00509263	390.00
SNAP FINANCIAL ACCESS	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00509503	15,527.31
SPOKANE COUNTY PROSECUTING ATTORNEY	COUNTY CRIME VICTIM & WITNESS CHECK NO. - 00509454	2,440.96
SPOKANE COUNTY SHERIFF SPOKANE COUNTY TREASURER	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00509141	5,325.36
SPOKANE INT'L AIRPORT AIRPORT PARKING TICKETS	DEPOSIT-AIRPORT PARK VIOLATION ACH PMT NO. - 80018464	493.52
SPOKANE NEIGHBORHOOD ACTION PARTNERS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80018492	27,331.14
SPOKANE PUBLIC FACILITIES DISTRICT	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80018417	2,197.51
TRANSITIONS DBA TRANSITIONAL PROGRAMS FOR WOMEN	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80018449	15,041.25
US BANK TREASURY MANAGEMENT SERVICES	DEPOSIT - UNALLOCATED INTEREST CHECK NO. - 00509420	124,282.11-
US BANK	PCARD ADVANCE PYMT REC ACH PMT NO. - 80018465	252,135.03
VOLUNTEERS OF AMERICA EASTERN WA & N IDAHO	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80018451	60,180.27
WA STATE TREASURER	DEATH INVEST ACCT-TOXICOLOGY CHECK NO. - 00509056	322.37
WA STATE TREASURER	DEPOSIT STATE COURT REMITTANCE CHECK NO. - 00509056	87,395.86
WA STATE TREASURER	DEPOSIT - PSEA III CHECK NO. - 00509056	1,655.19
WA STATE TREASURER	DEPOSIT - SCHOOL ZONE SAFETY CHECK NO. - 00509056	124.00
WA STATE TREASURER	DEPOSIT-AUTO THEFT PREVENTION CHECK NO. - 00509056	20,715.67
WA STATE TREASURER	DEPOSIT-JUDICIAL INFORM SYSTEM CHECK NO. - 00509056	36,652.16

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE TREASURER	DEPOSIT-PUB SAFTY & EDUC 1869 CHECK NO. - 00509056	56,784.54
WA STATE TREASURER	DEPOSIT-STATE BLDG CODE FEE CHECK NO. - 00509056	1,799.50
WA STATE TREASURER	DEPOSIT-STATE CASE INTEREST CHECK NO. - 00509056	10,039.65
WA STATE TREASURER	DEPOSIT-TRAUMATIC BRAIN INJURY CHECK NO. - 00509056	4,910.38
WA STATE TREASURER	HIGHWAY SAFETY CHECK NO. - 00509056	511.31
WA STATE TREASURER	STATE PATROL BLOOD/BREATH TEST CHECK NO. - 00509056	703.95
WA STATE TREASURER	WSP HIGHWAY ACCOUNT CHECK NO. - 00509056	1,825.15
YWCA	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80018503	23,694.65
TOTAL FOR 0100 - GENERAL FUND		629,869.59

0230 - CIVIL SERVICE

CHERYL A BECKETT	OTHER MISC CHARGES CHECK NO. - 00509254	35.00
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80018482	175.92
CRAIG E HULT	OTHER MISC CHARGES ACH PMT NO. - 80018391	35.00
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES CHECK NO. - 00509471	8.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	485.00
JERRELL C WILLS	TRAVEL CHECK NO. - 00509299	38.00
JIM'S TRANSFER INC DBA DEVRIES MOVING PACKING STORAGE	CONTRACTUAL SERVICES ACH PMT NO. - 80018484	97.50
KATHRYN A SEWELL	OTHER MISC CHARGES CHECK NO. - 00509276	35.00
LARRY MINTURN	TRAVEL CHECK NO. - 00509271	410.26
MARK E LINDSEY	OTHER MISC CHARGES CHECK NO. - 00509269	35.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00509052	767.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	1,538.62
		-----
TOTAL FOR 0230 - CIVIL SERVICE		3,660.30

0260 - CITY CLERK

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80018482	126.03
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES CHECK NO. - 00509471	32.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	215.00
NORTHWEST VITAL RECORDS CENTER INC	CONTRACTUAL SERVICES CHECK NO. - 00509694	3,601.15
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	1,021.21
		-----
TOTAL FOR 0260 - CITY CLERK		4,995.39

0300 - HUMAN SERVICES

TRANSITIONS DBA TRANSITIONAL PROGRAMS FOR WOMEN	CONTRACTUAL SERVICES ACH PMT NO. - 80018449	4,707.80
YFA CONNECTIONS	CONTRACTUAL SERVICES ACH PMT NO. - 80018454	1,673.33
		-----
TOTAL FOR 0300 - HUMAN SERVICES		6,381.13

0320 - COUNCIL

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	465.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	2,041.07
		-----
TOTAL FOR 0320 - COUNCIL		2,506.07

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	330.00
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JOHN J DELAY	TRAVEL ACH PMT NO. - 80018390	174.80
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	1,534.96
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018422	96.89
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80018422	40.01
TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		2,176.66
0350 - COMMUNITY CENTERS		
SOUTHWEST SPOKANE COMMUNITY CENTER	CONTRACTUAL SERVICES ACH PMT NO. - 80018463	4,704.80
TOTAL FOR 0350 - COMMUNITY CENTERS		4,704.80
0370 - ENGINEERING SERVICES		
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80018476	583.96
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80018476	76.26
COCHRAN INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00509381	300.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	2,740.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	12,381.42
TOTAL FOR 0370 - ENGINEERING SERVICES		16,081.64
0410 - FINANCE		
DEVRIES INFORMATION MANAGEMENT	POSTAGE CHECK NO. - 00509432	220.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	615.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00509420	63.71
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	2,366.94

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0410 - FINANCE		3,265.65
0430 - GRANTS MANAGEMENT		
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ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00509323	150.00
KANDACE L WATKINS	TRAVEL	
	ACH PMT NO. - 80018394	662.41
SPOKANE CITY TREASURER	TRAVEL	
	CHECK NO. - 00509052	189.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00509347	476.18
TOTAL FOR 0430 - GRANTS MANAGEMENT		1,477.59
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0450 - COMM & NEIGHBHD SVCS DIVISION		
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ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00509323	75.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00509347	346.26
TOTAL FOR 0450 - COMM & NEIGHBHD SVCS DIVISION		421.26
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0460 - MY SPOKANE		
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ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00509323	315.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00509347	1,127.49
TOTAL FOR 0460 - MY SPOKANE		1,442.49
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0470 - HISTORIC PRESERVATION		
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COWLES PUBLISHING COMPANY	ADVERTISING	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80018482	85.21
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00509323	75.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00509347	318.42
TOTAL FOR 0470 - HISTORIC PRESERVATION		478.63
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0500 - LEGAL

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80018398	783.84
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80018398	145.17
BFCBA WALKER HEYE MEEHAN & EISINGER	CLE TRAVEL CHECK NO. - 00509403	120.00
C & C YARD CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80018529	86.95
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES CHECK NO. - 00509471	24.00
EASTERN WASHINGTON ATTORNEY SERVICES INC	LEGAL SERVICES CHECK NO. - 00509316	50.00
EASTERN WASHINGTON ATTORNEY SERVICES INC	MISC SERVICES/CHARGES CHECK NO. - 00509675	65.00
ERIN A JACOBSON	TRAVEL ACH PMT NO. - 80018469	314.60
HUNT M WHALEY	TRAVEL ACH PMT NO. - 80018473	570.10
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	1,685.00
LEXISNEXIS A DIVISION OF REED ELSEVIER INC	PUBLICATIONS CHECK NO. - 00509689	4,096.63
NANCY ISSERLIS	TRAVEL ACH PMT NO. - 80018344	864.81
PICCOLO, MICHAEL J	TRAVEL ACH PMT NO. - 80018471	54.71
THYSSENKRUPP ELEVATOR CORP THYSSEN SOUND ELEVATOR	PROFESSIONAL SERVICES CHECK NO. - 00509455	216.40
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	8,420.66
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018422	40.01
VIRGINIA M BEUHL	INTERPRETER COSTS CHECK NO. - 00509040	210.00

TOTAL FOR 0500 - LEGAL

17,747.88

0520 - MAYOR

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	165.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	1,772.47
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018422	173.19
TOTAL FOR 0520 - MAYOR		2,110.66

0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	135.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	626.15
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018450	38.77
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		799.92

0560 - MUNICIPAL COURT

ALENA D SNELL 9007 N SIMPSON RD	PARKING FINES CHECK NO. - 00509264	26.02
GUARDSMARK LLC	ALARM/SECURITY SERVICES CHECK NO. - 00509637	343.44
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	1,490.00
MICHAL DODD 162 S CDA ST UNIT B304	PARKING FINES CHECK NO. - 00509395	10.00
PITNEY BOWES	POSTAGE CHECK NO. - 00509050	8,000.00
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00509052	160.00
SPOKANE MUNICIPAL COURT PUBLIC SAFETY BUILDING	MISC SERVICES/CHARGES CHECK NO. - 00509053	77.93
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00509420	2,634.69
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	6,245.49
VALLEY EMPIRE COLLECTION 8817 E MISSION SUITE 101	PARKING FINES CHECK NO. - 00509394	40.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80018422	40.01
WA STATE TREASURER	AUTO THEFT PREVENTION CHECK NO. - 00509056	8,022.08
WA STATE TREASURER	BLOOD/BREATH TEST FEE CHECK NO. - 00509056	659.60
WA STATE TREASURER	DEATH INVESTIGATIONS CHECK NO. - 00509056	299.59
WA STATE TREASURER	HIGHWAY SAFETY CHECK NO. - 00509056	475.01
WA STATE TREASURER	JIS ACCOUNT CHECK NO. - 00509056	18,914.61
WA STATE TREASURER	PSEA (SHB 1869) CHECK NO. - 00509056	32,623.51
WA STATE TREASURER	PSEA3 CHECK NO. - 00509056	735.91
WA STATE TREASURER	SCHOOL ZONE SAFETY CHECK NO. - 00509056	1,849.73
WA STATE TREASURER	SPECIAL ASSESSMENT CHECK NO. - 00509056	62,115.02
WA STATE TREASURER	TRAUMATIC BRAIN INJ/TRAUMA CHECK NO. - 00509056	6,282.72
WA STATE TREASURER	VEHICLE LICENSE FRAUD CHECK NO. - 00509056	27.98
WA STATE TREASURER	WSP HIGHWAY CHECK NO. - 00509056	1,695.82
TOTAL FOR 0560 - MUNICIPAL COURT		152,769.16
0570 - OFFICE OF HEARING EXAMINER		
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ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	135.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	404.12
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		539.12
0580 - OFFICE OF YOUTH		
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CHASE YOUTH FOUNDATION	CONTRACTUAL SERVICES CHECK NO. - 00509666	11,250.00



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0580 - OFFICE OF YOUTH		11,250.00
0620 - HUMAN RESOURCES		
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CHRISTINE M CAVANAUGH	TRAVEL CHECK NO. - 00509467	234.81
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES CHECK NO. - 00509471	4.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	437.51
LISA RAE RICHARDS	TRAVEL CHECK NO. - 00509498	234.68
MEGHANN R STEINOLFSON	TRAVEL CHECK NO. - 00509506	234.81
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	1,607.12
TOTAL FOR 0620 - HUMAN RESOURCES		2,752.93
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0650 - PLANNING SERVICES		
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AMERICAN PLANNING ASSOCIATION INLAND EMPIRE SECTION	REGISTRATION/SCHOOLING CHECK NO. - 00509038	1,057.00
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80018482	291.31
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00509319	5.53
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	587.00
JIM'S TRANSFER INC DBA DEVRIES MOVING PACKING STORAGE	CONTRACTUAL SERVICES ACH PMT NO. - 80018484	393.75
KERWIN JENSEN	RECRUITMENT TRAVEL EXPENSE CHECK NO. - 00509437	1,133.45
MAUL FOSTER & ALONGI, INC	CONTRACTUAL SERVICES ACH PMT NO. - 80018539	2,376.96
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	2,390.72
TOTAL FOR 0650 - PLANNING SERVICES		8,235.72
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0680 - POLICE		
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AA AUTO SALVAGE	MISC SERVICES/CHARGES ACH PMT NO. - 80018425	158.98
AA AUTO SALVAGE	TOWING EXPENSE ACH PMT NO. - 80018519	70.65
ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS CHECK NO. - 00509460	128.00
ADVANCED MECHANICAL SYSTEMS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80018426	206.73
ALL SERVICE WEST TOWING	TOWING EXPENSE CHECK NO. - 00509659	105.98
ALLIED SAFE & VAULT CO INC DBA ALLIED FIRE AND SECURITY	ALARM/SECURITY SERVICES ACH PMT NO. - 80018521	129.00
APPLIED CONCEPTS INC	MINOR EQUIPMENT CHECK NO. - 00509461	6,549.18
ARTISTIC TOWING	TOWING EXPENSE ACH PMT NO. - 80018524	211.98
AUDUBON VETERINARY CLINIC	VETERINARY SERVICES CHECK NO. - 00509662	62.95
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80018428	7,502.72
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80018428	6,388.71
A-PRO AUTO BODY AND TOWING	TOWING EXPENSE CHECK NO. - 00509663	70.66
B & B TOWING LLC	MISC SERVICES/CHARGES ACH PMT NO. - 80018429	264.96
B & B TOWING LLC	TOWING EXPENSE ACH PMT NO. - 80018526	282.64
BLUMENTHAL UNIFORMS & EQUIP	CLOTHING ACH PMT NO. - 80018431	1,052.20
BLUMENTHAL UNIFORMS & EQUIP	MINOR EQUIPMENT ACH PMT NO. - 80018527	271.75
BONNIE MANDEL 903 W 30TH AVE	OTHER GENERAL GOVT SERVICES CHECK NO. - 00509391	35.00
CASCADE ENGINEERING SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509665	1,363.46
CENTURYLINK	TELEPHONE CHECK NO. - 00509380	355.28
COCHRAN INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00509381	450.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COLUMBIA MEDICAL ASSOC LLC	MEDICAL SERVICES CHECK NO. - 00509382	492.00
COMCAST	IT/DATA SERVICES CHECK NO. - 00509469	1,655.79
COOK SECURITY GROUP	ALARM/SECURITY SERVICES CHECK NO. - 00509668	60.00
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80018531	230.92
DIVINES TOWING/DIV OF DIVINE CORP	MISC SERVICES/CHARGES ACH PMT NO. - 80018438	176.64
DIVINES TOWING/DIV OF DIVINE CORP	TOWING EXPENSE ACH PMT NO. - 80018533	141.32
DR LOUIS C SOWERS	MEDICAL SERVICES ACH PMT NO. - 80018493	1,350.00
EQUIFAX INFORMATION SERVICES LLC	BACKGROUND CHECKS CHECK NO. - 00509678	143.70
EVERGREEN STATE TOWING LLC	TOWING EXPENSE CHECK NO. - 00509680	989.18
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00509385	4.02
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES CHECK NO. - 00509474	18.56
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80018535	75.00
FRANK G STRAUB OR SELBY SMITH OR RICK DOBROW TRUSTEE	CONFIDENTIAL FUNDS CHECK NO. - 00509505	700.00
GONZAGA UNIVERSITY LEADERSHIP CONNECTION	REGISTRATION/SCHOOLING CHECK NO. - 00509387	1,500.00
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80018550	254.12
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	64,274.79
JERRY L KELLER	OPERATIONAL TRAVEL CHECK NO. - 00509390	163.47
KAITLYN DEHART 410 E JIM DARBY DR	OTHER GENERAL GOVT SERVICES CHECK NO. - 00509398	35.00
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS CHECK NO. - 00509688	6.75
LAURI LUCAS	CONTRACTUAL SERVICES ACH PMT NO. - 80018365	3,004.16

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MELISSA DEHN 1716 E COLUMBIA AVE	OTHER GENERAL GOVT SERVICES CHECK NO. - 00509397	35.00
NELSON'S TOWING AND REPAIR/ DIV OF NELCO SERVICES INC	TOWING EXPENSE CHECK NO. - 00509693	158.98
ON CALL TOWING	MISC SERVICES/CHARGES ACH PMT NO. - 80018444	176.64
PAT MCCARTHY PRODUCTIONS INC dba STREET CRIMES	REGISTRATION/SCHOOLING CHECK NO. - 00509408	1,495.00
ROBERT EARL ALFORD dba ALL SERVICE EAST TOWING	TOWING EXPENSE CHECK NO. - 00509660	176.64
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00509339	756.01
SPOKANE CITY TREASURER	STORMWATER FEES CHECK NO. - 00509339	419.20
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00509339	1,455.50
SPOKANE COUNTY 911 SPOKANE COUNTY TREASURER	COUNTY 911 SERVICES CHECK NO. - 00509341	267,799.60
SPOKANE COUNTY COMMUNICATIONS	TELEPHONE CHECK NO. - 00509342	590.07
SPOKANE HOUSING AUTHORITY DBA NE WASHINGTON HOUSING	OPERATING RENTALS/LEASES ACH PMT NO. - 80018544	500.00
SPOKANE INT'L TRANSLATION/DIV OF PERCIBA INC	INTERPRETER COSTS ACH PMT NO. - 80018446	55.00
ST ANN PARISH	OPERATING RENTALS/LEASES CHECK NO. - 00509703	1,650.00
T & T AUTOMOTIVE & TOWING	MISC SERVICES/CHARGES ACH PMT NO. - 80018448	370.93
UNITED PARCEL SERVICE	POSTAGE CHECK NO. - 00509419	113.79
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00509420	325.69
US BANK CORPORATE REAL ESTATE	OPERATING RENTALS/LEASES CHECK NO. - 00509145	995.89
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	33,617.90
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018337	17,365.20
VERIZON WIRELESS BELLEVUE	MINOR EQUIPMENT ACH PMT NO. - 80018337	300.00-

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE CRIMINAL JUSTICE TRAINING COMMISSION	REGISTRATION/SCHOOLING CHECK NO. - 00509421	500.00
WANDERMERE CAR WASH PLAZA LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80018547	224.22
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00509458	74.83
WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION INC	OPERATING RENTALS/LEASES CHECK NO. - 00509149	412.96
WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00509352	575.00
XO COMMUNICATIONS INC	TELEPHONE ACH PMT NO. - 80018452	38.11
ZACHARY M DAHLE	TUITION REIMBURSEMENT CHECK NO. - 00509041	2,457.30
TOTAL FOR 0680 - POLICE		432,975.71

0690 - PROBATION SERVICES

BRK MANAGEMENT SERVICES INC WATCHMAN MONITORING	PROFESSIONAL SERVICES CHECK NO. - 00509306	130.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00509319	7.68
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	690.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	2,393.55
TOTAL FOR 0690 - PROBATION SERVICES		3,221.23

0700 - PUBLIC DEFENDER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80018398	783.84
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80018398	145.17
BLUE MOUNTAIN NEUROPSYCHOLOGICAL ASSOCIATES	MEDICAL SERVICES ACH PMT NO. - 80018430	800.00
C & C YARD CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80018529	86.96
HOWARD G HALCOMB dba DOUBLE H INVESTIGATIONS	LEGAL SERVICES CHECK NO. - 00509113	150.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	1,265.00
LARRY TANGEN	LEGAL SERVICES CHECK NO. - 00509644	2,834.00
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00509052	354.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	5,721.80

TOTAL FOR 0700 - PUBLIC DEFENDER 12,140.77

0750 - ECONOMIC DEVELOPMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	75.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	261.68

TOTAL FOR 0750 - ECONOMIC DEVELOPMENT 336.68

1100 - STREET FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80018476	230,857.37
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80018476	381.45
CENTURYLINK	TELEPHONE CHECK NO. - 00509308	304.55
CHRIS CAFARO	TUITION REIMBURSEMENT CHECK NO. - 00509256	534.20
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80018482	224.94
DANETTE MITCHELL	LOCAL MILEAGE CHECK NO. - 00509048	18.98
DIVERSIFIED WOOD RECYCLING	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80018437	86.00
GRAYBAR ELECTRIC COMPANY INC	OPERATING SUPPLIES CHECK NO. - 00509478	3,630.54
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	4,946.80
INGA M NOTE	LOCAL MILEAGE ACH PMT NO. - 80018346	102.35

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JAMAR TECHNOLOGIES INC	MINOR EQUIPMENT CHECK NO. - 00509484	5,737.00
KPFF CONSULTING ENGINEERS	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80018364	22,578.61
OVERTON SAFETY TRAINING INC	REGISTRATION/SCHOOLING CHECK NO. - 00509333	1,190.00
PRISCILLA D RAMBOW	LOCAL MILEAGE CHECK NO. - 00509051	15.81
ROBERT B TURNER	LOCAL MILEAGE CHECK NO. - 00509055	199.53
SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00509139	132,574.63
SPOKANE COUNTY WATER DIST NO 3	PUBLIC UTILITY SERVICE CHECK NO. - 00509416	10.87
TECHNICHEM CORPORATION	OPERATING SUPPLIES ACH PMT NO. - 80018495	4,304.52
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	18,739.76
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018422	325.94
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	499.12
WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00509423	6,130.27
WILBUR ELLIS COMPANY	OPERATING SUPPLIES CHECK NO. - 00509512	3,186.54
TOTAL FOR 1100 - STREET FUND		436,579.78

1200 - CODE ENFORCEMENT FUND

ANDY LOUIE 162 E FAIRVIEW	DEMOLITION LIENS CHECK NO. - 00509447	500.00
HUMANIX HUMAN RESOURCE PROFESSIONALS	CONTRACTUAL SERVICES CHECK NO. - 00509686	4,334.80
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	565.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	2,097.37
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018450	343.76

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1200 - CODE ENFORCEMENT FUND		7,840.93
1300 - LIBRARY FUND		
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ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00509323	3,050.00
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00509420	1,382.16
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00509347	13,941.94
TOTAL FOR 1300 - LIBRARY FUND		18,374.10
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1360 - MISCELLANEOUS GRANTS FUND		
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ECONORTHWEST	CONTRACTUAL SERVICES	
	CHECK NO. - 00509116	4,500.00
ECONORTHWEST	GRANT CASH PASS THRU ACCOUNT	
	CHECK NO. - 00509116	4,500.00-
TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND		0.00
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1380 - TRAFFIC CALMING MEASURES		
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AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80018398	20.27
KREM TV	PHOTO RED FINES	
4103 S REGAL ST	CHECK NO. - 00509328	986.77
WESTERN SYSTEMS INC	CONSTRUCTION OF FIXED ASSETS	
	CHECK NO. - 00509510	3,090.41
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		4,097.45
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1400 - PARKS AND RECREATION FUND		
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COMCAST	IT/DATA SERVICES	
	CHECK NO. - 00509469	108.98
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	CHECK NO. - 00509385	3.93
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00509323	2,601.90
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00509420	8,854.11



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00509347	19,300.89

WILDROSE LTD dba	OFFICE SUPPLIES	
WILDROSE GRAPHICS	ACH PMT NO. - 80018501	17.39

TOTAL FOR 1400 - PARKS AND RECREATION FUND		30,887.20
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1450 - UNDER FREEWAY PARKING FUND

AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80018397	19.15

SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL	
	CHECK NO. - 00509411	178.64

SPOKANE COUNTY SHERIFF	CONTRACTUAL SERVICES	
SPOKANE COUNTY TREASURER	CHECK NO. - 00509700	13,438.36

TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND		13,636.15
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1460 - PARKING METER REVENUE FUND

ADAMS & CLARKE INC	DEPOSIT-MISCELLANEOUS DEPOSITS	
1720 W 4TH AVE	CHECK NO. - 00509448	25.00

DUNCAN INDUSTRIES/DIV OF	CONTRACTUAL SERVICES	
DUNCAN PARKING TECHNOLOGIES	CHECK NO. - 00509114	4,400.00

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00509323	658.94

LOOMIS ARMORED US INC	CONTRACTUAL SERVICES	
	CHECK NO. - 00509487	910.13

PROFESSIONAL ACCOUNT	SOFTWARE MAINTENANCE	
MANAGEMENT LLC	CHECK NO. - 00509451	11,504.40

RLR DEMOLITION COMAPNY	DEPOSIT-MISCELLANEOUS DEPOSITS	
8005 E BROADVIEW	CHECK NO. - 00509046	25.00

US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00509420	21,600.31

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00509347	1,997.75

VERIZON WIRELESS BELLEVUE	CELL PHONE	
	ACH PMT NO. - 80018450	220.83

TOTAL FOR 1460 - PARKING METER REVENUE FUND		41,342.36
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1510 - SPOKANE RGL EMERG COMM SYS

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	450.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	1,867.72
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018422	145.10
WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE -	1,232.96
XPEDITER TECHNOLOGY LLC	SOFTWARE MAINTENANCE ACH PMT NO. - 80018453	14,171.95
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TOTAL FOR 1510 - SPOKANE RGL EMERG COMM SYS		17,867.73

1540 - HUMAN SERVICES GRANTS FUND

SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES ACH PMT NO. - 80018445	1,811.11
SPOKANE NEIGHBORHOOD ACTION PARTNERS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80018445	1,811.11-
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TOTAL FOR 1540 - HUMAN SERVICES GRANTS FUND		0.00

1541 - CONTINUUM OF CARE

NEW HORIZON CARE CENTERS INC	CONTRACTUAL SERVICES CHECK NO. - 00509405	6,745.00
NEW HORIZON CARE CENTERS INC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00509405	6,745.00-
SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES ACH PMT NO. - 80018445	25,244.90
SPOKANE NEIGHBORHOOD ACTION PARTNERS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80018445	25,244.90-
TRANSITIONS DBA TRANSITIONAL PROGRAMS FOR WOMEN	CONTRACTUAL SERVICES ACH PMT NO. - 80018449	15,041.25
TRANSITIONS DBA TRANSITIONAL PROGRAMS FOR WOMEN	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80018449	15,041.25-
VOLUNTEERS OF AMERICA EASTERN WA & N IDAHO	CONTRACTUAL SERVICES ACH PMT NO. - 80018451	60,180.27
VOLUNTEERS OF AMERICA EASTERN WA & N IDAHO	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80018451	60,180.27-
YWCA	CONTRACTUAL SERVICES ACH PMT NO. - 80018455	20,023.88

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

YWCA	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80018455	20,023.88-
TOTAL FOR 1541 - CONTINUUM OF CARE		0.00
1560 - FORFEITURES & CONTRIBUTION FND		
AA AUTO SALVAGE	MISC SERVICES/CHARGES ACH PMT NO. - 80018425	88.32
ALL SERVICE WEST TOWING	MISC SERVICES/CHARGES CHECK NO. - 00509375	176.64
B & B TOWING LLC	MISC SERVICES/CHARGES ACH PMT NO. - 80018429	105.98
DIVINES TOWING/DIV OF DIVINE CORP	MISC SERVICES/CHARGES ACH PMT NO. - 80018438	105.98
EVERGREEN STATE TOWING LLC	MISC SERVICES/CHARGES CHECK NO. - 00509384	6,989.42
NELSON'S TOWING AND REPAIR/ DIV OF NELCO SERVICES INC	MISC SERVICES/CHARGES CHECK NO. - 00509404	423.93
ON CALL TOWING	MISC SERVICES/CHARGES ACH PMT NO. - 80018444	141.31
RODNEY D SANKEY dba BULLDOG TOWING LLC	MISC SERVICES/CHARGES CHECK NO. - 00509379	70.65
T & T AUTOMOTIVE & TOWING	MISC SERVICES/CHARGES ACH PMT NO. - 80018448	265.23
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		8,367.46
1590 - HOTEL/MOTEL TAX FUND		
SPOKANE PUBLIC FACILITIES DISTRICT	IG PAYMENT FROM FED/STATE/LOCL ACH PMT NO. - 80018335	201,864.78
TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND		201,864.78
1620 - PUBLIC SAFETY & JUDICIAL GRANT		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	1,314.84
SPOKANE COUNTY SHERIFF SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES CHECK NO. - 00509141	5,325.36
SPOKANE COUNTY SHERIFF SPOKANE COUNTY TREASURER	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00509141	5,325.36-

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00509347	286.10

TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT	1,600.94
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1630 - COMBINED COMMUNICATIONS CENTER

CENTURYLINK	TELEPHONE	
	CHECK NO. - 00509308	548.81
DELL MARKETING LP	MINOR EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80018483	3,006.76
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00509323	1,161.40
ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING	
OR CITY OF SPOKANE TREASURER	CHECK NO. - 00509326	1,418.15
OCCUPATIONAL MEDICINE	MEDICAL SERVICES	
ASSOCIATES PS	CHECK NO. - 00509494	164.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00509347	4,537.28
VERIZON WIRELESS BELLEVUE	CELL PHONE	
	ACH PMT NO. - 80018422	122.03

TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER	10,958.43
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1640 - COMMUNICATIONS BLDG M&O FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80018428	7,908.81
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80018428	899.60
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80018434	271.75
FOUR SEASONS LANDSCAPING INC	LANDSCAPE/GROUNDS MAINT	
	CHECK NO. - 00509682	635.92
GRAINGER INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80018550	218.56

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND	9,934.64
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1680 - CD/HS OPERATIONS

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	CHECK NO. - 00509385	11.53

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00509323	525.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00509347	2,038.53
		-----
TOTAL FOR 1680 - CD/HS OPERATIONS		2,575.06

1690 - COMM DEVELOPMENT BLOCK GRANTS

COWLES PUBLISHING COMPANY	ADVERTISING	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80018482	224.94
COWLES PUBLISHING COMPANY	GRANT CASH PASS THRU ACCOUNT	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80018482	224.94-
SNAP FINANCIAL ACCESS	CONTRACTUAL SERVICES	
	CHECK NO. - 00509503	15,527.31
SNAP FINANCIAL ACCESS	GRANT CASH PASS THRU ACCOUNT	
	CHECK NO. - 00509503	15,527.31-
SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80018492	275.13
SPOKANE NEIGHBORHOOD ACTION PARTNERS	GRANT CASH PASS THRU ACCOUNT	
	ACH PMT NO. - 80018492	275.13-
SPOKANE PUBLIC FACILITIES DISTRICT	GRANT CASH PASS THRU ACCOUNT	
	ACH PMT NO. - 80018417	2,197.51-
SPOKANE PUBLIC FACILITIES DISTRICT	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80018417	2,197.51
YWCA	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80018503	3,670.77
YWCA	GRANT CASH PASS THRU ACCOUNT	
	ACH PMT NO. - 80018503	3,670.77-
		-----
TOTAL FOR 1690 - COMM DEVELOPMENT BLOCK GRANTS		0.00

1710 - HOME PROGRAM

KONSTANTIN & TATYANA VASILENKO	CONTRACTUAL SERVICES	
	CHECK NO. - 00509705	69,545.04
KONSTANTIN & TATYANA VASILENKO	GRANT CASH PASS THRU ACCOUNT	
	CHECK NO. - 00509705	69,545.04-
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TOTAL FOR 1710 - HOME PROGRAM		0.00

1910 - CRIMINAL JUSTICE ASSISTANCE FD

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA ASSN OF SHERIFFS & POLICE CHIEFS	STATE OF WASHINGTON CHECK NO. - 00509147	21,494.38
TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD		21,494.38
1940 - CHANNEL FIVE EQUIPMENT RESERVE		
HIP OF SPOKANE COUNTY DBA COMMUNITY MINDED ENTERPRISES	CONTRACTUAL SERVICES ACH PMT NO. - 80018530	42,136.02
TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE		42,136.02
1950 - PARK CUMULATIVE RESERVE FUND		
COLUMBIA FORD INC	VEHICLES CHECK NO. - 00509110	39,583.30
TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND		39,583.30
1970 - EMS FUND		
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80018458	97.72
ANDREW DEWART dba A D TECHNICAL COMMUNICATION	CONTRACTUAL SERVICES CHECK NO. - 00509656	1,984.50
ANDREW P BESSMER	TRAVEL CHECK NO. - 00509255	423.78
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80018428	15,259.77
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80018428	6,680.85
BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00509105	85.06
BLUMENTHAL UNIFORMS & EQUIP	CLOTHING ACH PMT NO. - 80018431	378.12
BOUND TREE MEDICAL LLC	SAFETY SUPPLIES CHECK NO. - 00509464	1,279.17
B-LINE CONSTRUCTION & REMODLING INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80018528	1,478.32
CENTURYLINK	TELEPHONE CHECK NO. - 00509308	272.46
COMCAST	IT/DATA SERVICES CHECK NO. - 00509469	296.12

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COUNTRY HOMES POWER EQUIPMENT	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509670	16.94
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES CHECK NO. - 00509471	4.00
DUO-SAFETY LADDER CORP	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00509674	230.09
ECMS INC DEPT 34922	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00509676	145.15
ELJAY OIL CO INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00509677	183.92
ETHAN J VERDUIN	TRAVEL ACH PMT NO. - 80018393	287.99
EZ LOADER 717 N HAMILTON ST	PROTECTIVE INSPECTION FEES CHECK NO. - 00509393	19.00
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES CHECK NO. - 00509474	43.30
FOOD SERVICES OF AMERICA PO BOX 25119	PROTECTIVE INSPECTION FEES CHECK NO. - 00509392	19.00
FOUR SEASONS LANDSCAPING INC	LANDSCAPE/GROUNDS MAINT CHECK NO. - 00509682	884.85
GENERAL FIRE EXTINGUISHER SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509685	45.11
HARWIN LLC DBA THE DRAIN SPECIALISTS	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00509673	335.61
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	16,656.33
ICON CORPORATION	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80018440	956.56
INDUSTRIAL COMMUNICATIONS SALES & SERVICE CO	VEHICLE REPAIRS/MAINT SUPPLIES CHECK NO. - 00509638	3,369.70
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509326	26,663.18
INLAND NW HEALTH SERVICES	REGISTRATION/SCHOOLING CHECK NO. - 00509327	1,625.00
JAMES BILLMAN	OPERATING SUPPLIES ACH PMT NO. - 80018504	66.29
KURT VANDE VANTER	TUITION REIMBURSEMENT CHECK NO. - 00509290	1,323.10
LEE M VENNING	TUITION REIMBURSEMENT ACH PMT NO. - 80018348	1,350.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MATTHEW G NORTON	PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00509049	205.44
MICHAEL KULSRUD	TUITION REIMBURSEMENT ACH PMT NO. - 80018470	2,520.00
MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	CLOTHING ACH PMT NO. - 80018366	98.87
MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80018443	211.75
NATHAN MULKEY	TUITION REIMBURSEMENT ACH PMT NO. - 80018345	595.00
NATHAN R DENISON	PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00509042	368.49
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES CHECK NO. - 00509494	4,735.00
OUTDOOR OUTFITS	CLOTHING CHECK NO. - 00509495	5,242.50
PARAMOUNT CATERING	TRAVEL CHECK NO. - 00509496	1,211.97
RIVERSIDE 552 LLC PO BOX 21469	PROTECTIVE INSPECTION FEES CHECK NO. - 00509045	19.00
SOUTH HILL AMBULATORY SURGICAL 3707 S GRAND BLVD STE A	PROTECTIVE INSPECTION FEES CHECK NO. - 00509396	19.00
SPOKANE EMERGENCY PHYSICIANS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80018371	5,000.00
THE MEN'S WEARHOUSE INC	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00509692	396.78
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00509420	2,107.20
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	17,976.80
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018422	3,560.43
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80018422	2,422.72
VICTOR JOHN GIAMPIETRI DBA WA STATE FIRST AID	SAFETY SUPPLIES CHECK NO. - 00509292	1,554.41
WA STATE DEPT OF REVENUE	CLOTHING -	456.10
WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY -	20.02



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1970 - EMS FUND		131,182.47
3130 - FIRE IMPROVEMENT FUND		
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BUDINGER & ASSOCIATES INC	CONSTRUCTION PROFESSIONAL SRVC CHECK NO. - 00509107	3,886.25
DCI ENGINEERS D'AMATO CONVERSANO INC	CONSTRUCTION PROFESSIONAL SRVC ACH PMT NO. - 80018354	3,803.06
LEMBECK APPRAISAL & CONSULTING INC	LAND ACQUISITION ACH PMT NO. - 80018538	2,900.00
TOTAL FOR 3130 - FIRE IMPROVEMENT FUND		10,589.31
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3200 - ARTERIAL STREET FUND		
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COFFMAN ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80018507	1,143.79
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80018482	497.64
DONALD M OLIVERI	RIGHT OF WAY CHECK NO. - 00509272	325,750.00
EPIC LAND SOLUTIONS INC	RIGHT OF WAY ACH PMT NO. - 80018375	133,187.63
FIRST AMERICAN TITLE INS	RIGHT OF WAY CHECK NO. - 00509258	775,482.56
GARY L HICKS	RIGHT OF WAY CHECK NO. - 00509043	654.00
GARY S NELSON CONSULTING	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00509684	12,712.50
GEORGE L CANNATA AND SUSAN K CANNATA	RIGHT OF WAY CHECK NO. - 00509307	624.00
JAMES PALMER 8611 N COLTON ST	RIGHT OF WAY CHECK NO. - 00509330	600.00
J-U-B ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80018361	2,135.29
MICHAEL DONAHUE 8309 N COLTON PL	RIGHT OF WAY CHECK NO. - 00509047	250.00
NELSON/NYGAARD CONSULTING ASSOCIATES INC	CONTRACTUAL SERVICES CHECK NO. - 00509132	15,774.50
PACIFIC NW INLANDER/DIV OF INLAND PUBLICATIONS INC	OTHER IMPROVEMENTS CHECK NO. - 00509407	94.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

S M HANSEN CONSULTING	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00509640	4,563.75
SPOKANE CITY TREASURER	RIGHT OF WAY CHECK NO. - 00509411	199.45
SPOKANE COUNTY TITLE CO	RIGHT OF WAY CHECK NO. - 00509415	580,008.91
TAYLOR ENGINEERING INC TAYLOR LANDSCAPE ARCHITECTS	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00509645	76,538.43
THOMAS DEAN & HOSKINS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00509646	31,581.91
VIRGINIA BEATY 8319 N COLTON PL	RIGHT OF WAY CHECK NO. - 00509329	250.00
TOTAL FOR 3200 - ARTERIAL STREET FUND		1,962,048.36
3346 - CAPITAL IMPROVEMENTS 2015 PARK		
COCHRAN INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00509381	300.00
TOTAL FOR 3346 - CAPITAL IMPROVEMENTS 2015 PARK		300.00
3404 - 2004 UTGO STREET BONDS		
WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00509422	52.99
TOTAL FOR 3404 - 2004 UTGO STREET BONDS		52.99
4100 - WATER DIVISION		
ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS CHECK NO. - 00509460	40.00
ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80018523	360.00
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80018459	1,122.75
AUTO-RAIN SUPPLY INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80018350	2,670.09
AVISTA UTILITIES	PUBLIC UTILITY SERVICE ACH PMT NO. - 80018476	19.15
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80018428	59,570.50

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80018428	3,823.52
CENTURYLINK	TELEPHONE CHECK NO. - 00509308	706.20
COPIERS NORTHWEST INC	REPAIRS/MAINTENANCE ACH PMT NO. - 80018435	255.82
EDGE CONSTRUCTION SUPPLY	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00509117	5,734.80
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00509385	31.22
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER CHECK NO. - 00509480	16,491.55
H D SUPPLY WATERWORKS LTD	INVENTORY PURCHASES FOR WATER CHECK NO. - 00509481	105,104.21
HACH COMPANY AMERICAN SIGMA	MINOR EQUIPMENT CHECK NO. - 00509482	6,985.60
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80018486	1,207.50
HATCH ASSOCIATES CONSULTANTS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80018359	39,048.46
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	7,346.00
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00509389	644.69
JAMES MADSEN 1311 N WASHINGTON ST #A	REFUNDS CHECK NO. - 00509262	29.30
JOHN NOWAK 1103 WHITEWATER DR	REFUNDS CHECK NO. - 00509399	138.69
LISH EXCAVATION CO	CONTRACTUAL SERVICES CHECK NO. - 00509270	12,145.00
M & L SUPPLY CO INC	INVENTORY PURCHASES FOR WATER CHECK NO. - 00509128	961.20
MARY ANN KORHONEN 11105 185TH AVE E	REFUNDS CHECK NO. - 00509442	23.54
MARY MORRIS 2408 N HAMILTON ST	REFUNDS CHECK NO. - 00509261	116.04
NORCO INC	MINOR EQUIPMENT CHECK NO. - 00509133	4,748.73
NORCO INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00509133	133.27

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORTHROP GRUMAN SYSTEMS CORP	CONTRACTUAL SERVICES ACH PMT NO. - 80018490	16,226.78
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CHECK NO. - 00509661	55.00
OPEN SQUARE dba BANK & OFFICE INTERIORS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80018377	3,158.81
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00509453	1,792.02
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00509052	436.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00509642	114.93
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00509642	83,046.38
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00509420	29.03
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	28,763.24
VAN NESS FELDMAN LLP	LEGAL SERVICES CHECK NO. - 00509146	987.50
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018422	2,393.24
WATER DEPARTMENT IMPREST FUND	PARKING/TOLLS CHECK NO. - 00509424	11.25
WATER DEPARTMENT IMPREST FUND	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00509424	40.00
WATER DEPARTMENT IMPREST FUND	TRAVEL CHECK NO. - 00509424	74.94
WHITE BLOCK COMPANY INC	INVENTORY PURCHASES FOR WATER CHECK NO. - 00509511	3,427.96
WHITE BLOCK COMPANY INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00509511	12,484.21
TOTAL FOR 4100 - WATER DIVISION		422,499.12
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4250 - INTEGRATED CAPITAL MANAGEMENT		
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BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00509465	6,775.80
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80018482	1,971.65

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONSTRUCTION PROFESSIONAL SRVC ACH PMT NO. - 80018482	204.93
DCI ENGINEERS D'AMATO CONVERSANO INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80018354	800.00
EPIC LAND SOLUTIONS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80018375	5,067.50
ESVELT ENVIRONMENTAL ENGINEERING	CONSTRUCTION PROFESSIONAL SRVC CHECK NO. - 00509679	107,588.89
FIRST AMERICAN TITLE INS	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00509320	271.75
HATCH ASSOCIATES CONSULTANTS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80018359	718.48
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	700.00
KIMBERLY McCALL 1527 N CRESTLINE ST	REFUNDS CHECK NO. - 00509441	15.62
KNT INC dba HYDROLAWN	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00509483	3,747.98
LILY SPENCER 915 S PINES RD APT 201	REFUNDS CHECK NO. - 00509401	20.96
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00509488	15,668.34
MARY ANN KORHONEN 11105 185TH AVE E	REFUNDS CHECK NO. - 00509442	20.19
MARY MORRIS 2408 N HAMILTON ST	REFUNDS CHECK NO. - 00509261	204.85
MURRAY, SMITH & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00509131	13,399.00
PALL CORPORATION dba PALL ADVANCED SEPARATIONS SYSTEMS	CONSTRUCTION PROFESSIONAL SRVC CHECK NO. - 00509136	33,697.00
PAMELA S GAY	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00509435	2,433.00
PUTTMAN INFRASTRUCTURE INC	CONTRACTUAL SERVICES CHECK NO. - 00509695	3,133.43
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00509281	48.34
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00509642	42,059.20
SPOKANE COUNTY TITLE CO	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00509415	1,173.96

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TAYLOR ENGINEERING INC	CONSTRUCTION OF FIXED ASSETS	
TAYLOR LANDSCAPE ARCHITECTS	CHECK NO. - 00509507	2,670.00
THOMAS DEAN & HOSKINS INC	CONSTRUCTION OF FIXED ASSETS	
	CHECK NO. - 00509286	4,158.11
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00509347	3,191.56
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		249,740.54

4300 - SEWER FUND

JAMES MADSEN	REFUNDS	
1311 N WASHINGTON ST #A	CHECK NO. - 00509262	11.22
KIMBERLY McCALL	REFUNDS	
1527 N CRESTLINE ST	CHECK NO. - 00509441	23.48
LILY SPENCER	REFUNDS	
915 S PINES RD APT 201	CHECK NO. - 00509401	32.01
MARY ANN KORHONEN	REFUNDS	
11105 185TH AVE E	CHECK NO. - 00509442	24.54
MARY MORRIS	REFUNDS	
2408 N HAMILTON ST	CHECK NO. - 00509261	248.93
SPOKANE CITY TREASURER	REFUNDS	
	CHECK NO. - 00509281	75.01
TOTAL FOR 4300 - SEWER FUND		415.19

4310 - SEWER MAINTENANCE DIVISION

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80018458	1,447.87
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80018476	419.12
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80018476	344.96
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00509380	1,505.40
COCHRAN INC	BUILDING REPAIRS/MAINTENANCE	
	CHECK NO. - 00509381	1,400.00
COFFMAN ENGINEERS INC	ENGINEERING SERVICES	
	ACH PMT NO. - 80018461	2,000.00
CONSOLIDATED SUPPLY CO	OTHER REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80018481	1,684.85

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CPM DEVELOPMENT CORP DBA CENTRAL PRE-MIX CONCRETE CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00509468	179.09
FREEDOM SALES & SUPPLY LLC	SAFETY SUPPLIES CHECK NO. - 00509477	995.20
H D FOWLER COMPANY	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00509480	7,205.47
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	3,700.00
INFRASTRUCTURE REPAIR SYSTEMS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00509260	14,506.48
INTEGRA INFORMATION TECHNOLOGIES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80018537	1,077.14
LEAVITT MACHINERY USA INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509486	584.63
LYNN SCHMIDT	TRAVEL CHECK NO. - 00509338	103.75
NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00509331	28.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CHECK NO. - 00509661	165.00
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES CHECK NO. - 00509332	103.75
OXARC INC	SAFETY SUPPLIES ACH PMT NO. - 80018367	255.80
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00509642	38,960.93
SPOKANE COUNTY TREASURER	EXTERNAL TAXES/OPER ASSESSMT ACH PMT NO. - 80018415	36.86
T-MOBILE	CELL PHONE CHECK NO. - 00509344	469.40
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	11,536.22
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018422	1,303.98
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	1,262.06
WASHINGTON WASTEWATER COLLECTION PERSONNEL ASSN	REGISTRATION/SCHOOLING CHECK NO. - 00509459	3,600.00
WILLIAM R PEACOCK	LOCAL MILEAGE ACH PMT NO. - 80018347	54.05

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

XO COMMUNICATIONS INC	TELEPHONE ACH PMT NO. - 80018466	161.51
ZACHARY BARRETT	PERMITS/OTHER FEES CHECK NO. - 00509039	20.00
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		----- 95,111.52

4320 - ADVANCED WASTEWATER TRTMT PLNT

ADVANCED UNDERGROUND UTILITY LOCATING INC	MISC SERVICES/CHARGES CHECK NO. - 00509374	150.00
ANATEK LABS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80018523	70.00
APSCO LLC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509103	3,141.13
AVISTA UTILITIES	HEATING SUPPLIES ACH PMT NO. - 80018398	931.09
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80018476	108,801.85
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80018398	4,499.47
CENTURYLINK	TELEPHONE CHECK NO. - 00509380	1,330.61
COMCAST	TELEPHONE CHECK NO. - 00509311	88.40
COOK SECURITY GROUP	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00509668	885.00
EUROFINS FRONTIER GLOBAL SCIENCES INC	PROFESSIONAL SERVICES ACH PMT NO. - 80018534	1,510.00
EVOQUA WATER TECHNOLOGIES LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80018357	11,396.51
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00509385	1,539.64
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES CHECK NO. - 00509474	43.30
FISHER SCIENTIFIC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00509119	1,050.66
GRAINGER INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80018506	6,513.69
GREEN RIVER COMMUNITY COLLEGE/ GRCC-WW	REGISTRATION/SCHOOLING CHECK NO. - 00509321	2,520.00



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	5,700.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80018360	12,168.42
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00509389	130.66
K & L GATES LLP RCAC	PROFESSIONAL SERVICES ACH PMT NO. - 80018406	2,926.00
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80018363	27,336.10
KING SOFT WATER COMPANY	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509687	91.31
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES CHECK NO. - 00509332	103.75
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80018376	3,962.03
PACIFIC RIM LABORATORIES INC	PROFESSIONAL SERVICES CHECK NO. - 00509135	4,500.00
PHENOVA INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00509274	511.17
POLYDYNE INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80018379	7,820.00
SIERRA MONITOR CORP	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509277	2,431.76
SIMPLEXGRINNELL LP	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509278	1,509.19
SNO VALLEY PROCESS SOLUTIONS	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509279	1,825.07
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00509642	37,095.40
SVL ANALYTICAL INC	PROFESSIONAL SERVICES CHECK NO. - 00509285	346.50
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80018383	8,439.04
T-MOBILE	CELL PHONE CHECK NO. - 00509344	14.20
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	20,614.56
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018422	1,582.69

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	CHEMICAL/LAB SUPPLIES	
	-	680.34
ZEP MANUFACTURING CO	OTHER REPAIRS/MAINT SUPPLIES	
	CHECK NO. - 00509301	674.37
TOTAL FOR 4320 - ADVANCED WASTEWATER TRTMT PLNT		284,933.91
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4360 - ENVIRONMENTAL PROGRAMS		
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ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00509323	225.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00509347	734.95
TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS		959.95
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4370 - SEWER CONSTRUCTION FUND		
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DALLY ENVIRONMENTAL LLC	CONSTRUCTION PROFESSIONAL SRVC	
	ACH PMT NO. - 80018532	6,897.51
GARCO CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS	
	CHECK NO. - 00509386	99,146.35
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80018439	399,991.16
J-U-B ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80018361	8,665.17
K & L GATES LLP	CONSTRUCTION PROFESSIONAL SRVC	
RCAC	ACH PMT NO. - 80018406	504.00
SOILTEST FARM CONSULTANTS INC	CONSTRUCTION OF FIXED ASSETS	
	CHECK NO. - 00509641	4,900.10
TAYLOR ENGINEERING INC	CONSTRUCTION OF FIXED ASSETS	
TAYLOR LANDSCAPE ARCHITECTS	CHECK NO. - 00509144	312.50
TRINDERA ENGINEERING	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80018545	3,859.45
TOTAL FOR 4370 - SEWER CONSTRUCTION FUND		524,276.24
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4480 - SOLID WASTE FUND		
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KIMBERLY McCALL	REFUNDS	
1527 N CRESTLINE ST	CHECK NO. - 00509441	20.84
LILY SPENCER	REFUNDS	
915 S PINES RD APT 201	CHECK NO. - 00509401	15.69

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MARY MORRIS	REFUNDS	
2408 N HAMILTON ST	CHECK NO. - 00509261	128.93
SPOKANE CITY TREASURER	REFUNDS	
	CHECK NO. - 00509412	49.68
SPOKANE CITY TREASURER OR	DEPOSIT-SALES TAX	
WASH STATE DEPT OF REVENUE	CHECK NO. - 00509642	853.65
TOTAL FOR 4480 - SOLID WASTE FUND		1,068.79

4490 - SOLID WASTE DISPOSAL

ABB INC	SOFTWARE (NONCAPITALIZED)	
	CHECK NO. - 00509100	20,680.00
ALLIED SAFE & VAULT CO INC DBA	EQUIPMENT REPAIRS/MAINTENANCE	
ALLIED FIRE AND SECURITY	ACH PMT NO. - 80018427	73.50
BANNER FURNACE & FUEL	OPERATING SUPPLIES	
	CHECK NO. - 00509462	86.74
BARR-TECH LLC	PROFESSIONAL SERVICES	
	CHECK NO. - 00509104	21,431.36
BRENNTAG PACIFIC	CHEMICAL/LAB SUPPLIES	
	CHECK NO. - 00509106	46,675.64
CUSTOM SPRAY SERVICE INC	LANDSCAPE/GROUNDS MAINT	
	CHECK NO. - 00509312	380.45
DICK IRVIN INC.	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80018510	24,415.85
ECOCHAM ANALYTICS INC	CONTRACTUAL SERVICES	
	CHECK NO. - 00509115	18,594.22
ELJAY OIL CO INC	LUBRICANTS-OUTSIDE VENDOR	
	CHECK NO. - 00509257	522.56
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR	
	CHECK NO. - 00509118	708.94
FOLSOM INDUSTRIES INC	OTHER REPAIRS/MAINT SUPPLIES	
dba FOLSOM MFG INC	CHECK NO. - 00509476	3,438.18
GRAINGER INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80018506	1,058.83
GRAINGER INC	OTHER REPAIRS/MAINT SUPPLIES	
	ACH PMT NO. - 80018506	1,742.11
GRAYMONT CAPITAL INC.	CHEMICAL/LAB SUPPLIES	
	CHECK NO. - 00509479	30,313.38
GREENSCAPE LANDSCAPING CORP	LANDSCAPE/GROUNDS MAINT	
	CHECK NO. - 00509121	2,331.63

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HDR ENGINEERING INC	PROFESSIONAL SERVICES CHECK NO. - 00509124	2,059.71
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	3,255.00
JOSEPH WHITEMAN	CLOTHING ACH PMT NO. - 80018474	150.00
JOSEPH WHITEMAN	PARKING/TOLLS ACH PMT NO. - 80018474	22.00
MCCOY POWER CONSULTANTS INC	CONTRACTUAL SERVICES CHECK NO. - 00509690	7,984.83
MSDSOONLINE INC	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80018442	100.00
NORCO INC	OPERATING SUPPLIES CHECK NO. - 00509493	592.42
OIL RE-REFINING CO INC	PROFESSIONAL SERVICES CHECK NO. - 00509406	105.00
OXARC INC	CONTRACTUAL SERVICES ACH PMT NO. - 80018367	325.00
PACIFIC NW INLANDER/DIV OF INLAND PUBLICATIONS INC	ADVERTISING CHECK NO. - 00509334	832.00
PATRIOT FIRE PROTECTION INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509409	11,040.66
PRIORITY 1 MAINTENANCE & JANITORIAL	LAUNDRY/JANITORIAL SERVICES CHECK NO. - 00509410	234.00
REGIONAL DISPOSAL COMPANY OR CITY OF SPOKANE	CONTRACTUAL SERVICES ACH PMT NO. - 80018368	282,263.19
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00509052	235.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-REFUSE COLLECTION TAX CHECK NO. - 00509642	9.44
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00509642	12,277.63
SPOKANE COUNTY CORRECTIONS SPOKANE COUNTY TREASURER	SPOKANE COUNTY MISC SERVICES CHECK NO. - 00509699	3,473.37
SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES CHECK NO. - 00509054	12,371.00
STERICYCLE ENVIRONMENTAL SOLUTIONS INC dba PSC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80018542	26,924.41
TOBY'S BATTERY & AUTO ELECTRIC	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00509417	1,535.94

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TRAFFIC SAFETY SUPPLY INC	CONTRACTUAL SERVICES CHECK NO. - 00509288	311.42
UNITEC DORSH LLC C/O UNITEC CORPORATION	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509418	407.63
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00509420	6,509.08
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	16,288.94
WHEELABRATOR SPOKANE INC OR CITY OF SPOKANE TREASURER	WHEELABRATOR SPOKANE, INC ACH PMT NO. - 80018500	556,914.27
WM RECYCLE AMERICA LLC	CONTRACTUAL SERVICES CHECK NO. - 00509426	654.80
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		1,119,330.13

4500 - SOLID WASTE COLLECTION

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS CHECK NO. - 00509460	102.00
ALLEN DODGE	OTHER IMPROVEMENTS CHECK NO. - 00509315	7,500.00
ALLIED ENVELOPE	PRINTING/BINDING OS VENDOR CHECK NO. - 00509102	46.34
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80018476	4,053.93
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80018476	350.12
BARR-TECH LLC	PROFESSIONAL SERVICES CHECK NO. - 00509664	107,252.34
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80018460	6,148.24
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES CHECK NO. - 00509474	24.74
FROSTY ICE/DIV OF R PLUM CORP EMPIRE COLD STORAGE & FROSTY	OPERATING SUPPLIES CHECK NO. - 00509683	123.60
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	5,037.50
LILAC CITY SPRINKLERS	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80018407	86.53
OTTO ENVIRONMENTAL SYSTEMS LLC	MACHINERY/EQUIPMENT ACH PMT NO. - 80018378	26,959.60

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OTTO ENVIRONMENTAL SYSTEMS LLC	OPERATING SUPPLIES ACH PMT NO. - 80018378	4,870.86
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00509642	58,325.74
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	18,663.00
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018450	228.78
WM RECYCLE AMERICA LLC	CONTRACTUAL SERVICES CHECK NO. - 00509426	113,680.59
WM RECYCLE AMERICA LLC	SALE OF RECYCLING MATERIALS CHECK NO. - 00509426	72,048.03-
WSF LLC dba WESTERN SYSTEMS &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80018502	7,523.14
ZONAR SYSTEMS LLC	CONTRACTUAL SERVICES CHECK NO. - 00509302	37,555.03
ZONAR SYSTEMS LLC	IT/DATA SERVICES CHECK NO. - 00509706	13,826.64
TOTAL FOR 4500 - SOLID WASTE COLLECTION		340,310.69
4600 - GOLF FUND		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	368.10
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00509420	6,791.80
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	3,953.87
TOTAL FOR 4600 - GOLF FUND		11,113.77
4700 - DEVELOPMENT SVCS CENTER		
ADVANCED TECHNOLOGY INC 20220 N HOLCOMB RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00509044	15.00
BLADWIN SIGN COMPANY PO BOX 6819	PERMIT REFUNDS PAYABLE CHECK NO. - 00509446	235.00
DANIEL J EAGLE	ADVISORY TECHNICAL SERVICE CHECK NO. - 00509433	60.00
FALCOS INC 9310 E SPRAGUE	PERMIT REFUNDS PAYABLE CHECK NO. - 00509268	15.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	2,142.51
INTEGRA INFORMATION TECHNOLOGIES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80018537	1,023.16
JEAN DUHAMIE 1703 GORDON ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00509266	15.00
JOHN B HARE	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80018467	60.00
KENNETH W LANDRUS	ADVISORY TECHNICAL SERVICE CHECK NO. - 00509440	180.00
MATTHEW HENRY	REGISTRATION/SCHOOLING ACH PMT NO. - 80018468	189.00
MERIT ELECTRIC OF SPOKANE INC 815 N HELENA	PERMIT REFUNDS PAYABLE CHECK NO. - 00509267	20.00
PATRICK ALLEN JOHNSTON	ADVISORY TECHNICAL SERVICE CHECK NO. - 00509449	60.00
ROBERT W KAUL	ADVISORY TECHNICAL SERVICE CHECK NO. - 00509439	60.00
TENA RISLEY	ADVISORY TECHNICAL SERVICE CHECK NO. - 00509452	240.00
TRAVIS J GREEN	ADVISORY TECHNICAL SERVICE CHECK NO. - 00509436	180.00
TRUEPOINT SOLUTIONS LLCC	CONTRACTUAL SERVICES CHECK NO. - 00509704	6,317.52
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00509420	22,168.72
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	9,105.93
WA STATE DEPT OF ECOLOGY CASHERING SECTION	REGISTRATION/SCHOOLING ACH PMT NO. - 80018546	150.00
WILDROSE LTD dba WILDROSE GRAPHICS	OFFICE SUPPLIES ACH PMT NO. - 80018387	34.78

TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER 42,271.62

5100 - FLEET SERVICES FUND

ADVANCED PAGING & COMMUNICATIONS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00509101	2,844.35
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80018398	38.91

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BATTERY SYSTEMS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00509463	2,642.18
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80018351	2,044.33
C & B UPHOLSTERY INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509466	119.57
CENTURYLINK	TELEPHONE CHECK NO. - 00509380	23.55
CHEVRON USA INC	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00509309	89.61
CITY GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80018479	320.67
CLYDE/WEST INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509109	2,607.40-
CLYDE/WEST INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00509109	7,651.51
CONNELL OIL INC DBA CO-ENERGY	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80018480	2,156.01
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509470	661.64
D & W SUPPLIES INC D & W TIRE DEALERS SUPPLIES	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00509111	108.04
DESIGN SPACE MODULAR BUILDINGS INC	OPERATING RENTALS/LEASES CHECK NO. - 00509672	280.08
DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00509472	82.05
DIVERSIFIED INSPECTIONS/ILT INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509112	2,820.00
EMPIRE BOLT AND SCREW INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00509473	130.68
FLEET SERVICES IMPREST FUND	PETTY CASH-FLEET CHECK NO. - 00509434	600.00
GENERAL EQUIPMENT COMPANY	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00509259	1,193.47
GRAINGER INC	MINOR EQUIPMENT ACH PMT NO. - 80018506	279.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	1,560.00
KENWORTH SALE COMPANY	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00509485	2,785.39



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MODERN MACHINERY CO INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00509130	30,052.89
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00509491	82.25
NAPA AUTO PARTS GENUINE PARTS CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00509492	630.69
NW TRAILER CENTER INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509134	1,716.59
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES CHECK NO. - 00509332	71.25
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00509475	132.66
PACIFIC POWER GROUP LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80018491	325.50
PETROCARD SYSTEMS INC PACIFIC PRIDE	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00509273	33.24
RIVER CITY BODY & PAINT RIVER CITY COLLISION CENTER	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509275	2,988.27
ROUSE'S TOWING & RECOVERY INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509501	337.51
SIX ROBBLEES INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00509502	1,086.39
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00509052	177.00
SPOKANE CRANE & MACHINERY MOVERS LLC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509284	586.98
SPOKANE INDUSTRIAL SUPPLY	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80018494	57.46
STEVEN E RIGGS	TRAVEL CHECK NO. - 00509499	17.00
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509287	6,161.15
TRANSPORT EQUIPMENT INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80018496	104.55
ULRICK'S AUTOMATIC TRANSMISSION SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509289	1,986.27
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	5,966.85
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	152.08

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WALTER E NELSON CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00509293	85.29
WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00509423	340.08
WATSON PAINT AND BODY WORKS	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509425	645.32
WENDLE FORD NISSAN ISUZU	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509294	3,115.29
WESTERN PETERBILT INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80018499	4,870.38
WESTERN REFUSE & RECYCLING EQUIPMENT INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00509508	554.53
WESTERN STATES EQUIPMENT CO	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509509	7,620.89
WESTERN STATES EQUIPMENT CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00509509	36.21
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509300	481.75
TOTAL FOR 5100 - FLEET SERVICES FUND		96,240.46

5200 - PUBLIC WORKS AND UTILITIES

BANK OF AMERICA ACCOUNT ANALYSIS	MISC SERVICES/CHARGES CHECK NO. - 00509378	29,450.70
FAIRFAX IMAGING INC	SOFTWARE MAINTENANCE CHECK NO. - 00509681	42,015.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	1,385.00
JAMES MADSEN 1311 N WASHINGTON ST #A	REFUNDS CHECK NO. - 00509262	10.00
JERRY A COULTER	CLOTHING ACH PMT NO. - 80018341	67.80
LU A GLASSER	CLOTHING ACH PMT NO. - 80018343	93.87
MARY MORRIS 2408 N HAMILTON ST	REFUNDS CHECK NO. - 00509261	175.70
SARAH J DEATRICH	CLOTHING ACH PMT NO. - 80018389	362.17
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00509642	915.50

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00509420	106,954.36
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00509347	4,136.92
WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE	
	-	3,655.31
WILLIAM DOWNS	CLOTHING	
	ACH PMT NO. - 80018342	143.09
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		189,365.42

5300 - IT FUND

ASSETWORKS	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80018525	6,903.50
AT&T	TELEPHONE	
	CHECK NO. - 00509376	323.89
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00509380	4,444.36
CERIUM NETWORKS INC	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80018433	37,001.48
COMCAST	IT/DATA SERVICES	
	CHECK NO. - 00509469	302.30
DATABANK IMX LLC	ADVISORY TECHNICAL SERVICE	
	CHECK NO. - 00509636	3,485.00
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	CHECK NO. - 00509471	4.55
DLT SOLUTIONS LLC	SOFTWARE MAINTENANCE	
dba DLT SOLUTIONS	CHECK NO. - 00509383	258,801.53
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00509323	2,641.01
MICHAEL A SLOON	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80018392	250.00
PITNEY BOWES RESERVE ACCOUNT	PREPAID POSTAGE	
POSTAGE BY PHONE RESERVE ACCT	CHECK NO. - 00509450	45,000.00
PRO MECHANICAL SERVICES INC	HARDWARE MAINTENANCE	
	ACH PMT NO. - 80018513	1,151.14
RIVER PARK SQUARE LLC	OPERATING RENTALS/LEASES	
	CHECK NO. - 00509696	640.00
SPOKANE COUNTY INFO SYSTEMS	SOFTWARE MAINTENANCE	
SPOKANE COUNTY TREASURER	CHECK NO. - 00509701	9,505.33

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	9,347.65
US POSTMASTER PRESORT STANDARD PERMIT #722	PREPAID POSTAGE CHECK NO. - 00509457	5,000.00
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018422	896.24
WA STATE DEPT OF REVENUE OR CITY OF SPOKANE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00509291	262.50
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING RENTALS/LEASES CHECK NO. - 00509671	33.67
WILDROSE LTD dba WILDROSE GRAPHICS	OFFICE SUPPLIES ACH PMT NO. - 80018501	34.78
XEROX CORPORATION	OPERATING RENTALS/LEASES ACH PMT NO. - 80018549	3,992.38
TOTAL FOR 5300 - IT FUND		390,021.31

5400 - REPROGRAPHICS FUND

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES CHECK NO. - 00509471	4.00
HAIGHT BROTHERS INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00509388	132.40
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	115.00
PRESSTEK INC	HARDWARE MAINTENANCE CHECK NO. - 00509639	1,508.21
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	568.05
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80018386	593.71
TOTAL FOR 5400 - REPROGRAPHICS FUND		2,921.37

5600 - ACCOUNTING SERVICES

BANK OF AMERICA ACCOUNT ANALYSIS	CONTRACTUAL SERVICES CHECK NO. - 00509378	587.32
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80018482	28.04
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES CHECK NO. - 00509471	4.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	2,385.00
KIMBERLY K ORLOB	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80018456	230.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES CHECK NO. - 00509487	336.46
SYSTEM INNOVATORS DIV OF N HARRIS COMPUTER CORP	SOFTWARE MAINTENANCE CHECK NO. - 00509643	11,297.63
THEA A PRINCE	LOCAL MILEAGE ACH PMT NO. - 80018457	17.25
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00509420	9,611.73
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	9,655.82
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80018422	40.01
TOTAL FOR 5600 - ACCOUNTING SERVICES		34,193.26

5800 - RISK MANAGEMENT FUND

ALTERNATIVE SERVICE CONCEPTS LLC/ASC	INSURANCE ADMINISTRATION ACH PMT NO. - 80018522	23,758.24
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	30.00
RYAN, SWANSON & CLEVELAND PLLC	CONTRACTUAL SERVICES CHECK NO. - 00509697	17.52
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00509420	97.35
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80018517	11,719.20
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	150.51
TOTAL FOR 5800 - RISK MANAGEMENT FUND		35,772.82

5810 - WORKERS' COMPENSATION FUND

CORVEL CORPORATION M/S 44	INSURANCE ADMINISTRATION CHECK NO. - 00509669	3,505.90
EXAMINETICS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80018358	2,900.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	CHECK NO. - 00509385	18.54
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00509323	273.75
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00509347	1,140.82
VENTIV TECHNOLOGY INC	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80018385	38,740.68
VERIZON WIRELESS BELLEVUE	CELL PHONE	
	ACH PMT NO. - 80018497	24.31
VICTOR J GIAMPIETRI II	CONTRACTUAL SERVICES	
DBA WA STATE FIRST AID	CHECK NO. - 00509148	1,000.00
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		47,604.00

5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00509323	3.74
NATIONAL EMPLOYERS COUNCIL INC	INSURANCE ADMINISTRATION	
DBA PEOPLESYSTEMS	CHECK NO. - 00509137	500.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00509347	8.91
WA STATE EMPLOYMENT SECURITY	INSURANCE CLAIMS	
DEPT	CHECK NO. - 00509647	226,795.62
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		227,308.27

5830 - EMPLOYEES BENEFITS FUND

A W REHN & ASSOCIATES	CONTRACTUAL SERVICES	
	CHECK NO. - 00509658	998.75
A W REHN & ASSOCIATES	INSURANCE ADMINISTRATION	
	CHECK NO. - 00509657	284.00
APS HEALTHCARE BETHESDA INC	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80018349	5,439.00
GROUP HEALTH COOPERATIVE	INSURANCE CLAIMS	
	ACH PMT NO. - 80018536	305,654.31
HRA VEBA TRUST	INSURANCE PREMIUMS	
HRA VEBA TRUST CONTRIBUTIONS	ACH PMT NO. - 80018462	150.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00509323	255.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MOLONEY & O'NEILL LIFE INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80018540	9,444.48
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80018512	893,203.39
SPOKANE FIRE FIGHTERS BENEFIT TRUST	INSURANCE PREMIUMS ACH PMT NO. - 80018543	508,560.12
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	702.41
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80018548	6,766.82
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE CLAIMS ACH PMT NO. - 80018548	69,049.12
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		1,800,507.40

5900 - ASSET MANAGEMENT FUND OPS

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80018459	190.39
AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80018397	21,635.25
AVISTA CORPORATION	UTILITY NATURAL GAS ACH PMT NO. - 80018397	2,220.55
CENTURYLINK	TELEPHONE CHECK NO. - 00509380	23.55
COEUR D'ALENE SERVICE STATION EQUIPMENT	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80018352	344.58
CRAMBLIT INC dba HOTSYS OF SPOKANE	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00509125	375.02
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00509323	405.00
INTEGRA INFORMATION TECHNOLOGIES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80018537	2,840.12
JOHNSON CONTROLS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80018441	3,345.51
JTL ENGINEERING PLLC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00509438	650.00
MCKINSTRY CO LLC LOCKBOX	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00509691	2,200.71
MORAN FENCE INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00509490	922.86

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PRIORITY 1 MAINTENANCE & JANITORIAL	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00509497	455.63
RIVER CITY GLASS INC	CONTRACTUAL SERVICES CHECK NO. - 00509500	234.26
STANDARD DIGITAL PRINT CO INC	PRINTING/BINDING OS VENDOR ACH PMT NO. - 80018382	78.92
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00509420	190.39
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00509347	1,632.06
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018497	343.03
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		38,087.83

5901 - ASSET MANAGEMENT FUND CAPITAL

ADVANCED TRAFFIC PRODUCTS INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80018475	45,298.02
BACON CONCRETE INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00509377	298,056.42
CASSEL PROMOTIONS AUTO SOX USA INC	CONSTRUCTION IN PROGRESS ACH PMT NO. - 80018432	809.82
D R SCOTT CONSTRUCTION LLC	BUILDING IMPROVEMENTS ACH PMT NO. - 80018436	12,703.25
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00509402	708.10
TC SHERRY & ASSOCIATES PS dba SPVV LANDSCAPE ARCHITECTS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80018447	205.40
THE MALLORY CO	PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00509489	2,647.93
TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		360,428.94

6070 - FIREFIGHTERS' PENSION FUND

US BANK TRUST NA OR CITY OF SPOKANE	PURCHASE OF INVESTMENTS CHECK NO. - 00509456	2,000,000.00
TOTAL FOR 6070 - FIREFIGHTERS' PENSION FUND		2,000,000.00

6100 - RETIREMENT



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00509323	210.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00509347	703.60

TOTAL FOR 6100 - RETIREMENT	913.60
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6200 - FIREFIGHTERS' PENSION FUND

MOLONEY & O'NEILL LIFE INC	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80018540	3,330.00
PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80018512	106,483.78
SAGEVIEW CONSULTING GROUP, LLC	CONTRACTUAL SERVICES	
	CHECK NO. - 00509698	16,925.00

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND	126,738.78
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6300 - POLICE PENSION

EDDIE L QUIST	SERVICE REIMBURSEMENT	
	ACH PMT NO. - 80018472	17,338.38
MOLONEY & O'NEILL LIFE INC	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80018540	3,330.00
PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80018512	86,051.12
SAGEVIEW CONSULTING GROUP, LLC	CONTRACTUAL SERVICES	
	CHECK NO. - 00509698	17,376.00

TOTAL FOR 6300 - POLICE PENSION	124,095.50
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6960 - SALARY CLEARING FUND NEW

A W REHN & ASSOCIATES INC OR	AW REHN-SEC 125 DEPENDENT CARE	
SPOKANE CITY TREASURER	ACH PMT NO. - 80018395	4,688.04
A W REHN & ASSOCIATES INC OR	AW REHN-SEC 125 HEALTH	
SPOKANE CITY TREASURER	ACH PMT NO. - 80018395	9,559.72
CHILD SUPPORT SERVICES	IDAHO CHILD SUPPORT SERVICE	
IDAHO CHILD SUPPORT RECEIPTING	CHECK NO. - 00509310	450.00
DANIEL H BRUNNER, TRUSTEE	DANIEL H BRUNNER, TRUSTEE	
CHAPTER 13 TRUSTEE	CHECK NO. - 00509313	1,536.00
DIGNITARY PROTECTION TEAM FUND	DIGNITARY PROTECTION TEAM FUND	
% SPOKANE LAW ENFORCEMENT C U	ACH PMT NO. - 80018402	35.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80018403	20.00
EMPLOYMENT SECURITY DEPT BENEFIT PAYMENT CONTROL	EMPLOYMENT SECURITY DEPT CHECK NO. - 00509317	168.78
FAMILY SUPPORT REGISTRY	FAMILY SUPPORT REGISTRY (CO) CHECK NO. - 00509318	507.67
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00509322	960.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00509323	273,240.62
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00509323	4,243.64
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00509324	52,593.93
IDAHO STATE TAX COMMISSION	IDAHO STATE TAX COMMISSION CHECK NO. - 00509325	37.50
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00509326	39,509.67
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00509351	840.16
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80018408	42.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80018409	2,021.31
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00509335	15.35
PIONEER CREDIT RECOVERY INC	PIONEER CREDIT RECOVERY 045121 CHECK NO. - 00509336	779.93
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80018405	552.00
PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00509337	396.36
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS INC EE ACH PMT NO. - 80018399	34,676.00
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS MEDSFO EE ACH PMT NO. - 80018399	2,090.60
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE LONG TERM DISABILITY ACH PMT NO. - 80018400	12,852.92
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80018411	1,050.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80018412	2,901.30
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80018416	325.01
SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO. - 80018414	26,699.75
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80018413	60.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80018419	240.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80018420	288.00
STANDARD INSURANCE COMPANY	STANDARD INSURANCE CO(VL/E) CHECK NO. - 00509343	16,695.80
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D CHILD CHECK NO. - 00509343	344.80
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D SPOUSE CHECK NO. - 00509343	4,063.80
SUPPORT PAYMENT CLEARINGHOUSE	DEPT OF ECONOMIC SECURITY CHECK NO. - 00509314	257.50
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00509345	12.50
UNITED WAY	UNITED WAY CHECK NO. - 00509346	1,778.66
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FICA WITHHOLDING-CITY CHECK NO. - 00509347	231,026.13
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FIT WITHHOLDING-CITY CHECK NO. - 00509347	684,716.29
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	MEDI WITHHOLDING-CITY CHECK NO. - 00509347	85,354.12
US DEPT OF EDUCATION	US DEPT OF EDUCATION CHECK NO. - 00509348	241.64
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00509349	2,367.00
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80018423	25,299.92
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00509350	18,110.22
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00509352	729.56

HONORABLE MAYOR  
AND COUNCIL MEMBERS

05/26/15  
PAGE 54

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00509353	271.15
		-----
TOTAL FOR 6960 - SALARY CLEARING FUND NEW		1,544,650.35
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TOTAL CLAIMS		14,588,136.82

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 21

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 05/26/15  
TIME: 09:12  
PAGE: 1

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	7,957.99	224.35	
00509038	AMERICAN PLANNING ASSOCIATIO	1,057.00		
00509039	ZACHARY BARRETT	20.00		
00509040	VIRGINIA M BEUHL	210.00		
00509041	ZACHARY M DAHLE	2,457.30		
00509042	NATHAN R DENISON	368.49		
00509043	GARY L HICKS	654.00		
00509044	ADVANCED TECHNOLOGY INC	15.00		
00509045	RIVERSIDE 552 LLC	19.00		
00509046	RLR DEMOLITION COMAPNY	25.00		
00509047	MICHAEL DONAHUE	250.00		
00509048	DANETTE MITCHELL	18.98		
00509049	MATTHEW G NORTON	205.44		
00509050	PITNEY BOWES	8,000.00		
00509051	PRISCILLA D RAMBOW	15.81		
00509052	SPOKANE CITY TREASURER	2,318.00		
00509053	SPOKANE MUNICIPAL COURT	77.93		
00509054	SPOKANE REGIONAL HEALTH DIST	12,371.00		
00509055	ROBERT B TURNER	199.53		
00509056	WA STATE TREASURER	357,141.31		
00509057	CATHERINE G BAKKEN		25.01	
00509058	DANIEL WAYNE BAKKEN		100.00	
00509059	GLOBAL NEIGHBORHOOD dba		3,058.73	
00509060	CENTURYLINK		44.40	
00509061	CERTIFIED LABORATORIES		513.39	
00509062	COMPLETE OFFICE LLC		94.44	
00509063	CONSOLIDATED ELECTRICAL		335.23	
00509064	DEMCO INC		34.07	
00509065	DEX MEDIA WEST LLC		28.50	
00509066	DUANE P ECCLES		2.30	
00509067	ELM USA INC		42.56	
00509068	EMPIRE OFFICE MACHINES INC		76.10	
00509069	EXPRESS NAME TAGS & MORE, IN		31.25	
00509070	LARRY B HUGHES		19.84	
00509071	ANA L KRUGER		75.62	
00509072	LIBRARY TECHNOLOGIES INC		408.20	
00509073	LOWE'S BUSINESS ACCT		290.89	
00509074	MR B'S CLEAN SWEEP INC		394.04	
00509075	TIFFANY PATTERSON		200.00	
00509076	PRESENTATION SOLUTIONS		62.50	
00509077	RAINBOW ELECTRIC INC		369.58	
00509078	SUMITTRA A SHADDUCK		719.60	
00509079	SPOKANE CITY TREASURER		19.00	
00509080	SPOKANE PUBLIC LIBRARY IMPRE		116.00	
00509081	SPOKANE PUBLIC LIBRARY IMPRE		206.84	
00509082	THYSSENKRUPP ELEVATOR CORP		1,125.59	
00509083	TOWNSEND, ERIC		21.27	
00509084	UNIQUE MANAGEMENT SERVICES I		948.70	
00509085	UNITED LABORATORIES INC		2,840.03	
00509086	DENNIS R VANMETER		37.66	
00509087	CW FENCE COMPANY			760.90
00509088	ELECTRIC CITY INC			1,319.70
00509089	LYMAN DUST CONTROL INC			795.96

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 21

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 05/26/15  
TIME: 09:12  
PAGE: 2

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00509090	RAY TURF FARMS INC			250.01
00509091	SECURITAS SECURITY SERVICES			233.10
00509092	SIMPLOT PARTNERS			685.25
00509093	SPOKANE POWER TOOL & HDWE			2,606.63
00509094	SYSCO FOOD SERVICES INC			7,825.70
00509095	WILBUR ELLIS COMPANY			2,869.68
00509100	ABB INC	10,340.00		
00509101	ADVANCED PAGING &	2,844.35		
00509102	ALLIED ENVELOPE	46.34		
00509103	APSCO LLC	3,141.13		
00509104	BARR-TECH LLC	62,681.66		
00509105	BATTERY SYSTEMS INC	1,955.77		
00509106	BRENNTAG PACIFIC	46,675.64		
00509107	BUDINGER & ASSOCIATES INC	3,886.25		
00509108	CASCADE ENGINEERING SERVICES	887.66		
00509109	CLYDE/WEST INC	5,044.11		
00509110	COLUMBIA FORD INC	39,583.30		
00509111	D & W SUPPLIES INC	108.04		
00509112	DIVERSIFIED INSPECTIONS/ILT	2,820.00		
00509113	HOWARD G HALCOMB	150.00		
00509114	DUNCAN INDUSTRIES/DIV OF	4,400.00		
00509115	ECOCHAM ANALYTICS INC	18,594.22		
00509116	ECONORTHWEST	4,500.00		
00509117	EDGE CONSTRUCTION SUPPLY	5,734.80		
00509118	ELJAY OIL CO INC	708.94		
00509119	FISHER SCIENTIFIC	1,050.66		
00509120	FOUR SEASONS LANDSCAPING INC	614.17		
00509121	GREENSCAPE LANDSCAPING CORP	2,331.63		
00509122	GUARDSMARK LLC	209.88		
00509123	H D SUPPLY WATERWORKS LTD	93,770.06		
00509124	HDR ENGINEERING INC	2,059.71		
00509125	CRAMBLIT INC	375.02		
00509126	HUMANIX HUMAN RESOURCE	3,533.05		
00509127	KENWORTH SALE COMPANY	669.97		
00509128	M & L SUPPLY CO INC	961.20		
00509129	THE MEN'S WEARHOUSE INC	222.84		
00509130	MODERN MACHINERY CO INC	30,052.89		
00509131	MURRAY, SMITH & ASSOCIATES I	13,399.00		
00509132	NELSON/NYGAARD CONSULTING	15,774.50		
00509133	NORCO INC	4,882.00		
00509134	NW TRAILER CENTER INC	1,716.59		
00509135	PACIFIC RIM LABORATORIES INC	4,500.00		
00509136	PALL CORPORATION dba PALL	33,697.00		
00509137	NATIONAL EMPLOYERS COUNCIL I	500.00		
00509138	SAGEVIEW CONSULTING GROUP, L	28,709.00		
00509139	SHAMROCK PAVING CO/DIV OF	132,574.63		
00509140	SPOKANE COUNTY SHERIFF	6,975.64		
00509141	SPOKANE COUNTY SHERIFF	5,325.36		
00509142	LARRY TANGEN	1,316.25		
00509143	TAX RECOVERY SERVICES LLC	1,072.22		
00509144	TAYLOR ENGINEERING INC	312.50		
00509145	US BANK CORPORATE REAL ESTAT	995.89		
00509146	VAN NESS FELDMAN LLP	987.50		

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 21

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 05/26/15  
TIME: 09:12  
PAGE: 3

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00509147	WA ASSN OF SHERIFFS & POLICE	21,494.38		
00509148	VICTOR J GIAMPIETRI II	1,000.00		
00509149	WEST CENTRAL COMMUNITY	412.96		
00509150	JAMES M BILLINGSLEY			745.00
00509151	PATRICIA BARTELL			174.00
00509152	BURTT, MELISSA A			38.24
00509153	CENTURYLINK			44.79
00509154	COMMUNITY COLLEGES OF SPOKAN			250.00
00509155	COMMUNITY COLLEGES OF SPOKAN			274.40
00509156	COMMUNITY COLLEGES OF SPOKAN			171.50
00509157	DAVID A COMO			40.00
00509158	STEVE CONNER			1,631.75
00509159	CREEK AT QUALCHAN GOLF COURS			5,011.22
00509160	ESMERALDA GOLF COURSE			1,551.38
00509161	PAUL A HEINDL			679.38
00509162	JIM'S HOME BREW INC			150.00
00509163	ELIZABETH A PIKE dba			700.00
00509164	MCCUNE'S INSTRUMENTS INC			375.02
00509165	CRANE, KELSEY MAE			250.00
00509166	NORTH SPOKANE PHYSICAL &			2,247.00
00509167	PACIFIC NW INLANDER/DIV OF			2,080.00
00509168	SHARP SHOOTING INDOOR RANGE			157.50
00509169	SUSAN C SNIDER			192.00
00509170	SPOKANE CHILDREN'S THEATRE			102.00
00509171	CHESTER JOHN CASKEY			160.00
00509172	T-MOBILE			80.94
00509252	EFL ASSOCIATES			
00509253	SAGEVIEW CONSULTING GROUP, L			
00509254	CHERYL A BECKETT	35.00		
00509255	ANDREW P BESSMER	423.78		
00509256	CHRIS CAFARO	534.20		
00509257	ELJAY OIL CO INC	522.56		
00509258	FIRST AMERICAN TITLE INS	775,482.56		
00509259	GENERAL EQUIPMENT COMPANY	1,193.47		
00509260	INFRASTRUCTURE REPAIR SYSTEM	14,506.48		
00509261	MARY MORRIS	874.45		
00509262	JAMES MADSEN	50.52		
00509263	RHODES CRANE & RIGGING	390.00		
00509264	ALENA D SNELL	26.02		
00509265	PAUL OWEN	1,000.00		
00509266	JEAN DUHAMIE	15.00		
00509267	MERIT ELECTRIC OF SPOKANE IN	20.00		
00509268	FALCOS INC	15.00		
00509269	MARK E LINDSEY	35.00		
00509270	LISH EXCAVATION CO	12,145.00		
00509271	LARRY MINTURN	410.26		
00509272	DONALD M OLIVERI	325,750.00		
00509273	PETROCARD SYSTEMS INC	33.24		
00509274	PHENOVA INC	511.17		
00509275	RIVER CITY BODY & PAINT	2,988.27		
00509276	KATHRYN A SEWELL	35.00		
00509277	SIERRA MONITOR CORP	2,431.76		
00509278	SIMPLEXGRINNELL LP	1,509.19		

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 21

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 05/26/15  
TIME: 09:12  
PAGE: 4

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00509279	SNO VALLEY PROCESS SOLUTIONS	1,825.07		
00509280	SPOKANE CITY TREASURER	1,107.54		
00509281	SPOKANE CITY TREASURER	65.00		
00509282	SPOKANE CITY TREASURER	126.00		
00509283	SPOKANE COUNTY TITLE CO	577,367.50		
00509284	SPOKANE CRANE & MACHINERY	586.98		
00509285	SVL ANALYTICAL INC	346.50		
00509286	THOMAS DEAN & HOSKINS INC	4,158.11		
00509287	TOBY'S BODY & FENDER INC	6,161.15		
00509288	TRAFFIC SAFETY SUPPLY INC	311.42		
00509289	ULRICK'S AUTOMATIC	1,986.27		
00509290	KURT VANDE VANTER	1,323.10		
00509291	WA STATE DEPT OF REVENUE	262.50		
00509292	VICTOR JOHN GIAMPIETRI	1,554.41		
00509293	WALTER E NELSON CO	85.29		
00509294	WENDLE FORD NISSAN ISUZU	3,115.29		
00509295	WESTERN REFUSE & RECYCLING	246.99		
00509296	WESTERN STATES EQUIPMENT CO	1,822.71		
00509297	WHITE BLOCK COMPANY INC	4,125.17		
00509298	WILBUR ELLIS COMPANY	1,448.43		
00509299	JERRELL C WILLS	38.00		
00509300	WINGFOOT COMMERCIAL TIRE	481.75		
00509301	ZEP MANUFACTURING CO	674.37		
00509302	ZONAR SYSTEMS LLC	37,555.03		
00509303	WA STATE DEPT OF REVENUE		137.18	
00509305	A W REHN & ASSOCIATES	20.00		
00509306	BRK MANAGEMENT SERVICES INC	130.00		
00509307	GEORGE L CANNATA	624.00		
00509308	CENTURYLINK	2,278.63		
00509309	CHEVRON USA INC	89.61		
00509310	CHILD SUPPORT SERVICES	450.00		
00509311	COMCAST	88.40		
00509312	CUSTOM SPRAY SERVICE INC	380.45		
00509313	DANIEL H BRUNNER, TRUSTEE	1,536.00		
00509314	SUPPORT PAYMENT CLEARINGHOUS	257.50		
00509315	ALLEN DODGE	7,500.00		
00509316	EASTERN WASHINGTON ATTORNEY	50.00		
00509317	EMPLOYMENT SECURITY DEPT	168.78		
00509318	FAMILY SUPPORT REGISTRY	507.67		
00509319	FEDERAL EXPRESS CORP/DBA FED	1,507.00		
00509320	FIRST AMERICAN TITLE INS	271.75		
00509321	GREEN RIVER COMMUNITY COLLEG	2,520.00		
00509322	HUMAN RESOURCES	960.00		
00509323	ICMA RETIREMENT TRUST 457	423,556.38		
00509324	ICMA RETIREMENT TRUST 457 LO	52,593.93		
00509325	IDAHO STATE TAX COMMISSION	37.50		
00509326	ING LIFE INSURANCE & ANNUITY	67,591.00		
00509327	INLAND NW HEALTH SERVICES	1,625.00		
00509328	KREM TV	986.77		
00509329	VIRGINIA BEATY	250.00		
00509330	JAMES PALMER	600.00		
00509331	NORTH SPOKANE IRRIGATION	28.00		
00509332	OCCUPATIONAL MEDICINE	278.75		



REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 21

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 05/26/15  
TIME: 09:12  
PAGE: 5

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00509333	OVERTON SAFETY TRAINING INC	1,190.00		
00509334	PACIFIC NW INLANDER/DIV OF	832.00		
00509335	PEOPLE QUALIFIED COMMITTEE	15.35		
00509336	PIONEER CREDIT RECOVERY INC	779.93		
00509337	PRE-PAID LEGAL SERVICES INC	396.36		
00509338	LYNN SCHMIDT	103.75		
00509339	SPOKANE CITY TREASURER	2,630.71		
00509340	SPOKANE COUNTY TITLE CO	1,173.96		
00509341	SPOKANE COUNTY 911	267,799.60		
00509342	SPOKANE COUNTY COMMUNICATION	590.07		
00509343	STANDARD INSURANCE COMPANY	21,104.40		
00509344	T-MOBILE	483.60		
00509345	UNITED STATES TREASURY	12.50		
00509346	UNITED WAY	1,778.66		
00509347	US BANK OR CITY TREASURER	1,317,476.79		
00509348	US DEPT OF EDUCATION	241.64		
00509349	WA GET PROGRAM	2,367.00		
00509350	WA STATE SUPPORT REGISTRY OR	18,110.22		
00509351	JUNE WALLACE	840.16		
00509352	WESTERN STATES POLICE MEDICA	1,304.56		
00509353	WSCCCE, AFSCME, AFL-CIO	271.15		
00509354	AT&T MOBILITY		76.55	
00509355	BANK OF AMERICA		542.67	
00509356	BANK OF AMERICA		588.47	
00509357	BANK OF AMERICA		144.20	
00509358	BANK OF AMERICA		89.98	
00509359	BANK OF AMERICA		2,121.27	
00509360	PATRICIA A BONNER		18.98	
00509361	SALLY J CHILSON		107.00	
00509362	CHRISTINE L KOPPLE		64.96	
00509363	MADELINE MCNEILL		150.00	
00509364	NW PROTECTIVE SERVICE INC		31.78	
00509365	NW PROTECTIVE SERVICE INC		35.00	
00509366	NW PROTECTIVE SERVICE INC		3,816.83	
00509367	FRANK A RAWLEY		14.67	
00509368	SPOKANE CITY TREASURER		19.00	
00509374	ADVANCED UNDERGROUND UTILITY	150.00		
00509375	ALL SERVICE WEST TOWING	176.64		
00509376	AT&T	323.89		
00509377	BACON CONCRETE INC	298,056.42		
00509378	BANK OF AMERICA	30,038.02		
00509379	RODNEY D SANKEY dba	70.65		
00509380	CENTURYLINK	7,236.14		
00509381	COCHRAN INC	2,450.00		
00509382	COLUMBIA MEDICAL ASSOC LLC	492.00		
00509383	DLT SOLUTIONS LLC	258,801.53		
00509384	EVERGREEN STATE TOWING LLC	6,989.42		
00509385	FEDERAL EXPRESS CORP/DBA FED	115.09		
00509386	GARCO CONSTRUCTION INC	99,146.35		
00509387	GONZAGA UNIVERSITY	1,500.00		
00509388	HAIGHT BROTHERS INC	132.40		
00509389	INLAND POWER & LIGHT CO	775.35		
00509390	JERRY L KELLER	163.47		

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 21

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 05/26/15  
TIME: 09:12  
PAGE: 6

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00509391	BONNIE MANDEL	35.00		
00509392	FOOD SERVICES OF AMERICA	19.00		
00509393	EZ LOADER	19.00		
00509394	VALLEY EMPIRE COLLECTION	40.00		
00509395	MICHAL DODD	10.00		
00509396	SOUTH HILL AMBULATORY SURGIC	19.00		
00509397	MELISSA DEHN	35.00		
00509398	KAITLYN DEHART	35.00		
00509399	JOHN NOWAK	138.69		
00509401	LILY SPENCER	68.66		
00509402	LSB CONSULTING ENGINEERS PLL	708.10		
00509403	BFCBA	120.00		
00509404	NELSON'S TOWING AND REPAIR/	423.93		
00509405	NEW HORIZON CARE CENTERS INC	6,745.00		
00509406	OIL RE-REFINING CO INC	105.00		
00509407	PACIFIC NW INLANDER/DIV OF	94.00		
00509408	PAT MCCARTHY PRODUCTIONS INC	1,495.00		
00509409	PATRIOT FIRE PROTECTION INC	11,040.66		
00509410	PRIORITY 1 MAINTENANCE &	234.00		
00509411	SPOKANE CITY TREASURER	378.09		
00509412	SPOKANE CITY TREASURER	19.00		
00509413	SPOKANE CITY TREASURER	255.51		
00509414	SPOKANE CITY TREASURER	190.00		
00509415	SPOKANE COUNTY TITLE CO	2,641.41		
00509416	SPOKANE COUNTY WATER DIST NO	10.87		
00509417	TOBY'S BATTERY & AUTO ELECTR	1,535.94		
00509418	UNITEC DORSH LLC	407.63		
00509419	UNITED PARCEL SERVICE	113.79		
00509420	US BANK	65,038.22		
00509421	WA STATE CRIMINAL JUSTICE	500.00		
00509422	WA STATE DEPT/TRANSPORTATION	52.99		
00509423	WASTE MANAGEMENT OF WA DBA	6,470.35		
00509424	WATER DEPARTMENT	126.19		
00509425	WATSON PAINT AND BODY WORKS	645.32		
00509426	WM RECYCLE AMERICA LLC	42,287.36		
00509431	BANK OF AMERICA	39,214.99		
00509432	DEVRIES INFORMATION MANAGEME	220.00		
00509433	DANIEL J EAGLE	60.00		
00509434	FLEET SERVICES IMPREST FUND	600.00		
00509435	PAMELA S GAY	2,433.00		
00509436	TRAVIS J GREEN	180.00		
00509437	KERWIN JENSEN	1,133.45		
00509438	JTL ENGINEERING PLLC	650.00		
00509439	ROBERT W KAUL	60.00		
00509440	KENNETH W LANDRUS	180.00		
00509441	KIMBERLY McCALL	59.94		
00509442	MARY ANN KORHONEN	68.27		
00509443	BRIDGEWAY APARTMENTS	3,540.00		
00509444	MGD AT GU LLC	185.00		
00509445	CARLY WILKES	1,000.00		
00509446	BLADWIN SIGN COMPANY	235.00		
00509447	ANDY LOUIE	500.00		
00509448	ADAMS & CLARKE INC	25.00		

REPORT: PG3640

SYSTEM: FMSAP

USER: MANAGER

RUN NO: 21

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 05/26/15

TIME: 09:12

PAGE: 7

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00509449	PATRICK ALLEN JOHNSTON	60.00		
00509450	PITNEY BOWES RESERVE ACCOUNT	45,000.00		
00509451	PROFESSIONAL ACCOUNT	11,504.40		
00509452	TENA RISLEY	240.00		
00509453	SPOKANE CITY TREASURER	202.00		
00509454	SPOKANE COUNTY PROSECUTING	2,440.96		
00509455	THYSSENKRUPP ELEVATOR CORP	216.40		
00509456	US BANK TRUST NA	2,000,000.00		
00509457	US POSTMASTER	5,000.00		
00509458	WASHINGTON LEOFF	74.83		
00509459	WASHINGTON WASTEWATER	3,600.00		
00509460	ACRANET CBS BRANCH/DIV OF	270.00		
00509461	APPLIED CONCEPTS INC	6,549.18		
00509462	BANNER FURNACE & FUEL	86.74		
00509463	BATTERY SYSTEMS INC	771.47		
00509464	BOUND TREE MEDICAL LLC	1,279.17		
00509465	BUDINGER & ASSOCIATES INC	6,775.80		
00509466	C & B UPHOLSTERY INC	119.57		
00509467	CHRISTINE M CAVANAUGH	234.81		
00509468	CPM DEVELOPMENT CORP DBA	179.09		
00509469	COMCAST	2,363.19		
00509470	CUMMINS NORTHWEST LLC	661.64		
00509471	DEVRIES INFORMATION MANAGEME	84.55		
00509472	DIRECT AUTOMOTIVE DISTRIBUTI	82.05		
00509473	EMPIRE BOLT AND SCREW INC	130.68		
00509474	FIKES NORTHWEST INC/DIV OF	129.90		
00509475	O'REILLY AUTOMOTIVE STORES I	132.66		
00509476	FOLSOM INDUSTRIES INC	3,438.18		
00509477	FREEDOM SALES & SUPPLY LLC	995.20		
00509478	GRAYBAR ELECTRIC COMPANY INC	3,630.54		
00509479	GRAYMONT CAPITAL INC.	30,313.38		
00509480	H D FOWLER COMPANY	23,697.02		
00509481	H D SUPPLY WATERWORKS LTD	11,334.15		
00509482	HACH COMPANY	6,985.60		
00509483	KNT INC dba	3,747.98		
00509484	JAMAR TECHNOLOGIES INC	5,737.00		
00509485	KENWORTH SALE COMPANY	2,115.42		
00509486	LEAVITT MACHINERY USA INC	584.63		
00509487	LOOMIS ARMORED US INC	1,246.59		
00509488	LSB CONSULTING ENGINEERS PLL	15,668.34		
00509489	THE MALLORY CO	2,647.93		
00509490	MORAN FENCE INC	922.86		
00509491	MOTION AUTO SUPPLY	82.25		
00509492	NAPA AUTO PARTS	630.69		
00509493	NORCO INC	592.42		
00509494	OCCUPATIONAL MEDICINE	4,899.00		
00509495	OUTDOOR OUTFITS	5,242.50		
00509496	PARAMOUNT CATERING	1,211.97		
00509497	PRIORITY 1 MAINTENANCE &	455.63		
00509498	LISA RAE RICHARDS	234.68		
00509499	STEVEN E RIGGS	17.00		
00509500	RIVER CITY GLASS INC	234.26		
00509501	ROUSE'S TOWING & RECOVERY IN	337.51		

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 21

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 05/26/15  
TIME: 09:12  
PAGE: 8

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00509502	SIX ROBBLEES INC	1,086.39		
00509503	SNAP FINANCIAL ACCESS	15,527.31		
00509504	SPOKANE COUNTY LIBRARY	66,286.96		
00509505	FRANK G STRAUB OR SELBY SMIT	700.00		
00509506	MEGHANN R STEINOLFSON	234.81		
00509507	TAYLOR ENGINEERING INC	2,670.00		
00509508	WESTERN REFUSE & RECYCLING	307.54		
00509509	WESTERN STATES EQUIPMENT CO	5,834.39		
00509510	WESTERN SYSTEMS INC	3,090.41		
00509511	WHITE BLOCK COMPANY INC	11,787.00		
00509512	WILBUR ELLIS COMPANY	1,738.11		
00509513	BANK OF AMERICA		1,161.76	
00509514	BANK OF AMERICA		82.50	
00509515	COMPLETE OFFICE LLC		458.58	
00509516	CONSOLIDATED ELECTRICAL		335.23	
00509517	DEMCO INC		57.28	
00509518	EXPRESS NAME TAGS & MORE, IN		6.79	
00509519	JOSH MECKEL		75.00	
00509520	MASTER GARDENER FOUNDATION O		50.00	
00509521	SHANNAN MCINTYRE		125.00	
00509522	MUKOGAWA FORT WRIGHT INSTITU		150.00	
00509523	OVERDRIVE INC		724.77	
00509524	RECORDED BOOKS INC		3,194.65	
00509525	SHOWCASES		195.40	
00509526	CENTURYLINK			116.76
00509527	COMMUNITY COLLEGES OF SPOKAN			68.60
00509528	GOLF COURSE SUPERINTENDENT			375.00
00509529	ROBIN MARKS			420.00
00509530	PARK DEPT IMPREST FUND			282.51
00509531	PARK DEPT IMPREST FUND			290.85
00509532	PARK DEPT IMPREST FUND			45.67
00509533	SPOKANE REGIONAL CONVENTION			2,140.50
00509636	DATABANK IMX LLC	3,485.00		
00509637	GUARDSMARK LLC	133.56		
00509638	INDUSTRIAL COMMUNICATIONS	3,369.70		
00509639	PRESSTEK INC	1,508.21		
00509640	S M HANSEN CONSULTING	4,563.75		
00509641	SOILTEST FARM CONSULTANTS IN	4,900.10		
00509642	SPOKANE CITY TREASURER OR	270,999.92		
00509643	SYSTEM INNOVATORS	11,297.63		
00509644	LARRY TANGEN	1,517.75		
00509645	TAYLOR ENGINEERING INC	76,538.43		
00509646	THOMAS DEAN & HOSKINS INC	31,581.91		
00509647	WA STATE EMPLOYMENT SECURITY	226,795.62		
00509648	GOLF COURSE SUPERINTENDENT			375.00
00509649	IMAX SYSTEMS CORPORATION			10,708.51
00509650	MID CITY CONCERNS INC			1,543.75
00509651	OMNIPARK INC			163.05
00509652	QUANTIX INC/ENTERTAINMENT			282.94
00509653	SEVE7N DESIGN & ILLUSTRATION			4,620.00
00509654	MICHAEL D TERRELL			1,984.45
00509655	WA STATE DEPT OF REVENUE			58,576.19
00509656	ANDREW DEWART dba	1,984.50		

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 21

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 05/26/15  
TIME: 09:12  
PAGE: 9

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00509657	A W REHN & ASSOCIATES	264.00		
00509658	A W REHN & ASSOCIATES	998.75		
00509659	ALL SERVICE WEST TOWING	105.98		
00509660	ROBERT EARL ALFORD	176.64		
00509661	NORTHWEST INDUSTRIAL SERVICE	220.00		
00509662	AUDUBON VETERINARY CLINIC	62.95		
00509663	A-PRO AUTO BODY AND TOWING	70.66		
00509664	BARR-TECH LLC	66,002.04		
00509665	CASCADE ENGINEERING SERVICES	475.80		
00509666	CHASE YOUTH FOUNDATION	11,250.00		
00509667	COMMUNITY DETOX SERVICES OF	8,332.00		
00509668	COOK SECURITY GROUP	945.00		
00509669	CORVEL CORPORATION	3,505.90		
00509670	COUNTRY HOMES POWER EQUIPMEN	16.94		
00509671	WATERCO OF THE PACIFIC NORTH	33.67		
00509672	DESIGN SPACE MODULAR BUILDIN	280.08		
00509673	HARWIN LLC	335.61		
00509674	DUO-SAFETY LADDER CORP	230.09		
00509675	EASTERN WASHINGTON ATTORNEY	65.00		
00509676	ECMS INC	145.15		
00509677	ELJAY OIL CO INC	183.92		
00509678	EQUIFAX INFORMATION SERVICES	143.70		
00509679	ESVELT ENVIRONMENTAL	107,588.89		
00509680	EVERGREEN STATE TOWING LLC	989.18		
00509681	FAIRFAX IMAGING INC	42,015.00		
00509682	FOUR SEASONS LANDSCAPING INC	906.60		
00509683	FROSTY ICE/DIV OF R PLUM COR	123.60		
00509684	GARY S NELSON CONSULTING	12,712.50		
00509685	GENERAL FIRE EXTINGUISHER	45.11		
00509686	HUMANIX HUMAN RESOURCE	801.75		
00509687	KING SOFT WATER COMPANY	91.31		
00509688	LANGUAGE LINE SERVICES	6.75		
00509689	LEXISNEXIS A DIVISION OF	4,096.63		
00509690	MCCOY POWER CONSULTANTS INC	7,984.83		
00509691	MCKINSTRY CO LLC	2,200.71		
00509692	THE MEN'S WEARHOUSE INC	173.94		
00509693	NELSON'S TOWING AND REPAIR/	158.98		
00509694	NORTHWEST VITAL RECORDS	3,601.15		
00509695	PUTTMAN INFRASTRUCTURE INC	3,133.43		
00509696	RIVER PARK SQUARE LLC	640.00		
00509697	RYAN, SWANSON & CLEVELAND PL	17.52		
00509698	SAGEVIEW CONSULTING GROUP, L	5,592.00		
00509699	SPOKANE COUNTY CORRECTIONS	3,473.37		
00509700	SPOKANE COUNTY SHERIFF	6,462.72		
00509701	SPOKANE COUNTY INFO SYSTEMS	9,505.33		
00509702	SPOKANE TRANSIT AUTHORITY	4,835.46		
00509703	ST ANN PARISH	1,650.00		
00509704	TRUEPOINT SOLUTIONS LLCC	6,317.52		
00509705	KONSTANTIN & TATYANA VASILEN	69,545.04		
00509706	ZONAR SYSTEMS LLC	13,826.64		
00509707	ENTERTAINMENT FIREWORKS INC			6,000.00
00509708	SPOKANE REGIONAL HEALTH DIST			8,690.00
00509709	TCF NATIONAL BANK			23,488.08

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 21

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 05/26/15  
TIME: 09:12  
PAGE: 10

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00509710	SAGEVIEW CONSULTING GROUP, L			
80018322	ALSCO DIVISION OF ALSCO INC		73.99	
80018323	AUTO-RAIN SUPPLY INC			2,918.66
80018324	AVISTA UTILITIES		567.60	
80018325	CONTROL SOLUTIONS NW INC		130.44	
80018326	COPIERS NORTHWEST INC			281.27
80018328	FERGUSON ENTERPRISES INC			2,252.11
80018329	INDUSTRIAL BOLT & SUPPLY INC		70.48	
80018330	INTERLINE BRANDS INC dba			2,679.13
80018331	KERSHAW INC		239.19	
80018332	KING BEVERAGE INC			524.60
80018333	PARKEON INC			380.45
80018334	JOSEPH J ROISE		87.12	
80018335	SPOKANE PUBLIC FACILITIES	201,864.78		
80018336	US BANK	162,838.54		
80018337	VERIZON WIRELESS BELLEVUE	16,927.01		
80018338	WCP SOLUTIONS		27.58	
80018339	WILDROSE LTD dba			2,252.27
80018340	XO COMMUNICATIONS INC		1,026.95	
80018341	JERRY A COULTER	67.80		
80018342	WILLIAM DOWNS	143.09		
80018343	LU A GLASSER	93.87		
80018344	NANCY ISSERLIS	864.81		
80018345	NATHAN MULKEY	595.00		
80018346	INGA M NOTE	102.35		
80018347	WILLIAM R PEACOCK	54.05		
80018348	LEE M VENNING	1,350.00		
80018349	APS HEALTHCARE BETHESDA INC	5,439.00		
80018350	AUTO-RAIN SUPPLY INC	2,670.09		
80018351	BRIDGESTONE AMERICAS INC	2,044.33		
80018352	COEUR D'ALENE SERVICE STATIO	344.58		
80018353	COWLES PUBLISHING COMPANY			42.00
80018354	DCI ENGINEERS	4,603.06		
80018355	DICK IRVIN INC.	16,039.84		
80018356	EUROFINS FRONTIER GLOBAL	1,470.00		
80018357	EVOQUA WATER TECHNOLOGIES LL	11,396.51		
80018358	EXAMINETICS INC	2,900.00		
80018359	HATCH ASSOCIATES CONSULTANTS	39,766.94		
80018360	INLAND ENVIRONMENTAL RESOURC	12,168.42		
80018361	J-U-B ENGINEERS INC	10,800.46		
80018362	K & L GATES LLP			6,640.16
80018363	KEMIRA WATER SOLUTIONS INC	27,336.10		
80018364	KPFF CONSULTING ENGINEERS	22,578.61		
80018365	LAURI LUCAS	3,004.16		
80018366	MUNICIPAL EMERGENCY SERVICES	98.87		
80018367	OXARC INC	580.80		
80018368	REGIONAL DISPOSAL COMPANY OR	282,263.19		
80018369	SPOKANE COUNTY TREASURER	47,290.95		
80018370	SPOKANE COUNTY TREASURER	6,635.38		
80018371	SPOKANE EMERGENCY PHYSICIANS	5,000.00		
80018372	VERIZON WIRELESS BELLEVUE			440.89
80018373	ADRIANO M EVA			22.00
80018374	GRAINGER INC	6,655.18		

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 21

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 05/26/15  
TIME: 09:12  
PAGE: 11

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80018375	EPIC LAND SOLUTIONS INC	138,255.13		
80018376	OLIN CORPORATION	3,962.03		
80018377	OPEN SQUARE	3,158.81		
80018378	OTTO ENVIRONMENTAL SYSTEMS L	31,830.46		
80018379	POLYDYNE INC	7,820.00		
80018380	PREMERA BLUE CROSS OR	597,549.67		
80018381	SPOKANE NEIGHBORHOOD ACTION	1,065.74		
80018382	STANDARD DIGITAL PRINT CO IN	78.92		
80018383	TWO RIVERS TERMINAL LLC	8,439.04		
80018384	US BANK OR CITY TREASURER	2,210.76		
80018385	VENTIV TECHNOLOLY INC	38,740.68		
80018386	WCP SOLUTIONS	593.71		
80018387	WILDROSE LTD dba	34.78		
80018388	WSF LLC	1,733.77		
80018389	SARAH J DEATRICH	362.17		
80018390	JOHN J DELAY	174.80		
80018391	CRAIG E HULT	35.00		
80018392	MICHAEL A SLOON	250.00		
80018393	ETHAN J VERDUIN	287.99		
80018394	KANDACE L WATKINS	662.41		
80018395	A W REHN & ASSOCIATES INC OR	14,247.76		
80018396	ALSCO DIVISION OF ALSCO INC		36.72	
80018397	AVISTA CORPORATION	23,874.95		
80018398	AVISTA UTILITIES	23,536.33	2,020.42	
80018399	SPOKANE FIRE FIGHTERS BENEFI	36,766.60		
80018400	SPOKANE FIRE FIGHTERS BENEFI	12,852.92		
80018401	COPIERS NORTHWEST INC	151.85		
80018402	DIGNITARY PROTECTION TEAM FU	35.00		
80018403	EDU MEMBERSHIP FUND	20.00		
80018404	GROUP HEALTH COOPERATIVE	111,574.74		
80018405	POLICE GUILD LEGAL DEFENSE	552.00		
80018406	K & L GATES LLP	3,430.00		
80018407	LILAC CITY SPRINKLERS	86.53		
80018408	LTS & CPTS LEGAL DEFENSE FUN	42.00		
80018409	M & P ASSOCIATION	2,021.31		
80018410	OCLC INC		3,314.65	
80018411	SPOKANE POLICE BENEFIT ASSOC	1,050.00		
80018412	SPOKANE POLICE CHAPLAIN	2,901.30		
80018413	SPOKANE POLICE K-9 MEMBERSHI	60.00		
80018414	SPOKANE POLICE GUILD LONG	26,699.75		
80018415	SPOKANE COUNTY TREASURER	36.86		
80018416	SPOKANE POLICE GUILD FRATERN	325.01		
80018417	SPOKANE PUBLIC FACILITIES	2,197.51		
80018418	STARPLEX CORP	9,603.20		
80018419	SPOKANE POLICE SWAT TEAM	240.00		
80018420	SPOKANE POLICE TACTICAL TEAM	288.00		
80018421	TRUMBA CORPORATION		839.85	
80018422	VERIZON WIRELESS BELLEVUE	13,690.00		
80018423	WA ST COUNCIL OF CITY & COUN	25,299.92		
80018424	WASHINGTON DENTAL SERVICE OR	34,163.00		
80018425	AA AUTO SALVAGE	247.30		
80018426	ADVANCED MECHANICAL SYSTEMS	206.73		
80018427	ALLIED SAFE & VAULT CO INC D	73.50		

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 21

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 05/26/15  
TIME: 09:12  
PAGE: 12

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80018428	AVISTA UTILITIES	106,119.61		
80018429	B & B TOWING LLC	370.94		
80018430	BLUE MOUNTAIN	800.00		
80018431	BLUMENTHAL UNIFORMS & EQUIP	1,430.32		
80018432	CASSEL PROMOTIONS	809.82		
80018433	CERIUM NETWORKS INC	37,001.48		
80018434	CONTROL SOLUTIONS NW INC	271.75		
80018435	COPIERS NORTHWEST INC	291.89		
80018436	D R SCOTT CONSTRUCTION LLC	12,703.25		
80018437	DIVERSIFIED WOOD RECYCLING	86.00		
80018438	DIVINES TOWING/DIV OF	282.62		
80018439	HALME CONSTRUCTION INC	399,991.16		
80018440	ICON CORPORATION	956.56		
80018441	JOHNSON CONTROLS INC	3,345.51		
80018442	MSDSOONLINE INC	100.00		
80018443	MUNICIPAL EMERGENCY SERVICES	211.75		
80018444	ON CALL TOWING	317.95		
80018445	SPOKANE NEIGHBORHOOD ACTION	25,990.27		
80018446	SPOKANE INT'L TRANSLATION/DI	55.00		
80018447	TC SHERRY & ASSOCIATES PS db	205.40		
80018448	T & T AUTOMOTIVE & TOWING	636.16		
80018449	TRANSITIONS DBA TRANSITIONAL	19,749.05		
80018450	VERIZON WIRELESS BELLEVUE	462.82		
80018451	VOLUNTEERS OF AMERICA	60,180.27		
80018452	XO COMMUNICATIONS INC	38.11		
80018453	XPEDITER TECHNOLOGY LLC	14,171.95		
80018454	YFA CONNECTIONS	1,673.33		
80018455	YWCA	20,023.88		
80018456	KIMBERLY K ORLOB	230.00		
80018457	THEA A PRINCE	17.25		
80018458	ALSCO DIVISION OF ALSCO INC	1,545.59		
80018459	ARAMARK UNIFORM SERVICES	1,313.14		
80018460	CINTAS CORPORATION NO 3	6,148.24		
80018461	COFFMAN ENGINEERS INC	2,000.00		
80018462	HRA VEBE TRUST	150.00		
80018463	SOUTHWEST SPOKANE COMMUNITY	4,704.80		
80018464	SPOKANE INT'L AIRPORT	493.52		
80018465	US BANK	89,296.49		
80018466	XO COMMUNICATIONS INC	161.51		
80018467	JOHN B HARE	60.00		
80018468	MATTHEW HENRY	189.00		
80018469	ERIN A JACOBSON	314.60		
80018470	MICHAEL KULSRUD	2,520.00		
80018471	PICCOLO, MICHAEL J	54.71		
80018472	EDDIE L QUIST	17,338.38		
80018473	HUNT M WHALEY	570.10		
80018474	JOSEPH WHITEMAN	172.00		
80018475	ADVANCED TRAFFIC PRODUCTS IN	45,298.02		
80018476	AVISTA UTILITIES	331,614.47		
80018477	BAKER & TAYLOR BOOKS		8,820.79	
80018478	BAKER & TAYLOR ENTERTAINMENT		35.24	
80018479	CITY GLASS	320.67		
80018480	CONNELL OIL INC	2,156.01		



REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 21

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 05/26/15  
TIME: 09:12  
PAGE: 13

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80018481	CONSOLIDATED SUPPLY CO	1,684.85		
80018482	COWLES PUBLISHING COMPANY	3,830.61		
80018483	DELL MARKETING LP	3,006.76		
80018484	JIM'S TRANSFER INC DBA DEVRI	491.25		
80018485	ENVISIONWARE INC		2,059.87	
80018486	HASKINS STEEL CO INC	1,207.50		
80018487	INDUSTRIAL BOLT & SUPPLY INC		320.77	
80018488	INTERLINE BRANDS INC dba		1,001.90	
80018489	MIDWEST TAPE		3,378.82	
80018490	NORTHROP GRUMAN SYSTEMS CORP	16,226.78		
80018491	PACIFIC POWER GROUP LLC	325.50		
80018492	SPOKANE NEIGHBORHOOD ACTION	275.13		
80018493	DR LOUIS C SOWERS	1,350.00		
80018494	SPOKANE INDUSTRIAL SUPPLY	57.46		
80018495	TECHNICHEM CORPORATION	4,304.52		
80018496	TRANSPORT EQUIPMENT INC	104.55		
80018497	VERIZON WIRELESS BELLEVUE	367.34		
80018498	WCP SOLUTIONS		429.37	
80018499	WESTERN PETERBILT INC	4,870.38		
80018500	WHEELABRATOR SPOKANE INC OR	556,914.27		
80018501	WILDROSE LTD dba	52.17		
80018502	WSF LLC	5,789.37		
80018503	YWCA	3,670.77		
80018504	JAMES BILLMAN	66.29		
80018505	ALICE M BUSCH			203.56
80018506	GRAINGER INC	2,938.95		
80018507	COFFMAN ENGINEERS INC	1,143.79		
80018508	COWLES PUBLISHING COMPANY			2,423.55
80018509	DENNIS CLEAVANGER			4,924.11
80018510	DICK IRVIN INC.	8,376.01		
80018511	NORTHEAST YOUTH CENTER			11,628.24
80018512	PREMERA BLUE CROSS OR	488,188.62		
80018513	PRO MECHANICAL SERVICES INC	1,151.14		
80018514	PROJECT JOY			2,530.83
80018515	SOUTHWEST SPOKANE COMMUNITY			3,328.92
80018516	SPOKANE SOFTBALL UMPIRE ASSO			771.46
80018517	US BANK OR CITY TREASURER	9,508.44		
80018518	KEVIN M JOHNSTON			4,000.00
80018519	AA AUTO SALVAGE	70.65		
80018520	ABB INC	10,340.00		
80018521	ALLIED SAFE & VAULT CO INC D	129.00		
80018522	ALTERNATIVE SERVICE CONCEPTS	23,758.24		
80018523	ANATEK LABS INC	430.00		
80018524	ARTISTIC TOWING	211.98		
80018525	ASSETWORKS	6,903.50		
80018526	B & B TOWING LLC	282.64		
80018527	BLUMENTHAL UNIFORMS & EQUIP	271.75		
80018528	B-LINE CONSTRUCTION &	1,478.32		
80018529	C & C YARD CARE	173.91		
80018530	HIP OF SPOKANE COUNTY DBA	42,136.02		
80018531	COPIERS NORTHWEST INC	130.92		
80018532	DALLY ENVIRONMENTAL LLC	6,897.51		
80018533	DIVINES TOWING/DIV OF	141.32		

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 21

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 05/26/15  
TIME: 09:12  
PAGE: 14

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80018534	EUROFINS FRONTIER GLOBAL	40.00		
80018535	FIREPOWER INC	75.00		
80018536	GROUP HEALTH COOPERATIVE	194,079.57		
80018537	INTEGRA INFORMATION	4,940.42		
80018538	LEMBECK APPRAISAL & CONSULTI	2,900.00		
80018539	MAUL FOSTER & ALONGI, INC	2,376.96		
80018540	MOLONEY & O'NEILL LIFE INC	16,104.48		
80018541	MOSS-ADAMS LLP			
80018542	STERICYCLE ENVIRONMENTAL	26,924.41		
80018543	SPOKANE FIRE FIGHTERS BENEFI	508,560.12		
80018544	SPOKANE HOUSING AUTHORITY	500.00		
80018545	TRINDERA ENGINEERING	3,859.45		
80018546	WA STATE DEPT OF ECOLOGY	150.00		
80018547	WANDERMERE CAR WASH PLAZA LL	224.22		
80018548	WASHINGTON DENTAL SERVICE OR	41,652.94		
80018549	XEROX CORPORATION	3,992.38		
80018550	GRAINGER INC	472.68		
		14,588,136.82	51,522.94	202,869.12
				=====
		CITYWIDE TOTAL:		14,881,861.46

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

06/01/2015

<u>Date Rec'd</u>	5/27/2015
<u>Clerk's File #</u>	CPR 2015-0003
<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>	KIM BUSTOS 6032
<u>Contact E-Mail</u>	KBUSTOS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Claim Item
<u>Agenda Item Name</u>	5600-ACCOUNTING-PAYROLL

**Agenda Wording**

Report of the Mayor of pending payroll claims of previously approved obligations through: May 23, 2015.  
Payroll check #530300 through check #530582 \$6,036,565.78

**Summary (Background)**

N/A

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 6,036,565.78	# N/A
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<b><u>Dept Head</u></b>	BUSTOS, KIM
<b><u>Division Director</u></b>	DUNIVANT, TIMOTHY
<b><u>Finance</u></b>	SALSTROM, JOHN
<b><u>Legal</u></b>	DALTON, PAT
<b><u>For the Mayor</u></b>	SANDERS, THERESA

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

**PAYROLL RECAP BY FUND**  
**PAY PERIOD ENDING MAY 23, 2015**

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	1,536.00
0070	ADMINISTRATIVE SERVICES	0.00
0140	ARTS	0.00
0230	CIVIL SERVICE	20,559.61
0260	CITY CLERK	13,464.80
0300	HUMAN SERVICES	0.00
0320	COUNCIL	25,943.12
0330	PUBLIC AFFAIRS / COMMUNICATIONS	20,775.93
0350	COMMUNITY CENTERS	0.00
0370	ENGINEERING SERVICES	136,089.57
0380	ENTERTAINMENT FACILITIES	0.00
0410	FINANCE	30,161.61
0430	GRANTS MNGMT & FINANCIAL ASSIST	5,959.20
0440	FIRE	0.00
0450	CD/HS DIVISION	4,697.80
0460	MY SPOKANE	14,751.21
0470	HISTORIC PRESERVATION	4,098.41
0500	LEGAL	113,103.37
0520	MAYOR	22,837.60
0550	NEIGHBORHOOD SERVICES	8,173.20
05601	MUNICIPAL COURT	84,625.95
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	5,512.80
0580	OFFICE OF YOUTH	0.00
0620	HUMAN RESOURCES	25,010.40
0650	PLANNING SERVICES	31,600.33
0680	POLICE	1,400,402.74
0690	PROBATION SERVICES	31,578.40
0700	PUBLIC DEFENDERS	72,997.31
0750	ECONOMIC DEVELOPMENT	3,724.30
0770	REAL ESTATE & FACILITIES	0.00
0780	BUSINESS & DEVELOPMENT SERVICES	0.00
0860	TREASURER	0.00
0890	WEIGHTS & MEASURES	0.00

FUND	FUND NAME	TOTAL
	TOTAL GENERAL FUND	2,077,603.66
1100	STREET	247,549.11
1200	CODE ENFORCEMENT	28,559.88
1300	LIBRARY	185,368.50
1390	URBAN FORESTRY FUND	0.00
1400	PARKS AND RECREATION	268,104.10
1460	PARKING METER	27,777.63
1510	LAW ENFORCEMENT INFO SYSTEM FUND	24,122.40
1530	LAW ENFORCEMENT BLOCK GRANT FUND	0.00
1540	HUMAN SERVICES GRANTS	0.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	18,970.37
1630	COMBINED COMMUNICATIONS CENTER	77,349.12
1650	COMMUNITY & ECONOMIC DEVELOPMENT	0.00
1680	CD/HS	31,641.12
1820	WIA DISLOCATED WORKERS FUND	0.00
1830	WIA GOVERNORS GRANT FUND	0.00
1840	WIA ADMINISTRATIVE COST POOL	0.00
1970	EMS FUND	1,137,107.92
4100	WATER	351,863.79
4250	INTEGRATED CAPITAL FUND	42,930.19
4300	SEWER	422,712.12
4480	REFUSE	253,997.01
4490	SOLID WASTE	227,177.57
4600	GOLF	49,365.58
4700	GENERAL SERVICES FUND	117,809.94
5100	FLEET SERVICE	77,617.38
5200	PUBLIC WORKS & UTILITY FUND	53,173.04
5300	MIS	126,349.26
5400	REPROGRAPHICS	7,532.80
5600	ACCOUNTING SERVICES	99,769.42
5800	RISK MANAGEMENT	0.00
5810	WORKER'S COMPENSATION	12,007.60
5830	SELF-FUNDED MEDICAL/DENTAL	7,408.80
5900	ASSET MANAGEMENT	22,551.55
6060	CITY RETIREMENT	9,308.81
6750	REGIONAL PLAN	30,837.11
6780	EMS PROGRAM DIRECTOR	0.00
	TOTAL	6,036,565.78

## **MINUTES OF SPOKANE CITY COUNCIL**

**Monday, May 11, 2015**

### **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, Council's Policy Advisor Brian McClatchey, and City Clerk Terri Pfister were also present on the dais.

#### **Advance Agenda Review**

Council received input from staff on the May 18, 2015, Advance Agenda items.

#### **Action to Approve May 18, 2015, 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 Fagan, to approve the Advance Agenda for Monday, May 18, 2015; **carried unanimously.**

### **ADMINISTRATIVE SESSION**

#### **Current Agenda Review**

Council considered the May 11, 2015, Current Consent Agenda items.

### **CONSENT AGENDA**

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

Low Bid of L & L Cargile, Inc. (Spokane Valley, WA) for Havana and Glenrose Water and Road Improvements from 37th Avenue to 57th Avenue—\$3,341,918.50 (plus tax). An administrative reserve of \$334,191.85 (plus tax), which is 10% of the contract price, will be set aside. (PRO 2015-0011)

Extension No. 2 to Contract with Occupational Medicine Associates (Spokane WA) for professional medical services through April 30, 2016—\$120,000. (OPR 2013-0295)

Authorization to increase the administrative reserve on the Contract with Schimmels Construction Development Group, Inc., dba Schimmels Construction, for the Clark Avenue Riverbank Stabilization Project—increase of \$9,571.57 for a total administrative reserve of \$32,901.58 or 33.21% of the contract price. (OPR 2014-0621)

Interlocal Cooperation Agreement with Spokane County for Hearing Examiner services from January 1, 2015 through December 31, 2015—\$125 per hour. (OPR 2015-0386)

Contract extension with Deeco, Inc., (Raleigh, NC) for annual compliance testing at the Waste To Energy Facility from April 1, 2015 through March 31, 2016—\$93,920, plus 10% administrative reserve for a total not to exceed \$103,312. (OPR 2013-0296)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through May 4, 2015, total \$6,580,275.36 (Check Nos. 508407-508737; ACH Payment Nos. 18153-18249), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$5,959,585.26. (CPR 2015-0002)

City Council Meeting Minutes: (a) April 27, 2015 and (b) April 30, 2015. (CPR 2015-0013)

#### **Resolution 2015-0052**

Resolution 2015-0052—affirming the City of Spokane’s commitment to gender and racial equity, and creating a Task Force on Gender and Race Pay Equity—appeared on the May 11 Current Agenda with a request for suspension of the rules to add it to the Council’s Current Legislative Agenda. No action was taken on the request for suspension of the rules and the consensus of Council was that it be placed on the May 18 Agenda in the normal process.

#### **Resolution 2015-0054**

Council Member Snyder introduced and provided an overview of Resolution 2015-0054 relating to candidates for the position of Interim Ombudsman. Subsequently, the following actions were taken:

**Motion** by Council Member Snyder, seconded by Council Member Stratton, **to suspend** the Council Rules; **carried unanimously.**

**Motion** by Council Member Snyder, seconded by Council Member Allen, **to add** this resolution (Resolution 2015-0054) to tonight’s (May 11 Legislative) agenda; **carried unanimously.**

#### **Executive Session/Council Recess**

The City Council adjourned to an Executive Session at 3:49 p.m. for 15 minutes to discuss pending litigation matters. Assistant City Attorneys Sam Faggiano and Nate Odle were present during the Executive Session. The City Council reconvened at 6:00 p.m. for the Legislative Session, with Council President Stuckart and Council Members Allen, Fagan, Mumm, Snyder, Stratton, and Waldref present. Council's Policy Advisor Brian McClatchey 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.

### **PROCLAMATIONS**

May 3-19, 2015      *Spokane Lilac Festival*

Council Member Stratton, a former Lilac Queen, read the proclamation and presented it to Michael Cressey, Lilac Festival President. The proclamation urges citizens to join in celebrating and participating in the events leading up to this wonderful annual tradition. Mr. Cressey invited citizens to come to the Torch Light Parade this Saturday, May 16, at 7:45 p.m. The Lilac Queen and her Court then each introduced themselves and presented each City Council Member with this year's pin.

May 2015      *National Preservation Month*

Council Member Snyder read the proclamation and presented it to the City's Historic Preservation Officer Megan Duvall, who was accompanied by members of the Landmarks Commission. The proclamation encourages citizens of our great community to join with their fellow citizens across the nation and recognizing and participating in this special observation.

May 14, 2015      *Hmong American Day*

Council Member Waldref read the proclamation which recognizes the Hmong's joint sacrifice during the Vietnam War and their contribution to Spokane and to the United States. Mr. Xiong, President of the Spokane Hmong Association, accepted the proclamation.

### **APPOINTMENTS**

**Spokane Park Board (CPR 1981-0402)**



Council Member Mumm stated that as one of the co-leaders of the (proposed) Gender and Equity Task Force (Resolution 2015-0052) she will be working over the next several months to come up with the recommendations on how to improve our numbers of women and minorities on our boards and commissions. Council Member Allen noted that Ted McGregor was involved during the Riverfront Park master planning and stated it will be exciting to have him on the Board, as well as the new member. Subsequently, the following action was taken:

**Motion** by Council Member Allen, seconded by Council Member Snyder, **to approve** (and thereby confirm) the following appointments to the Spokane Park Board; **carried unanimously**:

- Nick Sumner for a term of February 10, 2015, to February 12, 2019.
- Ted McGregor for a term of February 10, 2015, to February 11, 2020.

There was no **City Administration Report**.

## **COUNCIL COMMITTEE REPORTS**

### **Public Works Committee**

Council Member Waldref reported on the Public Works Committee meeting held earlier today (May 11). 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**

**Stephanie Cornwell, Gloria Bercier, and Susie Young** expressed comments in support of sick day pay.

**Rick Bocook** commented on chalk art and protected speech and wasting water to wash the art away.

**George McGrath** commented on free speech and referred to last week's open forum during which he used a phrase to describe a section of the City. He stated he would like to know what speech is acceptable and what is speech is not acceptable by the City Council.

**Val Whaley** thanked the City on the collaboration with Occupy being at "the triangle" for nine days.

**John Ahern** commented on free speech and on bridges. He also commented on the condition of roads in the City.

**Gary Edwards** commented on interrelated issues that he referred to as “the bridge over troubled waters,” which relates to under employment and unemployment particularly of women. He stated that areas of our communities are referred to in ways that highlight this issue because of the desperation of women in the community.

## **LEGISLATIVE AGENDA**

### **EMERGENCY BUDGET ORDINANCES**

#### **Emergency Budget Ordinance C35257**

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

**Upon Unanimous Roll Call Vote**, the City Council **passed Final Reading Ordinance C35257** amending Ordinance No. C35185 passed the City Council November 24, 2014, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2015, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2015, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Civil Service Fund

FROM: Unappropriated Reserves, \$49,891,

TO: Various Accounts, same amount;

(This action creates a new Examination and Classification Analyst II position which has been approved by the Civil Service Commission.)

There were no **Emergency Ordinances**.

### **RESOLUTIONS**

#### **Resolution 2015-0054**

Subsequent to a full reading of Resolution 2015-0054 into the record by the City Clerk, Council Member Snyder provided an overview of the resolution. Public testimony was received from one individual and Council commentary held. The following action was then taken:

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2015-0054** relating to candidates for the position of Interim Ombudsman.

There were no **Final Reading Ordinances**.

There were no **First Reading Ordinances**.

There were no **Special Considerations**.

There were no **Hearings**.

## **SECOND OPEN FORUM**

**Phil Kiever** spoke in defense of George McGrath and the first amendment to protect free speech and constitutional rights.

**Gabriel Elliott** remarked on a KYRS radio program and provided other remarks.

**Sharon Frankivet (phonetic)** invoked her first amendment right to free speech and remarked on “Hookerville” and stated it’s just a word.

Council Member Snyder stated he felt compelled to comment on the derogatory term (Hookerville) and stated what he’s asking for is respect for all 27, soon to be 28, neighborhoods in our City, and the neighborhood being referred to is East Central. He commented that every neighborhood in the City is a great neighborhood. Council Member Allen countered Council Member Snyder’s comments and stated its very dangerous if the Council is going to start being word police.

## **ADJOURNMENT**

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 6:54 p.m.

Minutes prepared and submitted for publication in the May 20, 2015, issue of the *Official Gazette*.

---

Terri Pfister, MMC  
Spokane City Clerk

Reviewed by:

---

Ben Stuckart  
City Council President

**STUDY SESSION MEETING MINUTES**  
**SPOKANE CITY COUNCIL**  
**Thursday, May 14, 2015**

A Meeting of the Spokane City Council was held on the above date at 3:30 p.m. in the City Council Briefing Center, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Stuckart and Council Members Allen, Snyder and Stratton were present. Council Members Fagan, Mumm and Waldref were absent.

The following topic was discussed:

- Parking Funds

The meeting was open to the public but was conducted in a study session format. No public testimony was taken and discussion was limited to appropriate officials and staff.

The meeting adjourned at 4:15 p.m.

Minutes prepared and submitted for publication in the May 27, 2015, issue of the Official Gazette:

---

Terri L. Pfister, MMC  
Spokane City Clerk

Approved by City Council on \_\_\_\_\_, 2015.

---

Ben Stuckart  
City Council President

**STUDY SESSION MEETING MINUTES**  
**SPOKANE CITY COUNCIL**  
**Thursday, May 21, 2015**

A Meeting of the Spokane City Council was held on the above date at 3:39 p.m. in the City Council Briefing Center, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Pro-Tem Snyder and Council Members Allen, Fagan, and Stratton were present. Council Member Waldref left the meeting at 3:52 p.m. Council President Stuckart and Council Member Mumm were absent.

The following topics were discussed:

- Traffic Calming Update
- Board and Commission Interviews: John Lemus (Human Rights Commission) and Lily Haken (CHHS)

The meeting was open to the public but was conducted in a study session format. No public testimony was taken and discussion was limited to appropriate officials and staff.

The meeting adjourned at 4:48 p.m.

Minutes prepared and submitted for publication in the May 27, 2015, issue of the Official Gazette:

---

Terri L. Pfister, MMC  
Spokane City Clerk

Approved by City Council on \_\_\_\_\_, 2015.

---

Ben Stuckart  
City Council President

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

06/01/2015

Date Rec'd

5/18/2015

Clerk's File #

CPR 1991-0068

Renews #Submitting Dept

MAYOR

Cross Ref #Contact Name/Phone

KATIE ROSS 625.6716

Project #Contact E-Mail

KROSS@SPOKANECITY.ORG

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

0520 APPOINTMENT OF JOHN MARK VINCENT LEMUS TO THE HUMAN RIGHTS COMMISSION

Agenda Wording

Appointment of John Mark Vincent Lemus to the Spokane Human Rights Commission for a term of June 1, 2015 to June 1, 2018.

Summary (Background)

Appointment of John Mark Vincent Lemus to the Spokane Human Rights Commission for a term of June 1, 2015 to June 1, 2018.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

COTE, BRANDY

Study SessionDivision DirectorOtherFinanceDistribution ListLegal

bcote@spokanecity.org

For the Mayor

CODDINGTON, BRIAN

bstum@spokanecity.org

Additional ApprovalsPurchasing

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

06/01/2015

Date Rec'd

5/18/2015

Clerk's File #

CPR 2012-0033

Renews #Submitting Dept

MAYOR

Cross Ref #Contact Name/Phone

KATIE ROS 625.6716

Project #Contact E-Mail

KROSS@SPOKANECITY.ORG

Bid #Agenda Item TypeBoards and Commissions  
AppointmentsRequisition #Agenda Item Name0520 APPOINTMENT OF LILY HAKEN TO COMMUNITY HOUSING HUMAN  
SERVICES BOARDAgenda Wording

Appointment of Lily Haken to Community Housing and Human Services Board for a term of June 1, 2015 to June 1, 2018.

Summary (Background)

Appointment of Lily Haken to Community Housing and Human Services Board for a term of June 1, 2015 to June 1, 2018

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

COTE, BRANDY

Study SessionDivision DirectorOtherFinanceDistribution ListLegal

bcote@spokanecity.org

For the Mayor

CODDINGTON, BRIAN

jmallahan@spokanecity.org

Additional ApprovalsPurchasing

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

06/01/2015

Date Rec'd

5/18/2015

Clerk's File #

CPR 2012-0033

Renews #Submitting Dept

MAYOR

Cross Ref #Contact Name/Phone

KATIE ROSS 625.6716

Project #Contact E-Mail

KROSS@SPOKANECITY.ORG

Bid #Agenda Item TypeBoards and Commissions  
AppointmentsRequisition #Agenda Item Name0520 REAPPOINTMENT OF CHRISTINE BARADA TO COMMUNITY HOUSING  
HUMAN SERVICESAgenda Wording

Reappointment of Christine Barada to the Community Housing and Human Services Board for a term of January 1, 2015 to December 31, 2015.

Summary (Background)

Reappointment of Christine Barada to the Community Housing and Human Services Board for a term of January 1, 2015 to December 31, 2015.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

COTE, BRANDY

Study SessionDivision DirectorOtherFinanceDistribution ListLegal

bcote@spokanecity.org

For the Mayor

CODDINGTON, BRIAN

jmallahan@spokanecity.org

Additional ApprovalsPurchasing



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

06/01/2015

<u>Date Rec'd</u>	5/21/2015
<u>Clerk's File #</u>	ORD C35266
<u>Renews #</u>	

<u>Submitting Dept</u>	POLICE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	SARAH LYNDY 625-4056	<u>Project #</u>	
<u>Contact E-Mail</u>	SLYNDY@SPOKANEPOLICE.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Emergency Budget Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0680-EBO-REVENUE-SPS SCHOOL RESOURCE OFFICER COMMISSION		

Agenda Wording

Amending Ordinance No. C35185 and appropriating funds in the General Fund From: IG Law Enforcement Services, To: Various Accounts - \$90,000.00.

Summary (Background)

On 05/14/2015 the City of Spokane signed an agreement with Spokane Public Schools District No. 81 that modifies the current Limited Commission granted by the Chief of Police allowing School Resource Officers employed by SPS to be armed and establishing mandatory training requirements and SPD supervisory support. An SPD supervisory Sergeant will be in assigned full time to SPS. This position will be reimbursed by SPD from the date of signing to December 31, 2015.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ 90,000.00	#	0680-11100-21221-99999-33821
Expense	\$ 90,000.00	#	0680-VARIOUS - See Attached EBO
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DOBROW, RICK	<u>Study Session</u>	PSC 05/18/2015
<u>Division Director</u>	DOBROW, RICK	<u>Other</u>	
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	achirowamangu	
<u>For the Mayor</u>	SANDERS, THERESA	ewade	
<u>Additional Approvals</u>		slynds	
<u>Purchasing</u>			

**Briefing Paper**  
**City of Spokane**  
**Spokane Police Department/Public Safety Committee**  
**School Resource Officer Commission**  
**May 18, 2015**

---

**Subject**

A modification to the current Limited Commission granted by the Chief of Police allowing School Resource Officers employed by the Spokane Public Schools to be armed, and establishing mandatory training requirements and SPD supervisory support.

**Background**

For a number of years, school resource officers (SROs) employed by the Spokane Public Schools have been empowered by the Chief of Police with a special police officer commission (also known as a “limited commission”) to fulfill many law enforcement functions on school campuses. In the wake of national attention surrounding school shootings, efforts have been made across the country to increase supports surrounding school safety and security and to equip school personnel with the tools necessary to protect students and staff. Consistent with this purpose, the Spokane Public Schools and the Spokane Police Department have reached an agreement which would allow SRO’s to carry firearms.

**Impact**

The impact of this modification to what will now be referred to as “The School Resource Officer Commission” is increased emergency preparedness and security on school campuses with excellent collaboration and communication with the Spokane Police Department. Under this agreement, SROs will work more closely with SPD, receive more firearms training and have more authority to respond to emergent situations which will directly benefit students and staff. An SPD supervisory Sergeant will be in assigned full time to SPS.

**Action**

This action consists of modifying the School Resource Officer Commission, which will increase security on school campuses by allowing SROs to carry firearms and receive enhanced training and supervision from SPD.

Approve

**Funding**

Reimbursement from SPS for an SPD sergeant’s annual salary  
From MOU signature to August 31, 2015 - \$90,000.00  
From September 1 2015 - \$125,000.00

ORDINANCE NO C35266

An ordinance amending Ordinance No. C-35185, passed the City Council November 24, 2014, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2015, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2015, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2015 budget Ordinance No. C-35185, as above entitled, and which passed the City Council November 24, 2014, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0680-11100	General Fund – Police	
	99999-33821	IG Revenue	<u>\$ 90,000</u>
	21221-09150	Police Sergeant	\$ 70,000
	21221-51640	Deferred Compensation-Matching	\$2,500
	21221-52110	Social Security	\$ 800
	21221-52230	Pension LEOF II	\$3,400
	21221-52310	Medical Insurance	\$12,000
	21221-52320	Dental Insurance	\$1,000
	21221-52330	Life Insurance	\$40
	21221-52340	Disability Insurance	\$230
	21221-52345	Police Legal Defense Ins.	\$20
	21221-52400	Industrial Insurance	\$10
			<u>\$90,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to reflect additional revenue and expenses arising from the need to establish a new Sergeant position to oversee the Spokane Public Schools School Resource Officer (SRO) program and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

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

\_\_\_\_\_

Council President

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

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

06/01/2015

<u>Date Rec'd</u>	5/13/2015
<u>Clerk's File #</u>	RES 2015-0056
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY ATTORNEY
<u>Contact Name/Phone</u>	SALVATORE J. 625-6818 FAGGIANO
<u>Contact E-Mail</u>	SFAGGIANO@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0500 RESOLUTION APPROVING SETTLEMENT

**Agenda Wording**

Resolution approving settlement of New Cingular Wireless PSC LLC v. City of Spokane, U.S. District Ct, Eastern District of WA Cause No. 13-cv-275-TOR and then was consolidated with U.S. District Ct, Western District of WA, Cause No. 13-md-02485-JCC.

**Summary (Background)**

This claim was settled through negotiations.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 76,550.88	# 5800-78100-18680-54601
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<b><u>Dept Head</u></b>	DALTON, PAT
<b><u>Division Director</u></b>	
<b><u>Finance</u></b>	SALSTROM, JOHN
<b><u>Legal</u></b>	FAGGIANO, SAM
<b><u>For the Mayor</u></b>	SANDERS, THERESA

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

**Study Session****Other**

5/11/15 Executive Session

**Distribution List**

sfaggiano@spokanecity.org

dstragier@spokanecity.org

RESOLUTION RE SETTLEMENT OF  
CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, the City of Spokane is a named defendant in litigation brought in the Spokane County Superior Court and removed to Federal District Court under the caption "New Cingular Wireless PSC LLC, a Delaware limited liability company, Plaintiff, vs. The City of Spokane, Washington, Defendant," United State District Court, Western District of Washington Cause No. 13-cv-02316-JCC and 13-md-02485-JCC, arising out of the City's failure to refund alleged erroneously paid tax, as more fully described in the Complaint filed in said cause, and

WHEREAS, the Claimant and Settlement Class submitted to City a claim dated November 1, 2010, subsequently modified by letter dated June 15, 2012, seeking the refund of \$545,099 in Local Utility Tax ("Tax"), which Tax had previously been collected by the Claimant from its customers allegedly on charges for data services providing Internet access between November 1, 2005 and September 30, 2010, and which Tax previously was allegedly remitted by the Claimant to City (the "Claim"); and

WHEREAS, City has asserted various defenses to the Claim, including but not limited to an assertion that certain portions of the Claim are outside the three year limitations period for which a refund of Taxes is available under the City's municipal code and state law; and

WHEREAS, the Claimant is a party-defendant to the Global Class Action Settlement Agreement approved by the United States District Court for the Northern District of Illinois in Case No. 10-CV-02278, pursuant to which the rights of the customers included in the Settlement Class (the "Settlement Class") have been established; and

WHEREAS, the Settlement Class includes but is not limited to customers from whom the Tax was collected, which Tax is sought in the Claim; and

WHEREAS, the Claimant filed suit in King County Superior Court against City and others under Case No. 12-2-15031-1 SEA (the "First Lawsuit"); and

WHEREAS, the City was subsequently dropped as a defendant in the First Lawsuit by order pursuant to a motion for misjoinder, and the Claimant has not yet appealed the order dropping the City; and

WHEREAS, the Claimant filed a second suit in Spokane County Superior Court against the City under Case No. 13-2-02500-5, which the City subsequently removed to the United States District Court, Eastern District of Washington, Case No. 2:13-cv-00275-TOR (the "Second Lawsuit"); and

WHEREAS, the United States Judicial Panel on Multidistrict Litigation transferred the Second Lawsuit for consolidated pretrial proceedings under Case No. 2:13-md-02485-JCC (together with the First and Second Lawsuit, the "Lawsuits"); and

WHEREAS, the City has determined to resolve all claims with Plaintiff and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of SEVENTY-SIX THOUSAND FIVE HUNDRED FIFTY and 88/100 DOLLARS (\$76,550.88).

WHEREAS, Plaintiff has agreed to accept said payment and in return to dismiss with prejudice the City of Spokane from the lawsuit and any and all claims against defendant City of Spokane.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

1. The City of Spokane authorizes that payment in the amount of SEVENTY-SIX THOUSAND FIVE HUNDRED FIFTY and 88/100 DOLLARS (\$76,550.88), to be paid to plaintiff and its counsel, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation and/or claim, and in exchange the Plaintiff will dismiss the underlying lawsuit with prejudice and without costs of said litigation, and provide a signed release fully extinguishing all claims by plaintiff in connection with the case.

PASSED the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

Approved as to form:

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

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

05/11/2015

Date Rec'd

4/29/2015

Clerk's File #

ORD C35258

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/PhoneMIKE ALLEN & 625-6715  
MIKE FAGANProject #Contact E-Mail

RBARDEN@SPOKANECITY.ORG

Bid #Agenda Item Type

Final Reading Ordinance

Requisition #Agenda Item Name

ORDINANCE RELATING TO INDECENT PUBLIC EXPOSURE

Agenda Wording

An ordinance relating to indecent public exposure, public visibility, and disclosure standards for adult-oriented businesses; adopting a new section 10.06.050 to chapter 10.06 of the Spokane Municipal Code.

Summary (Background)

The recent increase in the number of drive-through coffee stands at which the employees' standard work uniform may violate existing law concerning indecent exposure, and may create off-site impacts at locations such as schools, parks, libraries, churches, and playgrounds, calls for a clarification of the law concerning the practices at these facilities. This proposed ordinance creates an opportunity for drive-through coffee stands to take appropriate measures to screen their employees from publi

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOtherFinance

SALSTROM, JOHN

Distribution ListLegal

DALTON, PAT

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing



The recent increase in the number of drive-through coffee stands at which the employees' standard work uniform may violate existing law concerning indecent exposure, and may create off-site impacts at locations such as schools, parks, libraries, churches, and playgrounds, calls for a clarification of the law concerning the practices at these facilities. This proposed ordinance creates an opportunity for drive-through coffee stands to take appropriate measures to screen their employees from public view.

## ORDINANCE NO. C35258

An ordinance relating to indecent public exposure, public visibility, and disclosure standards for adult-oriented businesses; adopting a new section 10.06.050 to chapter 10.06 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 10.06.050 to the Spokane Municipal Code to read as follows:

10.06.050 - Indecent public exposure and disclosure standards for Adult-Oriented Businesses.

A. Definitions

1. For purposes of this section, “public place” has the meaning stated in SMC 10.06.030(D)(2).
2. For purposes of this section, an “Adult-Oriented Business” is one in which the employee uniform consists of anything less than fully opaque covering of a male’s genitals or buttocks, or a female’s genitals, breast, or buttocks.

B. It is unlawful for any person to expose his or her genitalia while in a public place or while in a place which is visible from the public right of way, if the public place is open or available to persons of the opposite sex.

C. No Adult-Oriented Business may allow their employees, in the course of their employment, to be visible from any of the following preexisting uses, whether located inside or outside of the city of Spokane:

1. Public library.
2. Public playgrounds or park.
3. Public or private school and its grounds, from kindergarten to twelfth grade.
4. Nursery school, mini-daycare center or daycare center.
5. Church, convent, monastery, synagogue, or other place of religious worship.

D. All Adult-Oriented Businesses shall maintain and display city-approved signage which notifies the general public of the businesses’ employee uniform requirement.

E. Existing Adult-Oriented Businesses shall have ninety (90) days following the effective date of this section in which to come into compliance with this section.

F. Penalties

1. Violation of this section is a Class I civil infraction pursuant to SMC 1.02.950(C)(1).
2. Enforcement of this section is intended to be directed to business owners rather than employees engaged in the conduct of their employment.

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:**

06/01/2015

Date Rec'd

5/19/2015

Clerk's File #

ORD C35263

Renews #Submitting Dept

PLANNING &amp; DEVELOPMENT

Contact Name/Phone

ELDON BROWN 625-6305

Contact E-Mail

EBROWN@SPOKANECITY.ORG

Agenda Item Type

Hearings

Agenda Item Name

0650 - STREET VACATION - WALL STREET

Cross Ref #Project #Bid #Requisition #Agenda Wording

Vacation of the west 17 feet of Wall Street from the north line of Main Avenue to the south line of the alley between Main Avenue and Spokane Falls Boulevard as requested by Centennial Properties, Inc.

Summary (Background)

At its legislative session held on May 4, 2015, the City Council set a hearing on the above vacation for June 1, 2015. Since that time, staff has solicited responses from all concerned parties.

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

ApprovalsDept Head

MEULER, LOUIS

Division Director

SIMMONS, SCOTT M.

Finance

SALSTROM, JOHN

Legal

RICHMAN, JAMES

For the Mayor

SANDERS, THERESA

Council NotificationsStudy SessionOther

PCED 4/20/15

Distribution List

lhattenburg@spokanecity.org

ebrown@spokanecity.org

Additional Approvals

sbishop@spokanecity.org

Purchasing

edjohnson@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

and are properly disposing of the contamination. This cleanup work is progressing with the construction of the CSO 33-2 Control Facility.

Fiscal Impact

Select     \$

Select     \$

Budget Account

#

#

Distribution List


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

## ORDINANCE NO. C35263

An ordinance vacating the west 17 feet of Wall Street from the north line of Main Avenue to the south line of the alley between Main Avenue and Spokane Falls Boulevard

WHEREAS, a petition for the vacation of the west 17 feet of Wall Street from the north line of Main Avenue to the south line of the alley between Main Avenue and Spokane Falls Boulevard 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 west 17 feet of Wall Street from the north line of Main Avenue to the south line of the alley between Main Avenue and Spokane Falls Boulevard is hereby vacated. SW1/4 S18 T25N, R43E W.M. Parcel number not assigned.

Section 2. Adequate emergency and solid waste vehicle access shall be maintained to existing and future buildings.

Section 3. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to the full assessed value of the area herein vacated.

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

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

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

Approved as to Form:

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

\_\_\_\_\_  
Mayor

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

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

stvac\ Wall Street doc



**CITY OF SPOKANE**  
**PLANNING & DEVELOPMENT**

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

**STREET VACATION REPORT**  
May 6, 2015

**LOCATION:** The west 17 feet of Wall Street from the north line of Main Avenue to the south line of the alley between Main Avenue and Spokane Falls Boulevard.

**PROPONENT:** Centennial Properties, INC

**PURPOSE:** Development

**HEARING:** June 1, 2015

**REPORTS:**

**AVISTA UTILITIES** – Avista serves the area with gas and electric. In this particular location Avista has active electric vaults. Therefore, an easement should be reserved to Avista in the proposed vacation area for the existing underground electric facilities. If the property owner would like us to relocate and if it were feasible to relocate these facilities, it would be at the expense of the property owner.

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

**CENTURYLINK** – CenturyLink would prefer that this vacation request not be granted. CenturyLink has a conduit run and two vaults in the right of way that would be affected by this vacation. If the Vacation is for the purpose of building a structure, we would need to relocate our conduit structure and possibly our vaults. We would ask that the petitioner pay for any required relocation if this vacation petition is granted. If no structure is to be built, CenturyLink would request that our easement rights be retained.

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – The Clean Water Drain is an existing pipe system that removes ground water from basements and precipitation from certain roofs. The pipeline needs to be maintained in service during construction.



A combined sewer pipe is proposed in Wall Street. The alignment of this 12-inch pipeline is currently being evaluated. Pipe depth is anticipated to be 16 to 22 feet. The construction of this pipe needs to be coordinated with construction of River Park Square project

**FIRE DEPARTMENT** - Fire code requires a 20' minimum emergency vehicle access width

**NEIGHBORHOOD SERVICES** - No comments

**PARKS DEPARTMENT** - No comments

**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** – There is an existing clean water drain (24") main in Wall Street on the east side of Wall Street. The plan depth is approximately 8" to I.E. from ground elevation (therefore should require a 20' easement, 10' on either side of CL of pipe. Very likely to intrude into the proposed vacation. See plan # 94057). There may be one concrete planter and maybe Avista vaults close to the proposed vacation area. Planter will be removed as part of project. The 16' alley at the north end may be difficult to access if vacation is approved. Skywalk location must be addressed.

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

**PLANNING & DEVELOPMENT – PLANNING** – New sidewalk shall meet the minimum 12' dimension with street trees & clear pedestrian way. Any modifications to the skywalk require city council approval & public notice.

**POLICE DEPARTMENT** – The issue will be with special events. The St. Patrick's Parade had to change their route due to the Grand Hotel. They now use Wall as part of the new route.

**SOLID WASTE MANAGEMENT** – Solid Waste would like to see the following installed if this vacation is approved.

- 1) Building mounted flashing warning beacon with audible alarm
- 2) Appropriate corresponding warning beacon signage
- 3) Building mounted mirror.

**STREET DEPARTMENT** – The City has major street and utility construction projects scheduled for 2016 and 2017 that will require the use of Wall Street for downtown circulation of traffic so it shall remain open to vehicular traffic. The City also needs to install a storm sewer line in Wall Street at the same time as the new building is constructed for which this vacation is for. Therefore all construction staging for the building shall be kept off Wall Street until the storm sewer construction and paving of Wall Street is complete.

Was is the proposed, or potential, use for the property?...building expansion?...sidewalk cafes? What would the new “curb line” look like? Will we be allowing for pedestrians to be pushed further in to an undefined “roadway”? Liability wise, the City has already stuck its neck out by placing sign posts, light poles, sculptures, flag poles, trees, and planter boxes in the “roadway”. By reducing ROW, what is the proponent proposing to do with the pedestrians? What are they proposing to do with above mentioned items that are on the east side of the street?

What are the impacts to the traveling public? Will this remain local access? Will STA be impacted?

**WASTEWATER MANAGEMENT** – No comments

**WATER DEPARTMENT** – No comments

**BICYCLE ADVISORY BOARD** – No comments

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

1. An easement as requested by Century Link, Avista Utilities, Comcast and the City of Spokane shall be retained to protect existing and future utilities unless the utilities are moved at the proponent’s expense.
2. Adequate access shall be maintained for emergency vehicles, STA, and solid waste to existing and future buildings.
3. As part of the new construction, the following things must be installed to address Solid Waste’s concerns.
  - a) A building mounted flashing warning beacon with audible alarm and appropriate signage.
  - b) Building mounted mirror.
4. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor’s Office. This is calculated to be \$157,445.06 and is to be deposited to Budget Account #3200 49199 99999 39510.
5. Plans for Wall Street that address the relocation of existing planters, bollards, light poles, traffic poles, etc. be approved by the City of Spokane
6. A combined sewer pipe is proposed in Wall Street. The alignment of this 12-inch pipeline is currently being evaluated. Pipe depth is anticipated to be 16 to 22 feet. The construction

of this pipe needs to be coordinated with construction of River Park Square project.

7. 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 1, 2016.

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

A handwritten signature in black ink, appearing to read "Eldon W. Brown". The signature is written in a cursive, flowing style.

\stvac\Wall St.

P1500840VACA

Spokane Falls

Wall

Howard

Main

## Legal Description:

The west 17 feet of Wall Street from the north line of Main Avenue to the south line of the alley between Main Avenue and Spokane Falls Boulevard.

OSGIS

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.

50 25 0 50 100 Feet



Vacation

**COSGIS**  
City of Spokane GIS



## DISTRIBUTION LIST

VACATION OF WEST 17 FEET OF WALL STREET FROM THE NORTH LINE  
OF MAIN AVENUE TO THE SOUTH LINE OF THE ALLEY BETWEEN MAIN  
AVENUE AND SPOKANE FALLS BOULEVARD

### **POLICE DEPARTMENT**

ATTN: SGT JOHN GATELY

### **PARKS & RECREATION DEPARTMENT**

ATTN: LEROY EADIE

### **FIRE DEPARTMENT**

ATTN: LISA JONES  
MIKE MILLER

### **NEIGHBORHOOD SERVICES**

ATTN: JACKIE CARO  
JONATHAN MALLAHAN  
ROD MINARIK  
HEATHER TRAUTMAN

### **CURRENT PLANNING**

ATTN: TAMI PALMQUIST  
DAVE COMPTON

### **BICYCLE ADVISORY BOARD**

ATTN: LOUIS MEULER

### **WATER DEPARTMENT**

ATTN: DAN KEGLEY  
JAMES SAKAMOTO  
ROGER BURCHELL  
CHRIS PETERSCHMIDT  
HARRY MCLEAN

### **SOLID WASTE MANAGEMENT**

ATTN: Scott Windsor

### **STREETS**

ATTN: MARK SERBOUSEK  
DAUN DOUGLASS

### **CITY CLERK'S OFFICE**

ATTN: JACQUELINE FAUGHT

### **PUBLIC WORKS**

ATTN: RICK ROMERO  
MARCIA DAVIS

### **TRANSPORTATION OPERATIONS**

ATTN: BOB TURNER

### **AVISTA UTILITIES**

ATTN: DAVE CHAMBERS  
RANDY MYHRE

### **PLANNING & DEVELOPMENT**

ATTN: ERIK JOHNSON  
ELDON BROWN  
JOHN SAYWERS

### **COMCAST DESIGN & CONSTRUCTION**

ATTN: BRYAN RICHARDSON

### **CONSTRUCTION MANAGEMENT**

ATTN: KEN BROWN

### **CENTURY LINK**

ATTN: KAREN STODDARD

### **INTEGRATED CAPITAL MANAGEMENT**

ATTN: KATHERINE MILLER

CENTENNIAL PROPERTIES INC

999 W RIVERSIDE AVE

SPOKANE WA 99201-1006

### **WASTEWATER MANAGEMENT**

ATTN: BILL PEACOCK

DISTRIBUTION LIST  
VACATION OF WEST 17 FEET OF WALL STREET FROM THE NORTH LINE  
OF MAIN AVENUE TO THE SOUTH LINE OF THE ALLEY BETWEEN MAIN  
AVENUE AND SPOKANE FALLS BOULEVARD

COTTER, JAMES F  
1802 NE LOOP 410 STE 111  
SAN ANTONIO TX 78217

BROWN, SCOTT  
7 W SEVENTH ST  
CINCINNATI OH 45202

RIVER PARK SQUARE, LLC  
999 W RIVERSIDE AVE  
SPOKANE WA 99201-1006

RIVERPARK PROPERTIES INC  
1516 W RIVERSIDE AVE  
SPOKANE WA 99201-1241

ROBERTS, SALLY A  
818 W RIVERSIDE , STE 300  
SPOKANE WA 99201

FEDERATED DEPT STORES INC  
7 W 7TH ST  
CINCINNATI OH 45202-2424

GLOBAL CREDIT UNION  
PO BOX 3200  
SPOKANE WA 99202-3200

BKWSPOKANE, LLC  
601 W MAIN #400  
SPOKANE WA 99201-0674

CHOICE HOLDINGS LLC  
PO BOX 407  
SPOKANE WA 99210-0407

JACK & MAX LLC  
107 S HOWARD #500  
SPOKANE WA 99201

STERLING SAVINGS ASSN  
111 N WALL ST  
SPOKANE WA 99201-0696

STIRITZ, THOMAS A  
120 N WALL ST 3RD FL  
SPOKANE WA 99201

FPA CRESCENT ASSOCIATES  
433 E LAS COLINAS BLVD STE 300  
IRVING TX 75039-5522

STG MAIN, LLC  
1304 SOUTHPOINT BLVD, STE 101  
PETALUMA CA 94954

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PO BOX 2160  
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CITY OF SPOKANE PARKS DEPT  
808 W SPOKANE FALLS BLVD  
SPOKANE WA 99201-3317

SCOT DAVID LLC  
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