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, AUGUST 31, 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 MIKE FAGAN
COUNCIL MEMBER CANDACE MUMM
COUNCIL MEMBER JON SNYDER
COUNCIL MEMBER KAREN STRATTON
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 August 31, 2015:

User Name: **COS Guest**
Password: **W23282sg**

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. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

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

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

BRIEFING SESSION

(3:30 p.m.)
(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1. Low Bids of:	**Approve All & Auth. Contracts**	
a. Bacon Concrete, Inc. (Spokane, WA) for 2014 Traffic Calming Projects–$432,993.90. An administrative reserve of $43,299.39, which is 10% of the contract price, will be set aside.		**PRO 2015-0032 ENG 2014066 ENG 2014067**
b. Halme Construction, Inc. (Spokane, WA) for Erie Street from 1st Avenue to Martin Luther King Jr. Way–$575,050.15. An administrative reserve of $57,505.02, which is 10% of the contract price will be set aside.		**PRO 2015-0033 ENG 2014115**
c. AM Landshaper, Inc. (Spokane, WA) for Garden Springs Creek Restoration–$100,203.40 plus tax. An administrative reserve of $10,020.34 plus tax, which is 10% of the contract price will be set aside.		**PRO 2015-0034 ENG 2013191**

2.	**Consultant Agreements with:**	**Approve All**	
	a. Murray, Smith and Associates, Inc. (Spokane, WA) for the Central Avenue Well Station Rehabilitation through October 31, 2016—not to exceed $131,550.		**OPR 2015-0746 ENG 2014044 RFQ 4137-15**
	b. LSB Consulting Engineers, PLLC (Spokane, WA) for on-call structural engineering services through July 31, 2017—not to exceed $400,000.		**OPR 2015-0747 ENG 2015131 RFQ 4152-15**
3.	**Authorization to increase the administrative reserves on the contracts with:**	**Approve All**	
	a. T. Lariviere Equipment & Excavation, Inc., (Athol, ID) for 1st Avenue from Helena Street to Altamont Street—increase of $145,000, for a total administrative reserve of $197,170.68 or 38% of the contract price. (East Central Neighborhood)		**PRO 2015-0021 ENG 2014118**
	b. Michels Corporation (Salem OR) for Cure in Place Pipe Sanitary Sewer Rehabilitation—increase of $190,000, for a total administrative reserve of $331,559.40 or 23.4% of the contract price. (East Central Neighborhood)		**PRO 2015-0012 ENG 2014119**
	c. Halme Construction, Inc., for CSO 33-2 Control Facility—increase of $775,000, for a total administrative reserve of $1,824,698.90 or 49.4% of the contract price. (East Central Neighborhood)		**PRO 2014-0032 ENG 2011085**
4.	**Three-year Personal Services Contracts for Real Estate Right-of-Way Acquisition and Relocation On-Call Services with:**	**Approve All**	
	a. Cope Acquisition Services, LLC, (Spokane, WA)—not to exceed $750,000. (Various Neighborhoods)		**OPR 2015-0748 RFP 4118-15**
	b. Epic Land Solutions, Inc., (Spokane, WA)—not to exceed $750,000. (Various Neighborhoods)		**OPR 2015-0749 RFP 4118-15**
5.	**Purchase & Sale Agreement with SCAFCO Industries related to city-owned property located at 402 North Lee Street—$300,292 revenue.**	**Approve**	**OPR 2015-0750**

The following item (OPR 2014-0558) has been tabled indefinitely:

6.	~~**Contract Amendment and Extension No. 1 to Contract with KB Construction, (Coeur d'Alene, ID) for services for boarding and monitoring buildings through August 31, 2016, using funds from the Code Enforcement budget—$75,000 maximum.**~~		~~**OPR 2014-0558 BID 4030-14**~~
7.	**Grant funding from Washington Auto Theft Prevention Authority (Lacey, WA)—$431,000. Award period is September 1, 2015 – June 30, 2017.**	**Accept**	**OPR 2015-0751**
8.	**Grant Agreement FEL-01-15 from Washington State Department of Transportation Aviation Division - Washington Airport Aid Program—$250,000.**	**Approve**	**OPR 2015-0752**
9.	**Authorization to enter into Grant Agreement 3-53-0073-030 from the Federal Aviation Administration - Airport Improvement Program—$4,920,207.**	**Approve & Auth. Contract**	**OPR 2015-0753**
10.	**Agreement for Services with the Public Facilities District providing for the construction of improvements to the Division Street Triangle Gateway—$215,000. (Riverside Neighborhood)**	**Approve**	**OPR 2015-0754 ENG 2015134**
11.	**Contract Extension No. 2 with Anatek Labs, Inc. (Spokane, WA) to provide bacteriological and chemical analysis of groundwater and drinking water for Solid Waste Disposal, Water, and Wastewater Departments through September 30, 2016—Estimated expenditure $59,236.**	**Approve**	**OPR 2011-0749 BID 3807-11**
12.	**Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through August 24, 2015, total $5,972,013.14, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $5,286,432.72.**	**Approve & Authorize Payment**	**CPR 2015-0002**
13.	**City Council Meeting Minutes: (a) August 17, 2015 and (b) August 20, 2015.**	**Approve All**	**CPR 2015-0013**

Staff requests motion to suspend Council Rules to add the following item (OPR 2015-0770):

14.	**Authorization for Willis of Seattle, the City's insurance broker, to purchase insurance policies for the City from September 1, 2015 to September 1, 2016—estimated renewal cost for the existing policies is $1,850,000.**	**Approve**	**OPR 2015-0770**

EXECUTIVE SESSION

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

CITY COUNCIL SESSION

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

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

LEGISLATIVE SESSION

(6:00 P.M.)
(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS
(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS	RECOMMENDATION	
Chase Youth Commission: Three Appointments, Two Reappointments	**Confirm**	**OPR 1985-0131**

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted

on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

LEGISLATIVE AGENDA

EMERGENCY BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. 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:

ORD C35297 Forfeitures & Contributions Fund
FROM: Forfeitures & Contributions Fund - Contributions/Donations, $72,200;
TO: General Fund-Operating Supplies, same amount.

(This action appropriates recently contributed revenue in the Forfeiture and Contributions Fund. These funds will be used for Community Outreach Programs.)

ORD C35298 Asset Management Fund
FROM: Contributed Capital-Federal/State/Local, $300,000;
TO: Computer/Micro Equipment, same amount.

(This action appropriates additional funding contributed from Spokane County's Emergency Communications Sales Tax Fund. Funds will be used to purchase Mobile Data Computers.)

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2015-0093 Requesting that the administration and the Downtown Spokane Partnership implement a 60-day parklet demonstration project in downtown Spokane.

RES 2015-0094 Amending the City Council Rules of Procedure Section 9.1 to include Community, Health, and Environment as a standing committee.

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

The following item (ORD C35299) has been deferred to the September 14, 2015, Agenda:

~~ORD C35299~~ **~~Relating to land use application notification and appeal procedures; amending Spokane Municipal Code Sections 17G.050.140 Effect of Notice, 17G.050.310 Right of Appeal, 17G.060.090 Determination of a Complete Application, 17G.060.120 Public Notice – Types of Notice, 17G.060.190 Notice of Decision, and Table 17G.060-3 Type of Public Notice Required / Project Permit Review Process.~~**

The following item (ORD C35300) has been deferred to the January 11, 2016, Agenda:

~~ORD C35300~~ **~~Relating to earned sick and safe leave in the City of Spokane; creating a new Title 18 to the Spokane Municipal Code; amending section 3.01A.355 of the Spokane Municipal Code; and amending section 4.04.050 of the Spokane Municipal Code.~~**

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

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 August 31, 2015, Regular Legislative Session of the City Council is adjourned to September 14, 2015.

Note: The regularly scheduled City Council meeting for Tuesday, September 8, 2015, has been canceled. (There is no meeting on Monday, September 7, 2015, due to the recognized observance of the Labor Day holiday.)

NOTES

Agenda Sheet for City Council Meeting of: 08/31/2015		**Date Rec'd**	8/19/2015
		Clerk's File #	PRO 2015-0032
		Renews #	
Submitting Dept	ENGINEERING SERVICES	**Cross Ref #**	
Contact Name/Phone	DAN BULLER 625-6391	**Project #**	2014066/2014067
Contact E-Mail	DBULLER@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	CR 15957
Agenda Item Name	0370 - LOW BID AWARD - 2014 TRAFFIC CALMING – BACON CONCRETE, INC.		

Agenda Wording

Low Bid of Bacon Concrete, Inc. (Spokane, WA for 2014 Traffic Calming Projects - $432,993.90. An administrative reserve of $43,299.39, which is 10% of the contract price plus tax, will be set aside. (Various Neighborhood Councils)

Summary (Background)

On August 24, 2015 bids were opened for the above project. The low bid was from Bacon Concrete, Inc. in the amount of $432,993.90, which is $30,507.90 or 7.58% over the Engineer's Estimate; other bids were received as follows: William Winkler Company - $466,571.96 and Cameron-Reilly, LLC – $529,505.00.

Fiscal Impact		**Budget Account**
Expense	**$** 182,629.55	**#** 1380 24102 95300 56501 99999
Expense	**$** 293,663.74	**#** 1380 24103 95300 56501 99999
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	Public Works 8/24/15
Finance		**Distribution List**	
Legal	WHALEY, HUNT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	kbustos@spokanecity.org	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		jahensley@spokanecity.org	
		mhughes@spokanecity.org	
		kgoodman@spokanecity.org	

City Of Spokane

Engineering Services Department

* * * Engineer's Final Estimate * * *

Project Number: 2014065

Project Description 2014 Traffic Calming

Funding Source Local

Preparer Mark Melnick

Original Date 6/22/2015 10:29:33 AM

Update Date 6/22/2015 10:30:29 AM

Addendum

Project Number: 2014065

Item No	Bid Item Description	Est Quantity		Unit Price	Amount
	Description			**Tax Classification**	
Schedule 01	Traffic Calming for COS Districts 2 and 3			Public Street Improvement	
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1	EST	1.00	1.00
102	SPCC PLAN	1	LS	* * * * * *	500.00
103	REFERENCE AND REESTABLISH SURVEY MONUMENT	4	EA	325.00	1,300.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1	LS	* * * * * *	500.00
105	MOBILIZATION	1	LS	* * * * * *	10,000.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	* * * * * *	17,000.00
107	TRAFFIC CONTROL SUPERVISOR	240	HR	28.00	6,720.00
108	PORTABLE CHANGEABLE MESSAGE SIGN	64	HR	20.00	1,280.00
109	TYPE III BARRICADE	4	EA	50.00	200.00
110	CLEARING AND GRUBBING	1	LS	* * * * * *	8,900.00
111	MATERIAL ON HAND, TREE PROTECTION	1	LS	* * * * * *	800.00
112	REMOVE EXISTING CURB	1650	LF	7.00	11,550.00
113	REMOVE EXISTING CURB AND GUTTER	25	LF	13.00	325.00
114	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	570	SY	13.00	7,410.00
115	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	2	EA	500.00	1,000.00
116	SAWCUTTING CURB	105	EA	25.00	2,625.00
117	SAWCUTTING RIGID PAVEMENT	90	LFI	3.00	270.00
118	SAWCUTTING FLEXIBLE PAVEMENT	400	LFI	2.00	800.00
119	REMOVE LANDSCAPE BOULDERS	1	LS	* * * * * *	450.00
120	ROADWAY EXCAVATION INCL. HAUL	165	CY	20.00	3,300.00
121	PREPARATION OF UNTREATED ROADWAY	750	SY	5.00	3,750.00
122	CRUSHED SURFACING BASE COURSE	155	CY	50.00	7,750.00
123	CSTC FOR SIDEWALK AND DRIVEWAYS	255	CY	60.00	15,300.00
124	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	145	SY	20.00	2,900.00
125	HMA CL. 1/2 IN. PG 70-28, 6 INCH THICK	565	SY	48.00	27,120.00
126	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG70-28, 3 INCH THICK	195	SY	36.00	7,020.00
127	PAVEMENT REPAIR EXCAVATION INCL. HAUL	185	SY	35.00	6,475.00
128	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1	CAL	-1.00	-1.00
129	CEMENT CONCRETE CURB WALL	335	LF	45.00	15,075.00
130	GRATE INLET TYPE 3	2	EA	1,400.00	2,800.00

Project Number: 2014065

Item No	Bid Item Description	Est Quantity		Unit Price	Amount
	Description			**Tax Classification**	
Schedule 01	Traffic Calming for COS Districts 2 and 3			Public Street Improvement	
131	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN CONCRETE	5	EA	350.00	1,750.00
132	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN CONCRETE	1	EA	450.00	450.00
133	CATCH BASIN TYPE 0	1	EA	1,900.00	1,900.00
134	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME AND BI-DIRECTIONAL VANED GRATE	1	EA	750.00	750.00
135	CLEANING EXISTING DRAINAGE STRUCTURE	3	EA	300.00	900.00
136	TRENCH SAFETY SYSTEM	1	LS	* * * * * *	1,500.00
137	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	95	LF	55.00	5,225.00
138	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	3	EA	405.00	1,215.00
139	PLUGGING EXISTING PIPE	1	EA	170.00	170.00
140	ESC LEAD	1	LS	* * * * * *	800.00
141	INLET PROTECTION	25	EA	70.00	1,750.00
142	SOD INSTALLATION	100	SY	12.00	1,200.00
143	4 IN. PVC IRRIGATION SLEEVE	25	LF	11.00	275.00
144	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1	LS	* * * * * *	1,320.00
145	CEMENT CONCRETE CURB	1980	LF	23.00	45,540.00
146	CEMENT CONC. CURB AND GUTTER	25	LF	30.00	750.00
147	CEMENT CONCRETE DRIVEWAY	485	SY	50.00	24,250.00
148	CEMENT CONCRETE DRIVEWAY TRANSITION	85	SY	50.00	4,250.00
149	TYPE 3 CHANNELIZATION DEVICE	4	EA	80.00	320.00
150	RESET WIRE FENCE	60	LF	4.00	240.00
151	CEMENT CONC. SIDEWALK	2285	SY	35.00	79,975.00
152	CLAY TILE	600	EA	1.00	600.00
153	INTERLOCKING PERMEABLE CONCRETE PAVERS	245	SY	110.00	26,950.00
154	RAMP DETECTABLE WARNING	300	SF	25.00	7,500.00
155	RAMP DETECTABLE WARNING RETROFIT	25	SF	37.00	925.00
156	LIGHTING CONDUIT	60	LF	40.00	2,400.00
157	SIGNING, PERMANENT	1	LS	* * * * * *	12,756.00
158	IN-STREET PEDESTRIAN CROSSWALK SIGN R1-6a	2	EA	300.00	600.00
159	REMOVAL OF EXISTING PAVEMENT MARKINGS	245	SF	4.00	980.00
160	PAVEMENT MARKING - DURABLE HEAT APPLIED	625	SF	10.00	6,250.00
161	PAVEMENT MARKING - PAINT	290	SF	3.50	1,015.00
162	PAVEMENT MARKINGS LONGITUDINAL LAYOUT-DOTS	21	EA	5.00	105.00
163	GRAVITY BLOCK WALL	180	SF	18.00	3,240.00
164	REINFORCED DOWELED CURB	55	LF	13.00	715.00
165	TRAFFIC ISLAND CONCRETE	2	SY	400.00	800.00
				Schedule Totals	402,486.00

SCHEDULE SUMMARY

	Sched 1	*Sched 2*	*Sched 3*	*Sched 4*	*Sched 5*	*Sched 6*	*Sched 7*	*Sched 8*	*Total*
Engineer's Est	402,486.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	402,486.00

Agenda Sheet for City Council Meeting of: 08/31/2015		**Date Rec'd**	8/19/2015
		Clerk's File #	PRO 2015-0033
		Renews #	
Submitting Dept	ENGINEERING SERVICES	**Cross Ref #**	
Contact Name/Phone	DAN BULLER 625-6391	**Project #**	2014115
Contact E-Mail	DBULLER@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	BT
Agenda Item Name	0370 - LOW BID AWARD - ERIE STREET – HALME CONSTRUCTION, INC.		

Agenda Wording

Low Bid of Halme Construction, Inc. (Spokane, WA) for Erie Street from 1st Avenue to Martin Luther King Jr. Way - $575,050.15 . An administrative reserve of $57,505.02, which is 10% of the contract price plus tax, will be set aside. (East Central Neighborhood Council)

Summary (Background)

On August 24, 2015 bids were opened for the above project. The low bid was from Halme Construction, Inc. in the amount of $575,050.15, which is $38,597.35 or 6.29% under the Engineer's Estimate; other bids were received as follows: L&L Cargile, Inc. - $594,944.00; Inland Asphalt Company - $669,925.00; T. LaRiviere Equipment & Excavation, Inc. - $715,645.50 and DEBCO Construction - $807,046.50.

Fiscal Impact		**Budget Account**
Expense	**$** 413,887.20	**#** 3404 49742 95300 56501 99999
Expense	**$** 218,667.97	**#** 4250 43101 94000 56501 99999
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	Public Works 8/24/15
Finance		**Distribution List**	
Legal	WHALEY, HUNT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	kbustos@spokanecity.org	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		jahensley@spokanecity.org	
		mhughes@spokanecity.org	
		kgoodman@spokanecity.org	

City Of Spokane

Engineering Services Department

* * * Engineer's Final Estimate * * *

Project Number: 2014115

Project Description Erie Street from 1st Avenue to Martin Luther King Jr Way

Funding Source Local

Original Date 7/28/2015 1:03:34 PM

Update Date 8/7/2015 2:48:05 PM

Preparer Michael Myers

Addendum ADDENDUM I

Project Number: 2014115

Item No	Bid Item Description	Est Quantity		Unit Price	Amount
	Description			**Tax Classification**	
Schedule 01	ERIE STREET IMPROVEMENTS			Public Street Improvement	
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1	EST	1.00	1.00
102	SPCC PLAN	1	LS	* * * * * *	500.00
103	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	1	EST	10,000.00	10,000.00
104	POTHOLING	7	EA	400.00	2,800.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	1	EA	500.00	500.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1	LS	* * * * * *	1,000.00
107	MOBILIZATION	1	LS	* * * * * *	36,000.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	* * * * * *	5,000.00
109	CLEARING AND GRUBBING	1	LS	* * * * * *	5,000.00
110	REMOVAL OF STRUCTURE AND OBSTRUCTION	1	LS	* * * * * *	8,000.00
111	REMOVE EXISTING CURB	135	LF	10.00	1,350.00
112	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	66	SY	12.00	792.00
113	REMOVE CURB/GRATE INLET	2	EA	400.00	800.00
114	SAWCUTTING CURB	4	EA	25.00	100.00
115	SAWCUTTING RIGID PAVEMENT	65	LFI	3.00	195.00
116	SAWCUTTING FLEXIBLE PAVEMENT	500	LFI	0.35	175.00
117	ROADWAY EXCAVATION INCL. HAUL	2500	CY	18.00	45,000.00
118	REMOVE UNSUITABLE FOUNDATION MATERIAL	50	CY	20.00	1,000.00
119	REPLACE UNSUITABLE FOUNDATION MATERIAL	50	CY	15.00	750.00
120	PREPARATION OF UNTREATED ROADWAY	3190	SY	1.30	4,147.00
121	CRUSHED SURFACING TOP COURSE	320	CY	40.00	12,800.00
122	CRUSHED SURFACING BASE COURSE	320	CY	38.00	12,160.00
123	CSTC FOR SIDEWALK AND DRIVEWAYS	13	CY	54.00	702.00
124	HMA CL. 1/2 IN. PG 70-28, 3 IN. THICK	27	SY	30.00	810.00
125	HMA CL. 1/2 IN. PG 70-28, 5 IN. THICK	2950	SY	28.00	82,600.00
126	HMA FOR APPROACH CL. 1/2 IN. PG 70-28, 3 IN. THICK	27	SY	55.00	1,485.00
127	HMA FOR TRANSITION CL. 1/2 IN. PG 70-28, 2 IN. THICK	14	SY	50.00	700.00
128	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1	CAL	-1.00	-1.00
129	COMPACTION PRICE ADJUSTMENT	1	EST	8,490.00	8,490.00

Item No	*Bid Item Description*	*Est Quantity*		*Unit Price*	*Amount*
	Description			*Tax Classification*	
Schedule 01	ERIE STREET IMPROVEMENTS			Public Street Improvement	
130	FURNISHING CONCRETE FOR CEMENT CONCRETE PAVEMENT	16	CY	130.00	2,080.00
131	CEMENT CONCRETE PAVEMENT, 9 IN. THICK	45	SY	50.00	2,250.00
132	CEMENT CONCRETE PAVEMENT, 6 IN. THICK	27	SY	45.00	1,215.00
133	EPOXY-COATED DOWEL BAR WITH DRILL HOLE	68	EA	60.00	4,080.00
134	CEMENT CONCRETE CURB WALL	184	LF	42.00	7,728.00
135	GRAVEL BACKFILL FOR WALL	20	CY	35.00	700.00
136	GRATE INLET TYPE 3	3	EA	1,500.00	4,500.00
137	DRYWELL TYPE 1	2	EA	3,500.00	7,000.00
138	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	1	EA	300.00	300.00
139	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	5	EA	400.00	2,000.00
140	CATCH BASIN TYPE 1	4	EA	2,000.00	8,000.00
141	CATCH BASIN TYPE 3	1	EA	2,200.00	2,200.00
142	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	11	EA	600.00	6,600.00
144	ABSORPTION TRENCH	1	LS	* * * * * *	9,190.00
145	CLEAN EXISTING DRAINAGE STRUCTURE	2	EA	300.00	600.00
146	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	2	EA	700.00	1,400.00
147	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1	EA	500.00	500.00
148	SIDE SEWER CLEANING AND VIDEO INSPECTION	2	EA	500.00	1,000.00
149	RECONNECT SIDE SEWER, DUCTILE IRON	2	EA	950.00	1,900.00
150	TRENCH SAFETY SYSTEM	1	LS	* * * * * *	2,000.00
151	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	243	LF	50.00	12,150.00
152	REMOVAL OF EXISTING SEWER PIPE	181	LF	20.00	3,620.00
153	TEMPORARY ADJACENT UTILITY SUPPORT	1	LS	* * * * * *	3,000.00
154	CLEANING EXISTING SANITARY SEWER	2	EA	400.00	800.00
155	WATER TAP APPLICATION FEE	1	EA	40.00	40.00
156	1-INCH IRRIGATION WATER TAP INSTALLATION FEE	1	EA	2,910.00	2,910.00
157	TRENCH EXCAVATION FOR WATER SERVICE TAP	15	CY	50.00	750.00
158	DUCTILE IRON SANITARY SEWER PIPE 8 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	106	LF	60.00	6,360.00
159	ESC LEAD	1	LS	* * * * * *	1,500.00
160	INLET PROTECTION	9	EA	80.00	720.00
161	STABILIZED CONSTRUCTION ENTRANCE	300	SY	20.00	6,000.00
162	TOPSOIL TYPE A, 2 INCH THICK	1527	SY	7.00	10,689.00
163	PSIPE 2 IN. CALIPER MULTI-TRUNK SHADE TREE	17	EA	425.00	7,225.00
164	PSIPE CONIFER TREE, 4 - 6 FT.HEIGHT	11	EA	350.00	3,850.00
165	PSIPE SHRUB, 3 GALL	53	EA	60.00	3,180.00
166	HAND WATERING	10	EA	200.00	2,000.00

Item No	*Bid Item Description*	*Est Quantity*		*Unit Price*	*Amount*
	Description			*Tax Classification*	
Schedule 01	ERIE STREET IMPROVEMENTS			Public Street Improvement	
167	HYDROSEEDING	1527	SY	2.00	3,054.00
168	TOPSOIL FOR BIO-INFILTRATION SWALES, 12 INCH THICK INCL. SE	335	SY	15.00	5,025.00
169	CONSTRUCT BIO-INFILTRATION SWALE	900	SY	6.00	5,400.00
170	SWALE DRAIN PAD	2	SY	70.00	140.00
171	CURB DROP INLET	2	EA	200.00	400.00
172	IRRIGATION SYSTEM	1	LS	* * * * * *	6,000.00
173	4 IN. PVC IRRIGATION SLEEVE	61	LF	10.00	610.00
174	CEMENT CONCRETE CURB	10	LF	30.00	300.00
175	CEMENT CONC. CURB AND GUTTER	1510	LF	18.00	27,180.00
176	CEMENT CONCRETE DRIVEWAY	34	SY	48.00	1,632.00
177	CEMENT CONC. SIDEWALK	126	SY	36.00	4,536.00
178	RAMP DETECTABLE WARNING	48	SF	22.00	1,056.00
179	CONDUIT TRENCH < 3 FT WIDTH	380	LF	15.00	5,700.00
180	CONDUIT TRENCH 3 FT TO 5 FT WIDTH	385	LF	20.00	7,700.00
181	CONDUIT PIPE, 2 IN. DIAM. PVC SCH 40	1270	LF	5.00	6,350.00
182	CONDUIT PIPE, 2 IN. DIAM. PVC SCH 80	510	LF	7.50	3,825.00
183	CONDUIT PIPE, 4 IN. DIAM. PVC SCH 40	1270	LF	12.00	15,240.00
184	VAULT, PULL BOX, OR HAND HOLE INSTALLATION	7	EA	1,500.00	10,500.00
185	CONCRETE LIGHT POLE BASE	1	EA	1,200.00	1,200.00
186	EXCAVATION, BEDDING AND BACKFILL FOR AVISTA CATHODIC PROTECTION LINE	190	LF	15.00	2,850.00
187	SIGNING, PERMANENT	1	LS	* * * * * *	2,000.00
188	TRAFFIC ISLAND CONCRETE	1	SY	100.00	100.00
				Schedule Totals	483,691.00

Project Number: 2014115

Item No	Bid Item Description	Est Quantity		Unit Price	Amount
	Description			**Tax Classification**	
Schedule 02	FRONT AVE SEWER REPAIRS			Public Street Improvement	
201	POTHOLING	3	EA	400.00	1,200.00
202	MOBILIZATION	1	LS	* * * * * *	7,500.00
203	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	* * * * * *	2,000.00
204	SAWCUTTING FLEXIBLE PAVEMENT	100	LFI	0.35	35.00
205	PLUGGING EXISTING PIPE	3	EA	400.00	1,200.00
206	BYPASS PUMPING	1	LS	* * * * * *	20,000.00
207	EXISTING TYPE II-72 MANHOLE MODIFICATIONS	1	LS	* * * * * *	2,000.00
208	MANHOLE TYPE I-48	2	EA	2,500.00	5,000.00
209	MANHOLE TYPE II-60	1	EA	3,000.00	3,000.00
210	MANHOLE TEST	3	EA	450.00	1,350.00
211	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	3	EA	250.00	750.00
212	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1	EA	500.00	500.00
213	SANITARY SEWER PIPE 24 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	1	LS	* * * * * *	5,850.00
214	SANITARY SEWER PIPE 24 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B - ADDITIONAL QUANTITY	50	LF	90.00	4,500.00
215	TRENCH SAFETY SYSTEM	1	LS	* * * * * *	2,500.00
216	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1	LS	* * * * * *	7,500.00
217	PAVEMENT REPAIR EXCAVATION INCL. HAUL - ADDITIONAL QUANTITY	17	CY	15.00	255.00
218	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	1	LS	* * * * * *	39,750.00
219	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK - ADDITIONAL QUANTITY	75	SY	30.00	2,250.00
220	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1	CAL	-1.00	-1.00
221	COMPACTION PRICE ADJUSTMENT	1	EST	4,000.00	4,000.00
222	CRUSHED SURFACING BASE COURSE	20	CY	40.00	800.00
223	INLET PROTECTION	6	EA	200.00	1,200.00
				Schedule Totals	113,139.00

SCHEDULE SUMMARY

	Sched 1	*Sched 2*	*Sched 3*	*Sched 4*	*Sched 5*	*Sched 6*	*Sched 7*	*Sched 8*	*Total*
Engineer's Est	483,691.00	113,139.00	0.00	0.00	0.00	0.00	0.00	0.00	596,830.00

Agenda Sheet for City Council Meeting of: 08/31/2015		Date Rec'd	8/19/2015
		Clerk's File #	PRO 2015-0034
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2013191
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	0370 - LOW BID AWARD - GARDEN SPRINGS CREEK – AM Landshaper, Inc.		

Agenda Wording

Low Bid of AM Landshaper, Inc. (Spokane, WA) for Garden Springs Creek Restoration - $100,203.40 plus tax. An administrative reserve of $10,020.34 plus tax, which is 10% of the contract price plus tax, will be set aside. (West Hills Neighborhood Council)

Summary (Background)

On August 24, 2015 bids were opened for the above project. The low bid was from AM Landshaper, Inc. in the amount of $100,203.40, which is $23,997.60 or 19.32% under the Engineer's Estimate; other bids were received as follows: Halme Construction, Inc. – 126,404.05 and T. LaRiviere Equipment & Excavation, Inc. – 162,701.00.

Fiscal Impact		Budget Account
Expense	$ 119,813.20	# 1400 95364 94000 56501 99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 7/13/15
Finance		Distribution List	
Legal	WHALEY, HUNT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	kbustos@spokanecity.org	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		jahensley@spokanecity.org	
		mhughe@spokanecity.org	

City Of Spokane

Engineering Services Department

* * * Engineer's Final Estimate * * *

Project Number: 2013191

Project Description Garden Springs Creek Restoration

Funding Source State

Preparer Cindy Kinzer

Original Date 8/4/2014 11:09:05 AM

Update Date 7/30/2015 8:10:28 AM

Addendum

Project Number: 2013191

Item No	Bid Item Description	Est Quantity		Unit Price	Amount
	Description			**Tax Classification**	
Schedule 01	Creek Restoration - REBID			Not Public Street Improvement	
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1	EST	1.00	1.00
102	SPCC PLAN	1	LS	* * * * * *	1,500.00
103	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1	LS	* * * * * *	700.00
104	MOBILIZATION	1	LS	* * * * * *	20,000.00
105	CLEARING AND GRUBBING	1	LS	* * * * * *	15,000.00
106	MATERIAL ON HAND, TREE PROTECTION	1	LS	* * * * * *	4,000.00
107	REMOVAL OF STRUCTURE AND OBSTRUCTION	1	LS	* * * * * *	13,000.00
108	ESC LEAD	1	LS	* * * * * *	3,000.00
109	MATERIAL ON HAND EROSION CONTROL	1	LS	* * * * * *	7,000.00
110	CREEK RESTORATION	1	LS	* * * * * *	60,000.00
				Schedule Totals	124,201.00

SCHEDULE SUMMARY

	Sched 1	*Sched 2*	*Sched 3*	*Sched 4*	*Sched 5*	*Sched 6*	*Sched 7*	*Sched 8*	*Total*
Engineer's Est	124,201.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	124,201.00

Agenda Sheet for City Council Meeting of: 08/31/2015		Date Rec'd	8/19/2015
		Clerk's File #	OPR 2015-0746
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2014044
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	RFQ 4137-15
Agenda Item Type	Contract Item	Requisition #	CR 15904
Agenda Item Name	0370 - CONSULTANT AGREEMENT - MURRAY , SMITH & ASSOCIATES, INC.		

Agenda Wording

Consultant Agreement with Murray, Smith and Associates, Inc. for the Central Avenue Well Station Rehabilitation for an amount not to exceed $131,550.00.

Summary (Background)

The water department's capital plan includes reconstruction of the Central Avenue well station (approximately two blocks southwest of the intersection of Division Street/Francis Avenue). The current station consists of 50 year old submersible pumps and underground piping, all of which need replacement due to age and non-compliance with current Department of Health regulations. Due to capacity limitations in Engineering Services, a solicitation for consulting engineers was advertised.

Fiscal Impact		Budget Account
Expense	$ 131,550.00	# 4250 42300 94000 56501 04100
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	kbustos@spokanecity.org	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		cwahl@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Four firms responded. One firm, Murray, Smith and Associates (MSA), was judged the most qualified and therefore selected. MSA is based on Portland but has a local office here in Spokane. An agreement was subsequently negotiated with MSA.

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

Distribution List

Clerk's OPR 2015-0746

City of Spokane

CONSULTANT AGREEMENT

CENTRAL AVENUE WELL #1 PUMP STATION REPLACEMENT PROJECT

This Agreement is made and entered into by and between the City of Spokane ("City"), a Washington municipal corporation, and MURRAY, SMITH AND ASSOCIATES, INC., whose address is 421 West Riverside Avenue, Suite 762, Spokane, Washington 99201 ("Consultant").

Recitals:

WHEREAS, the purpose of this contract is to assist the City in planning the replacement of one of the two well pump stations at the Central Avenue site; and

WHEREAS, the Consultant was selected from the City's Request for Qualifications (RFQ) # 4137-15.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.
The term of this Agreement begins when fully executed by all parties, and ends on October 31, 2016, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.
The Consultant shall begin the work outlined in the "Scope of Work" ("Work") upon receipt of written notice to proceed from the City. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The Scope of Work for this Agreement and the time schedule for completion of such Work are described in Exhibit A, which is attached to and made a part of this Agreement.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. PAYMENT.
A. The Consultant will be reimbursed on a **time and expenses basis** with a total not to exceed amount of $131,550 for Tasks 1 through 6 in accordance with the firm's current standard

rates.. Tasks 7A and 7B are optional and have not been included in the current base fee. Total compensation under this Agreement shall not exceed $131,550, unless modified by a written amendment to this Agreement. The parties agree that the hourly rate includes all direct, indirect, and fixed fees for the project.

The Contract Amount includes a Management Reserve Fund of thirteen thousand one hundred Dollars ($13,100) which is strictly governed by the terms of the Contract section entitled "Payment from the Management Reserve Fund."

B. This contract is a payment negotiated on the basis of cost, and shall include only those costs allowed.
C. Reasonable annual adjustments to salary rates may be allowed provided such adjustments do not increase costs above the Contract Amount. Salary adjustments shall be subject to approval by the City, and an amended salary exhibit shall be submitted by the Consultant for attachment and incorporation into the Contract.
D. Direct Expenses. In addition to the salary-related payments set forth above, the City will reimburse the Consultant at cost, without any additional mark-up, for expenses that are necessary and directly applicable to the work required by this Contract. Such direct project costs may not be included in the overhead expenses or direct labor multiplier of the Consultant. There is no mark-up allowed on any direct expenses.

5. REIMBURSABLES

If the Agreement specified reimbursables to be compensated by the City, the following limitations apply. If no travel or direct charges are identified and allowed in the Agreement, the City shall provide no reimbursement.

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
D. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate is 56.5 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

E. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may include a 4% mark up. Copies of all Subconsultant invoices that are rebilled to the City are required.

6. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:
Dept. of Engineering Services City of Spokane 808 W Spokane Falls Blvd Spokane WA 99201
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):
• Invoice Date and Invoice Number • City Project Manager Name: Dan Buller (• Contract Title: **CENTRAL AVENUE WELL #1 PUMP STATION REPLACEMENT PROJECT** • Period covered by the invoice • Task # and title • Employee's name and classification • Employee's all-inclusive hourly rate and # of hours worked • Total labor costs per task • Itemization of direct, non-salary costs (per task, if so allocated) • The following Sub-Consultant payment information will be provided (attach Sub- Consultant invoices as backup): o Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant). o Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant). • Cumulative costs per task and for the total project • Budget remaining per task and for the total project

A. If there are any grant or loan monies involved in this Contract, the Consultant shall retain all required records for three years after the funding agency has audited the grant or

loan. The funding agency shall be allowed access to such records for the same time duration.

Funding Agency	Project Grant or Loan Number.
Drinking Water State Revolving Fund	DM13-952-132

Third Party Beneficiary. If there are ever any Department of Ecology grant monies involved in this Contract, the State Department of Ecology shall be designated as an express third party beneficiary with full rights as such.

B. Payment from the Management Reserve Fund. For a Management Reserve Fund to be utilized on this Contract or any subsequent amendments it must already be identified on the associated exhibit for the estimated cost. The Management Reserve Fund is to provide the Department with flexibility to authorize additional funds for allowable unforeseen costs beyond those estimated for in the tasks of the Scope of Work, or for reimbursing the Consultant for additional work requested by the City toward completing the Scope of Work.

Payment from the Management Reserve Fund is at the sole discretion of the Department and must be authorized in writing before the Consultant performs the additional work. Such written authorization will include a description of the work that is to be performed and shall specify the amount of the payment, including, if applicable, any profit factor. Any fixed fee for work reimbursed from the Management Reserve Fund shall be negotiated at the time such work is assigned to the Consultant and shall be authorized in writing by the City.

The Consultant shall show separately and identify on its invoices all charges against the Management Reserve Fund.

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. It the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
C. As authorized by SMC, the Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

8. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
Dan Buller, Project Manager Dept of Engineering Services City of Spokane	Joe Foote Murray, Smith & Associates 421 W Riverside Ave. Suite 762

Spokane WA 99201	Spokane, WA 99201

9. SOCIAL EQUITY REQUIREMENTS.

A. Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall affirmatively try to ensure applicants are employed, and employees are treated during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identify, political ideology, creed, religion, ancestry, national origin, or any sensory, mental or physical handicap. Such efforts include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training. The Consultant 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 Consultant.

B. Consultant shall seek inclusion of woman and minority business for subcontracting whenever feasible. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant releases and shall indemnify, and hold the City and its officers, employees and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local laws or regulations) (and including, but not limited to, claims for infringement of any copyright, patent, trademark, or trade secret), costs (including attorneys' fees), actions or damages of any sort arising out of the Consultant's performance or nonperformance of the services to be provided under this Agreement to the extent caused by the negligent acts or omissions, willful misconduct, or breach of this Agreement by the Consultant, subconsultants, its servants, agents, officers or employees. The Consultant's obligations shall not be eliminated or reduced by any alleged negligence on the part of the City. In furtherance of these obligations, and only regarding the City and its officers, employees, and agents, the Consultant waives any immunity it may have or limitation on the amount or type of damages imposed under Title 51 RCW, or any other industrial insurance, workers compensation, disability, employee benefit or similar laws. The Consultant acknowledges that the foregoing waiver of immunity was mutually negotiated, and that the contract price reflects this negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement. Consultant's defense obligation shall include only the reimbursement of reasonable defense costs to the extent of Consultant's actual, proportional indemnity obligation as determined by a court of law.

11. INSURANCE.

The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents – notably **RFQ #4137-15**. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

12. AUDIT.
Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available to the Agency provided the Agency gives 10 business day's notice, including up to six years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations that the Agency selects. The Consultant shall supply or permit the Agency to copy such books and records. The Consultant shall ensure that inspection, audit and copying rights of the Agency is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

13. INDEPENDENT CONSULTANT.
A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and does not as a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within 90 days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

14. KEY PERSONS.
The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING.
The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or

subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

16. FEDERAL DEBARMENT.
The Consultant shall immediately notify the City of any suspension or debarment or other action that excludes the Consultant or any subconsultant from participation in Federal contracts. Consultant shall verify all subconsultants intended and/or used by the Consultant for performance of City Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at https://www.sam.gov. Consultant shall keep proof of such verification within the Consultant records.

17. CITY ETHICS CODE (SMC 1.04).
A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
C. Consultant shall provide written notice to the City of any Consultant worker who shall or is expected to perform over 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those performed for the Consultant and other hours that the worker performed for the City under any other contract. Such workers are subject to the City Ethics Code, SMC 1.04. The Consultant shall advise their Consultant Workers.
D. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.
Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMMISSIONS, CORRECTIONS.
Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services

immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project.

21. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Spokane are **public records**. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally exempt from disclosure and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary): You must determine and declare any materials you want exempted (redacted), and that you also

believe are eligible for redaction. This includes but is not limited to your bid submissions, contract materials and work products.

Contract Work Products: If you wish to assert exemptions for your contract work products you must notify the City Project Manager at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

City's Response to a Public Records Act Requests: The City will provide you "third party notice", giving ten (10) business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the contract. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

23. TERMINATION.

A. For Cause: The City may terminate the Agreement if the Consultant is in material breach of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.
B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control.
C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant.
D. Notice: Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than five (5) business days prior to the effective date of termination.

E. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
F. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. DEBARMENT.

The Director of Finance and Administrative Services or designee may debar a and prevent a Consultant from contracting or subconsultant with the City for up to five (5) years after determining the Consultant:

A. Received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts;
B. Failed to comply with City ordinances or contract terms, including but not limited to, ordinance or contract terms related to woman and minority business utilization, discrimination, equal benefits, or other state, local or federal non-discrimination laws;
C. Abandoned, surrendered, or failed to complete or to perform work on or for a City contract;
D. Failed to comply with contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards;
E. Submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract;
F. Colluded with another firm to restrain competition;
G. Committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract for the City or any other government entity;
H. Failed to cooperate in a City debarment investigation.

25. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through

written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

26. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
J. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. The solicitation (Request for Proposal or Solicitation for Qualifications), Addenda, and the Consultants Proposal, are each explicitly included as Attachments

material to the Agreement. Where there are conflicts between these documents, the controlling document will first be this Agreement as amended, the Consultant's Proposal, then the City Solicitation documents. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

K. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

L. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

CONSULTANT	**CITY OF SPOKANE**
By Joseph Foote July 30, 2015	By
Signature Date	Signature Date
Joseph Foute	
Type or Print Name	Type or Print Name
Senior Engineer, Associate	
Title	Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments: Exhibit A - Scope of Work & Fee Calculation
Exhibit B – Payment (Negotiated Hourly Rate)
Exhibit C –Rate Schedule

EXHIBIT B

PAYMENT

(NEGOTIATED HOURLY RATE)

The Consultant shall be paid by the Agency for completed work and service rendered under this Agreement as provided hereinafter. The payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

A. HOURLY RATES. The Consultant shall be paid by the Agency for work done, based upon the negotiated hourly rates show in the attached Exhibits A & C. The rates listed shall be applicable for the first twelve (12)-month period and shall be subject to negotiation for the following twelve (12)-month period upon request of the Consultant or the Agency. If negotiations are not conducted for the second or subsequent twelve (12)-month periods within ninety (90) days after completion of the previous period, the rates listed in this Agreement or subsequent written authorization(s) from the Agency shall be utilized for the period of the Agreement. The rates are inclusive of direct salaries, payroll additives, overhead and fee. The Consultant shall maintain support data to verify the hours billed on the Agreement.

B. DIRECT NONSALARY COSTS. Direct non-salary costs will be reimbursed at the actual cost to the Consultant. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and subconsultant costs.

2. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the Agency. Automobile mileage for travel will be reimbursed at the current rate approved for Agency employees and shall be supported by the date and time of each trip with origin and destination of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for Agency employees.

3. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the Project.

4. The Consultant shall maintain the original supporting documents in its office.

5. All of the above charges must be necessary for the services provided under this Agreement.

C. MANAGEMENT RESERVE FUND. The Agency may desire to establish a Management Reserve Fund to provide the Agreement Administrator the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs, or reimbursing the Consultant for additional work beyond that already defined in this Agreement. The amount included for the Management Reserve Fund is shown in the heading of this Agreement. This fund may be replenished in a subsequent supplemental agreement. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, Extra Work.

D. MAXIMUM TOTAL AMOUNT PAYABLE. The maximum total amount payable by the Agency to the Consultant under this Agreement shall not exceed the amount shown in the heading of this Agreement. The Maximum Total Amount Payable is comprised of the Total Amount Authorized and the Management Reserve Fund. The Maximum Total Amount Payable does not include payments for extra work as stipulated in Section XIV, Extra Work. No minimum amount payable is guaranteed under this Agreement.

E. MONTHLY PROGRESS PAYMENTS. The Consultant may submit billings to the Agency for reimbursement of all costs authorized in (A) and (B) above on a monthly basis during the progress of the work. The billings shall be in a format approved by the Agency and accompanied by the monthly progress reports required under Section III "General Requirements" of this Agreement. The billings will be supported by detailed statements for hours expended at the rates established in Exhibit C, including names and classifications for all employees, and billings for all direct non-salary expenses. To provide a means of verifying the invoiced salary costs for Consultant employees, the Agency may conduct employee interviews. These interviews may consist of recording the names, titles, and present duties of those employees performing work on the Project at the time of the interview.

F. FINAL PAYMENT. Final payment of any balance due the Consultant of the gross amount earned will be made promptly upon its verification by the Agency after the completion of the work under this Agreement, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this Agreement. Acceptance of the final payment by the Consultant shall constitute a release of all claims of any nature which the Consultant may have against the Agency unless the claims are specifically reserved in writing and transmitted to the Agency by the Consultant prior to its acceptance. The final payment shall not, however, be a bar to any claims that the Agency may have against the Consultant or to any remedies the Agency may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant will refund such overpayment to the Agency within ninety (90) days of notice of the overpayment. The refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the Agency of overpayment. The Agency has twenty (20) days after receipt of the final Post Audit to begin the appeal process to the Agency for audit findings.

G. INSPECTION OF COST RECORDS. The Consultant and the subconsultants shall keep available for inspection by representatives of the Agency for a period of three (3) years after final payment, the cost records and accounts pertaining to this Agreement and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or related to the Agreement is initiated before the expiration of the three (3)-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

BRIEFING PAPER
Public Works Committee
Engineering Services
July 27, 2015

Subject
Central Avenue Well Station Reconstruction (2014044)

Background
The water department's capital plan includes reconstruction of the Central Avenue well station (approx. Two blocks southwest of the intersection of Division Street/Francis Avenue). The current station consists of 50 year old submersible pumps and underground piping, all of which needs replacement due to age and non-compliance with current Department of Health regulations.

Due to capacity limitations in Engineering Services, a solicitation for consulting engineers was advertised. Four firms responded. One firm, Murray, Smith and Associates (MSA), was judged the most qualified and therefore selected. MSA is based on Portland but has a local office here in Spokane.

An agreement was subsequently negotiated with MSA.

Public Impact
The hiring of the consultant which is the subject of this briefing paper has no direct impact on the public.

Action
Information is provided for Council background. The proposed agreement with MSA will be on the July 27, 2015 council agenda.

Funding
This project will be paid with water dept. funds.

Agenda Sheet for City Council Meeting of: 08/31/2015		Date Rec'd	8/19/2015
		Clerk's File #	OPR 2015-0747
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2015131
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	RFQ #4152-15
Agenda Item Type	Contract Item	Requisition #	MASTER
Agenda Item Name	0370 - LSB - ON-CALL STRUCTURAL ENGINEERING AGREEMENT		

Agenda Wording

Contract with LSB Consulting Engineers, PLLC (LSB) (Spokane, WA) for on-call structural engineering in the amount not to exceed $400,000.00.

Summary (Background)

The contract with LSB is the result of a request for qualifications wherein Engineering Services solicited structural engineering services (both design and construction phase) for a period of two years with two optional one year renewal periods. Tasks to be performed by LSB under this contract include structural engineering design/construction phase assistance for such things as retaining walls, concrete masonry buildings, signal bases, etc. Costs incurred under this agreement will be paid by

Fiscal Impact		Budget Account
Expense	$ 400,000.00	# Various
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 7/27/15
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	kbustos@spokanecity.org	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing	WAHL, CONNIE	htrautman@spokanecity.org	
		jahensley@spokanecity.org	
		mhughes@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

individual public works projects. The structural engineering budget for each individual project will be negotiated separately for each project.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

City of Spokane

CONSULTANT AGREEMENT

Title: **STRUCTURAL ENGINEERING ON-CALL**

This Agreement is made and entered into by and between the **City of Spokane** ("City"), a Washington municipal corporation, and **LSB CONSULTING ENGINEERS, PLLC** ("Consultant"), whose address is 523 East 3rd Avenue, Spokane, Washington 99202.

Recitals:

WHEREAS, the purpose of this Agreement is for the Consultant to provide the City of Spokane structural engineering services; and

WHEREAS, the Consultant was selected from a City "qualifications based" solicitation entitled City of Spokane's Request For Qualifications (RFQ) #4152-15; and

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.
The term of this Agreement begins for an initial two (2) year term commencing August 15, 2015, and ending on July 31, 2017, unless amended by written agreement or terminated earlier under the provisions. This Agreement has the option of two (2) additional one (1) year renewals, upon mutual agreement of the parties.

2. TIME OF BEGINNING AND COMPLETION.
The Consultant shall begin the work outlined in the "Scope of Work" ("Work") upon receipt of written notice to proceed from the City. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.
The Scope of Work, time schedule for completion and associated budget will be negotiated for each public works project (task) to be performed under this Agreement and a task assignment issued, Budgets shall utilize the Consultant's Rate Schedule (Exhibit A) which is attached to and made a part of this Agreement.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. PAYMENT.
This contract provides for time and expense payment negotiated for each public works project (task) based on cost to complete that task, and shall include only those costs allowed. Total compensation under this Agreement shall not exceed FOUR HUNDRED THOUSAND AND NO/100 DOLLARS ($400,000.00) unless modified by a written amendment to this Agreement.

5. REIMBURSABLES

If the Agreement specified reimbursables to be compensated by the City, the following limitations apply. If no travel or direct charges are identified and allowed in the Agreement, the City shall provide no reimbursement.

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.

B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.

C. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate is 56.5 cents per mile.

D. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may include a four (4%) percent markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

6. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:
ENGINEERING SERVICES DEPARTMENT 2ND Floor – City Hall 808 West Spokane Falls Boulevard Spokane WA 99201
Invoices under this Contract shall clearly display the following information (subconsultants' invoices shall also include this information):

- Invoice Date and Invoice Number
- City Project Manager Name: (varies by task assignment)
  (Please do not put PM's name in the address portion of the invoice)
- Contract Title: **OPR #_____**
- Period covered by the invoice
- Task # and title
- Employee's name and classification
- Employee's all-inclusive hourly rate and # of hours worked
- Total labor costs per task
- Itemization of direct, non-salary costs (per task, if so allocated)
- The following Subconsultant payment information will be provided (attach Sub-Consultant invoices as backup):
  - Amount Paid to all Subconsultants for the invoice period (list separate totals for each Subconsultant).
  - Cumulative To-Date amount paid to all Subconsultants (list separate totals for each Subconsultant).
- Cumulative costs per task and for the total project

If there are any grant or loan monies involved in this Contract, the Consultant shall retain all required records for three (3) years after the funding agency has audited the grant or loan. The funding agency shall be allowed access to such records for the same time duration.
Third Party Beneficiary. If there are ever any Department of Ecology grant monies involved in this Contract, the State Department of Ecology shall be designated as an express third party beneficiary with full rights as such.

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. It the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
C. As authorized by SMC, the Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

8. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
_____, Project Manager City of Spokane Engineering Department 808 West Spokane Falls Boulevard Spokane, WA 99201	Firm Contact: Randall J. LaPlante Firm Name: LSB Consulting Engineers PLLC Firm Address: 523 East 3rd Avenue Spokane, WA 99202

9. SOCIAL EQUITY REQUIREMENTS.

A. Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall affirmatively try to ensure applicants are employed, and employees are treated during employment, without regard to race, color, age, sex, marital status,

sexual orientation, gender identify, political ideology, creed, religion, ancestry, national origin, or any sensory, mental or physical handicap. Such efforts include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training. The Consultant 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 Consultant.

B. Consultant shall seek inclusion of woman and minority business for subcontracting whenever feasible. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant releases and shall defend, indemnify, and hold the City and its officers, employees and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local laws or regulations) (and including, but not limited to, claims for infringement of any copyright, patent, trademark, or trade secret), costs (including attorneys' fees), actions or damages of any sort arising out of the Consultant's performance or nonperformance of the services to be provided under this Agreement attributable to the acts or omissions, willful misconduct, or breach of this Agreement by the Consultant, subconsultants, its servants, agents, officers or employees. The Consultant's obligations shall not be eliminated or reduced by any alleged negligence on the part of the City. In furtherance of these obligations, and only regarding the City and its officers, employees, and agents, the Consultant waives any immunity it may have or limitation on the amount or type of damages imposed under Title 51 RCW, or any other industrial insurance, workers compensation, disability, employee benefit or similar laws. The Consultant acknowledges that the foregoing waiver of immunity was mutually negotiated, and that the contract price reflects this negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

11. INSURANCE.

The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents (RFQ. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

12. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available at any and all times deemed necessary by the Agency, including up to six years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations that the Agency selects. The Consultant shall supply or permit the Agency to copy such books and records. The Consultant shall ensure that inspection, audit and copying rights of the Agency is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

13. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The

Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.

C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and does not as a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within 90 days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

14. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

16. FEDERAL DEBARMENT.

The Consultant shall immediately notify the City of any suspension or debarment or other action that excludes the Consultant or any subconsultant from participation in Federal contracts. Consultant shall verify all subconsultants intended and/or used by the Consultant for performance of City Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at https://www.sam.gov. Consultant shall keep proof of such verification within the Consultant records.

17. CITY ETHICS CODE (SMC 1.04).

A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.

C. Consultant shall provide written notice to the City of any Consultant worker who shall or is expected to perform over 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those performed for the Consultant and other hours that the worker performed for the City under any other contract. Such workers are subject to the City Ethics Code, SMC 1.04. The Consultant shall advise their Consultant Workers.

D. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause

termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project.

21. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Spokane are public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally exempt from disclosure and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary): You must determine and declare any materials you want exempted (redacted), and that you also believe are eligible for redaction. This includes but is not limited to your bid submissions, contract materials and work products.

Contract Work Products: If you wish to assert exemptions for your contract work products you must notify the City Project Manager at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

City's Response to a Public Records Act Requests: The City will provide you "third party notice", giving ten (10) business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the contract. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

23. TERMINATION.

A. For Cause: The City may terminate the Agreement if the Consultant is in material breach of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.
B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control.
C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant.
D. Notice: Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than five (5) business days prior to the effective date of termination.
E. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the

Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

F. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. DEBARMENT.

The Director of Finance and Administrative Services or designee may debar and prevent a Consultant from contracting or subconsultant with the City for up to five (5) years after determining the Consultant:

A. Received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts;
B. Failed to comply with City ordinances or contract terms, including but not limited to, ordinance or contract terms related to woman and minority business utilization, discrimination, equal benefits, or other state, local or federal non-discrimination laws;
C. Abandoned, surrendered, or failed to complete or to perform work on or for a City contract;
D. Failed to comply with contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards;
E. Submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract;
F. Colluded with another firm to restrain competition;
G. Committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract for the City or any other government entity;
H. Failed to cooperate in a City debarment investigation.

25. INTERLOCAL COOPERATION ACT.

RCW 39.34 allows cooperative agreements between public agencies and other political subdivisions, to share the work or results of work that each agency also has authority to independently perform. SMC 20.60.100 allows certain non-profits to also use these agreements. If a public agency files or has filed an Intergovernmental Cooperative Purchasing Agreement with the City Purchasing and Contracting Services Division, those agencies may utilize City contracts in lieu of their own selection process, as long as the contract meets the requirements requires of their local and state law. The Consultant may accept or decline such Work. If the Consultant accepts work from another public agency using the City of Spokane Agreement as the authority, the Consultant shall offer the same prices, terms and conditions. The City of Spokane accepts no responsibility for the choice of an agency to utilize the City contract, or for payment or performance.

26. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

27. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. The solicitation (Request for Proposal or Solicitation for Qualifications), Addenda, and the Consultants Proposal, are each explicitly included as Attachments material to the Agreement. Where there are conflicts between these documents, the controlling document will first be this Agreement as amended, the Consultant's Proposal, then the City Solicitation documents. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

K. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

L. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

CONSULTANT

By_____
Signature Date

_____
Type or Print Name

_____
Title

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Attachments: Exhibit A – Consultant's Rate Schedule

15-619

BRIEFING PAPER
Public Works Committee
Engineering Services
July 27, 2015

Subject
On-call structural engineering agreement

Background
Engineering Services has "on-call" agreements with various engineering firms for specialized engineering services (structural, geotechnical, etc.) associated with various city public works projects as needed. Those firms are selected on the basis of qualifications as required by RCW 39. These agreements generally last from three to five years after which time Engineering Services re-advertises a "request for qualifications", a process that we just went through in June, 2015 for structural engineers.

Three firms submitted statements of qualifications in response to the request for qualifications. A review committee ranked the firms by qualifications as required by RCW 39 and selected LSB Consulting Engineers of Spokane as the most qualified.

Engineering Services proposes to enter into a contract with LSB for two years for $400,000 with two optional one year renewal periods. Tasks to be performed by LSB under this contract include structural engineering design/construction phase assistance for such things as retaining walls, concrete masonry buildings, signal bases, etc. Costs incurred under this agreement will be paid be individual public works projects. The structural engineering budget for each individual project will be negotiated separately for each project.

Action
The proposed agreement will be on council advanced agenda on July 27, 2015. This information is provided for council consideration.

Funding
Structural engineering services described in this briefing paper are paid as part various public works projects.

For further information, please contact Kyle Twohig, Engineering Operations Manager 625-6152 or ktwohig@spokanecity.org.

Agenda Sheet for City Council Meeting of: 08/31/2015		Date Rec'd	8/19/2015
		Clerk's File #	PRO 2015-0021
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2014118
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 15916
Agenda Item Name	0370 - ADMIN RESERVE INCREASE - T. LARIVIERE EQUIPMENT & EXCAVATION		

Agenda Wording

Authorization to increase the administrative reserve on the contract with T. Lariviere Equipment & Excavation, Inc., for 1st Avenue from Helena Street to Altamont Street - for an increase of $145,000.00 for a total administrative reserve of

Summary (Background)

As part of the scope development of two CSO tanks (IO7 & CSO 34-1), it was discovered that by rerouting a four block section of stormwater piping on 1st Avenue, the City could save at least $250,000 by building a smaller IO7 tank (which is small and deep and therefore more expensive tank to construct) in exchange for a larger CSO 34-1 tank (which is a shallow, large tank and therefore has a lower cost per gallon). This scope development occurred while the 1st Avenue grind and overlay project

Fiscal Impact		Budget Account
Expense	$ 145,000.00	# 4250 43416 94000 56501 10034
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 8/24/15
Finance	SALSTROM, JOHN	Distribution List	
Legal	DALTON, PAT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	kbustos@spokanecity.org	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		jahensley@spokaneicty.org	
		mhughes@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

$197,170.68 or 38% of the contract price (East Central Neighborhood Council)

Summary (Background)

was underway and, therefore, the four block stormwater reroute needs to be constructed as a change order to that project. The cost of this work has been negotiated with the 1st Avenue contractor for $145,000. or 28%.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

BRIEFING PAPER

Public Works Committee

Engineering Services

August 24, 2015

Subject:
1st Avenue – Helena Street to Altamont Street Administrative Reserve Increase (2014118)

Background:
As part of the scope development of two CSO tanks (IO7 & CSO 34-1), it was discovered that by rerouting a four block section of stormwater piping on 1st Avenue, the City could save at least $250,000 by building a smaller IO7 tank (which is small and deep and therefore more expensive tank to construct) in exchange for a larger CSO 34-1 tank (which is a shallow, large tank and therefore has a lower cost per gallon).

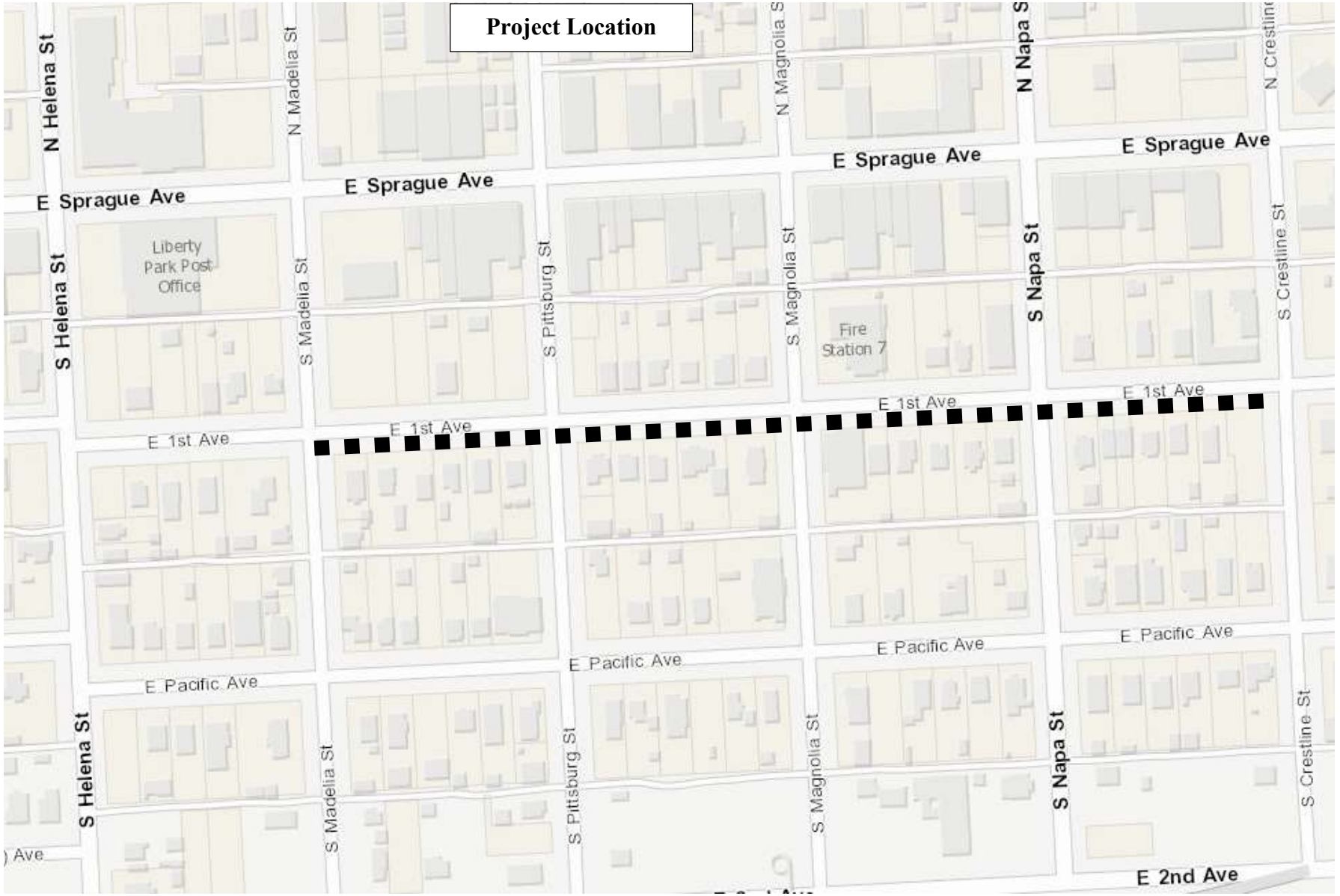
This scope development occurred while the 1st Avenue. grind and overlay project was underway and, therefore, the four block stormwater reroute needs to be constructed as a change order to that project. The cost of this work has been negotiated with the 1st Ave. contractor for $145,000.

Public Impact:
This stormwater piping would be constructed yet this fall and would result in local detours. Property owners fronting this property will be notified.

Action:
Information is provided for Council background. The proposed administrative reserve increase will be on the 8/24/15 council agenda.

Funding
This project is funded by CSO program funds.

For further information, please contact Kyle Twohig, Engineering Services, 625-6152 or ktwohig@spokanecity.org


Project Location
N Helena St
S Helena St
N Madelia St
S Madelia St
N Magnolia St
S Magnolia St
N Napa St
S Napa St
S Pittsburg St
N Crestline St
S Crestline St
E Sprague Ave
Liberty Park Post Office
Fire Station 7
E 1st Ave
E Pacific Ave
E 2nd Ave

Agenda Sheet for City Council Meeting of: 08/31/2015		**Date Rec'd**	8/19/2015
		Clerk's File #	PRO 2015-0012
		Renews #	
Submitting Dept	ENGINEERING SERVICES	**Cross Ref #**	
Contact Name/Phone	DAN BULLER 625-6391	**Project #**	2014119
Contact E-Mail	DBULLER@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	CR 15914
Agenda Item Name	0370 - ADMIN RESERVE INCREASE - MICHELS CORPORATION		

Agenda Wording

Authorization to increase the administrative reserve on the contract with Michels Corporation, for Cure in Place Pipe (CIPP) Sanitary Sewer Rehabilitation - for an increase of $190,000.00 for a total administrative reserve of $331,559.40 or 23.4% of

Summary (Background)

As briefed to Public Works Committee on August 10, 2015, in order to connect the proposed CSO 34-1 (to be constructed in 2017 and located at approximately Crestline Street & Riverside Avenue) to the interceptor at the intersection of Front Avenue & Erie Street, a new sewer main must be constructed. To reduce costs, a portion of this new connecting sewer main will be installed by lining a currently abandoned 24-inch sewer main with standard CIPP technology. Before that 24-inch main can be lined,

Fiscal Impact		**Budget Account**
Expense	**$** 190,000.00	**#** 4250 43416 94000 56501 10034
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	Public Works 8/24/15
Finance	SALSTROM, JOHN	**Distribution List**	
Legal	DALTON, PAT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	kbustos@spokanecity.org	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		jahensley@spokanecity.org	
		mhughes@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

the contract price. (East Central Neighborhood Council)

Summary (Background)

various repairs must be made and the abandoned pipe must be connected to the active sewer system. Groundwater is currently at very low levels meaning that if construction is done this summer/fall, significant groundwater pumping costs can be avoided. The sewer repairs have been added to the Erie Street project, scheduled for bid opening on August 24, 2015. Lining of this 24-inch main was negotiated as a change order with the currently under contract CIPP contractor, Michels Corp. The proposed work would be completed later this fall. The requested administrative reserve request is $190,000 or 13.4%.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

BRIEFING PAPER

Public Works Committee
Engineering Services
August 24, 2015

Subject:
Cure in Place Pipe (CIPP) 2014 Sanitary Sewer Rehabilitation Administrative Reserve Increase (2014119)

Background:
As briefed to Public Works Committee on 8-10-15, in order to connect the proposed CSO 34-1 (to be constructed in 2017 and located at approximately Crestline & Riverside) to the interceptor at the intersection of Front Avenue & Erie Street, a new sewer main must be constructed. To reduce costs, a portion of this new connecting sewer main will be installed by lining a currently abandoned 24 inch sewer main with standard CIPP technology. Before that 24 inch main can be lined, various repairs must be made and the abandoned pipe must be connected to the active sewer system. Groundwater is currently at very low levels meaning that if construction is done this summer/fall, significant groundwater pumping costs can be avoided.

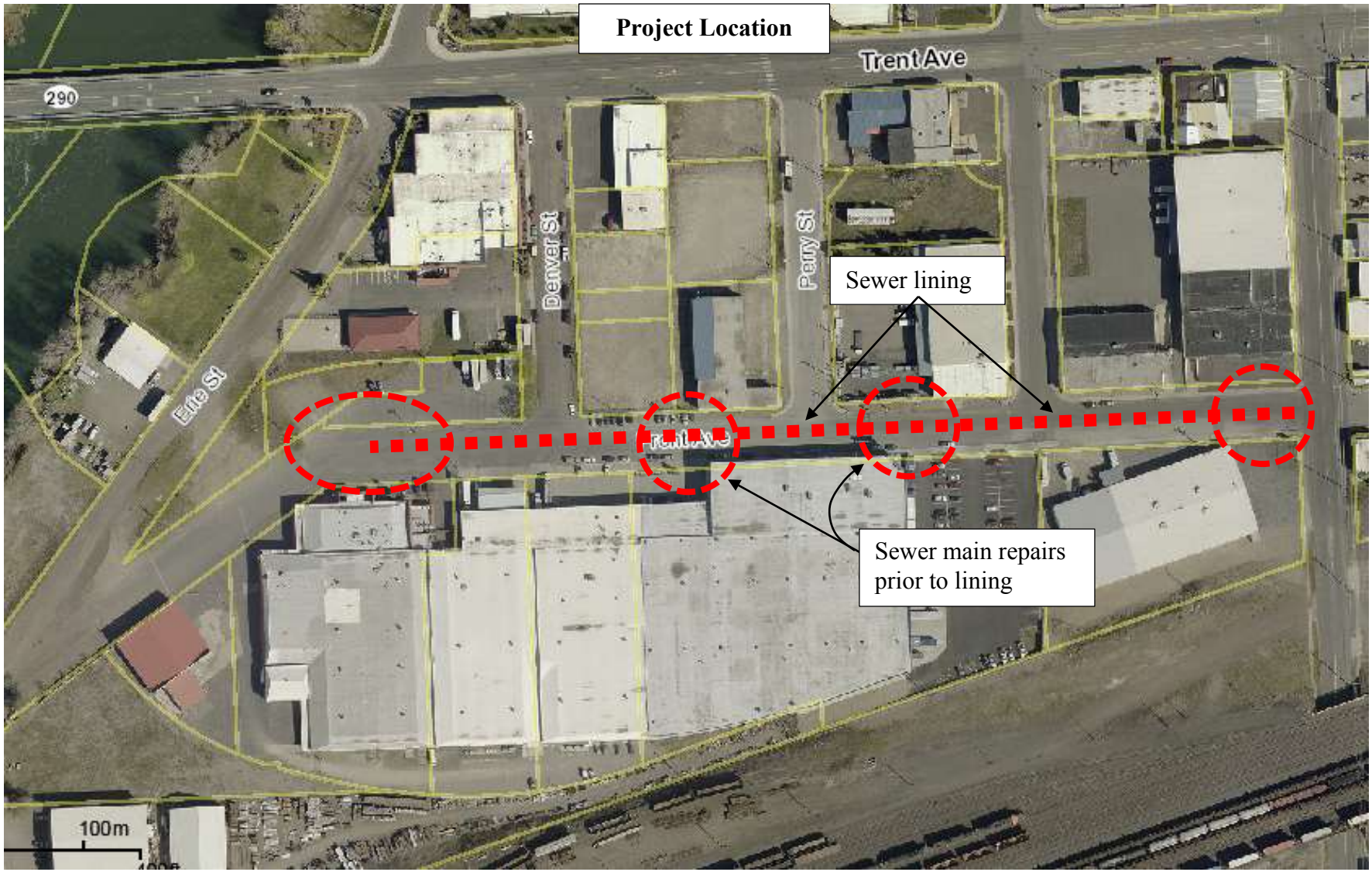
The sewer repairs have been added to the Erie St. project, scheduled for bid opening on 8-24-15. Lining of this 24 inch main has negotiated as a change order with the currently under contract CIPP contractor, Michels Corp. The proposed work would be completed later this fall. The requested administrative reserve request is $190,000, the approximate amount of the change order.

Public Impact:
The proposed sewer main lining would will impact traffic on Front Ave. for a period of 2-3 weeks. Area businesses are being notified of the project.

Action:
Information is provided for Council background. The proposed administrative reserve increase will be on the 8/24/15 council agenda.

Funding
This change order is paid with CSO program funds.

For further information, please contact Kyle Twohig, Engineering Services, 625-6152 or ktwohig@spokanecity.org


Project Location
Trent Ave
290
Denver St
Perry St
Sewer lining
Erie St
Trent Ave
Sewer main repairs
prior to lining
100m

Agenda Sheet for City Council Meeting of: 08/31/2015		Date Rec'd	8/19/2015
		Clerk's File #	PRO 2014-0032
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	KYLE TWOHIG 625-6152	Project #	2011085
Contact E-Mail	KTWOHIG@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 15915
Agenda Item Name	0370 - ADMIN RESERVE INCREASE - HALME CONSTRUCTION, INC.		

Agenda Wording

Authorization to increase the administrative reserve on the contract with Halme Construction, Inc., for CSO 33-2 Control Facility - for an increase of $775,000.00 for a total administrative reserve of $1,824,698.90 or 49.4% of the contract price.

Summary (Background)

Due to the differing site conditions, remaining contaminants on the site, and the need for Wastewater Management access to the CSO tank, options are limited for future use of the area. This site was identified as a location to add green space to the Sprague Avenue corridor, and we have a great opportunity to partner with a user group that will provide a positive presence in the area as well as take on the maintenance responsibilities for the new green space. Therefore, it will be necessary

Fiscal Impact		Budget Account
Expense	$ 775,000.00	# 4250 43416 94000 56501 10033
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 8/24/15
Finance	SALSTROM, JOHN	Distribution List	
Legal	DALTON, PAT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	kbustos@spokanecity.org	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		jahensley@spokanecity.org	
		mhughes@spokanecity.org	
		kgoodman@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

(East Central Neighborhood Council)

Summary (Background)

to increase the administrative reserve an additional $775,000.00 or 21%.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

BRIEFING PAPER

Public Works Committee
Engineering Services
August 24, 2015

Subject:
Surface improvements for CSO Basin 33-2 Control Facility (East Sprague) and needed Administrative Reserve Increase.

Background:

Construction is nearing completion for the CSO tank on Sprague Avenue, just west of the Hamilton overpass. In order to meet the necessary construction timeline for this project, it was bid without a surface design plan. It was anticipated that the site plan would be added via change order near the completion of the project. Under our Cleaner River Faster program and related integrated approach, we have committed to leaving these sites in a condition better than we found them.

Due to the differing site conditions, remaining contaminants on the site, and the need for Wastewater Management access to the CSO tank, options are limited for future use of the area. This site was identified as a location to add green space to the Sprague corridor, and we have a great opportunity to partner with a user group that will provide a positive presence in the area as well as take on the maintenance responsibilities for the new green space.

Much of the site will be landscaped as a green play field. We have worked with the Pride Prep Charter School to allow them to use the site for physical education classes, planting raised garden beds, and environmental education. A large swale is also necessary to treat the on-site water, and gives us an opportunity to pull additional storm water out of the CSO system from Sprague Ave.

The Department of Ecology has determined the need to cap the site to keep water from moving through the remaining contaminated soils. Due to this requirement, the site work will be more expensive than originally anticipated. The final condition will be safe for public use.

The total administrative reserve needed to complete the project is $775,000. The costs break down as follows:

- Additional soil removal for capping & facility dewatering system: $125,000
- Capping site (clay and asphalt areas) & stormwater management: $425,000
- Site landscaping and irrigation: $225,000
-

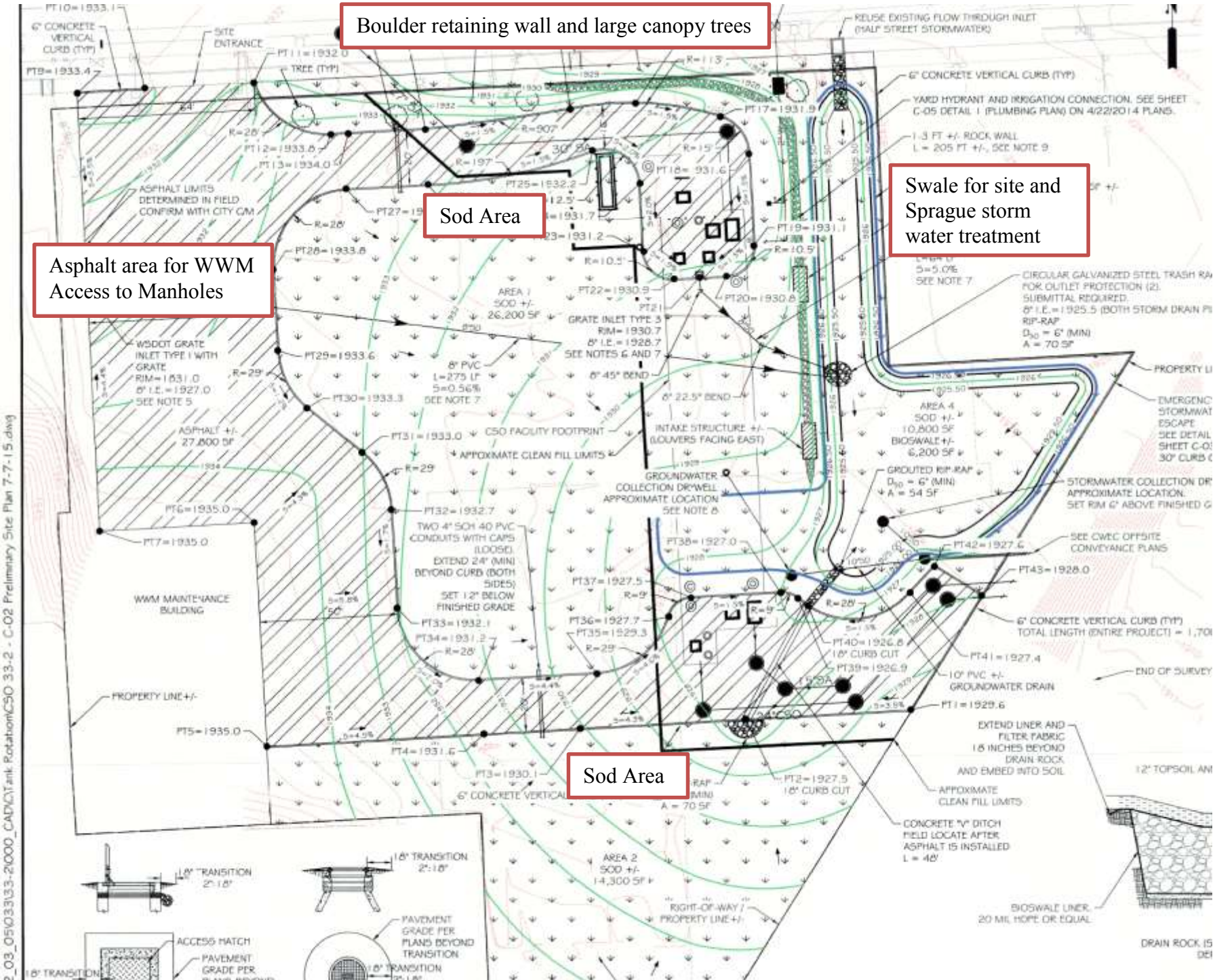
For further information, please contact Kyle Twohig, Engineering Services, 625-6152 or ktwohig@spokanecity.org

Public Impact:
The site improvements will add a developed green space in the East Sprague area that will treat storm water, protect the aquifer, and provide a safe field area for student use.

Action:
Information is provided for Council consideration. This item will be forwarded to City Council for approval on 8/31/15.

Funding
The additional work will be paid with utility funds. Integrated Capital Management is investigating additional grant opportunities to pay for the clean up efforts. Fortunately, we have experienced some savings on other CSO projects so these surface improvements still can be accommodated within the overall budget for CSO work.

For further information, please contact Kyle Twohig, Engineering Services, 625-6152 or ktwohig@spokanecity.org


Boulder retaining wall and large canopy trees
Swale for site and Sprague storm water treatment
Sod Area
Asphalt area for WWM Access to Manholes
Sod Area
REUSE EXISTING FLOW THROUGH INLET (HALF STREET STORMWATER)
6" CONCRETE VERTICAL CURB (TYP)
YARD HYDRANT AND IRRIGATION CONNECTION. SEE SHEET C-05 DETAIL 1 (PLUMBING PLAN) ON 4/22/2014 PLANS.
1.3 FT +/- ROCK WALL L = 205 FT +/-, SEE NOTE 9
ASPHALT LIMITS DETERMINED IN FIELD CONFIRM WITH CITY CM
AREA 1 SOD +/- 26,200 SF
GRATE INLET TYPE 3 RIM=1930.7 8" I.E.=1928.7 SEE NOTES 6 AND 7
WSDOT GRATE INLET TYPE 1 WITH GRATE RIM=1931.0 8" I.E.=1927.0 SEE NOTE 5
8" PVC L=275 LF S=0.56% SEE NOTE 7
8" 45° BEND
6" 22.5° BEND
ASPHALT +/- 27,800 SF
CSO FACILITY FOOTPRINT
INTAKE STRUCTURE +/- (LOUVERS FACING EAST)
APPROXIMATE CLEAN FILL LIMITS
GROUNDWATER COLLECTION DRYWELL APPROXIMATE LOCATION SEE NOTE 8
TWO 4" SCH 40 PVC CONDUITS WITH CAPS (LOOSE) EXTEND 24" (MIN) BEYOND CURB (BOTH SIDES) SET 12" BELOW FINISHED GRADE
WWM MAINTENANCE BUILDING
PROPERTY LINE+/-
AREA 4 SOD +/- 10,800 SF BIOSWALE +/- 6,200 SF
GROUTED RIP-RAP D50 = 6" (MIN) A = 54 SF
STORMWATER COLLECTION DR APPROXIMATE LOCATION. SET RIM 6" ABOVE FINISHED G
SEE CWEC OFFSITE CONVEYANCE PLANS
6" CONCRETE VERTICAL CURB (TYP) TOTAL LENGTH (ENTIRE PROJECT) = 1,70
10" PVC +/- GROUNDWATER DRAIN
END OF SURVEY
EXTEND LINER AND FILTER FABRIC 18 INCHES BEYOND DRAIN ROCK AND EMBED INTO SOIL
APPROXIMATE CLEAN FILL LIMITS
CONCRETE "V" DITCH FIELD LOCATE AFTER ASPHALT IS INSTALLED L = 48'
AREA 2 SOD +/- 14,300 SF
RIGHT-OF-WAY / PROPERTY LINE +/-
BIOSWALE LINER, 20 MIL HDPE OR EQUAL
DRAIN ROCK IS
ACCESS HATCH
PAVEMENT GRADE PER PLANS BEYOND TRANSITION
18" TRANSITION 2%:18"

Agenda Sheet for City Council Meeting of: 08/31/2015		Date Rec'd	8/19/2015
		Clerk's File #	OPR 2015-0748
		Renews #	
Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	DAVID STEELE 625-6064	Project #	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	Bid #	RFP 4118-15
Agenda Item Type	Contract Item	Requisition #	MASTER
Agenda Item Name	5900 - PERSONAL SERVICES AGREEMENT - COPE ACQUISITION SERVICES, LLC		

Agenda Wording

Personal Services Contract with Cope Acquisition Services, LLC, Spokane, WA for Real Estate Right-of-Way Acquisition and Relocation On-Call Services for an amount not to exceed $750,000.00. (Various Neighborhood Councils)

Summary (Background)

The Personal Services Contract for Real Estate Right-of-Way Acquisition and Relocation On-Call Services is for a term of three years with an option for two addition one year periods if funds are available. Funding for these contracts is directly tied to current projects and will be assigned on a project by project basis as individual task assignments. These projects are scoped and funded to include the cost of ROW acquisition and relocation services. These projects are typically time sensitive

Fiscal Impact		Budget Account
Expense	$ 750,000.00	# Various
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	LUKAS, ED	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 8/24/15
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	mhughes@spokanecity.org	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing	WAHL, CONNIE	jahensley@spokanecity.org	
		htrautman@spokanecity.org	
		dsteele@spokanecity.org	
		cwahl@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

and require consultants that are certified by WSDOT to complete this type of work. The completion of these contracts will allow the City to continue to move forward with a series of projects and meet required bidding and construction deadlines over the next three years.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

PERSONAL SERVICES CONTRACT

It is mutually agreed between **CITY OF SPOKANE, WASHINGTON (Local Agency Name)**, hereinafter referred to as the "Agency," and the undersigned, hereinafter referred to as the "Contractor," that:

1. The Contractor shall provide the services specified in Section 18 of this contract. The Contractor shall not be entitled to compensation for the services rendered under the terms of this contract unless and until the services are satisfactory to the Agency. Any dispute relating to the quality of acceptability of the services furnished; to the acceptable fulfillment and performance of the contract on the part of the Contractor; and/or compensation due the Contractor shall be decided by the Chief Right of Way Agent, Department of Transportation. All reports called for under the terms of this contract shall become the property of and shall be retained by the Agency.
2. The Agency shall have the right to cancel services under the terms of this contract by giving notice by certified mail to the Contractor, and shall be liable for services at the rates specified herein, less any prior interim payments only to the date of receipt of such notice by the Contractor. Upon payment of such sums, the Agency shall be discharged from all liability to the Contractor and this contract shall be terminated.
3. If, due to the Contractor's error or oversight, corrections to the services contracted for herein are necessary, the Contractor will make such corrections at no additional cost to the Agency and will submit such corrections to the Agency within (10) days of receipt of the Agency's request.
4. The services to be furnished under the terms of this contract shall be performed by the Contractor and the Contractor's bona fide employees, and shall not be delegated or subcontracted to any other person or firm.
5. The Contractor warrants that it has not employed or retained any company, firm, or person, other than a bona fide employee working exclusively for the Contractor, to solicit or secure this contract; and that it has not paid or agreed to pay to any company, person or firm, other that a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Agency shall have the right to annul this contract without liability.
6. During the performance of this contract, the Contractor, for itself, its assigns and successors in interest, agrees as follows:
   a. COMPLIANCE WITH LAWS AND REGULATIONS: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract. The Contractor shall comply with the State Law Against Discrimination, Chapter 49.60 RCW and any regulations adopted thereto.
   b. NONDISCRIMINATION: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of age, sex, marital status, race, creed, color, national origin, or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Chapter 49.60 RCW or by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
   c. SOLICITATION FOR SUBCONTRACTORS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the above grounds.
   d. INFORMATION AND REPORTS: The Contractor shall provide all information and reports required by the Regulations; or directives issued pursuant thereto, and shall permit access to its books, records, accounts, or other sources of information, and its facilities as may be determined by the **CITY OF SPOKANE, WASHINGTON (Local Agency Name)** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, directives, or laws. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the **CITY OF SPOKANE, WASHINGTON (Local Agency Name)**, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
   e. SANCTIONS FOR NONCOMPLIANCE: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the **CITY OF SPOKANE, WASHINGTON (Local Agency Name)** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
      (1) withholding of payments to the contract until the contractor complies, and/or
      (2) cancellation, termination or suspension of the contract, in whole or in part.

f. INCORPORATION OF PROVISIONS: The Contractor shall include the provisions of paragraphs a. through e. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the **CITY OF SPOKANE, WASHINGTON (Local Agency Name)** or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the **CITY OF SPOKANE, WASHINGTON (Local Agency Name)** to enter into such litigation to protect the interests of the **(City or County)**; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. The Contractor warrants that, if it is fully or partially employed by any public agency other than the Agency, its acceptance of this contract is with the consent of such agency; that the Contractor shall spend no time in the performance required in this contract during which time the Contractor would normally be employed and paid by such agency; and that the acceptance of this contract will not interfere with any obligations the Contractor may have to such agency.
8. The Contractor agrees to indemnify, defend and hold the **(City or County)** and its officers and employees harmless from and shall process and defend at its own expense all claims, demands or suits at law or equity arising out of this Agreement and/or the Contractor's and/or its subcontractor's performance or failure to perform any and all duties prescribed by the Agreement; provided that nothing herein shall require the Contractor to indemnify the **(City or County)** against and hold harmless the **(City or County)** from claims, demands or suits based solely upon the conduct of the State, its officers or employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Contractor's agents or employees and (b) the State, its agents, officers and employees, this indemnity provision with respect to claims or suits based upon such negligence shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of the Contractor's agents or employees.
9. The Contractor agrees that any duly authorized representative of the Agency or of the Federal Highway Administration in the official conduct of its business shall have access to and the right to examine any directly pertinent books, documents, papers, photographic negatives, and records of the Contractor involving the services provided under the terms of this contract at any time during normal business hours during the life of this contract and for three years after the date of the final payment under this contract.
10. The Agency is contracting for the Contractor's independent performance of the specified services. Should the Agency employ another contractor to perform the same services, the Contractor shall not discuss or otherwise exchange information with such other contractor.
11. The Contractor will not commence work under this contract, or any revision thereto, until a commencement date is provided in writing by the Agency. Billings for services performed prior to the said commencement date will not be honored.
12. In the performance of the services under this contract, the Contractor shall comply with all applicable Agency regulations, State and Federal laws, regulations and procedures.
13. The Contractor shall remove any employee from assignment to perform services under this contract immediately upon receipt of written request to do so from **CITY OF SPOKANE, WASHINGTON (Local Agency Name)**.
14. The Contractor shall comply with the Federal Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder; and shall save the Agency free, clear and harmless from all actions, claims, demands and expenses arising out of said Act and any rules and regulations that are or may be promulgated in connection therewith.
15. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or any other form of taxes, fees, licenses, excises, or payments required by any Federal or State legislation which are now or which may be enacted during the term of this contract as to all the Contractor's employees, and as to all the duties, activities, and requirements of the Contractor in the performance of this contract.
16. Upon completion or termination of this contract, the Contractor shall turn over all documents, records, and file materials to the Agency.
17. The services required under this contract are in connection with the following project:

    Project No. VARIOUS Title: REAL ESTATE RIGHT OF WAY ACQUISITION AND RELOCATION ON-CALL SERVICES

    Federal Aid No. VARIOUS

18. The Contractor shall provide the following described services under the terms of this contract: REAL ESTATE RIGHT OF WAY ACQUISITION AND RELOCATION ON-CALL SERVICES

19. The Contractor shall be paid at the rate of **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 dollars ($750,000.00)** for all services and expenses under this contract.

    Such payment shall include all the contractor's expenses in the performance of this contract unless otherwise specified in Section 25. The Contractor's invoice shall include: the project title, a description of the services rendered, the number of days or partial days allocable to each parcel, and the dates worked.

20. The project for which the services of the contractor are required may involve litigation of claims against or brought by the **(City or County)**. All work performed by the Contractor is strictly confidential. No disclosure of the work performed by the Contractor shall be permitted without the prior express consent of the Agency. The services to be performed under this contract do not include services as an expert witness; in the event of the commencement of litigation, services as an expert witness will be the subject of a separate agreement.
21. The contractor shall satisfactorily complete the services contracted for herein on or before **August 6, 2018**. On said date this contract shall terminate. Billings for services performed after the said termination date will not be honored.
22. Revisions to this contract may be made only by the mutual agreement of both parties to this contract to execute a Contract Revision.
23. To assist the contractor in fulfilling the terms of this contract, the Agency will furnish the following:
24. The **CITY (DAVE STEELE)** will supervise the performance of this contract and is the Contractor's contact with the Agency in all matters pertaining to this contract.
25. Special provisions:

26. This personal Service Contract is hereby tendered and the terms and obligations hereof shall not become binding on **CITY OF SPOKANE, WASHINGTON (Local Agency Name)** unless and until accepted and approved hereon in writing by the **CITY OF SPOKANE, WASHINGTON (Local Agency Name).**

Dated this _____ day of _____, 20___

CONTRACTOR

COPE ACQUSITION SERVICES LLC
Name

411 South Napa Street, Spokane, WA 99203
Address

509-220-4155
Telephone

27-4386489
Social Security Number or Federal Tax Identification Number

By:_____

Title:_____

Contract No._____

Accepted and Approved:

CITY OF SPOKANE, WASHINGTON (Local Agency Name)

By:_____

Title:_____

Date:_____

Attest:

_____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

BRIEFING PAPER

Department of Asset Management

Monday, August 24, 2015

Subject:

The assignment of two master contracts for right-of-way (ROW) acquisition and relocation services. With services to be provided on an "as needed / on-call" project basis over the next three years with an option for two additional one year periods if funds are available.

Background:

The City of Spokane often has need of right-of-way acquisition and or relocation services. Typically, these services are needed on a project by project basis and are related to partially federally funded projects such as street safety projects, capacity improvement projects, upcoming stormwater projects, etc.

Impact:

This will authorize two contracts over the next three years with two additional one year extension authorized.

1. Epic Land Solutions, Inc. -------- $750,000
2. Cope Acquisition Services ------ $750,000

Funding for these contracts is directly tied to current projects and will be assigned on a project by project basis as individual task assignments. These projects are scoped and funded to include the cost of ROW acquisition and relocation services. These projects are typically time sensitive and require consultants that are certified by WSDOT to complete this type of work. The completion of these contracts will allow the City to continue to move forward with a series of projects and meet required bidding and construction deadlines over the next three years.

Action:

Approval of two master contracts for Right of Way services.

For further information on this subject contact David Steele, Asset Management, 625-6064.

Agenda Sheet for City Council Meeting of: 08/31/2015		Date Rec'd	8/19/2015
		Clerk's File #	OPR 2015-0749
		Renews #	
Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	DAVID STEELE 625-6064	Project #	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	Bid #	RFP 4118-15
Agenda Item Type	Contract Item	Requisition #	MASTER
Agenda Item Name	5900 - PERSONAL SERVICES CONTRACT - EPIC LAND SOLUTIONS, INC.		

Agenda Wording

Personal Services Contract with Epic Land Solutions, Inc., Spokane, WA for Real Estate Right-of-Way Acquisition and Relocation On-Call Services for an amount not to exceed $750,000.00. (Various Neighborhood Councils)

Summary (Background)

The Personal Services Contract for Real Estate Right-of-Way Acquisition and Relocation On-Call Services is for a term of three years with an option for two addition one year periods if funds are available. Funding for these contracts is directly tied to current projects and will be assigned on a project by project basis as individual task assignments. These projects are scoped and funded to include the cost of ROW acquisition and relocation services. These projects are typically time sensitive

Fiscal Impact		Budget Account
Expense	$ 750,000.00	# Various
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	LUKAS, ED	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 8/24/15
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	dsteele@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing	WAHL, CONNIE	jsalstrom@spokanecity.org	
		jahensley@spokanecity.org	
		htrautman@spokanecity.org	
		cwahl@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

and require consultants that are certified by WSDOT to complete this type of work. The completion of these contracts will allow the City to continue to move forward with a series of projects and meet required bidding and construction deadlines over the next three years.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

PERSONAL SERVICES CONTRACT

It is mutually agreed between **CITY OF SPOKANE, WASHINGTON (Local Agency Name)**, hereinafter referred to as the "Agency," and the undersigned, hereinafter referred to as the "Contractor," that:

1. The Contractor shall provide the services specified in Section 18 of this contract. The Contractor shall not be entitled to compensation for the services rendered under the terms of this contract unless and until the services are satisfactory to the Agency. Any dispute relating to the quality of acceptability of the services furnished; to the acceptable fulfillment and performance of the contract on the part of the Contractor; and/or compensation due the Contractor shall be decided by the Chief Right of Way Agent, Department of Transportation. All reports called for under the terms of this contract shall become the property of and shall be retained by the Agency.
2. The Agency shall have the right to cancel services under the terms of this contract by giving notice by certified mail to the Contractor, and shall be liable for services at the rates specified herein, less any prior interim payments only to the date of receipt of such notice by the Contractor. Upon payment of such sums, the Agency shall be discharged from all liability to the Contractor and this contract shall be terminated.
3. If, due to the Contractor's error or oversight, corrections to the services contracted for herein are necessary, the Contractor will make such corrections at no additional cost to the Agency and will submit such corrections to the Agency within (10) days of receipt of the Agency's request.
4. The services to be furnished under the terms of this contract shall be performed by the Contractor and the Contractor's bona fide employees, and shall not be delegated or subcontracted to any other person or firm.
5. The Contractor warrants that it has not employed or retained any company, firm, or person, other than a bona fide employee working exclusively for the Contractor, to solicit or secure this contract; and that it has not paid or agreed to pay to any company, person or firm, other that a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Agency shall have the right to annul this contract without liability.
6. During the performance of this contract, the Contractor, for itself, its assigns and successors in interest, agrees as follows:
   a. COMPLIANCE WITH LAWS AND REGULATIONS: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract. The Contractor shall comply with the State Law Against Discrimination, Chapter 49.60 RCW and any regulations adopted thereto.
   b. NONDISCRIMINATION: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of age, sex, marital status, race, creed, color, national origin, or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Chapter 49.60 RCW or by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
   c. SOLICITATION FOR SUBCONTRACTORS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the above grounds.
   d. INFORMATION AND REPORTS: The Contractor shall provide all information and reports required by the Regulations; or directives issued pursuant thereto, and shall permit access to its books, records, accounts, or other sources of information, and its facilities as may be determined by the **CITY OF SPOKANE, WASHINGTON (Local Agency Name)** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, directives, or laws. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the **CITY OF SPOKANE, WASHINGTON (Local Agency Name)**, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
   e. SANCTIONS FOR NONCOMPLIANCE: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the **CITY OF SPOKANE, WASHINGTON (Local Agency Name)** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
      (1) withholding of payments to the contract until the contractor complies, and/or
      (2) cancellation, termination or suspension of the contract, in whole or in part.

f. INCORPORATION OF PROVISIONS: The Contractor shall include the provisions of paragraphs a. through e. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the **CITY OF SPOKANE, WASHINGTON (Local Agency Name)** or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the **CITY OF SPOKANE, WASHINGTON (Local Agency Name)** to enter into such litigation to protect the interests of the **(City or County)**; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. The Contractor warrants that, if it is fully or partially employed by any public agency other than the Agency, its acceptance of this contract is with the consent of such agency; that the Contractor shall spend no time in the performance required in this contract during which time the Contractor would normally be employed and paid by such agency; and that the acceptance of this contract will not interfere with any obligations the Contractor may have to such agency.
8. The Contractor agrees to indemnify, defend and hold the **(City or County)** and its officers and employees harmless from and shall process and defend at its own expense all claims, demands or suits at law or equity arising out of this Agreement and/or the Contractor's and/or its subcontractor's performance or failure to perform any and all duties prescribed by the Agreement; provided that nothing herein shall require the Contractor to indemnify the **(City or County)** against and hold harmless the **(City or County)** from claims, demands or suits based solely upon the conduct of the State, its officers or employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Contractor's agents or employees and (b) the State, its agents, officers and employees, this indemnity provision with respect to claims or suits based upon such negligence shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of the Contractor's agents or employees.
9. The Contractor agrees that any duly authorized representative of the Agency or of the Federal Highway Administration in the official conduct of its business shall have access to and the right to examine any directly pertinent books, documents, papers, photographic negatives, and records of the Contractor involving the services provided under the terms of this contract at any time during normal business hours during the life of this contract and for three years after the date of the final payment under this contract.
10. The Agency is contracting for the Contractor's independent performance of the specified services. Should the Agency employ another contractor to perform the same services, the Contractor shall not discuss or otherwise exchange information with such other contractor.
11. The Contractor will not commence work under this contract, or any revision thereto, until a commencement date is provided in writing by the Agency. Billings for services performed prior to the said commencement date will not be honored.
12. In the performance of the services under this contract, the Contractor shall comply with all applicable Agency regulations, State and Federal laws, regulations and procedures.
13. The Contractor shall remove any employee from assignment to perform services under this contract immediately upon receipt of written request to do so from **CITY OF SPOKANE, WASHINGTON (Local Agency Name)**.
14. The Contractor shall comply with the Federal Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder; and shall save the Agency free, clear and harmless from all actions, claims, demands and expenses arising out of said Act and any rules and regulations that are or may be promulgated in connection therewith.
15. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or any other form of taxes, fees, licenses, excises, or payments required by any Federal or State legislation which are now or which may be enacted during the term of this contract as to all the Contractor's employees, and as to all the duties, activities, and requirements of the Contractor in the performance of this contract.
16. Upon completion or termination of this contract, the Contractor shall turn over all documents, records, and file materials to the Agency.
17. The services required under this contract are in connection with the following project:

    Project No. VARIOUS Title REAL ESTATE RIGHT OF WAY ACQUISITION AND RELOCATION ON-CALL SERVICES

    Federal Aid No. VARIOUS

18. The Contractor shall provide the following described services under the terms of this contract: REAL ESTATE RIGHT OF WAY ACQUISITION AND RELOCATION ON-CALL SERVICES

19. The Contractor shall be paid at the rate of **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 dollars ($750,000.00)** for all services and expenses under this contract.

    Such payment shall include all the contractor's expenses in the performance of this contract unless otherwise specified in Section 25. The Contractor's invoice shall include: the project title, a description of the services rendered, the number of days or partial days allocable to each parcel, and the dates worked.

20. The project for which the services of the contractor are required may involve litigation of claims against or brought by the **(City or County)**. All work performed by the Contractor is strictly confidential. No disclosure of the work performed by the Contractor shall be permitted without the prior express consent of the Agency. The services to be performed under this contract do not include services as an expert witness; in the event of the commencement of litigation, services as an expert witness will be the subject of a separate agreement.
21. The contractor shall satisfactorily complete the services contracted for herein on or before **August 6, 2018**. On said date this contract shall terminate. Billings for services performed after the said termination date will not be honored.
22. Revisions to this contract may be made only by the mutual agreement of both parties to this contract to execute a Contract Revision.
23. To assist the contractor in fulfilling the terms of this contract, the Agency will furnish the following:
24. The **CITY (DAVE STEELE)** will supervise the performance of this contract and is the Contractor's contact with the Agency in all matters pertaining to this contract.
25. Special provisions:
26. This personal Service Contract is hereby tendered and the terms and obligations hereof shall not become binding on **CITY OF SPOKANE, WASHINGTON (Local Agency Name)** unless and until accepted and approved hereon in writing by the **CITY OF SPOKANE, WASHINGTON (Local Agency Name).**

Dated this _____ day of _____, 20___

CONTRACTOR
EPIC LAND SOLUTIONS, INC
Name
111 West North River Drive, Suite 201

Spokane, Washington 99201
Address
509-724-2794
Telephone

_____
Social Security Number or Federal Tax Identification Number

By:_____

Title:_____

Contract No._____

Accepted and Approved:
CITY OF SPOKANE, WASHINTON (Local Agency Name)

By:_____

Title:_____

Date:_____

Attest:

_____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

BRIEFING PAPER

Department of Asset Management

Monday, August 24, 2015

Subject:

The assignment of two master contracts for right-of-way (ROW) acquisition and relocation services. With services to be provided on an "as needed / on-call" project basis over the next three years with an option for two additional one year periods if funds are available.

Background:

The City of Spokane often has need of right-of-way acquisition and or relocation services. Typically, these services are needed on a project by project basis and are related to partially federally funded projects such as street safety projects, capacity improvement projects, upcoming stormwater projects, etc.

Impact:

This will authorize two contracts over the next three years with two additional one year extension authorized.

1. Epic Land Solutions, Inc. -------- $750,000
2. Cope Acquisition Services ------ $750,000

Funding for these contracts is directly tied to current projects and will be assigned on a project by project basis as individual task assignments. These projects are scoped and funded to include the cost of ROW acquisition and relocation services. These projects are typically time sensitive and require consultants that are certified by WSDOT to complete this type of work. The completion of these contracts will allow the City to continue to move forward with a series of projects and meet required bidding and construction deadlines over the next three years.

Action:

Approval of two master contracts for Right of Way services.

For further information on this subject contact David Steele, Asset Management, 625-6064.

Agenda Sheet for City Council Meeting of: 08/31/2015		Date Rec'd	8/19/2015
		Clerk's File #	OPR 2015-0750
		Renews #	
Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	DAVID STEELE 625-6064	Project #	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	5900 - PURCHASE & SALES AGREEMENT - 402 NORTH LEE STREET		

Agenda Wording

Purchase & Sale Agreement with SCAFCO Industries related to city owned property located at 402 North Lee Street.

Summary (Background)

In 2007 the City Wastewater Department acquired the former Playfair property as an alternative site for wastewater treatment. As it became apparent that the property was not going to be needed, the entire property was declared surplus and a significant portion was sold to SCAFCO. SCAFCO has since developed the property and has approached the City with interest in the remaining portion. The City has agreed to sell the remaining unused property to SCAFCO while retaining the existing wastewater

Fiscal Impact		Budget Account
Revenue	$ 300,292.00	# 4320 43200 35079 39510
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	LUKAS, ED	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 8/24/15
Finance	SALSTROM, JOHN	Distribution List	
Legal	RICHMAN, JAMES	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	jahensley@spokanecity.org	
Additional Approvals		dsteele@spokanecity.org	
Purchasing		jsalstrom@spokanecity.org	
		mhughes@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

decant facility. The City has agreed to sell approximately 10.1 acres to SCAFCO with only 6.7 acres being suitable for development and is valued at $764,042. Of the difference, 1.33 acres will be utilized to build a new public street and 2.1 acres will be dedicated as a natural stormwater area. SCAFCO has agreed to complete a variety of improvements for the public benefit for which the city has agreed to a discount of $463,750. This will result in $300,292 being the final purchase price.

Summary (Background)

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Clerk No. OPR 2015-0750

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into as of _____, 2015 (the "Effective Date"), by and between the CITY OF SPOKANE, a Washington municipal corporation ("Seller"), and Playfair Commerce Park, LLC, a Washington State limited liability company ("Buyer"), jointly referred to as "Parties".

Whereas, the Parties are desirous of entering into an agreement whereby the Buyer, as the owner of contiguous property to the east, will purchase property owned by the Seller, consistent with this Agreement.

NOW, THEREFORE, in consideration of the respective agreements set forth below and for valuable consideration, the receipt and sufficiency of which is acknowledged, Seller and Buyer agree as follows:

1. Sale of Property. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth in this Agreement, a portion of the real property consisting of approximately 10.1 acres, situated north of the Main Avenue and Altamont Street intersection, in the City and County of Spokane, State of Washington, and legally described in Exhibit "A" hereto, together with all of Seller's right, title and interest in and to any rights, licenses, privileges, reversions and easements pertinent to the real property, including, without limitation, all minerals, oils, gas and other hydrocarbon substances on and under the real property as well as all development rights, air rights, water rights, water and water stock relating to the real property and any other easements, rights of way or appurtenances used in connection with the beneficial use and enjoyment of the real property (collectively, the "Property").

1.1 Parcel Segregation. Seller is retaining a portion of the Property which part is not included in this transaction. On or prior to the Closing Date, Seller shall cause a boundary line adjustment or other land division to be completed so that the portion of the Property to be conveyed to Buyer hereunder and the portion thereof to be retained by Seller are each separate parcels.

2. Earnest Money. Upon execution of this Agreement by both Seller and Buyer, Buyer shall deliver to First American Title Insurance Company in Spokane, Washington ("Title Company"), as escrow agent for the closing of this transaction, TWENTY FIVE THOUSAND and 00/100 Dollars ($25,000.00), to be paid or delivered as earnest money (the "Earnest Money") in part payment for the Purchase Price of the Property. The Title Company will hold the Earnest Money for the benefit of the Parties pursuant to the terms of this Agreement. Interest will accrue on the Earnest Money for the benefit of Buyer; provided, however, that if Buyer forfeits the Earnest

Money to Seller pursuant to the terms of this Agreement, then all interest accrued on the Earnest Money will be paid to Seller.

3. Purchase Price. The total purchase price for the Property (the "Purchase Price") will be Seven Hundred Sixty Four Thousand Forty Two and 00/100 DOLLARS ($764,042.00), of which the Earnest Money is a part. The Purchase Price, including the Earnest Money, will be paid to Seller in cash through escrow at closing.

4. This Section Intentionally Omitted.

5. ALTA Survey. Buyer has provided to Seller an ALTA survey by a registered surveyor which includes the parcel being purchased by Buyer as well as the parcel being retained by Seller. Seller, through the closing process of this transaction, shall reimburse Buyer for the cost of said survey.

6. Title to the Property.

6.1 Conveyance. At closing Seller shall convey to Buyer fee simple title to the Property by a duly executed and acknowledged statutory warranty deed (the "Deed"), free and clear of all defects and encumbrances and subject only to those exceptions that Buyer approves pursuant to Section 6.2 below and further subject to the covenants and easements reserved in the Deed as referenced in Section 9.1.1 below (the "Permitted Exceptions").

6.2 Preliminary Commitment. Buyer shall order a preliminary commitment for an owner's standard coverage policy of title insurance (or, at Buyer's election, an owner's extended coverage policy of title insurance) in the amount of the Purchase Price to be issued by the Title Company and accompanied by copies of all documents referred to in the commitment (the "Preliminary Commitment"). Buyer shall advise Seller by written notice of the exceptions to title, if any, that are disapproved by Buyer ("Disapproved Exceptions") within fifteen (15) business days of receipt of the Preliminary Commitment and legible copies of all exceptions to title shown in the Preliminary Commitment. All monetary encumbrances other than non-delinquent ad valorem property taxes will be deemed to be disapproved. Seller will have ten (10) days after receipt of Buyer's notice to give Buyer notice that (i) Seller will remove Disapproved Exceptions or (ii) Seller elects not to remove Disapproved Exceptions. If Seller fails to give Buyer notice before the expiration of the ten (10) day period, Seller will be deemed to have elected not to remove Disapproved Exceptions. Notwithstanding anything to the contrary in this Agreement, Seller shall remove from title on or before the Closing Date all monetary encumbrances other than those approved by Buyer.

If Seller elects not to remove any nonmonetary Disapproved Exemptions, Buyer will have until the expiration of the Feasibility Study Period to notify Seller of Buyer's election either to proceed with the purchase and take the Property subject to those exceptions, or to terminate this Agreement. If Seller gives notice that it will cause one or more nonmonetary exceptions to be removed but fails to remove any of them from title on or before the Closing Date, Buyer will have the right to either (i) elect to terminate this Agreement by written notice to Seller or (ii) proceed with the purchase, with an abatement of the Purchase Price equal to the actual cost of removing from title those exceptions not approved by Buyer, and to take the Property subject to

those exceptions. If Buyer elects to terminate this Agreement under this Section 6.2, the escrow will be terminated, the Earnest Money shall be returned immediately to Buyer, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement except as otherwise provided in this Agreement. If this Agreement is terminated through no fault of Seller, then Seller and Buyer shall share equally any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment.

6.3 Title Policy. Seller shall cause Title Company to issue to Buyer at closing a standard coverage owner's policy of title insurance insuring Buyer's title to the Property in the full amount of the Purchase Price subject only to the Permitted Exceptions (the "Title Policy"). The Title Policy must be dated as of the Closing Date.

7. Conditions to Closing.

7.1 Due Diligence Materials. Seller shall provide to Buyer, or make available to Buyer for inspection, as soon as possible (but in any event no later than ten (10) days after the Effective Date) all materials relating to the Property specified in this Section 7.1 that exist and that are in Seller's actual possession or that Seller knows exist and to which Seller has access (collectively, the "Due Diligence Materials"). If Seller thereafter discovers any additional items that should have been included among the due diligence materials, Seller shall promptly deliver them to Buyer. Due Diligence Materials will include:

7.1.1 copies of any existing and proposed easements, covenants, restrictions, agreements or other documents that, to Seller's knowledge, affect title to the Property and that are not disclosed by the Preliminary Commitment;

7.1.2 all surveys, plats or plans relating to the Property;

7.1.3 all leases for the Property, or any portion thereof, if any, which remain in effect;

7.1.4 all existing service contracts pertaining to items such as janitorial, trash removal, maintenance, snow removal, laundry service, extermination and similar services, if any;

7.1.5 all labor contracts affecting the Property, if any;

7.1.6 all warranties and guarantees affecting any portion of the Property;

7.1.7 notice of any existing or threatened litigation affecting or relating to the Property and copies of any pleadings with respect to that litigation;

7.1.8 (i) all governmental permits and approvals obtained or held by Seller and relating to (A) the construction, operation, use or occupancy of any part of the Property or (B) zoning, land-use, subdivision, environmental, building and

construction laws and regulations restricting, regulating or otherwise affecting the use, occupancy or enjoyment of the Property (collectively, "Permits") and (ii) any notices of violation of any Permits, or of any of the laws and regulations described in this Section 7.1.8; and

7.1.9 (i) all environmental assessment reports with respect to the Property that were performed or that are being performed by or for Seller and remain in the possession of or reasonably available to Seller, (ii) any raw data that relates to the environmental condition of the Property, (iii) any governmental correspondence, orders, requests for information or action and other legal documents that relate to the presence of Hazardous Material (as defined in Section 13 below) on, in or under the Property, and (iv) any other information material to the environmental condition or potential contamination of the Property.

7.2 Feasibility Study.

7.2.1 Twenty-One Day Period. During the period ending on the date which is twenty-one (21) days following the later of: (i) the Effective Date; or (ii) the Spokane City Council's approval of sale (the "Feasibility Study Period"), Buyer shall conduct a review with respect to the Property and satisfy itself with respect to the condition of and other matters related to the Property and its suitability for Buyer's intended use (the "Feasibility Study").

The Feasibility Study may include all inspections and studies Buyer deems necessary or desirable, in its sole discretion. Buyer and Buyer's agents, representatives, consultants, architects and engineers will have the right, from time to time, during the Feasibility Study Period to enter onto the Property and make borings, drive test piles and conduct any other test and studies that may be necessary or desirable to ascertain the condition and suitability of the Property for Buyer's intended use. Such tests and inspections are to be performed in a manner not disruptive to tenants or to the operation of the Property. Buyer shall protect, defend and indemnify Seller from and against any construction or other liens or encumbrances arising out of or in connection with its exercise of this right of entry and shall cause any such liens or encumbrances to be promptly released.

7.2.2 Termination of Agreement. Buyer will have the right to terminate this Agreement if, in Buyer's good faith judgment, the Property is not suitable for Buyer's intended use or does not meet Buyer's intended investment objectives. Buyer's right to terminate must be exercised by delivering written notice of its election to Seller on or before the expiration of the Feasibility Study. In the event Buyer does not complete the purchase, Buyer shall return the Property as near as is practicable to its original condition. If Buyer terminates this Agreement pursuant to this Section 7.2.2, the Earnest Money will be immediately returned to Buyer, this Agreement will terminate, and Seller and Buyer will be released from all further obligation or liability hereunder, except as otherwise specified by this Agreement and except for Buyer's obligations to indemnify Seller under Sections

7.2.1 and 7.2.4 hereof. Notwithstanding the foregoing provisions, if Buyer does not elect to terminate this Agreement during the initial twenty-one day Feasibility Study Period, the entire Earnest Money deposit paid pursuant to Section 2 hereof and all accrued interest thereon shall become non-refundable; provided, all such amounts shall be applied against the Purchase Price at closing.

7.2.3 Confidentiality of studies and reports. Prior to closing of the purchase of the Property, Buyer will not distribute or divulge the information or materials it and its agents and consultants may generate in connection with the Feasibility Study to other persons except as may be required by law or as may be necessary or desirable in connection with Buyer's evaluation of the Property and its suitability; provided, that during this time period no information or materials concerning wetlands or environmental matters will be divulged to any governmental entity without Seller's written consent, unless required by law. If Buyer elects not to purchase the Property, Buyer agrees that, except as may be required by law, it will not further divulge or further distribute the information and materials except with Seller's consent.

Notwithstanding the foregoing, if Buyer elects not to purchase the Property, and if Seller requests copies of the written reports and studies prepared for Buyer in connection with its Feasibility Study, then upon Seller reimbursing Buyer for Buyer's actual costs incurred in obtaining such written reports and studies, Buyer shall deliver to Seller copies of the final reports and studies. Buyer will, in that event, cooperate reasonably with Seller to coordinate Seller's communications with the consultants, provided Buyer will not be obligated to bear any costs or expend more than a reasonable period of time in doing so.

7.2.4 Buyer's indemnification. Buyer agrees to assume all liability for and to defend, indemnify and save Seller harmless from all liability and expense (including reasonable attorneys' fees) in connection with all claims, suits and actions of every name, kind and description brought against Seller or its agents or employees by any person or entity as a result of or on account of injuries or damages to person, entities and/or property received or sustained, arising out of, in connection with or as a result of the acts or omissions of Buyer or its agents or employees in exercising its rights under the right of entry granted in this Section 7, except for claims caused by Seller's negligence.

7.3 Buyer's contingencies. Buyer's obligation to purchase the Property is expressly contingent upon the following:

7.3.1 Feasibility Study. Buyer's approval, prior to expiration of the Feasibility Study Period, of the suitability of the Property as a result of the Feasibility Study;

7.3.2 Title Policy. Buyer's receipt of Title Company's firm commitment to issue, upon closing, the Title Policy as described in Section 6.3;

7.3.3 Seller's compliance. Seller's timely performance of all of its obligations under this Agreement; provided, Seller will be given notice of any failure on its part to perform obligations pursuant to Seller's warranties made in Section 12 below and those obligations required of it during the Feasibility Study Period, and will have a period of time that is reasonable under the circumstance to cure its nonperformance; and

7.3.4 Form of Deed/and Access Easement. The Parties agreeing upon the form and content of the Warranty Deed as provided in Exhibit B.

The foregoing conditions contained in this Section 7.3 are collectively referred to in this Agreement as "Buyer's Contingencies". The Parties shall diligently attempt to timely satisfy all of the Buyer's Contingencies.

7.4 Satisfaction/waiver of Buyer's Contingencies. Buyer's Contingencies are solely for the benefit of Buyer. The Parties shall diligently attempt to timely satisfy all of the Buyer's Contingencies. If any of Buyer's Contingencies are not timely satisfied, Buyer will have the right at its sole election either to waive any of them in writing and proceed with the purchase or to terminate this Agreement. If Buyer elects to terminate this Agreement, the escrow will be terminated, the Earnest Money must immediately be returned to Buyer (except as provided in Section 7.2.2), all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement, and except that each party shall pay one-half (1/2) of the cost of terminating the escrow.

7.5 Seller's Condition to Closing. Seller's obligation to close is contingent upon City Council approval of sale.

8. Closing Date. This transaction will be closed in escrow by the Title Company acting as escrow agent ("Escrow Agent"). The closing will be held at the offices of the Title Company on or before that date (the "Closing Date") which is fifteen (15) days after the end of the Feasibility Study Period. The Parties anticipate the Closing Date will be on or before August 18, 2015, and in any event the Closing Date shall be no later than 5:00 p.m. Pacific Time, on August 25, 2015. If closing does not occur on or before August 25, 2015, or any later date mutually agreed to in writing by Seller and Buyer, Escrow Agent will immediately terminate the escrow, forward the Earnest Money to the party entitled to receive it as provided in this Agreement, and return all documents to the party that deposited them.

9. Closing.

9.1 Seller's Escrow Deposits. On or before the Closing Date, Seller shall deposit into escrow the following:

9.1.1 the duly executed and acknowledged Deed in substantial form and content as set forth in Exhibit "B" hereto, reserving to the Seller easements for public right of way, as set forth in Exhibit "B";

9.1.2 a duly executed and acknowledged Real Estate Tax Affidavit; and

9.1.3 any other documents, instruments, records, correspondence and agreements called for hereunder that have not previously been delivered.

9.2 Buyer's Escrow Deposits. On or before the Closing Date, Buyer shall deposit into escrow the following:

9.2.1 cash in an amount sufficient to pay the Purchase Price and Buyer's share of closing costs;

9.2.2 a duly executed and completed Real Estate Excise Tax Affidavit; and

9.2.3 any other documents or instruments Buyer is obligated to provide pursuant to this Agreement (if any) in order to close this transaction.

9.3 Additional Instruments and Documentation. Seller and Buyer shall each deposit any other instruments and documents that are reasonably required by Escrow Agent or otherwise required to close the escrow and consummate the purchase and sale of the Property in accordance with this Agreement.

9.4 Closing Costs.

9.4.1 Seller's Costs. Seller shall pay the premium for a standard coverage owner's policy of title insurance in the full amount of the Purchase Price and one-half of Title Company's escrow fee. It is understood between the Parties that pursuant to WAC 458-61-420(c) this sale will be exempt from the Washington State real estate excise tax, and Buyer agrees to cooperate with Seller in executing such documents as are required to qualify Seller for such exemption.

9.4.2 Buyer's Costs. Buyer shall pay the additional premium, if any, attributable to the extended coverage owner's policy of title insurance (if elected by Buyer) and any endorsements required by Buyer, the cost of recording the Deed and one-half of Title Company's escrow fee.

9.5 Foreign Investment in Real Property Tax Act. The Parties agree to comply in all respects with Section 1445 of the Internal Revenue Code and the regulations issued thereunder (the "Regulations").

10. Adjustments and Prorations. The following adjustments and prorations will be made as of the Closing Date (with Buyer either responsible for or entitled to a credit for, as the case may be, the actual Closing Date).

10.1 Property Taxes. All property taxes payable in the year of closing and assessments approved by Buyer, if any, will be prorated as of the Closing Date.

10.2 Utilities. All gas, electric and other utility charges will be prorated as of the Closing Date.

11. Covenants. Seller's and Buyer's Covenants contained in Sections 11.1 and 11.2 below shall survive closing and shall not merge into the Deed.

11.1 Seller's Covenants.

11.1.1 Covenant to Maintain. Prior to the Closing Date, Seller shall maintain, repair, manage and operate the Property in a businesslike manner in accordance with Seller's prior practices and Seller shall not dissipate any portion of the Property.

11.1.2 Contracts Prior to Closing. Seller shall not enter into any leases, contracts of sale or other agreements that are inconsistent with this Agreement without Buyer's prior written consent.

11.2 Buyer's Covenants.

11.2.1 Covenant to Develop and Construct. Buyer warrants and covenants to develop and construct, at Buyer's sole cost and expense, at least one (1) 50,000 square foot (minimum size) building on its Playfair Commerce Park property in Spokane, Washington for leasing to tenants, within sixty (60) months from the Closing date, or such later date as the Parties mutually agree upon in writing. If Buyer fails to complete the construction of said building within the time set forth in this Section 11.2.1, Buyer shall pay Seller, pro-rated for the amount of the uncompleted portion of the construction, ONE HUNDRED THOUSAND and 00/100 Dollars ($100,000.00) (the "Construction Penalty") within thirty (30) days of Seller's written request for said payment. This provision and/or Seller's acceptance of said building construction or demand for payment as provided herein shall not be construed as a waiver of any conditions and/or approvals of development that the Seller or any other governmental agency may impose in connection with the development of the Property.

11.3 Purchase Conditions.

11.3.1 Buyer's Easement. At closing, Buyer shall grant Seller a perpetual easement for future road Right of Way connecting Ferry Avenue to Altamont Street.

11.3.2 Buyer Reimbursement. Proceeds from the sale of Property shall be deposited in escrow with a title company chosen by Seller. At closing, or later date but not later than thirty (30) months after closing, Buyer shall be repaid verified expenses of rental fence, survey and road design, and Geo Tech exploration, as detailed in Exhibit D, from escrowed funds. After road is

constructed, including landscaping, street lighting, irrigation, sidewalks, Vactor plant fencing, sewer, water, utilities, drainage, subgrade, curbs, gutters, curb cuts, handicap access, signage, driveways, fire hydrants, striping, excavation, aggregates, etc., Buyer shall be reimbursed from escrowed funds for costs expended. Any funds not claimed by Buyer within thirty (30) months shall be returned to Seller. Not later than thirty (30) months after closing, Buyer shall Quit Claim road Right of Way to Seller.

11.3.3 Construction Areas. Buyer shall be responsible for the design and Construction of areas A, B, and C as detailed in Exhibit D, but in any event not financially responsible beyond escrowed funds available.

11.3.4 Seller's Easement. Prior to Quit Claim of road right-of-way, Seller shall grant Buyer two (2) 20 foot wide stormwater perpetual easements as generally depicted on Exhibit D, at specific locations mutually agreed upon between Buyer and Seller.

11.3.5 Conditions of Buyer's Performance.

11.3.5.1 Buyer's performance of the conditions set forth in this Section 11.2 is expressly conditioned upon the following, unless mutually waived in writing by the Parties, herein:

(i) Seller reasonably cooperating in the timely issuance of permits for the purpose of constructing the roadway and its associated improvements.

11.3.6 Force Majeure.

11.2.5.1 In the event of: (i) impossibility or impracticality of performance by the Buyer, as reasonably determined by the Buyer, because more than ten percent (10%) of the Property is destroyed, damaged or rendered unfit for development, use or occupancy; (ii) the Property becomes "Unavailable" (as defined below); or (iii) Buyer is unable to fulfill, through no fault of Buyer and despite Buyer's use of commercially reasonable efforts, any of its obligations hereunder or is delayed in doing so, by reason of obtaining permission, permits, rights or entitlements to perform the acts in this Section 11.2, then the covenants shall be suspended for that period of time that the cause of such inability or delay shall exist and Buyer shall not forfeit any money to Seller nor incur further liability or obligation. The term "Unavailable" means, as reasonably determined by the Buyer, any rule, law, order, proceeding, activity, suspension of permit, or condition that, despite Buyer's exercise of commercially reasonable efforts, affects Buyer's ability to reasonably

use, occupy or develop all or any part of the Property, including but not limited to, natural disaster, strike, civil disorder, terrorist activities, curtailment, closure or reconstruction of transportation facilities, health epidemic, Acts of God, war, (declared or undeclared) government regulations or order (such as a declaration of a "High" or "Severe" risk of terrorist attack by the U.S. Department of Homeland Security, issuance of a travel advisory for the location of the Property), governmental approval or any other comparable condition beyond the reasonable control of the Buyer, delaying or making it (i) reasonably inadvisable, (ii) illegal, or (iii) impossible, to construct the Property Improvements.

11.2.6.2 Notwithstanding the provisions of Sub-Section 11.2.5.1(i) above, Buyer acknowledges that portions of the Property dedicated to public uses including streets, sidewalks, drainage facilities and utility easements shall not be considered for purposes of determining whether or not any portion of the Property is unfit for development, use or occupancy.

11.3.7 Termination of Obligations.

11.3.7.1 If through no fault of Buyer and despite Buyer's exercise of commercially reasonable efforts, Buyer is delayed for more than two (2) years as a result of any matter set forth in this Section 11.2, the obligations and covenants in this Section 11.2 shall automatically terminate and be of no further force and effect.

11.3.7.2 If Buyer's Principal and Managing Member, Lawrence B. Stone, becomes incapacitated by reason of illness, the obligations in this Section 11.2 shall be delayed for the period of such illness not to exceed two (2) years. If Buyer's Principal and Managing Member, Lawrence B. Stone, becomes incapacitated by reason of disability or death, said obligations shall be delayed for a period of two (2) years from the date of such disability or death.

12. Representations and Warranties.

12.1 Seller's Representations and Warranties. Except as specifically provided in this Agreement, Seller makes no warranty or representation, express or implied, with respect to the condition of the Property or its suitability for any particular purpose.

12.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller that Buyer is a limited liability company, duly organized and validly existing under the laws of the state of Washington; this Agreement and all documents executed by Buyer that are to be delivered to Seller at closing are, or at the time of closing will be (i) duly authorized, executed and delivered by Buyer, (ii) legal, valid and binding obligations of Buyer, and (iii) in compliance with all provisions of all agreements and judicial orders to which Buyer is a party or to which Buyer is subject.

13. Hazardous Materials. Except as may be disclosed in the Due Diligence Materials, Seller has no actual knowledge of the release or presence of any Hazardous Materials on, in, from or onto the Property. Buyer may, at its sole cost, expense, and liability, conduct an environmental site assessment of the Property during the Feasibility Period. For the purposes of this paragraph, "Hazardous Materials" shall include, but not be limited to, substances defined as "Hazardous Substances," "Hazardous Materials", "Hazardous Waste," "Toxic Substances", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Section 9601 et seq., the Model Toxic Control Act of the State of Washington and all regulations adopted and publications promulgated pursuant to such laws, collectively "Environmental Laws". A "Hazardous Materials Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of Hazardous Materials that would require remediation and/or removal under applicable Federal, State or local law. In the event Buyer notifies Seller prior to the Closing Date that the Property is affected by a Hazardous Materials Condition and such notice is accompanied by a report from an engineering company with experience in evaluating such matters, Buyer may either (a) terminate this contract, or (b) proceed to Closing notwithstanding such contamination. In the event Buyer elects to terminate this contract pursuant to this paragraph, Buyer shall immediately receive a refund of the entire Earnest Money, plus any interest accrued thereon. To the extent allowed by law, the environmental due diligence investigation provided for herein and any information or documents produced or collected by the environmental consultant in connection with this investigation shall be considered to be confidential information by the Buyer and Seller until Closing. Prior to Closing, or in the event Closing does not occur, Buyer shall not disclose such information to any third party or initiate or have any direct contact with any governmental agencies in connection with the environmental investigation without the prior written consent of Seller's Director of Public Works and Utilities. Buyer may disclose said information to its employees, attorneys, consultants, lenders, and others who have a need to know and use the information in connection with this transaction, and may disclose said information if required to do so by law, or by court order. If the environmental investigation reveals any conditions that applicable laws require to be reported to any governmental agency, the Seller shall have the responsibility to make such reports or disclosures, but Buyer shall have the right to do so in the event the Seller fails to do so within any time period required by applicable law.

14. Eminent Domain. If all or any part of the Property is taken by condemnation or eminent domain and the value of the portion of the Property so taken exceeds _____(Dollars) ($_____.00), Buyer may, upon written notice to Seller, elect to terminate this Agreement, and in such event all monies theretofore paid on account must be returned to Buyer, and neither party will have any further liability or obligation under this Agreement. If all or any portion of the Property has been or is hereafter condemned or taken by eminent domain and this Agreement is not canceled, Seller's right, title and interest in and to any awards in condemnation or eminent domain, or damages of any kind, to which Seller may have become entitled or may thereafter be entitled by reason of any exercise of the power of condemnation or eminent domain with respect to the Property or any portion thereof shall accrue to Buyer.

15. Possession. Seller shall deliver possession of the Property to Buyer on the Closing Date.

16. Events of Default.

16.1 By Seller. If there is an event of default under this Agreement by Seller (including a breach of any representation, warranty or covenant), Buyer will be entitled (a) in addition to all other remedies available at law or in equity, to seek specific performance of Seller's obligations under this Agreement or (b) to terminate this Agreement by written notice to Seller and Escrow Agent. If Seller terminates this Agreement, the escrow will be terminated, the entire Deposit must immediately be returned to Buyer, all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement except that Seller shall pay any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment.

16.2 By Buyer. IN THE EVENT BUYER FAILS, WITHOUT LEGAL EXCUSE, TO COMPLETE THE PURCHASE OF THE PROPERTY, THE EARNEST MONEY DEPOSIT MADE BY BUYER WILL BE FORFEITED TO SELLER AS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO SELLER FOR SUCH FAILURE.

17. Notices. Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given by Mail or via facsimile. Any notice given by mail must be sent, postage prepaid, by certified or registered mail, return receipt requested. All notices must be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing:

Seller: City of Spokane
Attn: Director, Real Estate & Facilities
808 West Spokane Falls Boulevard
Spokane, WA 99201

With a copies to: James Richman
Office of the City Attorney
808 West Spokane Falls Boulevard
Spokane, WA 99201

and,

City Clerk
808 West Spokane Falls Boulevard
Spokane, WA 99201

Buyer: Contract Administrator
Playfair Commerce Park, LLC
P.O. Box 3949
Spokane, WA 99220-3949

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one business day after deposit with the courier service, and if mailed, two business days after deposit at any post office in the United States of America, and if delivered via facsimile, the same day as verified, provided that any verification that occurs after 5 p.m. on a business day, or at any time on a Saturday, Sunday or holiday, will be deemed to have occurred as of 9 a.m. on the following business day.

18. Brokers and Finders. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or a finder's fee as procuring cause of the purchase and sale contemplated by this Agreement, except a broker employed by Seller pursuant to a listing agreement which expressly excludes any sale to Buyer from the provisions thereof. If any other broker or finder perfects a claim for a commission or finder's fee based upon any other contract, dealings or communication, the party through whom the broker or finder makes his or her claim will be responsible for that commission or fee and shall indemnify, defend and hold harmless the other party from and against any liability, cost or damages (including attorneys' fees and costs) arising out of that claim.

19. Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

20. Continuation and Survival of Representations and Warranties. All representations and warranties by the respective Parties contained in this Agreement or made in writing pursuant to this Agreement are intended to and will remain true and correct as of the time of closing, will be deemed to be material and will survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title. Such representations and warranties, however, are not assignable and do not run with the land, except as may be expressly provided herein or contained in a written instrument signed by the party to be charged.

21. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Washington.

22. Entire Agreement. This Agreement and the exhibits to it constitute the entire agreement between the Parties with respect to the purchase and sale of the Property, and supersede all prior agreements and understandings between the Parties relating to the subject matter of this Agreement. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth.

23. Attorney Fees. Each party shall pay its own legal fees relating to negotiation and drafting of this Agreement and the documents to be executed at closing. If either party fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not substantially prevailing in the dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under this Agreement, including, without limitation, court costs and reasonable attorney fees incurred in connection with any federal, state or bankruptcy court proceeding.

24. Time of the Essence. Time is of the essence of this Agreement.

25. Exclusivity. Seller shall not market the Property actively until after the expiration of the Feasibility Study Period and then only if Buyer elects not to proceed with the purchase of the Property.

26. Waiver. Neither Seller's nor Buyer's waiver of the breach of any covenant under this Agreement will be construed as a waiver of a subsequent breach of the same covenant.

27. Nonmerger. The terms and provisions of this Agreement, including, without limitation, all indemnification obligations will not merge in, but will survive, the closing of the transaction contemplated under this Agreement.

28. Negotiation and Construction. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

29. Governmental Approval. Buyer acknowledges and agrees that this Agreement does not bind the City of Spokane until it is signed by the Mayor or City Administrator.

30. Exhibits. The following exhibits are attached to and made a part of this Agreement by this reference.

EXHIBIT A – Legal Description of the Property

EXHIBIT B – Form of Deed reserving easements for public right-of-way from the eastward edge of the Property extending westward across the Property, at a location as determined by Buyer and agreed to by Seller, to the south edge of the Property, as further determined during the Feasibility Period.

EXHIBIT C - Property Improvements

EXHIBIT D – Construction Areas

In witness whereof, the Buyer and Seller have signed this Agreement effective as of the date first hereinabove written.

[SELLER]
CITY OF SPOKANE

By: _____
Mayor/City Administrator

Attest: _____
City Clerk

[BUYER]
PLAYFAIR COMMERCE PARK, LLC

By: _____
Lawrence B. Stone

Its: Sole Member

STATE OF WASHINGTON :

:ss.

County of Spokane :

On this _____ day of _____, 2015, before me personally appeared_____ _____, and_____, to me known to be the Mayor/City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the 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 affixed my official seal the day and year first above written.

_____
Notary Public in and for the State
of Washington, residing at Spokane
My Appointment expires _____

STATE OF WASHINGTON :

:ss.

County of Spokane :

On this _____ day of _____, 2015, before me personally appeared Lawrence B. Stone, to me known to be the Managing Member of Playfair Commerce Park, LLC, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was 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 the day and year first above written.

_____
Notary Public in and for the State
of Washington, residing at Spokane
My Appointment expires _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

A parcel of land in the Southeast quarter of Section 16, Township 25 North, Range 43 East of the Willamette Meridian, in Spokane County, Washington being more particularly described as Parcel "A" per Record of Survey filed in book 131 of Surveys on page 52A & 53A.
EXCEPT that portion described as follows;
Beginning at the northerly most corner of said Parcel "A"; thence S0°08'28"W along the easterly line of said Parcel "A", a distance of 326.46 feet to a point on the northerly right-of-way line of future Ferry Avenue, said point also being on a curve concave to the southeast having a radius of 237.50 feet and a radial bearing of N28°41'26"W; thence the following four (4) courses; southwesterly through a central angle of 4°09'11", an arc distance of 17.21 feet to the beginning of a reverse curve concave to the northwest having a radius of 162.50 feet; thence southwesterly through a central angle of 32°58'53", an arc distance of 93.54 feet; thence N89°51'43"W a distance of 180.20 feet to the beginning of a curve concave to the southeast having a radius of 187.50 feet; thence southwesterly through a central angle of 74°21'07" an arc distance of 243.32 feet; thence on a non-tangent bearing N62°37'04"W along a line parallel with the southerly line of said Parcel "A", a distance of 367.42 feet; thence N0°04'20"E a distance of 90.53 feet to a point on the northerly line of said Parcel "A"; thence N73°16'31"E along said northerly line a distance of 826.28 feet closing on the point of beginning.
Contains 10.10 Acres.

Situate in the City of Spokane, County of Spokane, State of Washington

EXHIBIT "B"

FORM OF STATUTORY WARRANTY DEED WITH RESERVATION OF EASEMENTS FOR PUBLIC RIGHT OF WAY

After recording return to:

_____
_____
_____

STATUTORY WARRANTY DEED

THE GRANTOR, CITY OF SPOKANE, a Washington municipal corporation, in exchange for valuable consideration in hand paid, conveys and warrants to PLAYFAIR COMMERCE PARK, LLC, a Washington State limited liability company, the following described real estate, situate in the County of Spokane, State of Washington (the "Property"):

A parcel of land in the Southeast quarter of Section 16, Township 25 North, Range 43 East of the Willamette Meridian, in Spokane County, Washington being more particularly described as Parcel "A" per Record of Survey filed in book 131 of Surveys on page 52A & 53A.
EXCEPT that portion described as follows;
Beginning at the northerly most corner of said Parcel "A"; thence S0°08'28"W along the easterly line of said Parcel "A", a distance of 326.46 feet to a point on the northerly right-of-way line of future Ferry Avenue, said point also being on a curve concave to the southeast having a radius of 237.50 feet and a radial bearing of N28°41'26"W; thence the following four (4) courses; southwesterly through a central angle of 4°09'11", an arc distance of 17.21 feet to the beginning of a reverse curve concave to the northwest having a radius of 162.50 feet; thence southwesterly through a central angle of 32°58'53", an arc distance of 93.54 feet; thence N89°51'43"W a distance of 180.20 feet to the beginning of a curve concave to the southeast having a radius of 187.50 feet; thence southwesterly through a central angle of 74°21'07" an arc distance of 243.32 feet; thence on a non-tangent bearing N62°37'04"W along a line parallel with the southerly line of said Parcel "A", a distance of 367.42 feet; thence N0°04'20"E a distance of 90.53 feet to a point on the northerly line of said Parcel "A"; thence N73°16'31"E along said northerly line a distance of 826.28 feet closing on the point of beginning.
Contains 10.10 Acres.

Situate in the City of Spokane, County of Spokane, State of Washington

SUBJECT TO all existing interests, including but not limited to all reservations, rights of way and easements of record.

Grantor hereby reserves to itself, its successors and assigns, tenants and licensees a perpetual easement in, over, under, through, and across the following described portions of the Property for public street and/or right-of-way purposes and all uses incidental thereto:

FERRY AVENUE

A strip of land being 37.5 feet on each side of a line located in the Southeast quarter of Section 16, Township 25 North, Range 43 East of the Willamette Meridian, in Spokane County, Washington being more particularly described as follows;

Commencing at the Northeast corner of Parcel 6 per Record of Survey filed in Book 147 of Surveys, on Page 76, records of Spokane County, Washington. Thence S0°08'48"W, along the easterly line of said Parcel 6, a distance of 37.50 feet to the mid-point of said easterly line; Thence N89°51'43"W, along a line parallel with and 37.50 feet from the northerly and southerly lines of said Parcel 6, a distance of 1354.13 feet to the Point of Beginning and the beginning of a curve concave to the southeast having a radius of 200.00 feet; thence southwesterly through a central angle of 32°58'53" an arc distance of 115.13 feet to the beginning of a reverse curve concave to the northwest having a radius of 200.00 feet; thence southwesterly through a central angle of 1°54'32" an arc distance of 6.66 feet to a point on the west line of said Parcel 6, which point bears N0°08'28"E a distance of 1.74 feet from the southwest corner of said Parcel 6; thence continuing southwesterly, along said curve concave to the northwest, having a radius of 200.00 feet through a central angle of 31°04'21" an arc distance of 108.46 feet; thence N89°51'43"W a distance of 180.20 feet to the beginning of a curve concave to the southeast having a radius of 150.00 feet; thence westerly, southwesterly and southerly through a central angle of 90°00'00" an arc distance of 235.62 feet; thence S0°08'17"W a distance of 100.90 feet to the beginning of a curve concave to the west having a radius of 100.00 feet; thence southwesterly through a central angle of 27°14'40" an arc distance of 47.55 feet; thence S27°22'57"W a distance of 97.25 feet to a point on the southerly line of Parcel "A" as shown on the Record of Survey filed in book 131 of Surveys on page 52A & 53A, records of Spokane County, Washington, and the Point of Terminus.

EXCEPT that portion lying easterly of the East line of said Parcel "A", per Record of Survey filed in book 131 of Surveys on page 52A & 53A.

Contains 1.33 Acres.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Founded 1946
Simpson Engineers, Inc.
CIVIL ENGINEERS & LAND SURVEYORS
N. 909 ARGONNE ROAD, SPOKANE VALLEY WA., 99212-2789
PHONE (509) 926-1322 FAX (509) 926-1323

P:\Projects\16001-16500\16273-LB Stone Properties\dwg\16273-ROW Project.dwg 7/31/2015 4:27:29 PM PDT 1

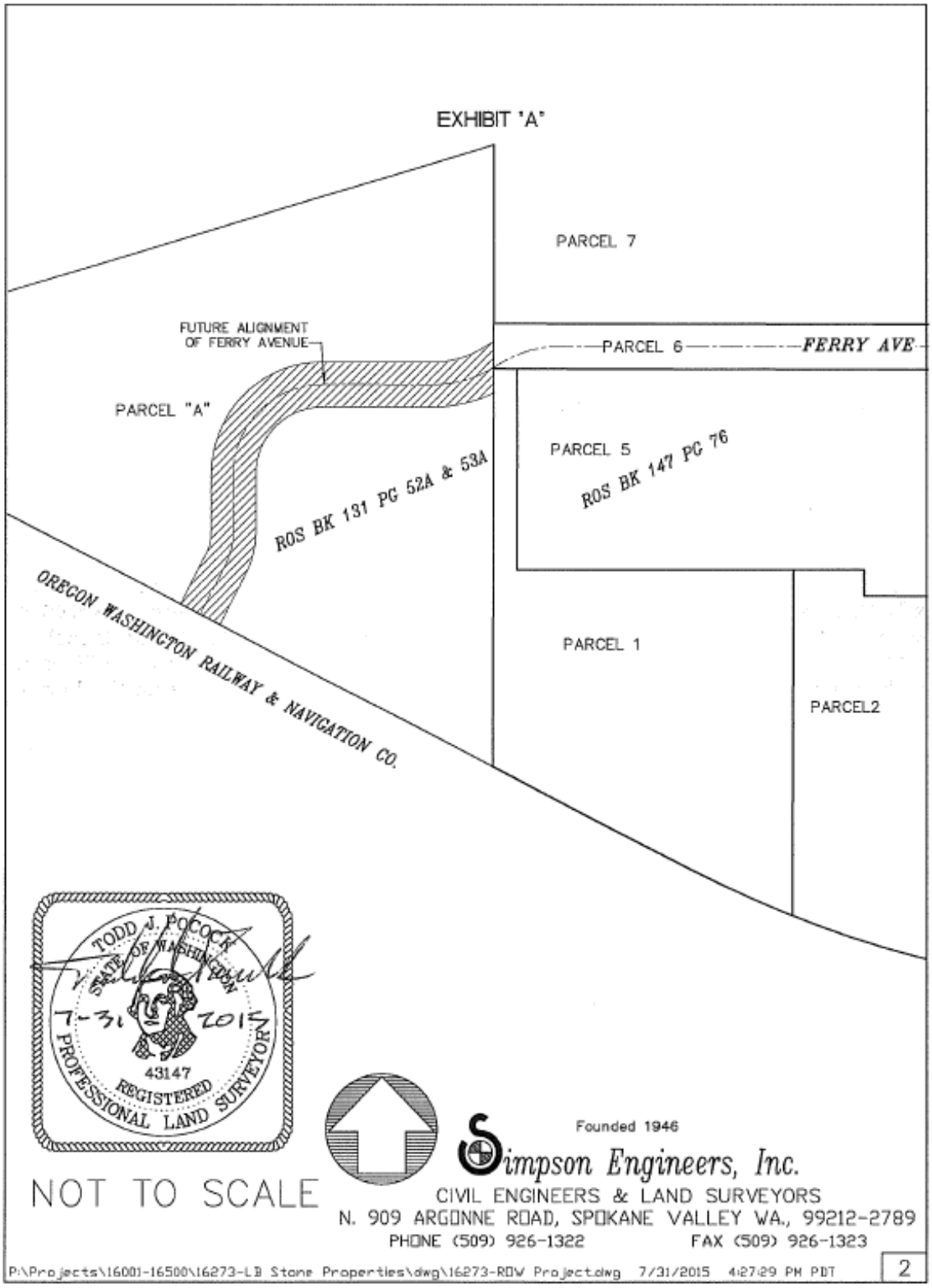


EXHIBIT "A"
PARCEL 7
FUTURE ALIGNMENT OF FERRY AVENUE
PARCEL 6
FERRY AVE
PARCEL "A"
PARCEL 5
ROS BK 147 PG 76
ROS BK 131 PG 52A & 53A
OREGON WASHINGTON RAILWAY & NAVIGATION CO.
PARCEL 1
PARCEL2
TODD J. POCOCK
STATE OF WASHINGTON
7-31-2015
43147
REGISTERED
PROFESSIONAL LAND SURVEYOR
NOT TO SCALE
Founded 1946
Simpson Engineers, Inc.
CIVIL ENGINEERS & LAND SURVEYORS
N. 909 ARGONNE ROAD, SPOKANE VALLEY WA., 99212-2789
PHONE (509) 926-1322
FAX (509) 926-1323
P:\Projects\16001-16500\16273-LB Stone Properties\dwg\16273-ROW Project.dwg 7/31/2015 4:27:29 PM PDT
2

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by affixing his signature hereunto this ____ day of _____, 2015.

GRANTOR

By: _____
Its: _____

Attest:

_____
Clerk

Approved as to form:

_____
Assistant City Attorney

STATE OF _____)
)ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ and TERRI L. PFISTER are the persons who appeared before me and said persons acknowledged that they signed this documents, on oath stated that they were authorized to sign it and acknowledged it as the _____ and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: _____

_____
Notary Public in and for _____
State, residing at _____
My appointment expires _____

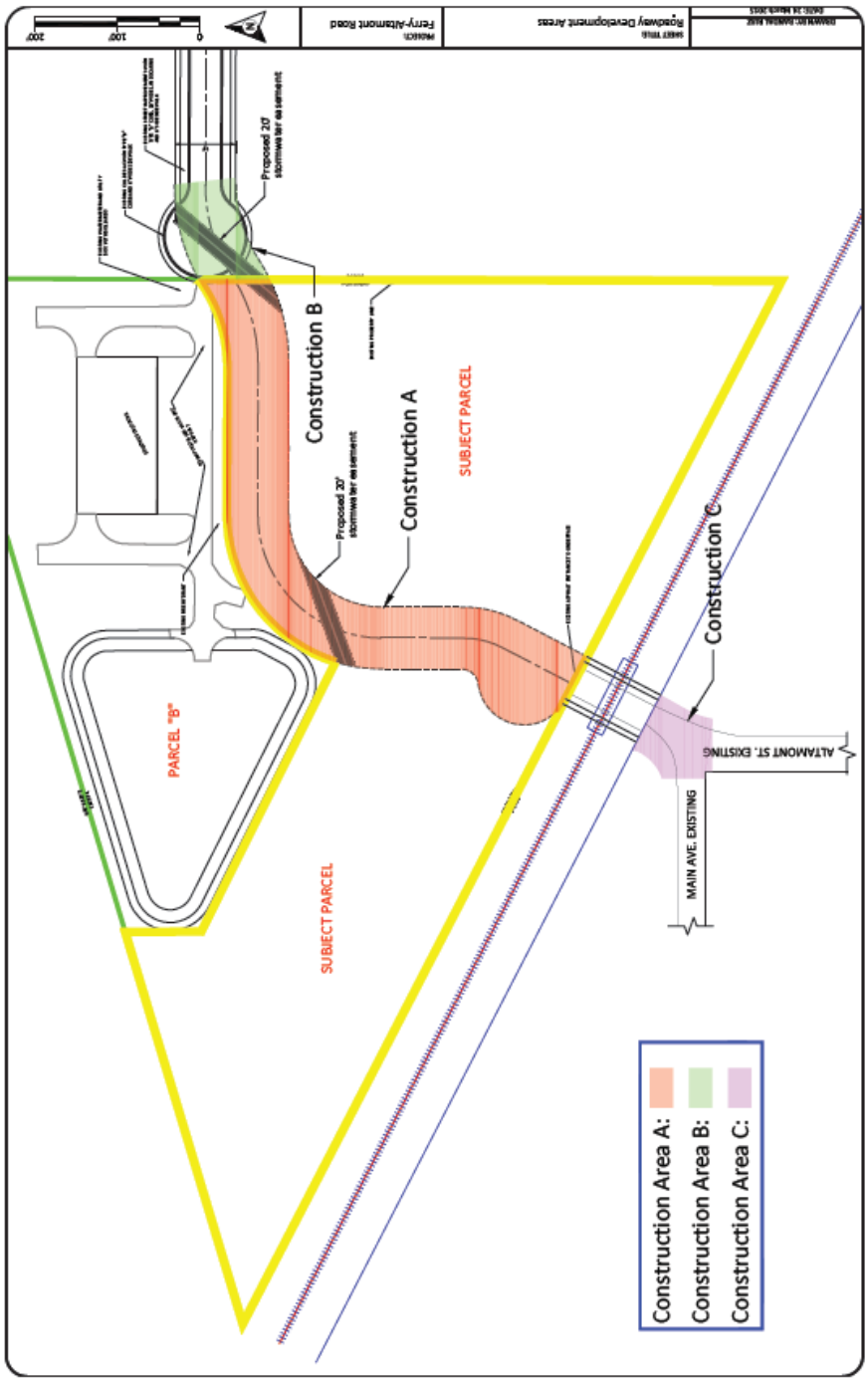
EXHIBIT "C"

PROPERTY IMPROVEMENTS

1) Design and construct connecting road to meet City of Spokane standards and including, but not limited to, pavement, landscaping, irrigation, sewer, water, sidewalks, Vactor plant fencing, utilities, drainage, street lighting, subgrade, curbs, gutters, curb cuts, handicap access, signage, driveways, fire hydrants, road design, geo tech services, striping, excavation, aggregates, etc., through subject property from Ferry Avenue to Altamont Street to City of Spokane standards. All labor for road construction shall be in accordance with Washington State prevailing wage laws and regulations. As a part of the new road design, Buyer shall incorporate landscaping and a drainage swale into the design for adequate stormwater drainage for at-grade impervious areas of the adjacent City of Spokane-owned Vactor Plant.

EXHIBIT "D"

CONSTRUCTION AREAS



BRIEFING PAPER

Department of Public Works & Utilities

Monday, August 24, 2015

Subject:

Purchase and sale agreement related to the sale of City owned property at 402 North Lee Street to the adjoining property owner, SCAFCO Industries.

Background:

In 2007 the City Wastewater Department acquired the former Playfair property as an alternative site for wastewater treatment. As it became apparent that the property was not going to be needed, the entire property was declared surplus and a significant portion was sold to SCAFCO. SCAFCO has since developed the property and has approached the City with interest in the remaining portion. The City has agreed to sell the remaining unused property to SCAFCO while retaining the existing wastewater decant facility.

The City has agreed to sell approximately 10.1 acres to SCAFCO with only 6.7 acres being suitable for development and is valued at $764,042. Of the difference, 1.33 acres will be utilized to build a new public street and 2.1 acres will be dedicated as a natural stormwater area.

SCAFCO has agreed to complete a variety of improvements for the public benefit for which the city has agreed to a discount of $463,750. This will result in $300,292 being the final purchase price.

Impact:

With this property no longer being considered for additional wastewater purposes, selling to the adjacent property owner provides multiple benefits. This will provide added property for SCAFCO to develop, increasing development density on both their existing property and providing for additional development locations on the proposed property. SCAFCO has an established track record of building class A Commercial and Office space on the adjacent property and anticipates this property being developed as the same. The proceeds of this sale will provide $300,292 for additional Wastewater capital needs.

Action:

Approval of the purchase and sale agreement.

For further information on this subject contact David Steele, Asset Management 625-6064.

Agenda Sheet for City Council Meeting of: 08/31/2015		Date Rec'd	8/19/2015
		Clerk's File #	OPR 2014-0558
		Renews #	
Submitting Dept	NEIGHBORHOOD SERVICES & CODE	Cross Ref #	
Contact Name/Phone	HEATHER 625-6854	Project #	
Contact E-Mail	HTRAUTMAN@SPOKANECITY.ORG	Bid #	4030-14
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	1200 - CONTRACT FOR BOARDING AND MONITORING OF SUBSTANDARD		

Agenda Wording

Renew the current contract for services for boarding and monitoring buildings using funds from the Code Enforcement budget. The contract is for a maximum of $75,000. This is the first one year extension of up to four extensions written into the RFP.

Summary (Background)

Buildings are boarded and monitored by order of the Building Official through the hearing process outlined under SMC 17F.070. The contract for these services with KB Construction was signed after a request for proposals was issued by the City of Spokane in 2014. This is a necessary service to provide property preservation when a responsible party cannot be found or does not act to secure or monitor the condition of the structures. The current contract expires August 31, 2015.

Fiscal Impact		Budget Account
Expense	$ 75,000	# 1200-58100-38148-54201
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MALLAHAN, JONATHAN	Study Session	
Division Director	MALLAHAN, JONATHAN	Other	CHE 8/10/2015
Finance	SALSTROM, JOHN	Distribution List	
Legal	DALTON, PAT	htrautman@spokanecity.org	
For the Mayor	SANDERS, THERESA	mhughes@spokanecity.org	
Additional Approvals		mhecker@spokanecity.org	
Purchasing	PRINCE, THEA	stresko@spokanecity.org	
		mlesesne@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Services include monthly reporting of security, cleanliness and other activities to include re-securing of properties as needed at the direction of the City. Coordinating with the Spokane Police Department is often required as some properties may need to be cleared or swept of people before boarding. Also includes posting/re-posting signs and boarding of properties including emergency boarding, 24 hours a day 7 days a week within 24 hours of the request. The ability to supply and haul own materials, including but not limited to wood, locking screws, portable power, ladders, truck, etc. and provide services without electricity is required.

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

Distribution List

BRIEFING PAPER
City of Spokane
Office of Neighborhood Services-Code Enforcement
August 10, 2015

Subject
Renew the current contract for services for boarding and monitoring buildings using funding from the Code Enforcement budget. The contract is for a maximum of $75,000. This is the first one year extension of up to four extensions written into the original RFP.

Background
Buildings are boarded and monitored by order of the Building Official through the hearing process outlined under SMC 17F.070. The contract for these services with KB Construction was signed after a request for proposals was issued by the City of Spokane in 2014. The current contract expires August 31, 2015.

Services include monthly reporting of security, cleanliness and other activities to include re-securing of properties as needed at the direction of the City. Coordinating with the Spokane Police Department is often required as some properties may need to be cleared or swept of people before boarding. Also includes posting/re-posting signs and boarding of properties including emergency boarding 24 hours a day 7 days a week within 24 hours of request. The ability to supply and haul own materials, including but not limited to wood, locking screws, portable power, ladders, truck, etc. and provide services without electricity is required.

Impact
This is a necessary service to provide property preservation when a responsible party cannot be found or does not act to secure or monitor the condition of the structures.

Action
Approve the contract when it comes to Council by August 24, 2015.

Funding
Existing funding for boarding and monitoring is provided by the Building Department for the Building Official Hearing process under SMC 17F.070. The costs of the Building Official Hearing program are recouped through the fees and liens assessed through this process and SMC 8.02. The current fee in 8.02 addresses the costs in the contract requested.

City Clerk's No._OPR 2014-0558__

CONTRACT AMENDMENT AND EXTENSION #1

THIS CONTRACT AMENDMENT AND EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and CHRISTOPHER BOLT DBA KB CONSTRUCTION, whose address is 2031 West Rousseau Drive, Coeur d'Alene, Idaho 83815, as "KB".

WHEREAS, the parties entered into a Contract resultant of the City's Request for Proposals (RFP) #4030-14 wherein KB agreed to BOARD UP AND MONITOR UNSECURED PROPERTIES, as requested by the City's Code Enforcement Supervisor or designee; and

WHEREAS, the original Contract was missing Performance elements present in the RFP #4030-14, and those elements are to be added here for clarity; and

WHEREAS, the original Contract has outdated Insurance limits that need updating with current City of Spokane Insurance requirements; and

WHEREAS, the City's RFP #4030-14 and original accompanying Contract called for the possibility of extending KB's services (upon mutual agreement of the parties) for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years; and

WHEREAS, the parties would like to extend this Contract for the first (1st) of the four (4) possible Contract Extensions; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The Contract dated September 2, 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 are hereby extended and shall run through August 31, 2016.

3. AMENDMENT. Section 1 of the contract documents is amended to read as follows:

1. PERFORMANCE. KB shall BOARD UP AND MONITOR UNSECURED PROPERTIES, as requested by the City's Code Enforcement Supervisor or designee. Performance shall be in accordance with KB's attached quote

submitted to the City on June 23, 2014. KB's Services shall include: Boarding and regular monthly monitoring of various properties as designated by Code Enforcement Supervisor/Building Official. Monthly reporting of security, cleanliness and other activities to include re-securing of properties as needed at the direction of the City. Coordinating with the Spokane Police Department may be required as some properties may need to be cleared or swept. Also to include posting/re-posting signs and boarding of properties including emergency boardings 24 hours a day 7 days a week within 24 hours of request. Must be able to supply and haul own materials, including but not limited to wood, locking screws, portable power, ladders, truck, etc. and provide services without electricity. The City standards for boarding are: All basement, first story and other readily accessible windows, doors or other openings are to be closed against intrusion. Minimum requirements for windows and doors: use ½" exterior grade plywood or other pre-approved material cut to fit. Inserted and fastened with locking screws within the exterior of the casement. An exterior-rated fir ply-wafer board combination called Oriented Strandboard (OSB) is acceptable but, standard particle board is not.

3. AMENDMENT. Section 17 of the contract documents is amended to read as follows:

17. INSURANCE. During the term of the Contract, the Contractor shall maintain in force at its own expense, the following insurance coverages:

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than ~~$1,000,000~~ $1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than ~~$500,000~~ $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 the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The COI shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible

or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by A.M. Best. Copies of all applicable endorsements shall be provided. The Contractor shall be solely financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

4. COMPENSATION. The City shall pay a maximum of SEVENTY FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00), not including taxes if applicable, for everything furnished and done under this Contract Extension.

Dated: _____

CITY OF SPOKANE

By: _____
Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Dated: _____

CHRISTOPHER BOLT DBA KB CONSTRUCTION

E-Mail address, if available:
boltplus2@gmail.com

By: _____
Title: Owner

15-620a

Agenda Sheet for City Council Meeting of: 08/31/2015		Date Rec'd	8/19/2015
		Clerk's File #	OPR 2015-0751
		Renews #	
Submitting Dept	GRANTS MGMT & FINANCIAL ASST	Cross Ref #	OPR 2015-0247
Contact Name/Phone	JENNIFER 625-6091	Project #	
Contact E-Mail	JSTAPLETON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0680-WATPA FY2015-2017		

Agenda Wording

To accept funding from Washington Auto Theft Prevention (WATPA), (Lacey, WA). The award is for $431,000.00. Award period is 09/01/2015-06/30/2017.

Summary (Background)

WATPA is authorized to provide financial support for use by public agencies through a competitive grant process to establish, maintain, and support programs that are designed to prevent motor vehicle theft and other related crimes. The Spokane Regional Auto and ID Theft Task force made up of Spokane Police Department and Spokane County Sheriff's Office has been awarded $431,000.00 for two detective positions, overtime, travel, and public awareness.

Fiscal Impact		Budget Account
Revenue	$ 431,000.00	# 1620-91724-21390-33469
Expense	$ 431,000.00	# 1620-91724-21390-VARIOUS
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	STAPLETON, JENNIFER	Study Session	Public Safety
Division Director	DUNIVANT, TIMOTHY	Other	
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	achirowamangu	
For the Mayor	SANDERS, THERESA	mmartinez	
Additional Approvals		ewade	
Purchasing		slynds	
		Contract Accounting	
		Purchasing	
		kwatkins	

WASHINGTON AUTO THEFT PREVENTION AUTHORITY
WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS
3060 Willamette Drive NE, Suite 101 ~ Lacey, WA 98516 ~ Phone: (360) 292-7900 ~ Fax: (360) 292-7269 ~ Website: http://watpa.waspc.org
"Preventing and reducing motor vehicle theft in the State of Washington."

August 10, 2015

Chief Frank Straub
Spokane Police Department
1100 W. Mallon Ave
Spokane, WA 99260

Dear Chief Straub:

I am pleased to inform you that Washington Auto Theft Prevention Authority (WATPA) Board of Directors has **approved** the **Spokane Police Department's** grant application for funding the **Motor Vehicle Theft Reduction initiative.** The award is in the amount of **$431,000.00** for the biennium. This award covers a current and future Detective position and does not cover the Crime Analyst position you requested in the application process. The second (future) Detective position is funded starting October 15, 2015.

The grant award is effective **September 1, 2015 and expires on June 30, 2017**. Enclosed is an award agreement for the remaining 22 months of the biennium, so funding amounts for some non-discretionary areas will be lower than those requested for the full biennium. Most areas deemed discretionary by the Board were reduced to balance the budget. This agreement is to be signed and returned to Cynthia Jordan at the WATPA office. No funds will be reimbursed until the signed agreement is received. Expenditures prior to the award effective date, or after the grant expiration date, are not authorized and will not be reimbursed. All grant awards are subject to the continuation of full funding by the state of Washington and is also subject to the Grant Policies and Procedures of the Washington Auto Theft Prevention Authority.

Costs will be paid on a reimbursement basis. Your agency will be reimbursed for actual expenses only up to the limit of the award categories. Additionally, please note that reimbursement requests will only be processed upon receipt of semi-annual reports (due January 15 and July 15 of each year) by the WATPA office. The reporting document is available on the WATPA website.

If you have any questions, please contact me at 360-292-7959 or via e-mail at mpainter@waspc.org.

Best regards,

Michael Painter, Executive Director
Washington Auto Theft Prevention Authority

Washington Auto Theft Prevention Authority

JOHN BATISTE *Chief – WA State Patrol*
JOHN MARTIN *General Public*
EMIL DAMMEL *Insurance Industry*
MITCH BARKER *Executive Director - WASPC*
HARVEY GJESDAL *Sheriff—Douglas County*
DAN SATTERBERG *Prosecuting Attorney – King County*
MICHAEL PAINTER *Executive Director - WATPA*
KEN HOHENBERG *Chief—Kennewick*
BOB LEE *Chief-Auburn*
RICK SCOTT *Sheriff – Grays Harbor County*
MERLE PFIEFER *Automobile Industry*

AGREEMENT BETWEEN SPOKANE POLICE DEPARTMENT
AND
THE WASHINGTON AUTO THEFT PREVENTION AUTHORITY

AUTO THEFT PREVENTION GRANT PROGRAM AWARD SHEET

1. Award Recipient Name and Address:
   Spokane Police Department
   1100 W Mallon
   Spokane, WA 99260
2. Contact: Frank Straub
   Title: Chief
   Telephone: 509-625-4100
3. Project Title
   Motor Vehicle Theft Reduction
4. Award Period:
   09/01/2015 – 06/30/2017
5. Grant No:
   15-17 WATPA 007
6. Funding Authority:
   WASHINGTON AUTO THEFT PREVENTION AUTHORITY
7. Amount Approved:
   $431,000.00
8. Service Area:
   Spokane

IN WITNESS WHEREOF, the WATPA and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year last written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and other documents incorporated herein by reference: Agreement Specific Terms and Conditions, and Agreement General Terms and Condition. **All grant awards are subject to the continuation of full funding by the state of Washington and is also subject to the Grant Policies and Procedures of the Washington Auto Theft Prevention Authority.**

WATPA	**RECIPIENT**
Name/ Title: Michael Painter, WATPA, Executive Director	Name/ Title:
Date: 08/10/2015	Date:

AGREEMENT BETWEEN SPOKANE POLICE DEPARTMENT
AND
THE WASHINGTON AUTO THEFT PREVENTION AUTHORITY

9. Requests for reimbursement under this agreement are subject to the following Budget:

Description		WATPA Approved
A. **Personnel**		
	Detective 1	170,000.00
		170,000.00
B. **Employee Benefits**		
	Detective 1	53,000.00
		53,000.00
C. **OT** (not exceed 2% of grant request)		
	Overtime	3,000.00
		3,000.00
D. **Travel/ Training**		
	Travel/Training	1,000.00
		1,000.00
F. **Public Awareness/ Education**		
	AT Reduction Strategy	10,000.00
		10,000.00
	Spokane PD internal allocation:	**237,000.00**
E. **Contracts/Consultants** Detective 2 (start date 10/15)		
	Salary	150,000.00
	Benefits	40,000.00
	OT	3,000.00
	Travel/Training	1,000.00
	Spokane County Sheriff's Office contract allocation:	**194,000.00**
	TOTAL	**431,000.00**

WATPA

Non-supplanting Declaration

Supplanting

WATPA funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-WATPA resources occurred for reasons other than the receipt or expected receipt of WATPA funds.

The _____(Applicant Agency) certifies that any funds awarded through **WATPA** shall be used to supplement existing funds for program activities and will not replace (supplant) non-WATPA funds that have been appropriated for the purposes and goals of the grant.

The _____ (Applicant Agency Chief or designee) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from WATPA grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: _____

Signature: _____Date: _____

Washington Auto Theft Prevention Authority
Reimbursement Form Instructions

Award recipients are to use a WATPA Reimbursement Request Form when submitting expense reimbursement requests to the Washington Auto Theft Prevention Authority. Attach support documents (receipts, invoices, etc.) to the Reimbursement Request Form.

The reimbursement request form is a budget status summary and lists the approved award amount, total billings, current billings, past billings and current budget balance. It is to be completed each time an agency requests payment.

If there are any questions regarding the reimbursement process please call or contact either:

Ms. Cynthia Jordan, cjordan@waspc.org, 360-292-7900, or

Ms. Nancy Morris, nmorris@waspc.org, 360-486-2380

04/06/15 SB

Agenda Sheet for City Council Meeting of: 03/30/2015		**Date Rec'd**	3/19/2015
		Clerk's File #	OPR 2015-0247
		Renews #	
Submitting Dept	GRANTS MGMT & FINANCIAL ASST	**Cross Ref #**	
Contact Name/Phone	JENNIFER STAPLETON 625-6091	**Project #**	
Contact E-Mail	JSTAPLETON@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Hearings	**Requisition #**	
Agenda Item Name	0680 - WATPA GRANT APPLICATION		

Agenda Wording

Approval from City Council to apply for the WATPA grant FY2015-2017.Expected grant funds - $350,000.00.

Summary (Background)

In 2008 the Spokane Department in cooperation with the Spokane County Sherriff's office and the Washington State Patrol Spokane office received a $330,000.00 grant from WATPA. These funds were used to hire an SPD auto theft detective, a crime analyst for the Sheriff's office, and to buy automated license plate reader. The current WATPA grant is for $343,055.08. It expires on 06/30/2015. Grant funds will be used to support an SPD detective position, a County crime analyst position and for PSAs.

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

Approvals		**Council Notifications**	
Dept Head	STAPLETON, JENNIFER	**Study Session**	03/16/2015
Division Director	COOLEY, GAVIN	**Other**	
Finance	SALSTROM, JOHN	**Distribution List**	
Legal	WHALEY, HUNT	jstapleton	
For the Mayor	SANDERS, THERESA	kwatkins	
Additional Approvals		ewade	
Purchasing		slynds	
		achirowamangu	

APPROVED BY SPOKANE CITY COUNCIL ON
3/30/2015
SPOKANE CITY CLERK

#8

Briefing Paper
City of Spokane
AUTO Theft Prevention Authority Grant
March 16th, 2015

Subject
Application for the Washington Auto Theft Prevention Authority (WATPA) Grant – Expected grant funds of $350,000.00.

Background
In 2008 the Spokane Department in cooperation with the Spokane County Sherriff's office and the Washington State Patrol Spokane office received a $330,000.00 grant from WATPA. These funds were used to hire an SPD auto theft detective, a crime analyst for the Sheriff's office, and automated license plate readers.

WATPA receives its funding through an assessment of the funds received from traffic violations. Through legislation enacted last in 2009, $10 from each traffic infraction written by law enforcement goes to the auto theft prevention authority for the purpose of reducing auto theft throughout the State of Washington.

The current WATPA grant for the July 1, 2013 – June 30, 2015 biennium was approved for $ 364,826.00. A budget revision in fall of 2014 dropped the award to $343,055.08. The current award expires on 06/30/2015.

SPD would like to apply for new funding beginning for the July 1, 2015 - June 30, 2017 biennium.

Funding
SPD is the administrator of the WATPA grant. The department intends to use most of the funding for personnel, $10,000 for PSA as part of auto theft prevention and $5,000.00 for travel/training. Spokane County intends to use WATPA funds for a crime analyst position.

Impact
The police detective position has a direct impact on auto theft in our community and region. Currently this detective works closely with his counterparts in both the Sheriff's Office and the Washington State Patrol.

Action

We respectfully request the City of Spokane gives its approval for SPD to apply for the WATPA grant FY2015-2017.

Agenda Sheet for City Council Meeting of: 08/31/2015		**Date Rec'd**	8/19/2015
		Clerk's File #	OPR 2015-0752
		Renews #	
Submitting Dept	AIRPORTS	**Cross Ref #**	
Contact Name/Phone	LISA 455-6406	**Project #**	
Contact E-Mail	LCORCORAN@SPOKANEAIRPORTS.N	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	AIRPORTS - GRANT AGREEMENT FROM WSDOT AVIATION DIVISION		

Agenda Wording

Grant Agreement FEL-01-15 from Washington State Department of Transportation Aviation Division - Washington Airport Aid Program-$250,000.

Summary (Background)

The Airport received a Grant Offer from the WSDOT Aviation Division which requires the City of Spokane and Spokane County to execute the Grant Agreement. The grant is for construction and consturction management services for Taxiways B, D, & E and 18 taxilanes due to poor or failed structural pavement sections and lack of drainage systems.

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

Approvals		**Council Notifications**	
Dept Head	PFISTER, TERRI	**Study Session**	
Division Director		**Other**	
Finance	SALSTROM, JOHN	**Distribution List**	
Legal	DALTON, PAT	lkrauter@spokaneairports.net	
For the Mayor	SANDERS, THERESA	lcorcoran@spokaneairports.net	
Additional Approvals		jthielemann@spokaneairports.net	
Purchasing			

NO: _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE EXECUTION OF THE STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION AVIATION DIVISION AIRPORT AID GRANT AGREEMENT FOR PROJECT NO. FEL-01-15 AT FELTS FIELD	)))))	RESOLUTION

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

WHEREAS, pursuant to the provisions of Chapter 14.08 RCW, the City of Spokane and County of Spokane have entered into an interlocal agreement for the ownership and operation of the Spokane Airport, including Spokane International and Felts Field Airports; and

WHEREAS, the State of Washington Department of Transportation, Aviation Division, has offered a grant to the City of Spokane and County of Spokane for a project associated with Felts Field, referred to as Project No. FEL-01-15; and

WHEREAS, Felts Field has forwarded said Grant Offer and Agreement to the respective legislative authorities of the City of Spokane and County of Spokane for their execution.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, Washington that either the Chair of the Board or a majority of the Board is hereby authorized to execute that document entitled "Washington State Department of Transportation Grant Agreement Washington Airport Aid Program," a grant offer in the amount of $250,000.00 toward the reconstruction of the taxiways and taxilanes known as the “Taxiways B, D, and E and Taxilanes Project”.

APPROVED BY THE BOARD this _____ day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

_____
Todd Mielke, Chair

ATTEST:
CLERK OF THE BOARD

_____
Shelly O’Quinn, Vice-Chair

_____
Daniela Erickson

_____
Al French, Commissioner

Washington State Department of Transportation

Lynn Peterson
Secretary of Transportation

Aviation Division
7702 Terminal St SW
Tumwater, WA 98501
360-709-8015 / FAX: 360-709-8009
Toll Free: 1-800-552-0666
TTY: 1-800-833-6388
www.wsdot.wa.gov

RECEIVED
AUG 12 2015
SPOKANE INTL AIRPORT
ADMINISTRATION

August 5, 2015

Mr. Lawrence J. Krauter
Airport Director
Spokane Airports
9000 West Airport Drive, Suite 204
Spokane, Washington 99224

Re: Airport Aid Grant Offer / Felts Field / $250,000.00

Dear Mr. Krauter:

Each year Washington State Department of Transportation (WSDOT) Aviation's Airport Aid Program provides crucial financial assistance to many of Washington State's public use airports to address pavement, safety, planning, maintenance, runway safety and security needs. We would like to take this opportunity to congratulate Spokane Airports (herein called the "Sponsor") on your Airport Aid grant award.

WHEREAS, the Sponsor has submitted to WSDOT Aviation an Airport Aid Application (herein called the "Application") dated May 15, 2015, for a grant of state funds for a project at or associated with Felts Field (herein called the "Airport") which Application, as approved by WSDOT Aviation, is hereby incorporated herein and made a part hereof; and

WHEREAS, WSDOT Aviation has approved a project for the Airport (herein called the "Project") consisting of the following:

- Inspection and Construction Services for the Rehabilitation of Taxiways B, D & E and multiple Taxilanes at Felts Field, including eligible items as of July 1, 2015; all as more particularly described in the Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of RCW 47.68.090, *Aid to municipalities, Indian tribes, persons*, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to Washington State and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, WSDOT Aviation, for and on behalf of the State of Washington, hereby offers and agrees to pay, as the state's share of the allowable costs incurred in accomplishing the Project, five (5) percent of all allowable Project costs.

This Offer is made on and subject to the following terms and conditions:

1) The maximum obligation of the State of Washington payable under this Offer shall be Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00).
2) The allowable costs of the project shall not include any costs determined by WSDOT Aviation to be ineligible.
3) Payment of the state's share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe.
4) The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the Application.
5) WSDOT Aviation reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
6) This offer shall expire and State of Washington shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor on or before Friday, August 21, 2015, or such subsequent date as may be prescribed in writing by WSDOT Aviation.
7) The State of Washington shall not be responsible or liable for damage to property or injury which may arise from, or be incident to, compliance with the grant agreement.
8) WSDOT Aviation reserves the right to terminate the agreement at any time because of legal matters detrimental to the state or the local government, insufficient funds held by WSDOT Aviation to complete the Project, or by mutual consent between Spokane Airports and WSDOT Aviation. WSDOT Aviation will be responsible only for the state's proportionate share of the actual Project costs incurred at the time of any such termination.

If you accept this allocation you will be required to supply WSDOT Aviation with periodic copies of billings and costs for this Project. Failure to supply these copies may slow down and possibly jeopardize your reimbursement. WSDOT Aviation must be able to review your records on this Project at any time for future audit purposes.

WSDOT Aviation expects the project to be completed by the date indicated on the submitted project schedule. Any modifications to the schedule will need to be submitted to WSDOT Aviation with an explanation and schedule revision. All modifications must be approved by WSDOT Aviation in writing prior to making any changes. The Washington State Legislature has appropriated funding for WSDOT's Airport Aid Program for the 2015 – 2017 biennium ending on June 30, 2017. Any airport's failure to complete a project in a timely manner potentially affects funding of the entire Washington State aviation system.

The airport must remain open for the expected life of Twenty (20) years, otherwise 100% of the grant funding must be returned within Thirty (30) days of closure, sale or discontinuance of service.

The Sponsor's acceptance of this Offer and ratification and adoption of the Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereafter provided, and this Offer and Acceptance shall comprise an agreement with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. If you accept this grant offer, subject to the conditions stated, please complete the following steps:

- Have an official authorized by the Sponsor (a) sign the three copies of the enclosed Grant Agreement and (b) sign the original copy of this Offer.
- Return all documents to WSDOT Aviation, 7702 Terminal Street SW, Tumwater, WA 98501-7264.

The extra copy of this Offer is for your files. We will review, sign and return a copy of the executed Grant Agreement to you.

Sincerely,

Eric L. Johnson
Construction and Grants Program Manager

Encl: Copy of Airport Aid Grant Offer
Three Grant Agreements

Cc: Governor Jay Inslee
Congresswoman Cathy McMorris Rodgers
Senator Andy Billig
Representative Marcus Riccelli
Representative Timm S. Ormsby
Federal Aviation Administration, Seattle ADO

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Application and incorporated materials referred to in the foregoing Offer; and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Application.

DATE *SIGNATURE*

Washington State Department of Transportation

Grant Agreement

Washington Airport Aid Program

Airport Name

Felts Field

Maximum State Grant Obligation

$ $250,000.00

Public Entity and Address

Spokane Airports
9000 West Airport Drive, Suite 204
Spokane, Washington 99224

THIS AGREEMENT, made and entered into this _____ day of August, 2015, between the STATE OF WASHINGTON, acting by and through the Aviation Division, Department of Transportation, (hereinafter the "STATE") and the above named Public Entity, (hereinafter the "PUBLIC ENTITY").

WHEREAS, the Public Entity has submitted to the State for Subvention of the Washington Airport Aid Program for (acquisition and/or development) of the Felts Field Airport together with the plans and specifications for such project, which project application has been approved by the State and is hereby incorporated herein and made a part hereof;

WHEREAS, the State has approved a project for development of the airport consisting of the following described airport development:

Project Number	Detailed Breakdown By Items
FEL-01-15	$250,000.00 - Felts Field - Taxiway/Taxilane Rehabilitation, including eligible items as of July 1, 2015.

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the State Act, and in consideration of the (a) Public Entity's adoption and ratification of the representations and assurances contained in said project application, and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the State of Washington and the public from the accomplishment of the project and the operation and maintenance of the airport as herein provided, the State hereby agrees to pay as its allowable costs incurred in accomplishing the project.

The terms and conditions of this grant agreement are as follows:

The maximum obligation of the State payable under this grant shall be 250,000.

The Public Entity shall:

1. Deposit in an Aviation Fund for said airport, at least $ 250,000 to match the State's participation in said project.
2. Carry out and complete the project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the state.
3. In connection with the acquisition of real property for the project, the Public Entity shall secure at least two written appraisals by competent, experienced appraisers who are members of a recognized professional appraisal organization and shall not pay in excess of the highest appraisal without the written consent of the state except as otherwise directed by a court of competent jurisdiction after contested trial and judgment not resulting from an agreement between the parties.

4. No state funds will be paid to the Public Entity in any case until it certifies in writing that it has Aviation Funds for said airport in an amount equal to the state's participation, or the amount designated in paragraph (1) above, which deposited amount will be used solely for the purpose in question.

5. The Public Entity agrees to hold said airport open to the flying public during the useful life of the facilities developed under this project; that no exclusive operating or use agreements shall be granted to any person, company, or corporation; that failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Washington money expended in behalf of the project to the State of Washington with reasonable interest. Further, the Public Entity agrees to keep the facility open during the useful life of the project or for a stated term of years, whichever is longer, as determined by the Aviation Division.

6. The Public Entity will make no charge to the State or its agencies for a limited, but reasonable, amount of state agency use or for state activity in search and rescue. And, further, RCW 47.68 is followed to best serve the public.

The allowable cost of the project shall not include any cost determined by the State to be ineligible for consideration as to allowability.

The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Public Entity.

This offer shall expire and the State shall not be obligated to pay any part of the costs of the project unless this agreement has been accepted by the Public Entity on such subsequent date as are prescribed in writing by the State, in the approval letter for each project.

Except for those projects receiving both state and federal aid, the following inspection scheduled, and reporting system will be required:

A. Inspection Schedule and Reporting system will vary for each project. Basically, the inspection schedule will be placed on a quarterly basis. On project taking less than three (3) months, the Public Entity will be required to make reports and be inspected on the following schedule:

   1. Public Entity project commencement date.

   2. Public Entity report project completion date and request final inspection.

   3. State will make final inspection and sign-off project as completed.

   4. State will arrange for audit of account in accordance with regularly scheduled audit program.

B. Projects taking over three (3) months will be set up on a quarterly inspection and progress report system. The Public Entity will be required to make reports and be inspected on the following schedule:

   1. Report project commencement date.

   2. Public Entity will make a three (3) months progress report. This will be a letter report giving percentage of project completed, fund expenditures to date, and short narrative of the project progress, problems encountered and plans for project completion.

   3. State will make quarterly project inspections and prepare the report of inspection. A copy of the report will be delivered to the Public Entity.

   4. Public Entity will make report of completion of project and request final inspection.

   5. State will make final inspection and sign-off as completed.

   6. State will arrange for audit of account in accordance with regularly scheduled audit program.

It should be made clear that a violation of any of the terms of the Grant Agreement will leave the State free to choose among one or more of the following remedies:

A. The withholding of any future airport aid, and/or

B. The return of grant funds awarded as an action for specific performance, and/or

C. Enforcement of the commitment made by the applicant.

The Public Entity's acceptance of this offer and ratification and adoption of the project application incorporated herein shall be evidenced by execution of this instrument by the Public Entity, as hereafter provided, and said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State and the Public Entity with respect to the accomplishment of the project and the operation and maintenance of the airport. Such allocation agreement shall become effective upon the Public Entity's acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

By: _____
Director, Aviation Division

The Spokane Airports does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.
(City of Spokane and Spokane County, c/o Spokane Airport Board)

Executed this _____ day of _____, 2015.

Name of Public Entity: _____

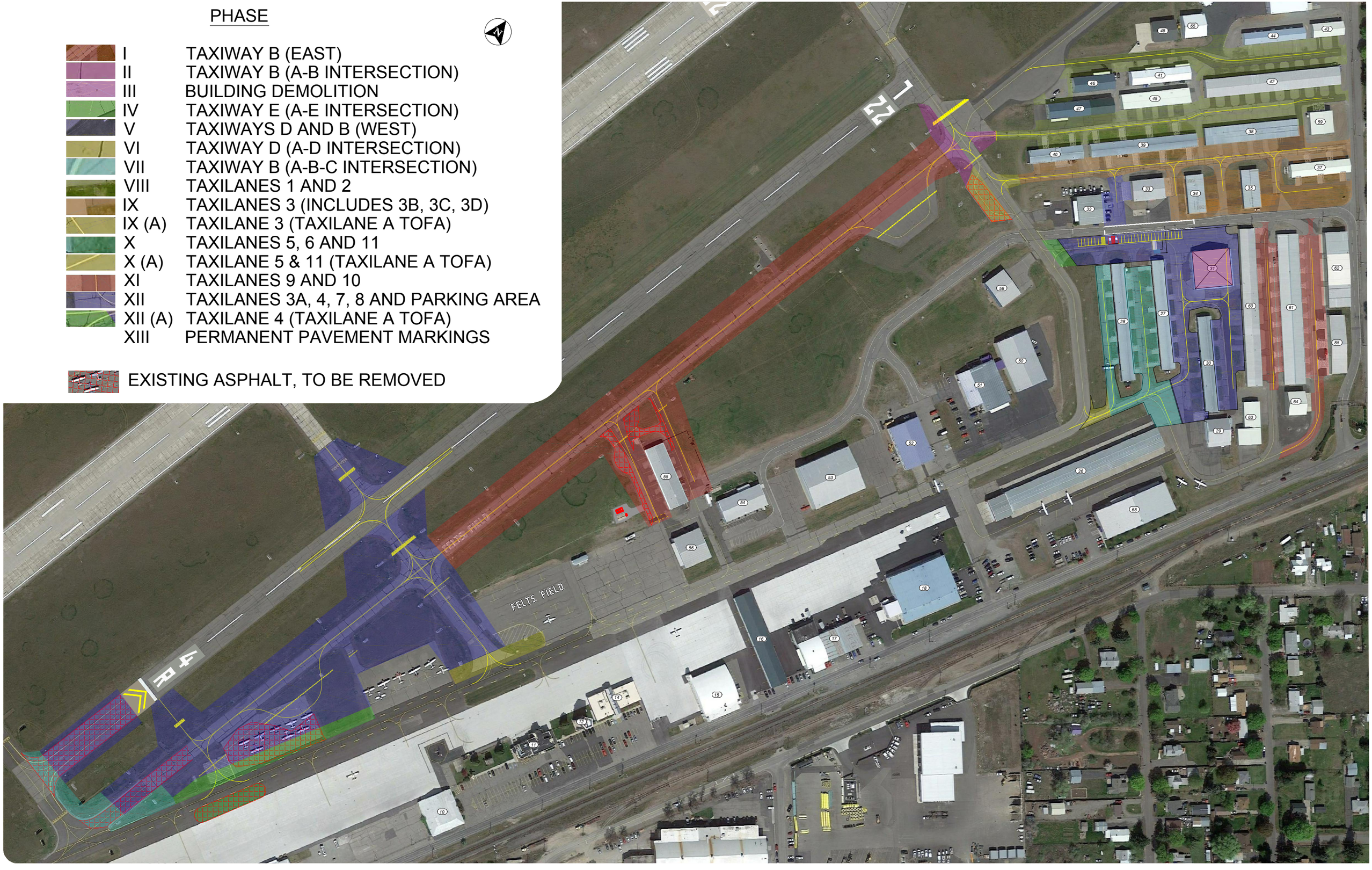
By: _____

Title: _____

PHASE

	I	TAXIWAY B (EAST)
	II	TAXIWAY B (A-B INTERSECTION)
	III	BUILDING DEMOLITION
	IV	TAXIWAY E (A-E INTERSECTION)
	V	TAXIWAYS D AND B (WEST)
	VI	TAXIWAY D (A-D INTERSECTION)
	VII	TAXIWAY B (A-B-C INTERSECTION)
	VIII	TAXILANES 1 AND 2
	IX	TAXILANES 3 (INCLUDES 3B, 3C, 3D)
	IX (A)	TAXILANE 3 (TAXILANE A TOFA)
	X	TAXILANES 5, 6 AND 11
	X (A)	TAXILANE 5 & 11 (TAXILANE A TOFA)
	XI	TAXILANES 9 AND 10
	XII	TAXILANES 3A, 4, 7, 8 AND PARKING AREA
	XII (A)	TAXILANE 4 (TAXILANE A TOFA)
	XIII	PERMANENT PAVEMENT MARKINGS

EXISTING ASPHALT, TO BE REMOVED



Agenda Sheet for City Council Meeting of: 08/31/2015		**Date Rec'd**	8/19/2015
		Clerk's File #	OPR 2015-0753
		Renews #	
Submitting Dept	AIRPORTS	**Cross Ref #**	
Contact Name/Phone	LISA 455-6406	**Project #**	
Contact E-Mail	LCORCORAN@SPOKANEAIRPORTS.N	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	AIRPORTS - PRE-APPROVAL FAA GRANT AGREEMENT		

Agenda Wording

Authorization to enter into Grant Agreement 3-53-0073-030 from the Federal Aviation Administration - Airport Improvement Program-$4,920,207.

Summary (Background)

The Airport received notification of a Grant Offer from the FAA that will only have a 1-day turn-around signature period to execute. While the Airport has not received the document, the Airport would like to obtain pre-approval from the City and Spokane County to execute the Grant Agreement once received. The grant is for construction and construction management services for Taxiways B, D, & E & 18 taxilanes due to poor or failed structural pavement sections & lack of drainage systems.

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

Approvals		**Council Notifications**	
Dept Head	PFISTER, TERRI	**Study Session**	
Division Director		**Other**	
Finance	SALSTROM, JOHN	**Distribution List**	
Legal	DALTON, PAT	lkrauter@spokaneairports.net	
For the Mayor	SANDERS, THERESA	lcorcoran@spokaneairports.net	
Additional Approvals		jthielmann@spokaneairports.net	
Purchasing			

NO: _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF OBTAINING PRE-APPROVAL AND AUTHORIZING THE EXECUTION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION GRANT OFFER FOR PROJECT NO. 3-53-0073-030-2015 AT FELTS FIELD	)))))	RESOLUTION

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

WHEREAS, pursuant to the provisions of Chapter 14.08 RCW, the City of Spokane and County of Spokane have entered into an interlocal agreement for the ownership and operation of the Spokane Airport, including Spokane International and Felts Field Airports; and

WHEREAS, the United States Department of Transportation, Federal Aviation Administration, has offered a grant to the City of Spokane and County of Spokane for a project associated with Felts Field, referred to as Project No. 3-53-0073-030-2015; and

WHEREAS, Felts Field is seeking pre-approval for said grant offer, and once received, will forward to the respective legislative authorities of the City of Spokane and County of Spokane for their execution.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, Washington that either the Chair of the Board or a majority of the Board is hereby authorized to execute that document entitled "U.S. Department of Transportation Federal Aviation Administration Grant Agreement Part 1 - Offer for Felts Field - Project No. 3-53-0073-030-2015," a grant offer in the amount of $4,920,207.00 toward the reconstruction of the taxiways and taxilanes known as the “Taxiways B, D, and E and Taxilanes Project”.

APPROVED BY THE BOARD this _____ day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

_____
Todd Mielke, Chair

ATTEST:
CLERK OF THE BOARD

_____
Shelly O’Quinn, Vice-Chair

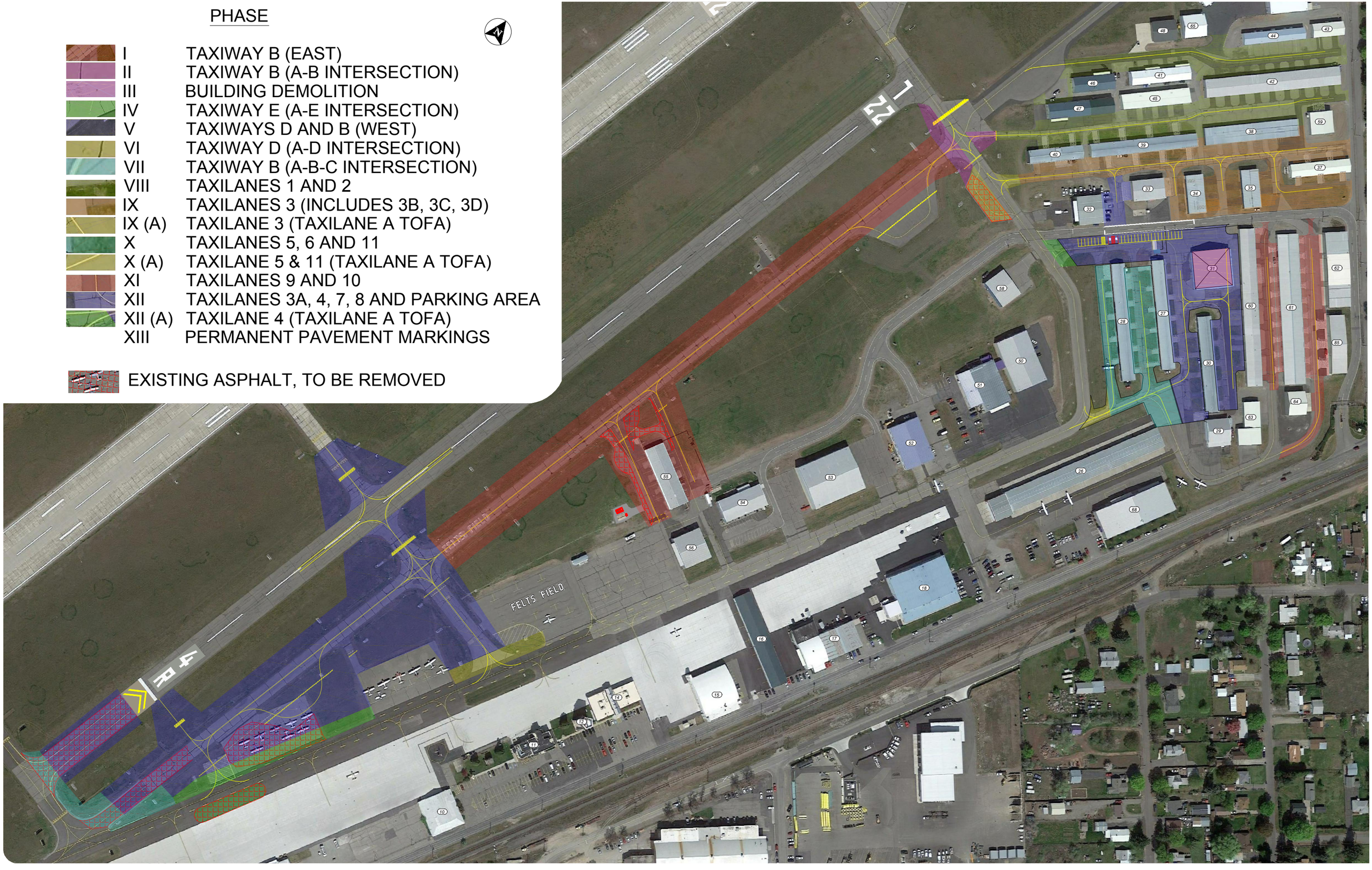
_____
Daniela Erickson

_____
Al French, Commissioner

PHASE

	I	TAXIWAY B (EAST)
	II	TAXIWAY B (A-B INTERSECTION)
	III	BUILDING DEMOLITION
	IV	TAXIWAY E (A-E INTERSECTION)
	V	TAXIWAYS D AND B (WEST)
	VI	TAXIWAY D (A-D INTERSECTION)
	VII	TAXIWAY B (A-B-C INTERSECTION)
	VIII	TAXILANES 1 AND 2
	IX	TAXILANES 3 (INCLUDES 3B, 3C, 3D)
	IX (A)	TAXILANE 3 (TAXILANE A TOFA)
	X	TAXILANES 5, 6 AND 11
	X (A)	TAXILANE 5 & 11 (TAXILANE A TOFA)
	XI	TAXILANES 9 AND 10
	XII	TAXILANES 3A, 4, 7, 8 AND PARKING AREA
	XII (A)	TAXILANE 4 (TAXILANE A TOFA)
	XIII	PERMANENT PAVEMENT MARKINGS

EXISTING ASPHALT, TO BE REMOVED



Agenda Sheet for City Council Meeting of: 08/31/2015		Date Rec'd	8/19/2015
		Clerk's File #	OPR 2015-0754
		Renews #	
Submitting Dept	BUSINESS & DEVELOPER SERVICES	Cross Ref #	
Contact Name/Phone	SCOTT 625-6584	Project #	2015134
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 15917
Agenda Item Name	0750 - DIVISION STREET TRIANGLE		

Agenda Wording

An Agreement for Services by and between the City of Spokane and the Spokane Public Facilities District, providing for the construction of improvements to the Division Street Triangle. (Riverside Neighborhood Council)

Summary (Background)

The City, WSDOT, WSU-Spokane, DSP, UDDA and the Public Facilities District have entered into a Letter of Understanding regarding improvement of the Division Street Triangle. Council was briefed of a request to provide $200,000 of parking revenue in spring 2015. The UDDA has also recommended use of $15,000 of UDRA revenue for the project. The PFD issued an RFP and a low bid has been awarded. PFD will manage the construction of this gateway improvement. Expected completion date is November 2015.

Fiscal Impact		Budget Account
Expense	$ 200,000.00	# 1460 21200 94000 56501 99999
Expense	$ 15,000.00	# 3502 79130 95100 56301 99999
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MEULER, LOUIS	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PCED 8/17/15
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	aworlock@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		jsalstrom@spokanecity.org	
		smsimmons@spokanecity.org	
		bstuckart@spokanecity.org	
		ktwohig@spokanepfd.org	

AGREEMENT FOR SERVICES
Division Street Triangle Gateway

THIS AGREEMENT on this ____ day of _____, 2015 ("**Effective Date**") is made by and between the City of Spokane, a first class charter city ("**City"**), and the Spokane Public Facilities District, a municipal corporation of the State of Washington ("**District**"),

WHEREAS, the City of Spokane, a first class charter city, the Washington State Department of Transportation, a state agency, Washington State University Spokane, the Downtown Spokane Partnership, the University District Development Association and the Spokane Public Facilities District, a municipal corporation of the State of Washington (hereinafter the "**Parties"**) have entered into the Letter of Understanding, attached as Exhibit A, ("**LOU**") to provide for the design and improvement of the Division Street Triangle ("**Triangle**");

WHEREAS, through the District a design consultant has been engaged, a budget developed, attached as Exhibit B, and art commissioned to improve and enhance the Triangle;

WHEREAS, the University District Development Association ("**UDDA**") Board makes recommendations to the City of Spokane regarding the use and expenditures of revenue from the University District Revitalization Area ("**UDRA**") and on March 3, 2015, the UDDA Board voted unanimously to recommend the use of $15,000.00 of incremental local property tax allocation revenue towards the Triangle project; and

WHEREAS, the Parties desire to provide for the reconstruction of the Triangle pursuant to this Agreement.

IN CONSIDERATION of the terms and conditions contained herein the parties agree as follows:

1. **Work to Be Performed.** The District, acting as an agent for the Parties, shall contract for the improvement of the Triangle in accord with the design documents approved by the DST Design Committee (as defined in the LOU) (the "**Work**"), attached as Exhibit C. The District will engage a licensed and bonded contractor ("**Contractor**") to furnish all equipment, supplies, material and labor to perform the Work.

Prior to commencing Work, the District will require the Contractor to obtain liability insurance in an amount of not less than two million dollars per occurrence to protect against personal injury and property damage in a form acceptable to the District naming the City as an additional named insured.

The District CEO or designee shall administer and be the primary contact for Contractor.

2. **Term of Contract.** This Agreement shall be in full force and effect upon the Effective Date and shall terminate upon completion of the Work or final payment of the consideration, whichever occurs last.

3. **Consideration and Payment.** In consideration for the District performing the services herein, the City of Spokane shall pay the amount of $215,000.00 ("**Contracting Parties Contribution**") to the District, which includes $15,000.00 of UDRA revenue per the recommendation of the UDDA Board of Directors. The first payment of $115,000.00 is due on or before November 15, 2015 and the remaining payment of $100,000.00 is due by July 1, 2016. The Contracting Parties Contribution is intended to pay for the costs, expenses and fees of the Work ("**Cost of the Work**"), attached as Exhibit D. The Parties acknowledge and agree that the Contracting Parties Contribution may be increased due to a change, modification or increase in the Cost of the Work. In such event, each Contracting Party shall be notified in writing. Any request to provide funds exceeding $215,000.00 would need approval by the City. The financial commitment of the Parties is attached as Exhibit E. Nothing herein shall make the District solely responsible for the Cost of the Work.

4. **Changes in the Work and Reporting.** Upon notice from the Contractor, the District shall advise the Contracting Parties of any request by the Contractor for an increase in the Cost of the Work. All other changes or requests for additional compensation from the Contractor shall require the written approval of the Contracting Parties. Periodically and upon request, the District shall provide a written summary of the Work, the progress schedule and the costs incurred to date.

5. **Applicable Laws and Standards.** The Parties, in the performance of this agreement, agree to comply with all applicable Federal, State, Local laws, City ordinances, and the District's standards of practice when performing a construction project.

6. **Indemnification and Hold Harmless.** Each party shall indemnify and hold the other, its officers, employees, agents and volunteers harmless from and against any and all claims, demands, orders, decrees or judgments for injuries, death or damage to any person or property arising or resulting from any act or omission on the part of said party or its agents, employees or volunteers in the performance of this Agreement.

7. **Entire Agreement.** This written agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified or altered except in writing signed by the Parties.

8. **Records.** The Parties or their representatives shall have full access to and the right to examine during normal business hours the District's records with respect to all matters covered in this agreement. Such representatives shall be permitted to audit, examine and make copies of such records including invoices, payments, communications and records of matters covered by this Agreement.

9. **Counterparts**. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original document, but all of which together will constitute one and the same instrument

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

CITY OF SPOKANE

By: _____
David Condon, Mayor

Date: _____

Attest:

By: _____
Terry Pfister, City Clerk

Date: _____

Approved as to Form:

By: _____
Assistant City Attorney

Date: _____

SPOKANE PUBLIC FACILITIES DISTRICT

By: _____
Kevin J. Twohig, CEO

Date: 8/13/15

Exhibit A
Letter of Understanding

SPOKANE
PUBLIC FACILITIES
DISTRICT

July 7, 2014

City of Spokane
Attn: Mayor Condon
Seventh Floor, City Hall
808 West Spokane Falls Blvd.
Spokane, WA 99201

Downtown Spokane Partnership
Attn: Business Improvement District
211 North Wall, Suite 300
Spokane, WA 99201

University District Development Association
Attn: Mark Richard
211 North Wall, Suite 300
Spokane, WA 99201

Washington State Department of Transportation
Attn: Keith Metcalf
2714 N. Mayfair Street
Spokane, WA 99201-2050

Washington State University Spokane
Attn: Dr. Lisa Brown
PO Box 1495
Spokane, WA 99210

Re: Design and Development of the "Division Street Triangle"

Ladies and Gentlemen:

The purpose of this letter (the "**Letter of Intent**") is to set forth the preliminary interest and understanding of the Spokane Public Facilities District, a municipal corporation of the State of Washington (the "**District**"), the City of Spokane, a municipal corporation of the State of Washington (the "**City**"), the Downtown Spokane Development Association, Inc., d/b/a Downtown Spokane Partnership, a Washington nonprofit corporation (the "**Association**"), the University District Development Association, a Washington nonprofit association (the "**UDDA**") and the Washington State Department of Transportation ("**WSDOT**") with respect to the design and development of the Division Street Triangle (the "**DST Project**" or "**Project**"). The District, City, Association, and UDDA are each sometimes referred to collectively as the "**Parties**" and individually as a "**Party**."

This Letter of Intent is not intended to create a binding legal obligation on the Parties, or on the part of any other person or entity, until such time as definitive agreements providing for all of the terms, covenants, conditions and understandings of the DST Project are executed and

WEST 720 MALLON AVENUE SPOKANE WASHINGTON 99201 P 509.279.7000 F 509.279.7058 spokanepfd.org

binding. The Parties further represent to each other that upon the execution of this Letter of Intent they will individually and collectively exercise good faith and best efforts to take all actions reasonably necessary to fulfill the terms and intent set forth herein, subject to necessary approvals of the above-referenced definitive agreements.

1. Background and Purpose. The City owns certain real property located at the intersection of Division Street and Spokane Falls Boulevard, commonly referred to as the Division Street Triangle. In an effort to revitalize the entry areas to downtown Spokane, the Parties desire to enhance the Division Street Triangle streetscape by providing for the design, construction, and maintenance of improvements, signage, wayfinding, landscaping, and art to be placed at the Division Street Triangle.

2. Authority for Commissioning the DST Project. The Parties acknowledge that Division Street is part of the State Highway system pursuant to Chapter 47.24 *et seq.* of the Revised Code of Washington ("**RCW**"). However, pursuant to RCW 47.24.020, the City maintains jurisdiction and control for all areas beyond the curbs and beyond that portion of the highway used for highway purposes; provided, pursuant to RCW 47.24.020(150, no nontransportation use may be made of such areas without the prior written approval of WSDOT. The DST Project is located beyond the curbs and beyond that portion of the highway used for highway purposes; therefore, the City has the authority to commission the DST Project, subject to WSDOT's approval. In addition, under RCW 36.100 *et seq.*, the District possesses the authority to retain a design consultant and through the public works contracting procedure be responsible for the construction of the improvement and maintenance of the DST Project.

3. Design and Construction. Each Party has a vested interest in the betterment of the City's landscape; accordingly, the Parties shall collaborate on the design of the DST Project through the creation of a design committee (the "**DST Design Committee**" or "**Committee**"). In addition, the Parties shall develop a schedule and process for selecting the DST Project design; construction of the Project; and such other matters as reasonably necessary.

The DST Design Committee shall be composed of five Party members, with at least one member from each Party being represented. Each Party may appoint one Committee member.

Subsequent to the DST Design Committee selection, the District will initiate the DST Project by retaining a design consultant, to design and construct the Project, through a request for qualifications. Upon retaining the design consultant, the Committee shall be charged with obtaining input from the Parties on the DST Project design, estimated cost and schedule. The design consultant shall develop a rendering and drawings to be submitted and approved by the Committee.

4. Ongoing Maintenance and Improvements. After the completion of the Project, the District shall be responsible for all routine maintenance, as reasonably determined by the District.

5. Financial Commitments. In consideration of the Parties' common goals for the creation of the DST Project, each Party shall commit to sharing equally the cost for design and

construction of the Project. To further the purposes of this Letter of Intent, a Party by signing below agrees to exercise best efforts to commit the amount of ten thousand dollars ($10,000.00) toward the initial design of the Project.

6. Authority of the Parties. By signing this Letter of Understanding, each Party represents and warrants to the other Parties that it has authority to sign the same, but parties also acknowledge that this Letter of Understanding does not create a binding legal obligation of the Parties until definitive agreements are properly authorized and executed.

7. Timing of the Project. To facilitate development of the Project, each Party is requested to return this Letter of Intent by August 1, 2014.

Sincerely,

Kevin Twohig
CEO
Spokane Public Facilities District

The City of Spokane,
a municipal corporation of the State of Washington

Signature: _____

Print name: _____

Title: _____

Date: _____

The Downtown Spokane Development Association, Inc.,
a Washington nonprofit corporation

Signature: _____

The University District Development Association
a Washington nonprofit association

Signature: _____

Print name: _____

Title: _____

Date: _____

Washington State Department of Transportation

Signature: _____

Print name: _____

Title: _____

Date: _____

Washington State University Spokane

Signature: _____

Print name: _____

Title: _____

Date: _____

Exhibit B
Project Budget
Construction and Art Fabrication/Installation

S P V V Landscape Architects

Probable Cost of Construction

Division Street Triangle Gateway Project
Schematic Design
11/7/2014

Item	Unit	Unit Price	Quantity	Subtotal	Total
Mobilization					
Mobilization (8% of total cost)	%	8.00%	$201,928	$16,154	
SUB-TOTAL					$ 16,154
Demolition					
Remove existing ACP (no grind)	c.y.	$55.00	235	$12,925	
Sawcut Asphalt	l.f.	$2.00	1,177	$2,354	
Remove existing concrete jersey barriers	l.f.	$10.00	520	$5,200	
Tree removal	ea.	$800.00	4	$3,200	
SUB-TOTAL					$ 23,679
Earthwork					
Rough Grading - Site Prep	c.y.	$18.00	356	$6,408	
Soil mounding	c.y.	$15.00	477	$7,155	
Amended Topsoil (4-6")	c.y.	$35.00	356	$12,460	
Soil Preparation (fine grading)	s.f.	$0.12	19255	$2,311	
SUB-TOTAL					$ 28,334
Hardscape					
Decorative Concrete Jersey Barriers	l.f.	$100.00	520	$52,000	
Concrete Service Vehicle Apron	s.f.	$8.00	536	$4,288	
SUB-TOTAL					$ 56,288
Utilities					
LED Uplighting (Trees)	ea.	$1,000.00	6	$6,000	
Controllers, trenching, wire	lump	$17,500.00	1	$17,500	
SUB-TOTAL					$ 23,500
Irrigation					
Irrigation Modifications to Existing System	lump	$5,000.00	1	$5,000	
Drip irrigation	per plant	$18.00	422	$7,596	
SUB-TOTAL					$ 12,596
Landscaping					
Rock Mulch(2")	c.y.	$55.00	121	$6,655	
Weed Barrier	s.f.	$0.15	19255	$2,888	
Shrubs-Ev./Dec. - 2 Gallon	ea.	$24.00	422	$10,128	
Shrubs-Ev./Dec. - 5 Gallon	ea.	$45.00	608	$27,360	
SUB-TOTAL					$ 47,031
Site Furnishings					
Monument Signage	lump	$20,000.00	1	$20,000	
SUB-TOTAL					$ 20,000
GRAND TOTAL			Subtotal		$ 227,582
			Contingency	10%	$ 22,758
			Subtotal		$ 250,340
			Sales Tax	8.70%	$ 21,780
			Grand Total		**$ 272,120**

Triangle Island REDBAND PROJECT- Final Budget

Freestanding 3-D Traffic Island Sculpture-*Submitted 12-29-2014 by Ken Spiering*

Materials, Sub-Contractors, Labor, Rentals, Outside Costs

Design work, planning, engineering, contract development	$20,000.00
Production by specialty shop of copper rounds	$ 7,500.00
Stainless aircraft cable, cable crimps (estimated)	$ 1,000.00
Custom rolling of pipe	200.00
Stainless steel plate (11 ga.)	2,200.00
Custom shearing	450.00
Brass eyelets	230.00
Stainless steel pipe fabricated for upright fish shape (framework)	12,800 .00
Structural steel for bracing	425.00
Fabricated re-bar concrete reinforcement for foundation	1,300.00
Pre-mix concrete for foundation	1,700.00
Custom-made 7 sheets 3/16" X 4" welded wire panels	750.00
Cold galvanizing compound	125.00
Grinding wheels, flap wheels, grinders	500.00
Hot-dip galvanizing for all	800.00
Sandblasting fish-shape framework	500.00
Construction fencing	435.00
Vitreous enamel for copper rounds	3,500.00
Crane and operator for installation	1,700.00
Equipment rental (lift)	1,350.00
7 days traffic control, traffic plan	4,900.00
Traffic obstruction permit fees (4 periods – 6 days each)	180.00
Cost of City street obstruction bond (2 years)	200.00
Employee's labor	12,000.00
Subtotal	**$ 74,745.00**
20% Cost increases, surcharges, unanticipated expenses, including an allowance for foundation work materials, equipment and labor	
TOTAL Contingent Costs	**$14,949.00**
Artist's Time, Studio and Shop Overhead Costs Includes Artist's labor, contractor services, studio and shop expenses i.e. tools, utilities, supplies, maintenance, depreciation, business percentage of monthly rent (mortgage) payment, taxes, license and insurance. ($115.00/hour-about 750 hours)	**$ 86,250.00**
SUBTOTAL	**$175,944.00**
Retail Tax (.087)	**$15,307.13**
TOTAL	**$191,251.13**

Exhibit C
Scope of Work

SECTION 01100

SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Work covered by the Contract Documents.
2. Work phases.
3. Work under other contracts.
4. Use of premises.
5. Owner's occupancy requirements.
6. Specification formats and conventions.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: Division Street Triangle Gateway Project, SPVV Landscape Architects project # 1504

1. Project Location: Traffic island located at the intersection of Division Street and Spokane Falls Blvd., Spokane, WA 99201

B. Owner: City of Spokane. Project managed by the Spokane Public Facilities District

1. Owner's Representative: SPVV Landscape Architects, 1908 W. Northwest Blvd., Suite A, Spokane, WA 99205

C. Landscape Architect Project Manager: Anne Hanenburg, SPVV; 509-325-0511 fax: 509-325-0557. Email anne@spvv.com

D. The Work consists of the following, as graphically represented on Sheet L-1:

1. The Work includes:
   a. Hardscape, landscape, and electrical modifications in the traffic island bordered by northbound Division Street, southbound Division Street, and Spokane Falls Blvd.
   Work includes: asphalt removal, removal of (4) trees, existing irrigation, and tree wells, removal of existing luminaires, conduit and conductors.
   Installation of: topsoil, trees and groundcover, filter fabric behind jersey barrier, irrigation, rock mulch and basalt cobble. Installation of concrete monument sign and street signage, structural concrete footing for sculpture, LED lighting for sculpture, and jersey barrier.

E. Project will be constructed under a single prime contract.

1.3 WORK PHASES

A. The Work shall be conducted in a single phase:

1. Spokane Public Facilities District will negotiate with successful bidder an acceptable work schedule, date of substantial completion, and final date(s) the project will be completed no later than November 30, 2015.

2. Contractor shall be responsible for all traffic control, traffic control plans, and permits required for one (1) lane closure along west-bound Spokane Falls Boulevard -- City of Spokane estimates the fee at approximately $2,400 for 2-months. This covers the cost of inspecting traffic control; and the coordination with WSDOT for brief closures during sculpture installation along Division Street. The City will not charge obstruction permit fees for the island area since there is no impact to public access.

B. Before commencing Work, submit a schedule showing the sequence, commencement, the understanding of completion dates, and move-out and -in dates of all areas of the Work.

1.4 WORK UNDER OTHER CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

B. Preceding Work: None.

1.5 USE OF PREMISES

A. Use of Site: Limit use of premises to work in areas indicated in drawings and as negotiated with Owner prior to beginning work. Contractor's use of premises is limited by Owner's right to perform work and retain other contractors on portions of Project throughout the construction period. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Entrance to Site: Site entrance clear at all times. Do not use this area for parking or storage of materials.

   a. Schedule deliveries to minimize use of entrance.
   b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B. Repair damage caused by construction operations. Protect existing features, light poles, signage and utilities to remain.

1.6 OWNER'S OCCUPANCY REQUIREMENTS

1. Do not continuously obstruct site entrance.

2. Provide appropriate protection measures and signage to mitigate pedestrian or vehicular access in and around construction site at all times.

3. Landscape Architect/Owner will prepare a Certificate of Substantial Completion once all Work is ready and is ready to be permanently occupied by Owner.
4. After 1-year from date of Final Completion, Owner will assume responsibility for maintenance and custodial service for project site.

1.7 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.

1. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

Exhibit D
Contractor Bid Results

Division Street Triangle Gateway Project
5/28/2015

Contractor	Base Bid Amount	Add Alternate	Total	Bond Included	Bid Proposal Signed	Addendum 1 Received
Land Expressions	$196,986.00	$61,835.00	$258,821.00	X	X	X
TerraBella Inc.	$197,000.00	$52,900.00	$249,900.00	X	X	X
Cameron Reilly	$225,397.00	$58,085.00	$283,482.00	X	X	X
Engineers Estimate			$273,860.00			

Exhibit E
Parties – Financial Commitment

Division Street Triangle Gateway Project

Parties	Financial Commitment - Phase 2		
	Construction	Art	Total
BID	$ 25,000.00		$ 25,000.00
City of Spokane	$ 200,000.00		$ 200,000.00
SPFD		$ 200,000.00	$ 200,000.00
U-District	$ 15,000.00		$ 15,000.00
WSDOT	$ 10,000.00		$ 10,000.00
WSU Spokane	$ 25,000.00		$ 25,000.00
Total	$ 275,000.00	$ 200,000.00	$ 475,000.00

BRIEFING PAPER
City of Spokane
PCED August 17, 2015

Subject

Approval of contract with the Public Facilities District (PFD) for City's financial support for gateway improvements at the Division Street Triangle.

Background

The PFD solicited support from various community entities in early 2015. Council was briefed of a request to provide $200,000 in support via PCED meeting in spring 2015. Subsequent to this the PFD issued an RFP for services to improve the Division Street Triangle. The bids have come back and a low bid has been awarded. PFD will manage the construction of this gateway improvement. Expected completion date is Nov 2015.

Impact

The City will contribute $200,000 in support paid through surplus parking fund revenue. The 1st payment will be made in November 2015 and the 2nd payment will be made by July 2016.

Action

Council's approval of attached agreement is requested.

Funding

Parking fund revenue surpluses from 2015 and 2016.

Agenda Sheet for City Council Meeting of: 09/14/2015		Date Rec'd	8/19/2015
		Clerk's File #	OPR 2011-0749
		Renews #	
Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	LLOYD BREWER 625-6968	Project #	
Contact E-Mail	LBREWER@SPOKANECITY.ORG	Bid #	3807-11
Agenda Item Type	Contract Item	Requisition #	CR 15896
Agenda Item Name	4360 ANATEK LABS INC CONTRACT RENEWAL		

Agenda Wording

One (1) year contract renewal with Anatek Labs, Inc. (Spokane, WA) to provide bacteriological and chemical analysis of groundwater and drinking water for Solid Waste Disposal, Water, and Wastewater Departments. Estimated expenditure $59,236.00.

Summary (Background)

This is the last of two one year extensions provided for in a contract that was authorized by the City Council on September 26, 2011. The using Departments, Solid Waste Disposal, Water, and Wastewater Management along with Environmental Programs recommend renewal of this contract with Anatek Labs, Inc. The analytical services of this contract laboratory will fulfill operational needs and meet federal and state regulatory requirements for water monitoring.

Fiscal Impact		Budget Account
Expense	$ 22,500.00	# 4100-42460-34141-54201
Expense	$ 14,167.00	# 4490-44800-53748-54201
Expense	$ 11,884.00	# 4490-44850-53748-54201
Expense	$ 10,185.00	# 4490-45600-53748-54201

Approvals		Council Notifications	
Dept Head	LUKAS, ED	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 8/24/2015
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	dkegley@spokanecity.org	
For the Mayor	SANDERS, THERESA	cconklin@spokanecity.org	
Additional Approvals		darnold@spokanecity.org	
Purchasing	PRINCE, THEA	kathy@anateklabs.com	
		bpatrick@spokanecity.org	
		mhughes@spokanecity.org	
		dgreenlund@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact		**Budget Account**
Expense	**$** 500.00	**#** 4320-43260-35148-54101
Select	**$**	**#**

Distribution List

kgimpel@spokanecity.org	
brickard@spokanecity.org	
jdonovan@spokanecity.org	
sganderson@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Environmental Programs
August 24, 2015

Subject:
One-year contract renewal with Anatek Labs, Inc. to provide bacteriological and chemical analysis of water for Solid Waste Disposal, Wastewater, and Water Departments.

Background:
On July 15, 2011 the City distributed Request for Proposals #3426-07 Chemical-Bacteriological Analysis Ground-Drinking Water Samples by email to 99 recipients. On August 8, 2011 the City received 5 submittals and contracted with Anatek Labs Inc. The contract term was for three years with two one-year renewals. This will be the last of the two renewals. Environmental Programs, Solid Waste Disposal, the Water Department, and Wastewater Management Department recommend renewal of this contract with Anatek Labs, Inc.

Impact:
The Water Department, Wastewater Department, and Solid Waste Disposal Department will utilize the analytical services of this contract laboratory to fulfill operational needs and meet federal and state regulatory requirements for water monitoring. Funds required for this one year contract extension are estimated to be approximately $36,236 for Solid Waste, $500 for Wastewater, and $22,500 for the Water Department. These estimates are subject to regulatory and operational changes.

Action:
Recommend approval.

Funding:
Funds will come from these utility department's budgets which are customer rate based.

For further information, please contact Rick Romero, Director of Utilities Division 625-6361 or rromero@spokanecity.org.

City Clerk's No. OPR 2011-0749

CONTRACT EXTENSION #2

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and ANATEK LABS, INC., whose address is 504 East Sprague Avenue, Suite D, Spokane, Washington 99202 as "Anatek".

WHEREAS, the parties entered into a Contract wherein Anatek agreed to perform CHEMICAL AND/OR BACTERIOLOGICAL ANALYSIS ON GROUND/DRINKING WATER SAMPLES, in accordance with the City's Request for Proposals No. 3807-11; and

WHEREAS, the original Contract allowed for renewals, upon mutual written agreement, for two (2) additional one (1) year terms; and

WHEREAS, the City would like to extend this Contract for the second and last one (1) year term allowed; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The Contract dated October 03, 2011, 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 are hereby extended and shall run through September 30, 2016.

Dated: _____ CITY OF SPOKANE

By: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Dated: _____

ANATEK LABS, INC.

E-Mail address:_____

_____

By: _____

Title: _____

15-171

Agenda Sheet for City Council Meeting of: 08/31/2015		**Date Rec'd**	8/26/2015
		Clerk's File #	CPR 2015-0002
		Renews #	
Submitting Dept	ACCOUNTING	**Cross Ref #**	
Contact Name/Phone	LEONARD DAVIS 625-6028	**Project #**	
Contact E-Mail	LDAVIS@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Claim Item	**Requisition #**	
Agenda Item Name	5600-CLAIMS-2015		

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 8/24/15. Total:$ 5,972,013.14 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total: $ 5,286,432.72

Summary (Background)

Pages 1-27 Check numbers: 513988 - 514320 ACH payment numbers: 19905 - 19997 On file for review in City Clerks Office: 27 Page listing of Claims

Fiscal Impact		**Budget Account**
Expense	**$** 5,286,432.72	**#** Various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	BUSTOS, KIM	**Study Session**	
Division Director	DUNIVANT, TIMOTHY	**Other**	
Finance	SALSTROM, JOHN	**Distribution List**	
Legal	DALTON, PAT		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	402,336.24
1100	STREET FUND	143,426.22
1200	CODE ENFORCEMENT FUND	2,913.65
1300	LIBRARY FUND	18,568.25
1380	TRAFFIC CALMING MEASURES	75.48
1400	PARKS AND RECREATION FUND	32,320.54
1450	UNDER FREEWAY PARKING FUND	3,129.85
1460	PARKING METER REVENUE FUND	2,888.15
1510	SPOKANE RGL EMERG COM SYS	3,675.48
1540	HUMAN SERVICES GRANTS FUND	23,991.26
1620	PUBLIC SAFETY & JUDICIAL GRANT	3,660.06
1630	COMBINED COMMUNICATIONS CENTER	335,679.78
1640	COMMUNICATIONS BLDG M&O FUND	587.00
1680	CD/HS OPERATIONS	2,577.66
1690	COMM DEVELOPMENT BLOCK GRANTS	0.00
1970	FIRE/EMS FUND	207,675.73
3200	ARTERIAL STREET FUND	172,993.45
3404	2004 UTGO STREET BONDS	12,199.43
4100	WATER DIVISION	56,104.66
4250	INTEGRATED CAPITAL MANAGEMENT	12,472.63
4300	SEWER FUND	505,812.18
4480	SOLID WASTE FUND	28,698.23
4490	SOLID WASTE DISPOSAL	41,852.47
4600	GOLF FUND	4,358.06
4700	DEVELOPMENT SVCS CENTER	11,444.99
5100	FLEET SERVICES FUND	78,659.65
5200	PUBLIC WORKS AND UTILITIES	5,282.72
5300	IT FUND	98,715.73
5400	REPROGRAPHICS FUND	735.49
5600	ACCOUNTING SERVICES	9,367.45
5800	RISK MANAGEMENT FUND	9,245.99
5810	WORKERS' COMPENSATION FUND	1,865.33
5820	UNEMPLOYMENT COMPENSATION FUND	12.64
5830	EMPLOYEES BENEFITS FUND	1,040,408.46
5900	ASSET MANAGEMENT FUND OPS	13,336.71
6060	EMPLOYEES' RETIREMENT FUND	918.41
6070	FIREFIGHTERS' PENSION FUND	8,328.67
6080	POLICE PENSION FUND	10,430.64
6960	SALARY CLEARING FUND NEW	1,979,683.38
	TOTAL:	5,286,432.72

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80019993	250.00
SPOKANE TRANSIT AUTHORITY	CONTRACTUAL SERVICES CHECK NO. - 00514262	4,869.61
TOTAL FOR 0020 - NONDEPARTMENTAL		5,119.61

0030 - POLICE OMBUDSMAN

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS CHECK NO. - 00514185	373.00
COPIERS NORTHWEST INC	MISC SERVICES/CHARGES ACH PMT NO. - 80019935	25.82
TOTAL FOR 0030 - POLICE OMBUDSMAN		398.82

0100 - GENERAL FUND

FULCRUM INSTITUTE DISPUTE RESOLUTION CLINIC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00514256	11,270.67
OUR PLACE COMMUNITY MINISTRIES AND J U CONTRACTING INC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00514228	36,115.02
SPOKANE INT'L AIRPORT AIRPORT PARKING TICKETS	DEPOSIT-AIRPORT PARK VIOLATION ACH PMT NO. - 80019965	646.14
WA STATE PATROL	DEPOSIT-SPD STATE REMITTANCE CHECK NO. - 00514211	4,414.00
TOTAL FOR 0100 - GENERAL FUND		52,445.83

0230 - CIVIL SERVICE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	560.00
PAMELA CLARKE	OFFICE SUPPLIES ACH PMT NO. - 80019971	58.18
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	1,769.67
TOTAL FOR 0230 - CIVIL SERVICE		2,387.85

0260 - CITY CLERK

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00514223	155.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00514238	882.02
	TOTAL FOR 0260 - CITY CLERK	1,037.02

0320 - COUNCIL

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00514223	600.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00514238	2,018.26
	TOTAL FOR 0320 - COUNCIL	2,618.26

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00514223	330.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00514238	1,539.51
	TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS	1,869.51

0370 - ENGINEERING SERVICES

CHIPMAN UNITED/DIV OF CHIPMAN	CONTRACTUAL SERVICES	
MOVING & STORAGE	CHECK NO. - 00514191	560.00
COWLES PUBLISHING COMPANY	ADVERTISING	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80019936	1,775.34
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00514223	2,975.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00514238	11,999.52
	TOTAL FOR 0370 - ENGINEERING SERVICES	17,309.86

0410 - FINANCE

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00514223	480.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00514238	1,823.56

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0410 - FINANCE		2,303.56

0430 - GRANTS MANAGEMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	150.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	533.09
TOTAL FOR 0430 - GRANTS MANAGEMENT		683.09

0450 - COMM & NEIGHBHD SVCS DIVISION

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	75.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	359.92
TOTAL FOR 0450 - COMM & NEIGHBHD SVCS DIVISION		434.92

0460 - MY SPOKANE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	255.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	896.28
TOTAL FOR 0460 - MY SPOKANE		1,151.28

0470 - HISTORIC PRESERVATION

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80019936	100.91
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	75.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	316.41
TOTAL FOR 0470 - HISTORIC PRESERVATION		492.32

0500 - LEGAL

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80019932	980.70

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80019932	48.59
C & C YARD CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80019979	52.17
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	1,685.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	8,589.23
TOTAL FOR 0500 - LEGAL		11,355.69

0520 - MAYOR

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	240.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	1,711.06
TOTAL FOR 0520 - MAYOR		1,951.06

0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	135.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	610.80
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		745.80

0560 - MUNICIPAL COURT

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES CHECK NO. - 00514192	20.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	1,490.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES CHECK NO. - 00514197	454.40
SPOKANE MUNICIPAL COURT PUBLIC SAFETY BUILDING	BANK FEES CHECK NO. - 00514232	34.81
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	6,388.16
TOTAL FOR 0560 - MUNICIPAL COURT		8,387.37

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	135.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	404.13
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		539.13

0620 - HUMAN RESOURCES

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES CHECK NO. - 00514192	8.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	437.51
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES CHECK NO. - 00514201	333.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	1,628.03
TOTAL FOR 0620 - HUMAN RESOURCES		2,406.54

0650 - PLANNING SERVICES

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80019936	287.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	512.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	2,671.47
TOTAL FOR 0650 - PLANNING SERVICES		3,470.47

0680 - POLICE

ASSN OF CERTIFIED FRAUD EXAMINERS	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00514187	195.00
BLUMENTHAL UNIFORMS & EQUIP	CLOTHING ACH PMT NO. - 80019933	66.84
BRATWEAR/DIV OF ALPHA PARTS & SUPPLY INC	CLOTHING ACH PMT NO. - 80019906	7,802.49
CENTURYLINK	TELEPHONE CHECK NO. - 00514253	235.45

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CHOUGH INC dba EXTREME PRODUCTS	OPERATING SUPPLIES CHECK NO. - 00513989	5,137.60
GREAT FLOORS LLC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00514257	4,044.65
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	66,115.69
PROFESSIONAL LANGUAGE SERVICES ATTN: ELENA MCGIVERN	INTERPRETER COSTS CHECK NO. - 00514203	50.00
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00514261	2,226.92
SPOKANE CITY TREASURER	STORMWATER FEES CHECK NO. - 00514261	380.49
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00514261	1,505.98
SPOKANE COUNTY COMMUNICATIONS	TELEPHONE CHECK NO. - 00514207	587.72
SPOKANE COUNTY FACILITIES SPOKANE COUNTY TREASURER	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00514002	3,220.00
SPOKANE COUNTY INFO SYSTEMS SPOKANE COUNTY TREASURER	SPOKANE COUNTY MISC SERVICES CHECK NO. - 00514206	1,546.52
SPOKANE COUNTY TREASURER	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80019941	197.77
SPOKANE COUNTY TREASURER	TELEPHONE ACH PMT NO. - 80019941	655.21
SPOKANE INT'L TRANSLATION/DIV OF PERCIBA INC	INTERPRETER COSTS ACH PMT NO. - 80019942	150.00
SPOKANE SUNSCREEN	VEHICLE REPAIRS/MAINT SUPPLIES CHECK NO. - 00514233	173.92
UNITED PARCEL SERVICE	POSTAGE CHECK NO. - 00514209	85.78
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	32,970.82
WA STATE CRIMINAL JUSTICE TRAINING COMMISSION	REGISTRATION/SCHOOLING CHECK NO. - 00514210	24,504.00
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	446.97
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF I CHECK NO. - 00514243	22.51
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00514243	118,134.54

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00514244	575.00
TOTAL FOR 0680 - POLICE		271,031.87

0690 - PROBATION SERVICES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80019982	169.99
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES CHECK NO. - 00514192	4.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	690.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	2,418.78
TOTAL FOR 0690 - PROBATION SERVICES		3,282.77

0700 - PUBLIC DEFENDER

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80019931	28.55
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80019932	980.69
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80019932	48.59
A-1 SERVICE	LAUNDRY/JANITORIAL SERVICES CHECK NO. - 00514188	660.00
C & C YARD CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80019979	52.17
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80019982	247.89
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	1,235.00
MATTHEW BENDER & CO INC DBA LEXIS NEXIS MATTHEW BENDER	PUBLICATIONS CHECK NO. - 00514199	28.26
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	6,824.36
TOTAL FOR 0700 - PUBLIC DEFENDER		10,105.51

0750 - ECONOMIC DEVELOPMENT

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00514223	150.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00514238	658.10

TOTAL FOR 0750 - ECONOMIC DEVELOPMENT		808.10

1100 - STREET FUND

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80019931	46.92
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00514190	314.65
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80019982	516.43
CPM DEVELOPMENT CORP DBA	OTHER REPAIRS/MAINT SUPPLIES	
INLAND ASPHALT COMPANY	ACH PMT NO. - 80019908	49,671.44
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00514223	4,741.09
NORTH SPOKANE IRRIGATION	PUBLIC UTILITY SERVICE	
DIST #8	CHECK NO. - 00514200	28.00
OCCUPATIONAL MEDICINE	MEDICAL SERVICES	
ASSOCIATES PS	CHECK NO. - 00514201	556.00
ROBERT J HORROCKS	PERMITS/OTHER FEES	
	CHECK NO. - 00514221	102.00
SHAMROCK MANUFACTURING INC	OTHER REPAIRS/MAINT SUPPLIES	
	CHECK NO. - 00513998	59,679.55
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE	
	CHECK NO. - 00514261	1,219.82
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL	
	CHECK NO. - 00514261	1,079.22
TECHNICHEM CORPORATION	OPERATING SUPPLIES	
	ACH PMT NO. - 80019914	4,304.52
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00514238	18,030.34
VERIZON WIRELESS BELLEVUE	CELL PHONE	
	ACH PMT NO. - 80019946	118.23
WESTERN STATES ASPHALT	OTHER REPAIRS/MAINT SUPPLIES	
	CHECK NO. - 00514013	2,960.45
XO COMMUNICATIONS INC	TELEPHONE	
	ACH PMT NO. - 80019948	57.56

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1100 - STREET FUND		143,426.22

1200 - CODE ENFORCEMENT FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	565.00
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES CHECK NO. - 00514201	65.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	2,283.65
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		2,913.65

1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	3,085.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	15,483.25
TOTAL FOR 1300 - LIBRARY FUND		18,568.25

1380 - TRAFFIC CALMING MEASURES

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80019932	75.48
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		75.48

1400 - PARKS AND RECREATION FUND

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80019930	905.74
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	2,481.90
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES CHECK NO. - 00514201	312.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	28,620.90
TOTAL FOR 1400 - PARKS AND RECREATION FUND		32,320.54

1450 - UNDER FREEWAY PARKING FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PAR CONSTRUCTION COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80019938	2,211.04
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00514261	326.85
SPOKANE CITY TREASURER	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00514261	591.96
	TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND	3,129.85

1460 - PARKING METER REVENUE FUND

ACI NORTHWEST 6600 N GOVERNMENT WAY	DEPOSIT-MISCELLANEOUS DEPOSITS CHECK NO. - 00514227	50.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	658.94
STEVEN C FURFARO	CLOTHING CHECK NO. - 00514220	65.21
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	2,101.42
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80019946	12.58
	TOTAL FOR 1460 - PARKING METER REVENUE FUND	2,888.15

1510 - SPOKANE RGL EMERG COM SYS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	427.53
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	3,247.95
	TOTAL FOR 1510 - SPOKANE RGL EMERG COM SYS	3,675.48

1540 - HUMAN SERVICES GRANTS FUND

EMPIRE HEALTH FOUNDATION	CONTRACTUAL SERVICES CHECK NO. - 00514018	8,798.44
THE SALVATION ARMY	CONTRACTUAL SERVICES CHECK NO. - 00514020	15,192.82
	TOTAL FOR 1540 - HUMAN SERVICES GRANTS FUND	23,991.26

1620 - PUBLIC SAFETY & JUDICIAL GRANT

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	1,349.69
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	327.65
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00514243	1,982.72
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		3,660.06

1630 - COMBINED COMMUNICATIONS CENTER

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS CHECK NO. - 00514185	40.00
CENTURYLINK	TELEPHONE CHECK NO. - 00514190	403.65
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80019982	219.36
EVANS CONSOLES INC	OFFICE FURNITURE/EQUIPMENT CHECK NO. - 00513988	306,305.30
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	1,161.40
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514226	1,248.32
PRIORITY DISPATCH CORP/DIV OF MEDICAL PRIORITY CONSULTANTS	PROFESSIONAL SERVICES CHECK NO. - 00513995	3,000.00
PRIORITY DISPATCH CORP/DIV OF MEDICAL PRIORITY CONSULTANTS	SOFTWARE MAINTENANCE CHECK NO. - 00513995	420.00
PRIORITY DISPATCH CORP/DIV OF MEDICAL PRIORITY CONSULTANTS	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00513995	2,800.00
SPOKANE COUNTY TREASURER	OFFICE FURNITURE/EQUIPMENT ACH PMT NO. - 80019912	9,070.89
STUART CONSULTING GROUP INC	CONTRACTUAL SERVICES ACH PMT NO. - 80019944	4,800.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	4,856.93
WA STATE DEPT OF REVENUE	PROFESSIONAL SERVICES -	261.00
WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE -	36.54
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	243.60

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00514243	812.79
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		335,679.78

1640 - COMMUNICATIONS BLDG M&O FUND

FOUR SEASONS LANDSCAPING INC	LANDSCAPE/GROUNDS MAINT CHECK NO. - 00514255	587.00
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		587.00

1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	523.58
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	2,054.08
TOTAL FOR 1680 - CD/HS OPERATIONS		2,577.66

1690 - COMM DEVELOPMENT BLOCK GRANTS

FULCRUM INSTITUTE DISPUTE RESOLUTION CLINIC	CONTRACTUAL SERVICES CHECK NO. - 00514256	11,270.67
FULCRUM INSTITUTE DISPUTE RESOLUTION CLINIC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00514256	11,270.67-
OUR PLACE COMMUNITY MINISTRIES AND J U CONTRACTING INC	CONTRACTUAL SERVICES CHECK NO. - 00514228	36,115.02
OUR PLACE COMMUNITY MINISTRIES AND J U CONTRACTING INC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00514228	36,115.02-
TOTAL FOR 1690 - COMM DEVELOPMENT BLOCK GRANTS		0.00

1970 - FIRE/EMS FUND

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80019975	67.76
BLUMENTHAL UNIFORMS & EQUIP	CLOTHING ACH PMT NO. - 80019905	126.04
CENTURYLINK	TELEPHONE CHECK NO. - 00514190	291.82
COOPERATIVE SUPPLY INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80019907	20,186.22

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80019982	830.51
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES CHECK NO. - 00514192	4.00
FOUR SEASONS LANDSCAPING INC	LANDSCAPE/GROUNDS MAINT CHECK NO. - 00514255	850.07
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00514194	424.71
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	15,664.44
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514226	26,489.17
INLAND ELEVATOR LLC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00514195	179.36
JAMIE WIGGINS	LOCAL MILEAGE CHECK NO. - 00514245	171.93
KENT D BRUCE COMPANY KENT D BRUCE-OWNER	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00514196	81.75
LAND-WEST SERVICES LLC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00513991	312.35
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES CHECK NO. - 00514201	347.25
SPOKANE PRO CARE INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80019943	125.01
THE PACIFIC COMPANY LLC	CLOTHING CHECK NO. - 00513994	1,612.89
TORRE REFUSE & RECYCLING DBA SUNSHINE DISPOSAL &	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00514208	153.26
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	19,733.27
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF I CHECK NO. - 00514243	27.30
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00514243	119,581.39
WHELEN ENGINEERING CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80019947	378.10
XO COMMUNICATIONS INC	TELEPHONE ACH PMT NO. - 80019948	37.13
TOTAL FOR 1970 - FIRE/EMS FUND		207,675.73

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

3200 - ARTERIAL STREET FUND

BNSF RAILWAY COMPANY	RIGHT OF WAY CHECK NO. - 00514017	172,729.00
C & C YARD CARE	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80019934	86.96
SPOKANE CITY TREASURER	RIGHT OF WAY CHECK NO. - 00514261	99.23
STANDARD DIGITAL PRINT CO INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80019913	78.26
TOTAL FOR 3200 - ARTERIAL STREET FUND		172,993.45

3404 - 2004 UTGO STREET BONDS

RED DIAMOND CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80019940	12,199.43
TOTAL FOR 3404 - 2004 UTGO STREET BONDS		12,199.43

4100 - WATER DIVISION

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS CHECK NO. - 00514185	65.00
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80019931	1,441.92
AVISTA UTILITIES	PUBLIC UTILITY SERVICE ACH PMT NO. - 80019932	19.15
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	7,441.00
NORCO INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00514259	290.86
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CHECK NO. - 00514186	55.00
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES CHECK NO. - 00514201	760.00
PRO RECYCLE LLC	PAVING REPAIRS/MAINTENANCE CHECK NO. - 00514260	14,578.42
PRO RECYCLE LLC	REPAIRS/MAINTENANCE CHECK NO. - 00514260	163.05
QLT CONSUMER LEASE SERVICES INC	TELEPHONE CHECK NO. - 00514204	14.91

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

RAY TURF FARMS INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00513996	122.50
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00514261	1,616.45
SPOKANE POWER TOOL & HDWE	MINOR EQUIPMENT CHECK NO. - 00514004	1,467.45
STANDARD DIGITAL PRINT CO INC	PRINTING/BINDING OS VENDOR ACH PMT NO. - 80019913	24.18
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	27,792.27
WA STATE DEPT OF AGRICULTURE PESTICIDE MGMT DIVISION	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00514009	252.50
TOTAL FOR 4100 - WATER DIVISION		56,104.66

4250 - INTEGRATED CAPITAL MANAGEMENT

BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00514189	301.48
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	700.00
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00514198	6,305.91
SIGNS NOW DIV OF IN PROCESS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00513999	1,933.31
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	3,231.93
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		12,472.63

4310 - SEWER MAINTENANCE DIVISION

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80019982	330.19
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	3,530.00
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES CHECK NO. - 00514201	195.00
OXARC INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80019909	53.35
OXARC INC	SAFETY SUPPLIES ACH PMT NO. - 80019909	784.20

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

RAYLENE L GENNETT	TUITION REIMBURSEMENT ACH PMT NO. - 80019973	1,191.85
ROBERT JAMISON	PERMITS/OTHER FEES ACH PMT NO. - 80019974	102.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	11,220.13
WSF LLC dba WESTERN SYSTEMS &	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80019918	374.67
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		17,781.39

4320 - RIVERSIDE PARK RECLAMATION FAC

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80019982	742.51
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	5,760.00
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES CHECK NO. - 00514201	238.25
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	21,937.59
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		28,678.35

4360 - ENVIRONMENTAL PROGRAMS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	225.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	715.06
TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS		940.06

4370 - SEWER CONSTRUCTION FUND

GARCO CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00514193	458,412.38
TOTAL FOR 4370 - SEWER CONSTRUCTION FUND		458,412.38

4490 - SOLID WASTE DISPOSAL

AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80019932	19,277.94

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CENTURYLINK	TELEPHONE CHECK NO. - 00514253	388.73
GREENSCAPE LANDSCAPING CORP	LANDSCAPE/GROUNDS MAINT CHECK NO. - 00514258	809.82
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	3,135.00
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES CHECK NO. - 00514201	136.25
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	18,104.73
	TOTAL FOR 4490 - SOLID WASTE DISPOSAL	41,852.47

4500 - SOLID WASTE COLLECTION

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80019982	589.37
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	5,212.50
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES CHECK NO. - 00514201	399.00
SCOTT K WINDSOR	TRAVEL CHECK NO. - 00514246	485.50
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00514261	2,890.12
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	19,121.74
	TOTAL FOR 4500 - SOLID WASTE COLLECTION	28,698.23

4600 - GOLF FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	368.10
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	3,989.96
	TOTAL FOR 4600 - GOLF FUND	4,358.06

4700 - DEVELOPMENT SVCS CENTER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	2,142.51

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	9,302.48
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		11,444.99

5100 - FLEET SERVICES FUND

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80019975	1,560.77
BRAD L WHITE dba SUPERIOR FLUID POWER	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00514005	311.26
CENTURYLINK	TELEPHONE CHECK NO. - 00514190	25.24
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	1,680.00
JOSEPH URNESS	PERMITS/OTHER FEES CHECK NO. - 00514237	102.00
NAPA AUTO PARTS GENUINE PARTS CO	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00513992	63.72
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT CHECK NO. - 00513992	53.90
NAPA AUTO PARTS GENUINE PARTS CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00513992	900.09
NORCO INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00513993	52.66
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES CHECK NO. - 00514201	36.00
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00513990	191.76
PACIFIC POWER GROUP LLC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80019910	375.78
ROUSE'S TOWING & RECOVERY INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00513997	953.85
SIX ROBBLEES INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00514001	838.17
SPECIAL ASPHALT PRODUCTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80019911	4,348.00
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00514261	3,524.52
SPOKANE HOUSE OF HOSE INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00514003	354.63

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TENNANT SALES & SERVICE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80019915	668.58
TITAN TRUCK EQUIPMENT	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00514006	649.44
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00514008	8,115.17
TRANSPORT EQUIPMENT INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80019916	1,148.72
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	6,135.46
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	139.60
WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00514212	353.89
WESTERN PETERBILT INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80019917	4,638.99
WESTERN REFUSE & RECYCLING EQUIPMENT INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00514011	1,604.61
WESTERN STATES EQUIPMENT CO	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00514012	6,174.16
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00514014	819.55
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00514014	32,839.13
	TOTAL FOR 5100 - FLEET SERVICES FUND	78,659.65

5200 - PUBLIC WORKS AND UTILITIES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	1,265.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	4,017.72
	TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES	5,282.72

5300 - IT FUND

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES CHECK NO. - 00514254	4.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	2,642.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JIM'S TRANSFER INC DBA DEVRIES MOVING PACKING STORAGE	CONTRACTUAL SERVICES ACH PMT NO. - 80019937	122.50
MITCHELL HUMPHREY & CO	SOFTWARE MAINTENANCE ACH PMT NO. - 80019926	79,030.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	9,758.47
WA STATE DEPT OF REVENUE OR CITY OF SPOKANE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00514010	262.50
WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE -	6,875.61
WILDROSE LTD dba WILDROSE GRAPHICS	OPERATING SUPPLIES ACH PMT NO. - 80019919	20.65
TOTAL FOR 5300 - IT FUND		98,715.73

5400 - REPROGRAPHICS FUND

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES CHECK NO. - 00514254	4.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	160.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	571.49
TOTAL FOR 5400 - REPROGRAPHICS FUND		735.49

5600 - ACCOUNTING SERVICES

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS CHECK NO. - 00514185	40.00
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80019936	99.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	2,125.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	7,082.80
WILDROSE LTD dba WILDROSE GRAPHICS	OFFICE SUPPLIES ACH PMT NO. - 80019919	20.65
TOTAL FOR 5600 - ACCOUNTING SERVICES		9,367.45

5800 - RISK MANAGEMENT FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00514223	30.00
US BANK OR CITY TREASURER	INSURANCE CLAIMS	
LIABILITY CLAIMS	ACH PMT NO. - 80019945	9,065.48
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00514238	150.51
TOTAL FOR 5800 - RISK MANAGEMENT FUND		9,245.99

5810 - WORKERS' COMPENSATION FUND

CAHALAN, CHARITI A	TRAVEL	
	ACH PMT NO. - 80019952	502.60
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00514223	273.75
NORCO INC	OPERATING SUPPLIES	
	CHECK NO. - 00513993	0.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00514238	958.98
WILLIAM A (BEN) GAGNE	TRAVEL	
	ACH PMT NO. - 80019972	130.00
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		1,865.33

5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00514223	3.74
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00514238	8.90
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		12.64

5830 - EMPLOYEES BENEFITS FUND

GROUP HEALTH COOPERATIVE	INSURANCE CLAIMS	
	ACH PMT NO. - 80019956	111,170.49
HRA VEBA TRUST	INSURANCE PREMIUMS	
HRA VEBA TRUST CONTRIBUTIONS	ACH PMT NO. - 80019984	100.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00514223	255.00
PREMERA BLUE CROSS OR	INSURANCE CLAIMS	
SPOKANE CITY TREASURER	ACH PMT NO. - 80019939	298,822.95

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE FIRE FIGHTERS BENEFIT TRUST	INSURANCE PREMIUMS ACH PMT NO. - 80019994	596,775.86
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	704.74
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80019970	2,907.82
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE CLAIMS ACH PMT NO. - 80019970	29,671.60
	TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND	1,040,408.46

5900 - ASSET MANAGEMENT FUND OPS

BLUE ROOM ARCHITECTURE & DESIGN PS	CONTRACTUAL SERVICES ACH PMT NO. - 80019922	1,437.50
CENTURYLINK	TELEPHONE CHECK NO. - 00514190	25.24
CHIPMAN UNITED/DIV OF CHIPMAN MOVING & STORAGE	CONTRACTUAL SERVICES CHECK NO. - 00514191	325.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	480.00
PRIORITY 1 MAINTENANCE & JANITORIAL	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00514202	1,366.89
SIMPLEXGRINNELL LP	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00514000	2,343.14
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00514261	1,549.86
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00514261	2,676.91
SPOKANE COUNTY TITLE CO	REAL ESTATE SERVICES CHECK NO. - 00514205	81.53
TOBY'S BATTERY & AUTO ELECTRIC	OPERATING SUPPLIES CHECK NO. - 00514007	276.45
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	2,774.19
	TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS	13,336.71

6100 - RETIREMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00514223	210.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00514238	708.41
TOTAL FOR 6100 - RETIREMENT		918.41

6200 - FIREFIGHTERS' PENSION FUND

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80019939	6,916.17
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80019970	1,412.50
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		8,328.67

6300 - POLICE PENSION

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80019939	9,324.39
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80019970	1,106.25
TOTAL FOR 6300 - POLICE PENSION		10,430.64

6960 - SALARY CLEARING FUND NEW

A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80019949	4,559.68
A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80019949	9,525.11
AFLAC/AMERICAN FAMILY LIFE ASSURANCE CO OF COLUMBUS	AFLAC CHECK NO. - 00514215	27,998.06
DANIEL H BRUNNER, TRUSTEE CHAPTER 13 TRUSTEE	DANIEL H BRUNNER,TRUSTEE CHECK NO. - 00514216	1,888.50
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80019954	40.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80019955	20.00
EMPLOYMENT SECURITY DEPT BENEFIT PAYMENT CONTROL	EMPLOYMENT SECURITY DEPT CHECK NO. - 00514218	213.48
FAMILY SUPPORT REGISTRY	FAMILY SUPPORT REGISTRY (CO) CHECK NO. - 00514219	507.67
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00514222	975.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00514223	251,694.48
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00514223	4,984.48
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00514224	55,103.57
IDAHO STATE TAX COMMISSION	IDAHO STATE TAX COMMISSION CHECK NO. - 00514225	37.50
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00514226	39,291.86
INT'L ASSN OF FIREFIGHTERS/ UNION LOCAL 29	INTL ASSOC FF LOCAL 29 ACH PMT NO. - 80019958	160.55
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00514242	833.13
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80019959	42.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80019960	2,021.73
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00514229	15.35
PIONEER CREDIT RECOVERY INC	PIONEER CREDIT RECOVERY 045121 CHECK NO. - 00514230	719.06
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80019957	564.00
PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00514231	396.36
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS INC EE ACH PMT NO. - 80019950	34,524.50
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS MEDSFO EE ACH PMT NO. - 80019950	1,585.00
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE LONG TERM DISABILITY ACH PMT NO. - 80019951	12,430.42
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80019961	1,050.00
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80019962	2,942.30
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80019966	325.01
SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO. - 80019964	27,476.47

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80019963	60.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80019967	230.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80019968	288.00
STANDARD INSURANCE COMPANY	STANDARD INSURANCE CO(VL/E) CHECK NO. - 00514234	16,474.90
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D CHILD CHECK NO. - 00514234	349.80
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D SPOUSE CHECK NO. - 00514234	4,037.00
SUPERIOR COURT	SUPERIOR COURT CHECK NO. - 00514021	1,657.23
SUPPORT PAYMENT CLEARINGHOUSE	DEPT OF ECONOMIC SECURITY CHECK NO. - 00514217	257.50
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00514235	12.50
UNITED WAY	UNITED WAY CHECK NO. - 00514236	1,761.91
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00514238	243,461.09
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO. - 00514238	707,577.95
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO. - 00514238	88,579.09
US DEPT OF EDUCATION	US DEPT OF EDUCATION CHECK NO. - 00514239	241.64
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00514240	2,267.00
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80019969	25,826.71
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00514241	16,925.00
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	DEPT OF RET SYS-LEOFF 2 CHECK NO. - 00514243	386,750.08
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00514244	729.56
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00514247	271.15

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 6960 - SALARY CLEARING FUND NEW	1,979,683.38
TOTAL CLAIMS	5,286,432.72

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	8,003.32	29.46	111.23
00513988	EVANS CONSOLES INC	306,305.30		
00513989	CHOUGH INC dba	5,137.60		
00513990	O'REILLY AUTOMOTIVE STORES I	191.76		
00513991	LAND-WEST SERVICES LLC	312.35		
00513992	NAPA AUTO PARTS	1,017.71		
00513993	NORCO INC	52.66		
00513994	THE PACIFIC COMPANY LLC	1,612.89		
00513995	PRIORITY DISPATCH CORP/DIV O	6,220.00		
00513996	RAY TURF FARMS INC	122.50		
00513997	ROUSE'S TOWING & RECOVERY IN	953.85		
00513998	SHAMROCK MANUFACTURING INC	59,679.55		
00513999	SIGNS NOW	1,933.31		
00514000	SIMPLEXGRINNELL LP	2,343.14		
00514001	SIX ROBBLEES INC	838.17		
00514002	SPOKANE COUNTY FACILITIES	3,220.00		
00514003	SPOKANE HOUSE OF HOSE INC	354.63		
00514004	SPOKANE POWER TOOL & HDWE	1,467.45		
00514005	BRAD L WHITE	311.26		
00514006	TITAN TRUCK EQUIPMENT	649.44		
00514007	TOBY'S BATTERY & AUTO ELECTR	276.45		
00514008	TOBY'S BODY & FENDER INC	8,115.17		
00514009	WA STATE DEPT OF AGRICULTURE	252.50		
00514010	WA STATE DEPT OF REVENUE	262.50		
00514011	WESTERN REFUSE & RECYCLING	1,604.61		
00514012	WESTERN STATES EQUIPMENT CO	6,174.16		
00514013	WESTERN STATES ASPHALT	2,960.45		
00514014	WINGFOOT COMMERCIAL TIRE	33,658.68		
00514017	BNSF RAILWAY COMPANY	172,729.00		
00514018	EMPIRE HEALTH FOUNDATION	8,798.44		
00514019	OUR PLACE COMMUNITY MINISTRI	4,115.02		
00514020	THE SALVATION ARMY	15,192.82		
00514021	SUPERIOR COURT	1,657.23		
00514022	BANK OF AMERICA		19.49	
00514023	CENTER POINT PUBLISHING INC		302.58	
00514024	CHENEY FREE PRESS		24.00	
00514025	LORRETTA A WEST		165.00	
00514026	DEVRIES INFORMATION MANAGEME		4.00	
00514027	JENNY ANN EDGREN		300.00	
00514028	VICKI A HALL		150.00	
00514029	CHRISTINE L KOPPLE		37.38	
00514030	LIBRARY TECHNOLOGIES INC		361.80	
00514031	LOWE'S BUSINESS ACCT		139.33	
00514032	MCKINSTRY NORTHWEST INC		184.71	
00514033	SHAUN PITTS		150.00	
00514034	SHAUN PITTS		150.00	
00514035	SPOKANE STORYTELLING LEAGUE		100.00	
00514036	PROQUEST LLC		3,298.07	
00514037	US POSTAL SERVICE		4,000.00	
00514038	WA STATE PATROL		50.00	
00514039	SPOKANE CITY TREASURER			299,924.41
00514185	ACRANET CBS BRANCH/DIV OF	518.00		
00514186	NORTHWEST INDUSTRIAL SERVICE	55.00		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00514187	ASSN OF CERTIFIED FRAUD	195.00		
00514188	A-1 SERVICE	660.00		
00514189	BUDINGER & ASSOCIATES INC	301.48		
00514190	CENTURYLINK	1,060.60		
00514191	CHIPMAN UNITED/DIV OF CHIPMA	885.00		
00514192	DEVRIES INFORMATION MANAGEME	36.00		
00514193	GARCO CONSTRUCTION INC	458,412.38		
00514194	HUGHES FIRE EQUIPMENT INC	424.71		
00514195	INLAND ELEVATOR LLC	179.36		
00514196	KENT D BRUCE COMPANY	81.75		
00514197	LOOMIS ARMORED US INC	454.40		
00514198	LSB CONSULTING ENGINEERS PLL	6,305.91		
00514199	MATTHEW BENDER & CO INC	28.26		
00514200	NORTH SPOKANE IRRIGATION	28.00		
00514201	OCCUPATIONAL MEDICINE	3,377.75		
00514202	PRIORITY 1 MAINTENANCE &	1,366.89		
00514203	PROFESSIONAL LANGUAGE SERVIC	50.00		
00514204	QLT CONSUMER LEASE SERVICES	14.91		
00514205	SPOKANE COUNTY TITLE CO	81.53		
00514206	SPOKANE COUNTY INFO SYSTEMS	1,546.52		
00514207	SPOKANE COUNTY COMMUNICATION	587.72		
00514208	TORRE REFUSE & RECYCLING	153.26		
00514209	UNITED PARCEL SERVICE	85.78		
00514210	WA STATE CRIMINAL JUSTICE	24,504.00		
00514211	WA STATE PATROL	4,414.00		
00514212	WASTE MANAGEMENT OF WA DBA	353.89		
00514215	AFLAC/AMERICAN FAMILY LIFE	27,998.06		
00514216	DANIEL H BRUNNER, TRUSTEE	1,888.50		
00514217	SUPPORT PAYMENT CLEARINGHOUS	257.50		
00514218	EMPLOYMENT SECURITY DEPT	213.48		
00514219	FAMILY SUPPORT REGISTRY	507.67		
00514220	STEVEN C FURFARO	65.21		
00514221	ROBERT J HORROCKS	102.00		
00514222	HUMAN RESOURCES	975.00		
00514223	ICMA RETIREMENT TRUST 457	403,456.33		
00514224	ICMA RETIREMENT TRUST 457 LO	55,103.57		
00514225	IDAHO STATE TAX COMMISSION	37.50		
00514226	ING LIFE INSURANCE & ANNUITY	67,029.35		
00514227	ACI NORTHWEST	50.00		
00514228	OUR PLACE COMMUNITY MINISTRI	32,000.00		
00514229	PEOPLE QUALIFIED COMMITTEE	15.35		
00514230	PIONEER CREDIT RECOVERY INC	719.06		
00514231	PRE-PAID LEGAL SERVICES INC	396.36		
00514232	SPOKANE MUNICIPAL COURT	34.81		
00514233	SPOKANE SUNSCREEN	173.92		
00514234	STANDARD INSURANCE COMPANY	20,861.70		
00514235	UNITED STATES TREASURY	12.50		
00514236	UNITED WAY	1,761.91		
00514237	JOSEPH URNESS	102.00		
00514238	US BANK OR CITY TREASURER	1,371,658.31		
00514239	US DEPT OF EDUCATION	241.64		
00514240	WA GET PROGRAM	2,267.00		
00514241	WA STATE SUPPORT REGISTRY OR	16,925.00		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00514242	JUNE WALLACE	833.13		
00514243	WASHINGTON LEOFF	627,311.33		
00514244	WESTERN STATES POLICE MEDICA	1,304.56		
00514245	JAMIE WIGGINS	171.93		
00514246	SCOTT K WINDSOR	485.50		
00514247	WSCCCE, AFSCME, AFL-CIO	271.15		
00514248	WA STATE DEPT OF REVENUE		1,007.85	
00514253	CENTURYLINK	624.18		
00514254	DEVRIES INFORMATION MANAGEME	8.00		
00514255	FOUR SEASONS LANDSCAPING INC	1,437.07		
00514256	FULCRUM INSTITUTE	11,270.67		
00514257	GREAT FLOORS LLC	4,044.65		
00514258	GREENSCAPE LANDSCAPING CORP	809.82		
00514259	NORCO INC	290.86		
00514260	PRO RECYCLE LLC	14,741.47		
00514261	SPOKANE CITY TREASURER	19,688.33		
00514262	SPOKANE TRANSIT AUTHORITY	4,869.61		
00514263	BERKLEY INSURANCE COMPANY		4,034.00	
00514264	CARR SALES COMPANY		3,162.74	
00514265	LORRETTA A WEST		150.00	
00514266	EAST CENTRAL COMMUNITY		75.33	
00514267	GOODWILL INDUSTRIES OF THE		979.20	
00514268	LOWE'S BUSINESS ACCT		237.58	
00514269	ANNA KESTELL		50.00	
00514270	SHAUN PITTS		150.00	
00514271	PREEDY BROS TIRES INC		14.20	
00514272	UNITED LABORATORIES INC		2,870.05	
00514273	UNIVERSAL PROTECTION SERVICE		3,816.83	
00514274	ANDURAN INC			7,876.90
00514275	BACON CONCRETE INC			4,348.00
00514276	BEAUTY BARK PLUS			782.64
00514277	BIC SPORT NORTH AMERICA INC			335.00
00514278	CASCADE SEED COMPANY			847.02
00514279	CLIQ MARKETING			2,500.00
00514280	CORNER BOOTH MEDIA			3,000.00
00514281	EMMANUEL PRESBYTERIAN CHURCH			125.00
00514282	FRED C GLOECKNER & CO INC			3,166.53
00514283	FROSTY ICE/DIV OF R PLUM COR			281.41
00514284	GOLF CARS ETC/DIV OF H A V I			6,397.86
00514285	H D FOWLER COMPANY			5,637.51
00514286	ILLUSTRATED BUSINESS CARD			1,060.00
00514287	NW BUSINESS PRESS INC			720.00
00514288	KENWORTH SALE COMPANY			5.51
00514289	KING BROADCASTING COMPANY			947.75
00514290	KRUEGER SHEET METAL COMPANY			7,238.29
00514291	KXLY			918.00
00514292	L & M TRUCK SALES INC			698.74
00514293	REISTROFFER, TANYA			98.00
00514294	LINCOLN AQUATICS			525.69
00514295	MIKE PURSEL ADVERTISING			2,293.02
00514296	MOTHERSHIP ENTERPRISES INC			653.45
00514297	NORCO INC			3.37
00514298	NORTHLAND NURSERY			96.46

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00514299	NW PLAYGROUND EQUIPMENT INC			1,672.89
00514300	PACIFIC NW INLANDER/DIV OF			1,248.00
00514301	THE PEPSI BOTTLING GROUP			18,799.10
00514302	RADIO SPOKANE			1,778.00
00514303	S & S ARTS & CRAFTS/DIV OF			76.23
00514304	KEVIN W SCHIBEL			150.00
00514305	SILHOUETTE LIGHTS AND STAGIN			2,494.67
00514306	SIMPLOT PARTNERS			4,252.35
00514307	SPOKANE CHILDREN'S THEATRE			102.00
00514308	SPOKANE HIGHLAND GAMES ASSN			98.00
00514309	SPOKANE PUBLIC RADIO			680.00
00514310	SPOKANE SCHOOL DISTRICT 81			230.00
00514311	SPRINKLER HEAD REBUILDERS LL			867.28
00514312	SYSCO FOOD SERVICES INC			9,150.23
00514313	VERMEER OF WASHINGTON INC			35,419.90
00514314	WEST PLAINS BUILDING SUPPLY			955.73
00514315	WESTERN EQUIPMENT DISTRIBUTO			68,307.90
00514316	WILBUR ELLIS COMPANY			1,283.04
00514317	WILLIAMS INLAND DISTRIBUTORS			1,846.39
00514318	WYATT WOOD PRODUCTIONS			150.00
00514319	ZOME INC			353.27
00514320	SAGEVIEW CONSULTING GROUP, L			
80019905	BLUMENTHAL UNIFORMS & EQUIP	126.04		
80019906	BRATWEAR/DIV OF ALPHA PARTS	7,802.49		
80019907	COOPERATIVE SUPPLY INC	20,186.22		
80019908	CPM DEVELOPMENT CORP DBA	49,671.44		
80019909	OXARC INC	837.55		
80019910	PACIFIC POWER GROUP LLC	375.78		
80019911	SPECIAL ASPHALT PRODUCTS	4,348.00		
80019912	SPOKANE COUNTY TREASURER	9,070.89		
80019913	STANDARD DIGITAL PRINT CO IN	102.44		
80019914	TECHNICHEM CORPORATION	4,304.52		
80019915	TENNANT SALES & SERVICE	668.58		
80019916	TRANSPORT EQUIPMENT INC	1,148.72		
80019917	WESTERN PETERBILT INC	4,638.99		
80019918	WSF LLC	374.67		
80019919	WILDROSE LTD dba	41.30		
80019920	AVISTA UTILITIES		2,244.03	78,475.73
80019921	BAKER & TAYLOR BOOKS		5,016.57	
80019922	BLUE ROOM ARCHITECTURE &	1,437.50		
80019923	CENGAGE LEARNING INC		799.55	
80019924	KERSHAWS INC		576.76	
80019925	MIDWEST TAPE		3,833.52	
80019926	MITCHELL HUMPHREY & CO	79,030.00		
80019927	RECORDED BOOKS INC		693.34	
80019928	JOSEPH J ROISE		80.22	
80019929	PATRICIA A BONNER		6.90	
80019930	ALSCO DIVISION OF ALSCO INC	924.33		
80019931	ARAMARK UNIFORM SERVICES	1,517.39		
80019932	AVISTA UTILITIES	21,431.14		
80019933	BLUMENTHAL UNIFORMS & EQUIP	66.84		
80019934	C & C YARD CARE	86.96		
80019935	COPIERS NORTHWEST INC	25.82		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80019936	COWLES PUBLISHING COMPANY	2,262.25		
80019937	JIM'S TRANSFER INC DBA DEVRI	122.50		
80019938	PAR CONSTRUCTION COMPANY	2,211.04		
80019939	PREMERA BLUE CROSS OR	315,063.51		
80019940	RED DIAMOND CONSTRUCTION INC	12,199.43		
80019941	SPOKANE COUNTY TREASURER	852.98		
80019942	SPOKANE INT'L TRANSLATION/DI	150.00		
80019943	SPOKANE PRO CARE INC	125.01		
80019944	STUART CONSULTING GROUP INC	4,800.00		
80019945	US BANK OR CITY TREASURER	9,065.48		
80019946	VERIZON WIRELESS BELLEVUE	130.81		
80019947	WHELEN ENGINEERING CO INC	378.10		
80019948	XO COMMUNICATIONS INC	94.69		
80019949	A W REHN & ASSOCIATES INC OR	14,084.79		
80019950	SPOKANE FIRE FIGHTERS BENEFI	36,109.50		
80019951	SPOKANE FIRE FIGHTERS BENEFI	12,430.42		
80019952	CAHALAN, CHARITI A	502.60		
80019953	COWLES PUBLISHING COMPANY			
80019954	DIGNITARY PROTECTION TEAM FU	40.00		
80019955	EDU MEMBERSHIP FUND	20.00		
80019956	GROUP HEALTH COOPERATIVE	111,170.49		
80019957	POLICE GUILD LEGAL DEFENSE	564.00		
80019958	INT'L ASSN OF FIREFIGHTERS/	160.55		
80019959	LTS & CPTS LEGAL DEFENSE FUN	42.00		
80019960	M & P ASSOCIATION	2,021.73		
80019961	SPOKANE POLICE BENEFIT ASSOC	1,050.00		
80019962	SPOKANE POLICE CHAPLAIN	2,942.30		
80019963	SPOKANE POLICE K-9 MEMBERSHI	60.00		
80019964	SPOKANE POLICE GUILD LONG	27,476.47		
80019965	SPOKANE INT'L AIRPORT	646.14		
80019966	SPOKANE POLICE GUILD FRATERN	325.01		
80019967	SPOKANE POLICE SWAT TEAM	230.00		
80019968	SPOKANE POLICE TACTICAL TEAM	288.00		
80019969	WA ST COUNCIL OF CITY & COUN	25,826.71		
80019970	WASHINGTON DENTAL SERVICE OR	35,098.17		
80019971	PAMELA CLARKE	58.18		
80019972	WILLIAM A (BEN) GAGNE	130.00		
80019973	RAYLENE L GENNETT	1,191.85		
80019974	ROBERT JAMISON	102.00		
80019975	ALSCO DIVISION OF ALSCO INC	1,609.94	73.44	
80019976	AVISTA UTILITIES		6,477.60	
80019977	A-L COMPRESSED GASES			117.40
80019978	BRIDGESTONE AMERICAS INC			1,479.46
80019979	C & C YARD CARE	104.34		
80019980	CONNELL OIL INC			1,697.89
80019981	CONTROL SOLUTIONS NW INC		1,629.17	
80019982	COPIERS NORTHWEST INC	3,646.25		
80019983	EXPRESS NAME TAGS & MORE, IN		17.66	
80019984	HRA VEBA TRUST	100.00		
80019985	HYAS GROUP LLC			
80019986	KERSHAWS INC		70.49	
80019987	KING BEVERAGE INC			609.52
80019988	MALLORY PAINT STORE INC		95.62	

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80019989	OCLC INC		3,253.39	
80019990	OXARC INC			20,734.48
80019991	REXEL INC DBA			1,826.78
80019992	SOUTHLAND PRINTING COMPANY I			167.56
80019993	SPOKANE COUNTY TREASURER	250.00		
80019994	SPOKANE FIRE FIGHTERS BENEFI	596,775.86		
80019995	TRUMBA CORPORATION		629.85	
80019996	VERIZON WIRELESS BELLEVUE		150.12	
80019997	REBEKAH MACE		10.00	
		5,286,432.72	51,671.83	605,615.59
	CITYWIDE TOTAL:			5,972,013.14

MINUTES OF SPOKANE CITY COUNCIL

August 17, 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, and Stratton were present. Council Member Waldref arrived at 3:37 p.m.

City Administrator Theresa Sanders, Council's Policy Advisor Brain McClatchey, and City Clerk Terri Pfister were also present on the dais.

Advance Agenda Review
Council received input from staff on the August 24, 2015, Advance Agenda items.

Action to Approve August 24, 2015, Advance Agenda
Following staff reports and Council inquiry and discussion regarding the August 24, 2015, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

> **Motion** by Council Member Fagan, seconded by Council Member Mumm, **to approve** the Advance Agenda for Monday, August 24, 2015 (as amended); **carried unanimously.**

ADMINISTRATIVE SESSION

Current Agenda Review
The City Council reviewed changes to the August 17, 2015, Current Agenda.

Allocating Lodging Tax Revenue to Star USA (OPR 2015-0742)
Council President Stuckart stated the Lodging Tax Advisory Committee and the Public Facilities District both support the use of $300,000 of the Lodging Tax Advisory Committee funding for bid fees associated with the Inaugural Figure Skating Team Challenge Cup. He requested a motion to suspend the rules to add this matter (Special Consideration Item S1) to the agenda so the Council can vote on it tonight (during its 6:00 p.m. Legislative Session). Subsequently, the following actions were taken:

Motion by Council Member Fagan, seconded by Council Member Allen, **to suspend** the (Council) Rules; **carried unanimously.**

Motion by Council Member Fagan, seconded by Council Member Waldref, **to add** Special Consideration Item No. S1—allocating Lodging Tax revenue to Star USA for bid fees associated with The Inaugural Figure Skating Team Challenge Cup—to the (August 17, 2015) Agenda; **carried unanimously.**

CONSENT AGENDA

Upon motion by Council Member Waldref, seconded by Council Member Allen, the City Council approved 6 to 1 (Council Member Fagan voting "no"), Staff Recommendations for the following:

Renew and increase Value Blanket with Datec (Seattle, WA) for Laptops and Docking Cradles for Patrol Cars utilizing WA State Contract T11-MST-548—increase of $800,000. (OPR 2014-0485)

Purchase a three-tier bicycle storage rack from Rudy Rack (Stevens Point, WI) for the Police Property Room—$30,000 (incl. tax). (OPR 2015-0700 / BID 4112-15)

Increase the Value Blanket with US Micro (Bellevue, WA) for desktop computers and laptops—increase of $180,000 (incl. tax) (from $120,000 to $300,000). (OPR 2015-0087)

Extending Value Blanket with Galls/Blumenthal (Spokane, WA) from August 1, 2015 to December 31, 2015 for Personal Body Armor Vests using WA State Contract #02711—not to exceed $60,000 (incl. tax). (OPR 2014-0618)

Contract Amendments to add funds to the contracts with Spokane County Geiger Work Crew for:

a. Cleanup work in the I-90 corridor—$54,400. (OPR 2013-0464)

b. General service requests throughout the City—$17,140. (OPR 2013-0465)

Collective Bargaining Agreement with the Managerial & Professional Association covering wages and benefits for the years 2015-2016—2015: $812,380; 2016: $681,553. (OPR 2015-0701)

Requesting an EPA Brownfields Area-Wide Planning Program Contract to advance the YARD Development Strategy—$200,000. (OPR 2015-0702)

Contract with Cameron-Reilly Inc, (Spokane Valley, WA) for Curb Ramp Project for Street Department Residential Grind and Overlay—not to exceed $51,150. (Lincoln Heights and Minnehaha Neighborhoods) (OPR 2015-0704 / ENG 2015123)

Report of the Mayor of pending Claims and payments of previously approved obligations, including those of Parks and Library, through August 10, 2015, total $8,780,722.04 (Check Nos. 513202-513637; ACH Payment Nos. 19651-19772), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $8,714,192.16. (CPR 2015-0002)

City Council Meeting Minutes: July 30, 2015. (CPR 2015-0013)

Executive Session/Council Recess
The City Council adjourned at 4:00 p.m. No Executive Session was held. The City Council reconvened at 6:00 p.m. for the Regular Legislative Session, with Council President Stuckart and Council Members Allen, Fagan, Mumm, Snyder, Stratton, and Waldref present. Council's Policy Advisor Brian McClatchey and City Clerk Terri Pfister were also present on the dais.

LEGISLATIVE SESSION

Pledge of Allegiance
The Pledge of Allegiance was led by Council President Stuckart.

Roll Call
Council President Stuckart and Council Members Allen, Fagan, Mumm, Snyder, Stratton, and Waldref were present.

COUNCIL SALUTATION
Recognition of Worldcon - Sasquan
Council Member Snyder read the Council Salutation recognizing the World Science Fiction Convention, Worldcon, which first started in 1939 in New York City. He stated Spokane is one of the smallest cities to host the event and noted that last year the event was held in London. The convention draws thousands of authors and science fiction enthusiasts from around the world and has previously been hosted in places such as Glascow, Scotland; Yokohama, Japan; Melbourne, Australia; and The Hague, Netherlands. The winners of the Hugo Awards, the oldest and most noteworthy award for science fiction, are presented at Worldcon. The convention will be held from August 19 to 23, 2015. The Spokane City Council on behalf of the citizens of Spokane welcomes the organizers and attendees of the 2015 World Science Fiction Convention, Sasquan, to Spokane and encourages the citizens of Spokane to attend and enjoy this great event. Subsequently, a video was displayed regarding the event.

There were no **City Administration Reports.**

COUNCIL COMMITTEE REPORTS

Planning, Community and Economic Development (PCED) Committee Meeting

Council Member Mumm reported on the PCED Committee meeting held earlier today (August 17). Minutes of the PCED Committee meetings are filed with the City Clerk's Office and are available for review following approval by the PCED Committee.

Public Safety Committee Meeting

Council Member Snyder reported on the Public Safety Committee meeting held earlier today (August 17). Minutes of the Public Safety Committee meetings are filed with the City Clerk's Office and are available for review following approval by the Public Safety Committee.

OPEN FORUM

Alan McDowell thanked one of the council members for trying to help him find a missing police report when he was attempting to build a political action committee back in 2006. He stated the police report is missing and doesn't think it will ever be found or it was never made up. He stated another council member told him about a better process of trying to explain this situation he has with mental health and his disagreements. He further stated the first step in that process is asking: What is the problem? He continued with various remarks as to what the problem is.

Rick Bocook commented that if shelters are full then police are not supposed to mess with people on the streets. He said that's not usually where the problem is. He stated that when people get out of the shelters at 7 o'clock in the morning that is when they have the most difficult time and isn't usually at the night time. He further commented they are tired and are not allowed to sit. He stated the Council needs to get rid of the sit and lie down ordinance and the transit shelter ordinance and come up with another solution because the laws focus on the homeless.

Sarah Rykken referred to statistics from the Office of Immigration Statistics and expressed opposition to the immigration status ordinance.

John Ahern commented on a deportee in the County jail who has been deported nine different times but still returns to Spokane over and over again, and commented on the deportee's accomplice. He remarked on Spokane as a sanctuary city and stated Spokane is the only city where citizens have stepped forward with an initiative process to appeal its status as a sanctuary city.

Billy Sexton spoke in opposition to the sit and lie ordinance and for punishing people for wanting to sleep. He referenced (SMC) section 10.10.26 and stated he has never seen a police officer or any city official direct any homeless person to any kind of help. He stated he is so disappointed that we have not done more for these people.

George McGrath presented remarks opposing Planned Parenthood for selling parts of babies and stated it's wrong.

LEGISLATIVE AGENDA

There were no **Emergency Budget Ordinances.**

EMERGENCY ORDINANCE

Emergency Ordinance C35295

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

> **Upon Unanimous Roll Call Vote,** the City Council **passed Emergency Ordinance C35295** extending a moratorium on the acceptance of applications for land use permits for wireless communication support towers in residential zones and declaring an emergency.

RESOLUTIONS

Resolution 2015-0089

Council President Stuckart requested a motion to accept the new version of Resolution 2015-0089 (Exhibit A to the Resolution was amended). Subsequently, the following action was taken:

> **Motion** by Council Member Allen, seconded by Council Member Waldref, **to accept** the new version; **carried unanimously.**

There was an opportunity for public testimony, with no individuals requesting to speak and then the following action was taken:

> **Upon Unanimous Roll Call Vote,** the City Council **adopted Resolution 2015-0089 (as amended)** regarding amendments to the Plan Commission's 2015 Work Program.

FINAL READING ORDINANCES

Final Reading Ordinance C35261

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

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading ordinance C35261** vacating a portion of Calispel Street and the alley bordered by Mission Avenue, Washington Street, Calispel Street, and Sinto Avenue. (First Reading held May 18, 2015)

Final Reading Ordinance C35290
Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and the opportunity for Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C35290** relating to minor architect and engineering contracts; amending SMC section 7.06.295.

Final Reading Ordinance C35291
Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and the opportunity for Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C35291** relating to the solid waste disposal department for services, amending SMC sections 13.02.0126 and 13.02.0563 of the Spokane Municipal Code; and setting an effective date. (Relates to solid and semisolid wastes and waste tires.)

Final Reading Ordinance C35292
Subsequent to an overview by Council President Stuckart, public testimony, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C35292** relating to the salary review commission; amending SMC sections 2.05.010, 2.05.020, 2.05.030, 2.05.040 and 2.05.050 and adopting a new section 2.05.070 to chapter 2.05 of the Spokane Municipal Code.

For Council action on Final Reading Ordinance C35293, see section of minutes under "Hearings."

FIRST READING ORDINANCE
The following ordinance was read for the first time, with further action deferred:

ORD C35294 Amending C32780 vacating the south 60 feet of Syndicate Boulevard from the west line of vacated Ferrall Street to the west line of Sycamore Street, and from the east line of Sycamore Street to five feet south of the south line of Mission Avenue.

SPECIAL CONSIDERATIONS

Allocating Lodging Tax Revenue to Star USA (OPR 2015-0742)
Council President Stuckart introduced Special Considerations Item S1—allocating Lodging Tax revenue to Star USA for bid fees associated with The Inaugural Figure Skating Team Challenge Cup. The allocation of Lodging Tax revenue will go to bid fees for this event only if Spokane is awarded the event.

Toby Stewart of Star USA then spoke about the potential and possibility of The Inaugural Figure Skating Team Challenge Cup coming to Spokane. He noted the selection committee from Colorado Springs was in Spokane a week and half ago for two days, and they were shown the new upgrade to the Convention Center and the new Davenport Grand Hotel. In addition, Barb Beddor, also of Star USA, spoke regarding the event. She stated this last Wednesday, the Lodging Tax Advisory Committee recommended unanimously to the Public Facilities District Board that they support this effort and then the Public Facilities Board unanimously committed to supporting this effort. Ms. Beddor stated she is hoping to get that same enthusiastic support from the City Council, and she displayed a video about the event.

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

> **Upon Unanimous Roll Call Vote,** the City Council **approved** allocating Lodging Tax revenue to Star USA for bid fees associated with The Inaugural Figure Skating Team Challenge Cup.

HEARINGS

Final Reading Ordinance C35293 Relating to the Development Code's Landscaping and Screening Requirements
Subsequent to an overview of Final Reading Ordinance C35293 by Tami Palmquist of the Development Services Department, Council inquiry and response by Ms. Palmquist, public testimony from two individuals, and Council commentary, the following action was taken:

> **Upon Unanimous Roll Call Vote,** the City Council **passed Final Reading Ordinance C35293** relating to the development code's landscaping and screening requirements; amending Spokane Municipal Code Section 17C.200.090.

SECOND OPEN FORUM

Gabriel Elliot reminded the community that there is a weekly meditation for peace, unity, and love under will at 29th and Bernard on Sundays generally at the noon hour and citizens can check it out at www.sos.org. In addition, he provided other remarks.

Mara Spitzer requested the Council to repeal the sit and lie and transient shelter ordinances because they are unconstitutional and they target the homeless.

Dave Bilsland stated the transient shelter ordinance and the sit and lie ordinance are unconstitutional and need to be eliminated, lest the city gets sued over it. He strongly suggested the City Council do something to get rid of them so that the City can no longer be sued for violating people's civil rights.

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 6:57 p.m.

Minutes prepared and submitted for publication in the August 26, 2015, issue of the *Official Gazette*.

_____
Terri L. Pfister, MMC
Spokane City Clerk

Approved by Spokane City Council on _____, 2015.

_____
Ben Stuckart
City Council President

STUDY SESSION MEETING MINUTES
SPOKANE CITY COUNCIL
Thursday, August 20, 2015

A Joint Meeting of the Spokane City Council and Library Board of Directors 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 Pro Tem Snyder and Council Members Allen, Fagan, Mumm, and Waldref were present. Council President Stuckart and Council Member Stratton were absent.

The following topics were discussed:

- Water Plan
- Legislative Agenda Recap
- Fire Suppression System – State Building Code Change

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 4:41 p.m.

Minutes prepared and submitted for publication in the September 2, 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: 08/31/2015		**Date Rec'd**	8/24/2015
		Clerk's File #	OPR 2015-0770
		Renews #	
Submitting Dept	RISK MANAGEMENT	**Cross Ref #**	
Contact Name/Phone	TIM DUNIVANT 625-6845	**Project #**	
Contact E-Mail	TDUNIVANT@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	5800 - RISK MGMT 2015-2016 INSURANCE RENEWALS		

Agenda Wording

Authorization for Willis of Seattle, the City's insurance broker, to purchase insurance policies for the City of Spokane. The estimated renewal cost for the existing policies is $1.85 million. The coverage period is 09/01/15 - 09/01/16.

Summary (Background)

Various insurance policies will expire August 31, 2015. The City's broker has marketed our insurance requirements and the figures below are estimated renewal cost: General Liability $680k, Property (excluding Upriver Dam and Water Reclamation Facility - $182k; Upriver Dam - $174k; Water Reclamation Facility - $98k; Boiler & Machinery - $62k; Fire Apparatus - $25k; Crime - $18k; Worker's Compensation - $166k; and WTE Facility - $428k. Taxes and fees will bring the total to approx. $1.85 million.

Fiscal Impact		**Budget Account**
Expense	**$** 1,850,000	**#** Various Accounts
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	DUNIVANT, TIMOTHY	**Study Session**	
Division Director	DUNIVANT, TIMOTHY	**Other**	
Finance	SALSTROM, JOHN	**Distribution List**	
Legal	DALTON, PAT	rkokot@spokanecity.org	
For the Mayor	SANDERS, THERESA	tdunivant@spokanecity.org	
Additional Approvals			
Purchasing			

Description	Est Amount	Budget Account
Liability (general, auto & public official)	$ 681,000	5800-78100-14760-54603-99999
Property (excl. Upriver Dam & WRF)	$ 182,000	5800-78100-14760-54603-99999
Property - Dam	$ 174,000	4100-42460-34141-54603-99999
Property - Water Reclamation Facility	$ 98,000	4320-43200-35148-54603-99999
Boiler & Machinery	$ 63,000	5800-78100-14760-54603-99999
Fire Apparatus	$ 23,000	5800-78100-14760-54603-99999
Employee Dishonesty	$ 18,000	5800-78100-14760-54603-99999
Excess Workers' Compensation	$ 167,000	5810-78500-17660-54603-99999
Streets UBI Truck	$ 1,000	1100-21900-42500-54603-99999
Equipment re: FEMA funds	$ 1,300	1100-21700-42300-54603-99999
WTE Facility	$ 428,000	
	$ 1,836,300	

Agenda Sheet for City Council Meeting of: 08/31/2015		**Date Rec'd**	8/19/2015
		Clerk's File #	OPR 1985-0131
		Renews #	
Submitting Dept	MAYOR	**Cross Ref #**	
Contact Name/Phone	KATIE ROSS 625.6716	**Project #**	
Contact E-Mail	KROSS@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Boards and Commissions	**Requisition #**	
Agenda Item Name	0520 APPOINTMENT OF LAWSON STOUT TO THE CHASE YOUTH COMMISSION		

Agenda Wording

Appointment of Lawson Stout to the Chase Youth Commission for a term of September 2015 to June 2016.

Summary (Background)

Appointment of Lawson Stout to the Chase Youth Commission for a term of September 2015 to June 2016.

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

Approvals		**Council Notifications**	
Dept Head	COTE, BRANDY	**Study Session**	
Division Director		**Other**	
Finance		**Distribution List**	
Legal		bcote@spokanecity.org	
For the Mayor	SANDERS, THERESA	jmallahan@spokanecity.org	
Additional Approvals			
Purchasing			

Agenda Sheet for City Council Meeting of: 08/31/2015		**Date Rec'd**	8/19/2015
		Clerk's File #	OPR 1985-0131
		Renews #	
Submitting Dept	MAYOR	**Cross Ref #**	
Contact Name/Phone	KATIE ROSS 625.6716	**Project #**	
Contact E-Mail	KROSS@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Boards and Commissions	**Requisition #**	
Agenda Item Name	0520 REAPPOINTMENT OF ANNETTE SINGLETERRY TO THE CHASE YOUTH		

Agenda Wording

Reappointment of Annette Singleterry to the Chase Youth Commission for a term of September 2015 to June 2016.

Summary (Background)

Reappointment of Annette Singleterry to the Chase Youth Commission for a term of September 2015 to June 2016.

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

Approvals		**Council Notifications**	
Dept Head	COTE, BRANDY	**Study Session**	
Division Director		**Other**	
Finance		**Distribution List**	
Legal		bcote@spokanecity.org	
For the Mayor	SANDERS, THERESA	jmallahan@spokanecity.org	
Additional Approvals			
Purchasing			

Agenda Sheet for City Council Meeting of: 08/31/2015		**Date Rec'd**	8/19/2015
		Clerk's File #	OPR 1985-0131
		Renews #	
Submitting Dept	MAYOR	**Cross Ref #**	
Contact Name/Phone	KATIE ROSS 625.6716	**Project #**	
Contact E-Mail	KROSS@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Boards and Commissions	**Requisition #**	
Agenda Item Name	0520 APPOINTMENT OF KENDALL WOODARD TO THE CHASE YOUTH		

Agenda Wording

Appointment of Kendall Woodard to the Chase Youth Commission for a term of September 2015 to June 2016.

Summary (Background)

Appointment of Kendall Woodard to the Chase Youth Commission for a term of September 2015 to June 2016.

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

Approvals		**Council Notifications**	
Dept Head	COTE, BRANDY	**Study Session**	
Division Director		**Other**	
Finance		**Distribution List**	
Legal		bcote@spokanecity.org	
For the Mayor	SANDERS, THERESA	jmallahan@spokanecity.org	
Additional Approvals			
Purchasing			

Agenda Sheet for City Council Meeting of: 08/31/2015		**Date Rec'd**	8/19/2015
		Clerk's File #	OPR 1985-0131
		Renews #	
Submitting Dept	MAYOR	**Cross Ref #**	
Contact Name/Phone	KATIE ROSS 625.6716	**Project #**	
Contact E-Mail	KROSS@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Boards and Commissions	**Requisition #**	
Agenda Item Name	0520 REAPPOINTMENT OF HANNAH HORNBAKER TO THE CHASE YOUTH		

Agenda Wording

Reappointment of Hannah Hornbaker to the Chase Youth Commission for a term of September 2015 to June 2016.

Summary (Background)

Reappointment of Hannah Hornbaker to the Chase Youth Commission for a term of September 2015 to June 2016.

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

Approvals		**Council Notifications**	
Dept Head	COTE, BRANDY	**Study Session**	
Division Director		**Other**	
Finance		**Distribution List**	
Legal		bcote@spokanecity.org	
For the Mayor	SANDERS, THERESA	jmallahan@spokanecity.org	
Additional Approvals			
Purchasing			

Agenda Sheet for City Council Meeting of: 08/31/2015		**Date Rec'd**	8/19/2015
		Clerk's File #	OPR 1985-0131
		Renews #	
Submitting Dept	MAYOR	**Cross Ref #**	
Contact Name/Phone	KATIE ROSS 625.6716	**Project #**	
Contact E-Mail	KROSS@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Boards and Commissions	**Requisition #**	
Agenda Item Name	0520 APPOINTMENT OF MATTHEW NEWBERRY TO THE CHASE YOUTH		

Agenda Wording

Appointment of Matthew Newberry to the Chase Youth Commission for a term of September 2015 to June 2016.

Summary (Background)

Appointment of Matthew Newberry to the Chase Youth Commission for a term of September 2015 to June 2016.

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

Approvals		**Council Notifications**	
Dept Head	COTE, BRANDY	**Study Session**	
Division Director		**Other**	
Finance		**Distribution List**	
Legal		bcote@spokanecity.org	
For the Mayor	SANDERS, THERESA	jmallahan@spokanecity.org	
Additional Approvals			
Purchasing			

Agenda Sheet for City Council Meeting of: 08/31/2015		**Date Rec'd**	8/18/2015
		Clerk's File #	ORD C35297
		Renews #	
Submitting Dept	POLICE	**Cross Ref #**	
Contact Name/Phone	TIM SCHWERING 625-4109	**Project #**	
Contact E-Mail	TSCHWERING@SPOKANEPOLICE.ORG	**Bid #**	
Agenda Item Type	Emergency Budget Ordinance	**Requisition #**	
Agenda Item Name	0680-POLICE-EBO FORFEITURE & CONTRIBUTION FUND		

Agenda Wording

Amending Ordinance No. C-35185 and appropriating funds in the Forfeitures and Contribution Fund, FROM: Contributions/Donations, $72,200.00; TO: Operating Supplies, same amount.

Summary (Background)

This action appropriates recently contributed revenue in the Forfeiture and Contributions Fund. These funds will be used for Community Outreach Programs.

Fiscal Impact		**Budget Account**
Revenue	**$** 72,200.00	**#** 1560-11330-21390-36710
Expense	**$** 72,200.00	**#** 1560-11330-21390-53201
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	STRAUB, FRANK	**Study Session**	Public Safety 08/17/2015
Division Director	DOBROW, RICK	**Other**	
Finance	SALSTROM, JOHN	**Distribution List**	
Legal	MURAMATSU, MARY	achirowamangu	
For the Mayor	SANDERS, THERESA	mmartinez	
Additional Approvals		ewade	
Purchasing		slynds	

ORDINANCE NO C35297

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 Forfeitures & Contributions 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 Forfeitures & Contributions Fund, and the budget annexed thereto with reference to the Forfeitures & Contributions Fund, the following changes be made:

FROM:	1560-11330	Forfeitures & Contributions Fund	
	21390-36710	Contributions/Donations	$ 72,200
TO:	1560-11330	General Fund	
	21390-53201	Operating Supplies	72,200
			$ 72,200

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget additional funding from dissolution of the Spokane Regional Drug Task Force. These are State Forfeiture Revenues. SPD will be using the funds for Community Outreach Programs 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

Briefing Paper
City of Spokane – SPD - PSC
August 17, 2015

Subject

Interlocal Agreement to dissolve Spokane Regional Drug Task Force (SRDTF) and form Spokane Regional Safe Streets Task Force (SRSSTF).

Background

The SRDTF was made up of commissioned personnel from the Spokane Police Department, Spokane County Sheriff's Office and the Washington State Patrol and is now being dissolved and reformed under SRSSTF with a revised mission and collaboration to involve the gang unit.

- **Mission-** Focus on illegal drug activity that has a direct impact on our city and county even when those activities take them outside the normal jurisdictions.
- **Operations-**Local surrounding area of the city and county of Spokane. All agencies agree to assign personnel to the task force as described in the agreement and follow applicable FBI/DEA or department policies as prescribed.
- **Prosecution-** Completed criminal cases may be prosecuted either in the jurisdiction of occurrence by local prosecutors but also through the federal system by the U. S. Attorney's Office.
- **Fiscal-**
    - **Revenue-**Due to the Spokane Police Department's participation in the task force, the department participates in asset sharing from forfeitures and will be allocated a portion back to SPD based on their level of effort.
    - **Expenses-**SPD agrees to assign two Detectives, One Corporal, on Officer, and one Sergeant to the task force.
    - **Dissolution-** Upon dissolution of the SRDTF agreement it was agreed to split a share of the funds in task force and then reform the SRSSTF.

Impact

Dissolution of SRDTF and shared monies of $72,000 was deposited into the Contribution and Forfeiture fund in order to fund the Youth Police Initiative & Police Action League for the next 3 years. An EBO will need to be created and approved in order to establish the budget.

Action

Council approval of interlocal agreement with the Spokane County Sheriff's Office and EBO.

COPY
ORIGINAL FILED OR RECORDED

C0707468SC

FEB 09 2007

COUNTY AUDITOR
SPOKANE COUNTY WA

Spokane Regional Drug Task Force
1124 W. Riverside, Suite L300
Spokane, WA 99201

SPOKANE REGIONAL DRUG TASK FORCE

OPERATIONAL AGREEMENT

THIS AGREEMENT IS ENTERED INTO BY THE FOLLOWING PARTIES PURSUANT TO RCW 39.34 AND RCW 10.93. IT DESCRIBES THE DURATION, PURPOSE, FORMATION, ADMINISTRATION, TERMINATION, AND FINANCING OF THE SPOKANE REGIONAL DRUG TASK FORCE (SRDTF).

THIS AGREEMENT REPLACES THE AGREEMENT SIGNED BY THE REPRESENTATIVE AGENCY HEADS IN 1999, AND FILED WITH THE SPOKANE COUNTY AUDITOR, FILE # C950185CSC.

I. PURPOSE

Spokane County and the surrounding region have experienced a continuing increase in illegal drug manufacturing and trafficking, along with an increase in related criminal activity. Experience has shown that individual agencies, acting separately, do not have the capacity to significantly impact upper level manufacturing, trafficking, and distribution of illegal drugs.

The purpose of the multi-jurisdictional drug task force is to provide a coordinated and concentrated effort toward investigations that have a direct nexus to Spokane County and the surrounding region and prosecution of violations of the Uniform Controlled Substance Act (RCW 69.32, 69.40, and 69.50) at the highest level possible.

II. ORGANIZATION

The Spokane County Sheriff's Office (SCSO)/Spokane Valley Police Department (SVPD), Spokane Police Department (SPD), and the Washington State Patrol (WSP) each agree to assign full-time commissioned officers to the SRDTF in compliance

with the annual Washington State Department of Community, Trade and Economic Development (CTED) JAG Grant application.

The WSP agrees to assign one full-time Sergeant who will be the unit supervisor and will be responsible for supervision of day to day operations.

The SCSO agrees to assign one full-time Sheriff Technical Assistant I for clerical support. The SCSO also agrees to assign a Lieutenant who will have the responsibility of SRDTF Commander. The Board of Directors may designate a Task Force commander from any other participating agency by a majority vote. The Lieutenant may have other duties within the SCSO, but will dedicate the necessary time to the administration of the SRDTF.

The Spokane County Prosecuting Attorney's Office (SCPAtty) agrees to assign 1.825 FTE prosecutors to the SRDTF. The SCPAtty agrees to assign at least one full-time prosecutor to prosecute criminal cases filed by the SRDTF and a part time prosecutor to prosecute civil forfeiture cases generated by the SRDTF.

All persons assigned to the SRDTF shall work under the direct supervision of the unit supervisor. All persons assigned to the unit shall adhere to the rules and regulations as set forth in the SRDTF policy and procedures manual, as well as their individual departmental rules, policies and procedures. Variance between SRDTF policy and procedures and individual agency rules, policies and procedures shall require the employee to comply with his/her individual agency rules, policies and procedures.

For the purpose of indemnification of participating agencies against any losses, damages, or liabilities arising from the activities of the SRDTF, the assigned personnel shall be deemed to be continuing under the employment of his/her individual agency. Each agency contributing personnel to the SRDTF will continue that employee as an employee of the contributing agency and will be solely responsible for the employee.

Any duly sworn peace officer, while assigned to the SRDTF and working at the direction of the Board of Directors, the SRDTF Commander, and the unit supervisor, shall have the same powers, duties, privileges, and immunities as are conferred upon him/her as a peace officer in his/her own jurisdiction.

Participation in the SRDTF by additional agencies will occur only if a memorandum of understanding has been completed between the SRDTF and the new participating agency, and with a supporting vote of the SRDTF Board of Directors.

III. ADMINISTRATION

Overall governance the SRDTF operations, including the setting of investigative priorities and general operating procedures, will be vested in a Board of Directors consisting of the elected official/department head, or their designee, from each participating agency. Each member of the Board of Directors will have an equal vote in the conduct of its business. In the absence of a majority vote, the deciding vote will be cast by the executive director of the Board of Directors. The Executive Director shall be the elected official/department head of the agency which serves as the fiscal agent as Contractor under the Justice Assistance Grant (JAG) – Drug Interdiction Program.

Under the direction of the Board of Directors, the SRDTF Commander shall act as the principal liaison and facilitator between the Board and SRDTF. The SRDTF Commander will be responsible for keeping the Board informed on all matters relating to the function, expenditures, accomplishments, and problems of the SRDTF.

The Board of Directors may meet quarterly to review the SRDTF activities and policies. Extra sessions can be called by any member of the Board, or at the request of the SRDTF Commander. When the Board votes on any matter a majority shall be required for passage, except in the absence of a majority vote, when the deciding vote will be cast by the executive director of the Board of Directors. In an emergency, the SRDTF Commander may conduct a telephone poll of the Board to resolve an issue.

IV. FINANCING

The SRDTF will have two primary funding sources. These sources will be used for the SRDTF maintenance and operation and capital expenses, as well as some personnel expenses, as set forth in the annual SRDTF JAG Grant contract and budget. Annual contracts and SRDTF budgets will be detailed in an annual memorandum of understanding or contract.

The first primary funding source will be the JAG Grant funds administered each year by the Washington State Department of Community, Trade and Economic Development. The SCSO will be the contracting agency for the grant, and will have the responsibility of administering the grant through the SRDTF Commander.

The second primary funding source will be the forfeited funds generated by the enforcement activities of the SRDTF. The forfeited funds will be used as the matching funds required by the grant and are maintained by the Spokane County

Auditor in a designated unreserved fund balance. The forfeited funds will be used in accordance with the state statute (RCW 69) and the federal asset sharing guidelines. The SCSO as the contracting agency for the grant will have the responsibility of administering the match funds through the SRDTF Commander.

In addition to the grant and match funds there will be funds expended by the participating agencies in relation to the wages/benefits of their employees assigned to the SRDTF. Since grant and match funds change annually the personnel costs to be paid by participating agencies will also change. The division of personnel expenses between the SRDTF budget and participating agencies will be addressed annually by the Board of Directors, during the budget process, and will be detailed in an annual memorandum of understanding or contract.

A tertiary funding source for SRDTF activities are available HIDTA funds. The SCSO is the contractor for HIDTA funds and the HIDTA funds are distributed through the SRDTF unit supervisor. To enhance and support partnerships with other Spokane County narcotic law enforcement entities, HIDTA funds shall be dispersed, at the direction of the SRDTF unit supervisor, to support cooperative investigations targeting illicit narcotic trafficking organizations at the highest level possible that have a direct nexus to Spokane County and the surrounding region.

The SRDTF Commander will have responsibility for the management of the SRDTF budget and funds, subject to the direction and approval of the Board of Directors.

V. MANNER OF ACQUIRING/DISPOSING OF PROPERTY USED

Property/equipment supplied to the SRDTF by a particular agency will remain the property of that agency. Property/equipment purchased with the grant or matching funds will remain with the SRDTF as long as it is operating. Funding and expenditures will be documented. In the event the SRDTF is disbanded the property/equipment belonging to the SRDTF, and any remaining forfeited funds, will be distributed to the participating agencies on a pro rated basis commensurate with participation in the SRDTF after compliance with all applicable requirements of the JAG grant contract, the state statute (RCW 69) and the federal asset sharing guidelines regarding property/equipment acquired with grant and/or forfeiture funds.

VI. TERMINATION OF AGREEMENT

Participating agencies may withdraw from the SRDTF by written statement of termination directed to the Board of Directors. Termination of the agency's participation will take place automatically thirty (30) days after receipt of the written notification, or immediately upon written notification that the agency is unable to

sustain the necessary funding for participation. If, at any time, there are not three or more of the largest local law enforcement agencies willing to continue participation in the SRDTF, the SRDTF will be disbanded and the property/equipment and any remaining forfeited funds will be dispersed as described in section V.

VII. DURATION OF AGREEMENT

This agreement shall remain valid as long as the three largest local law enforcement agencies continue to assign personnel to the SRDTF and abide by the agreement.

To maintain continuity and validity of the agreement the newly elected official or newly appointed department head of any signing agency will be asked to review and sign an identical agreement. As required by RCW 39.34 this and subsequent agreements will be filed with the Spokane County Auditor.

VIII. AGREEMENT

On behalf of my agency I hereby agree to participate in the SRDTF in accordance with the policies set forth in this agreement.

VIII. AGREEMENT

On behalf of my agency I hereby agree to participate in the SRDTF in accordance with the policies set forth in this agreement.

Signature Type/print name below	Agency	Date
Ozzie D. Knezovich	Spokane County Sheriff's Office	12/15/06
Nina D. Regg AIC	Spokane Valley Police Department	1/29/07
Anne Kirkpatrick	Spokane Police Department	12/18/06
P.S. Beckley P.S. Beckley	Washington State Patrol	1-19-07
Steven J. Tucker	Spokane County Prosecuting Attorney's Office	12/14/06 12/14/06

02/09/2007 03:15P
RECEIPT # 521836

SPOKANE COUNTY
AUDITOR
SPOKANE COUNTY, WA

FROM : SPOKANE REGIONAL DRUG TASK FORCE
BY : CMAKI

FILE NO.: 5495542 # Pgs: 6
DOC.: (AGR) AGREEMENT (NO CHARGE)
DOCUMENT FEE: 37.00

TOTAL NO CHARGE FEE -----> 37.00

TOTAL RECORDING FEE ------> 37.00

CHANGE --------> 0.00

*** RECEIPT ***

SPOKANE REGIONAL DRUG AND GANG TASK FORCE

Policy Board Meeting Minutes
February 12th, 2015

The Spokane Regional Drug and Gang Task Force Policy Board met on Thursday, February 12th, 2015, from 10:30 a.m. to 11:50 a.m. in the Spokane County Sheriff's Conference Room at the Public Safety Building, 1100 West Mallon Avenue, Spokane, Washington 99260. Present were: Spokane County Sheriff's Office: Sheriff Knezovich, Lt. John Nowels. Spokane Police Department: Chief Frank Straub, Assistant Chief Selby Smith, Captain Eric Olsen, Lt. Dave Singley. Washington State Patrol: Lt. Chris Sweet. Spokane Valley Police Dept.: Chief Rick VanLeuven. Spokane County Prosecutor's Office: Prosecutor Larry Haskell. SRDTF: Sgt. Dan McDonald, Sgt. Mike Kittilstved, Sgt. Kevin Keller, Admin Assistant Contessa Tucker.
FBI: SSRA Christian Parker. DEA: SAC Tracy Simmons.

Mrs. Tucker updated the board on current budget balances.
HIDTA14 - $50,000. Expended $13,120. Balance $34,380. (To be expended by December 2015)

BRYNE Jag Grant 2014 – $149,697.00. Expended $145,500. Balance: $4,167.

TF Budget 2014/2015 (from DUFB/Seizure acct) – $622,198.

- January Expenditures: M/O $7,633 / Salaries $92,158 / OT $3,104

Estimate DUFB balance as of 01/31/15 - $689,246

Lt. Nowels spoke about the DUFB balance and advised that the task force would need an M&O budget of approximately $200,000 per year to cover all costs to include the admin's salary. As of June 30th, 2015 it looks like that DUFB balance could be down to approximately $489,246 taking into account potential expenditures to include S&B's for the remaining SCSO and Prosecutors. He would like to suggest that the lowest the DUFB can be drawn down to was the $200,000 mark or whatever the board felt was an appropriate threshold amount. He also stated that once a threshold was agreed upon then the board would need to determine a percentage to asset share with the main participating agencies. Then for future asset sharing that percentage can be applied. This of course was dependent on the county agreeing to provide the additional funding for the SCSO officers and the prosecutor's office.

Sheriff Knezovich stated he was advised by Attorney Jim Emacio that he advised the BOCC that the DUFB was not theirs to do with as they wanted.

Discussion ensued regarding the sharing percentages for the state, city, county, prosecutors, and valley.

Sheriff Knezovich stated that he would like to see a 5yr average of what was spent on maintenance and operation as well as overtime.

Chief Straub asked those present that if we are moving more task force assets through the federal way, why keep the task force?

The FBI was asked to absorb the task force in order to keep funding. The mission of the task force has always been mid-upper lever criminal organizations. With the merger the task force was combined with the current gang unit whose mission was gangs and violent crimes. Lt. Nowels stated that the governor wanted to take the money the state received from this program and move it somewhere else, but that didn't happen this year. The emphasis is to fund "innovative" programs which include violent crimes, human trafficking, drugs, and gangs which with the merger meets this "innovative" approach to not just drugs and gangs.

Lt. Sweet stated that the JAG Advisory Committee was initially going to give money to other programs and not the task forces.

Lt. Nowels advised that Dan Davis, contractor for Commerce on Peer Reviews, asked about our current model and Lt Sweet stated that our current model was also presented to West Sound Narcotics Enforcement Team (WestNET) which was well received.

Discussion ensured regarding human trafficking aspect.

Sheriff Knezovich stated that we are not doing a good enough job of self-promoting. Discussions need to occur and who do we need to present the information to? Lt. Sweet stated that they need to go to the JAG advisory meetings. Sheriff Knezovich asked when the next meeting was and Lt. Sweet stated he would find out. Lt. Nowels stated that stats will be added in the presentation.

Sheriff Knezovich re-directed the conversations back to asset sharing and the amount for each agency discussed at the last meeting which would be 1/5th or 20% for each. A motion was then presented.

MOTION

Sheriff Knezovich motioned to make the asset sharing 20% for each the City of Spokane Police Department, the Spokane County Sheriff's Office, the Spokane County Prosecutor's Office, the City of Spokane Valley Police Department, and the Washington State Patrol. Chief Straub seconded the motion. ***All in favor:*** Chief Rick VanLeuven, Lt. Chris Sweet, and Prosecutor Larry Haskell.

Sheriff Knezovich added in a qualifier for asset sharing and stated that if the prosecutors can't get funded then they would need to re-look at the $200,000 limit to make sure they are solvent.

Discussion ensued regarding how federal asset sharing would be split with the agencies now that the task force was combined. SSRA Christion Parker stated that a sharing agreement would need to be completed with the task force only and from there it can be distributed to each agency.

Sgt. McDonald went over current task force activities.

Sgt. Kittilstved talked about WAGang database training. Discussion ensued regarding WAGang, WSIN, and GangNet.

Assistant Chief Smith asked why pay for GangNet when only Washington and California can see it. Sheriff Knezovich stated that while it does cost the system has the potential of going national.

More discussion ensued on who can see the information and in what states.

Sgt. Kittilstved stated that now that the task force and gang unit are merged, why not fund the program out of the DUFB?

Chief Straub asked SSRA Christion Parker about a national database? Why not just use the federal system? SSRA Parker deferred answering to Sgt. Kittilstved who advised that the FBI's system is basically a notification system only; they don't have a central database.

MOTION

Sheriff Knezovich motioned that GangNet and the WSIN bridge be funded out of the DUFB at a cost of $32,000 for GangNet and $8,000 for the WSIN bridge ($40,000). Chief Straub seconded the motion. ***All in favor***: Prosecutor Larry Haskell, Chief Rick VanLeuven, and Lt. Chris Sweet.

Sgt. Keller went over gang update and other activities for the gang unit.

Discussion

Discussion ensured regarding current happenings regarding the Hell's Angels and Mongol shooting which occurred in Arizona.

Meeting adjourned at 11:50 a.m.
Submitted by Contessa Tucker, SRDTF Administrative Assistant

Agenda Sheet for City Council Meeting of: 08/31/2015		Date Rec'd	8/18/2015
		Clerk's File #	ORD C35298
		Renews #	
Submitting Dept	POLICE	Cross Ref #	
Contact Name/Phone	TIM SCHWERING 625-4109	Project #	
Contact E-Mail	TSCHWERING@SPOKANEPOLICE.ORG	Bid #	
Agenda Item Type	Emergency Budget Ordinance	Requisition #	
Agenda Item Name	0680-POLICE-ASSET MANAGEMENT FUND EBO		

Agenda Wording

Amending Ordinance No. C-35185 and appropriating funds in the Asset Management Fund, FROM: Contributed Capital - Federal/State/Local, $300,000.00; TO: Computer/Micro Equipment, same account.

Summary (Background)

This action appropriates additional funding contributed from Spokane County's Emergency Communications Sales Tax Fund. Funds will be used to purchase Mobile Data Computers (MDCs).

Fiscal Impact		Budget Account
Revenue	$ 300,000.00	# 5901-79115-99999-36455
Expense	$ 300,000.00	# 5901-79115-94000-56409
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	STRAUB, FRANK	Study Session	Public Safety 08/17/2015
Division Director	DOBROW, RICK	Other	
Finance	SALSTROM, JOHN	Distribution List	
Legal	MURAMATSU, MARY	achirowamangu	
For the Mayor	SANDERS, THERESA	mmartinez	
Additional Approvals		ewade	
Purchasing		slynds	
		jhensley	

ORDINANCE NO C35298

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

FROM:	5901-79115	Asset Management Fund	
	99999-36455	Contributed Cap-Fed/State/Local	$ 300,000
TO:	5901-79115	Asset Management Fund	
	94000-56409	Computer/Micro Equipment	300,000
			$ 300,000

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget additional funding from Spokane County (Emergency Communications Sales Tax Fund) to purchase Mobile Data Computers (MDCs), 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

Briefing Paper
City of Spokane
Police Department-Public Safety Committee
August 17, 2015

Subject
Approve EBO for excess CAD/RMS funds from Spokane County based upon Authorization letter from Spokane County to be signed 8/17/15.

Background
The CAD/RMS project has come in under budget and the County would like to use the excess funds to reimburse the city for additional expenses relating to upgrading to the new CAD/RMS system.

Funding Source will be the Emergency Communications Sales Tax 1/10th of 1%. The monies will purchase Mobile Data Computers (MDC's) and Dispatch Consoles.

Impact
An EBO of $300,000 will be created in order to accommodate for the additional expense and revenue generated by the savings, contingent upon signatures of Authorization letter and contract amendments to OPR 2015-0074 and Spokane County Resolution 15-0120.

All purchases will need to be approved by Spokane County in order to maintain compliance with CAD/RMS compatible equipment and other related costs.

Action
Approve EBO with Spokane County for reimbursement of costs related to CAD/RMS excess funds.

SPOKANE COUNTY

PUBLIC SAFETY INFORMATION TECHNOLOGY GOVERNANCE COMMITTEE

August 10, 2015

Ms. Becky Gehret
Information Systems Director
815 N. Jefferson
Spokane, Washington 99260

Re: *Authorization to Process Purchase Orders by Spokane County Sheriff and City of Spokane Chief of Police for the Acquisition of Mobile Data Computers and Dispatch Console Workstations in Conjunction with the Implementation of the New CAD/RMS System*

Dear Ms. Gehret:

Spokane County under Resolution 15-0120 and the City of Spokane under OPR 2015-0074 executed a document entitled "INTERLOCAL AGREEMENT FOR IMPLEMENTATION AND ANNUAL MAINTENANCE OF COMPUTER AIDED DISPATCH (CAD), RECORDS MANAGEMENT SYSTEM (RMS), AND MOBILE APPLICATIONS AND OTHER MATTERS RELATED THERETO" ("CAD/RMS Interlocal Agreement"). The CAD/RMS Interlocal Agreement sets forth, among other matters, the financial responsibilities of Spokane County and the City of Spokane with regard to the implementation and annual maintenance of the new CAD/RMS to include (i) Computer Aided Dispatch, (ii) Records Management System, and (iii) Mobile Applications.

Section No. 5 of the CAD/RMS Interlocal Agreement establishes a Public Safety Information Technology Governance Committee ("Governance Committee"). The Governance Committee shall review any objections to the sharing of costs between Spokane County and City of Spokane for "purchase and implementation" cost items.

Both the Spokane County Sheriff's Office and the City of Spokane Police Department have advised it is necessary to acquire Mobile Data Computers ("MDC's) and/or Dispatch Console Workstations as part of system implementation. Both entities have requested that monies committed under the CAD/RMS Interlocal Agreement by Spokane Regional Emergency Communications System ("SRECS") be used to acquire this equipment. Please see Appendix A for a list of approved devices using the Emergency Communications Sales Tax 1/10th of 1% as a funding source.

The purpose of this correspondence is to reduce to writing the Governance Committee's determination that a total of $600,000 committed by SRECS under the CAD/RMS Interlocal

Agreement, with $300,000 being committed to the Spokane County Sheriff and $300,000 being committed to the City of Spokane Police Department, may be used for the purchase of this equipment in conjunction with implementation of the new CAD/RMS System.

The Spokane County Sheriff's Office and the City of Spokane Police Department shall use the appropriate purchasing process in conjunction with the acquisition of the approved equipment.

A copy of the purchase order of such approved equipment will be submitted to your attention for review, approval and processing with SRECS consistent with this correspondence. Documentation indicating the installation of New World Software on the approved equipment will be submitted to Ariane Schmidt, CAD/RMS Project Manager.

Very truly yours,

Public Safety Governance Committee Members

Shelly O'Quinn, County Commissioner

Marshall Farnell, Spokane County CEO

Theresa Sanders, Spokane City Administrator

Gavin Cooley, Spokane City CFO

Chief Bryan Collins, At Large Committee Member

Appendix A

Below is the list of approved devices for use with the Emergency Communications Sales Tax 1/10th of 1% project funding source:

Device	**Use**	**Funding Source %**	**Technical Note**
Mobile Data Computer (MDC)	Law Enforcement field access computers to the New World CAD/RMS Mobile applications (CAD Mobile and Field Reporting).	50% of the cost may be funded by the Emergency Communications Sales Tax 1/10th of 1%	Model must be Panasonic CF-31 or other Spokane County Information Systems Department approved device.
Dispatch Consoles	Computers for Law Enforcement emergency dispatching using the New World CAD application.	100% of the cost may be funded by the Emergency Communications Sales Tax 1/10th of 1%	Includes Computers, Monitors and necessary peripheral devices required for use as described. Spokane County Information Systems Department approval required.

Agenda Sheet for City Council Meeting of: 08/31/2015		**Date Rec'd**	8/19/2015
		Clerk's File #	RES 2015-0093
		Renews #	
Submitting Dept	CITY COUNCIL	**Cross Ref #**	
Contact Name/Phone	BEN STUCKART 625-6269	**Project #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Resolutions	**Requisition #**	
Agenda Item Name	0320 RESOLUTION REGARDING A PARKLET DEMONSTRATION PROJECT		

Agenda Wording

A resolution requesting that the administration and the Downtown Spokane Partnership implement a 60-day parklet demonstration project in downtown Spokane.

Summary (Background)

This resolution requests that the administration, the Downtown Spokane Partnership, YES, and the adjacent property owners enter into a memorandum of understanding which creates and implements a parklet demonstration project in downtown Spokane. It also requests that the administration and the Downtown Spokane Partnership provide a follow-up report to the City Council on the outcomes of the parklet demonstration project in the fourth quarter of 2015.

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

Approvals		**Council Notifications**	
Dept Head	MCDANIEL, ADAM	**Study Session**	
Division Director		**Other**	Community, Health,
Finance	SALSTROM, JOHN	**Distribution List**	
Legal	DALTON, PAT		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

RESOLUTION NO. 2015-0093.

A resolution requesting that the administration and the Downtown Spokane Partnership implement a 60-day parklet demonstration project in downtown Spokane.

WHEREAS, parklets are public spaces which are located in the public right of way and provide additional public gathering spaces which can energize specific areas of a city; and

WHEREAS, the greater pedestrian activity generated by parklets activates the street, generates interest in the area, and leads to an increasingly vibrant public realm; and

WHEREAS, parklets have been shown to have a very positive impact on pedestrian and business activity in cities such as Seattle, Portland, San Francisco, New York, Washington, D.C., and others; and

WHEREAS, business and property owners in several areas of downtown Spokane and in other neighborhoods near downtown have expressed enthusiasm for the placement of a parklet in their areas; and

WHEREAS, the Downtown Spokane Partnership has been working with City staff and with the local nonprofit design group you express studio ("YES") to ensure that a parklet demonstration project could be executed well and therefore be viable proof that the concept could succeed in downtown Spokane and possibly in other neighborhoods as well; and

WHEREAS, to be successful, a parklet demonstration project must adequately address infrastructure and parking impacts, be tied to a specific location, have the support of the adjacent business owners, be safe for the public to use, be easily maintained by a sponsor of the project, be for an express duration, and be capable of easy and fast installation and removal.

NOW, THEREFORE, BE IT RESOLVED BY THE SPOKANE CITY COUNCIL that the City Council requests that the administration, the Downtown Spokane Partnership, YES, and the adjacent property owners enter into a memorandum of understanding which creates and implements a parklet demonstration project in downtown Spokane, according to the parameters stated in the attached briefing paper;

BE IT ALSO RESOLVED, that the City Council requests that the administration and the Downtown Spokane Partnership provide a follow-up report to the City Council on the outcomes of the parklet demonstration project in the fourth quarter of 2015.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

BRIEFING PAPER
City of Spokane
Parklets Demonstration Project
August 17, 2015

Subject
Business owners in some particular areas of the city have requested that they be allowed to build temporary "parklets" within parking spaces.

What is a "parklet"? What mechanism(s) can be used to implement a short-term parklet demonstration project? What would be the follow-up from this pilot project, including measurable goals and outcomes?

Background
Parklets have been in use in Seattle, Portland, Los Angeles, San Francisco, New York, and Washington, D.C. for the past several years. Various cities use different terminology to describe parklets (a variation is a form of a sidewalk café, placed in the street, often called "streateries") but the resulting product is much the same: the creation of public realm improvements which can provide additional gathering places for the general public and which are located in the public right of way.

Parklets are not the same as sidewalk cafes – instead, parklets are public spaces, while sidewalk cafes are "owned" and controlled by the adjacent business for use by their patrons. While some forms of parklets (i.e., "streateries") are designed to extend sidewalk cafes, the demonstration project under consideration by this paper only includes public parklets.

Impact
There are two main potentially negative impacts from the creation of parklets in Spokane: (1) foregone parking meter revenue for the space(s) occupied by the parklet, and (2) obstruction of a portion of the right of way for a period of time. This demonstration project mitigates each of these impacts due to (1) the short duration (60 days, or no later than October 31,2015), and (2) the intent to use loading zone parking spaces which are currently underutilized for that purpose, toward the goal of ensuring that no parking meter revenue would be lost during the duration of the demonstration project.

Action

You express studio ("YES") and the Downtown Spokane Partnership request that the City Council authorize the creation of a memorandum of understanding for a 60-day parklet demonstration project which encompasses the following terms:

- 60-day duration (or, ending on October 31, 2015, whichever is later);
- MOU signed by DSP, adjacent p6roperty owners, YES, City administration;
- Allocation of maintenance, cleaning, and repair responsibility, including maintenance certifications;
- Obtaining insurance coverage for the public's use of the parklet;
- Hold harmless and indemnification in favor of the City, along the same lines as that required for sidewalk cafes;
- Specific placement site detailed, including adjacency with all utilities and infrastructure and ensuring that no access to utility infrastructure is impaired or negatively impacted;
- Parklet design adequately protects the public health and safety by providing for adequate ingress/egress, ADA accessibility, adjacent traffic and safety clear zones, railings, and other such common safety measures as required;
- Preference to place the parklet in an underutilized loading zone, such that no parking meter revenue is impacted;
- Administration, DSP, YES, and adjacent property owners report back to the Council during the fourth quarter of 2015 concerning the demonstration project's successes, barriers, difficulties, public input, and desired areas for improvement;

Agenda Sheet for City Council Meeting of: 08/31/2015		Date Rec'd	8/18/2015
		Clerk's File #	RES 2015-0094
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN STUCKART 625-6269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0320 AMENDING COUNCIL RULES OF PROCEDURE RULE 9.1		

Agenda Wording

A resolution amending the City Council Rules of Procedure to include Community, Health, and Environment as a Standing Committee.

Summary (Background)

This resolution creates the Community, Health, and Environment Committee as standing committee. The Community, Health, and Environment Committee shall act as liaison between the City Council and the various neighborhood organizations, and shall review, consider and make recommendations to the City Council on issues relating to the public and environmental health of the citizens of Spokane.

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

Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	Study Session	
Division Director		Other	Community, Health, and Environment Ad Hoc Committee
Finance	SALSTROM, JOHN	Distribution List	
Legal	PICCOLO, MIKE	Theresa Sanders	
For the Mayor	SANDERS, THERESA	Jonathan Mallahan	
Additional Approvals		Jennifer Stapleton	
Purchasing			

RESOLUTION NO. 2015-0094

A resolution amending the City Council Rules of Procedure.

WHEREAS, pursuant to Section 9(b) of the City Charter, the City Council is authorized to adopt its own rules of procedures; and

WHEREAS, Section 1.5 of the Rules of Procedure require amendments to be adopted pursuant to a resolution; and

WHEREAS, there exists a need to amend Section 9.1 of the City Council Rules of Procedure regarding standing committees; -- Now, Therefore,

BE IT RESOLVED by the City Council of the City of Spokane that the Spokane City Council Rules of Procedure are amended as follows:

Section 1. That Rule 9.1 is amended as follows:

Rule 9.1 STANDING COMMITTEES

There shall be five standing committees: the Public Safety Committee, the Finance and Technology Committee, the Public Works Committee, the ~~Neighborhood Committee~~ Community, Health, and Environment and the Planning~~/Community~~ and Economic Development Committee. Committee membership shall be comprised of a minimum of three council members, one representing each of the three council districts, and additional members as desired. Standing committees with more than three members shall be noticed as meetings of the council where no legislative action shall occur. The Council President ~~shall~~ may chair a maximum of two standing committees to be determined by the Council President. All other committees shall select by majority vote the chair for each committee. No council member shall chair more than two standing committees at one time.

The Council shall confirm the members of standing committees at the second meeting in January of each year or as soon thereafter as possible.

A. The Public Safety Committee, upon the request of the City Council or Mayor shall review, consider and make recommendations to the City Council on issues related to the public ~~health,~~ safety and welfare of the citizens of Spokane specifically including, but not limited to, considering and reviewing programs, plans and other non-personnel activities involving the police and fire departments and other public safety activities of the City of Spokane, and making recommendations where appropriate.

Pursuant to SMC 4.32.110, the Public Safety Committee shall be the liaison between the City Council and the Office of Police

Ombudsman and shall receive monthly reports from the Office of Police Ombudsman.

B. The Finance and Technology Committee is charged with the responsibility to review and report its recommendations on the annual budget and on technological issues related to the City, and to this end may hold public hearings. The committee shall also consider and report on such other financial and technological matters as may from time to time be referred to it by the Council.

The Finance and Technology Committee shall meet not less than quarterly for the purposes of fulfilling its obligations.

C. The Public Works Committee reviews subjects of a public works nature.

D. The ~~Neighborhood Committee~~ Community, Health, and Environment Committee shall act as liaison between the City Council and the various neighborhood organizations, and shall review, consider and make recommendations to the City Council on issues relating to the public and environmental health of the citizens of Spokane.

E. The Planning~~/Community~~ and Economic Development Committee shall review, consider and make recommendations to the City Council on issues relating to planning, ~~community~~ and economic development including land use planning and programs and policies to improve ~~community and~~ economic development.

ADOPTED by the City Council on _____, 2015.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council Meeting of: 08/31/2015		Date Rec'd	8/19/2015
		Clerk's File #	ORD C35299
		Renews #	
Submitting Dept	PLANNING & DEVELOPMENT	Cross Ref #	
Contact Name/Phone	JO ANNE 625-6017	Project #	
Contact E-Mail	JWRIGHT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 - ORDINANCE AMENDING TITLE 17 OF MUNICIPAL CODE		

Agenda Wording

AN ORDINANCE relating to land use application notification and appeal procedures; amending Spokane Municipal Code Sections 17G.050.140 Effect of Notice, 17G.050.310 Right of Appeal, 17G.060.090 Determination of a Complete Application, 17G.060.120

Summary (Background)

City Council President Ben Stuckart, City Staff, and a citizen committee held meetings in 2015 to draft potential amendments to the Spokane Municipal Code pertaining to neighborhood notification of land use applications and permits, resulting in modifications to Title 17. The modifications are intended to improve the Spokane Neighborhood Councils' notice procedures, project awareness, and ability to comment on land use applications and permits which are processed by the City of Spokane.

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

Approvals		Council Notifications	
Dept Head	MEULER, LOUIS	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PCED 8/17/15
Finance	SALSTROM, JOHN	Distribution List	
Legal	RICHMAN, JAMES	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	lmeuler@spokanecity.org	
Additional Approvals		jwright@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		mhughes@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Public Notice - Types of Notice, 17G.060.190 Notice of Decision, and Table 17G.060-3 Type of Public Notice Required / Project Permit Review Process.

Summary (Background)

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

ORDINANCE NO. C35299

AN ORDINANCE relating to land use application notification and appeal procedures; amending Spokane Municipal Code Sections 17G.050.140 Effect of Notice, 17G.050.310 Right of Appeal, 17G.060.090 Determination of a Complete Application, 17G.060.120 Public Notice – Types of Notice, 17G.060.190 Notice of Decision, and Table 17G.060-3 Type of Public Notice Required / Project Permit Review Process.

WHEREAS, the Plan Commission recently considered a proposal to amend the City's land use application notification and appeal procedures to provide early notification to neighborhood councils regarding land use development applications in their respective neighborhoods, and to grant standing to neighborhood councils to bring administrative appeals relating to land use decisions impacting their respective neighborhoods; and

WHEREAS, following appropriate workshops and notice, the City Plan Commission held a public hearing on the proposal on July 22, 2015 and continued the hearing until August 12, 2015;

WHEREAS, at the conclusion of the hearing, the Plan Commission found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code as outlined by SMC 17C.025.010(F), and voted 8 to 0 in favor or recommending that the City Council approve the amendments;

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the Spokane City Plan Commission Findings of Fact, Conclusions, and Recommendations, Proposed Amendment to Spokane Municipal Code Title 17G relating to neighborhood notification of land use applications and permits, dated August 12, 2015;--

Now, Therefore, The City of Spokane does ordain:

Section 1. That SMC section 17G.050.140 is amended to read as follows:

Section 17G.050.140 Effect of Notice

A. Failure of a person entitled to notice to receive notice does not affect the jurisdiction of the hearing examiner to hear the application at the time and place scheduled and to render a decision, if the notice was properly mailed and posted.
B. A person is deemed to have received notice if that person appears at the hearing or submits a written statement regarding the hearing even if notice was not properly mailed or posted. Subject to chapter 36.70B RCW, the hearing examiner may continue the hearing date and extend the comment period to allow such persons additional time to respond.
C. Subject to paragraph B of this section, ((~~If required notice is not given and actual notice not received~~)) if the hearing examiner determines that any notice required under chapter 17G.060 SMC has not been provided, the hearing examiner may reschedule the hearing or keep the record open on the matter to receive additional evidence.

Section 2. That SMC section 17G.050.310 is amended to read as follows:

Section 17G.050.310 Right of Appeal

A. The applicant ((~~of~~)) or a person with standing as defined in chapter 17A.020 SMC may appeal to the hearing examiner a decision of the director of planning services, engineering services, the building official, the responsible official under SEPA as provided in SMC 17G.060.210 and the landmarks commission related to applications for certificate of appropriateness and determination of eligibility under SMC 17D.040.230 by filing with the permit application department a written appeal within fourteen days of the date of the written decision. For purposes of this section, the neighborhood council in which the property to which the decision being appealed is located shall have standing, subject to the neighborhood council demonstrating that it adhered to established bylaws in making the decision to bring the appeal.
B. The applicant, a person with standing, or a City department may appeal to the city council any decision of the hearing examiner, except as provided in SMC 17G.060.210, by filing with the permit application department a written appeal within fourteen days of the date of the written decision of the hearing examiner.

Section 3. That SMC section 17G.060.090 is amended to read as follows:

Section 17G.060.090 Determination of a Complete Application

Within twenty-eight days of receiving a project permit application, the department shall determine if the application is complete (RCW 36.70B.070). Upon receipt of a project permit application the department shall:

A. Counter Complete.
Conduct a preliminary, immediate review to determine if the application contains the documents and information required by SMC 17G.060.070. If the ((~~administrative official~~)) department determines the application does not contain the required documents and information, the application including fees shall be returned to the applicant.
B. Component Screening.
If the application appears to contain required documents, the department shall accept the application and within seven days, conduct a detailed review and determine if any additional information is necessary to process the application. If the ((~~administrative official~~)) department determines the application is missing required components, or is inadequate in other ways, the application including any fees shall be returned to the applicant.
C. Review by Interested Agencies.
If the application, after the detailed review, is found to contain the required components and supporting documents, the application and supporting documents shall be forwarded to ((~~all~~)) (i) interested City departments, ((~~and~~)) (ii) agencies of local, state, or federal governments that may have jurisdiction over some aspect of the application, and (iii) the individual(s) designated pursuant to SMC 4.27.010(D) to receive written notice on behalf of the neighborhood council in which the project is

located and to any neighborhood council whose geographic boundaries are located within a 600-foot radius of the project, at the address for such departments, agencies, and neighborhood council designee(s) on file with the department, for review to ensure compliance with state laws, ordinances and concurrency requirements. Interested departments, agencies, and the neighborhood council shall be given fourteen days to provide comments on a permit application. All written comments will be forwarded to the applicant at the end of the fourteen day comment period. Comments submitted after the fourteen day comment period will be forwarded to the applicant, subject to RCW 36.70B.070.

1. If review agencies require additional information to continue processing the application, the applicant shall be notified in writing.
2. Required information must be provided within sixty days from the notification by the department. The applicant may submit a written request for additional time to the director; any time extensions shall be in writing. If the information is not received within the sixty days (or as otherwise agreed to), the application and a portion of the fees shall be returned to the applicant, pursuant to chapter 8.02 SMC.
3. Within fourteen days of the submission of the additional information identified by the review agency, the department shall notify the applicant whether the studies are adequate or what additional information is necessary.
4. If the neighborhood council submits written comments on an application, the department shall provide a written response to the chairperson, with copy to the applicant, no later than the date on which the application is certified complete pursuant to paragraph D herein below.

D. Application Certified Complete.
Within seven days of the expiration of the interested agency comment period, if no additional information was required, or the information required under subsection (C) of this section is acceptable, the ((~~administrative official~~)) department shall certify the application complete. Applications requiring review by the hearing examiner are forwarded to the hearing examiner upon being certified as complete.

E. Vesting.
Applications shall be considered vested at the time the application is certified complete, the vesting date shall be the date of application submission. If the application is not complete when filed or information is not timely provided as set forth in subsection (B) or (C) of this section, the application shall not be considered complete for purposes of vesting or other statutory compliance dates.

Section 4. That SMC section 17G.060.120 is amended to read as follows:

Section 17G.060.120 Public Notice – Types of Notice

A. Individual notice is given in writing by regular U.S. mail or by personal service.
   1. Notice is given to:
      a. All owners and taxpayers of record, as shown by the most recent Spokane County assessor's record, and occupants of addresses of property located within a four-hundred-foot radius of any portion of the boundary of the subject property, including any property that is

contiguous and under the same or common ownership and control (RCW 36.70B.040(2)). The department may expand the mailing to include areas adjacent to the access easements and areas on the opposite side of rights-of-way, rivers and other physical features;

b. Any person who has made a written request to receive such notice, including any registered neighborhood organization as defined in chapter 17A.020 SMC representing the surrounding area;

c. Any agency with jurisdiction identified by the director.

d. The individual(s) designated pursuant to SMC 4.27.010(D) to receive written notice on behalf of the neighborhood council in which the project is located, at the address for such neighborhood council designee(s) that is on file with the City's department of neighborhood services and code enforcement.

2. Individual and newspaper notices must contain the following information:

a. Type I, II, and III project permit applications:

i. Location of the property sufficient to clearly locate the site.

ii. Description of the proposed action and required permits.

iii. Name, address, and office telephone number of the City official from whom additional information may be obtained.

iv. Applicant name and telephone number.

v. Statement that any person may submit written comments and appear at the public hearing, if applicable.

vi. A statement that comments will be received on environmental issues, any environmental documents related to the proposed action, the SEPA status, and the appeal deadline for SEPA.

vii. A statement that written comments and oral testimony at a hearing will be made a part of the record, if applicable.

viii. A statement, in bold type, that only the applicant, persons submitting written comments, and persons testifying at a hearing may appeal the decision.

ix. Date and time by which any written comments must be received on the notice of application; and

x. Date of the application and date of the notice of complete application.

b. In addition, for Type III project permit application:

i. Notice of community meeting: Date, time, and place of the meeting.

ii. Notice of public hearing: Date, time, and place of a public hearing.

B. Sign.

Posted notice is given by installation of a sign on the site of the proposal adjacent to the most heavily traveled public street and located so as to be readable by the public. The director may require more than one sign if the site fronts on more than one arterial or contains more than three hundred feet of frontage on any street.

1. The posted notice sign must meet the following specifications:

a. It measures a minimum of four feet by four feet, but sign size may be increased in order to contain all of the required information.

b. It is constructed of material of sufficient weight and strength to withstand normal weather conditions.

c. It is white with red lettering.

2. Posted notices must contain the following information:

a. The first line of text on the sign in four-inch letters reads: “NOTICE OF COMMUNITY MEETING” or the applicable notice type.
b. The second line of text on the sign in three-inch letters reads: "PROPOSED CONDITIONAL USE PERMIT, File #Z------ -CUP" or some other appropriate description of the proposed action.
c. The third line of text on the sign in three-inch letters reads: "COMMUNITY MEETING ON/PUBLIC HEARING ON/COMMENTS DUE BY (date, time, and location)."
d. The subsequent line(s) of text, in three-inch letters, read as follows depending on the proposal:

TABLE 17G.060-2
CONTENT OF PUBLIC NOTICE
(Click here to view PDF)

Content of Public Notice	Type I Application	Type II Application	Type III Application
Proposed Use	X	X	X
Proposed Zone			X [2]
Proposed Standard			X [3]
Project Name		X	X
Acreage		X [1]	X [1]
# of Lots		X [1]	X [1]

Notes:
[1] Preliminary Plat, BSP, PUD, Short Plat
[2] Rezone
[3] For applications which modify a development standard

e. The applicant (or agent) name and phone number, the SEPA status, and the deadline for appeal of the SEPA determination.
f. The last line of text on the sign in three-inch letters reads: "FOR INFORMATION: (City contact telephone number and web page address where additional project information may be found).”
g. The following figures illustrate posted notice signs:

Example "A"
NOTICE OF PUBLIC HEARING PROPOSED ZONE CHANGE, FILE #Z2003-01-ZC PUBLIC HEARING ON : 1/1/2004 AT 9:00 A.M. LOCATED: COUNCIL BRIEFING RM., CITY HALL Proposed Zone: C1 Proposed Use: Warehouse Applicant/Agent: John Doe, Phone (509) 999-0001 SEPA: DNS, appeal deadline 12/24/03

FOR INFORMATION: (509) 625-6300 https://my.spokanecity.org/projects/example/

Example "B"
NOTICE OF SEPA/APPLICATION BUILDING PERMIT, FILE #B0300001 PUBLIC COMMENT DUE : 1/1/2004 AT 9:00 A.M. LOCATED: COUNCIL BRIEFING RM., CITY HALL Proposed Use: Commercial Applicant/Agent: John Doe, Phone (509) 999-0001 SEPA: DNS, appeal deadline 12/24/03 FOR INFORMATION: (509) 625-6300 https://my.spokanecity.org/projects/example/

C. Posting.
Posting of the notice as a letter, identical in form and content to individual written notice, shall be posted at "official public notice posting locations," including:
   1. The main City public library and the branch library within or nearest to the area subject to the pending action;
   2. The space in City Hall officially designated for posting notices; and
   3. Any other public building or space that the city council formally designates as an official public notice posting location, including electronic locations.

D. Newspaper notice is published in a legal newspaper of general circulation. The contents of the newspaper notice are as prescribed in subsection (A)(2) of this section. Newspaper notices are published on the same day of two consecutive weeks, the first no later than the number of days specified for the particular application type specified in this chapter.

E. Other Notification.
The hearing examiner, with respect to permit applications for non-site specific issues, such as essential public facilities, may require or provide for such alternative or additional notice as deemed necessary and appropriate to serve the public interest. A notification plan may be required of the applicant by the hearing examiner indicating the form and time of notice appropriate to the scope and complexity of the proposed project.

Section 5. That SMC Table 17G.060-3 is amended to read as follows:

TABLE 17G.060-3
TYPE OF PUBLIC NOTICE REQUIRED / PROJECT PERMIT REVIEW PROCESS
(Click here to view PDF)

Project	Notice of	Notice of	Notice of	Review	City	Expiration of

Permit Type	Community Meeting	Application	Public Hearing	Official	Council Review	Permit [1]
Building and Code Enforcement – Type I Application						
Building Permit	No	((~~Legal / Individual~~)) No	No	Building Official	No	180 days
Grading Permit	No	((~~Legal / Individual~~)) No	No	Building Official	No	180 days
Demolition Permit	No	((~~Legal / Individual~~)) No [5]	No [2]	Building Official	No	180 days
Building Permit with SEPA	No	Posted / Legal	No	Building Official	No	180 days
Grading Permit with SEPA	No	Posted / Legal	No	Building Official	No	180 days
Demolition Permit with SEPA	No	Posted / Legal [5]	No	Building Official	No	180 days
Planning Services – Type I Application						
Floodplain with SEPA	Posted / Individual	Posted / Individual	No	Planning Director	No	180 days
Planning Services – Type II Application						
Binding Site Plan	No	Posted / Individual	No	Planning Director	No	5 years
Certificate of Compliance	No	Posted / Individual	No	Planning Director	No	None

Conditional Use Permit	No [3]	Posted / Individual	No	Planning Director	No	3 years
Plans-in-lieu	No	Posted / Individual	No	Planning Director	No	3 years
Shoreline SDP	No	Posted / Individual	No	Planning Director	No	Must Comply with WAC 173-27-90
Short Plat	No	Posted / Individual	No	Planning Director	No	5 years
Planning Services – Type III Application (Hearing Required)						
Certificate of Compliance	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	No	None
Conditional Use Permit	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	No	3 years
Floodplain Variance	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	No	3 years
Long Plat	Posted / Individual	Posted / Individual	Newspaper / Posted / Individual	Hearing Examiner	No	5 years
Plans-in-lieu	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	No	3 years
PUD	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	Yes	5 years [4]
Rezone	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	Yes	3 years
Shoreline CUP	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	No	Must Comply with WAC 173-27-90
Shoreline Variance	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	No	Must Comply with WAC 173-27-90

Skywalk	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	Yes	2 years
Variance	Posted / Individual	Posted / Individual	Posted / Individual	Hearing Examiner	No	3 years

Notes:
[1] Approval expires after the specified time if no permit to develop the project is issued by the City of Spokane or building permit expires without completion of the improvements.
[2] Public Hearing is required if the structure is on the National Historic Register.
[3] Conditional Use Permits required under SMC 17C.110.110, Limited Use Standards for Religious Institutions and Schools, will complete posted/individual notification requirements for a Community Meeting.
[4] If a PUD is approved together with a preliminary plat, the expiration date for the PUD shall be the same as the expiration date of the preliminary plat.
[5] Applications for demolition permits for the demolition of an entire building or structure shall, in addition to any applicable requirements under chapter 43.21C RCW, be subject to a ten day review and comment period. This review and comment period shall run concurrently with any other applicable notice and comment period. Following receipt of such applications, copies shall be forwarded to the individual(s) designated pursuant to SMC 4.27.010(D) to receive written notice on behalf of the neighborhood council in which the building or structure is located, at the address for such neighborhood council designee(s) that is on file with the department. Any comments submitted to the department by the neighborhood council during this review and comment period shall be provided to the applicant prior to issuing the demolition permit.

Section 6. That SMC section 17G.060.190 is amended to read as follows:

Section 17G.060.190 Notice of Decision

A. Decisions on Type I, II, and III project permit applications are made by the hearing examiner or director within ten days of the date the record is closed. The time for decision may be extended if the applicant agrees in writing. Subject to chapter 36.70B RCW, the time for decision may also be extended to allow time for additional public comment if the hearing examiner or director determines that notice was not properly mailed or posted; provided, a person is deemed to have received notice if that person appears at the hearing or submits timely written comments, even if notice was not properly mailed or posted. In making the decision, the hearing examiner or director may approve, approve with conditions, or deny the permit application. The decision is made in writing.
B. Within seven days of making the decision, the hearing examiner or director causes notice of decision to be provided as follows:
    1. Written notice of decision is provided by the decision-maker concurrent to the decision.
    2. Notice of a decision denying a permit application is given to the applicant. A full copy of the decision and any conditions of approval accompanies the notice of the decision to the applicant.

3. Notice of all other decisions is given to the applicant, all parties of record, and all persons who have requested to be given notice.
4. Notice of decision for Type I permit applications shall be the permit. For Type II and III permit applications the decision includes the following information:
    a. Location of the property.
    b. Description of the proposed action.
    c. Name, address, and office telephone number of the City official from whom additional information may be obtained.
    d. Applicant name and number.
    e. The decision made, including the environmental threshold determination.
    f. A list of persons who testified in person or in writing, or a summary of such a list.
    g. A list of exhibits or a summary of such a list.
    h. A statement of the decision criteria governing the application.
    i. A statement of the comprehensive plan policies governing the application.
    j. Findings of fact and conclusions relating the proposal to the decision criteria governing the application and which form the basis for the decision.
    k. A statement that a full copy of the decision may be obtained from the designated official for the cost of reproduction.
    l. The last date the decision may be appealed.
    m. The place the appeal must be filed.
    n. A statement of the fee to be charged for an appeal and the approximate cost to prepare any required transcripts.
    o. A statement that the decision will be final unless appealed; and
    p. The signature of the person making the decision.

C. If the decision on a Type II or III project permit includes conditions of approval, a covenant must be recorded in the Spokane County auditor's office identifying the restrictions to use and development of the property exist. The covenant must be filed within the approval time limits of the permit or the approval becomes void. For rezones, the hearing examiner does not forward the rezone to the city council until the covenant has been filed.
D. The decision for a shoreline substantial development permit, shoreline conditional use permit, or shoreline variance must contain a statement that construction pursuant to the permit shall not begin and is not authorized until twenty-one days from the "date of filing" by department of ecology as defined in RCW 90.58.140(6) and WAC 173-27-130, or until all review proceedings initiated within twenty-one days from the date of such filing have been terminated; except as provided in RCW 90.58.149(5)(a) and (b).
E. Notice of decision for a shoreline substantial development permit, shoreline conditional use permit, or shoreline variance shall be submitted to the department of ecology along with a permit data sheet (Appendix A, WAC Chapter 173-27). For a shoreline conditional use permit or a shoreline variance, there is a thirty-day review by department of ecology. After this period, the department of ecology shall render and transmit to the City of Spokane and the applicant a final decision approving, approving with conditions, or disapproving the permit. The planning director shall provide notification within seven days of the department of ecology's final decision to those interested persons having requested notification.

PASSED by the City Council on _____.

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
Proposed Amendments to
Spokane Municipal Code Title 17G relating to neighborhood notification of land use applications and permits.

A recommendation from the City Plan Commission to the City Council to approve proposed amendments to the Unified Development Code. The proposal amends sections 17G.060.090 Determination of a Complete Application, 17G.060.120 Public Notice - Types of Notice, 17G.060.190, Table 17G.060-3 Type of Public Notice Required, 17G.060.190 Notice of Decision, 17G.050.310 Right of Appeal, 17G.500.315 Standing, and 17G.050.140 Effect of Notice.

Findings of Fact:

A. City Council President Ben Stuckart, City staff (Planning and Development Services, Legal, and Community and Neighborhood Services), and a citizen stakeholder group began meeting in early 2015 to draft potential amendments to the Spokane Municipal Code pertaining to neighborhood notification of land use applications and permits, resulting in proposed modifications to Title 17G.

B. A Plan Commission Workshop to review and discuss the proposed modifications was held on June 10, 2015.

C. Staff presented the proposal to the Land Use Sub-Committee of the Community Assembly on June 18, 2015, and to the Community Assembly on July 10, 2015. The Community Assembly forwarded comments and recommendations to the Plan Commission for consideration.

D. On June 19, 2015, staff requested that the Washington State Department of Commerce grant a 14-day expedited review period for this proposal to its Growth Management Services Division. The expedited review was approved on July 13, 2015.

E. The proposal is a procedural action which is exempt from the State Environmental Policy Act (SEPA) review, pursuant to WAC 197-11-800.

F. Notices of the Plan Commission Public Hearing were published in the Spokesman Review on July 8, 2015 and July 15, 2015.

G. Notice of the Public Hearing was posted in City Hall and the Downtown Public Library on June 23, 2015.

H. Notice of the Public Hearing was sent to applicable agencies, City of Spokane departments and staff, stakeholders, and the Neighborhood Council Chairs on June 25, 2015 and on July 6, 2015.

I. The City Plan Commission held a public hearing on July 22, 2015 to obtain public comments on the proposed amendments. In order to more thoroughly review public comments received on the proposal, the Plan Commission voted to

continue the hearing until its August 12, 2015 meeting, and left the record open for additional written testimony, if any.

J. During its deliberations, the Plan Commission reviewed the proposed amendments and finds them to be in conformance with the following goals and policies of the City's Comprehensive Plan:

LGC 3 PLANNING THROUGH NEIGHBORHOOD COUNCILS
Goal: Utilize the neighborhood councils and the Community Assembly as a way for the public to participate in planning activities and bring proposals through the City Plan Commission to the City Council.

Policies
LGC 3.1 Forum for Citizens
Use neighborhood councils as one of many forums for citizens to bring issues and/or problems to the City of Spokane for debate and to express their preferences for resolution.

LU 7.2 Continuing Review Process
Develop a broad, community-based process that periodically reevaluates and directs city policies and regulations consistent with the Visions and Values.

N 7.2 City Hall Outreach
Encourage City Hall outreach efforts in neighborhoods.

Conclusions:

A. The Plan Commission reviewed all public testimony received during the public hearings.

B. The Plan Commission finds that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

SMC 17G.025.010 (F) Approval Criteria:

1. The proposed amendments are consistent with the applicable provisions of the comprehensive plan; and
2. The proposed amendments bear a substantial relation to public health, safety, welfare, and protection of the environment.

Recommendations:

By a vote of 8 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Unified Development Code, Title 17G.

Dennis Dellwo, President
Spokane Plan Commission
August 12, 2015

Agenda Sheet for City Council Meeting of: 08/31/2015		Date Rec'd	8/19/2015
		Clerk's File #	ORD C35300
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	JON SNYDER 625-6254	Project #	
Contact E-Mail	JSNYDER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 ORD RE SICK AND SAFE LEAVE		

Agenda Wording

An ordinance relating to earned sick and safe leave in the City of Spokane; creating a new Title 18 to the Spokane Municipal Code; amending section 03.01A.355 of the Spokane Municipal Code; and amending section 04.04.050 of the Spokane Municipal Code

Summary (Background)

This ordinance creates a new section of the municipal code (Title 18) relating to a city-wide earned sick and safe leave policy; including permitted uses, accrual rates (one hour for every thirty hours worked), an annual cap (twenty four hours), allowable carry-over, documentation, employer responsibilities and enforcement (amending 03.01A.355 and 04.04.050). Title 18 will be effective one year from enactment of the ordinance.

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

Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	Study Session	
Division Director		Other	Work Group and Open House Meetings
Finance	SALSTROM, JOHN	Distribution List	
Legal	DALTON, PAT	bstum@spokanecity.org	
For the Mayor	SANDERS, THERESA	jsnyder@spokanecity.org	
Additional Approvals		bmcclatchey@spokanecity.org	
Purchasing			

ORDINANCE NO. C35300.

An ordinance relating to earned sick and safe leave in the City of Spokane; creating a new Title 18 to the Spokane Municipal Code; amending section 03.01A.355 of the Spokane Municipal Code; and amending section 04.04.050 of the Spokane Municipal Code.

WHEREAS, many workers employed in the City of Spokane cannot take paid time off when they, their children, or their family members, get sick, or when their life is potentially in jeopardy due to an incident of domestic violence, sexual assault or stalking; and

WHEREAS, most workers will, at some time during the year, need time off from work to take care of their own health or safety needs and/or the health or safety needs of their families and loved ones; and

WHEREAS, earned sick and safe leave will allow parents to provide personal care for their sick children, making children's recovery faster, preventing more serious illnesses, and improving their children's overall mental and physical health; and

WHEREAS, as many businesses in Spokane already fully recognize through the provision of their own sick leave policies, providing for employees' sick and safe leave is affordable for employers and good for business because it enables greater employee retention, the protection of public health, an increase in productivity, and the avoidance of "presenteeism," namely, the tendency of employees to report to work sick, a practice which has been associated with increased risk of transmission of infectious diseases, like the common cold and influenza, as well as decreased worker safety, morale, and productivity; and

WHEREAS, because domestic violence, sexual assault, and stalking have an impact on many workers, the availability of earned safe leave will protect victims of domestic violence, sexual assault, and stalking, as well as their families, and enable them to focus on obtaining the assistance they need; and

WHEREAS, the National Association of County and City Health Officials (NACCHO), of which the Spokane Regional Health District is affiliated, supports the passage and implementation of local legislation which requires employers to provide earned sick leave; and

WHEREAS, the City Council convened a working group made up of stakeholders from industry, public health, non-profits, government agencies, labor unions, and small business, to examine the concept of enacting a paid sick leave policy as well as the possible implications and unintended consequences of enacting such a policy and to recommend a framework for a paid sick leave policy; and

DRAFT

WHEREAS, the Spokane City Council finds that the public health in Spokane will be most effectively safeguarded by ensuring that workers in Spokane have access to paid earned sick and safe leave.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new Title 18 of the Spokane Municipal Code to read as follows:

Title 18 Employment Standards

Chapter 18.01 Earned Sick and Safe Leave

18.01.010 Definitions

For purposes of this chapter, the following definitions shall be applied. Words used in the singular shall include the plural, and vice-versa.

A. "Adverse action" means any action taken by an employer to discharge from employment, suspend, discipline, transfer, demote, or deny promotion, or to threaten to do any of the foregoing.
B. "Agency" means the Office of Code Enforcement, as its duties are specified in SMC 03.01A.355.
C. "Business" has the same meaning as stated in SMC 08.01.020(A).
D. "City" means the City of Spokane.
E. "Domestic violence" has the same meaning as stated in RCW 10.99.020(5), and includes "stalking" as defined in RCW 9A.46.110.
F. "Earned sick and safe leave" or "leave" means paid leave accrued, utilized, and compensated for as provided in this chapter.
G. "Covered Employee" means any person employed by an employer in the City of Spokane, including regular, full-time employees, part-time employees, and domestic workers; employees of staffing agencies; and telecommuters, but excluding seasonal and temporary employees and independent contractors.
H. "Employer" means any person who employs at least one person for compensation in the City of Spokane. For purposes of this chapter, "employer" does not include:
    1. The United States government;
    2. The state of Washington;
    3. Any city, county, or local government; or
    4. Any sole proprietorship as defined in Washington law;
I. "Family member" means:
    1. Spouse or domestic partner;
    2. Child who is:
        A. Under 18 years of age, or;

DRAFT

B. 18 years of age or older and incapable of self-care due to a mental or physical disability;

3. Parent;
4. Grandparent; or
5. Grandchild.

J. “Person” means any individual, partnership, corporation, association, organization, trade or professional association, labor union, cooperative, legal representative, trustee, trustee in bankruptcy and receiver, firm, institution, or any other group of persons acting in concert; this definition also includes any owner, lessee, proprietor, manager, agent, or employee, whether consisting of one or more natural persons.

K. “Retaliation” means an adverse action motivated in whole or in part by a covered employee’s status as a charging party or by a covered employee’s exercise of rights established by this chapter.

L. “Separation” means an involuntary discharge of employment, not for cause, including without limitation a business-related or seasonal layoff.

18.01.020 Applicability

A. This chapter applies to all employers in the City of Spokane.

B. This chapter does not apply to work-study students, temporary or seasonal workers, independent contractors, or employees employed by a firm(s) engaged in “construction work” as defined in WAC 296-155-012 and as specifically classified by Chapter 296-17A WAC.

18.01.030 Accrual Rates, Annual Cap, and Carry-Over

A. All covered employees shall, beginning with their first day of employment, accrue leave at the rate of one (1) hour of leave for every thirty (30) hours worked; provided that nothing in this chapter prohibits an employer from providing earned sick and safe leave in advance of accrual such as by “front-loading” leave hours at the beginning of each year.

B. No employee may use more than twenty-four (24) hours of leave in any year.

C. A covered employee may carry over into the next year up to twenty-four (24) hours of earned sick and safe leave which were not used in the prior year.

D. Nothing in this chapter requires employers to allow covered employees returning from separation to reinstate the earned sick and safe leave balance accrued during a prior period of employment or to “cash out” accrued and unused earned sick and safe leave upon a covered employee’s termination, resignation, retirement, or other separation from employment.

18.01.040 Permitted Uses of Leave and Compensation

DRAFT

A. A covered employee may use accrued earned sick and safe leave for:

1. Diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition;

2. The diagnosis, care, or treatment for a child's, grandchild's, parent's, parent-in-law's, spouse's, or domestic partner's mental or physical illness or preventative care;

3. Any reason identified in RCW 49.76.030 (pertaining to domestic violence leave);

4. Any period in which the employer's business or the employee's child's school or place of care is closed by order of a public official to limit exposure to an infectious agent, biological toxin, or hazardous material; or

5. Bereavement leave.

B. Compensation due to a covered employee who uses accrued leave shall be at the same rate of pay and with the same benefits as the employee would have earned during the time during those hours in which the employee was scheduled to work but for which leave is taken; provided, however, that compensation for tips or commissions the employee foregoes during the period the employee uses leave is not required by this chapter.

D. An employee may agree to work additional hours or shifts during the same or next pay period instead of using his or her accrued leave and nothing in this chapter prohibits or requires employers from allowing employees to voluntarily swap assigned shifts or hours in lieu of the employees' use of leave earned under this chapter.

F. Nothing in this chapter prohibits or requires an employer to allow a covered employee to donate earned sick and safe leave hours to another covered employee of the same employer.

G. Nothing in this chapter prohibits an employer from requiring that covered employees complete a probationary period before using accrued leave; provided, however, that such probationary period may be no longer than ninety (90) days.

18.01.050 Documentation for Use of Leave on Consecutive Days

A. An employer may require covered employees to provide reasonable documentation for the use of three (3) consecutive days of earned sick and safe leave. For purposes of this chapter, documentation signed by a health care provider stating that the employee is under treatment is reasonable

DRAFT

documentation. An employer may not require that the documentation explain the nature of the illness, injury, or medical condition.

B. For any covered employee who is not covered by the employer's health care plan, the employer must compensate the employee for one-half of the out-of-pocket expenses incurred by the employee to obtain any documentation requested by the employer under the preceding paragraph, including without limitation, the cost of services provided by health care providers and/or health care facilities, testing required or prescribed by health care providers, and transportation to the location where the services are provided.

18.01.060 Notices and Posting

Beginning on the effective date of this chapter, employers shall post, in a place commonly accessible to employees, a notice stating the employee's right to earned sick and safe leave as provided for in this chapter.

18.01.070 Employer Responsibilities

A. Employers shall maintain records, consistent with the employer's usual and customary business practices, of each covered employee's earned sick and safe leave accrual and use, for five (5) years.

B. At regular intervals, or upon request by its employees, each employer shall provide information to its employees concerning its covered employees' accrued earned sick and safe leave, including without limitation the employee's leave balance and amount of leave used by the employee during the current fiscal year.

C. Beginning on the effective date of this chapter, when making application for a new business registration or a renewal of business registration, each applicant or registrant must certify its compliance with this chapter, in the manner prescribed by the Agency.

18.01.080 Effective Date

This chapter shall be effective one (1) year from enactment; provided, however, that businesses which receive their first business registration in the City of Spokane after the passage of this chapter but before the effective date shall not be subject to this chapter for a period of one (1) year after the date of their first business registration in the City of Spokane.

18.01.090 Enforcement

DRAFT

A. It is the intention of the City of Spokane that this chapter be reasonably construed to accomplish the objective of ensuring that employees in Spokane have access to earned sick and safe leave. The Agency's first enforcement priority is and shall at all times be informing employees and employers of the public health benefits of earned sick and safe leave. The accomplish that result, the Agency is encouraged to seek assistance and collaboration from regional, state, and national health agencies, providers, and educational institutions.

B. Powers and duties of Agency

1. The Agency shall have the authority to:

a. investigate claims of violations of this chapter;

b. educate and inform employers and employees of their rights and obligations under this chapter, as well as the public health benefits of earned sick and safe leave policies;

c. assist employers in their efforts to comply with the requirements of this chapter;

d. create and enforce a set of reasonable regulations to effectuate the purpose, intent, and terms of this chapter; and

e. issue findings of fact and determinations of cause/no cause in response to claims of violation of this chapter.

C. Procedure

1. Filing of charge
   a. Any covered employee who has reason to believe that her employer is in violation of this chapter may file a clear, written charge stating facts showing that reasonable belief with the Agency no later than one hundred eighty (180) calendar days after having actual notice of facts which the employee reasonably believes to be a violation of this chapter.
   b. The Agency shall create the appropriate forms for parties to use in making charges of violations of this chapter.
2. Notice of charge to employer

Within fifteen (15) calendar days of receiving the charge of violation from the employer, the Agency shall notify the employer, in writing, of the allegation of violation, including a brief explanation of the facts as reported to the Agency, and requesting that the employer respond within fifteen (15) calendar days.

3. Investigation

DRAFT

For each complaint received, and based upon the allegation and the employer's response, the Agency shall endeavor, expeditiously and in good faith, to ascertain whether there is reasonable cause to believe that the employer has violated this chapter. The Agency's investigation shall be completed within fifteen (15) calendar days of the Agency's receipt of the employer's response to the claim of violation.

4. Findings of fact and cause/no cause determination

Upon the conclusion of its investigation, the Agency shall issue a determination letter stating whether the agency has reasonable cause to believe that a violation of this chapter has occurred. The Agency shall furnish this letter to the charging party, the employer, and the City of Spokane Human Rights Commission.

5. Conference

If the Agency finds reasonable cause to believe that an employer has violated this chapter, the Agency shall seek the participation of the charging party and the employer in a conference to attempt to resolve the dispute. Conferences shall in all cases be directed toward ensuring the employer's compliance with this chapter and toward education concerning the public health effects and benefits of an earned sick and safe leave policy. To that end, and as a part of the conference, the Agency shall also, as needed under the circumstances, assist the employer in creating and implementing an earned sick and safe leave policy which complies with this chapter.

6. Penalties
    a. If the facts underlying the Agency's reasonable cause to believe that a violation has occurred persist after the conference, the Agency is authorized to issue to the employer a written penalty determination and levy a $250 fine for a first violation of this chapter, a $500 fine for a second violation of this chapter, and a $1,000 fine for a third (and any successive) violations of this chapter.
    b. If the Agency finds that there is reasonable cause to believe that an employer has retaliated against a charging party after the employer knew, or reasonably should have known of the existence of the charge, the Agency is authorized to triple the applicable penalty.
    c. If the Agency finds that an employer has violated the requirements of this chapter five (5) times or more, the Agency may seek revocation of the employer's City of Spokane business registration pursuant to SMC 04.04.050(9).

7. Administrative appeal

DRAFT

a. If either the employer or the charging party disagrees with the Agency's issuance of a determination issued under this chapter, either party may file an appeal with the hearing examiner stating reasons the employer or employee disagrees with the Agency's determination, along with any additional relevant documents and/or argument. The Agency, the employer, and the employee shall be entitled to appear in any hearing or meeting held by the hearing examiner. The hearing examiner's standard of review shall be whether there is substantial evidence for the determination under appeal.
b. Within forty-five (45) days of its receipt of an appeal, the hearing examiner shall send to the parties a decision affirming, modifying, remanding to the Agency, or reversing the determination under appeal, based upon the documents and argument provided by the employer, the employee, and the Agency, as applicable.
c. If, in the judgment of the hearing examiner, a party can provide new evidence not available at the time of the Agency's determination which would more likely than not change the decision, the examiner shall remand the matter to the Agency for reconsideration of that evidence.
d. If the Agency's determination was based upon or contained a clear procedural error which has adversely affected the rights of a party to the appeal, the hearing examiner may remand the matter to the Agency for further proceedings.

8. Judicial appeal

Either the employer or the charging party may appeal the decision of the hearing examiner by filing an action in Spokane County Municipal Court no later than (30) days after the final decision of the hearing examiner.

9. Remedies

The remedies available under this chapter include, but are not limited to, pay for earned sick and safe leave unlawfully withheld and a reasonable attorneys' fee incurred for judicial enforcement efforts in the Spokane Municipal Court.

10. Exhaustion Required

Except as otherwise provided herein, this chapter contains the sole process for the judicial determination of rights and obligations created by this chapter and no person may seek judicial review of a decision made under this chapter without first exhausting the administrative remedies created by this chapter.

18.01.100 Private Right of Action

DRAFT

A. Any covered employee who claims that his or her employer has retaliated against him or her motivated in whole or in part by the employee's use or attempted use of benefits under this chapter may immediately file an action in the Spokane Municipal Court. Nothing in this chapter requires the exhaustion of administrative remedies prior to bringing an action alleging retaliation.

B. The Agency may also bring an action against an employer to enforce the provisions of this chapter in the Spokane Municipal Court.

18.01.110 No Waiver

Nothing in this chapter is or shall be construed to be a waiver, limitation, or preemption of any other rights, whether arising under state, federal, or local law or regulation, by the City or by any other person.

18.01.120 Severability

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

18.01.130 Effect of Other Existing Law

Nothing herein shall affect in any way any other requirement of state or federal law concerning the conditions of employment.

18.01.140 More Generous Employer Policies Encouraged

A. Nothing in this chapter prohibits employers from implementing an earned sick and safe leave policy which is more generous or more expansive than the minimum standards prescribed in this chapter.

B. Nothing in this chapter prohibits employers from offering "all-purpose" paid time off in lieu of earned sick and safe leave; provided, however, that any such "all-purpose" paid time off policy shall accrue and be available for use in the same amounts and for the same purposes as earned sick and safe leave as provided in this chapter; provided also, that any such employer which provides "all-purpose" paid time off shall not be obligated to provide additional leave in excess of the paid time described in this chapter.

Section 2. That Section 03.01A.355 of the Spokane Municipal Code is amended to read as follows:

03.01A.355 Neighborhood Services and Code Enforcement

DRAFT

A. The department of neighborhood services and code enforcement acts as the staff support for the neighborhood councils and community assembly, and primarily through these organizations, the citizens of Spokane.

B. The department of neighborhood services and code enforcement serves as liaison between the legislative and executive branches of the City, the neighborhood councils and the community assembly.

C. The code enforcement section coordinates the activities of the other City departments and local and regional agencies in the investigation and resolution of violations of the public health and safety laws.

D. The code enforcement section shall investigate and enforce where necessary the requirements of the City's earned sick and safe leave ordinance, codified at Chapter 18.01 SMC.

Section 3. That section 04.04.050 of the Spokane Municipal Code is amended to read as follows:

Section 4.04.050 Refusal to issue, revocation of, or refusal to renew business license.

A. The license officer endeavors to issue or determine not to issue a license within fifteen days of application.

B. The license officer has the power and authority to refuse to issue, revoke or refuse to renew any business license issued under the provisions of this chapter. The license officer shall notify such applicant or licensee of the refusal to issue, revocation of, or refusal to renew, in the same manner as orders to comply are served under SMC 4.04.080, and include on the notice what grounds such a decision was based. The license officer may refuse to issue, revoke or refuse to renew any license issued under this chapter on one or more of the following grounds:

1. The applicant or licensee has not made good tender of the license fee.
2. The applicant or licensee has not furnished sufficient and accurate information.
3. The applicant or licensee is not otherwise eligible.
4. The applicant or licensee has failed to comply with any provisions of this chapter.
5. The property at which the business is located has been determined by a court to be a chronic nuisance property as provided in chapter 10.08A RCW.
6. The applicant or licensee has been convicted of wage theft under SMC 10.05.107 within the last ten years.
7. The applicant or licensee is a person subject within the last ten years to a court order entering final judgment for violations of chapters 49.46, 49.48

or 49.52 RCW, and the judgment was not satisfied within 30 days of the later of either:

a. the expiration of the time for filing an appeal from the final judgment order under the court rules in effect at the time of the final judgment order, or
b. if a timely appeal is made, the date of the final resolution of that appeal and any subsequent appeals resulting in final judicial affirmation of the findings of violations of chapters 49.46, 49.48 or 49.52 RCW.

8. The applicant or licensee is a person subject within the last ten years to a final and binding citation and notice of assessment from the Washington State Department of Labor and Industries for violations of chapters 49.46, 49.48 or 49.52 RCW, and the citation amount and penalties assessed therewith were not satisfied within 30 days of the date the citation became final and binding.
9. <u>The applicant has been convicted of violating the City's earned sick and safe leave ordinance, chapter 18.01 SMC, 5 times within the past 10 years.</u>

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

DRAFT