CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM

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

1. **No Clapping!**
2. **No Cheering!**
3. **No Booing!**
4. **No public outbursts!**
5. **Three-minute time limit for comments made during open forum and public testimony on legislative items!**
6. **No person shall be permitted to speak at open forum more often than once per month.**

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

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

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.

2.2.6 In an effort to encourage wider participation in open forum so that the Council can hear a wide array of citizen comment, no person shall be permitted to speak at open forum more often than once per month. However, this limitation has no effect on the public comment rules concerning items on the Council's current 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, as specified in Rules 5.3 and 5.4.

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, including but not limited to demonstrations, banners, applause, profanity, vulgar language, or personal insults 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, MAY 2, 2016

MISSION STATEMENT

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

MAYOR DAVID A. CONDON
COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS
COUNCIL MEMBER LORI KINNEAR
COUNCIL MEMBER KAREN STRATTON
COUNCIL MEMBER MIKE FAGAN
COUNCIL MEMBER CANDACE MUMM
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 May 2, 2016:

User Name: **COS Guest**
Password: **2sm257dG**

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.	MOU extension with Hoopfest Association for special event cost recovery for Police & Fire overtime associated with the 2016 Hoopfest tournament–$63,000 estimated Revenue. (This is a one-year extension)	Approve	OPR 2014-0462
2.	Low Bid of Murphy Brothers, Inc., (Athol, ID) for 37th Avenue from Regal Street to Custer Street–$5,087,452.50 (plus tax). An administrative reserve of $508,745.25 (plus tax), which is 10% of the contract price plus tax, will be set aside. (Southgate/Lincoln Heights Neighborhood)	Approve	PRO 2016-0018 ENG 2006167
3.	Contract Amendment/Extension to add design oversight to the project description of work, additional funding and additional time to complete the contract–increase of $45,000. Total contract amount: Not to exceed $57,500.	Approve	OPR 2015-1139 ENG 2010088

4.	**Interdepartmental Agreement between the Parks & Recreation Department and Utilities Division related to reimbursement of lost parking revenue at Parks' Bosch Lot during the construction of two Utilities construction projects—$104,460.**	**Approve**	**OPR 2016-0370**
5.	**Contract with Sunvek, LLC (Elk, WA) for roof repair and the restoration of all seams on the Lincoln Heights Reservoir #1 roof—$79,598.**	**Approve**	**OPR 2016-0371 BID 4189-15**
6.	**Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court for 2016—$216,000 Revenue. An important outcome resulting from this Court is improved public safety.**	**Approve**	**OPR 2016-0372**
7.	**Quit Claim Deed with Washington Department of Transportation (Grantor) for and in consideration of $202,000 in conjunction with fire department location land acquisition.**	**Approve**	**OPR 2016-0373**
8.	**Report of the Mayor of pending:**	**Approve & Authorize Payments**	
	a. Claims and payments of previously approved obligations, including those of Parks and Library, through April 22, 2016, total $4,053,323.13, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $3,879,235.78.		**CPR 2016-0002**
	b. Payroll claims of previously approved obligations through April 23, 2016: $6,257,562.92.		**CPR 2016-0003**
9.	**City Council Meeting Minutes: April 18, 2016 and April 21, 2016.**	**Approve All**	**CPR 2016-0013**
10.	**City Clerk Report regarding Referendum No. 2016-1 petitions filed on behalf of Kelly Lotze and Scott Kusel regarding the Decision Establishing the Salaries of City Council President and City Council Members.**	**Information Only**	**CPR 2016-0031**

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)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE 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.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2016-0042 **Concerning the City's 2017 state legislative agenda.**

RES 2016-0043 **Amending the City's 2016 federal legislative agenda.**

ORD C35253 **Vacating portion of Front Avenue, Erie Street, and an adjacent alley, as requested by City of Spokane.**

ORD C35383 **Relating to the city/county landmarks commission; amending sections 4.35.020 and 4.35.050 of the Spokane Municipal Code.**

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35379 **Relating to sustainable public building standards for Capital Improvement Projects; amending section 7.17.020 of the Spokane Municipal Code and enacting new sections 12.05.005 and 12.05.030 to the Spokane Municipal Code. (Deferred from April 18, 2016, Agenda)**

ORD C35380 **Relating to initiatives and referendums; amending sections 2.02.020, 2.02.030 2.02.040, 2.02.055, 2.02.060, 2.02.070, 2.02.090, 2.02.110, 2.02.115, 2.02.130, and 2.02.140 of the Spokane Municipal Code. (Deferred from April 18, 2016, Agenda)**

ORD C35384 **Relating to fencing standards in industrial zones; amending Spokane Municipal Code Section 17C.130.310, allowing electric fences in Light Industrial (LI) and Heavy Industrial Zones (HI) zones as set forth in Amendment File No. Z1500056COMP.**

ORD C35385 **Relating to Rules of the Road; amending SMC sections 8.02.083, 16A.61.381, 16A.61.567, 16A.61.570, 16A.61.5705, 16A.61.5904, and 16A.61.790 to Chapters 08.02 and 16A.61 of the Spokane Municipal Code. (Request motion to accept revised version filed on April 26, 2016)**

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.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

ADJOURNMENT

The May 2, 2016, Regular Legislative Session of the City Council is adjourned to May 9, 2016.

NOTES

Agenda Sheet for City Council Meeting of: 05/02/2016		**Date Rec'd**	4/13/2016
		Clerk's File #	OPR 2014-0462
		Renews #	
Submitting Dept	COMMUNITY & NEIGHBORHOOD SERVICES	**Cross Ref #**	
Contact Name/Phone	CARLY CORTRIGHT 625-6263	**Project #**	
Contact E-Mail	CCORTRIGHT@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	0460 - 2016 HOOPFEST MOU		

Agenda Wording

MOU extension with Hoopfest Association for special event cost recovery regarding 2016 Hoopfest Tournament.

Summary (Background)

The MOU with Hoopfest will allow the City to recover 60% of the overtime costs (~$66,000)for Police and Fire associated with holding the tournament and required to host a safe event for all participants. This is a one-year extension of the 2014-2015 MOU; due to the impacts of the Riverfront Park remodel (which will impact the event) Hoopfest has requested a renegotiation for the 2017-2019 MOU. This extension maintains status quo for 2016.

Fiscal Impact		**Budget Account**
Revenue	**$** 54,000 (est)	**#** 0680-11300-21340-34210
Revenue	**$** 9,000 (est)	**#** 1970-35310-26800-34220
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	MALLAHAN, JONATHAN	**Study Session**	PSC 4-18-16
Division Director	MALLAHAN, JONATHAN	**Other**	
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	WHALEY, HUNT	bschaeffer@spokanefire.org	
For the Mayor	SANDERS, THERESA	creisenauer@spokanepolice.org	
Additional Approvals		slynds@spokanepolice.org	
Purchasing		korlob@spokanecity.org	
		bwilliams@spokanefire.org	
		jmcdevitt@spokanecity.org	

Hoopfest MOU
BRIEFING PAPER
City of Spokane
My Spokane
Monday, April 18, 2016

Subject
Hoopfest MOU

Background
Per SMC 10.39, the City of Spokane shall charge special events for costs associated with traffic control and fire department response provided by the City unless waived by Mayor or City Council. In recognition of the economic impact the Hoopfest Tournament brings to Spokane, the City will only charge Hoopfest for 60% of expected costs for Fire and Police. The estimated overall costs for the event are approximately $110,000 for 2016.

Because Hoopfest largely utilizes Riverfront Park for their event, the remodel will impact their footprint and operations starting in 2017. As such, they have requested revisiting the MOU cost recovery structure for the 2017-2019 timeframe. Therefore, we are requesting a one-year extension of the existing MOU for 2016.

Impact
The MOU with Hoopfest will allow the City to recover 60% of the overtime costs (~$66,000 in 2016) for Police and Fire required to host a safe event for all participants.

Action
Approve minor contract extension

City Clerk's No. OPR-2014-0462

CONTRACT EXTENSION WITH COST

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SPOKANE HOOPFEST ASSOCIATION, whose address is P.O. BOX 599, Spokane, Washington 99210, as "Association".

WHEREAS, the parties entered into a Contract wherein the City agreed to INVOICE ONLY SIXTY PERCENT (60%) OF THE TOTAL POLICE AND FIRE COSTS ASSOCIATED WITH THE HOOPFEST EVENTS; and

WHEREAS, additional work has been requested; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The Contract dated June 17, 2014, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE. This Contract Extension shall become effective June 1, 2016.

3. ADDITIONAL WORK. The scope of work of the original Contract is expanded to include the following:

The HOOPFEST MOU between the City and the Association shall be extended to include the sixty percent (60%) cost recovery for Police and Fire event costs in recognition of the economic impact which the Hoopfest event brings to the City. However, the existing MOU needs to be renegotiated for 2017-2019 and therefore this document is to memorialize the one-year extension for the existing MOU.

4. EXTENSION. The contract documents are hereby extended and shall run through May 31, 2017.

5. COMPENSATION. The City shall receive from Association AN ANTICIPATED SIXTY SIX THOUSAND NO/100 DOLLARS, ($66,000.00) for everything furnished and done under this Contract Extension.

SPOKANE HOOPFEST ASSOCIATION	CITY OF SPOKANE:
By:_____ *(signature)*	By:_____ *(signature)*
Print Name:_____	Print Name:_____
Title:_____	Title:_____
Date:_____	Date:_____
Email:_____	

ATTEST:	APPROVED AS TO FORM:
_____ City Clerk	_____ Assistant City Attorney
DATE:_____	

Attachments that are part of this Contract Extension:

OPR-2014-0462

06/23/14

Agenda Sheet for City Council Meeting of: 06/23/2014		Date Rec'd	6/18/2014
		Clerk's File #	OPR 2014-0462
		Renews #	
Submitting Dept	POLICE	Cross Ref #	
Contact Name/Phone	TIM SCHWERING 625-4109	Project #	
Contact E-Mail	TSCHWERING@SPOKANEPOLICE.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0680-2014/2015 HOOPFEST		

Agenda Wording

MOU between the City of Spokane and Hoopfest Association (Spokane, WA) for the 2014 Hoopfest reimbursement of sixty percent (60%) of actual Police and Fire personnel costs. Projected Police costs are $87,500.00 Projected Fire costs are $19,000.00.

Summary (Background)

The Hoopfest Association and the City of Spokane have enjoyed a long relationship of collaboration in support of fitness, health and sportsmanship in the Spokane region. In 2003, the Office of the City Administrator under the authority of the Office of the Mayor and chapter 10.39 of the Spokane Municipal Code, formulated an unwritten policy of cost recovery for all special events, like Hoopfest. The City recognizes that Hoopfest creates a significant annual economic impact to the community.

Fiscal Impact		Budget Account
Revenue	$ 52,500.00 (est.)	# 0680-11300-21340-34210
Revenue	$ 9,000.00 (est.)	# 1970-35310-26800-34220
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	STRAUB, FRANK	Study Session	Emailed briefing 06/17/14
Division Director	STRAUB, FRANK	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	WHALEY, HUNT	achirowamangu	
For the Mayor	SANDERS, THERESA	ewade	
Additional Approvals		bschaeffer	
Purchasing		jdanderson	
		tschwering	
		Contract Accounting	

APPROVED BY SPOKANE CITY COUNCIL ON
6/23/2014
SPOKANE CITY CLERK

Briefing Paper
City of Spokane
Hoopfest 2014-2015
Police & Fire Departments
Public Safety Committee
June 17, 2014

Subject
MOU between the City of Spokane and Hoopfest Association for 2014 Hoopfest Police and Fire personnel costs reimbursements.

Projected Costs for 2014 & 2015 are:

Year	Department	Expected Costs	Hoopfest – Not To Exceed
2014	Police	$87,500.00	60% of Actual Costs
	Fire	$19,000.00	$ 9,000.00
2015	Police	$89,500.00	60% of Actual Costs
	Fire	$19,000.00	$9,000.00

Background
The Hoopfest Association and the City of Spokane have enjoyed a long relationship of collaboration in support of fitness, health and sportsmanship in the Spokane region.

In early 2003, the Office of the City Administrator under the authority of the Office of the Mayor and chapter 10.39 of the Spokane Municipal Code, formulated an unwritten policy of cost recovery for all special events, like Hoopfest, that credit up to a maximum of forty percent (40%) of expended funds for police and fire services . Hoopfest creates a significant annual economic impact to the community. The City invoices sixty percent (60%) of Police and Fire's personnel costs in consideration of Hoopfest's annual impact to the Spokane region.

Impact
The annual Hoopfest creates a significant economic impact to the Spokane region.

Action
Approve MOU with Hoopfest for personnel costs reimbursement

Funding
General Fund

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and the SPOKANE HOOPFEST ASSOCIATION, a non-profit corporation, whose address is P.O. Box 599, Spokane, Washington 99210, as "Association".

The Parties agree as follows:

1. HISTORY. The Association and the City of Spokane have enjoyed a long relationship of collaboration in support of fitness, health and sportsmanship in the Spokane region. Beginning in 2002, the City found that it could not financially support a full array of community events without some recovery of costs expended on behalf of those events. In early 2003, the Office of the City Administrator under the authority of the Office of the Mayor and chapter 10.39 of the Spokane Municipal Code, formulated an unwritten policy of cost recovery for all special events, like Hoopfest, that credit up to a maximum of forty percent (40%) of expended funds for police and fire services. The City recognizes that Hoopfest creates a significant annual economic impact to the community.

2. CURRENT STATUS. This Memorandum is for the 2014-2015 Hoopfest. Figures for years beyond the period of this Memorandum may be higher depending on the then wages granted to employees of the City.

3. SCOPE OF AGREEMENT.

A. The City shall continue to provide all services that have been a part of the City's participation with Hoopfest. It is desirable to convene the customary meeting of Hoopfest officials and City division / department employees to identify those tasks and come to agreement as to what tasks will be performed and to ensure that no tasks are overlooked. This meeting traditionally takes place in mid-March of each event year. The City shall provide coordination services of the special events offices of both the Spokane Fire Department and Spokane Police Department at no cost to the promoter.

B. Unless extraordinary circumstances arise, cost recovery will be limited to personnel costs and will not include equipment or supply purchases without prior notice to the Association.

C. The City will provide an invoice for fire and police personnel costs to the Association within sixty (60) days of the date of the event listing full cost recovery of expended dollars. The City agrees to invoice sixty percent (60%) of the personnel costs in consideration of Hoopfest's annual economic impact to the Spokane region.

D. The Association shall notify the City of any expected changes in the course or changes to the operation of the event that might impact the expected costs to the City or that might impact the comfort, convenience or access of the citizens of Spokane.

E. The Association is free to work through the Offices of Special Events for both or either of the Fire / Police Departments to identify cost reduction strategies that would reduce the resulting invoice amounts.

F. The Department's Projected Costs for 2014 and 2015 are:

Year	Department	Expected Costs	Estimated Bill	Hoopfest – Not To Exceed
2014	Police	$87,500.00	$52,500.00	60% of Actual Costs
	Fire	$19,000.00	$9,000.00	$ 9,000.00
2015	Police	$89,500	$53,700.00	60% of Actual Costs
	Fire	$19,000.00	$9,000.00	$ 9,000.00

Dated: June 17th, 2014

David A. Condon
Mayor
City of Spokane

Attest:

City Clerk

Approved:

Chief of Police

Dated: 6/18/14

CITY OF SPOKANE

By: Hunt M Whaley
Title: Assistant City Attorney

Approved as to form:

Assistant City Attorney

Approved:

Fire Chief

SPOKANE HOOPFEST ASSOCIATION

By:
Title: Executive Director

Agenda Sheet for City Council Meeting of: 05/02/2016		**Date Rec'd**	4/13/2016
		Clerk's File #	PRO 2016-0018
		Renews #	
Submitting Dept	ENGINEERING SERVICES	**Cross Ref #**	
Contact Name/Phone	DAN BULLER 625-6391	**Project #**	2006167
Contact E-Mail	DBULLER@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	CR 16785
Agenda Item Name	0370 - LOW BID AWARD - MURPHY BROTHERS, INC.		

Agenda Wording

Low Bid of Murphy Brothers, Inc. (Athol, ID) for 37th Avenue from Regal Street to Custer Street - $5,087,452.50 plus tax. An administrative reserve of $508,745.25 plus tax, which is 10% of the contract price plus tax, will be set aside. (Southgate/

Summary (Background)

On April 11, 2016 bids were opened for the above project. The low bid was from Murphy Brothers, Inc. in the amount of $5,087,452.50, which is $280,753.71 or 4.91% under the Engineer's Estimate; Two other bids were received as follows: Red Diamond Construction - $5,331,441.92, T. LaRiviere Equipment & Excavation, Inc. - Non Responsive.

Fiscal Impact		**Budget Account**
Expense	**$** 3,175,340.66	**#** 3200 95031 95300 56501 99999
Expense	**$** 305,593.64	**#** 4250 43354 94000 56501 99999
Expense	**$** 2,273,249.38	**#** 4250 42300 94000 56501 04100
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	TWOHIG, KYLE	**Other**	Public Works 3/28/16
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	DALTON, PAT	fperkinsg@spokanecity.org	
For the Mayor	SANDERS, THERESA	kbustos@spokanecity.org	
Additional Approvals		kkeck@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		jahensley@spokanecity.org	
		jlargent@spokanecity.org	
		mhughes@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Lincoln Heights Neighborhood Council)

Summary (Background)

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

BRIEFING PAPER

Public Works Committee
Engineering Services
March 28, 2016

Subject:
37th Avenue Reconstruction – Regal Street to Custer Street (2006167)

Background:
This project includes full width reconstruction of approx. 1.3 miles of 37th Avenue, installation of a new 36" water main, bike lanes, a substantial amount of sidewalk gap infill, ADA curb ramps and miscellaneous minor storm water system upgrades. This project is adjacent to the Hazel's Creek Downstream Stormwater project which will also be under construction this summer – see attached exhibit.

The project bid opening is scheduled for April 11, 2016 with construction planned to begin in spring and extending to fall 2016. Because of the large scope of the project and the need to accommodate significant traffic associated with the three adjacent schools (see exhibit), the project is planned to cover two construction seasons, 2016 and 2017.

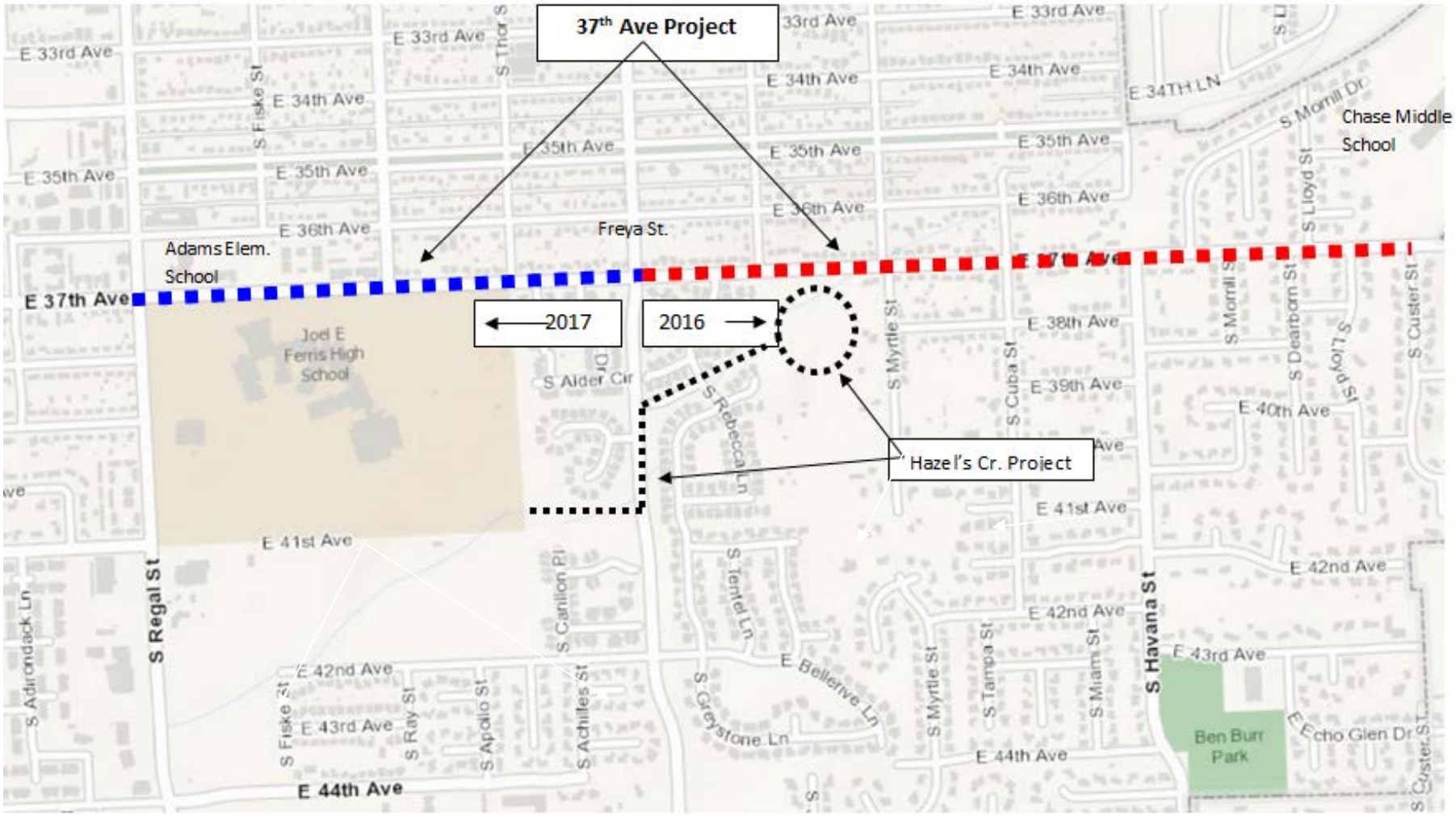
The approximate cost of the project is $5.4M.

Public Impact:
37th Avenue will be closed in phases to permit school access and keep north-south arterials (Freya Street & Havana Street open as long as possible. The portion of 37th Avenueon which work is occurring will be closed to all but local access during construction of that phase.

Action:
Information is provided for Council consideration. A recommendation for award will be forwarded to Council after bids have opened.

Funding
This project is being paid for with primarily federal funds.

For further information, please contact Scott Simmons, Director of Public Works 625-6584 or smsimmons@spokanecity.org


37th Ave Project
E 33rd Ave
E 34th Ave
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E 39th Ave
E 40th Ave
E 41st Ave
E 42nd Ave
E 43rd Ave
E 44th Ave
E 34TH LN
Freya St.
Adams Elem. School
Joel E Ferris High School
Chase Middle School
2017
2016
Hazel's Cr. Project
S Fiske St
S Thor St
S Alder Cir
S Rebecca Ln
S Myrtle St
S Cuba St
S Morrill St
S Dearborn St
S Lloyd St
S Custer St
S Regal St
S Adirondack Ln
S Carillon Pl
S Tentel Ln
S Greystone Ln
E Bellerive Ln
S Tampa St
S Miami St
S Havana St
S Ray St
S Apollo St
S Achilles St
Ben Burr Park
E Echo Glen Dr

City Of Spokane

Engineering Services Department

* * * Bid Tabulation * * *

Project Number: 2006167
Project Description 37th Avenue from Regal Street to Custer Street
Funding Source Federal
Preparer Mark Melnick
Original Date 12/10/2015 6:59:24 AM
Update Date 4/11/2016 1:58:17 PM
Addendum

Project Number: 2006167			Engineer's Estimate		Murphy Brothers Inc		Red Diamond Construction Inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule Description							**Tax Classification**			
Schedule 01							Sales tax shall be included in unit prices			
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
102	SPCC PLAN	1 LS	* * * * * *	1,200.00	* * * * * *	1,000.00	* * * * * *	400.00	* * * * * *	0.00
103	POTHOLING	24 EA	300.00	7,200.00	350.00	8,400.00	300.00	7,200.00	0.00	0.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	* * * * * *	12,000.00	* * * * * *	25,000.00	* * * * * *	4,500.00	* * * * * *	0.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	7 EA	500.00	3,500.00	450.00	3,150.00	500.00	3,500.00	0.00	0.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	* * * * * *	1,500.00	* * * * * *	2,500.00	* * * * * *	2,600.00	* * * * * *	0.00
107	MOBILIZATION	1 LS	* * * * * *	303,861.00	* * * * * *	300,000.00	* * * * * *	662,434.52	* * * * * *	0.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	* * * * * *	80,000.00	* * * * * *	150,000.00	* * * * * *	101,500.00	* * * * * *	0.00
109	SPECIAL SIGNS	250 SF	15.00	3,750.00	12.00	3,000.00	12.00	3,000.00	0.00	0.00
110	PORTABLE CHANGEABLE MESSAGE SIGN	3000 HR	7.00	21,000.00	3.50	10,500.00	3.50	10,500.00	0.00	0.00
111	TYPE III BARRICADE	55 EA	50.00	2,750.00	20.00	1,100.00	20.00	1,100.00	0.00	0.00
112	CLEARING AND GRUBBING	1 LS	* * * * * *	10,000.00	* * * * * *	25,000.00	* * * * * *	9,500.00	* * * * * *	0.00
113	AIR OR HYDRO EXCAVATION	28 EA	350.00	9,800.00	300.00	8,400.00	500.00	14,000.00	0.00	0.00
114	TREE PROTECTION ZONE	15 EA	200.00	3,000.00	200.00	3,000.00	500.00	7,500.00	0.00	0.00

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115	REMOVE TREE, CLASS I	35 EA	350.00	12,250.00	125.00	4,375.00	160.00	5,600.00	0.00	0.00
116	REMOVE TREE, CLASS II	38 EA	400.00	15,200.00	265.00	10,070.00	400.00	15,200.00	0.00	0.00
117	REMOVE TREE, CLASS III	8 EA	600.00	4,800.00	675.00	5,400.00	2,900.00	23,200.00	0.00	0.00
118	TREE PRUNING	32 EA	250.00	8,000.00	275.00	8,800.00	160.00	5,120.00	0.00	0.00
119	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	* * * * * *	15,000.00	* * * * * *	5,000.00	* * * * * *	5,000.00	* * * * * *	0.00
120	REMOVE EXISTING CURB	5190 LF	6.00	31,140.00	6.00	31,140.00	5.00	25,950.00	0.00	0.00
121	REMOVE EXISTING CURB AND GUTTER	117 LF	8.00	936.00	6.50	760.50	6.00	702.00	0.00	0.00
122	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	995 SY	12.00	11,940.00	7.50	7,462.50	8.00	7,960.00	0.00	0.00
123	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	15 EA	300.00	4,500.00	525.00	7,875.00	275.00	4,125.00	0.00	0.00
124	REMOVE/GRATE INLET	6 EA	300.00	1,800.00	200.00	1,200.00	200.00	1,200.00	0.00	0.00
125	SAWCUTTING CURB	66 EA	35.00	2,310.00	20.00	1,320.00	35.00	2,310.00	0.00	0.00
126	SAWCUTTING RIGID PAVEMENT	4500 LFI	1.65	7,425.00	1.00	4,500.00	1.00	4,500.00	0.00	0.00
127	SAWCUTTING FLEXIBLE PAVEMENT	3125 LFI	0.75	2,343.75	0.30	937.50	0.50	1,562.50	0.00	0.00
128	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	29 EA	400.00	11,600.00	650.00	18,850.00	280.00	8,120.00	0.00	0.00
129	ROADWAY EXCAVATION INCL. HAUL	14810 CY	14.00	207,340.00	16.00	236,960.00	14.00	207,340.00	0.00	0.00
130	REMOVE UNSUITABLE FOUNDATION MATERIAL	296 CY	19.00	5,624.00	16.00	4,736.00	5.00	1,480.00	0.00	0.00
131	REPLACE UNSUITABLE FOUNDATION MATERIAL	296 CY	22.00	6,512.00	40.00	11,840.00	5.00	1,480.00	0.00	0.00
132	PREPARATION OF UNTREATED ROADWAY	35668 SY	1.75	62,419.00	1.25	44,585.00	1.20	42,801.60	0.00	0.00
133	CRUSHED SURFACING TOP COURSE	2023 CY	47.00	95,081.00	40.00	80,920.00	38.00	76,874.00	0.00	0.00

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134	CRUSHED SURFACING BASE COURSE	4987 CY	39.00	194,493.00	35.00	174,545.00	39.00	194,493.00	0.00	0.00
135	CSTC FOR SIDEWALK AND DRIVEWAYS	541 CY	40.00	21,640.00	55.00	29,755.00	50.00	27,050.00	0.00	0.00
136	HMA CL. 1/2 IN. PG 70-28, 6 INCH THICK	27525 SY	25.50	701,887.50	22.00	605,550.00	24.00	660,600.00	0.00	0.00
137	HMA CL. 1/2 IN. PG 70-28, 5 INCH THICK	5853 SY	21.00	122,913.00	18.75	109,743.75	20.50	119,986.50	0.00	0.00
138	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	750 SY	15.00	11,250.00	13.00	9,750.00	15.00	11,250.00	0.00	0.00
139	HMA FOR APPROACH CL. 1/2 IN. PG 64-28, 4 INCH THICK	1544 SY	16.00	24,704.00	20.00	30,880.00	22.00	33,968.00	0.00	0.00
140	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	100 SY	50.00	5,000.00	30.00	3,000.00	35.00	3,500.00	0.00	0.00
141	HMA FOR TRANSITION, CL.1/2 IN. PG 64-28, 2 INCH THICK	118 SY	35.00	4,130.00	35.00	4,130.00	40.00	4,720.00	0.00	0.00
142	SOIL RESIDUAL HERBICIDE	35668 SY	0.22	7,846.96	0.15	5,350.20	0.20	7,133.60	0.00	0.00
143	PAVEMENT REPAIR EXCAVATION INCL. HAUL	100 SY	25.00	2,500.00	35.00	3,500.00	35.00	3,500.00	0.00	0.00
144	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	0.00	0.00
145	COMPACTION PRICE ADJUSTMENT	1 CAL	16,496.00	16,496.00	16,496.00	16,496.00	16,496.00	16,496.00	0.00	0.00
146	CEMENT CONCRETE CURB WALL	875 LF	31.00	27,125.00	20.00	17,500.00	24.65	21,568.75	0.00	0.00
147	RECONSTRUCT BLOCK WALL	1 LS	******	1,500.00	******	3,000.00	******	8,000.00	******	0.00
148	RETAINING WALL 37TH AND RAY	1 LS	******	6,000.00	******	20,000.00	******	28,000.00	******	0.00
149	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	2905 LF	46.00	133,630.00	45.00	130,725.00	35.00	101,675.00	0.00	0.00
150	STORM SEWER PIPE18 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	3650 LF	74.00	270,100.00	62.00	226,300.00	47.00	171,550.00	0.00	0.00
151	ABSORPTION TRENCH - MODIFIED	270 LF	82.00	22,140.00	65.00	17,550.00	78.40	21,168.00	0.00	0.00

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152	MANHOLE TYPE 1-48, BASIC PRICE	22 EA	3,200.00	70,400.00	2,500.00	55,000.00	2,700.00	59,400.00	0.00	0.00
153	MANHOLE TYPE 2-72, BASIC PRICE	2 EA	3,200.00	6,400.00	5,250.00	10,500.00	7,400.00	14,800.00	0.00	0.00
154	INTERIOR DROP CONNECTION 12 IN. DIAM	1 EA	5,000.00	5,000.00	6,500.00	6,500.00	5,400.00	5,400.00	0.00	0.00
155	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE 1	11 LF	120.00	1,320.00	90.00	990.00	120.00	1,320.00	0.00	0.00
156	GRATE INLET TYPE 3	8 EA	1,200.00	9,600.00	1,400.00	11,200.00	2,400.00	19,200.00	0.00	0.00
157	DRYWELL TYPE 1	3 EA	2,600.00	7,800.00	3,750.00	11,250.00	3,800.00	11,400.00	0.00	0.00
158	DRYWELL TYPE - SPECIAL- TRIPLE DEPTH	3 EA	4,000.00	12,000.00	5,850.00	17,550.00	5,200.00	15,600.00	0.00	0.00
159	DRYWELL TYPE - SPECIAL - QUAD DEPTH	1 EA	10,000.00	10,000.00	7,500.00	7,500.00	6,000.00	6,000.00	0.00	0.00
160	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	15 EA	285.00	4,275.00	285.00	4,275.00	275.00	4,125.00	0.00	0.00
161	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	8 EA	480.00	3,840.00	425.00	3,400.00	625.00	5,000.00	0.00	0.00
162	CATCH BASIN TYPE 1	45 EA	1,900.00	85,500.00	2,250.00	101,250.00	2,200.00	99,000.00	0.00	0.00
163	CATCH BASIN TYPE 3	7 EA	2,500.00	17,500.00	2,500.00	17,500.00	2,500.00	17,500.00	0.00	0.00
164	CONVERSION UNIT FOR CATCH BASIN TYPE 2	1 EA	500.00	500.00	2,450.00	2,450.00	3,000.00	3,000.00	0.00	0.00
165	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	26 EA	600.00	15,600.00	750.00	19,500.00	700.00	18,200.00	0.00	0.00
166	VALVE BOX AND COVER	3 EA	375.00	1,125.00	350.00	1,050.00	350.00	1,050.00	0.00	0.00
167	CLEANING EXISTING DRAINAGE STRUCTURE	13 EA	325.00	4,225.00	275.00	3,575.00	270.00	3,510.00	0.00	0.00
168	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	19 CY	20.00	380.00	16.50	313.50	17.00	323.00	0.00	0.00
169	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	19 CY	12.00	228.00	43.00	817.00	24.00	456.00	0.00	0.00

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170	IMPORTED BACKFILL	150 CY	17.00	2,550.00	29.00	4,350.00	0.50	75.00	0.00	0.00
171	TRENCH SAFETY SYSTEM	1 LS	******	15,000.00	******	2,750.00	******	2,800.00	******	0.00
172	YPL SPECIAL TRENCHING	1 LS	******	1,500.00	******	10,000.00	******	7,500.00	******	0.00
173	CATCH BASIN SEWER PIPE 8 IN. DIAM.	369 LF	30.00	11,070.00	40.00	14,760.00	40.00	14,760.00	0.00	0.00
174	CATCH BASIN DUCTILE IRON SEWER PIPE 6 IN. DIAM.	10 LF	50.00	500.00	70.00	700.00	40.00	400.00	0.00	0.00
175	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	1455 LF	38.00	55,290.00	45.00	65,475.00	46.00	66,930.00	0.00	0.00
176	CONNECT 18 IN. DIAMETER PIPE TO EXISITING CATCH BASIN, DRYWELL, OR MANHOLE	3 EA	600.00	1,800.00	650.00	1,950.00	500.00	1,500.00	0.00	0.00
177	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	4 EA	325.00	1,300.00	650.00	2,600.00	350.00	1,400.00	0.00	0.00
178	CONNECT 15 IN. DIAM. SEWER PIPE TO MANHOLE TYPE 2-72	1 EA	700.00	700.00	650.00	650.00	550.00	550.00	0.00	0.00
179	COMMERCIAL CONCRETE	20 CY	200.00	4,000.00	165.00	3,300.00	145.00	2,900.00	0.00	0.00
180	PLUGGING EXISTING PIPE	2 EA	150.00	300.00	125.00	250.00	125.00	250.00	0.00	0.00
181	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	******	7,000.00	******	1,575.00	******	13,000.00	******	0.00
182	CLEANING EXISTING SANITARY SEWER	34 EA	600.00	20,400.00	275.00	9,350.00	320.00	10,880.00	0.00	0.00
183	SANITARY SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	640 LF	75.00	48,000.00	43.00	27,520.00	47.00	30,080.00	0.00	0.00
184	ESC LEAD	1 LS	******	1,200.00	******	3,150.00	******	4,800.00	******	0.00
185	TOPSOIL TYPE A, 2 INCH THICK	1265 SY	6.00	7,590.00	3.15	3,984.75	3.50	4,427.50	0.00	0.00
186	BARK OR WOOD CHIP MULCH	10 CY	63.00	630.00	52.50	525.00	60.00	600.00	0.00	0.00
187	HYDROSEEDING	4840 SY	2.50	12,100.00	1.05	5,082.00	1.00	4,840.00	0.00	0.00

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188	SOD INSTALLATION	2025 SY	10.00	20,250.00	7.25	14,681.25	10.00	20,250.00	0.00	0.00
189	TOPSOIL FOR BIO-FILTRATION SWALES, 12 INCH THICK INCL. SE	760 SY	40.00	30,400.00	15.50	11,780.00	17.00	12,920.00	0.00	0.00
190	CONSTRUCT BIO-INFILTRATION SWALE	760 SY	10.00	7,600.00	7.25	5,510.00	7.25	5,510.00	0.00	0.00
191	SWALE DRAIN PAD	18 SY	95.00	1,710.00	56.00	1,008.00	75.00	1,350.00	0.00	0.00
192	CURB DROP INLET	26 EA	50.00	1,300.00	36.00	936.00	75.00	1,950.00	0.00	0.00
193	EXTEND IRRIGATION SYSTEM	1 LS	* * * * * *	3,000.00	* * * * * *	1,850.00	* * * * * *	2,000.00	* * * * * *	0.00
194	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	2 LS	* * * * * *	20,000.00	* * * * * *	6,800.00	* * * * * *	7,200.00	* * * * * *	0.00
195	CEMENT CONCRETE CURB	9111 LF	18.00	163,998.00	9.25	84,276.75	12.00	109,332.00	0.00	0.00
196	CEMENT CONC. CURB AND GUTTER	1970 LF	20.00	39,400.00	17.75	34,967.50	27.00	53,190.00	0.00	0.00
197	CEMENT CONC. GUTTER	117 LF	38.00	4,446.00	21.00	2,457.00	20.00	2,340.00	0.00	0.00
198	CEMENT CONCRETE DRIVEWAY	2127 SY	45.00	95,715.00	34.50	73,381.50	38.40	81,676.80	0.00	0.00
199	CEMENT CONCRETE DRIVEWAY TRANSITION	343 SY	45.00	15,435.00	27.35	9,381.05	37.00	12,691.00	0.00	0.00
200	CHANNELIZING DEVICES	2 EA	100.00	200.00	120.00	240.00	120.00	240.00	0.00	0.00
201	MONUMENT FRAME AND COVER	7 EA	400.00	2,800.00	550.00	3,850.00	400.00	2,800.00	0.00	0.00
202	CEMENT CONC. SIDEWALK	5415 SY	28.00	151,620.00	28.00	151,620.00	29.32	158,767.80	0.00	0.00
203	RAMP DETECTABLE WARNING	426 SF	24.00	10,224.00	18.50	7,881.00	23.00	9,798.00	0.00	0.00
204	RELOCATE MAILBOX	60 EA	250.00	15,000.00	190.00	11,400.00	190.00	11,400.00	0.00	0.00
205	TRAFFIC SIGNAL CONDUIT 37TH AVE. AND RAY ST.	1 LS	* * * * * *	25,000.00	* * * * * *	28,500.00	* * * * * *	26,000.00	* * * * * *	0.00
206	TRAFFIC SIGNAL CONDUIT 37TH AVE. AND FREYA ST.	1 LS	* * * * * *	25,000.00	* * * * * *	32,000.00	* * * * * *	31,000.00	* * * * * *	0.00

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207	COMMUNICATION CONDUIT SYSTEM	1 LS	* * * * * *	120,000.00	* * * * * *	62,500.00	* * * * * *	57,000.00	* * * * * *	0.00
208	SIGNING, PERMANENT	1 LS	* * * * * *	40,000.00	* * * * * *	35,000.00	* * * * * *	34,000.00	* * * * * *	0.00
209	REMOVAL OF EXISTING PAVEMENT MARKINGS	142 SF	4.50	639.00	5.75	816.50	6.00	852.00	0.00	0.00
210	REMOVAL OF EXISTING PAVEMENT WORD AND SYMBOL MARKINGS	3 EA	75.00	225.00	135.00	405.00	130.00	390.00	0.00	0.00
211	PAVEMENT MARKING - DURABLE HEAT APPLIED	1972 SF	10.00	19,720.00	9.00	17,748.00	9.50	18,734.00	0.00	0.00
212	PAVEMENT MARKING - DURABLE INLAY TAPE	8613 SF	10.00	86,130.00	6.75	58,137.75	6.70	57,707.10	0.00	0.00
213	PAVEMENT MARKING - PAINT	183 SF	1.00	183.00	2.25	411.75	2.25	411.75	0.00	0.00
214	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	30 EA	200.00	6,000.00	130.00	3,900.00	125.00	3,750.00	0.00	0.00
215	TEMPORARY PAVEMENT MARKING	1 LS	* * * * * *	5,000.00	* * * * * *	1,250.00	* * * * * *	1,500.00	* * * * * *	0.00
216	REINFORCED DOWELED CURB	343 LF	14.00	4,802.00	9.00	3,087.00	9.00	3,087.00	0.00	0.00
217	TRAFFIC ISLAND CONCRETE	123 SY	55.00	6,765.00	23.00	2,829.00	29.00	3,567.00	0.00	0.00
218	CONCRETE TRAFFIC ISLAND 24 IN. WIDE	75 LF	30.00	2,250.00	21.00	1,575.00	17.50	1,312.50	0.00	0.00
	Schedule Totals			3,910,572.21		3,538,328.75		3,888,621.92		0.00

Project Number: 2006167			Engineer's Estimate		Murphy Brothers Inc		Red Diamond Construction Inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule Description							**Tax Classification**			
Schedule 03							Sales tax shall NOT be included in unit prices			
301	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	4 EA	400.00	1,600.00	600.00	2,400.00	350.00	1,400.00	0.00	0.00
302	REMOVE UNSUITABLE FOUNDATION MATERIAL	63 CY	18.00	1,134.00	20.00	1,260.00	5.00	315.00	0.00	0.00
303	REPLACE UNSUITABLE FOUNDATION MATERIAL	63 CY	25.00	1,575.00	35.00	2,205.00	5.00	315.00	0.00	0.00
304	SIDE SEWER CLEANING AND VIDEO INSPECTION	32 EA	400.00	12,800.00	315.00	10,080.00	550.00	17,600.00	0.00	0.00
305	ENCASE WATER AT CROSSINGS	1 EA	4,000.00	4,000.00	2,000.00	2,000.00	1,400.00	1,400.00	0.00	0.00
306	ENCASE SEWER AT CROSSINGS	32 EA	1,800.00	57,600.00	350.00	11,200.00	450.00	14,400.00	0.00	0.00
307	DUCTILE IRON PIPE FOR WATER MAIN 36 IN. DIAM.	5220 LF	160.00	835,200.00	190.00	991,800.00	175.00	913,500.00	0.00	0.00
308	DUCTILE IRON PIPE FOR WATER MAIN 24 IN. DIAM.	40 LF	120.00	4,800.00	310.00	12,400.00	346.00	13,840.00	0.00	0.00
309	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM.	4270 LF	70.00	298,900.00	60.00	256,200.00	50.00	213,500.00	0.00	0.00
310	DUCTILE IRON PIPE FOR WATER MAIN 8 IN. DIAM.	35 LF	60.00	2,100.00	130.00	4,550.00	70.00	2,450.00	0.00	0.00
311	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM.	1840 LF	50.00	92,000.00	40.00	73,600.00	44.00	80,960.00	0.00	0.00
312	BLOWOFF ASSEMBLY (Y-103)	4 EA	5,200.00	20,800.00	3,500.00	14,000.00	5,400.00	21,600.00	0.00	0.00
313	SHARED BLOWOFF PIPING (4 INCH)	40 LF	40.00	1,600.00	75.00	3,000.00	80.00	3,200.00	0.00	0.00
314	REMOVAL OF EXISTING 6 IN. DAIM.WATER MAIN	1780 LF	5.00	8,900.00	6.00	10,680.00	5.00	8,900.00	0.00	0.00
315	REMOVAL OF EXISTING 8 IN. DIAM. WATER MAIN	1335 LF	5.00	6,675.00	7.00	9,345.00	7.00	9,345.00	0.00	0.00
316	REMOVAL OF EXISTING 12 IN. DAIM. WATER MAIN	4290 LF	5.00	21,450.00	9.00	38,610.00	8.00	34,320.00	0.00	0.00
317	REMOVAL OF EXISTING 24 IN. DIAM. WATER MAIN	1275 LF	8.00	10,200.00	9.25	11,793.75	10.00	12,750.00	0.00	0.00
318	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	* * * * * *	7,000.00	* * * * * *	5,250.00	* * * * * *	7,000.00	* * * * * *	0.00
319	GATE VALVE 6 IN.	8 EA	1,150.00	9,200.00	1,350.00	10,800.00	1,100.00	8,800.00	0.00	0.00

Project Number: 2006167			Engineer's Estimate		Murphy Brothers Inc		Red Diamond Construction Inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule Description										
Schedule 03										
320	GATE VALVE 12 IN.	9 EA	2,500.00	22,500.00	2,750.00	24,750.00	2,500.00	22,500.00	0.00	0.00
321	CHECK VALVE 12 IN.	3 EA	1,800.00	5,400.00	2,650.00	7,950.00	1,700.00	5,100.00	0.00	0.00
322	COMBINATION AIR RELEASE/AIR VACUUM VALVE ASSEMBLY 2 IN.	4 EA	2,200.00	8,800.00	2,850.00	11,400.00	2,600.00	10,400.00	0.00	0.00
323	BUTTERFLY VALVE 18 IN.	1 EA	1,200.00	1,200.00	7,500.00	7,500.00	8,000.00	8,000.00	0.00	0.00
324	HYDRANT ASSEMBLY	7 EA	4,600.00	32,200.00	4,250.00	29,750.00	4,975.00	34,825.00	0.00	0.00
	Schedule Totals			1,467,634.00		1,552,523.75		1,446,420.00		0.00

Tax Classification

Sales tax shall NOT be included in unit prices

Project Number ***2006167*** ***37th Avenue from Regal Street to Custer Street***

SCHEDULE SUMMARY

	Sched 1	*Sched 2*	*Sched 3*	*Sched 4*	*Sched 5*	*Sched 6*	*Sched 7*	*Sched 8*	*Total*
Engineer's Est	3,900,572.21	0.00	1,467,634.00	0.00	0.00	0.00	0.00	0.00	5,368,206.21
Murphy Brothers Inc	3,534,928.75	0.00	1,552,523.75	0.00	0.00	0.00	0.00	0.00	5,087,452.50
Red Diamond Construc	3,885,021.92	0.00	1,446,420.00	0.00	0.00	0.00	0.00	0.00	5,331,441.92

Low Bid Contractor: Murphy Brothers Inc

	Contractor's Bid	*Engineer's Estimate*	*% Variance*	
Schedule *01*	$3,538,328.75	$3,900,572.21	9.29	% Under Estimate
Schedule *03*	$1,687,593.31	$1,595,318.16	5.78	% Over Estimate
Bid Totals	$5,225,922.06	$5,495,890.37	4.91	% Under Estimate

Agenda Sheet for City Council Meeting of: 05/02/2016		Date Rec'd	4/18/2016
		Clerk's File #	OPR 2015-1139
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	KYLE TWOHIG 625-6152	Project #	2010088
Contact E-Mail	KTWOHIG@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 16792
Agenda Item Name	0370 - AMENDMENT/EXTENSION - SM HANSEN - CSO BASIN 26 CONTROL		

Agenda Wording

Contract Amendment/Extension to add design oversight to the project description of work, additional funding and additional time to complete the contract.

Summary (Background)

The amendment/extension of the original minor contract in the amount of $12,500.00 added an additional $45,000.00 to the contract price. The total contract price of $57,500.00 exceeded the minor contract limitations, therefore this additional amount ($45,000.00) needs to go to council for approval.

Fiscal Impact		Budget Account
Expense	$ 45,000.00	# 4250 43416 94000 56501 10026
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	TWOHIG, KYLE	Other	Public Works 4/25/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	DALTON, PAT	fperkins@spokanecity.org	
For the Mayor	SANDERS, THERESA	mhughes@spokanecity.org	
Additional Approvals		kkeck@spokanecity.org	
Purchasing		ktwohig@spokanecity.org	
		shansen2162@gmail.com	
		jahensley@spokanecity.org	
		jlargent@spokanecity.org	

City Clerk's No. OPR 2015-1139

CONTRACT AMENDMENT/EXTENSION

THIS CONTRACT AMENDMENT/EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and S. M. HANSEN CONSULTING, whose address is 819 NORTH GARRY DRIVE, LIBERTY LAKE, WASHINGTON 99019, as "Consultant".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide Project Management Services in the development of the Spokane Falls Boulevard Combined Sewer Overflow Basin 26 Control Facility and shall provide a supporting role in developing a General Contractor/Construction Manager (GC/CM) delivery process, Project No. 2010088, in accordance with the attached Proposal dated December 3, 2015; and

WHEREAS, additional work and time to perform the work has been requested; -- Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The Contract dated January 21, 2016, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE. This Contract Amendment shall become effective upon execution by all parties.

3. AMENDMENT. Sections 1 and 3 of the contract documents are amended to read as follows:

1. **DESCRIPTION OF WORK**. The Consultant shall provide Project Management Services and design oversite in the development of the Spokane Falls Boulevard Combined Sewer Overflow Basin 26 Control Facility and shall provide a supporting role in developing a General Contractor/Construction Manager (GC/CM) delivery process, Project No. 2010088, in accordance with the attached Proposal dated December 3, 2015

3. **COMPENSATION**. The City shall pay the Consultant and hourly rate of SEVENTY FIVE AND NO/100 DOLLARS ($75.00) per hour, for a maximum total Contract amount not to exceed ~~TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($12,500.00)~~, FIFTY-SEVEN THOUSAND FIVE HUNDERED AND NO/100 DOLLARS ($57,500.00) excluding taxes if applicable, as full compensation for the services provided under this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

4. EXTENSION. The contract documents are hereby extended and shall run through December 31, 2016.

5. COMPENSATION. The City shall pay FORTY-FIVE THOUSAND AND NO/100 DOLLARS ($45,000.00) for everything furnished and done under this Contract Amendment/Extension.

S. M. CONSULTING	CITY OF SPOKANE
By:_____ *(Signature)*	By: _____ *(Signature)*
Print Name:_____	Print Name: David Condon
Title:_____	Title: Mayor
Date: _____	Date:_____
E-Mail address:_____	
Attest:	Approved as to form:
_____ City Clerk	_____ Assistant City Attorney
Date: _____	

Attachments that are part of this Contract Amendment/Extension:

Proposal dated February 23, 2016

s.m.hansen consulting
Engineering and Construction Services

February 23, 2016

Mr. Kyle Twohig
Department of Engineering Services
808 W. Spokane Falls Blvd
Spokane WA 99201-3343

Kyle,

Please consider the following proposal for Project Management Services in the development of the Spokane Falls Combined Sewer Overflow (CSO 26) Control Facility, specifically to provide design oversight services. This project will be designed anticipating a General Contractor/Construction Manager (GC/CM) delivery process.

Assumptions:

- AECOM is currently under a master contract to provide design services for CSO facilities. It is anticipated that a Task 26 contract (under the master contract) will be successfully negotiated to provide design services for CSO 26.
- The City has contracted with OAC to provide support for managing within the GC/CM delivery process. That process has been approved by the State Project Review Committee (PRC).
- The GC/CM will be chosen through the RFQ process that is currently in progress.
- Kyle Twohig will be the primary contact with COS staff
- The Design will begin in April once the City has chosen the GC/CM and has them under contract. Expectations are that the design will be complete in late 2016/early 2017. The goal is to have the GC/CM start construction in the first part of January 2017.

Services:

- Complete contract negotiations with the consultant and subconsultants.
- Complete contribution to establish a GC/CM.
- Work with COS stakeholders to establish and outline design criteria.
- Work closely with the lead design team to insure that the best interest of the COS is the basis for design decisions.
- Support the effort of OAC to follow GC/CM criteria.
- Attend all internal and external meetings required to help develop the project and support the public process. Role may be either primary or secondary.
- Coordinate the review process with both City staff and AECOM to insure that all stakeholders have had opportunities to comment and the project stays on schedule.

819 N. Garry Drive
Liberty Lake, WA 99019
(509) 220-7461

Shansen2162@gmail.com

- Coordinate any and all permits and environmental documentation to insure that they are complete and have been implemented by COS staff.
- Attend monthly or semi-monthly design group meetings.
- Communicate on a regular basis with the City project lead, Kyle Twohig, by e-mail or otherwise, to keep the COS aware of progress. The City (through Kyle Twohig) will make the final call on all major project decisions.
- Services shall be continuous through the bid/negotiation process.

These services for design oversight will be completed for a cost not to exceed $45,000, based on an estimated 600 hours, at an hourly rate of $75. This contract concludes December 31, 2016, unless extended by both parties.

Sincerely,

Steve Hansen

819 N. Garry Drive
Liberty Lake, WA 99019
(509) 220-7461

Shansen2162@gmail.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bain Insurance Agency
1717 W Francis #206
Spokane, WA 99205

CONTACT NAME:
PHONE (A/C, No, Ext): (509) 326-0292 FAX (A/C, No): (509) 326-6157
E-MAIL ADDRESS: linda@bcnw.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : Hartford	
INSURER B : Axis Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
HANSEN, STEVE
DBA SM Hansen Consulting
819 N Garry Dr
Liberty Lake, WA 99019

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
X	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
X		Y		52SBANN1201	01/19/16	01/19/17	MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professinal Liability Claims-made			AEA000433-01-2016	1/19/2016	1/19/2017	$1,000,000 Each Occurance $1,000,000 Aggregate $1000 Ded	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Search Business Licenses

License Information:

Entity Name: STEVEN MICHAEL HANSEN
Business Name: S.M. HANSEN CONSULTING
License Type: Washington State Business
Entity Type: Sole Proprietor
UBI: 600531868 Business ID:001 Location ID:0001
Status: To check the status of this business, go to Department of Revenue.

Location Address:
819 N GARRY DR
LIBERTY LAKE, WA, 99019-7510

Mailing Address:
819 N GARRY DR
LIBERTY LAKE, WA, 99019-7510

	Status	Expires	First Issued
Licenses Held at this location Spokane General Business	Active	12/31/2016	12/18/2014
Registered Trade Names: S.M. HANSEN CONSULTING	Active	N/A	12/18/2014

Governing People:
STEVEN MICHAEL HANSEN

Information Current as of 04/01/2016 6:39AM Pacific Time

New Search

This site is limited to searching for business licenses issued through the Washington State Business Licensing Service.

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Agenda Sheet for City Council Meeting of: 05/02/2016		**Date Rec'd**	4/19/2016
		Clerk's File #	OPR 2016-0370
		Renews #	
Submitting Dept	UTILITIES	**Cross Ref #**	
Contact Name/Phone	MARLENE FEIST 625-6505	**Project #**	
Contact E-Mail	MFEIST@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	INTERDEPARTMENTAL AGREEMENT RELATED TO BOSCH LOT PARKING		

Agenda Wording

An interdepartmental agreement between the Parks & Recreation Department and the Utilities Division related to reimbursement of lost parking revenue at Parks' Bosch Lot during the construction of two Utilities construction projects.

Summary (Background)

Two construction projects are planned that will result in the loss of use of the Bosch Lot at Summit Parkway and Lincoln Street by Parks for paid public parking. The projects include a 1 million-gallon underground CSO tank built at the site and then the replacement of the Post Street Bridge, which will require the use of the site for construction staging. In return for these uses, the Utilities Division has agreed to make up for lost parking revenues at the site up to the annual average revenue

Fiscal Impact		**Budget Account**
Expense	**$** 104,460	**#** 4250-41620-99999-36291-01400
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	FEIST, MARLENE	**Study Session**	
Division Director	FEIST, MARLENE	**Other**	PWC 4/11/16
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	SCHOEDEL, ELIZABETH	bpatrick@spokanecity.org	
For the Mayor	SANDERS, THERESA	leadie@spokanecity.org	
Additional Approvals		pclark@spokanecity.org	
Purchasing		acline@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

(continued) of approximately $104,460 during construction of the projects. Utilities will pay Parks on a quarterly basis. The agreement was approved by the Park Board at its April 14, 2016, meeting. The agreement extends through the end of construction of both projects, or 2021, whichever is earlier.

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

Distribution List

City Clerk's No. 2016-0370

INTERDEPARTMENTAL AGREEMENT BETWEEN THE CITY OF SPOKANE UTILITIES DIVISION AND PARKS & RECREATION DEPARTMENT REGARDING BOSCH LOT PROPERTY

THIS INTERDEPARTMENTAL AGREEMENT AMENDMENT is between the City of Spokane, Utilities Division, on behalf of the Water-Wastewater Management Department, whose address is Second Floor City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereafter referred to as "Water-Wastewater Department" and the City of Spokane, Parks and Recreation Department, whose address is Fifth Floor City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "Parks Department," hereinafter jointly referred to as the "Parties".

WHEREAS, on November 30, 2011, and May 4, 2015, the Parties entered into Interdepartmental Agreements for CSO Control Facilities and Stormwater Surface and Infiltration Facilities to be sited on Parks Property; and

WHEREAS, the Parties recorded permanent easements for CSO and stormwater projects installed on Parks-owned properties, including the Bosch Lot Property, which is located at the northwest corner of Summit Boulevard and Lincoln Street; and

WHEREAS, Utilities will commence construction of two (2) separate projects during the next four (4) years: (1) a 1 million gallon combined sewer overflow (CSO) facility scheduled from April 1, 2016, to early 2017 and (2) Reconstruction of the Post Street Bridge, scheduled to begin in early 2019 and continuing through 2020; and

WHEREAS, the Bosch Lot Property is currently used by Parks as public parking and generates annual average revenues to Parks in the amount of approximately $104,460 based on the last three years of revenue; and

WHEREAS, as a result of the two projects listed above, the Bosch Lot Property will be out of commission for the two (2) separate time periods over the next four (4) years and will result in lost revenues to Parks; and

WHEREAS, Utilities has agreed in exchange for use of the Bosch Lot Property to make up the lost parking revenues due to the Project to be calculated as the difference

between actual parking revenues and the average annual revenues of approximately $104,460; and

WHEREAS, the Parties wish to memorialize their understandings and agreements for use of the Property and calculation of the lost revenues into this Agreement;

-- Now, Therefore, The Parties hereby agree as follows:

1. PARTIES: The parties are the City of Spokane Parks & Recreation Department and the City of Spokane Water-Wastewater Management Department. The parties understand they are both part of the same municipal corporation, and, through they operate as independent agencies of the City of Spokane and are subject to separate budgetary and legal requirements and procedures, they desire to reflect their relationship most efficiently through this Interdepartmental Agreement. For this purpose, the Water-Wastewater Management Department is represented by the Division Director of Utilities. Parks is represented by the Parks Board acting through the Parks Director.

2. PURPOSE: The purpose of this Agreement is to establish the terms and conditions for use of the Bosch Lot Property and to define the calculation of the lost revenues to Parks for parking services during the construction of the two (2) projects affecting the Property.

3. CONSIDERATION: The parties agree as follows:

    a. Parks will perform an accounting of all parking revenues received for parking services on the Bosch Lot in years 2013 through 2015 to this Agreement and provide to Utilities a copy of the accounting to establish the baseline revenues.

    b. During the term of this Agreement, Utilities will pay to Parks the difference between the actual parking revenues received by Parks for parking services on the Bosch Lot and average annual parking revenues received by Parks for parking services on the Bosch Lot in years 2013 through 2015.

    c. The average annual parking revenues for the Bosch Lot will be summed and averaged to a quarterly figure.

    d. Utilities will pay Parks no later than the last month of each quarter twenty six thousand one hundred fifteen dollars ($26,115) less any actual parking revenue received by Parks from the Bosch Lot within the same quarter for the term of this Agreement.

e. Compensation from Utilities to Parks will occur only during the time periods where Parks collects less than the average quarterly revenues from the Bosch Lot Property.

f. The first and last months of construction will be prorated for actual days the parking lot is out of service.

g. The Parties agree that all monies may be audited upon request of either party during the term of this Agreement.

h. In the time periods between project construction, the Bosch Lot will be retained as a gravel parking area, similar to the current condition, and will be marketed for parking uses by citizens and City employees.

4. DURATION: This Agreement shall be effective April 1, 2016 and shall remain in effect until the earlier of completion of the two (2) construction projects or 2021.

5. INDEMNIFICATION:

   a. Utilities shall indemnify and hold harmless Parks, its employees and agents for any loss, claim or action to which they may be put by reason of this Agreement, except to the extent Parks, its employees and agents are determined to have acted negligently.

   b. Parks shall indemnify and hold harmless Utilities, its employees and agents for any loss, claim or action to which they may be put by reason of this Agreement except to the extent Utilities, its employees and agents are determined to have acted negligently.

6. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral Agreement or arrangement between the parties.

7. PERMITS: The Parks Department will not unreasonably withhold its consent to requests by the Wastewater Department for the Parks Department to execute documents allowing the Wastewater Department to apply for zoning changes, use applications, variance, utility hook-ups, building permits, and other such applications as may be required by the Wastewater Department in order to develop, construct, and install any Stormwater and/or CSO Control Facilities on Parks Property. All costs for such applications will be borne by the Wastewater Department. The Parks Department consents to such applications shall not constitute a waiver of any statutory or regulatory procedures, notices, or hearings, which apply to such applications.

8. AMENDMENT: This Agreement may only be modified or amended in writing, if the writing is signed by both parties, as approved by the City Council and Mayor.

9. SEVERABILITY: If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

10. WAIVER OF CONTRACTUAL RIGHT: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

DATED: _____

CITY OF SPOKANE
PARKS & RECREATION DEPARTMENT

_____
Director

PARK BOARD APPROVED_____

Approved:

_____
Attorney for Park Board

Dated: _____

CITY OF SPOKANE

_____
Mayor

Dated: _____

_____
Scott M. Simmons
Director of Utilities Division

Approved as to form:

_____
Assistant City Attorney

Attest:

_____
City Clerk

Agenda Sheet for City Council Meeting of: 05/02/2016		**Date Rec'd**	4/20/2016
		Clerk's File #	OPR 2016-0371
		Renews #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Cross Ref #**	
Contact Name/Phone	JAMES 625-7854	**Project #**	
Contact E-Mail	JSAKAMOTO@SPOKANECITY.ORG	**Bid #**	4189-15
Agenda Item Type	Contract Item	**Requisition #**	CR16797
Agenda Item Name	4100 - LINCOLN HEIGHTS RESERVOIR #1 ROOF REPAIR		

Agenda Wording

Contract with Sunvek, LLC (ELK, WA) for the roof repair and restoration of all seams on the Lincoln Heights Reservoir #1 roof.

Summary (Background)

On Monday November 15, 2015 sealed bids 4189-15 were opened to provide the City of Spokane Water & Hydroelectrical Services Department with the repair work for Lincoln Heights Reservoir #1 roof. During the 2015 relining of the reservoir it was determined that the roof was also in need of repair. This contract will include approximately 22,000sq. ft. of repair and restoration of all seams using Gaco Western Products. The estimated expenditure is $79,598.00, including tax.

Fiscal Impact		**Budget Account**
Expense	**$** 79,598.00	**#** 4100-42460-34145-54802-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	SAKAMOTO, JAMES	**Study Session**	
Division Director	FEIST, MARLENE	**Other**	PWC 4/25/2016
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	DALTON, PAT	JSakamoto	
For the Mayor	SANDERS, THERESA	SJohnson	
Additional Approvals			
Purchasing	PRINCE, THEA		

City Clerk's No. _____

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SUNVEK LLC, whose address is, 2382 Allen Road, Elk, Washington 99009, as "Contractor".

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled LINCOLN HEIGHTS RESERVOIR #1 ROOF REPAIR AND APPLICATION OF SEALANT. See modified scope of work attached Josh Stoog 4/7/2016

2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Engineering Services Department, and are incorporated into this Contract by reference, as if they were set forth at length.

3. TIME OF PERFORMANCE. The Contract shall begin on upon notice to proceed and run through March 1, 2017.

4. TERMINATION. The City may, without cause, terminate this Contract at any time. In the event of such termination, the Contractor shall be entitled to receive payment for work performed and costs incurred up to the date of termination.

5. COMPENSATION. The City will pay SEVENTY THREE THOUSAND NINE HUNDRED FORTY THREE AND NO/100 DOLLARS ($73,943.00), the amount in the Contractor's bid, as full compensation for everything furnished and done under this Contract. This includes the cost of roof sealant. The Contract is subject to allowable additions and deductions as provided.

6. TAXES. Retail sales tax where applicable shall be added to the amounts due and the Contractor shall be responsible for making payment of the tax to Washington State. The City reserves the right to claim any exemption authorized by law.

7. PAYMENT. The Contractor will send its applications for payment to the Water and Hydroelectric Services Department, 914 East Foothills Drive, Spokane, Washington 99207. Payment will be made within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. Five percent (5%) of the Contract price

may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

8. INDEMNIFICATION.

A. The Contractor is an independent contractor and not the agent or employee of the City. No liability shall attach to the City for entering into this Contract or because of any act or omission of the Contractor except as expressly provided.

B. The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) the Contractor or its agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. The Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorneys' fees, court costs and all other claim-related expenses.

C. **The Contractor waives immunity under Title 51 RCW to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.**

9. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a payment / performance bond on the form attached, equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

10. 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;

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this 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;

C. Property insurance if materials and supplies are furnished by the contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew 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 and, if requested complete copies of insurance policies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. CONTRACTOR'S WARRANTY. The Contractor guarantees all work, labor and materials under this Contract for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by its performance under this Contract. This warranty is in addition to any manufacturer's or other warranty in the contract documents.

12. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

13. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

14. FEES. Reimbursement for the fees paid by the Contractor for the approval of "Statements of Intent to Pay Prevailing Wages" and certification of "Affidavits of Wages Paid" by the industrial statistician of the State Department of Labor and Industries will be added to the amounts due the Contractor. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Contractor will be required to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their "Statements of Intent to Pay Prevailing Wages" on file with the City.

15. SUBCONTRACTOR RESPONSIBILITY. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. The responsibility criteria are listed in the request for bids document.

16. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

17. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

19. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

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

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

23. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

24. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

25. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Water and Hydroelectric Services, and the Contract time and compensation will be adjusted accordingly.

26. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

27. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or

unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Dated: 4/7/2016

SUNVEK LLC

Email Address, if available:

Joshuas@sunvek.us

By: Josh Skoog

Title: Sales Manager

Attachment that is a part of this Contract:

Payment / Performance Bond

DAVID A. CONDON
MAYOR

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

REQUEST FOR BIDS

City of Spokane, Washington

BID NUMBER: 4189-15

DESCRIPTION: LINCOLN HEIGHTS RESERVOIR #1 ROOF REPAIR

DUE DATE: MONDAY, NOVEMBER 16, 2015
No later than 1:00 p.m.

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

BID SUBMITTED BY:

COMPANY Sunvek LLC.

MAILING ADDRESS 2382 Allen Rd.

Elk, WA 99009

PHYSICAL ADDRESS 2382 Allen Rd.

Elk, WA 99009

PHONE NUMBER 509-638-2282

E-MAIL ADDRESS Joshuas@sunvek.us

THEA PRINCE
Purchasing

INSTRUCTIONS TO BIDDERS

PRE-BID CONFERENCE. A pre-bid conference will be held on Thursday, October 29, 2015 at 9:00 a.m. The location will be the Water Department main Floor Conference Room, 914 E. North Foothills Drive, WA 99201.

1. **BID PREPARATION.**

A. PREPARATION OF BIDS.
Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by authorized person of the bidder's firm. Errors may be crossed out with corrections printed in ink or typewritten adjacent and initialed in ink by the person signing the bid. If the bid contains any omission, erasures, alterations, additions, or items not called for in the proposal, or contains irregularities of any kind, it may constitute sufficient cause for rejection. Corrections and/or modifications received after bid opening will not be accepted.

B. PREPARATION OF ENVELOPE.
Place the completed bid in a sealed envelope. On the front of the envelope, clearly note if it contains the original or a copy and mark with the following wording:

"SEALED BID - IMPORTANT"
NAME OF PROJECT
OPENING DATE AND TIME
COMPANY NAME

2. **SUBMISSION OF BIDS.**
Submit two (2) copies (original and one copy) of the bid by 1:00 p.m., MONDAY, NOVEMBER 16, 2015 to:

Purchasing
City of Spokane
4th Floor – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201-3316

The City of Spokane is not responsible for bids delivered late. It is the responsibility of the Bidder to be sure the bids are sent sufficiently ahead of time to be received no later than 1:00 p.m. on the bid opening date. City Hall is now a secured building. If the Bidder is hand delivering a bid, note that additional time is required to sign in and gain entrance to the building.

Sealed bids will be opened at 1:15 p.m., MONDAY, NOVEMBER 16, 2015 in the Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

NOTE: Sealed bids will not be accepted by fax or email.

3. **BIDDERS' REPRESENTATION.**
Each bidder by making its bid represents that it has read and understands the bidding documents. Each bidder by making its bid represents that it has visited the site and familiarized itself with the local conditions under which the work is to be performed.

4. **SUBSTITUTIONS.**

A. Each bidder represents that its bid is based upon the materials and equipment described in the bidding documents.

B. No substitution will be considered unless written request has been submitted to the City department representative for approval at least five (5) days prior to the date for receipt of bids. Each request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, manufacturer, warranty, availability of qualified and trained installers, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.

C. If the City department representative approves any proposed substitution, the approval will be set forth in an addendum.

5. **INTERPRETATION.**
If a bidder discovers any errors, discrepancies or omissions in the bid specifications, or has any questions about the specifications, it shall notify the City department representative in writing. Any addenda issued by the City will be incorporated into the contract.

6. **WITHDRAWAL OF BIDS.**
The bidder may make written request to the City for withdrawal of a sealed bid prior to the scheduled opening. Unless otherwise specified, no bid may be withdrawn for a minimum of thirty (30) calendar days after the opening date.

7. **BIDDER PREQUALIFICATION.**
Prior to the award of contract, the apparent successful bidder shall be required to submit evidence of sufficient facilities, equipment, roofing manufacturer certified or trained worker with project experience and financial ability to insure completion of the work, and ability to provide a full service roof warranty, unless waived by the City.

8. **BID SECURITY.**
The bid shall be accompanied by cash, a bid bond, certified or cashier's check payable to the order of the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. As soon as the bid prices have been compared, the City will release the bid security of all except the three (3) lowest responsible bidders. When the construction agreement is signed and returned with executed payment and performance bonds, the other bid security will be released.

9. **AWARD OF CONTRACT.**
Award of contract, when made by the City, will be to the lowest responsive responsible bidder. Unsuccessful bidders will not automatically be notified of results.

10. **RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS.**

A. In accordance with RCW 39.04.380 effective *March 30, 2012* the City of Spokane is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. A nonresident contractor from a state that provides a percentage bid preference means a contractor that: a) is

from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts; and b) at the time of bidding on a public works project, does not have a physical office located in Washington.

B. The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed. All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.

C. This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.

11. **BIDDER RESPONSIBILITY CRITERIA (MANDATORY).**
Before award, the bidder must meet the following mandatory bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:

A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;

B. Have a current Washington Unified Business Identifier (UBI) number;

C. If applicable:

1) Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in title 51 RCW;

2) Have a Washington Employment Security Department number, as required in title 50 RCW;

3) Have a Washington Department of Revenue state excise tax registration number, as required in title 82 RCW.

D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

12. **BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL).**

A bidder will be deemed not responsible if:

A. the bidder does not meet the mandatory bidder responsibility criteria in SMC 7.06.500 and RCW 39.04.350(1), as amended; or

B. the bidder does not meet the supplemental bidder responsibility criteria as shown in these bid specifications. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria.

If a potential bidder believes that the supplemental bidder responsibility criteria will exclude it from bidding, it may request the City to consider modifying the criteria. Any request shall be submitted to the Purchasing Section of the Accounting Department no

later than five (5) days before the bid opening. The City shall evaluate any such request, and if a decision is made by the City to modify the criteria, the modification shall be communicated to all bidders and plan holders via the issuance of an addendum to the bidding documents. Likewise, in the event the City decides not to modify the criteria, it will endeavor to notify the requesting bidder of its decision.

As evidence that the Bidder meets the supplemental bidder responsibility criteria, the apparent lowest Bidder shall submit to the City within twenty four (24) hours of the notification time the completed supplementary bidder responsibility form with any required documentation. The City reserves the right to request this documentation from other bidders as well, and to request further documentation as needed to assess the bidder's responsibility.

The basis for evaluation of bidder compliance with the supplemental criteria shall be any documents or facts obtained by the City (whether from the bidder or third parties) which any reasonable owner would rely on for determining compliance. Determinations of responsibility or non-responsibility of a bidder due to the supplemental criteria shall be based on a review of all the supplemental criteria factors as a whole with no single item being determinative.

If the City determines the low bidder does not meet either the mandatory bidder criteria or the supplemental bidder criteria and is therefore not a responsible bidder, the Contracting Agency shall notify the bidder in writing with reasons for the determination. If the bidder disagrees with this determination, it will have a minimum of three (3) business days from receiving the determination to submit additional written information to the City. The City will consider any timely submitted additional information received from the bidder before issuing its subsequent determination. If the bidder disagrees with the City's subsequent determination it may appeal the determination to the Mayor or designee in writing within two (2) business days of receiving the City's determination. If the final appeal affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until at least two (2) business days after the bidder determined to be not responsible has received the final determination.

13. **REJECTION OF BIDS.**
The City reserves the right to reject any or all bids, to waive minor deviations from the specifications, to waive minor informalities in bidding, whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.

14. **CONTRACTOR REGISTRATION.**
The City is prohibited from executing a contract with a contractor who is not registered or licensed as required by state law.

15. **EXECUTION OF CONTRACT.**
Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and payment/performance bonds and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.

16. **PUBLIC WORKS REQUIREMENTS.**
The scope of work for this project constitutes a public work under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, payment/performance bonds and sales tax implications in making their bids.

17. **PROJECT CONTACT.**
The City of Spokane's project contact is:

Name:	Harry McLean
Department:	Water Department
Phone:	(509) 625-7822
Email:	hmclean@spokanecity.org

SCOPE OF WORK

1. **PERFORMANCE.**
The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described as Lincoln Heights Reservoir #1 Roof repair.

2. **SCOPE OF WORK.**

City of Spokane-Water Department has determined the existing roof structure has exceeded it useful life. We are seeking a major repair/restoration of the roof using GACO Western Products as described in the specification and drawings.

Roof repairs include
Approx 22,000 sq ft of repair area

Repair and Restoration of all seams
using Gaco Western Products

No walkpad

Does <u>not</u> include entire roof

Josh Skoog
4/7/2016

BID PROPOSAL

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

PROJECT: #4189-15 Lincoln Heights Reservoir #1 Roof Repair

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

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

BASE BID: $ 73227.23

SALES TAX: (8.7 %) $ 6370.77

TOTAL: $ 79598.00

ALTERNATE: $ _____

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

CONTRACT COMPLETION TIME.
The project site will be available for construction beginning Monday, January 4, 2016 and the project must be completed by Friday, April 15, 2016.

LIQUIDATED DAMAGES.
In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of ZERO DOLLARS ($0.00) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. SUNVEL*854KJ
(must be in effect at time of bid submittal)

U.B.I. Number 603-474-732

Washington Employment Security Department Number 142419-00-2

Washington Excise Tax Registration Number 603-474-732

City of Spokane Business License Number 603-474-732
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

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

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

Name of Bidder: SUNVEK LLC

Signature of Bidder's Authorized Representative

Sales Manager
Title

2382 Allen Rd. ELK, WA 99009
Address

509-638-2282
Phone

IF INDIVIDUAL

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

(Seal Or Stamp)

_____
Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

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

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

(Seal Or Stamp)

_____
Signature of Notary Public

My appointment expires _____

IF CORPORATION

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

Signed and Sworn To (or Affirmed) Before Me On 11/13/2015
date

(Seal Or Stamp)

Notary Public
State of Washington
KENNETH FAUST
My Appointment Expires Nov 25, 2017

Signature of Notary Public

My appointment expires Nov 25, 2017

MINORITY AND WOMEN'S BUSINESS ENTERPRISE GOALS

The City of Spokane has established laudatory goals for the procurement of supplies, materials and services, or for subcontracting work for this project from Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) as follows:

EITHER MBE OR WBE OR A COMBINATION OF BOTH IN THE AMOUNT OF THREE PERCENT (3%) OF THE TOTAL PROJECT BID AMOUNT

The current list of the Washington State Office of Minority and Women's Business Enterprises shall be used for all public works construction projects administered by the City.

ACHIEVEMENT OF THE ABOVE GOALS IS ENCOURAGED. WHETHER OR NOT THE BIDDER ATTAINS THE ABOVE SPECIFIED GOALS WILL NOT BE USED TO DETERMINE THE RESPONSIVENESS OF THE BIDDER'S BID PROPOSAL.

The bidder shall take the following affirmative steps in considering award of subcontracts to the fullest extent possible to qualified minority and women owned businesses:

(1) including qualified minority and women's businesses on solicitation lists;

(2) insuring that minority and women's businesses are solicited whenever they are potential sources;

(3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;

(4) establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;

(5) using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprise as appropriate.

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

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

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

MINORITY BUSINESS SUBCONTRACTING GOAL	$_____	MBE TOTAL	$ _____
WOMEN'S BUSINESS SUBCONTRACTING GOAL	$_____	WBE TOTAL	$ _____
COMBINATION GOAL:	$_____	MBE/WBE TOTAL	$_____

*Designate MBE or WBE

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

BID DEPOSIT

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

Signature_____

Deposit returned on _____ by _____
(Date) (Name)

BID BOND

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

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the

LINCOLN HEIGHTS RESERVOIR #1 ROOF REPAIR

according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on November 16, 2015

AS PRINCIPAL

Sunvek LLC

By: _____

Title: Sales Manager

A valid POWER OF ATTORNEY must accompany this bond.

Developers Surety and Indemnity Company
AS SURETY

By: _____
Attorney in Fact John L. Green

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Penny Silvey, John L. Green, Jim Dinneen, LouAnn Jensen, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of surety-ship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

By: Daniel Young
Daniel Young, Senior Vice-President

By: Mark J. Lansdon
Mark J. Lansdon, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

State of California
County of Orange

On November 21, 2013 (Date) before me, Antonio Alvarado, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Daniel Young and Mark J. Lansdon (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Antonio Alvarado, Notary Public

ANTONIO ALVARADO
COMM. # 2033556
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires Aug. 9, 2017

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 16th day of November, 2015

By: Cassie J. Berrisford
Cassie J. Berrisford, Assistant Secretary

ID-1380(Rev.11/13)

AIA DOCUMENT A201
"GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION"

By reference, the printed document "General Conditions of the Contract for Construction, AIA Document A201, 2007edition, is hereby included and shall be part of the Contract Documents. Copies of AIA Document A201 are available for review at the offices of the Owner. Copies may also be purchased from the American Institute of Architects or its local distributor.

SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201, 2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITONS

1.1.1 Change the last sentence in paragraph 1.1.1 to read:

The Contract Documents include Request for Bids, Instructions to Bidders, Bid Proposal Forms, Bid Bond, Performance Bond, Payment Bond and Contractor's Bid.

1.1.1 Add the following to paragraph 1.1.1:

It shall be the responsibility of the Contractor and each subcontractor to appraise themselves of all conditions, limitations and requirements of these documents which are considered a part of each section of each division of this specification as if printed therein.

1.1.1.2 Add a subparagraph 1.1.1.2 to read:

Should conflict occur in or between drawings and specifications, Contractor is deemed to have estimated the more expensive way of doing work unless he asked for and obtained written decision by addenda as to which method or materials will be required.

1.1.1.3 Add a subparagraph 1.1.1.3 to read:

Where the word "similar" occurs on drawings, it shall be used in its general sense and not as meaning identical, and all details shall be worked out in relationship to their location and their connection to other parts of the work.

1.1.1.4 Add a subparagraph 1.1.1.4 to read:

Where used in conjunction with the Architect's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to the limitations of the Architect's responsibilities and duties as specified in the Conditions of the Contract. In no case will "approval" by the Architect be interpreted as an assurance to the Contractor that the requirements of the contract documents have been fulfilled.

1.1.5 Add the following to paragraph 1.1.5

Where on any drawings a portion of work is drawn out and remainder is indicated in outline, the drawn out parts shall apply also to other like portions of the work. Where detail is indicated by starting only, such details shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work unless otherwise indicated.

Drawings are in general diagrammatic and do no necessarily show complete details of the work, or materials, and do not necessarily show the construction sequence that may affect the Contractor means and methods. The Contractor shall coordinate to sequence the parts to a completed whole.

1.1.6 Add the following to paragraph 1.1.6:

These specifications are of the abbreviated or "streamlined" type and frequently include incomplete sentences. The word "product" includes materials, systems and equipment. The word "selected" means "selected by the Architect". The word "coordinate" means "satisfactorily combine the work of all trades for a complete and operating installation." Words such as "shall", "the Contractor shall", "shall be", and similar mandatory phrases shall be supplied by inference in the same manner as they are in a note on the drawings. The Contractor shall provide all items, articles, materials, and operations listed, including all labor, materials, equipment and incidentals required for their completion.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 Add a subparagraph 1.2.1 to read:

Conflicts in the documents shall be brought to the Architect's attention. In the event of conflicts or discrepancies among the contract documents, interpretations will be made by the Architect in accordance with this principle of complementary relationship among documents, with reference to the following priorities if necessary to reach a conclusion:

a. Modifications.
b. Agreement.
c. National, State and Local Codes and Ordinances.
d. Supplementary Conditions.
e. General Conditions of the Contract for Construction.
f. Project Manual and any Addenda. Addenda of later date take precedence over those of earlier date.
g. Drawings. Drawings of larger scale and greater detail take precedence over drawings of smaller scale and less detail.

1.2.2 Add the following to Paragraph 1.2.2:

Such organization shall not operate to make the Architect an arbiter to establish subcontract limits between Contractor and Subcontractor.

1.2.4 Add a subparagraph 1.2.4 to read:

Conditions of the Contract shall be read by all prime contractors and by each subcontractor or sub-subcontractor and shall be considered a part of each section of the Technical Specifications. Provisions of Contract Documents are binding on the contractors, subcontractor and sub-subcontractors for all work shown or indicated on the original Contract Documents plus any additional work authorized by change order, interpretation or field orders.

1.2.5 Add a subparagraph 1.2.5 to read:

The Contractor shall notify the Architect of any condition he finds where, in his judgment, it will be desirable to modify the requirements to produce the best results. If the Contractor fails to make such request, it is deemed to have accepted the specified and/or detailed method of installation as being adequate to produce first class, satisfactory work. Should conflict occur in or between drawings and specifications, the Contractor is deemed to have estimated on the more expensive way of doing the work unless it shall have asked for, and obtained a written decision seven (7) calendar days before submission of proposal as to which method or materials will be required. Manufacturer's equipment specifications are based on models and/or construction and installation methods prevailing at the date of invitation and/or advertisement to submit to manufacturer's model and/or construction changes and other variations from the items specified shall be furnished and installed at no additional cost to Owner.

1.2.6 Add a subparagraph 1.2.6 to read:

Requests by the Contractor for written interpretations and/or detail drawings shall be made to the Architect in a timely manner such as will allow ample time for their preparation and delivery without causing delays in the work. Failure of the Contractor to request needed clarifications and/or its proceeding with affected work prior to receiving same shall indicate its acceptance of any and all costs and/or delays required on account of necessary corrections.

ARTICLE 2 - OWNER

2.1 GENERAL

2.1.1 Add a new sentence to read:

The Owner is the City of Spokane, Washington.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.5 Delete subparagraph 2.2.5 and replace with:

The Contractor will be furnished free of charge three (3) copies of drawings and project manuals. Unless otherwise agreed, additional sets will be furnished at the cost of reproduction, postage and handling.

ARTICLE 3 - CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 Add the following to subparagraph 3.2.1:

If the Contractor observes any errors, discrepancies or omissions in the Contract Documents, it shall promptly notify the Architect, requesting clarification. If the Contractor proceeds with Work affected by such errors, discrepancies or omissions without receiving such clarification, it does so at it own risk. Any adjustments involving such circumstances made by the Contractor, prior to approval by the Architect, shall be at the Contractor's risk and the settlement of any complications or disputes arising therefrom shall be at the Contractor's sole expense.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.4 Add a subparagraph 3.3.4 to read:

The Contractor shall be solely responsible for any claims for wages or compensations by the Contractor's employee, agents, representatives, including subcontractors.

3.3.5 Add a subparagraph 3.3.5 to read:

All grades, levels, bench marks, locations and corners shall be correctly verified by the Contractor.

3.3.6 Add a subparagraph 3.3.6 to read:

In accordance with RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

3.4 LABOR AND MATERIALS

3.4.1 Add the following to subparagraph 3.4.1:

The Contractor shall be solely responsible for all materials and equipment until the completed project is delivered and accepted by the Owner. The Contractor shall, at its own expense, secure and maintain a storage area for his materials and equipment."

3.4.2 Add the following to subparagraph 3.4.2:

After the Contract has been executed the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the following conditions set forth in the General Requirements (Division 1 of the Specifications).

a. Required product cannot be supplied in time for compliance with Contract time requirements.
b. Required product is not acceptable to governing authority, or determined to be non-compatible, or cannot be properly coordinated, warranted, or insured, or has other recognized disability as certified by Contractor.
c. Substantial advantage is offered Owner after deducting offsetting disadvantages including delays, additional compensation to Architect for redesign, investigation, evaluation, and other necessary services, and similar considerations.

By making requests for substitutions based on the above paragraph, the Contractor:

a. represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
b. represents that it will provide the same warranty for the substitutions as it would have for the product specified;
c. certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
d. will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

3.5 WARRANTY

3.5 Revise the third sentence to read:

Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

Revise the last sentence to read;

The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5.1 Add a subparagraph 3.5.1 to read:

The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition and repair all damage caused by the condition or defects at its sole expense. This guarantee does not apply to Work which has been abused or neglected by the Owner. This guarantee shall be separate from and in addition to any more extensive warranty requirements specified for certain elements and products used in the Work.

3.6 TAXES:

3.6.1 Add a subparagraph 3.6.1 to read:

The Washington Department of Revenue has issued special rules designed to assist the Contractor in accurately reporting to the Department of Revenue the Contractor's tax liability. Although the Owner may furnish information in the specification regarding the application of state taxes to a particular contract or bid item, it shall be the Contractor's responsibility as to the correct interpretation of the laws and regulations relating to such taxes. Adjustments will not be made in the amount to be paid by the Owner under the contract because of any misunderstanding by the Contractor as to the Contractor's liability for, or the amount of, any taxes. If the Contractor is in doubt as to the tax procedures in any particular case, the Contractor shall consult with the Washington State Department of Revenue.

3.6.2 Add a subparagraph 3.6.2 to read:

The contract sum and any agreed variations thereof shall include all taxes imposed by law, and properly chargeable to the project except Sales Tax. Sales Tax applicable to the contract sum will be collected from the Owner and shall be paid to the State Department of Revenue by the Contractor in conformance with the law. State of Washington Sales Tax shall not be included in the bid price, except that the retail sales tax upon sales and rentals to prime contractors and subcontractors of tools, machinery and equipment, and consumable supplies, such as hand and machine tools, cranes, air compressors, bulldozers, lubricating oil, sandpaper and form lumber which are primarily for use by the Contractor rather than for resale as a component part of the finished structure, shall be included in the bid price. (WAC-458-20-170).

3.7 PERMITS, FEES AND NOTICES

3.7.1 Add the following to subparagraph 3.7.1:

Below is a list of permits that may be required on typical projects, and where they may be obtained. The list is included for the Contractor's benefit and is not considered exhaustive:

Building Permit, Building Services	625-6300
Electrical Permit, Building Services	625-6300
City Business License, Taxes and Licenses	625-6070
Hydrant Permit, Hydrant Foreman	625-7800
Hydrant Permit, Engineering Services	625-6300
Obstruction Permit, Engineering Services	625-6300
Sewer Permit, Engineering Services	625-6300
Water Service Application, Engineering Services	625-6300

3.7.6 Add a subparagraph 3.7.6 to read:

The Contractor and every subcontractor (and suppliers when legally required) shall obtain a City business license prior to beginning their work.

3.7.7 Add a subparagraph 3.7.7 to read:

The Contractor shall pay for the use of municipal or private property for storage of materials, parking, temporary obstructions, enclosures, opening and patching of streets, etc., off of the property arising from construction and completion of work. The Contractor shall furnish to the Owner and the Architect no later than the preconstruction conference the permit numbers for mechanical, electrical, plumbing and any other required permits that must be obtained through governing agencies.

3.9 SUPERINTENDENT

3.9.1 Delete subparagraph 3.9.1 and replace with:

The Contractor shall employ a competent superintendent and necessary assistant who shall be in attendance at the Project site during the progress of the Work. The superintendent shall be satisfactory to the Owner and the Architect and shall not be changed except with the consent of the Owner and the Architect, which shall not be unreasonably withheld, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor and all communication given to the superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

3.9.4 Add a subparagraph 3.9.4 to read:

Contractor shall be responsible to fully inform its superintendent of all project progress, problems, decisions, changes, and deficiencies as they happen.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 Add a subparagraph 3.11.1 to read:

Record drawings shall be kept clean, and notations shall be made using clear, concise drafting techniques acceptable to the Architect.

The Contractor shall also maintain at the site for availability of the Owner and/or Architect one copy of all inspection reports and other written communications from the Architect and/or subcontractors, other prime contractors, materials suppliers, etc.

3.18 INDEMNIFICATION

3.18.2 Add the following to subparagraph 3.18.2:

The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1 Add the following to subparagraph 4.2.1:

If the Owner has not designated an Architect to provide Contract Administration, the

word "Architect" shall be read as the Owner's

ARTICLE 5 - SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Delete subparagraph 5.2.1 and replace with:

The Bidder shall at time of bid opening submit the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performances of the work. The Bidder shall not list more than one subcontractor for each category of work identified, unless the subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate. As circumstances change during the Work, the Contractor shall submit the names of all person or entities (including those who are to furnish materials or equipment fabricated to a special design).

Not later than seven (7) days after the date of Notice to Proceed, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as manufacturers for each of the products identified in the General Requirements (Division 1 of the Specifications) and, where applicable, the name of the installing subcontractor.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 Add a subparagraph 5.3.1 to read:

It is the responsibility of any subcontractor whose work must be applied or installed on or within work of other trades to examine conditions affecting its work. The subcontractor should notify the Contractor, in writing, with copy to the Architect, of any unsuitable or improperly prepared surfaces or conditions. Commencing work or absence of notification in writing constitutes acceptance of surfaces or conditions by a subcontractor, and it will be its responsibility to correct any defect in its work appearing thereafter.

ARTICLE 7 - CHANGES IN THE WORK

7.1 GENERAL

7.1.4 Add a new subparagraph 7.1.4 to read:

The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

a. For Contractor, for any work actually performed by Contractor's own forces, fifteen percent (15%) of the direct cost of material and labor up to $50,000 or ten percent (10%) of direct costs of changes exceeding $50,000.

b. For Contractor, for any work performed by its subcontractor(s), eight percent (8%) of the amount due each subcontractor up to $50,000 or six percent (6%) of the cots due each subcontractor for costs exceeding $50,000.

c. For each subcontractor (including lower tier subcontractors), for any work actually performed by its own forces, fifteen percent (15%) of the direct cost of materials and labor up to $50,000 or ten percent (10%) of direct costs of changes exceeding $50,000.

d. For each subcontractor, for any work performed by its subcontractor(s) of any lower tier, eight percent (8%) of the amount due the sub-subcontractor up to $50,000, or six percent (6%) of the costs due each subcontractor for costs exceeding $50,000.

7.2 CHANGE ORDERS

7.2.2 Add a subparagraph 7.2.2 to read:

Any Change Order prepared, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including, but not limited to, all direct, indirect, and consequential costs associated with the change and any and all adjustments to the Contract Sum and Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in the Application for Payment as if such work were originally part of the Project and Contract Documents.

7.2.3 Add a subparagraph 7.2.3 to read:

Contractor shall promptly respond to Change Order request for proposal within fifteen (15) days or such longer period as may be mutually acceptable for complex changes.

7.2.4 Add a subparagraph 7.2.4 to read:

The Contractor shall provide a cost breakdown for all adjustments in the contract sum, i.e. Change Orders, Proposals, and Construction Change Directives.

7.3 CONSTRUCTION CHANGE AUTHORIZATION

7.3.6 Revise the last sentence in subparagraph 7.3.6 to read:

Such agreement shall be effective immediately and shall be incorporated into a future Change Order.

7.3.11 Add a subparagraph 7.3.11 to read:

Overhead is defined as costs for all noncraft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, small tools, safety, insurance and any other cost incidental to the change in the Work.

ARTICLE 8 - TIME

8.3 DELAYS AND EXTENSIONS OF TIME:

8.3.1 Delete paragraph 8.3.1 and replace with:

If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties or other causes beyond the contractor's control, or by delay authorized by the Owner pending mediation and arbitration or by other causes which may justify delay as determined both by the Architect and Owner, then the Contract Time shall be extended by Change Order for such reasonable time.

8.3.4 Add a subparagraph 8.3.4 to read:

The Contract time shall be adjusted only for changes in the work pursuant to Article 7, and excusable delay pursuant to this Paragraph 8.3 as determined by the Architect. In the event the Contractor requests an extension of the contract time, it shall furnish the justification and supporting evidence as the Architect may deem necessary for a determination as to whether the Contractor is entitled to an extension of time under this Contract. After receipt of such documentation, the Architect shall make its findings of fact and so advise the Contractor in writing. The determination shall be based upon the approved Contractor's schedule current at the time of the delay.

8.4 Add a new section to read:

8.4 LIQUIDATED DAMAGES

8.4.1 Time is of the essence of the contract. Delays inconvenience the traveling public, obstructing traffic, interfere with daily commerce, and increase risk to the traveling public. Delays also cost taxpayers undue sums of money, adding time needed for administration, engineering, inspections and supervision.

8.4.2 Because the Owner finds it impractical and extremely difficult to calculate the actual damages which will be suffered by the Owner as a result of the Contractor's failure to complete the work on time, the Owner has adopted liquidated damages for this Work as set forth in the bid proposal.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1 Delete paragraph 9.1 and replace with:

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The Contract Sum and adjustment thereof shall include all taxes imposed by law except the Washington State Sales Tax, which will be paid by the Owner to Contractor, who shall pay tax to the State of Washington in accordance with the law.

9.3 APPLICATIONS FOR PAYMENT

9.3.4 Add a subparagraph 9.3.4 to read:

The Owner will pay ninety-five percent (95%) of the amount due the Contractor on

account of progress payments. Five percent (5%) will be held as retainage pursuant to chapter 60.28 RCW.

9.4 CERTIFICATES FOR PAYMENT

9.4.2 Add the following to subparagraph 9.4.2:

Payment will not constitute a waiver of any claims by the Owner that the Work fails to comply with the Contract Documents.

9.6 PROGRESS PAYMENTS

9.6.8 Add a subparagraph 9.6.8 to read:

Pursuant to chapter 60.28 RCW there will be reserved and retained from monies earned by the Contractor on estimates during the progress of the Work a sum not to exceed five percent (5%) of the monies earned by the Contractor. The retainage shall be used as a trust fund for the protection and payment: (1) to the State with respect to taxes imposed pursuant to Title 82, RCW which may be due from such Contractor, and (2) of any person or persons, mechanic, subcontractor or material supplier who shall perform any labor upon the contract or the doing of the work, and all persons who shall supply such person or persons or subcontractor with provisions or supplies for carrying on the work. Release of retainage will be made forty five (45) days following final acceptance of the work provided the following conditions are met:

a. The City has received from the Contractor and each subcontractor a copy of a "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries.
b. On contracts greater than $35,000, the City has received a release of liability from the State Department of Employment Security.
c. On contracts greater than $35,000, the City has received a release of liability from the State Department of Labor and Industries.
d. On contracts greater than $35,000, the City has received a release from the State Department of Revenue.
e. No claims, as provided by law, have been filed against the retainage.

In the event a claim is filed, the Contractor shall be paid a portion of the retainage which is less an amount sufficient to pay the claim and potential legal costs.

9.6.9 Add a subparagraph 9.6.9 to read:

Before payment is made, the Owner shall require the Contractor and each subcontractor to submit a Statement of Intent to Pay Prevailing Wages to the Owner's Accounting Department which has been approved by the State Department of Labor and Industries before submittal. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim (invoice) submitted by a Contractor for payment on a project estimate shall have a certification which states that the prevailing wages have been paid in accordance with the prefiled Statement(s) of Intent to Pay Prevailing Wages. Below is an example of the certification which is to appear on each voucher claim (invoice) submitted by the Contractor for payment.

CERTIFICATE

I certify that wages have been paid in accordance with the Statement (s) of Intent to Pay Prevailing Wages previously certified and filed pursuant to this contract.

By:_____ Date: _____

The fee for the approval of Statements of Intent to Pay Prevailing Wages and Affidavits of Wages is forty dollars ($40.00) for each form. The Contractor is responsible for payment of these fees and shall make all application directly to the Department of Labor and Industries. Reimbursement for the fees paid by the Contractor will be added to the amounts due the Contractor. In order to receive this reimbursement the Contractor will be required to submit to the Owner prior to final acceptance of the Work a list of its subcontractors at all tiers and have their Statements of Intent to Pay Prevailing Wages on file with the Owner.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Add a subparagraph 10.1.1 to read:

If the Work involves trench excavation which will exceed a depth of four feet, the Contractor shall provide adequate safety systems for the trench excavation that meet the requirements of the Washington industrial safety and health act (chapter 49.17 RCW).

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.4 Add the following to subparagraph 10.2.4:

The Contractor shall give the Owner reasonable advance notice of the use or storage.

ARTICLE 11 – INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1 Delete paragraph 11.1 and replace with:

During the term of the contract, the Contractor shall maintain in force at its own expense, the below insurance:

a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the Amount of one million ($1,000,000);

b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than one million five hundred thousand ($1,500,000) each occurrence for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers, and

employees and the Architect are additional insureds but only with respect to the Contractor's services to be provided under the contract;

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

There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additionally insured; and include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

11.3 PROPERTY INSURANCE

11.3.1 Revise "Owner" to "Contractor" in subparagraph 11.3.1.

11.3.1.2 Delete subparagraph 11.3.1.2.

11.3.1.3 Revise "Owner" to "Contractor" in subparagraph 11.3.1.3.

11.4 PERFORMANCE AND PAYMENT BOND

11.4 Delete entirely and revise to read:

The Contractor shall furnish at its sole cost, a performance bond and a payment bond to the Owner on the form to be provided by the Owner, each equal to one hundred percent (100%) of the contract price. The bonds are to insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the project. The bonds are to be executed by a surety company authorized to do business as a surety in Washington State, and shall remain in effect for one (1) year following the Owner's final acceptance of the Work. Unless approved by the Owner, the surety's name shall appear on the United States Treasury Department's list of authorized sureties - Circular 570 as amended.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.5.1 Add the following to subparagraph 13.5.1:

The Owner shall employ and pay for the services of an independent agency, testing laboratory or other qualified firm to perform services which are the Owner's responsibility as defined by the International Building Code and the "Special Inspection Manual" for the International Building Code.

13.8 Add a paragraph 13.8 to read:

NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin,

honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

13.9 Add a paragraph 13.9 to read:

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

13.10 Add a paragraph 13.10 to read:

APPRENTICES. For all public works estimated to cost one million dollars or more, the Contractor is required to have no less than fifteen percent (15%) of the labor hours performed by apprentices.

13.11 Add a paragraph 13.11 to read:

WORKERS' HOURS. Notwithstanding the provisions of RCW 49.28.010 through 49.28.060, a contractor or subcontractor in any public works contract subject to those provisions may enter into an agreement with his or her employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employee work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28.020 shall not apply to the hours, up to forty hours per week, worked pursuant to agreements entered into under this section.

13.12 Add a paragraph 13.12 to read:

PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.

A. The prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities where this contract will be performed will be determined by the Industrial Statistician of the Department of Labor and Industries.

B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:
https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx.
Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is MONDAY, NOVEMBER 16, 2015. A copy of the applicable prevailing wage rates is also available for viewing at the office of the Owner, located at CITY OF SPOKANE ASSET MANAGEMENT, 808 W. SPOKANE FALLS BLVD., SPOKANE, WA 99201.

C. As the successful Bidder and its subcontractors will be held responsible for paying the prevailing wages, it is imperative that all contractors familiarize themselves with the current wage rates before submitting bids based on these specifications.

D. Questions about current prevailing wage data may be directed to the City of Spokane Office of Contract Administration/Compliance, (509) 625-6065 or Washington State Department of Labor and Industries, (509) 324-2586.

E. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid prevailing journeyman wages.

ARTICLE 15 - CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.5.2 Add the following to subparagraph 15.1.5.2:

Source of the weather data to be used in documenting weather delays will be the National Oceanic and Atmospheric Administration (NOAA).

15.2 INITIAL DECISION

15.2.8 Delete subparagraph 15.2.8.

15.4 ARBITRATION

15.4.4 Delete Subparagraph 15.4.4.

END OF SUPPLEMENTARY GENERAL CONDITIONS

City of Spokane, Washington
Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.

Project Name: Lincoln Heights Reservoir #1 Roof Repair

Project #4189-15

Part A: General Company Information

Company Name	Sunvek LLC
Address	2382 Allen Rd Elk WA 99009
Contact Name and Title	Josh Skoog - Sales Manager
Contact Phone	(509) 638-2282
Contact E-mail	joshuas@sunvek.us
Years in business as a Prime Contractor	1
Years in business as a sub-contractor	1
Years in business under present Name	1

List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years: insosealed

Explain reason for name change(s) in the past five (5) years: purchased sunvek name

Part B: Work Experience

If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project. **If number of construction projects is not requested in Request for Bids document, list two (2) construction projects.**

Part C: Performance Evaluation

Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?

☐ Yes ☒ No

If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.

Part D: Record of Debarment / Disqualification

Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.

Part E: Safety

In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?

☐ Yes ☒ No

If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

Part F: Environmental

In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?

☐ Yes ☒ No

If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

Part G. Utilization Requirements

In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.

Part H: Discrimination

Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involves, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.

Part I. Prevailing Wage

In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?

☐ Yes ☒ No

If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluation these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

Part J: Public Bidding Crime (Criminal Convictions)
Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?
☐ Yes ☒ No
If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s)
Part K. Claims Against Retainage and Bonds
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
☐ Yes ☒ No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part L. Termination for Cause
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
☐ Yes ☒ No
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.
Part M: Litigation
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?
☐ Yes ☒ No
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part N: Delinquent State Taxes
Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?
☐ Yes ☒ No
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

Part O: Subcontractor Responsibility
Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?
☒ Yes ☐ No
If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.
Signature
The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.
Signature of Authorized Representative — Date: 12/30/2015
Printed Name of Authorized Representative: Josh Skoog — Title: Sales Manager

Instructions for the Supplemental Bidder Responsibility Form

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attached documentation to the City of Spokane Purchasing Section by one of the methods listed below within twenty four (24) hours of notification.

The City's evaluation may include further investigations to establish the responsibility, qualifications, financial resources and experience of a bidder to complete the work of this contract. The City may contact previous owners or others to validate the information provided by the bidder. The City will assess the information provided and other information gathered in determining whether a bidder is responsible. List all information you feel is relevant to the City making an informed decision. The City reserves the right to request additional information from the bidder.

For criteria with check boxes, the bidder will check either "Yes" or "No." For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.

Form Submittal:

Submit this form to Purchasing Section of the City of Spokane Accounting Department by one of the following methods within twenty four (24) hours after the time of notification (unless the specifications provide a different time or date)

Email (preferable)	purchasinghelp@spokanecity.org
	with the Email Subject line: Supplemental Bidder Form for Intermodal Police Precinct Building Remodel
Hand Delivered or Mailed:	Supplemental Bidder Form for Intermodal Police Precinct Building Remodel
Street Address	Purchasing Section
	808 West Spokane Falls Boulevard, 4th Floor, Spokane, WA 99201
	Attention: Thea Prince / Connie Wahl
	Supplemental Bidder Form for Intermodal Police Precinct Building Remodel

Questions: Please call (509) 625-6400

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name	Bidders Contact Name & Phone Number
Sunvek LLC	Josh Skoog 509-638-2282

Project Name	Project Contract Number:
CO-AG Seed Plant	

Project Owner	Project Location
CO-AG	Rosalia WA

Project Owner Contact Name & Title	Owner's Telephone Number
Al Kackman Plant Manager	509-280-7999

Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
6/12/2015	7/17/2015	$129,360.00	$129,360.00

Prime Contractor Name (If Not Bidder)	Contractor Contact Name & Phone Number (If Not Bidder)

Brief Project Description: Apply 1.25" closed cell roof foam over metal roof, Apply 520 gaco silicone over foam at the rate of 1.5 gal per 100ft2

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications

Application of gaco silicone on 35,000 sq ft of roofing

Agenda Sheet for City Council Meeting of: 05/02/2016		Date Rec'd	4/19/2016
		Clerk's File #	OPR 2016-0372
		Renews #	
Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	JUSTIN 835-5994	Project #	
Contact E-Mail	JBINGHAM@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0500-2016 MENTAL HEALTH COURT INTERLOCAL		

Agenda Wording

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

Summary (Background)

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

Fiscal Impact		Budget Account
Revenue	$ 92,880.00	# 0500-19500-99999-33815
Revenue	$ 123,120.00	# 0700-19500-99999-33815
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	DALTON, PAT	Study Session	4/25/16 Briefing
Division Director		Other	PSC 4/18/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	DALTON, PAT	jbingham@spokanecity.org	
For the Mayor	SANDERS, THERESA	epbrown@spokanecity.org	
Additional Approvals		szambelan@spokanecity.org	
Purchasing		gvasquez@spokanecounty.org	
		knox@spokanecity.org	
		tkrzyminski@spokanecounty.org	
		lhaskell@spokanecounty.org	

BRIEFING PAPER
City of Spokane
City Legal-City Prosecutor's Office
2016 Mental Health Court Interlocal
April 18, 2016-PSC

Subject

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

Background

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

Impact

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

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

Action

Recommendation of the Public Safety Committee for City Council approval of the 2016 Spokane Mental Health Court Interlocal Agreement (January 1, 2016 – December 31, 2016).

Funding

City funds for this interlocal agreement are available in the City's 2016 annual budget.

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

MENTAL HEALTH COURT INTERLOCAL AGREEMENT
(January 1, 2016 - December 31, 2016)

THIS AGREEMENT entered into among SPOKANE COUNTY, a political subdivision of the state of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "**COUNTY**," the CITY OF SPOKANE, a municipal corporation of the state of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "**CITY,**" the SPOKANE COUNTY PROSECUTING ATTORNEY, an elective office of the County of Spokane, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane, Washington 99260, hereinafter referred to as "**PROSECUTOR**," and the SPOKANE COUNTY PUBLIC DEFENDER, an appointive position of the County of Spokane, having offices for the transaction of business at 1033 West Gardner Avenue, Spokane, Washington 99260-0280, hereinafter referred to as "**PUBLIC DEFENDER**," hereinafter individually referred to as a "PARTY" and collectively referred to as the "**PARTIES**."

W I T N E S S E T H:

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

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

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

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

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

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

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

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

WHEREAS, the COUNTY is desirous of making 2016 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 13-0964 available to the PARTIES in conjunction with an 2016 expanded Mental Health Court; and

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

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

SECTION NO. 1: PURPOSE.

The purpose of this Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Mental Health Court with moneys made available by the COUNTY through the Regional Support Network (RSN) solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions No. 13-0964.

SECTION NO. 2: TERM.

This Agreement shall begin on January 1, 2016, and continue until December 31, 2016.

The CITY, PROSECUTOR or PUBLIC DEFENDER may terminate this Agreement at any time upon ninety (90) days written notice to each of the other PARTIES. PROVIDED, however, in the event of such termination, the CITY, at the sole option of the PUBLIC DEFENDER, will continue to provide defense services through December 31, 2016, for any individual who has been accepted into and remains in the Mental Health Court and who the CITY represented on behalf of the PUBLIC DEFENDER prior to the Notice of Termination. Provided, after the date of Notice of Termination the City Public Defender is not obligated to provide defense services for any individual who has not been accepted into the Mental Health Court as of the date of such Notice of Termination.

The PARTIES recognize that funding for the Agreement will come **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No.13-0964. If for any reason whatsoever the legislation authorizing the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 is found unlawful or unconstitutional, this Agreement shall automatically terminate. Upon such occurrence, the COUNTY shall have no obligation of any kind or nature to fund positions and related maintenance and operation expenses (hereinafter referred to as "M&O) provided for under this Agreement. The COUNTY shall give the PARTIES advance notice of any lawsuit challenging the lawfulness of the legislation authorizing the mental health one-tenth of one percent sales and use tax or Spokane County Resolution No. 13-0964. Provided further, the COUNTY reserves the right to reduce its funding under this Agreement to any PARTY in the event the revenues generated from the one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 are less than those projected. Any such reduction will be will be allocated to the PARTIES in the same percentage as the reduction in revenues. For example, if revenues are down three (3) percent from what was projected in the 2016 1/10th of 1% sales and use tax enacted under Spokane County Resolution No. 13-0964 budget, all PARTIES funding will be reduced three (3) percent from what was granted under this Agreement. In such circumstance, the COUNTY agrees to give the PARTIES thirty (30) days advance notice of any reduction in funding.

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

SECTION NO. 3: RESPONSIBILITIES OF PARTIES

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

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

1) City Presiding Judge:

- Receiving motions from the CITY for transfer of an existing Municipal Court case to the Mental Health Court,

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

2) City Prosecutor:

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

3) City Public Defender:

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

B. CITY:

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

2) Employ and house one (1) City Public Defender and necessary staff to be assigned solely to the Mental Health Court. The City Public Defender and staff shall represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court as well as indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.

3) Specially authorize as provided by law that Assistant Public Defender hired by the PUBLIC DEFENDER under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the PUBLIC DEFENDER is required to represent so that if needed he/she can also represents the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

C. PROSECUTOR:

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

D. PUBLIC DEFENDER:

1) Employ and house one (1) County Public Defender to be assigned solely to the Mental Health Court. The County Public Defender shall represent the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.

2) Specially authorize as provided by law that Assistant Public Defender hired by the CITY under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the CITY is required to represent so that if needed he/she can also represents the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.

3) If a client has both CITY and COUNTY cases, the PUBLIC DEFENDER shall handle all files (both CITY and COUNTY) for the individual defendant as the City Public Defender and the County PUBLIC DEFENDER agree are in the best interests of the defendant.

E. COUNTY:

1) Provide funding through the RSN **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 for those positions hired by the CITY, PROSECUTOR or PUBLIC DEFENDER under the terms of this Agreement. The funding for such positions is more particularly set forth in Attachment "A", attached hereto and incorporated herein by reference.

F. LIMITED RESOURCES / COOPERATION:

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

2) The PARTIES acknowledge that this Agreement covers only certain aspects of the full potential of the enabling state law and COUNTY ordinances relating to the funding of dedicated attorneys for the Mental Health Court. RCW 82.14.460 and the

implementing COUNTY ordinance set forth how the revenues generated form the sales and use tax can be expended.

3) The COUNTY agrees to share with the PARTIES any new or expanded programs affecting the scope of the Mental Health Court and its current allocated resources/funds prior to implementation and afford the PARTIES an opportunity to provide input.

SECTION NO. 4: COMPENSATION

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

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

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

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

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

SECTION NO. 5: AGREEMENT TO BE FILED

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

SECTION NO. 6: MAINTENANCE OF RECORDS

The CITY shall make available to the COUNTY or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hour and consistent with any applicable Rules of Professional Conduct, all records, books or pertinent information which the CITY shall have kept in conjunction with this Agreement and which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding its obligations under the terms of this Agreement.

SECTION NO. 7: ADMINISTRATION

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

SECTION NO. 8: PROPERTY UPON TERMINATION

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

SECTION NO. 9: LIABILITY

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

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

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

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion. Where an officer or employee of a PARTY is acting under the direction and control of the other PARTY, the PARTY directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other PARTY's officer or employee's negligence.

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

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

SECTION NO. 10: NOTICES

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

COUNTY:	Chief Executive Officer or his/her authorized representative 1116 West Broadway Avenue Spokane, Washington 99260
Copy:	County Regional Support Network 312 W. 8th Avenue Spokane, Washington 99204
CITY:	City Administrator or his/her authorized representative City Hall, Seventh Floor 808 West Spokane Falls Boulevard Spokane, Washington 99201-3303
Copies:	City Public Defender 824 North Monroe Street Spokane, Washington 99201 City Prosecutor 909 West Mallon Avenue Spokane, Washington 99201
PROSECUTOR:	Spokane County Prosecuting Attorney 1100 West Mallon Avenue Spokane, Washington 99260
PUBLIC DEFENDER:	Spokane County Public Defender 1033 West Gardner Avenue Gardner Court Building Spokane, Washington 99260

SECTION NO. 11: INSURANCE

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

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

(2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than $10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;

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

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

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

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

SECTION NO. 12: NON-WAIVER

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

SECTION NO. 13: HEADINGS

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

SECTION NO. 14: ENTIRE AGREEMENT

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

SECTION NO. 15: MODIFICATION

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

SECTION NO. 16: ASSIGNMENT

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

SECTION NO. 17: SEVERABILITY

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

SECTION NO. 18: COMPLIANCE WITH LAWS

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

SECTION NO. 19: NONDISCRIMINATION

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

SECTION NO. 20: VENUE STIPULATION

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

SECTION NO. 21: COUNTERPARTS

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

SECTION NO. 22: CHAPTER 39.34 RCW REQUIRED CLAUSES

A. Purpose. See Section No. 1 above.

B. Duration. See Section No. 2 above.

C. Organization of Separate Entity and Its Powers. See Section No. 6 above.

D. Responsibilities of the Parties. See provisions above.

E. Agreement to be filed. See Section No. 4 above.

F. Financing. See Section 3 above.

G. Termination. See Section No. 2 above.

H. Property upon Termination. See Section No. 7 above.

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

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

DATED: _____

_____
SHELLY O'QUINN, Chair

ATTEST:

_____
AL FRENCH, Vice Chair

_____
Ginna Vasquez
Clerk of the Board

_____
Commissioner

DATED: _____

CITY OF SPOKANE:

Attest:

By: _____
Mayor

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

DATED: _____

SPOKANE COUNTY PROSECUTING ATTORNEY

By: _____

Its: _____
(Title)

DATED: _____

SPOKANE COUNTY PUBLIC DEFENDER

By: _____

Its: _____
(Title)

Approved:

CITY OF SPOKANE MUNICIPAL COURT

_____
Michelle D. Szambelan, Presiding Judge

CITY PUBLIC DEFENDER

_____
Katherine Knox

CITY PROSECUTOR

_____
Justin Bingham

2016

ATTACHMENT "A"

PARTY	COUNTY FUNDING FROM MENTAL HEALTH TAX	FUNDING TO BE USED FOR
CITY	$216,000	City may use this money for Prosecutor/Support Staff/M&O, City Public Defender/Support Staff/M&O, or any other item consistent with RCW 82.14.460.
COUNTY PROSECUTOR	$127,000	County Prosecutor/Support Staff/M&O
COUNTY PUBLIC DEFENDER	$198,000	County Public Defender/Support Staff/M&O

NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A 2016 MENTAL HEALTH COURT INTERLOCAL AGREEMENT AMONG SPOKANE COUNTY, CITY OF SPOKANE, SPOKANE COUNTY PROSEUCITNG ATTORNEY AND SPOKANE COUNTY PUBLIC DEFENDER	)))))))	**R E S O L U T I O N**

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

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

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

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

WHEREAS, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs; and

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

WHEREAS, the COUNTY is desirous of making 2016 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 13-0964 available to the Spokane County Prosecuting Attorney, Spokane County Public Defender, and City of Spokane in conjunction with an 2016 expanded Mental Health Court; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6) and RCW 82.14.460, that either the chairperson of the Board or a majority of the Board be and is hereby authorized to execute that document entitled *"Mental Health Court Interlocal Agreement (January 1, 2016-December 31, 2016)*" pursuant to which Spokane County will make 2016 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 13-0964 available to the Spokane County Prosecuting Attorney, Spokane County Public Defender, and City of Spokane in conjunction with an 2016 expanded Mental Health Court

PASSED AND ADOPTED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

_____
SHELLY O'QUINN, Chair

ATTEST:

_____
AL FRENCH, Vice-Chair

_____
Ginna Vasquez
Interim Clerk of the Board

_____
NANCY MCLAUGHLIN, Commissioner

Agenda Sheet for City Council Meeting of: 05/02/2016		Date Rec'd	4/19/2016
		Clerk's File #	OPR 2016-0373
		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 #	CR 16799
Agenda Item Name	5900 - QUIT CLAIM DEED - WSDOT -		

Agenda Wording

Quit Claim deed with Washington Department of Transportation (Grantor) for and in consideration of $202,000.00 in conjunction with fire department location land acquisition.

Summary (Background)

Acquisition of Property for a permanent fire station location on South 195 near the Cheney Spokane Road interchanges. The Fire Department has been looking for a suitable piece of property in this area for many years. With WSDOT's completion of the interchange, a suitable piece of property became available as surplus. This agreement completes the acquisition of the property and allows the Fire Department to continue to develop plans for the construction of a permanent fire station.

Fiscal Impact		Budget Account
Expense	$ 202,000.00	# 5901 79125 94000 56101 99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	LUKAS, ED	Study Session	
Division Director	TWOHIG, KYLE	Other	Public Safety 4/18/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	RICHMAN, JAMES	fperkins@spokanecity.org	
For the Mayor	SANDERS, THERESA	jahensley@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		dsteele@spokanecity.org	
		kkeck@spokanecity.org	
		jlargent@spokanecity.org	

BRIEFING PAPER

Asset Management Group

Tuesday, April 19, 2016

Subject:

Quit claim deed and authorization to complete the acquisition of property at Cheney Spokane Road & Highway 195 for development as permanent Fire Station #5.

Background:

After an extensive site search over the last 7 years, the City of Spokane has identified this property as the preferred site for the placement of the permanent fire station #5.

This WSDOT owned property provides outstanding access to highway 195 and sufficient response times to meet the needs of the area for the foreseeable future. The property included (roughly 2.46 acres) provides sufficient space for the needs of the Fire Department and is a clean slate for development.

WSDOT has agreed to sell for the appraised value of $202,000 and associated recording fees. The acquisition will be completed and deeds recorded as soon as possible once required approvals are received.

Impact:

The closing of this transaction completes the acquisition process for the property needed for the permanent fire station allowing the City to begin the design and development phase.

Action:

Approval of acquisition and proceeding to recording

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

Legend

Parcel

1:2,400

0 80 160 320 Feet

0 20 40 80 Meters

Cheney Spokane

March 30, 2016

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

COSGIS
City of Spokane GIS

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

AFTER RECORDING RETURN TO:

ATTN: REAL ESTATE SERVICES
DEPARTMENT OF TRANSPORTATION
P.O. BOX 47338
OLYMPIA, WA 98504-7338

Document Title: Quitclaim Deed
Reference Number of Related Document: N/A
Grantor: State of Washington
Grantees: City of Spokane
Legal Description: Ptn E ½ SE ¼ Sec 36, T25N, R42E, W. M. and
Ptns of Gov't Lots 3 and 4, Sec 31, T25N, R43E, W.M.
Additional Legal Description is on Pages 1 and 2 of document
Assessor's Tax Parcel Number: 35313.0010, ptn of 25364.0017 and ptn of 25364.0018

QUITCLAIM DEED

SR 195, MP 93.15 to SR 90

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of TWO HUNDRED TWO THOUSAND AND NO/100 DOLLARS ($202,000.00), hereby conveys and quitclaims unto the CITY OF SPOKANE, a municipal corporation of the state of Washington, Grantee, all right, title, and interest in and to the following described real property situated in Spokane County, State of Washington:

All that certain real property situate in the City of Spokane, County of Spokane, State of Washington, being a portion of the East half of the Southeast quarter of Section 36, Township 25 North, Range 42 East, Willamette Meridian, and portions of Government Lots 3 and 4 in Section

31, Township 25 North, Range 43 East, Willamette Meridian, and being more particularly described as follows:

Beginning at a point in the Northeasterly Right of Way of the Burlington Northern Railroad, said point being a point opposite Highway Engineer's Station (hereinafter referred to as HES) L 830+77.87 on the L line survey of SR 195, MP 93.15 to SR 90 and 630.36 feet Southwesterly therefrom; thence Southeasterly along said Northeasterly line, to a point opposite HES L 826+55.47 on said line survey and 787.12 feet Southwesterly therefrom; thence Easterly along a curve to the left, having a radius of 470.00 feet, an arc length of 320.25 feet, to a point opposite HES L 824+54.77 on said line survey and 545.52 feet Southwesterly therefrom; thence Northerly to a point opposite HES L 825+04.08 on said line survey and 511.18 feet Southwesterly therefrom; thence Northwesterly along a curve to the left, having a radius of 380 feet, an arc length of 292.27 feet to a point opposite HES L 827+89.20 on said line survey and 512.26 feet Southwesterly therefrom; thence Northwesterly to a point opposite HES L 828+55 on said line survey and 539.18 feet Southwesterly therefrom; thence Northwesterly to the point of beginning.

The Grantor reserves, for itself and its successors and/or assigns, ownership of all easement rights of ingress and egress to, from, and between SR 195, including all rights of access, light, view and air, and access control as shown by the access prohibition symbol on the SR 195, MP 93.15 to SR 90 right of way and limited access plan between said state route and the property conveyed herein. The Grantee, its successors or assigns, shall have no right of ingress or egress between the above referenced state route and conveyed property where the access prohibition symbol is identified on said right of way and limited access plans. The Grantee, its successors or assigns, shall not be entitled to compensation for any loss of access, light, view, or air occasioned by the location, construction, reconstruction, maintenance, or operation of the above referenced state route and/or roadway facilities.

The specific details concerning all of which are to be found on sheet 6 of 20 sheets of that certain plan entitled SR 195, MP 93.15 to SR 90, now of record and on

file in the office of the Secretary of Transportation at Olympia, bearing date of approval December 20, 2002, revised December 11, 2015.

Subject to all other existing encumbrances, including easements, restrictions and reservations, if any.

The Grantee, on behalf of itself and its successors or assigns, as part consideration herein, do hereby agree to comply with all civil rights and anti-discrimination requirements of chapter 49.60 RCW as to the lands herein conveyed.

The lands herein described are not required for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.063.

Dated at Olympia, Washington, this _____day of _____, _____.

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION-GRANTOR

_____
~~Lynn Peterson~~ Roger Millar, PE, AICP
Acting Secretary of Transportation

APPROVED AS TO FORM:

By:_____
Senior Assistant Attorney General

REVIEWED AS TO FORM-GRANTEE:
CITY OF SPOKANE

By: _____

Name: _____

Title: _____

STATE OF WASHINGTON)
): ss
County of THURSTON)

On this _____ day of _____, _____, before me personally appeared ~~Lynn Peterson~~, Roger Millar known to me as the Secretary of Transportation, Washington State Department of Transportation, and executed the foregoing instrument, Acting acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

_____

Notary (print name) _____

Notary Public in and for the State of Washington,

residing at Olympia

My Appointment Expires _____

Newbur8 | 12/06/2002 | 11:53:49 AM | C:\AAWork\195\MATCH TO I90 NORTH.dgn

FOR SURVEY INFO, SEE MONUMENTATION MAP 8R 195, MULLEN HILL RD. VIC. TO 8R 90, DATED NOV. 5, 2002

CURVE DATA

P.I. STATION	DELTA	RADIUS	TANGENT	LENGTH
~~PI 25+65.12~~	~~29°40'23" LT~~	~~800.00'~~	~~211.91'~~	~~414.31'~~

CITY OF SPOKANE

MATCH LINE A

L 827+02.44 (913.68' LT.)= RR 4700+82.42 (65.00' LT.)

L 826+55.47 (787.12' LT.)= RR 4700+82.42 (200' LT.)

L = 140.41' R = 470.00'

L 827+84.99 (839.98' LT.)= RR 4699+70.40 (805.38' LT.)

L 827+94.42 (801.8' LT.)= RR 4699+67.02 (836.54' LT.)

LONGITUDINAL EASEMENT

R = 430.00'

T. 25 N. R. 42 E. W. M.

T. 25 N. R. 43 E. W. M.

SE ¼ SE ¼ SEC. 36

SURPLUS PROPERTY ICN 6-32-13459 (2.46 AC.)

FOR RELINQUISHMENT TO CITY

TURNBACK LINE

STORMWATER TREATMENT AREA

NE ¼ SE ¼ SEC. 36

L 830+05.18 (657.33' LT.)

L 830+77.87 (630.36' LT.)

L 828+74.89 (707.67' LT.)

L 828+98.30 (634.32' LT.)

L 828+39.00 (644.73' LT.)

L 828+41.21 L/A (567.85' LT.)

L 828+52 (539.18' LT.)

L 825+83.67 L/A (475.99' LT.)

L 826+49.76 (506.72' LT.)

L 827+89.20 (512.26' LT.)

L 826+81.03 (456.9' LT.)

L 828+94.33 (458.03' LT.)

L 829+10.08 L/A (418.26' LT.)

L 828+44.36 (421.74' LT.)

L 830+03.02 (410.03' LT.)

L 832+05.27 L/A (443.31' LT.)

L 832+44.39 L/A (444.72' LT.)

C LINE

UNDERCROSSING FL 30+06.43= L 832+44.86=412.04' LT.

TURNBACK LINE

FL 23+53.21 PC

FL 24+09.32=135' LT.

L 827+92.62 (416.42' LT.)

R=760.50' I=26°7'

FL 25+65.12 PI

L 827+14.45 (399.45' LT.)

L 827+19.11 (386.81' LT.)

L 827+85.25 (394.40' LT.)

FL 27+67.52 PT

6-06912

L 829+06.12 (337.80' LT.)

L 827+03.08 (307.92' LT.)

L 829+56.83 (330.02' LT.)

L 831+60 (267.83' LT.)

L 829+35.97 (242.74' LT.)

L 827+05.78 (305.26' LT.)

L 831+60.06 L/A (197.90' LT.)

FL 29+04.16 (36.5' RT.)

FL 29+55.15 (35' RT.)

L 832+20.65 L/A (373.42' LT.)

L 832+25.04 L/A (239.73' LT.)

L 832+20.94 L/A (203.07' LT.)

L 833+20.62 L/A (221.90' LT.)

L 833+38.67 L/A (223.4' LT.)

TEMPORARY SOUTHBOUND OFF RAMP

R=1556.01' I=2°7.59'

R=55'

R=55'

L 833+30.78 (677.53' LT.)= RR 4694+03.68 (65.00' LT.)

6-06761

6-04791

TEMPORARY CONSTRUCTION EASEMENT

L 832+91.81 (550.97' LT.)= RR 4694+03.68 (200' LT.)

FL 31+02.28 (115' LT.)= RR 4693+69.44 (200' LT.)

FL 32+48.60 (36.5' LT.)= RR 4692+03.39 (200' LT.)

FL 32+51.37 (35' LT.)= RR 4692+00.24 (200' LT.)

FL 34+80.76 (209.56' LT.)= RR 4690+80.64 (62.28' RT.)

FL 35+60

B. N. S. F.

115'

MATCH LINE SEE SHEET 15

195'

FISH LAKE ROAD

35

N 56°25'47"W

L 833+19.38 L/A (457.60' LT.)

L 833+20.13 (459.28' LT.)

36.5'

36.5'

FL LINE

FUTURE LINDEKE STREET

L 836+21.34=428.68' LT.= RR 4690+52.19 (200' LT.)

TURNBACK LINE

L 833+28.90 (365.89' LT.)

FOR RELINQUISHMENT TO CITY

L 836+24.33 (427.56' LT.) RR 4690+49.00 (200' LT.) FL 33+84.64 (36.50' RT.)

CROSSING EASEMENT FOR TRANSFER TO CITY

TEMPORARY CONSTRUCTION EASEMENT

FL 35+12.29 (105' RT.)= RR 4689+04.14 (200' LT.)

L 832+86.31 L/A (380.03' LT.)

L 832+83.65 L/A (380.55' LT.)

L 832+83.92 L/A (376.34' LT.)

L 832+86.31 L/A (377.33' LT.)

MATCH LINE SEE SHEET 7

SC LINE

L 832+45.59

C 24+16.39

UNDERCROSSING

C LINE

L LINE

2

2

835

L 836+00

6-04781

L 824+66.54 (578.92' LT.)

L 824+54.95 (546' LT.)

SLOPE EASEMENT FOR RELINQUISHMENT TO CITY

L 824+09.17=862.80' LT.

L 824+08.55 (559.37' LT.)

L 823+99.44 (549.81' LT.)

L 824+54.77 (545.52' LT.)

L 824+41.34 (533.02' LT.)

L 824+37.09 (540.76' LT.)

L 823+62.39 (500.02' LT.)

6-04783

L 17+13

R=470.00'

L 824+51.61 (529.63' LT.)

L 825+04.08 (511.18' LT.)

CHENEY SPOKANE ROAD

6-04782

L 823+78.84 (473.43' LT.)

L 823+80.67=484.27' LT.

L 823+91.76 (488.25' LT.)

L 823+30.56=465.39' LT.

L 826+72.80 (376.76' LT.)

N 26°48'34"W

L 826+55.91 (359.96' LT.)

L 826+88.74 (390.17' LT.)

TURNBACK LINE

GOV'T LOT 3 SEC. 31

ALL PLANS ARE SUBJECT TO CHANGE. OWNERSHIP SHOULD BE VERIFIED. PROPOSED PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED. ENCUMBRANCES MAY OR MAY NOT BE SHOWN. PARTIES SEEKING CURRENT PLAN INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS RIGHT OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE. FOR ENCUMBRANCE INFORMATION CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS REAL ESTATE SERVICES OFFICE.

25' TEMPORARY CONSTRUCTION EASEMENT

6-04780

6-06763

6-04780

ZIP TRIP

L 827+57.17=341.83' LT.

L 827+66.70 (338.02' LT.)

L 827+92.03=311.35' LT.

L 827+84.07 (320.26' LT.)

L 826+64.50 (368.9' LT.)

L 826+99.87 (202.07' LT.)

10' TEMPORARY CONSTRUCTION EASEMENT

13J5 152.64'

L 829+12.94=153.45' LT.

34.59

L 827+51.24=121.29' LT.

SURPLUS PROPERTY ICN 6-32-14287 (17,612 S.F.)

L 829+05.16 (162.30' LT.)

L 825+30 (112.35', 113.35' LT.)

L 827+26.82 (131.29' LT.)

L 823+25

L 824+34± (121.38' LT.)

L 824+22± (110' LT.)

110'

144'

CS LINE

TEMPORARY CONSTRUCTION EASEMENT

TO COLFAX

825

N48°34'22"W

MATCH LINE SEE SHEET 5

830

SR 195

**** 2.10 AC. LONGITUDINAL RR EASEMENT TO STATE

*** 1.45 AC. LONGITUDINAL RR EASEMENT FOR TRANSFER TO CITY

** 4.00 AC. RR CROSSING EASEMENT

** 0.45 AC. RR CROSSING EASEMENT FOR TRANSFER TO CITY

6.84 AC. 0.85 AC.

3.84 AC.

**** 0.61 AC.

FOR ACCESS HEARING PLAN SEE PLAN OF SAME TITLE, APPROVED AND ADOPTED MAY 7, 2002

** TEMPORARY CONSTRUCTION EASEMENT
* CALCULATED AREA

PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER RT.	EASM'T
6-06912	DEPARTMENT OF NATURAL RESOURCES	UNDETERMINED			
6-06763	SEE SHEET 4				2.71 AC. ****
6-06761	B.N.S.F.	UNDETERMINED			
6-04822	WA. ST. DEPT. GEN. ADMIN.	48.01 ac.	11.80 ac.	36.21 ac.	** 1.71 ac.
6-04791	B.N.S.F.	UNDETERMINED	4.69 ac. ***		
6-04783	HISAYASU; CHIYEKO T.	0.24ac. *	0.24ac.		
6-04782	See Sheet 4				
6-04781	LATAH CREEK 4100, L.L.C.	1.19 ac.	0.04 ac.	1.15 ac.	
6-04780	ARMACOST, R.R. AND C.F.	* 1.78 AC.	0.19 ac.	1.59 AC.	** 0.16 ac.

TOTAL AREA IS FROM ASSESSOR'S RECORDS UNLESS OTHERWISE NOTED.

OWNERSHIPS

LEGEND

ACCESS TO BE PROHIBITED SHOWN THUS ////////

PROPERTY OWNERSHIP NUMBERS (-)

PROPERTY LINES .....

0 50 100

SCALE IN FEET

By	Approval	Revision Description
EB	Letter 10-20-11	10-27-11	Revised Total Area Parcel 6-04780
TW	Letter 9-26-11	10-13-11	Reinstated Original R/W and L/A on Lt. Sta. L 823+25 to L 824+22±; Revised Parcel 6-04780; Added Parcel 6-06763; Revised C Line; Deleted S.T.A. on Lt. Vic. Sta. L 829+00; Revised Limited Access Limits; Added T.C.E. on Lt. Sta. L 825+30 to L 829+13.5 and L 826+64.50 to L 827+04.07; Revised Ownership Verification Note
CW	Letter 4-13-11	4-28-11	Added Parcel 6-06761, Revised R/W Acquisition and T.C.E. Areas Parcel 6-04791, Deleted T.C.E. on Lt. Sta. L 823+30.56 to Sta. L 827+92.03, Revised Areas RR Longitudinal and RR Crossing Easement Notes
CW	Letter 11-18-10	1-27-11	Revised Areas Parcel 6-04781 and 6-04791, Revised R/W and L/A on Lt. Sta. L 824+08.55 to FL 35+60, Revised L/A on Rt. Sta. L 829+12.94 to L 836+00, Revised Access Notes
MM	Letter 4-16-10	4-22-10	Revised Areas Parcel 6-04822
CW	Letter 11-19-09	12-3-09	Added areas Parcel 6-04822
MM	Letter 6-9-09	6-25-09	Added Temporary Southbound Off Ramp on Lt. Vic. Sta. L 835+00
By	Reference	Approval	Revision Description

By	STW	Revised R/W and Added Surplus Property ICN 6-32-14287 and Area on Lt. Sta. L 823+25 to L 824+22±; Revised Parcel 6-04780; Added Parcel 6-06763; Revised C Line; Deleted S.T.A. on Lt. Vic. Sta. L 829+00; Revised Limited Access Limits; Added Future Lindeke St., Deleted Fish Lake Rd. Revised Ownership Verification Note	12-11-15
BHB	BHB	Revised R/W & L/A Lt. from Sta. L 824+54 to L 830+78, Added Surplus Property, ICN 6-32-13459, Area and Sta. L 832+91.81 to L 833+30.78, Revised L/A on Rt. Sta. L 824+41.34 to L 826+55.47	4-17-15
MRW	MRW	Revised Ownership Verification Note	2-14-14
SAT	SAT	Revised R/W on Lt. Sta. L 824+41.34 to 824+54.77, Revised Areas Parcel 6-04781	8-16-12
CW	CW	Revised R/W and L/A on Lt. Sta. L 824+57.05 to 825+83.15, Revised R/W and L/A on Lt. Sta. L 832+58.18 to FL 32+48.60, Revised R/W and L/A on Rt. Sta. FL 33+84.64 to 36+60, Added Future Lindeke St., Deleted Fish Lake Rd., Amended Item Access Notes	5-3-12
By	By	Revision Description	Approved

THIS PLAN SUPERSEDES SHEET 4 OF 8 SHEETS OF SR 195, HATCH ROAD TO 14th AVE. IN SPOKANE, APPROVED JUNE 1, 1960.

EXHIBIT A

LIMITED ACCESS ESTABLISHED BY THE DIRECTOR, ENVIRONMENTAL AND ENGINEERING PROGRAMS FINDINGS AND ORDER ADOPTED NOVEMBER 25, 2002

SR 195

MP 93.15 TO SR 90

SPOKANE COUNTY

RIGHT OF WAY AND LIMITED ACCESS PLAN
FULL CONTROL
MP 93.66 TO MP 93.90
STATION L 823+25 TO STATION L 836+00

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON

LARRY L. NIX STATE OF WASHINGTON 1931 REGISTERED PROFESSIONAL ENGINEER

EXPIRES 3-27-04

PROJECT ENGINEER

APPROVED AND ADOPTED DECEMBER 20, 2002

James R Wega

RIGHT OF WAY PLANS ENGINEER

DATE 12-11-02

SHEET 6 OF 20 SHEETS

Designated For Limited Access Control By Commission Resolution No. 95, July 23, 1953.

D - 3 SR 195 / 108

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Agenda Sheet for City Council Meeting of: 05/02/2016		**Date Rec'd**	4/27/2016
		Clerk's File #	CPR 2016-0002
		Renews #	
Submitting Dept	ACCOUNTING	**Cross Ref #**	
Contact Name/Phone	LEONARD 625-6320	**Project #**	
Contact E-Mail	LDAVIS@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Claim Item	**Requisition #**	
Agenda Item Name	5600-CLAIMS-2016		

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 4/22/16. Total:$ 4,053,323.13 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:$ 3,879,235.78

Summary (Background)

Pages 1-25 Check numbers: 524133 - 524331 ACH payment numbers: 25443 - 25620 On file for review in City Clerks Office: 25 Page listing of Claims NOTE:

Fiscal Impact		**Budget Account**
Expense	**$** 3,879,235.78	**#** Various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

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

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	923,971.78
1100	STREET FUND	208,318.04
1200	CODE ENFORCEMENT FUND	96.33
1400	PARKS AND RECREATION FUND	324.48
1450	UNDER FREEWAY PARKING FUND	495.68
1460	PARKING METER REVENUE FUND	56,649.46
1540	HUMAN SERVICES GRANTS FUND	25,848.26
1541	CONTINUUM OF CARE	0.00
1640	COMMUNICATIONS BLDG M&O FUND	14,167.27
1690	COMM DEVELOPMENT BLOCK GRANTS	0.00
1710	HOME PROGRAM	0.00
1730	HOPE ACQUISITION FUND	49.86
1950	PARK CUMULATIVE RESERVE FUND	3,613.02
1970	FIRE/EMS FUND	59,634.97
2100	GO BOND REDEMPTION FUND	13,800.00
3200	ARTERIAL STREET FUND	205,605.49
3404	2004 UTGO STREET BONDS	5,775.98
4100	WATER DIVISION	444,678.78
4250	INTEGRATED CAPITAL MANAGEMENT	136,181.77
4300	SEWER FUND	204,019.20
4340	WATER/WW REVENUE BOND FUND	1,429.86
4480	SOLID WASTE FUND	6,192.23
4490	SOLID WASTE DISPOSAL	24,291.06
4700	DEVELOPMENT SVCS CENTER	24.80
5100	FLEET SERVICES FUND	135,923.66
5110	FLEET SVCS EQUIP REPL FUND	15,366.24
5200	PUBLIC WORKS AND UTILITIES	359.73
5300	IT FUND	35,065.25
5310	IT CAPITAL REPLACEMENT FUND	2,608.31
5400	REPROGRAPHICS FUND	21,190.00
5600	ACCOUNTING SERVICES	110.41
5800	RISK MANAGEMENT FUND	83,400.54
5810	WORKERS' COMPENSATION FUND	874.38
5830	EMPLOYEES BENEFITS FUND	1,121,020.82
5900	ASSET MANAGEMENT FUND OPS	15,006.91
5901	ASSET MANAGEMENT FUND CAPITAL	6,784.66-
6070	FIREFIGHTERS' PENSION FUND	75,412.77
6080	POLICE PENSION FUND	43,513.10
6920	CLAIMS CLEARING FUND	1,000.00
	TOTAL:	3,879,235.78

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

HEATHER ANDERSON 5819 W PARK WEST CT	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00524290	56.50
SONIA COMBS 9509 W STADLER CT	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00524175	56.50
SPOKANE PUBLIC SCHOOLS	CONTRACTUAL SERVICES ACH PMT NO. - 80025607	9,604.34
SPOKANE REGIONAL CLEAN AIR AGENCY	OTHER INTERGOVT SERVICES CHECK NO. - 00524305	63,787.00
SPOKANE TRANSIT AUTHORITY	CONTRACTUAL SERVICES ACH PMT NO. - 80025608	4,850.61
TAX RECOVERY SERVICES LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80025609	37,500.00
TOTAL FOR 0020 - NONDEPARTMENTAL		115,854.95

0100 - GENERAL FUND

ANTHONY LEE WILLIAMS 2943 N SMITH ST	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00524166	250.00
BANK OF AMERICA BANKCARD CENTER	PCARD ADVANCE PYMT REC CHECK NO. - 00524134	40,469.96
CATHOLIC CHARITIES	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80025585	80,127.89
CATHOLIC CHARITIES dba GUSE SUMMIT VIEW APARTMENTS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80025594	12,573.18
CHERYL ROCHDE 6104 N ELM	DEPOSIT - RESTITUTION CHECK NO. - 00524167	25.00
FULCRUM INSTITUTE DISPUTE RESOLUTION CLINIC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80025591	256.73
JOE HARDING PO BOX 155	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00524168	250.00
JOHN BLAKE WILCOX 27210 SE 13TH PL	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00524169	74.00
LISA MARGARET HAWKINS 2916 NE 38TH AVE	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00524170	525.00
MANNON MARIE BECKLUND 2404 N ATLANTIC ST	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00524171	36.00
NE COMMUNITY CENTER ASSN	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80025601	11,479.87

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORTHEAST YOUTH CENTER	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80025602	3,547.27
OFFICIAL PAYMENT CORP 177 TECHNOLOGY PARKWAY	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00524172	46.00
PROCLAIM LIBERTY INC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00524325	35,500.50
RHONDA F PAUKSTIS 14925 E SUMMERFILED CT	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00524173	500.00
SHAWN BRYAN 9003 E GRACE AVE	DEPOSIT - RESTITUTION CHECK NO. - 00524174	20.00
SNAP FINANCIAL ACCESS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80025606	10,142.54
SPOKANE NEIGHBORHOOD ACTION PARTNERS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80025605	17,820.60
STEVEN MARIO JUAREZ 13411 E SKYVIEW AVE	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00524176	350.00
TOMI LEA SIMPSON 3605 N CINCINATTI ST	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00524177	500.00
TONI BRANNON 809 W MAIN AVE APT204	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00524178	1,000.00
TRANSITIONS DBA TRANSITIONAL PROGRAMS FOR WOMEN	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80025613	20,053.73
US BANK	PCARD ADVANCE PYMT REC ACH PMT NO. - 80025615	275,181.22
WA STATE DEPT OF REVENUE MISCELLANEOUS TAX DIVISION	DEPOSIT-LEASE EXCISE TAX CHECK NO. - 00524307	10,101.27
WA STATE PATROL	DEPOSIT-SPD STATE REMITTANCE CHECK NO. - 00524193	9,422.00
YWCA	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80025620	5,214.43
TOTAL FOR 0100 - GENERAL FUND		535,467.19

0260 - CITY CLERK

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80025497	133.88
TOTAL FOR 0260 - CITY CLERK		133.88

0300 - HUMAN SERVICES

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80025538	9.57
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80025538	18.08
CATHOLIC CHARITIES	CONTRACTUAL SERVICES ACH PMT NO. - 80025446	4,395.44
SECOND HARVEST FOOD BANK OF THE INLAND NORTHWEST	CONTRACTUAL SERVICES ACH PMT NO. - 80025521	7,960.00
SPOKANE CITY TREASURER	STORMWATER FEES CHECK NO. - 00524304	4.07
SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES ACH PMT NO. - 80025472	7,148.18
TRANSITIONS DBA TRANSITIONAL PROGRAMS FOR WOMEN	CONTRACTUAL SERVICES ACH PMT NO. - 80025481	9,894.76
VOLUNTEERS OF AMERICA OF EASTERN WA & N IDAHO	CONTRACTUAL SERVICES ACH PMT NO. - 80025483	10,798.12
YWCA	CONTRACTUAL SERVICES ACH PMT NO. - 80025620	4,435.42
TOTAL FOR 0300 - HUMAN SERVICES		44,663.64

0320 - COUNCIL

MJB CONSULTING INC	PROFESSIONAL SERVICES CHECK NO. - 00524180	2,750.00
TOTAL FOR 0320 - COUNCIL		2,750.00

0370 - ENGINEERING SERVICES

AASHTO 2	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80025536	700.00
ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80025535	95.46
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80025492	40.73
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80025586	761.24
KERSHAWS INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80025461	3,547.97
TOTAL FOR 0370 - ENGINEERING SERVICES		5,145.40

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0410 - FINANCE

JAMES M KUNTZ	LOCAL MILEAGE ACH PMT NO. - 80025558	99.90
JAMES M KUNTZ	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80025558	30.53
JAMES M KUNTZ	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80025558	7.00
JAMES M KUNTZ	PROFESSIONAL SERVICES ACH PMT NO. - 80025558	475.00
TOTAL FOR 0410 - FINANCE		612.43

0450 - COMM & NEIGHBHD SVCS DIVISION

RIGHT MIND PRINTING LLC	PROMOTIONAL SUPPLIES CHECK NO. - 00524303	2,999.99
TOTAL FOR 0450 - COMM & NEIGHBHD SVCS DIVISION		2,999.99

0470 - HISTORIC PRESERVATION

SOFTWAREONE INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80025474	326.74
TOTAL FOR 0470 - HISTORIC PRESERVATION		326.74

0500 - LEGAL

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80025492	740.13
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80025492	205.34
COWLES PUBLISHING COMPANY dba SPOKESMAN-REVIEW	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80025587	84.00
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80025588	4.21
LEXISNEXIS A DIVISION OF REED ELSEVIER INC	PUBLICATIONS CHECK NO. - 00524323	4,219.47
TOTAL FOR 0500 - LEGAL		5,253.15

0520 - MAYOR

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DAVID CONDON	PER DIEM CHECK NO. - 00524154	282.00
TOTAL FOR 0520 - MAYOR		282.00

0560 - MUNICIPAL COURT

AMY HARTE	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80025487	145.80
HOWARD F DELANEY	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80025486	220.32
SPOKANE COUNTY TREASURER	PUBLIC SAFETY BUILDING RENT ACH PMT NO. - 80025524	152,381.91
UNIVERSAL PROTECTION SERVICE	ALARM/SECURITY SERVICES ACH PMT NO. - 80025614	343.44
TOTAL FOR 0560 - MUNICIPAL COURT		153,091.47

0680 - POLICE

ALL SERVICE WEST TOWING	TOWING EXPENSE ACH PMT NO. - 80025489	105.98
ARTISTIC TOWING	TOWING EXPENSE ACH PMT NO. - 80025491	70.66
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80025444	6,059.21
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80025444	3,777.73
A-PRO AUTO BODY AND TOWING	TOWING EXPENSE CHECK NO. - 00524153	635.90
COLUMBIA MEDICAL ASSOC LLC	MEDICAL SERVICES CHECK NO. - 00524136	339.00
COMCAST	IT/DATA SERVICES CHECK NO. - 00524320	3,319.32
CW NIELSEN MFG CORP	OPERATING SUPPLIES ACH PMT NO. - 80025498	195.66
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80025500	141.31
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80025501	20.31
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80025451	75.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GALLS LLC	CLOTHING ACH PMT NO. - 80025592	4,757.79
GUNARAMA WHOLESALE INC	MINOR EQUIPMENT ACH PMT NO. - 80025504	280.17
JOHN GATELY	POLICE SERGEANT CHECK NO. - 00524321	116.76
KRONOS INCORPORATED	SOFTWARE MAINTENANCE ACH PMT NO. - 80025509	540.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES CHECK NO. - 00524141	218.27
MATTHEW ROSE	AIRFARE ACH PMT NO. - 80025471	120.00
MATTHEW ROSE	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80025471	16.00
NELSON'S TOWING AND REPAIR/ DIV OF NELCO SERVICES INC	TOWING EXPENSE ACH PMT NO. - 80025511	70.66
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80025465	71.25
ON CALL TOWING	TOWING EXPENSE ACH PMT NO. - 80025514	70.65
RICK DOBROW OR CRAIG MEIDL RICK DOBROW TRUSTEE	CONFIDENTIAL FUNDS CHECK NO. - 00524147	285.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY MISC SERVICES ACH PMT NO. - 80025477	1,556.83
SPOKANE COUNTY TREASURER	TELEPHONE ACH PMT NO. - 80025477	25.68
SPOKANE TOWING/DIV OF NELCO SERVICES INC	TOWING EXPENSE ACH PMT NO. - 80025526	70.66
UNITED PARCEL SERVICE	POSTAGE CHECK NO. - 00524191	30.42
VERIZON WIRELESS BELLEVUE	SMART PHONES, IPAD, TABLETS ACH PMT NO. - 80025530	586.56
VIPER ENTERPRISES LLC DBA FRANKS AND INLAND TOWING	TOWING EXPENSE ACH PMT NO. - 80025531	88.32
TOTAL FOR 0680 - POLICE		23,645.10

0690 - PROBATION SERVICES

SPOKANE COUNTY TREASURER	PUBLIC SAFETY BUILDING RENT ACH PMT NO. - 80025524	30,497.34

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0690 - PROBATION SERVICES		30,497.34

0700 - PUBLIC DEFENDER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80025492	740.14
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80025492	205.34
LARRY TANGEN	LEGAL SERVICES CHECK NO. - 00524328	1,033.50
MATTHEW BENDER & CO INC DBA LEXIS NEXIS MATTHEW BENDER	MEDICAL SERVICES ACH PMT NO. - 80025462	56.52
SPOKANE COUNTY CLERK	MISC SERVICES/CHARGES CHECK NO. - 00524146	3.00
TED PULVER DBA PULVER INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80025604	1,210.00
TOTAL FOR 0700 - PUBLIC DEFENDER		3,248.50

1100 - STREET FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80025492	205,467.83
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80025492	1,278.46
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80025496	1,426.03
JOSHUA A WRIGHT	PERMITS/OTHER FEES CHECK NO. - 00524150	102.00
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80025512	3.71
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80025530	40.01
TOTAL FOR 1100 - STREET FUND		208,318.04

1200 - CODE ENFORCEMENT FUND

VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80025530	96.33
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		96.33

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1400 - PARKS AND RECREATION FUND

COMCAST	IT/DATA SERVICES CHECK NO. - 00524320	222.30
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80025589	102.18
TOTAL FOR 1400 - PARKS AND RECREATION FUND		324.48

1450 - UNDER FREEWAY PARKING FUND

PARKEON INC	CONTRACTUAL SERVICES ACH PMT NO. - 80025517	495.68
TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND		495.68

1460 - PARKING METER REVENUE FUND

WESTERN STATES CONSTRUCTION	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00524194	56,599.46
WESTERN STATES CONSTRUCTION PO BOX 208	DEPOSIT-MISCELLANEOUS DEPOSITS CHECK NO. - 00524164	50.00
TOTAL FOR 1460 - PARKING METER REVENUE FUND		56,649.46

1540 - HUMAN SERVICES GRANTS FUND

CATHOLIC CHARITIES	CONTRACTUAL SERVICES ACH PMT NO. - 80025585	34,269.35
CATHOLIC CHARITIES	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80025585	13,696.32-
TRANSITIONS DBA TRANSITIONAL PROGRAMS FOR WOMEN	CONTRACTUAL SERVICES ACH PMT NO. - 80025527	6,416.43
TRANSITIONS DBA TRANSITIONAL PROGRAMS FOR WOMEN	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80025527	1,141.20-
TOTAL FOR 1540 - HUMAN SERVICES GRANTS FUND		25,848.26

1541 - CONTINUUM OF CARE

CATHOLIC CHARITIES	CONTRACTUAL SERVICES ACH PMT NO. - 80025585	65,499.95
CATHOLIC CHARITIES	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80025585	65,499.95-

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CATHOLIC CHARITIES dba GUSE SUMMIT VIEW APARTMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80025594	12,573.18
CATHOLIC CHARITIES dba GUSE SUMMIT VIEW APARTMENTS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80025594	12,573.18-
SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES ACH PMT NO. - 80025605	17,820.60
SPOKANE NEIGHBORHOOD ACTION PARTNERS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80025605	17,820.60-
TRANSITIONS DBA TRANSITIONAL PROGRAMS FOR WOMEN	CONTRACTUAL SERVICES ACH PMT NO. - 80025527	14,910.70
TRANSITIONS DBA TRANSITIONAL PROGRAMS FOR WOMEN	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80025527	14,910.70-
YWCA	CONTRACTUAL SERVICES ACH PMT NO. - 80025620	5,214.43
YWCA	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80025620	5,214.43-
TOTAL FOR 1541 - CONTINUUM OF CARE		0.00

1640 - COMMUNICATIONS BLDG M&O FUND

ASPHALT PRODUCTS INC	REPAIRS/MAINTENANCE CHECK NO. - 00524318	4,642.58
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80025444	7,064.65
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80025444	881.29
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00524144	831.01
SPOKANE CITY TREASURER	STORMWATER FEES CHECK NO. - 00524144	352.97
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00524144	394.77
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		14,167.27

1690 - COMM DEVELOPMENT BLOCK GRANTS

CATHOLIC CHARITIES	CONTRACTUAL SERVICES ACH PMT NO. - 80025493	931.62
CATHOLIC CHARITIES	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80025493	931.62-

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FULCRUM INSTITUTE DISPUTE RESOLUTION CLINIC	CONTRACTUAL SERVICES ACH PMT NO. - 80025591	256.73
FULCRUM INSTITUTE DISPUTE RESOLUTION CLINIC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80025591	256.73-
NE COMMUNITY CENTER ASSN	CONTRACTUAL SERVICES ACH PMT NO. - 80025601	11,479.87
NE COMMUNITY CENTER ASSN	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80025601	11,479.87-
NORTHEAST YOUTH CENTER	CONTRACTUAL SERVICES ACH PMT NO. - 80025602	3,547.27
NORTHEAST YOUTH CENTER	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80025602	3,547.27-
SNAP FINANCIAL ACCESS	CONTRACTUAL SERVICES ACH PMT NO. - 80025606	10,142.54
SNAP FINANCIAL ACCESS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80025606	10,142.54-
TRANSITIONS DBA TRANSITIONAL PROGRAMS FOR WOMEN	CONTRACTUAL SERVICES ACH PMT NO. - 80025613	4,001.83
TRANSITIONS DBA TRANSITIONAL PROGRAMS FOR WOMEN	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80025613	4,001.83-
	TOTAL FOR 1690 - COMM DEVELOPMENT BLOCK GRANTS	0.00

1710 - HOME PROGRAM

PROCLAIM LIBERTY INC	CONTRACTUAL SERVICES CHECK NO. - 00524325	35,500.50
PROCLAIM LIBERTY INC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00524325	35,500.50-
	TOTAL FOR 1710 - HOME PROGRAM	0.00

1730 - HOPE ACQUISITION FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80025538	30.72
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80025538	19.14
	TOTAL FOR 1730 - HOPE ACQUISITION FUND	49.86

1950 - PARK CUMULATIVE RESERVE FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELL MARKETING LP	COMPUTER/MICRO EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80025548	3,613.02

TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND		3,613.02

1970 - FIRE/EMS FUND

ASPHALT PRODUCTS INC	REPAIRS/MAINTENANCE	
	CHECK NO. - 00524318	3,741.45
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80025444	14,797.03
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80025444	9,639.77
B & E ELECTRIC INC	BUILDING REPAIRS/MAINTENANCE	
	CHECK NO. - 00524133	855.45
BRIDGESTONE AMERICAS INC	VEHICLE REPAIR & MAINT SUPPLY	
dba GCR TIRES & SERVICE	ACH PMT NO. - 80025583	3,539.54
BRIDGESTONE AMERICAS INC	VEHICLE REPAIRS/MAINT SUPPLIES	
dba GCR TIRES & SERVICE	ACH PMT NO. - 80025583	41.20
COCHRAN INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80025545	217.40
COMCAST	IT/DATA SERVICES	
	CHECK NO. - 00524320	716.20
CONTROL SOLUTIONS NW INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80025495	29.09
COOPERATIVE SUPPLY INC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80025448	10,623.25
CW NIELSEN MFG CORP	CLOTHING	
	ACH PMT NO. - 80025498	61.80
DEACONESS MEDICAL CENTER	SAFETY SUPPLIES	
PHARMACY	CHECK NO. - 00524155	2,659.99
ECMS INC	EQUIPMENT REPAIRS/MAINTENANCE	
DEPT 34922	CHECK NO. - 00524156	2,702.55
FIKES NORTHWEST INC/DIV OF	OPERATING SUPPLIES	
VIKING LOGIC INC	ACH PMT NO. - 80025501	43.30
GENERAL FIRE APPARATUS CO INC	PERSONAL PROTECTIVE EQUIPMENT	
	CHECK NO. - 00524157	595.68
HARRY G LOCHRIDGE	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80025580	360.56
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIRS/MAINT SUPPLIES	
	ACH PMT NO. - 80025457	272.02

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80025460	219.49
KRONOS INCORPORATED	SOFTWARE MAINTENANCE ACH PMT NO. - 80025509	540.00
LAKE CITY FORD	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00524158	888.85
PLUMB LOCO INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80025518	2,489.23
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00524184	1,077.27
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00524144	652.93
SPOKANE CITY TREASURER	STORMWATER FEES CHECK NO. - 00524144	151.27
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00524144	169.19
SQL LLC 14704 E SPRAGUE AVE	PUBLIC SAFETY LICENSE/PERM CHECK NO. - 00524165	88.00
TORRE REFUSE & RECYCLING DBA SUNSHINE DISPOSAL &	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00524190	156.49
UNIFIRE POWER BLOWERS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80025528	97.83
UNIFIRE POWER BLOWERS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80025528	730.46
WILDROSE LTD dba WILDROSE GRAPHICS	CLOTHING ACH PMT NO. - 80025485	1,408.75
WILDROSE LTD dba WILDROSE GRAPHICS	CLOTHING ALTERATIONS & REPAIRS ACH PMT NO. - 80025485	32.34
XO COMMUNICATIONS INC	TELEPHONE ACH PMT NO. - 80025532	36.59
	TOTAL FOR 1970 - FIRE/EMS FUND	59,634.97

2100 - GO BOND REDEMPTION FUND

NORTHWEST MUNICIPAL ADVISORS	DEBT ISSUE COSTS CHECK NO. - 00524300	13,800.00
	TOTAL FOR 2100 - GO BOND REDEMPTION FUND	13,800.00

3200 - ARTERIAL STREET FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MDM CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80025599	192.36
MURPHY BROTHERS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00524181	204,831.88
NELSON/NYGAARD CONSULTING ASSOCIATES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80025510	581.25
	TOTAL FOR 3200 - ARTERIAL STREET FUND	205,605.49

3404 - 2004 UTGO STREET BONDS

MDM CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80025599	5,775.98
	TOTAL FOR 3404 - 2004 UTGO STREET BONDS	5,775.98

4100 - WATER DIVISION

3400 N MONROE LLC 512 W KATELYN LANE	REFUNDS CHECK NO. - 00524159	257.31
ASSERO SERVICES LLC C/O HOA UTILITY DEPT	REFUNDS CHECK NO. - 00524291	577.35
AUTO-RAIN SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80025443	90.96
B002 INVESTMENTS LLC 4317 W JENSEN RD	REFUNDS CHECK NO. - 00524292	87.59
CENTURYLINK	TELEPHONE CHECK NO. - 00524135	712.60
CPM DEVELOPMENT CORP DBA CENTRAL PRE-MIX CONCRETE CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80025447	437.75
CRAIG OR MARGARET RILEY 4821 S LAPWAI LN	REFUNDS CHECK NO. - 00524293	32.43
CRIS DUVALL 664 CAPE DR	REFUNDS CHECK NO. - 00524294	5.37
ENDRESS+HAUSER INC C/O FIELD INSTRUMENTS & CONTRO	MINOR EQUIPMENT CHECK NO. - 00524138	8,656.42
ENTERPRISE HOLDINGS INC	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80025499	189.91
FERGUSON ENTERPRISES INC dba FAMILIAN NW INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80025550	110,680.95
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80025589	424.36

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GRAINGER INC	MINOR EQUIPMENT ACH PMT NO. - 80025551	121.63
GRAYBAR ELECTRIC COMPANY INC	MINOR EQUIPMENT ACH PMT NO. - 80025552	144.13
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80025505	2,975.44
H D SUPPLY WATERWORKS LTD	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80025506	266,081.57
H D SUPPLY WATERWORKS LTD	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80025506	2,640.75
H2E INC	CONTRACTUAL SERVICES CHECK NO. - 00524322	5,079.02
HACH COMPANY AMERICAN SIGMA	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80025456	3,755.99
HACH COMPANY AMERICAN SIGMA	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80025456	3,698.50
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80025554	1,434.43
IDEXX DISTRIBUTION GROUP IDEXX LABORATORIES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80025458	571.71
KEN KROUGH 3407 OAKMONT ST NE	REFUNDS CHECK NO. - 00524295	30.99
M & L SUPPLY CO INC	INVENTORY PURCHASES FOR WATER CHECK NO. - 00524179	896.86
MATTHEW WRIGHT 5416 N SHANE CT	REFUNDS CHECK NO. - 00524160	13.02
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80025561	1,108.74
OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80025468	1,044.90
PRO RECYCLE LLC	PAVING REPAIRS/MAINTENANCE CHECK NO. - 00524302	15,693.00
RITCHIE HANSON 20112 W JOHNSON LANE	REFUNDS CHECK NO. - 00524161	271.34
SANDY MORGAN 5424 S MADELIA ST	REFUNDS CHECK NO. - 00524296	6,300.24
SIEMENS INDUSTRY INC	MINOR EQUIPMENT ACH PMT NO. - 80025568	2,597.54
SPOKANE CITY TREASURER	DEPOSIT - U-HELP CHECK NO. - 00524145	300.50

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE CITY TREASURER	OTHER MISC CHARGES CHECK NO. - 00524145	1,005.69
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00524189	3,898.76
SPOKANE KOREAN CHURCH OF GOOD TO GOD	REFUNDS CHECK NO. - 00524297	2,112.34
SPOKANE REGIONAL CLEAN AIR AGENCY	PERMITS/OTHER FEES CHECK NO. - 00524306	250.00
SUSANNE PARKER HARTWELL PO BOX 10308	REFUNDS CHECK NO. - 00524298	93.22
TAMROCK 4 LLC PO BOX 9085	REFUNDS CHECK NO. - 00524162	89.72
WILSON PROPERTIES 1908 W BROADWAY AVE	REFUNDS CHECK NO. - 00524163	315.75
TOTAL FOR 4100 - WATER DIVISION		444,678.78

4250 - INTEGRATED CAPITAL MANAGEMENT

AHBL INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80025534	10,810.00
BERNARDO-WILLS ARCHITECTS PC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80025540	455.00
CRAIG OR MARGARET RILEY 4821 S LAPWAI LN	REFUNDS CHECK NO. - 00524293	29.80
CRIS DUVALL 664 CAPE DR	REFUNDS CHECK NO. - 00524294	7.25
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80025595	528.20
HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80025596	210.90
KEN KROUGH 3407 OAKMONT ST NE	REFUNDS CHECK NO. - 00524295	51.51
MATTHEW WRIGHT 5416 N SHANE CT	REFUNDS CHECK NO. - 00524160	19.88
MDM CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80025599	1,342.93
MURPHY BROTHERS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00524181	117,474.95
S M HANSEN CONSULTING	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00524326	3,006.20

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SOFTWAREONE INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80025474	762.56
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00524189	26.34
TRINDERA ENGINEERING	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80025482	1,456.25
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		136,181.77

4300 - SEWER FUND

CRIS DUVALL 664 CAPE DR	REFUNDS CHECK NO. - 00524294	1.32
KEN KROUGH 3407 OAKMONT ST NE	REFUNDS CHECK NO. - 00524295	62.99
MATTHEW WRIGHT 5416 N SHANE CT	REFUNDS CHECK NO. - 00524160	24.15
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00524189	32.01
TOTAL FOR 4300 - SEWER FUND		120.47

4310 - SEWER MAINTENANCE DIVISION

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80025582	1,913.53
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80025444	106.88
COOPERATIVE SUPPLY INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80025546	7,050.53
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80025557	8,094.89
H D SUPPLY WATERWORKS LTD	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80025553	1,729.64
NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00524299	28.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CHECK NO. - 00524288	165.00
PRORATE AND FUEL TAX DEPT OF LICENSING	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00524330	1,771.82
SPOKANE CITY TREASURER	OTHER MISC CHARGES CHECK NO. - 00524145	1,005.69

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

STANDARD DIGITAL PRINT CO INC	PRINTING/BINDING/REPRO ACH PMT NO. - 80025571	226.26
WHITE BLOCK COMPANY INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00524308	2,263.13
WILLIAM R PEACOCK	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80025581	73.00
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		24,428.37

4320 - RIVERSIDE PARK RECLAMATION FAC

AVISTA UTILITIES	HEATING SUPPLIES ACH PMT NO. - 80025444	931.09
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80025492	127,629.56
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80025444	6,927.30
CENTURYLINK	TELEPHONE CHECK NO. - 00524135	2,749.71
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80025544	516.54
COOPERATIVE SUPPLY INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80025448	6,407.93
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80025497	137.02
DELL MARKETING LP %DELL USA LP	COMPUTERS & PERIPHERAL EQUIP ACH PMT NO. - 80025548	1,927.40
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80025548	381.97
EUROFINS FRONTIER GLOBAL SCIENCES INC	TESTING SERVICES ACH PMT NO. - 80025450	360.00
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80025459	11,903.85
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80025466	4,355.12
PACIFIC RIM LABORATORIES INC	PROFESSIONAL SERVICES CHECK NO. - 00524182	12,475.00
PRORATE AND FUEL TAX DEPT OF LICENSING	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00524330	473.29
SVL ANALYTICAL INC	TESTING SERVICES ACH PMT NO. - 80025479	189.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TINA M HUGHES DBA FUTURE FILING AND FORMS	INTERFUND-REPROGRAPHICS ACH PMT NO. - 80025453	906.95
VISIONARY COMMUNICATIONS, INC	TELEPHONE CHECK NO. - 00524329	73.12
WA STATE PARKS & RECREATION COMMISSION	MISC SERVICES/CHARGES CHECK NO. - 00524331	1,125.51
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		179,470.36

4340 - WATER/WW REVENUE BOND FUND

BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80025541	1,429.86
TOTAL FOR 4340 - WATER/WW REVENUE BOND FUND		1,429.86

4480 - SOLID WASTE FUND

KEN KROUGH 3407 OAKMONT ST NE	REFUNDS CHECK NO. - 00524295	85.38
MATTHEW WRIGHT 5416 N SHANE CT	REFUNDS CHECK NO. - 00524160	21.45
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00524189	135.18
TOTAL FOR 4480 - SOLID WASTE FUND		242.01

4490 - SOLID WASTE DISPOSAL

COMCAST	IT/DATA SERVICES CHECK NO. - 00524320	282.30
DESIGNER DECAL INC	PRINTING/BINDING/REPRO ACH PMT NO. - 80025549	442.41
H2E INC	MACHINERY/EQUIPMENT CHECK NO. - 00524140	16,169.69
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80025507	7,259.00
SOFTWAREONE INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80025474	137.66
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		24,291.06

4500 - SOLID WASTE COLLECTION

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80025488	255.00
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80025589	2,682.86
FIREPOWER INC	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80025589	221.76
OXARC INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80025515	1,784.91
SPOKANE CITY TREASURER	OTHER MISC CHARGES CHECK NO. - 00524145	1,005.69
	TOTAL FOR 4500 - SOLID WASTE COLLECTION	5,950.22

4700 - DEVELOPMENT SVCS CENTER

STANDARD DIGITAL PRINT CO INC	PRINTING/BINDING/REPRO ACH PMT NO. - 80025571	24.80
	TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER	24.80

5100 - FLEET SERVICES FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80025492	388.30
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80025492	3,130.03
BILL'S HELI-ARC WELDING	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00524319	1,059.35
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80025583	1,469.90
FIREPOWER INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80025589	119.56
FREEDOM TRUCK CENTERS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80025590	1,226.88
FREEDOM TRUCK CENTERS INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80025590	3,660.79
KENWORTH SALES COMPANY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80025597	1,640.78
KENWORTH SALES COMPANY	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80025597	67.95-
LITHIA MOTORS PAYMENT PROCESSING	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80025584	1,881.60

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MARK HENDERSON dba ONSIDE DASH REPAIR	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80025467	1,777.21
MODERN MACHINERY CO INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80025600	29,188.52
PACWEST MACHINERY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80025563	2,458.86
PACWEST MACHINERY LLC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80025603	19,578.44
PAPE MATERIAL HANDLING	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80025470	5,843.89
PRORATE AND FUEL TAX DEPT OF LICENSING	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00524330	23,189.39
SIX ROBBLEES INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00524143	100.48
SOLID WASTE SYSTEMS INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80025569	12,105.40
SPOKANE CRANE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00524327	782.64
TERRY'S TRUCK CENTER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80025610	2,484.02
TITAN TRUCK EQUIPMENT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80025611	163.05
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80025612	20,658.31
WENDLE FORD NISSAN ISUZU	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00524149	2,773.46
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80025618	310.75
	TOTAL FOR 5100 - FLEET SERVICES FUND	135,923.66

5110 - FLEET SVCS EQUIP REPL FUND

FREEDOM TRUCK CENTERS INC	RENTAL EQUIPMENT ACH PMT NO. - 80025452	15,366.24
	TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND	15,366.24

5200 - PUBLIC WORKS AND UTILITIES

BARBARA PATRICK	OFFICE SUPPLIES CHECK NO. - 00524324	45.06

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80025573	314.67
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		359.73

5300 - IT FUND

CARAHSOFT TECHNOLOGY CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80025445	5,021.70
COMCAST	IT/DATA SERVICES CHECK NO. - 00524320	321.44
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80025589	6,099.88
NORTHWEST VITAL RECORDS CENTER INC	ALARM/SECURITY SERVICES CHECK NO. - 00524142	1,085.00
SOFTWAREONE INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80025474	4,616.43
SOFTWAREONE INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80025474	463.75
US POSTMASTER	PREPAID POSTAGE CHECK NO. - 00524148	10,000.00
WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE -	332.34
XO COMMUNICATIONS INC	TELEPHONE ACH PMT NO. - 80025619	7,124.71
TOTAL FOR 5300 - IT FUND		35,065.25

5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP %DELL USA LP	COMPUTER/MICRO EQUIPMENT ACH PMT NO. - 80025548	2,608.31
TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		2,608.31

5400 - REPROGRAPHICS FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80025586	13,625.62
GREAT WESTERN INK INC	OPERATING SUPPLIES CHECK NO. - 00524139	3,268.21
MARK ANDY INC DBA MARK ANDY PRINT PRODUCTS	OPERATING SUPPLIES ACH PMT NO. - 80025598	304.72

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SOFTUSE INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80025473	1,947.00
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	285.19
WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE -	169.39
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80025576	1,589.87
	TOTAL FOR 5400 - REPROGRAPHICS FUND	21,190.00

5600 - ACCOUNTING SERVICES

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80025588	110.41
	TOTAL FOR 5600 - ACCOUNTING SERVICES	110.41

5800 - RISK MANAGEMENT FUND

US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80025529	23,400.54
WILLIS OF SEATTLE INC OR CITY OF SPOKANE TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80025617	60,000.00
	TOTAL FOR 5800 - RISK MANAGEMENT FUND	83,400.54

5810 - WORKERS' COMPENSATION FUND

VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80025573	24.38
WASHINGTON SELF INSURERS ASSOCIATION	REGISTRATION/SCHOOLING ACH PMT NO. - 80025574	850.00
	TOTAL FOR 5810 - WORKERS' COMPENSATION FUND	874.38

5830 - EMPLOYEES BENEFITS FUND

GROUP HEALTH COOPERATIVE	INSURANCE CLAIMS ACH PMT NO. - 80025593	234,579.39
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	INSURANCE PREMIUMS ACH PMT NO. - 80025508	150.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80025565	311,954.49

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE FIRE FIGHTERS BENEFIT TRUST	INSURANCE PREMIUMS ACH PMT NO. - 80025525	536,090.38
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80025616	3,318.30
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE CLAIMS ACH PMT NO. - 80025616	34,928.26
	TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND	1,121,020.82

5900 - ASSET MANAGEMENT FUND OPS

ALLIED SAFE & VAULT CO INC DBA ALLIED FIRE AND SECURITY	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80025490	163.33
COEUR D'ALENE SERVICE STATION EQUIPMENT	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80025494	1,955.04
DESIGNER DECAL INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80025449	612.55
NORTHWEST FENCE COMPANY INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80025513	380.45
PACIFIC POWER GROUP LLC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80025516	2,009.87
RIVER CITY GLASS INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80025520	1,342.79
ROTO-ROOTER/DIV OF RAM PLUMBING INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00524183	309.80
SPECIALTY ROOFING LLC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80025522	1,566.42
SPOKANE ARTS FUND	CONTRACTUAL SERVICES ACH PMT NO. - 80025523	6,666.66
	TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS	15,006.91

5901 - ASSET MANAGEMENT FUND CAPITAL

CASSEL PROMOTIONS AUTO SOX USA INC	BUILDING IMPROVEMENTS ACH PMT NO. - 80025542	1,657.68
NORCO INC	MINOR EQUIPMENT ACH PMT NO. - 80025512	578.83
NORTHWEST RIVER SUPPLIES INC	PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00524301	24,643.16
PLUMB LOCO INC	BUILDING IMPROVEMENTS ACH PMT NO. - 80025518	2,587.06

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

THE MALLORY CO	MINOR EQUIPMENT ACH PMT NO. - 80025559	2,063.86
WA STATE DEPT OF REVENUE	VEHICLES -	63,314.25-
WENDLE FORD NISSAN ISUZU	VEHICLES CHECK NO. - 00524149	24,999.00
	TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL	6,784.66-

6200 - FIREFIGHTERS' PENSION FUND

LEONARD J VANDERBOSCH MD	OTHER CONTRACTUAL SERVICES ACH PMT NO. - 80025572	175.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80025565	75,237.77
	TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND	75,412.77

6300 - POLICE PENSION

LEONARD J VANDERBOSCH MD	OTHER CONTRACTUAL SERVICES ACH PMT NO. - 80025572	175.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80025565	43,338.10
	TOTAL FOR 6300 - POLICE PENSION	43,513.10

6920 - CLAIMS CLEARING FUND

TAMRA HATCHER	ACCOUNTS PAYABLE CHECK NO. - 00524289	1,000.00
	TOTAL FOR 6920 - CLAIMS CLEARING FUND	1,000.00
	TOTAL CLAIMS	3,879,235.78

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	62,527.33-	26.32	
00524133	B & E ELECTRIC INC	855.45		
00524134	BANK OF AMERICA	40,469.96		
00524135	CENTURYLINK	3,462.31		
00524136	COLUMBIA MEDICAL ASSOC LLC	339.00		
00524137	COMCAST	2,473.19		
00524138	ENDRESS+HAUSER INC	8,656.42		
00524139	GREAT WESTERN INK INC	3,268.21		
00524140	H2E INC	16,169.69		
00524141	LOOMIS ARMORED US INC	218.27		
00524142	NORTHWEST VITAL RECORDS	1,085.00		
00524143	SIX ROBBLEES INC	100.48		
00524144	SPOKANE CITY TREASURER	2,552.14		
00524145	SPOKANE CITY TREASURER	3,317.57		
00524146	SPOKANE COUNTY CLERK	3.00		
00524147	RICK DOBROW OR CRAIG MEIDL	285.00		
00524148	US POSTMASTER	10,000.00		
00524149	WENDLE FORD NISSAN ISUZU	27,772.46		
00524150	JOSHUA A WRIGHT	102.00		
00524151	CH2M HILL ENGINEERS INC			80,689.86
00524152	INDUSTRIAL WELDING CO INC			95.11
00524153	A-PRO AUTO BODY AND TOWING	635.90		
00524154	DAVID CONDON	282.00		
00524155	DEACONESS MEDICAL CENTER	2,659.99		
00524156	ECMS INC	2,702.55		
00524157	GENERAL FIRE APPARATUS CO IN	595.68		
00524158	LAKE CITY FORD	888.85		
00524159	3400 N MONROE LLC	257.31		
00524160	MATTHEW WRIGHT	78.50		
00524161	RITCHIE HANSON	271.34		
00524162	TAMROCK 4 LLC	89.72		
00524163	WILSON PROPERTIES	315.75		
00524164	WESTERN STATES CONSTRUCTION	50.00		
00524165	SQL LLC	88.00		
00524166	ANTHONY LEE WILLIAMS	250.00		
00524167	CHERYL ROCHDE	25.00		
00524168	JOE HARDING	250.00		
00524169	JOHN BLAKE WILCOX	74.00		
00524170	LISA MARGARET HAWKINS	525.00		
00524171	MANNON MARIE BECKLUND	36.00		
00524172	OFFICIAL PAYMENT CORP	46.00		
00524173	RHONDA F PAUKSTIS	500.00		
00524174	SHAWN BRYAN	20.00		
00524175	SONIA COMBS	56.50		
00524176	STEVEN MARIO JUAREZ	350.00		
00524177	TOMI LEA SIMPSON	500.00		
00524178	TONI BRANNON	1,000.00		
00524179	M & L SUPPLY CO INC	896.86		
00524180	MJB CONSULTING INC	2,750.00		
00524181	MURPHY BROTHERS INC	322,306.83		
00524182	PACIFIC RIM LABORATORIES INC	12,475.00		
00524183	ROTO-ROOTER/DIV OF	309.80		
00524184	SIX ROBBLEES INC	1,077.27		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00524185	SPOKANE CITY TREASURER	1,360.00		
00524186	SPOKANE CITY TREASURER	803.63		
00524187	SPOKANE CITY TREASURER	1,718.50		
00524188	SPOKANE CITY TREASURER	105.00		
00524189	SPOKANE CITY TREASURER	105.16		
00524190	TORRE REFUSE & RECYCLING	156.49		
00524191	UNITED PARCEL SERVICE	30.42		
00524192	WA STATE PATROL	9,317.75		
00524193	WA STATE PATROL	104.25		
00524194	WESTERN STATES CONSTRUCTION	56,599.46		
00524288	NORTHWEST INDUSTRIAL SERVICE	165.00		
00524289	TAMRA HATCHER	1,000.00		
00524290	HEATHER ANDERSON	56.50		
00524291	ASSERO SERVICES LLC	577.35		
00524292	B002 INVESTMENTS LLC	87.59		
00524293	CRAIG OR MARGARET RILEY	62.23		
00524294	CRIS DUVALL	13.94		
00524295	KEN KROUGH	230.87		
00524296	SANDY MORGAN	6,300.24		
00524297	SPOKANE KOREAN CHURCH OF GOO	2,112.34		
00524298	SUSANNE PARKER HARTWELL	93.22		
00524299	NORTH SPOKANE IRRIGATION	28.00		
00524300	NORTHWEST MUNICIPAL ADVISORS	13,800.00		
00524301	NORTHWEST RIVER SUPPLIES INC	24,643.16		
00524302	PRO RECYCLE LLC	15,693.00		
00524303	RIGHT MIND PRINTING LLC	2,999.99		
00524304	SPOKANE CITY TREASURER	4.07		
00524305	SPOKANE REGIONAL CLEAN AIR	63,787.00		
00524306	SPOKANE REGIONAL CLEAN AIR	250.00		
00524307	WA STATE DEPT OF REVENUE	10,101.27		
00524308	WHITE BLOCK COMPANY INC	2,263.13		
00524309	CENTER POINT PUBLISHING INC		302.58	
00524310	BJORNSTAD, BRUCE N			300.00
00524311	CENTURYLINK			50.97
00524312	GONZAGA UNIVERSITY			360.00
00524313	INLAND POWER & LIGHT CO			324.59
00524314	SILVER BOW FLY SHOP LLC			120.00
00524315	T & T GOLF MANAGEMENT INC			10,450.60
00524316	ANDREW O. THEW			10.15
00524317	WA STATE PATROL			1,488.00
00524318	ASPHALT PRODUCTS INC	8,384.03		
00524319	BILL'S HELI-ARC WELDING	1,059.35		
00524320	COMCAST	2,388.37		
00524321	JOHN GATELY	116.76		
00524322	H2E INC	5,079.02		
00524323	LEXISNEXIS A DIVISION OF	4,219.47		
00524324	BARBARA PATRICK	45.06		
00524325	PROCLAIM LIBERTY INC	35,500.50		
00524326	S M HANSEN CONSULTING	3,006.20		
00524327	SPOKANE CRANE SERVICE INC	782.64		
00524328	LARRY TANGEN	1,033.50		
00524329	VISIONARY COMMUNICATIONS, IN	73.12		
00524330	PRORATE AND FUEL TAX	25,434.50		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00524331	WA STATE PARKS & RECREATION	1,125.51		
80025443	AUTO-RAIN SUPPLY INC	90.96		
80025444	AVISTA UTILITIES	64,670.48		
80025445	CARAHSOFT TECHNOLOGY CORP	5,021.70		
80025446	CATHOLIC CHARITIES	24,968.47		
80025447	CPM DEVELOPMENT CORP DBA	437.75		
80025448	COOPERATIVE SUPPLY INC	17,031.18		
80025449	DESIGNER DECAL INC	612.55		
80025450	EUROFINS FRONTIER GLOBAL	360.00		
80025451	FIREPOWER INC	75.00		
80025452	FREEDOM TRUCK CENTERS INC	15,366.24		
80025453	TINA M HUGHES	906.95		
80025454	GRAYBAR ELECTRIC COMPANY INC	122.39		
80025455	H D SUPPLY WATERWORKS LTD	135,062.49		
80025456	HACH COMPANY	7,454.49		
80025457	HUGHES FIRE EQUIPMENT INC	272.02		
80025458	IDEXX DISTRIBUTION GROUP	571.71		
80025459	KEMIRA WATER SOLUTIONS INC	11,903.85		
80025460	KENWORTH SALES COMPANY	219.49		
80025461	KERSHAWS INC	3,547.97		
80025462	MATTHEW BENDER & CO INC	56.52		
80025463	MID CITY CONCERNS INC			1,543.75
80025464	NORTHEAST YOUTH CENTER			23,256.34
80025465	OCCUPATIONAL MEDICINE	71.25		
80025466	OLIN CORPORATION	4,355.12		
80025467	MARK HENDERSON dba	1,777.21		
80025468	OXARC INC	1,044.90		
80025469	PACWEST MACHINERY LLC	14,345.98		
80025470	PAPE MATERIAL HANDLING	5,843.89		
80025471	MATTHEW ROSE	136.00		
80025472	SPOKANE NEIGHBORHOOD ACTION	7,148.18		
80025473	SOFTUSE INC	1,947.00		
80025474	SOFTWAREONE INC	6,307.14		
80025475	SOLID WASTE SYSTEMS INC	6,582.61		
80025476	SOUTHSIDE SENIOR ACTIVITY CT			7,973.10
80025477	SPOKANE COUNTY TREASURER	1,582.51		
80025478	STANLEY CONVERGENT SECURITY			30.53
80025479	SVL ANALYTICAL INC	189.00		
80025480	TOBY'S BODY & FENDER INC	5,682.54		
80025481	TRANSITIONS DBA TRANSITIONAL	9,894.76		
80025482	TRINDERA ENGINEERING	1,456.25		
80025483	VOLUNTEERS OF AMERICA OF	10,798.12		
80025484	WCP SOLUTIONS	1,051.17		
80025485	WILDROSE LTD dba	1,441.09		
80025486	HOWARD F DELANEY	220.32		
80025487	AMY HARTE	145.80		
80025488	ACRANET CBS BRANCH/DIV OF	255.00		
80025489	ALL SERVICE WEST TOWING	105.98		
80025490	ALLIED SAFE & VAULT CO INC D	163.33		
80025491	ARTISTIC TOWING	70.66		
80025492	AVISTA UTILITIES	325,340.33		
80025493	CATHOLIC CHARITIES	1,281.98		
80025494	COEUR D'ALENE SERVICE STATIO	1,955.04		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80025495	CONTROL SOLUTIONS NW INC	29.09		
80025496	COPIERS NORTHWEST INC	1,426.03		
80025497	COWLES PUBLISHING COMPANY	270.90		
80025498	CW NIELSEN MFG CORP	257.46		
80025499	ENTERPRISE HOLDINGS INC	189.91		
80025500	EVERGREEN STATE TOWING LLC D	141.31		
80025501	FIKES NORTHWEST INC/DIV OF	63.61		
80025502	FREEDOM TRUCK CENTERS INC	1,936.26		
80025503	GALLS LLC	610.76		
80025504	GUNARAMA WHOLESALE INC	280.17		
80025505	H D FOWLER COMPANY	2,975.44		
80025506	H D SUPPLY WATERWORKS LTD	133,659.83		
80025507	HALME CONSTRUCTION INC	7,259.00		
80025508	HRA VEBA TRUST	150.00		
80025509	KRONOS INCORPORATED	1,080.00		
80025510	NELSON/NYGAARD CONSULTING	581.25		
80025511	NELSON'S TOWING AND REPAIR/	70.66		
80025512	NORCO INC	582.54		
80025513	NORTHWEST FENCE COMPANY INC	380.45		
80025514	ON CALL TOWING	70.65		
80025515	OXARC INC	1,784.91		
80025516	PACIFIC POWER GROUP LLC	2,009.87		
80025517	PARKEON INC	495.68		
80025518	PLUMB LOCO INC	5,076.29		
80025519	TED PULVER	715.00		
80025520	RIVER CITY GLASS INC	1,342.79		
80025521	SECOND HARVEST FOOD BANK OF	7,960.00		
80025522	SPECIALTY ROOFING LLC	1,566.42		
80025523	SPOKANE ARTS FUND	6,666.66		
80025524	SPOKANE COUNTY TREASURER	182,879.25		
80025525	SPOKANE FIRE FIGHTERS BENEFI	536,090.38		
80025526	SPOKANE TOWING/DIV OF	70.66		
80025527	TRANSITIONS DBA TRANSITIONAL	21,327.13		
80025528	UNIFIRE POWER BLOWERS INC	828.29		
80025529	US BANK OR CITY TREASURER	23,400.54		
80025530	VERIZON WIRELESS BELLEVUE	722.90		
80025531	VIPER ENTERPRISES LLC	88.32		
80025532	XO COMMUNICATIONS INC	36.59		
80025533	YWCA	557.26		
80025534	AHBL INC	10,810.00		
80025535	ALLIED ENVELOPE	95.46		
80025536	AASHTO 2	700.00		
80025537	ANDONIADIS RETAIL SERVICES			2,307.61
80025538	AVISTA UTILITIES	77.51		
80025539	BAKER & TAYLOR BOOKS		5,003.71	
80025540	BERNARDO-WILLS ARCHITECTS PC	455.00		
80025541	BUDINGER & ASSOCIATES INC	1,429.86		
80025542	CASSEL PROMOTIONS	1,657.68		
80025543	CENGAGE LEARNING INC		661.71	
80025544	CINTAS CORPORATION NO 3	516.54		
80025545	COCHRAN INC	217.40		
80025546	COOPERATIVE SUPPLY INC	7,050.53		
80025547	COPIERS NORTHWEST INC			45.57

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80025548	DELL MARKETING LP	8,530.70		
80025549	DESIGNER DECAL INC	442.41		
80025550	FERGUSON ENTERPRISES INC	110,680.95		
80025551	GRAINGER INC	121.63		
80025552	GRAYBAR ELECTRIC COMPANY INC	21.74		
80025553	H D SUPPLY WATERWORKS LTD	1,729.64		
80025554	HASKINS STEEL CO INC	1,434.43		
80025555	IDAHO AMATEUR SOFTBALL ASSOC			140.00
80025556	INGRAM LIBRARY SERVICES INC		91.83	
80025557	CPM DEVELOPMENT CORP DBA	8,094.89		
80025558	JAMES M KUNTZ	612.43		
80025559	THE MALLORY CO	2,063.86		
80025560	MIDWEST TAPE		2,000.21	
80025561	NORCO INC	1,108.74		
80025562	OVERDRIVE INC		65.00	
80025563	PACWEST MACHINERY LLC	5,863.23		
80025564	PATRIOT FIRE PROTECTION INC			250.01
80025565	PREMERA BLUE CROSS OR	430,530.36		
80025566	RECORDED BOOKS INC		29,971.48	
80025567	SHARP SHOOTING INDOOR RANGE			498.75
80025568	SIEMENS INDUSTRY INC	2,597.54		
80025569	SOLID WASTE SYSTEMS INC	5,522.79		
80025570	SPOKANE REGIONAL CONVENTION			5,000.00
80025571	STANDARD DIGITAL PRINT CO IN	251.06		
80025572	LEONARD J VANDERBOSCH MD	350.00		
80025573	VERIZON WIRELESS BELLEVUE	339.05		
80025574	WASHINGTON SELF INSURERS	850.00		
80025575	WASTE MANAGEMENT OF WA DBA			611.33
80025576	WCP SOLUTIONS	538.70		
80025577	WILD WALLS CLIMBING GYM & SH			49.00
80025578	XO COMMUNICATIONS INC			305.14
80025579	BURTT, MELISSA A			64.10
80025580	HARRY G LOCHRIDGE	360.56		
80025581	WILLIAM R PEACOCK	73.00		
80025582	ALSCO DIVISION OF ALSCO INC	1,913.53		
80025583	BRIDGESTONE AMERICAS INC	5,050.64		
80025584	LITHIA MOTORS PAYMENT	1,881.60		
80025585	CATHOLIC CHARITIES	78,845.91		
80025586	COPIERS NORTHWEST INC	14,386.86		
80025587	COWLES PUBLISHING COMPANY	84.00		
80025588	DEVRIES INFORMATION MANAGEME	114.62		
80025589	FIREPOWER INC	9,650.60		
80025590	FREEDOM TRUCK CENTERS INC	2,951.41		
80025591	FULCRUM INSTITUTE DISPUTE	256.73		
80025592	GALLS LLC	4,147.03		
80025593	GROUP HEALTH COOPERATIVE	234,579.39		
80025594	CATHOLIC CHARITIES dba	12,573.18		
80025595	HALME CONSTRUCTION INC	528.20		
80025596	HISTORICAL RESEARCH ASSOCIAT	210.90		
80025597	KENWORTH SALES COMPANY	1,572.83		
80025598	MARK ANDY INC	304.72		
80025599	MDM CONSTRUCTION INC	7,311.27		
80025600	MODERN MACHINERY CO INC	29,188.52		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80025601	NE COMMUNITY CENTER ASSN	11,479.87		
80025602	NORTHEAST YOUTH CENTER	3,547.27		
80025603	PACWEST MACHINERY LLC	1,828.09		
80025604	TED PULVER	495.00		
80025605	SPOKANE NEIGHBORHOOD ACTION	17,820.60		
80025606	SNAP FINANCIAL ACCESS	10,142.54		
80025607	SPOKANE PUBLIC SCHOOLS	9,604.34		
80025608	SPOKANE TRANSIT AUTHORITY	4,850.61		
80025609	TAX RECOVERY SERVICES LLC	37,500.00		
80025610	TERRY'S TRUCK CENTER INC	2,484.02		
80025611	TITAN TRUCK EQUIPMENT	163.05		
80025612	TOBY'S BODY & FENDER INC	14,975.77		
80025613	TRANSITIONS DBA TRANSITIONAL	4,001.83		
80025614	UNIVERSAL PROTECTION SERVICE	343.44		
80025615	US BANK	275,181.22		
80025616	WASHINGTON DENTAL SERVICE OR	38,246.56		
80025617	WILLIS OF SEATTLE INC OR	60,000.00		
80025618	WINGFOOT COMMERCIAL TIRE	310.75		
80025619	XO COMMUNICATIONS INC	7,124.71		
80025620	YWCA	9,092.59		
		3,879,235.78	38,122.84	135,964.51
	CITYWIDE TOTAL:			4,053,323.13

Agenda Sheet for City Council Meeting of: 05/02/2016		**Date Rec'd**	4/27/2016
		Clerk's File #	CPR 2016-0003
		Renews #	
Submitting Dept	ACCOUNTING	**Cross Ref #**	
Contact Name/Phone	KIM BUSTOS 6034	**Project #**	
Contact E-Mail	KBUSTOS@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Claim Item	**Requisition #**	
Agenda Item Name	5600-PAYROLL-ACCOUNTING		

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: April 23, 2016. Payroll check #537539 through check #537739 $6,257,562.92

Summary (Background)

N/A

Fiscal Impact		**Budget Account**
Expense	**$** 6,257,562.92	**#** N/A
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	BUSTOS, KIM	**Study Session**	
Division Director	DUNIVANT, TIMOTHY	**Other**	
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	PICCOLO, MIKE		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

PAYROLL RECAP BY FUND
PAY PERIOD ENDING April 23, 2016

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	5,571.41
0070	ADMINISTRATIVE SERVICES	0.00
0140	ARTS	0.00
0230	CIVIL SERVICE	23,854.31
0260	CITY CLERK	13,987.51
0300	HUMAN SERVICES	0.00
0320	COUNCIL	26,034.32
0330	PUBLIC AFFAIRS / COMMUNICATIONS	21,690.80
0350	COMMUNITY CENTERS	0.00
0370	ENGINEERING SERVICES	152,467.00
0380	ENTERTAINMENT FACILITIES	0.00
0410	FINANCE	31,733.61
0430	GRANTS MNGMT & FINANCIAL ASSIST	3,968.00
0440	FIRE	0.00
0450	CD/HS DIVISION	6,989.60
0460	MY SPOKANE	12,220.02
0470	HISTORIC PRESERVATION	4,310.40
0500	LEGAL	115,151.15
0520	MAYOR	25,845.60
0550	NEIGHBORHOOD SERVICES	8,425.60
05601	MUNICIPAL COURT	86,089.84
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	6,140.80
0580	OFFICE OF YOUTH	0.00
0620	HUMAN RESOURCES	26,432.01
0650	PLANNING SERVICES	38,803.24
0680	POLICE	1,540,733.57
0690	PROBATION SERVICES	28,115.20
0700	PUBLIC DEFENDERS	74,889.63
0750	ECONOMIC DEVELOPMENT	11,056.80
0770	REAL ESTATE & FACILITIES	0.00
0780	BUSINESS & DEVELOPMENT SERVICES	0.00
0860	TREASURER	0.00
0890	WEIGHTS & MEASURES	0.00

FUND	FUND NAME	TOTAL
	TOTAL GENERAL FUND	2,264,510.42
1100	STREET	229,569.71
1200	CODE ENFORCEMENT	34,574.18
1300	LIBRARY	176,140.98
1390	URBAN FORESTRY FUND	0.00
1400	PARKS AND RECREATION	280,143.52
1460	PARKING METER	27,997.11
1510	LAW ENFORCEMENT INFO SYSTEM FUND	19,304.50
1530	LAW ENFORCEMENT BLOCK GRANT FUND	0.00
1540	HUMAN SERVICES GRANTS	0.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	21,142.53
1630	COMBINED COMMUNICATIONS CENTER	76,480.71
1650	COMMUNITY & ECONOMIC DEVELOPMENT	0.00
1680	CD/HS	31,786.09
1820	WIA DISLOCATED WORKERS FUND	0.00
1830	WIA GOVERNORS GRANT FUND	0.00
1840	WIA ADMINISTRATIVE COST POOL	0.00
1970	EMS FUND	1,173,909.12
4100	WATER	356,294.81
4250	INTEGRATED CAPITAL FUND	36,552.98
4300	SEWER	430,552.39
4480	REFUSE	249,510.34
4490	SOLID WASTE	208,205.45
4600	GOLF	47,491.40
4700	GENERAL SERVICES FUND	123,448.41
5100	FLEET SERVICE	83,426.88
5200	PUBLIC WORKS & UTILITY FUND	51,050.84
5300	MIS	141,730.41
5400	REPROGRAPHICS	7,712.80
5600	ACCOUNTING SERVICES	96,269.56
5800	RISK MANAGEMENT	0.00
5810	WORKER'S COMPENSATION	13,304.00
5830	SELF-FUNDED MEDICAL/DENTAL	7,938.40
5900	ASSET MANAGEMENT	27,318.44
6060	CITY RETIREMENT	9,739.45
6750	REGIONAL PLAN	31,457.49
6780	EMS PROGRAM DIRECTOR	0.00
	TOTAL	6,257,562.92

MINUTES OF SPOKANE CITY COUNCIL

Monday, April 18, 2016

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 Beggs, Fagan, Kinnear, Mumm, and Stratton were present. Council Member Waldref arrived at 3:31 p.m.

City Administrator Theresa Sanders, City Council's Policy Advisor Brian McClatchey, and City Clerk Terri Pfister were also present on the dais.

Advance Agenda Review
The City Council received an overview from staff on the April 25, 2016, Advance Agenda items.

Action to Approve April 25, 2016, Advance Agenda
Following staff reports and Council inquiry and discussion regarding the April 25, 2016, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

> **Motion** by Council Member Mumm, seconded by Council Member Waldref, **to approve** the Advance Agenda for Monday, April 25, 2016; **carried unanimously.**

ADMINISTRATIVE SESSION

Current Agenda Review
The City Council reviewed changes to the April 18, 2016, Current Agenda items.

Consultant Agreement Amendment/Extension with Seabold Group Inc. (OPR 2016-0025)
Motion by Council Member Fagan, seconded by Council Member Beggs, **to suspend** the City Council Rules of Procedure; **carried unanimously.**

Motion by Council Member Beggs, seconded by Council Member Fagan, **to add** OPR 2016-0025—Consultant Agreement Amendment/Extension with Seabold Group Inc.—to tonight's (April 18, 6:00 p.m. Legislative) Agenda; **carried unanimously.**

Resolution 2016-0041—Central City Line

(Note: See above action for City Council suspension of the Rules.)

Motion by Council Member Mumm, seconded by Council Member Waldref, **to add** Resolution 2016-0041—Joint Spokane City Council and Spokane Transit Authority Board of Directors resolution defining a preferred alignment through the Downtown Spokane Core and the Browne's Addition Neighborhood and establishing the locally preferred alternative in its entirety, and clarifying the vehicle mode type for the Central City Line; and other matters related thereto—to the (April 18, 6:00 p.m. Legislative) Agenda; **carried 6-1 (Council Member Fagan voting "no").**

First Reading Ordinance C35380

Motion by Council Member Waldref, seconded by Council Member Mumm, **to defer** First Reading Ordinance C35380—relating to initiatives and referendums—to May 2, 2016; **carried unanimously.**

CONSENT AGENDA

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

Administrative Reserve Increase on the Contract with T. LaRiviere, (Athol, ID) for 1st Avenue from Helena Street to Altamont Street—$1,260.42 for a total administrative reserve of $198,431.10 or 38% of the contract price. (PRO 2015-0021) (ENG 2014118)

Low Bid of Red Diamond Const. (Spokane, WA) for Wellesley Roundabout - Relocation of Utilities—$540,773.80 (plus tax). An administrative reserve of $54,077.38 (plus tax), which is 10% of the contract price, will be set aside. (PRO 2016-0016) (ENG 2015167)

Contract with Infor Public Sector Inc. (Alpharetta, GA) to license, use and provide annual CAD maintenance for the proprietary EnRoute Emergency Systems software from May 1, 2016 to April 30, 2017—$69,111.43. (OPR 2014-0212)

Accept Continuum of Care Program Award from Housing and Urban Development and authorize CHHS to enter into multiple contracts with the awarded projects—$3,086,783. (OPR 2016-0327)

Second Amendment to Site Lease Acknowledgement for telecommunications with T-Mobile West Tower, LLC c/o Crown Castle USA, Inc.—$110,581 Revenue. (OPR 2004-0298)

Agreement with Spokane County to pay for partial salary, supplies, and regional projects as agreed upon from October 1, 2014 to September 30, 2018. The City shall be the fiscal agent to the County—$66,156.00. (OPR 2016-0328)

Value Blanket Orders with Plese Printing and Abadan Reprographics for Quick Copy Services from April 1, 2016 to March 31, 2019—annual amount not to exceed $125,000 (incl. tax). (OPR 2016-0329 / OPR 2016-0337 / RFP 4154-15)

Value Blanket Orders with Allied Envelope Co., Copy Rite, and Garland for print services from April 1, 2016 to March 31, 2109—not to exceed $225,000 (incl. tax).(OPR 2016-0334 / OPR 2016-0335 / OPR 2016-0336 / RFP 4182-15):

Increase annual estimated expenditure for the purchase of Cisco hardware and software from Cerium Networks (Spokane, WA) utilizing WA state Contract #01114/AR233 from January 1, 2016 to December 31, 2016, from $150,000 to $350,000 (plus tax & shipping). (OPR 2016-0007)

Report of the Mayor of pending

a. Claims and payments of previously approved obligations, including those of Parks and Library, through April 8, 2016, total $5,238,697.82 (Check Nos. 523661-523876; ACH Payment Nos. 24930-25174), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $4,961,499.86. (CPR 2016-0002)

b. Payroll claims of previously approved obligations through April 9, 2016: $6,305,842.36 (Payroll Check Nos. 537224-537407). (CPR 2016-0003)

City Council Meeting Minutes: March 31, 2016. (CPR 2016-0013)

Council Recess/Executive Session
The City Council adjourned at 3:51 p.m. No Executive Session was held. The City Council reconvened at 6:00 p.m. for the Regular Legislative Session.

LEGISLATIVE SESSION

Pledge of Allegiance

Roll Call
Council President Stuckart and Council Members Beggs, Fagan, Kinnear, Mumm, Stratton, and Waldref were present.

City Council's Policy Advisor Brian McClatchey and City Clerk Terri Pfister were also present.

PROCLAMATIONS
April 28, 2016 *Workers Memorial Day*

Council President Stuckart read the proclamation which is in remembrance of the formation of the Occupational Safety and Health Administration in 1989 and is recognized as a day of remembrance by workers around the world. The proclamation is in recognition of workers killed, injured and disabled on the job and encourage all local agencies, businesses, and organizations to help ensure that all workers are competent, and that their health and safety is a priority. Tina Morrison from the Labor Council accepted the proclamation.

CITY COUNCIL REPORTS

Planning and Economic Development

Council Member Mumm reported on the Planning and Economic Development Committee meeting held earlier today (April 18, 2016). Minutes of the Planning and Economic Development Committee meeting are filed with the City Clerk's Office and are available for review following approval by the Planning and Economic Development Committee.

There were no **Administrative Reports.**

APPOINTMENTS

Community, Housing and Human Services Board and Plan Commission

Upon Unanimous Voice Vote (in the affirmative), the City Council **approved** (and thereby confirmed) the following appointments to the Community, Housing and Human Services Board and Plan Commission:

Community, Housing and Human Services Board (CPR 2012-0033)

- Appointment of Shannon Dunkin for a three-year term, from April 18, 2016 to April 18, 2019.
- Appointment of Anne Stuyvesant-Wigham for a three-year term, from April 18, 2016 to April 18, 2019.
- Appointment of Rebecca Sero for a three-year term, from April 18, 2016 to April 18, 2019.
- Appointment of Adriane Leithauser for a three-year term, from April 18, 2016 to April 18, 2019.

Plan Commission (CPR 1981-0295)

- Appointment of Todd Beyreuther to a four-year term expiring on December 31, 2019.
- Appointment of Michael Baker to fill a vacated seat, with term to expire on December 31, 2016.

- Appointment of Christy Jeffers to fill a vacated term expiring on December 31, 2017.
- Appointment of Chris Batten to a four-year term expiring on December 31, 2019.

OPEN FORUM

Alan McDowell commented on law enforcement in Spokane County, drugging an individual in disagreement against will, and provided other comments.

William Roswell commented on about the City Council pay increase and the condition of the streets.

Gabriel Elliott commented on an India sheik guru that is in our State for the Earth weekend. He noted everyone is invited and suggested going to www.sos.org to join in with Maharaja and learn more about world peace and unity.

LEGISLATIVE AGENDA

There were no **Emergency Budget Ordinances.**

There were no **Emergency Ordinances.**

RESOLUTIONS

Resolution 2016-0036 and Resolution 2016-0037

Andrew Worlock of Planning and Development provided an overview of Resolution 2016-0036 and Resolution 2016-0037 and responded to Council inquiries. Subsequently, public testimony was received and Council commentary held, after which the following actions were taken:

> **Upon Unanimous Roll Call Vote,** the City Council **adopted Resolution 2016-0036** regarding the Projects of Citywide Significance Incentive Policy.
>
> **Upon Unanimous Roll Call Vote,** the City Council **adopted Resolution 2016-0037** regarding the Public Development Authority Asset Transfer Policy.

Resolution 2016-0041

Subsequent to an overview of Resolution 2016-0041 by Karl Otterstrom, STA Director of Planning; Council inquiry and discussion, with response by Mr. Otterstrom; public testimony; and additional Council commentary, the following action was taken:

Upon 6-1 Roll Call Vote (Council Member Fagan voting "no"), the City Council **adopted Resolution 2016-0041**—Joint Spokane City Council and Spokane Transit Authority Board of Directors resolution defining a preferred alignment through the Downtown Spokane Core and the Browne's Addition Neighborhood and establishing the locally preferred alternative in its entirety, and clarifying the vehicle mode type for the Central City Line; and other matters related thereto.

FINAL READING ORDINANCE

For Council action on Final Reading Ordinance C35377, see section of minutes under "Hearings."

FIRST READING ORDINANCES

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

ORD C35381 Relating to the Municipal Court; amending section 5A.05.020 of the Spokane Municipal Code.

ORD C35382 Relating to the Probation Department of the Municipal Court; amending section 3.01A.710 of the Spokane Municipal Code.

SPECIAL CONSIDERATIONS

Consultant Agreement Amendment/Extension with Seabold Group, Inc. (OPR 2016-0025):

The City Council considered the Consultant Agreement Amendment/Extension with Seabold Group Inc. and the following action was taken subsequent to an opportunity for public testimony, with none provided, and Council commentary:

Upon Unanimous Roll Call Vote (in the affirmative), the City Council **approved** the Consultant Agreement Amendment/Extension with Seabold Group Inc. for investigation services—increase of $25,000.

HEARINGS

Final Reading Ordinance C35377 (deferred from March 28, 2016, agenda)

Boris Borisov of Planning and Development provided an overview of Final Reading Ordinance C35377 establishing and codifying East Sprague Parking and Business Improvement Areas; and adopting a new chapter 4.31C to Title 4 of the Spokane Municipal Code, and he responded to Council inquiries. Subsequently, public testimony was taken and Council commentary held, after which the following action was taken:

> **Upon unanimous Voice Vote,** the City Council **passed** Final Reading Ordinance C35377 establishing and codifying East Sprague Parking and Business Improvement Areas; and adopting a new chapter 4.31C to Title 4 of the Spokane Municipal Code.

SECOND OPEN FORUM

Cherrie Barnett commented there are good things to be had from hearing the people who are opposing you. She commented on taxes and insurance going up and stated she would like to see the things that are for cars to be used to repair the streets. She commented that when you have committees that there should not just be a diversity of race and diversity of looks, but let there be a diversity of ideas.

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 7:27 p.m.

Minutes prepared and submitted for publication in the May 4, 2016, issue of the *Official Gazette*.

_____
Terri L. Pfister, MMC
Spokane City Clerk

Approved by Spokane City Council on _____, 2016.

_____
Ben Stuckart
City Council President

STUDY SESSION MEETING MINUTES
SPOKANE CITY COUNCIL
Thursday, April 21, 2016

A Special Meeting of the Spokane City Council was held on the above date at 3:33 p.m. in the City Council Briefing Center, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council Members Beggs, Fagan and Kinnear were present. Council Member Stratton arrived at 3:37 p.m., Council President Pro-Tem Waldref arrived at 4:11 p.m. and Council Member Mumm arrived at 4:12 p.m. Council President Stuckart was absent.

The following topics were discussed:

- Joint Meeting with the Plan Commission
- 2016 Budget Priorities

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 5:05 p.m.

Minutes prepared and submitted for publication in the May 4, 2016, issue of the Official Gazette:

_____
Terri L. Pfister, MMC
Spokane City Clerk

Approved by City Council on _____, 2016.

_____
Ben Stuckart
City Council President

Agenda Sheet for City Council Meeting of: 05/02/2016		**Date Rec'd**	4/27/2016
		Clerk's File #	CPR 2016-0031
		Renews #	
Submitting Dept	CITY CLERK	**Cross Ref #**	
Contact Name/Phone	TERRI PFISTER 625-6354	**Project #**	
Contact E-Mail	TPFISTER@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Report Item	**Requisition #**	
Agenda Item Name	0260 - REFERENDUM 2016-1 PETITION SIGNATURES		

Agenda Wording

City Clerk Report regarding Referendum No. 2016-1 petitions filed on behalf of Kelly Lotze and Scott Kusel regarding the Decision Establishing the Salaries of City Council President and City Council Members.

Summary (Background)

On April 25, 2016, the proponents (Mr. Lotze and Mr. Kusel) of Referendum No. 2016-1 filed with the City Clerk's Office 149 pages of petitions bearing 3,823 signatures. This constitutes 7.393 percent of the votes cast at the last general municipal election (held November 3, 2015). Pursuant to Charter Section 83 and Section 2.02.150.A, the referendum required at least equal to ten per centum of the total number of votes cast at the last preceding general municipal election, or 5,171 signatures.

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

Approvals		**Council Notifications**	
Dept Head	PFISTER, TERRI	**Study Session**	
Division Director		**Other**	
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	PICCOLO, MIKE		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

WARNING

Under Washington State law, every person who signs an initiative or referendum petition with other than his or her true name, knowingly signs more than once, or signs when he or she is not a legal voter or who makes any false statement on such petition may be punished by fine or imprisonment or both.

REFERENDUM PETITION TO THE SPOKANE CITY COUNCIL
REFERENDUM NO. 2016- 01

We, the undersigned citizens and legal voters of the City of Spokane, Washington, respectfully direct that the Decision Establishing the Salaries of City Council President and City Council Members, identified by City Clerk File No. CPR No. 2016-0031, by the City of Spokane Salary Review Commission on March 24, 2016, and entitled Decision Establishing the Salaries of City Council President and City Council Members, a concise summary of which is printed herein, be repealed, or be submitted to the electors of the City of Spokane for their approval or rejection at the next general or municipal election. I understand that should this petition be sufficiently and timely filed, the Salary Review Commission decision will be suspended from taking effect until approved by the voters.

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of the City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once.

PETITIONER'S SIGNATURE (as on voter registration)	PRINTED NAME	RESIDENCE ADDRESS (Street Address)	DAYTIME PHONE (optional)	CHECK IF REGISTERED ADDRESS IS DIFFERENT
	ANNA EVERANO	7075 Cataldo Ave	—	
	Leonard Walters	2609 W Fairview		
Marion Anderson	Marion Anderson	1911 N. Nelson St	—	
Ron Anderson	RON ANDERSON	1911 N. Nelson St.		
	Joshua COX	2140 E North Crescent Ave #2407	—	
	micheal Hayes	2230 N.E. Crescent Ave #3007	—	
	LORI M SMITH	2230 E N. Crescent Ave #3007	—	
	Johanna Mendel	2134 E. North Crescent	—	
	Janelle Leighton	2240 E North Crescent	—	
	Melissa Barnett	2230 E N Crescent Ave 3010		

RECEIVED
APR 25 2016
CITY CLERK'S OFFICE

Sponsors: Kelly Lotze 509-954-0104 & Scott Kusel - PO Box 4204 Spokane, WA 99220

CPR 2007-0040

SALARY REVIEW COMMISSION

Decision Establishing the Salaries of City Council President and City Council Members

Commissioners

The Salary Review Commission (SRC) is comprised of five Spokane citizens who are appointed in staggered terms by the Mayor and City Council. The SRC consists of two at-large members and three Council District members who each serve four-year terms with a two-term limit.

Commission	Current Commissioner	Term Start	Term End
District 1	Christy Jeffers	01/01/2016	12/31/2019
District 2	Mark Bryant, 2016 Vice-Chair	01/01/2016	12/31/2019
District 3	Jeff Rugan	01/01/2016	12/31/2019
At-large	Alexander Scott	01/01/2014	12/31/2017
At-large	Robert Beaumier, 2016 Chair	01/01/2014	12/31/2017

Commission Charge

The Spokane City Council established the SRC for the purpose of determining the salaries of the Council President and Council Members. The City's Charter and Municipal Code have since been updated with the amended ordinance C-35292, which now also brings the Mayor's salary review under the purview of the SRC.

It is the goal of the SRC to base salaries of the elected officials on realistic standards so that the elected officials may be paid according to the duties of their offices, and so that citizens of the highest quality may be attracted to public service (SMC 2.05.040).

The SRC is required to meet to review the salaries of the elected Council Members during even numbered years, to conduct at least one public hearing regarding the establishment of salaries and to file its decision regarding an increase or decrease in the salary schedule with the City Clerk by May 31 of that year.

The SRC initiated its biennial review of the elected Council Members' salaries in January of 2016 and met weekly through the subsequent three months. The SRC reviewed the existing salaries applicable to the City of Spokane Council Members, as well as salaries of other elected Council Members of municipalities throughout the State of Washington. Primary documentation used was provided in the Washington City and County Employee 2015 Salary and Benefit Survey prepared by the Association of Washington Cities. Additional information such as Per Capital Personal Income, Median Household Income and Cost of Living data was also taken into account. The SRC interviewed five of the sitting six City of Spokane Council members, including the Council President.

RECEIVED
03-24-16
CITY CLERK'S OFFICE
SPOKANE, WA

SALARY REVIEW COMMISSION

Decision Establishing the Salaries of City Council President and City Council Members

The SRC considered the current condition of the regional economy, inclusive of Cost of Living Adjustment data. All data documents, and other related Commission documents, are available via an open records request in the City Clerk's Office.

Additionally, the SRC conducted a public hearing on February 25, 2016 to receive public comment on the salary schedule for the Spokane City Council Members.

Data Collection Methodology and Analysis

The SRC requested, received and reviewed a large volume of information associated with the City Council positions in Spokane. As with the City of Spokane labor contracts, "like-cities" were identified in pursuit of a stronger data correlation. Cities selected included those with a Strong Mayor (Mayor-Council) form of government, versus a Council-Manager form of government. City populations were also considered, as was geographic location. Examples of the data reviewed include, but are not limited to, the following:

- Mayor-Council Salary (2015)
- Council Comparative Analysis
- Spokane Per Capita Income
- Spokane Index Analysis
- City Council Legislative Aide Salary History
- Equalized Data & Charts
- Total Compensation Package, including salaries and other benefits

Commission Recommendation

Based on the information reviewed and the data analyzed, it is the majority vote decision of the Salary Review Commission that the established annual salary schedules for the Council Members and Council President be adjusted as follows, effective January 1, 2017:

- Council Members' salaries shall be $45,100.00
- Council President's salary shall be $58,630.00, or 30% above the Council Members salary

Robert Beaumier, Chairperson — Date: 3/23/2016

Mark Bryant, Vice-Chairperson — Date: 3/22/16

Christy Jeffers, Commissioner — Date: 3/21/2016

Jeff Rugan, Commissioner — Date: 3/22/16

Alexander Scott, Commissioner — Date: 3/21/2016

Agenda Sheet for City Council Meeting of: 05/02/2016		**Date Rec'd**	4/20/2016
		Clerk's File #	RES 2016-0042
		Renews #	
Submitting Dept	CITY COUNCIL	**Cross Ref #**	
Contact Name/Phone	LORI KINNEAR 6261	**Project #**	
Contact E-Mail	LKINNEAR@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Resolutions	**Requisition #**	
Agenda Item Name	A RESOLUTION RELATING TO THE CITY'S 2017 LEGISLATIVE AGENDA		

Agenda Wording

A resolution concerning the city's 2017 state legislative agenda.

Summary (Background)

This resolution amends the city's 2017 state legislative agenda to include advocacy for the efforts to supervise property crime offenders, the prioritization of property crime reporting by police, and for legislation that mirrors the best practices of those states with the lowest property crime rates.

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

Approvals		**Council Notifications**	
Dept Head	STUCKART, BEN	**Study Session**	4/21/2016
Division Director		**Other**	
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	DALTON, PAT		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

Resolution No. 2016-0042

A Resolution concerning the City's 2017 state legislative agenda.

WHEREAS, Washington is the only state in the nation that does not provide supervision for those convicted of property crimes; and

WHEREAS, according to the FBI's 2014 report, Washington state has an estimated 1 officer for every 682 citizens, and the next highest ratio is the state of Oregon with 1 officer for every 606 citizens; and

WHEREAS, Washington has the highest property crime rate in the nation, last cited by the FBI at 3,706 crimes per 100,000 people in 2014; and

WHEREAS, those property crime offenders who don't qualify for state supervision are the most likely to reoffend; and

WHEREAS, the clearance rate (the rate at which someone is arrested, charged, and turned over to the court for prosecution) for property crime in Spokane, as determined by the FBI, is only 13.5%; and

WHEREAS, according to the Spokane Regional Law and Justice Commission, the average length of detention in the Spokane County Jail, for offenders of all races, is 16 days; and

WHEREAS, due to previous lack of responsiveness and limited holding time, citizens may be apprehensive to report crimes, which may lead to an undercount of the actual amount of property crime in Spokane; and

WHEREAS, while the incidents of property crimes shows a diminishing trend, there were nearly 15,000 reported instances in Spokane in 2015; and

WHEREAS, both chambers of the Washington legislature proposed legislation which would have sought measures to mitigate property crimes in Washington and none of that legislation was passed in the most recent legislative session.

NOW THEREFORE, BE IT RESOLVED, by the Spokane City Council that the City's 2017 legislative agenda should include advocacy for (1) efforts to supervise property crime offenders; (2) prioritization of property crime reporting by police departments; (3) legislation which mirrors the best practices of those states with the lowest property crime rates.

Passed by the City Council this ____ day of April, 2016.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council Meeting of: 05/02/2016		**Date Rec'd**	4/20/2016
		Clerk's File #	RES 2016-0043
		Renews #	
Submitting Dept	CITY COUNCIL	**Cross Ref #**	
Contact Name/Phone	LORI KINNEAR 6261	**Project #**	
Contact E-Mail	LKINNEAR@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Resolutions	**Requisition #**	
Agenda Item Name	AMENDING THE CITY'S FEDERAL LEGISLATIVE AGENDA		

Agenda Wording

A resolution amending the City's 2016 federal legislative agenda.

Summary (Background)

This resolution would amend the City's federal legislative agenda to focus on the expansion of the federal Low-Income Housing Tax credit for the construction of affordable housing and the exploration of other viable solutions to increase affordable housing options for citizens of Spokane.

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

Approvals		**Council Notifications**	
Dept Head	STUCKART, BEN	**Study Session**	4/14/16
Division Director		**Other**	
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	WHALEY, HUNT		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

RESOLUTION NO. 2016-0043

A resolution amending the City's 2016 federal legislative agenda.

WHEREAS, the City's Comprehensive Plan outlines the goal of "providing sufficient housing for the current and future population that is appropriate, safe, and affordable for all income levels"; and

WHEREAS, more than 390,000 households in Washington state pay more than half their income in rent; and

WHEREAS, nearly one third of housing stock is not considered affordable for those earning the Median Family Income ("MFI") in Spokane County; and

WHEREAS, renters in Spokane County must spend from 50% to 66% of MFI in order to afford rental housing; and

WHEREAS, 13.3% of Spokane County's combined renter and homeowner households are cost-burdened, with those earning 0-30% of MFI being severely cost-burdened; and

WHEREAS, the city of Spokane, who's population accounts for 43.8% of Spokane County's population, has the largest concentration of subsidized housing units; and

WHEREAS, the subsidies for large numbers of those subsidized housing units are set to expire by 2017; and

WHEREAS, available affordable housing in Spokane County for families earning 0-30% and 0-50% of MFI is estimated to increase by only 8 units for every 100 households by 2019; and

WHEREAS, affordable and available housing units per 100 households for those earning 0-30% of MFI is estimated to increase by only 1 unit per 100 households by 2019 in Spokane County; and

WHEREAS, there is currently a bi-partisan effort at the federal level, led by Senator Maria Cantwell and Senator Pat Roberts, for the expansion of tax credits for builders and developers of affordable housing; and

WHEREAS, Spokane's aspiration to become the city of choice in the northwest cannot become reality unless it places a high priority on the well-being of its citizens by meeting their housing needs.

NOW THEREFORE, BE IT RESOLVED BY THE SPOKANE CITY COUNCIL that the City Council amends its 2016 federal legislative agenda, adopted by Resolution 2016-0013 (Feb. 8, 2016), by adding the following two items to the legislative agenda attached to this Resolution, and adopting the same as the position of the City of Spokane:

1. The expansion of the federal Low-Income Housing Tax credit for the construction of affordable housing.

2. Exploration of other viable solutions to increase affordable housing options for citizens of Spokane.

Passed by the City Council this ____ day of April, 2016.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE
OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD
SPOKANE, WASHINGTON 99201-3342
509.625.6350

April 28, 2015

City Clerk File No.:
ORD C35253

COUNCIL ACTION MEMORANDUM

RE: HEARING ON VACATION OF A PORTION OF EXISTING RIGHT-OF-WAY BORDERED BY ERIE STREET, FRONT AVENUE AND VACATED IVORY STREET AS REQUESTED BY CITY OF SPOKANE

During its 6:00 p.m. Legislative Session held Monday, April 27, 2015, the Spokane City Council held a hearing on the above-described vacation. Subsequent to an opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

> **Upon Unanimous Roll Call Vote,** the City Council **approved, subject to conditions,** (in the Planning & Development Street Vacation Report) the vacation of a portion of existing right-of-way bordered by Erie Street, Front Avenue and vacated Ivory Street.

In conjunction with the hearing, related Ordinance C35253 was read for the first time, with further action deferred.

Terri L. Pfister, MMC
Spokane City Clerk

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: May 1, 2015

Clerk's File No.
ORD C35253

TO: Linda Hattenburg
Engineering Services

FROM: Terri Pfister, City Clerk

RE: Vacation of Front Avenue, Erie Street, and an adjacent alley.

Attached is a copy of Ordinance C35253 for the vacation of:

Front Avenue, Erie Street, and an adjacent alley.

This ordinance was read for the first time on April 27, 2015, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.

Terri Pfister
City Clerk

5/1/15
Date

Precedent conditions have been met and Ordinance C35253 is hereby returned for Final Reading.

Eldon Bauman
Principal Engineer – Developer Services

Dated: 4/20/16

Agenda Sheet for City Council Meeting of: 04/27/2015		**Date Rec'd**	4/13/2015
		Clerk's File #	ORD C35253
		Renews #	
Submitting Dept	PLANNING & DEVELOPMENT	**Cross Ref #**	RES 2015-0026
Contact Name/Phone	ELDON BROWN 625-6305	**Project #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Hearings	**Requisition #**	
Agenda Item Name	0650 - STREET VACATION - FRONT AVENUE/ERIE STREET		

Agenda Wording

Vacation of a portion of existing right-of-way bordered by Erie Street, Front Avenue and vacated Ivory Street as requested by City of Spokane.

Summary (Background)

At its legislative session held March 30, 2015 the City Council set a hearing on the above vacation for April 27, 2015. Since that time, staff has solicited responses from all concerned parties.

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

Approvals		**Council Notifications**	
Dept Head	MEULER, LOUIS	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PCED 3/16/15
Finance	SALSTROM, JOHN	**Distribution List**	
Legal	RICHMAN, JAMES	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	ebrown@spokanecity.org	
Additional Approvals		edjohnson@spokanecity.org	
Purchasing		sbishop@spokanecity.org	

FIRST READING OF THE ABOVE ORDINANCE WAS HELD ON

4/27/2015

AND FURTHER ACTION WAS DEFERRED

CITY CLERK

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

ORDINANCE NO. C35253

An ordinance vacating portions of Front Avenue, Erie Street, and an adjacent alley.

WHEREAS City Council hereby initiates procedures to vacate a portion of land, more particularly described below, pursuant to RCW 35.79.010,

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

The City of Spokane does ordain:

Section 1. That the land described in the following legal description is hereby vacated. Parcel number not assigned.

Those portions of Lots 1, 2, 3, 12, 13, and 14 and a portion of the alley in Block 24 of Dennis and Bradley's Addition, together with a portion of Erie Street, according to the plat recorded in volume "A" of Plats, pages 160 and 161, in the Southeast quarter of Section 17, T25N, R43E, W.M., in the City of Spokane, Spokane County, Washington, described as follows:

Beginning at the southwest corner of said Block 24; thence along the boundary of said Block 24, as shown on the Record of Survey filed in Book 155 of surveys, at pages 75 through 91, the following two (2) courses:
1) North 02°10'35" West 80.03 feet;
2) North 35°55'59" East 29.22 feet to a point on the southeasterly right-of-way line of Front Avenue; thence along said southeasterly right-of-way line as shown on said record of survey, North 53°47'58" East 86.18 feet to the **True point of beginning**, a point on a 809.50 foot radius nontangent curve, concave southeasterly, the center of circle of which bears south 74°37'27" East; thence northeasterly along the arc of said curve through a central angle of 1°47'51", 25.40 feet to the point of compound curve of a 459.50 foot radius curve, concave southeasterly, the center of circle of which bears south 72°49'35" east, thence northeasterly along said curve, through a central angle of 19°30'31", 156.45 feet; thence along a nontangent line, south 40°25'42" east, 86.08 feet to a point on said southeasterly right-of-way line of Front Avenue; thence along said southeasterly right-of-

way line of Front Avenue, south 53°47'58" west 165.37 feet to the **True point of beginning;**

Together with that portion of the alley in Block 24 of Dennis and Bradley's Addition lying north of the following line. Said line being 125 feet south of the centerline of the Chicago, Milwaukee, St. Paul, Pacific, Railroad as described on the Quit Claim Deed recorded August 14, 1951, as Auditor's File No. 48377B (Vol 615, PG 100&101);

Except that portion of Lot 1, Block 24 lying southwesterly of said line described as follows. Beginning at the southwest corner of said Block 24; thence along the boundary of said Block 24, as shown on the Record of Survey filed in Book 155 of surveys, at pages 75 through 91, the following two (2) courses:
1) North 02°10'35" West 80.03 feet;
2) North 35°55'59" East 29.22 feet to a point on the southeasterly right-of-way line of Front Avenue; thence along said southeasterly right-of-way line as shown on said record of survey, North 53°47'58" East 86.18 feet to the **True point of beginning**, a point on a 809.50 foot radius nontangent curve, concave southeasterly, the center of circle of which bears south 74°37'27" East; thence northeasterly along the arc of said curve through a central angle of 1°47'51", 25.40 feet to the point of compound curve of a 459.50 foot radius curve, concave southeasterly, the center of circle of which bears south 72°49'35" east, thence northeasterly along said curve, through a central angle of 19°30'31", 156.45 feet; thence along a nontangent line, south 40°25'42" east, 86.08 feet to a point on said southeasterly right-of-way line of Front Avenue and the terminus of said line.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, CenturyLink, Comcast and the City of Spokane to protect existing and future utilities.

Section 3. This Ordinance shall not become effective until 30 days after the City has received a fully executed release by Burlington Northern Railroad of all interest in and to the area vacated herein.

Passed the City Council _____

_____
Council President

Attest: _____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

_____ Date: _____
Mayor

Effective Date:_____

CITY OF SPOKANE
PLANNING & DEVELOPMENT
808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
March 18, 2015

LOCATION: A portion of Front Ave

PROPONENT: City of Spokane

PURPOSE: Vacating right-of-way in order to exchange property for the new Martin Luther King Jr. Way Project.

HEARING: April 27, 2015

REPORTS:

AVISTA UTILITIES – It appears that we have both electric and gas in the proposed vacation area. Please reserve a general utility easement for Avista in the ordinance. If it turns out later we need to move and or release, we can do what we did under the new hotel downtown.

COMCAST – Comcast has reviewed the vacation request. Enclosed is a map showing our plant. I know that MLK is going through this way and all Utilities are being moved. If an easement is granted, then we have no problem with the vacation.

CENTURYLINK – No comments.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No comments.

FIRE DEPARTMENT – No objection.

NEIGHBORHOOD SERVICES - No comments.

PARKS DEPARTMENT - No comments.

PLANNING & DEVELOPMENT – DEVELOPER SERVICES – 8" & 10" CI water mains in the vacation area. At a minimum a 10' or 20' no build easement will be required centered on the pipes or remove and replace mains.

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No objection.

PLANNING & DEVELOPMENT – PLANNING – Maintain frontage on all parcels.

POLICE DEPARTMENT – No concerns

SOLID WASTE MANAGEMENT - No comments.

STREET DEPARTMENT – Traffic Operations, Streets, and Signal Operations see no issues.

WASTEWATER MANAGEMENT – There exists three storm inlets in this area of proposed vacation. If this area is vacated, these existing catch basins must be disconnected from the City's system at the right-of-way line and the downstream pipes property plugged. Also, as private property, all on-site runoff must be maintained and treated on site in accordance with State and City requirements.

There are also a number of old abandoned-in-place sanitary sewer pipelines in the proposed vacation area, which connect to an old abandoned City CSO outfall pipe to the river. These pipes within the proposed vacation area must be disconnected from the City's system and the remaining abandoned City pipelines property plugged.

The Wastewater Department must be contacted if and when existing facilities currently connected to the City system are to be plugged, removed, or otherwise abandoned.

WATER DEPARTMENT - We want it noted for the record, that as Martin Luther King Way Project Design advances, serious consideration be given to water main design in MLK Way and in the specific area of this road vacation, maintain water system integrity.

BICYCLE ADVISORY BOARD – No comments

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

1. An easement as requested by Avista Utilities, Comcast, and the City of Spokane shall be retained to protect existing and future utilities.

2. Existing stormwater catch basins must be disconnected from the city system and the downstream pipes must be plugged, under the supervision of the City of Spokane Wastewater Department.

3. Any old abandoned in place sanitary sewer pipelines in the vacation area must be disconnected from the City's sanitary system and property plugged under the supervision of the City of Spokane Wastewater Department.

4. On-site stormwater runoff must be collected and treated on-site.

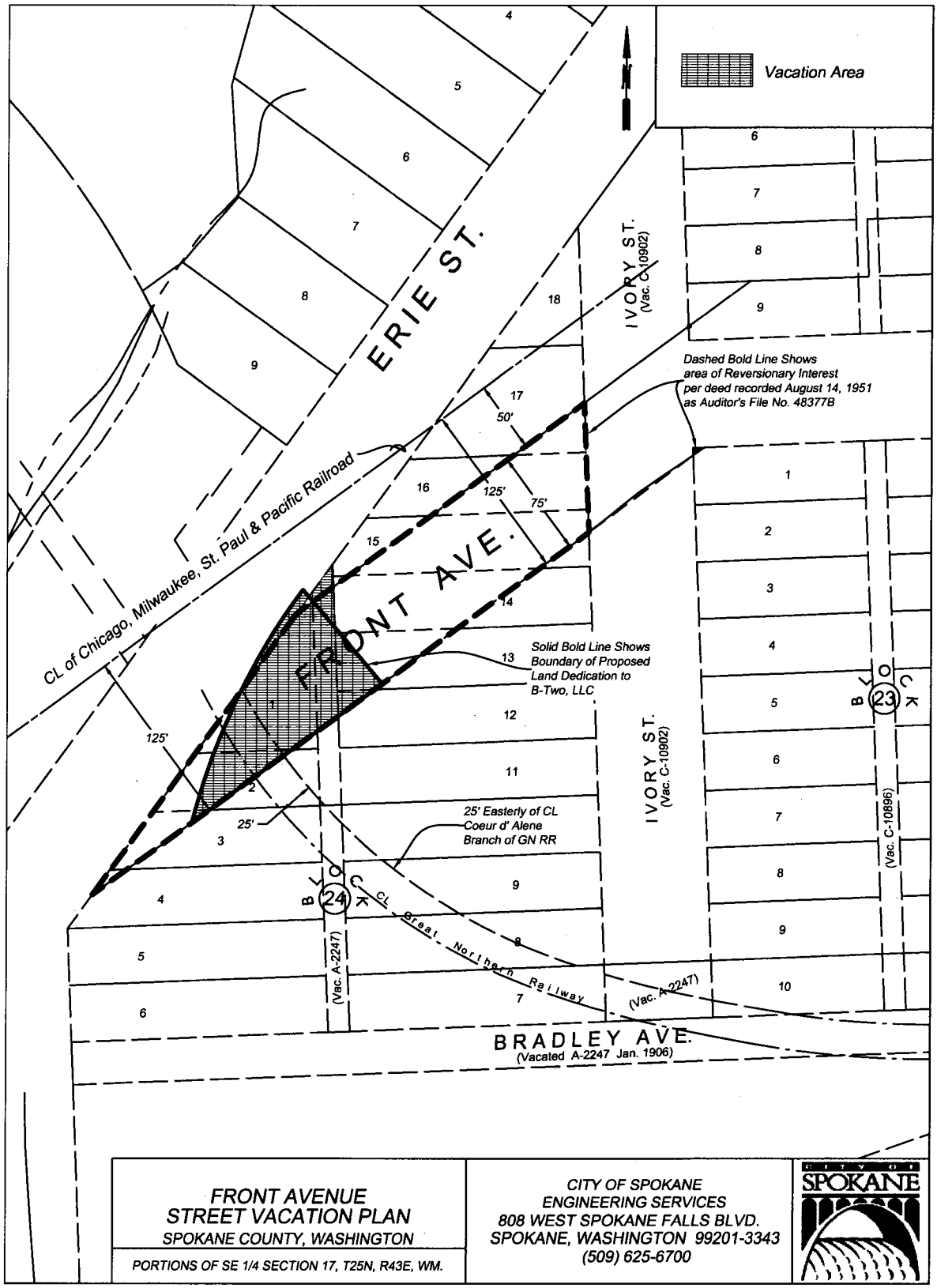
5. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by **December 1, 2016.**

Eldon W. Brown

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

EDJ

\stvac\Front Ave

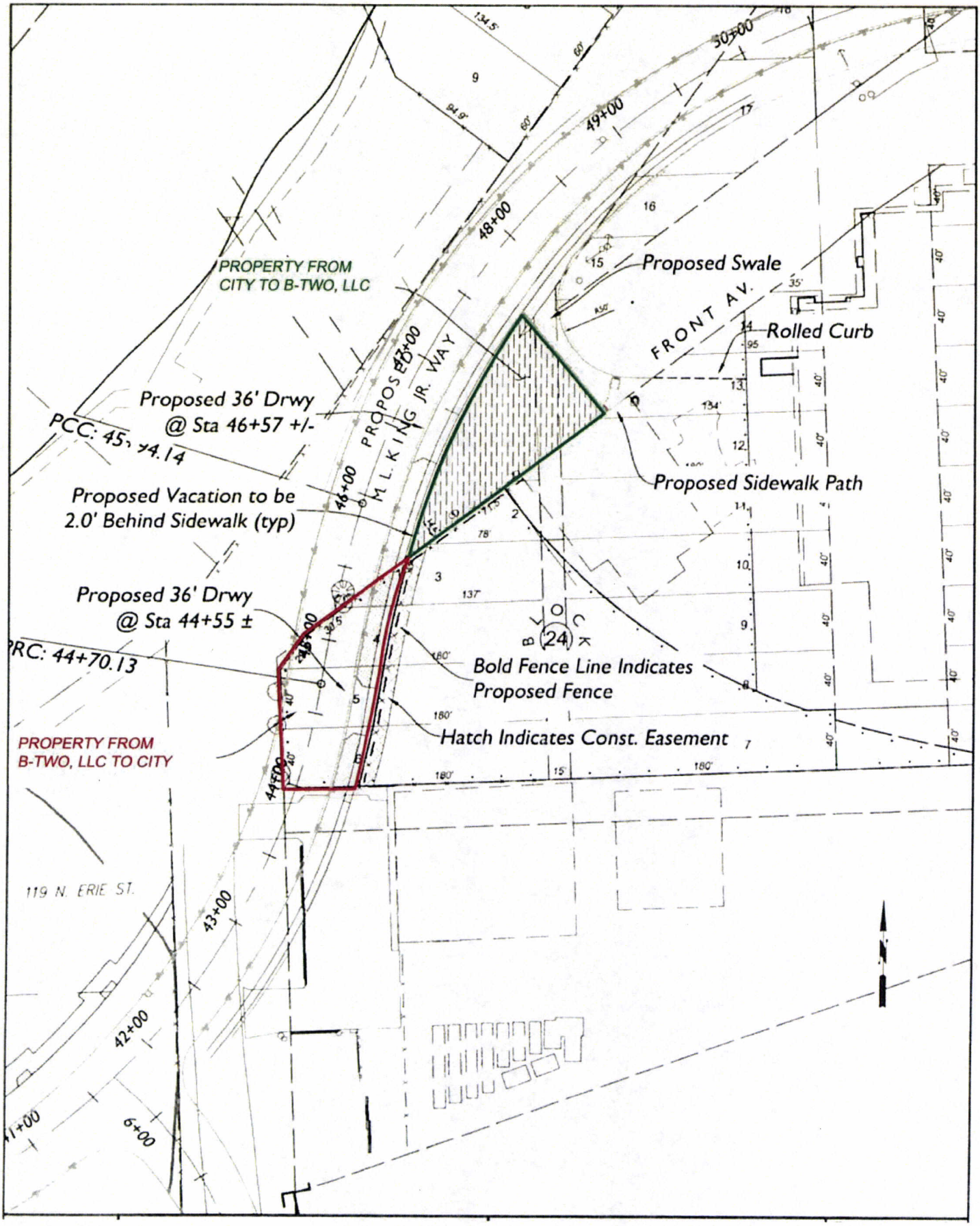


FRONT AVENUE
STREET VACATION PLAN

SPOKANE COUNTY, WASHINGTON

PORTIONS OF SE 1/4 SECTION 17, T25N, R43E, WM.

CITY OF SPOKANE
ENGINEERING SERVICES
808 WEST SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3343
(509) 625-6700


PROPERTY FROM
CITY TO B-TWO, LLC
Proposed Swale
FRONT AV.
Rolled Curb
PROPOSED M.L. KING JR. WAY
Proposed 36' Drwy
@ Sta 46+57 +/-
PCC: 45+74.14
Proposed Sidewalk Path
Proposed Vacation to be
2.0' Behind Sidewalk (typ)
Proposed 36' Drwy
@ Sta 44+55 ±
PRC: 44+70.13
BLOCK (24)
Bold Fence Line Indicates
Proposed Fence
Hatch Indicates Const. Easement
PROPERTY FROM
B-TWO, LLC TO CITY
119 N. ERIE ST.
50+00
49+00
48+00
46+00
44+00
43+00
42+00
41+00
6+00

DISTRIBUTION LIST
VACATION OF FRONT AVENUE / ERIE STREET

POLICE DEPARTMENT
ATTN: SGT JOHN GATELY

FIRE DEPARTMENT
ATTN: LISA JONES
MIKE MILLER

CURRENT PLANNING
ATTN: TAMI PALMQUIST
DAVE COMPTON

WATER DEPARTMENT
ATTN: DAN KEGLEY
JAMES SAKAMOTO
ROGER BURCHELL
CHRIS PETERSCHMIDT
HARRY MCLEAN

STREETS
ATTN: MARK SERBOUSEK
DAUN DOUGLASS

TRANSPORTATION OPERATIONS
ATTN: BOB TURNER

PLANNING & DEVELOPMENT
ATTN: ERIK JOHNSON
ELDON BROWN
JOHN SAYWERS

CONSTRUCTION MANAGEMENT
ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT
ATTN: KATHERINE MILLER

WASTEWATER MANAGEMENT
ATTN: BILL PEACOCK

PARKS & RECREATION DEPARTMENT
ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES
ATTN: JACKIE CARO
JONATHAN MALLAHAN
ROD MINARIK
HEATHER TRAUTMAN

BICYCLE ADVISORY BOARD
ATTN: LOUIS MEULER

SOLID WASTE MANAGEMENT
ATTN: Scott Windsor

CITY CLERK'S OFFICE
ATTN: JACQUELINE FAUGHT

PUBLIC WORKS
ATTN: RICK ROMERO
MARCIA DAVIS

AVISTA UTILITIES
ATTN: DAVE CHAMBERS
RANDY MYHRE

COMCAST DESIGN & CONSTRUCTION
ATTN: BRYAN RICHARDSON

CENTURY LINK
ATTN: KAREN STODDARD

CITY OF SPOKANE
808 W SPOKANE FALLS BLVD
SPOKANE, WA 99256-0001

BROWN PROPERTIES, LLC
2205 N WOODRUFF RD
SPOKANE, WA 99206

DISTRIBUTION LIST
VACATION OF FRONT AVENUE / ERIE STREET

UNION GOSPEL MISSION
PO BOX 4066
SPOKANE, WA 99202-0066

SPOKANE FOOD BANK
1230 E FRONT AVE
SPOKANE, WA 99202-2148

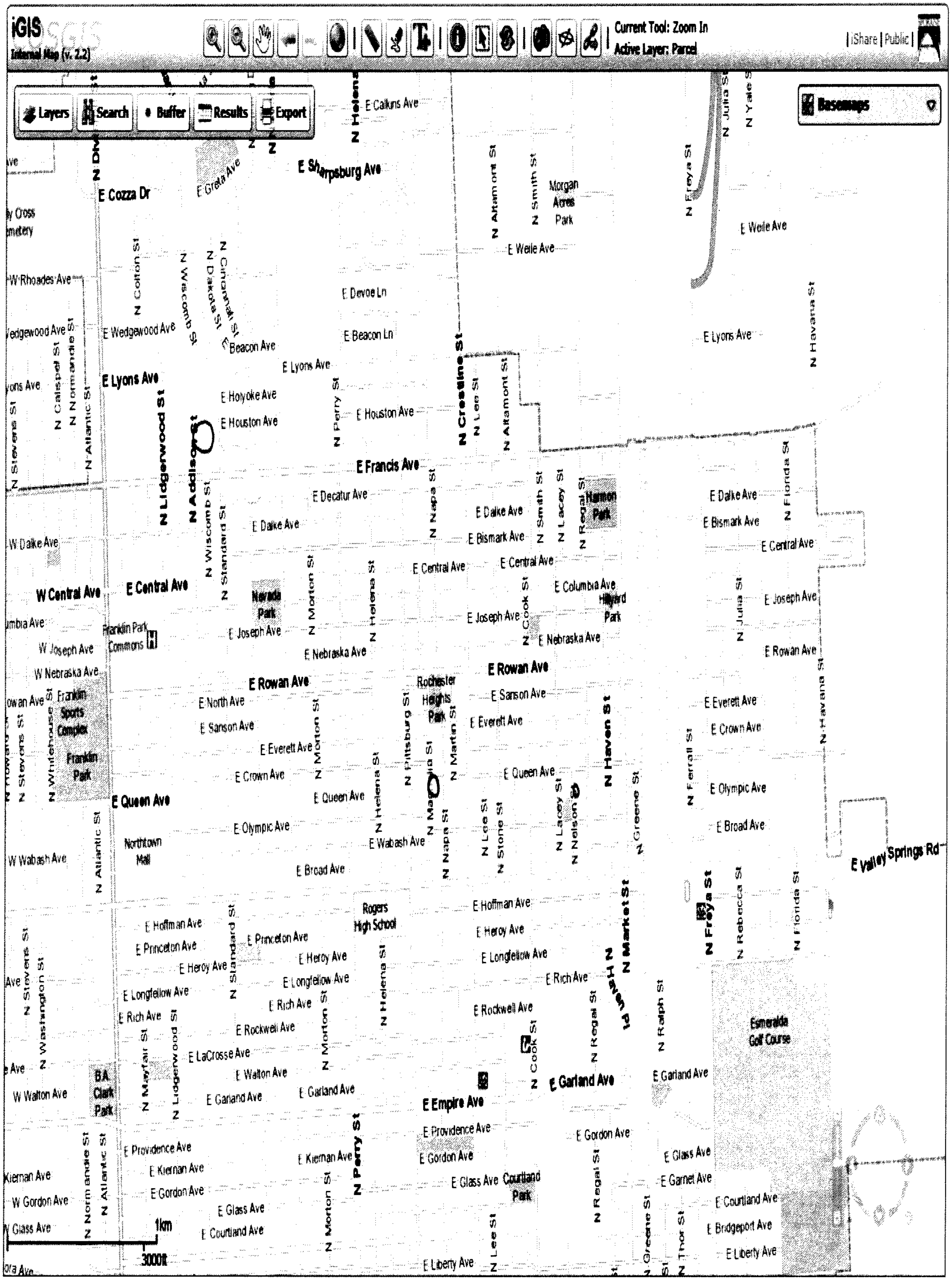
RIVER BEND PROPERTY OWNERS
ASSOCIATION
2205 N WOODRUFF RD
SPOKANE, WA 99206

UNION GOSPEL MISSION
PO BOX 4066
SPOKANE, WA 99202

WILLAR CORP
1212 E FRONT AVE
SPOKANE, WA 99202-2148

B-ONE LLC
112 N ERIE ST
SPOKANE, WA 99202

B-TWO, LLC
112 N ERIE ST
SPOKANE, WA 99202


iGIS
Internal Map (v. 2.2)
Current Tool: Zoom In
Active Layer: Parcel
iShare | Public |
Layers
Search
Buffer
Results
Export
Basemaps
E Calkins Ave
E Sharpsburg Ave
E Cozza Dr
E Greta Ave
Morgan Acres Park
E Weile Ave
E Devoe Ln
E Beacon Ln
E Wedgewood Ave
E Lyons Ave
E Holyoke Ave
E Houston Ave
E Francis Ave
E Decatur Ave
E Dalke Ave
E Bismark Ave
E Central Ave
W Central Ave
W Dalke Ave
Nevada Park
Franklin Park Commons
W Joseph Ave
W Nebraska Ave
E Joseph Ave
E Nebraska Ave
E Columbia Ave
Hillyard Park
Harmon Park
E Rowan Ave
Franklin Sports Complex
Franklin Park
Rochester Heights Park
E North Ave
E Sanson Ave
E Everett Ave
E Crown Ave
E Queen Ave
E Olympic Ave
E Broad Ave
E Wabash Ave
W Wabash Ave
Northtown Mall
E Hoffman Ave
E Princeton Ave
E Heroy Ave
E Longfellow Ave
E Rich Ave
E Rockwell Ave
E LaCrosse Ave
E Walton Ave
W Walton Ave
E Garland Ave
E Empire Ave
BA Clark Park
E Providence Ave
E Kiernan Ave
E Gordon Ave
W Gordon Ave
E Glass Ave
E Courtland Ave
Courtland Park
E Liberty Ave
E Garnet Ave
E Bridgeport Ave
Rogers High School
Esmeralda Golf Course
E Valley Springs Rd
N Lidgerwood St
N Addison St
N Standard St
N Morton St
N Helena St
N Perry St
N Napa St
N Crestline St
N Altamont St
N Smith St
N Lacey St
N Regal St
N Haven St
N Market St
N Freya St
N Florida St
N Havana St
N Julia St
N Stevens St
N Atlantic St
N Normandie St
N Wiscomb St
N Colton St
N Cook St
N Lee St
N Stone St
N Nelson St
N Greene St
N Ferrall St
N Rebecca St
N Ralph St
N Thor St
N Mayfair St
N Washington St
N Whitehouse St
N Pittsburg St
N Martin St
1km
3000ft

Agenda Sheet for City Council Meeting of: 04/25/2016		Date Rec'd	4/12/2016
		Clerk's File #	ORD C35383
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	KAREN STRATTON 6291	Project #	
Contact E-Mail	KSTRATTON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	RELATING TO THE CITY/COUNTY HISTORIC LANDMARKS COMMISSION		

Agenda Wording

An ordinance relating to the city/county landmarks commission; amending sections 04.35.020 and 04.35.050 of the Spokane Municipal Code.

Summary (Background)

This ordinance makes changes to the composition of the city/county historic landmarks commission, reduces the quorum requirement, and adds a non-voting youth liaison at the discretion of the commission.

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

Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	Study Session	
Division Director		Other	PED 4/18/2016
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	mduvall@spokanecity.org	
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

ORDINANCE NO. C35383

An ordinance relating to the city/county landmarks commission; amending sections 04.35.020 and 04.35.050 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That section 04.35.020 of the Spokane Municipal Code is amended to read as follows:

Section 04.35.020 Establishment – Membership

A. There is created the city/county historic landmarks commission (herein called the "commission") consisting of eleven total members who shall have demonstrated experience and/or interest in historic preservation:((~~; nine members nominated by the mayor and appointed by the city council and two~~)) two members of the commission shall appointed at large by the County board and nine members shall be nominated by the mayor and appointed by the city council((~~all who have demonstrated experience and/or interest in historic preservation~~)). ((~~Seven~~)) The commission should have the following composition((~~members should have the following expertise~~)):

1. ((~~an~~)) two members shall be architects ((~~who is~~)) registered in the state of Washington, one of whom may be a registered landscape architect;
2. One member shall be a state-certified ((~~general~~)) real estate appraiser;
3. two members shall be historians with appropriate degrees or equivalent experience;
4. one member shall be a professional archaeologist or anthropologist with the appropriate ((~~degrees~~))degree;

((~~5. an owner or managing agent in a fiduciary capacity of real estate in Spokane's central business district; and~~))

((~~6~~))5. One member shall be an experienced preservation construction specialist.

6. two members shall be city residents chosen at-large.

B. All ((~~The City~~))city appointments to the commission other than the two members chosen from city residents at-large may include non-residents of the City.

C. A non-voting "youth liaison" may also be appointed by the commission to act as liaison to a younger audience and report on issues pertaining to youth in Spokane. The youth liaison will provide a platform for younger voices in local government and must:

1. Be a resident of the city or county of Spokane;
2. be a junior or senior in high school; and

3. have a demonstrated interest in historic preservation, architecture, history or related field.

Section 2. That section 04.35.050 of the Spokane Municipal Code is amended to read as follows:

Section 04.35.050 Rules and Regulations

A. The commission by rule prescribes the selection and function of officers, including at least a chair and vice chair.

B. A quorum is ((~~seven~~)) six voting members. A quorum is necessary to transact any official business of the commission. Any action of the commission requires a majority vote. ((~~The commission uses~~)) Matters of procedure for the conduct of commission meetings and the transaction of commission business not provided for by the commission's rules are determined by reference to *Robert's Rules of Order*, newly revised((~~ as the established rules for the conduct of its meetings and the transaction of business~~)).

((~~B~~))C. The commission through rules and regulations adopts standards to guide the various activities provided in SMC 04.35.080.

PASSED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 04/18/2016		Date Rec'd	4/4/2016
		Clerk's File #	ORD C35379
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN STUCKART 6256269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 SUSTAINABLE PUBLIC BUILDINGS ORDINANCE		

Agenda Wording

An ordinance relating to sustainable public building standards for Capital Improvement Projects; amending section 07.17.020 of the Spokane Municipal Code and enacting new sections 12.05.005 and 12.05.030 to the Spokane Municipal Code.

Summary (Background)

This ordinance will require the City to seek and obtain LEED Silver Certification from the United States Green Building Council, or equivalent scoring system, on new public building construction projects impacting 5,000 square feet or more of conditioned space and on major renovations which include improvements to mechanical, plumbing, and electrical systems in a building 5,000 square feet or more of conditioned space.

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

Approvals		Council Notifications	
Dept Head	STUCKART, BEN	Study Session	
Division Director		Other	Public Works
Finance	KECK, KATHLEEN	Distribution List	
Legal	DALTON, PAT	Katherine Miller	
For the Mayor	SANDERS, THERESA	Tyler Whitney	
Additional Approvals		Ed Lukas	
Purchasing			

ORDINANCE C35379

An ordinance relating to sustainable public building standards for Capital Improvement Projects; amending section 07.17.020 of the Spokane Municipal Code and enacting new sections 12.05.005 and 12.05.030 to the Spokane Municipal Code.

WHEREAS, enormous quantities of resources are used during building construction, renovation, and operation, the production of which has substantial environmental impacts; and

WHEREAS, reducing the environmental impact of the construction, operation, and maintenance of publicly-funded facilities will save taxpayer dollars each year because green buildings operate more efficiently by using less energy, water, and fossil fuels; and

WHEREAS, the City of Spokane, through the "greening" of facilities, can support the local market for green building products and services, and raise the bar for the construction and operation of sustainable buildings; and

WHEREAS, the adoption of a Sustainable Public Buildings Standard for Capital Projects is consistent with and implements the City's Sustainability Action Plan and Comprehensive Plan; and

WHEREAS, the United States Green Building Council has created and administers a rating system which is used to assess multiple areas of construction, such as existing buildings and commercial interiors, referred to as Leadership in Energy & Environmental Design ("LEED"); and

WHEREAS, the state of Washington requires that many new public buildings meet LEED standards, as do the cities of Bellingham, Everett, and Seattle, King County, and the federal government.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That section 07.17.020 of the Spokane Municipal Code is amended to read as follows:

Section 07.17.020 Scope of City-Wide Six Year Capital Improvement Program

A. The City-wide Six-Year Capital Improvement Program shall coordinate the planning, financing and construction of the City's capital facilities consistent with the following guidelines.

1. The City-wide Six-Year Capital Improvement Program shall encompass all City capital facilities projects regardless of the revenue source.
2. Elements of the City-wide Six-Year Capital Improvement Program shall include the Six-Year Comprehensive Street Program, the Six-Year Comprehensive Wastewater Program and the Six-Year Comprehensive Water Program, as well as Six-Year Capital Improvement Programs submitted by each City department projecting the department's respective capital facilities needs, including estimated costs and proposed methods of financing, for at least the subsequent six years.
3. The City-wide Six-Year Capital Improvement Program shall include the necessary maintenance, rehabilitation, and renovation of existing capital facilities.
4. The City-wide Six-Year Capital Improvement Program shall prioritize consistency with the City's Comprehensive Plan and Sustainability Action Plan, including, but not limited to the adaptive reuse of suitable existing buildings. When adaptively reusing existing buildings, these facilities shall be renovated to the ((~~highest defined energy conservation standard justified by a net present value analysis of capital and forecast energy costs over a thirty year period or the forecast life of the building, whichever is less.~~)) Sustainable Public Building Requirements specified in SMC 12.05.030.
5. Should it be necessary to build new public facilities, these facilities shall be constructed to the ((~~highest defined energy conservation standard justified by a net present value analysis of capital and forecast energy costs over a thirty year period.~~)) Sustainable Public Building Requirements outlined in SMC 12.05.030.
6. The City-Wide Six-Year Capital Improvement Program is intended to be an evolving document reflecting the current status of financing, planning and implementation of the City's Capital Facilities Plan with the intent that the programs be revised as the City completes certain projects and adds new projects.

Section 2. That there is adopted a new section 12.05.005 of the Spokane Municipal Code to read as follows:

Section 12.05.005 Definitions

A. "Conditioned Space" means an enclosed space within a building where there is intentional control of the space thermal conditions within defined limits using natural, electrical, or mechanical means. Spaces that do not have heating or cooling systems but rely on natural or mechanical flow of thermal energy from adjacent spaces to maintain thermal conditions within defined limits are considered conditioned spaces.

B. “LEED” is a green building rating and certification system developed by the U.S. Green Building Council to evaluate environmental performance from a whole building perspective, including sites, water efficiency, energy & atmosphere, materials & resources, indoor environmental quality, locations & linkages, awareness & education, innovation in design, and regional priority.

C. “U.S. Green Building Council” is an organization serving as the nation’s foremost leaders from across the building industry working to promote buildings that are environmentally responsible, profitable, and healthy places to work and live.

Section 3. That there is adopted a new section 12.05.030 of the Spokane Municipal Code to read as follows:

Section 12.05.030 Sustainable Public Buildings Requirements

A. It is the intent of the City of Spokane to plan, design, construct, manage, renovate, operate, maintain, and decommission its buildings in an environmentally sustainable and economically efficient manner.

B. All Capital Improvement projects constituting new construction, an addition, or renovations that involve substantial modification to all three of the major systems – mechanical, electrical, and plumbing - of a City-owned building and impacting 5,000 or greater gross square feet of conditioned space shall meet a minimum LEED Silver rating through the U.S. Green Building Council or comparable scoring system unless the City Council, by resolution, determines it not practicable due to available resources, construction costs, and life-cycle costs.

C. If the City Council determines it not practicable to pursue LEED Silver rating, the Capital Improvement project shall continue to pursue the maximum number of LEED credits or comparable scoring system, reasonably achievable for the covered project.

D. All Capital Improvement projects qualifying for LEED certification shall be registered through the U.S. Green Building Council or comparable scoring system, unless the City Council, by resolution, determines it not practicable due to overall project costs.

E. All City departments shall seek opportunities to maximize the energy and water efficiency of existing City-owned buildings, consistent with the City’s Sustainability Action Plan.

PASSED by the City Council on _____.

Council President

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

Subject
Adopting an ordinance to require the City to seek and obtain LEED Silver Certification from the United States Green Building Council, or equivalent scoring system, on new public building construction projects impacting 5,000 square feet or more of conditioned space and on major renovations which include improvements to mechanical, plumbing, and electrical systems in a building 5,000 square feet or more of conditioned space.

Background
The City of Spokane has multiple planning documents and polices that outline the desire for public buildings to be operationally efficient and effective. These documents include:

Chapter 5 Capital Facilities and Utilities of the City of Spokane's Comprehensive Plan
Policy 1.2 Operational Efficiency
"Require the development of capital improvement projects that either improve the city's operational efficiency or reduce costs by increasing capacity, use, and/or life expectancy of existing facilities."

City of Spokane Sustainability Action Plan
Strategy 5: Conserve Water Everywhere
5-C: *Develop innovative projects for water reuse and conservation on and in City properties and buildings.*
5-F: *Review and revise City policies, codes, ordinances and programs to allow for and incentivize best practices and innovation in water conservation.*

Strategy 6: Maximize Energy Efficiency
6-A: *Model leading practices by developing and implementing specific plans for reducing and managing energy use in all City operations.*
6-B: *Move toward carbon-neutral operations in all new and retrofit construction involving City facilities*.

LEED/U.S. Green Building Council: By utilizing LEED/U.S. Green Building Council, an independent national third-party would be responsible for verification of performance. Some jurisdictions rely on other third-party systems, such as Energy Star or Green Communities.

Costs: Costs associated with pursuing LEED Silver certified buildings include: LEED certification fees, consultation costs, and possible increased construction costs specific to meeting LEED standards.

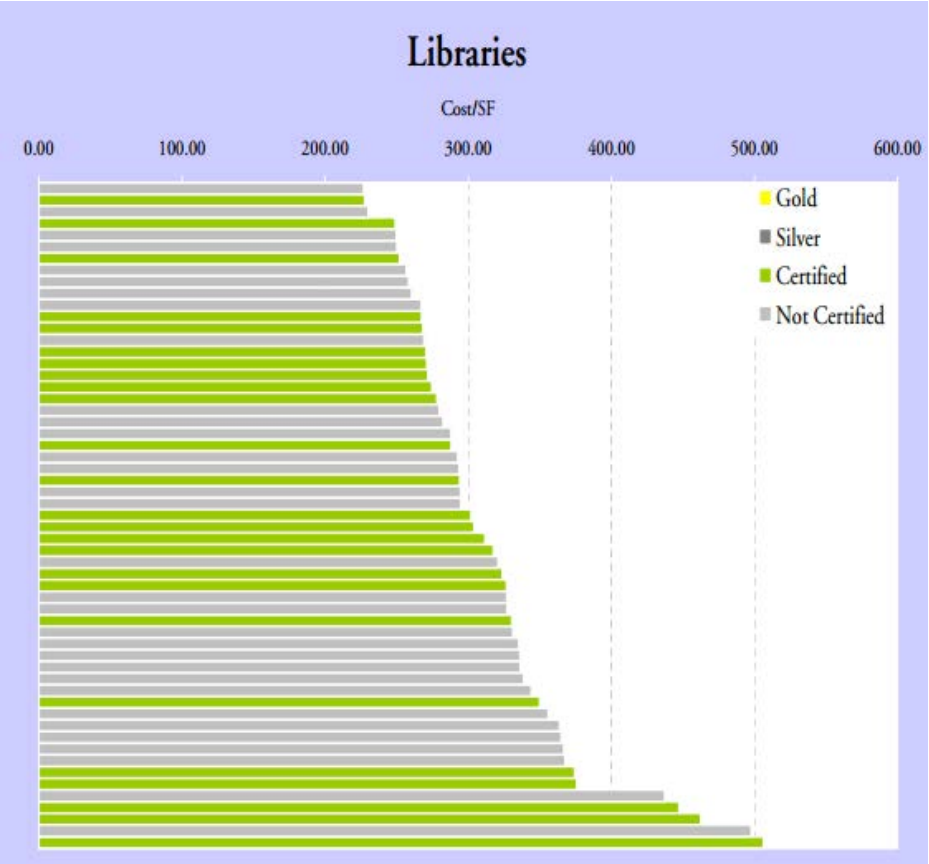
A study for California's Sustainable Building Task Force found that a minimal up-front investment of about 2% of construction costs typically yields life cycle savings of over ten times the initial investment. Source: The Costs and Financial Benefits of Green Buildings – Report to California's Sustainable Building Task Force (2003)

For more information: Adam McDaniel, Senior Executive Assistant to Council President Ben Stuckart
509-625-6269 amcdaniel@spokanecity.org

Final, Recv'd 4-28-16

BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

"There is no significant difference in average costs for green buildings as compared to non-green buildings". In a study of 57 libraries, 25 seeking LEED certification and 32 not seeking certification, there was no significant difference between the costs of projects seeking LEED certification versus the projects not seeking certification. In fact, the LEED buildings tended to fall on the lower cost/SF end of the 57 libraries as seen by the graph below.



Source: "Cost of Green Revisited" – Davis Langdon (2006)

The cost premium for LEED certified buildings are often found in periods or areas of high construction demand and limited competition. This can lead to a shortage of bids including bids by inexperienced contractors who may view these onerous and bid high to account for the perceived risk (Langdon).

Savings/Benefits: Savings come from annual utility savings from reduced water and energy use.

Other jurisdictions

The City of Spokane would join Pacific Northwest jurisdictions of Seattle, Everett, Bellingham, Eugene, Portland, West Linn, King County, and Whatcom County.

For more information: Adam McDaniel, Senior Executive Assistant to Council President Ben Stuckart
509-625-6269 amcdaniel@spokanecity.org

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Public Works Committee
Spokane City Council
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The City of Spokane Valley is building their new City Hall building to LEED Standards but have chosen not to pursue the certification.

The State of Washington was the first US state to adopt a LEED Silver Standard for all public facilities greater than 5,000 square feet.

Understanding LEED

Projects can receive Sustainable Site 'credits' for a number of factors including: density, brownfield redevelopment, public transportation access, erosion control plans, bicycle storage, changing rooms, providing preferred parking for electric/alternative-fueled vehicles (or provides a fleet of alternatively fueled vehicles), reduced site disturbance, strategies to maximize open space, stormwater management, reducing the heat island effect, light pollution reduction

Projects can receive Water Efficiency 'credits' for water efficient landscaping, low-flow and waterless flush fixtures/innovative wastewater technologies, and water use reduction techniques.

Source: Water-efficient fixtures around City Hall

Projects can receive Energy and Atmosphere 'credits' for the commission of the building energy systems, refrigerant management, energy performance optimization (energy load reduction/improved equipment efficiency), and utilizing renewable energy and green power strategies onsite.

Projects can receive Materials and Resources 'credits' by incorporating recycled materials, reuse of a building, diversion of waste from landfills through construction waste management, reuse of materials, use of recycled content, use of local materials, and use of certified wood.

For more information: Adam McDaniel, Senior Executive Assistant to Council President Ben Stuckart
509-625-6269 amcdaniel@spokanecity.org

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Public Works Committee
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Projects can receive Indoor Environmental Quality 'credits' by prohibiting smoking in the building, outdoor air delivery monitoring, increasing ventilation, use of low-emitting materials, lighting control, thermal comfort control, and maximizing daylight penetration to the building

'Credits' can also be earned for Innovation and Design Process.

Impact

This ordinance takes a step forward in implementing and codifying Sustainability Action Plan and Comprehensive Plan strategies.

By incorporating these energy and resource-efficient practices into our capital facilities projects, we are reducing the environmental impact of construction-related activities while providing savings to our taxpayers.

The construction of capital facilities is also an investment in our City employees. Utilizing these building principles will provide our employees with healthy places to work, which reduces absenteeism, turnover, and improves worker performance.

Action

Requesting City Council approval.

Funding

Refer to the 2015-2020/2016-2021 Citywide Capital Improvement Program

For more information: Adam McDaniel, Senior Executive Assistant to Council President Ben Stuckart
509-625-6269 amcdaniel@spokanecity.org

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Spokane City Council
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Local LEED Certified or Designed Buildings

Northeast Community Center Addition – LEED Silver

Spokane Public Radio – Designed to meet LEED Silver

For more information: Adam McDaniel, Senior Executive Assistant to Council President Ben Stuckart
509-625-6269 amcdaniel@spokanecity.org

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Lincoln Heights Elementary – LEED Gold

STCU Moran Prairie – Designed for LEED Silver

For more information: Adam McDaniel, Senior Executive Assistant to Council President Ben Stuckart
509-625-6269 amcdaniel@spokanecity.org

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Spokane City Council
April 11, 2016

Washington State University Biomedical & Health Sciences Building – LEED Silver

The Davenport Grand Hotel – LEED Silver

For more information: Adam McDaniel, Senior Executive Assistant to Council President Ben Stuckart
509-625-6269 amcdaniel@spokanecity.org

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Spokane City Council
April 11, 2016

Spokane Falls Community College Science Building – LEED Gold

Spokane Community College Technical Education Building – LEED Silver

For more information: Adam McDaniel, Senior Executive Assistant to Council President Ben Stuckart
509-625-6269 amcdaniel@spokanecity.org

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Public Works Committee
Spokane City Council
April 11, 2016

Spokane Falls Community College Music Building – LEED Silver

Spokane Central Service Center – Complies with LEED Silver criteria

For more information: Adam McDaniel, Senior Executive Assistant to Council President Ben Stuckart
509-625-6269 amcdaniel@spokanecity.org

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Public Works Committee
Spokane City Council
April 11, 2016

Spokane Convention Center Expansion – LEED Silver

For more information: Adam McDaniel, Senior Executive Assistant to Council President Ben Stuckart
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Public Works Committee
Spokane City Council
April 11, 2016

Local Firms & Labor Organizations with LEED project experience:

- Vandervert Construction – *"Based on our experience, seeking LEED Silver or higher on new capital construction projects (over 5,000 SF) could provide long term benefits for the City of Spokane. The sustainable design and improved energy efficiency would be the biggest benefits. In terms of potential obstacles, there will be some additional time, administration support, and increased construction costs associated with the pursuit of LEED Silver certified projects. A key component for any project that seeks a level of LEED certification is to engage in a LEED consultant as early as possible to help navigate the design and LEED process right from the start." – Klint Kimball, Chief Estimator*
- TestComm – *"LEED has brought beneficial change to the construction industry. And certain aspects are now business as usual. But the administrative cost has restricted its usefulness for all projects all the time." – Jerry Ensminger, Manager*
- IRS Environmental – "*Our main scope of work on renovation/demolition jobs is to provide asbestos/lead/hazardous waste abatement. We have participated in many LEED projects over the years and have not had any major issues at all. LEED requires that GOOD Accurate records are kept for the disposal or recycling of waste from the projects, this is something we do on a regular basis so from our standpoint it's just another layer of paperwork that we need to provide to the client. Not much of a problem in the long run at all." – Carl Burnham, Vice President*
- Cement Masons & Operative Plasterers Local 72 – *"[LEED projects] actually helps us. Concrete construction, especially floor polishing, does work on LEED projects." – Jim Geren, Business Manager*
- Plumbers & Pipefitters Local 44 – *"I think Sustainable Public Buildings is a great idea and worthwhile idea. Silver certification is great place to start…" – Pat Perez, Business Manager*
- Walker Construction – *"we have done them and they haven't been too problematic. Most LEED requirements are met with clever enough spec writing." – Bill Walsh, Project Manager*
- Graham Construction & Management
- Taylor Engineering
- Lewis Construction and Development
- TD&H Engineering
- Lydig Construction
- SRM Development
- Garco
- McKinstry
- Bernardo Wills
- Bouten Construction
- Baker Construction
- MSI Engineers
- Stantec
- Leone & Keeble
- DCI Engineers
- Cobra BEC
- Copeland Architecture and Construction
- OAC

among many others….

For more information: Adam McDaniel, Senior Executive Assistant to Council President Ben Stuckart
509-625-6269 amcdaniel@spokanecity.org

Final, Recv'd 4-28-16

BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

Other jurisdictional experiences with sustainable public buildings policies:

Everett Washington

The City of Everett has built one project since their sustainable buildings ordinance was adopted in 2007. That building (Municipal Court) achieved LEED Silver.

* Source: Chris Lark, City of Everett

Seattle Washington (passed in 2002)

The City of Seattle had 18 City of Seattle LEED Certified Projects from 2003-2010.
Environmental Benefits Include:

- 47,100 tons of construction waste diverted
- 1,062,180 gallons of stormwater reduced per year
- 4,368,100 gallons of potable water saved per year
- 765,455 kilowatt hours of electricity saved per year
- 12,876,500 CO2 emissions reduced per year

The City of Seattle found while measuring 7 LEED projects that the soft costs (certification/consultation fees) ranged 0.47% to 1.31% of overall project cost.

Source: Mayor's Recommendations: Sustainable Buildings and Sites Policy – City of Seattle (2011)

"Looking back at the reports that I have received for projects in the last 2-3 years, construction premiums reported for LEED related costs have ranged from 0.05% to .56%, with projected annual utility savings (energy & water) of $2,000 to $6,000/yr. These are all LEED Gold Fire Station projects ranging from 8,000 to 20,000 sq.ft. A LEED Gold Transfer Station had a 0% construction premium and projected utility savings of $56,000/yr. We have a recently completed 10,000 sq.ft. Platinum Fire Station that had a 5% premium, with savings projected at $9,700/yr" – Sandra Mallory, Sustainable Building Program Manager for City of Seattle

Eugene Oregon

The City of Eugene has pursued and obtained over $2 million in energy efficiency incentives to support efficiency upgrades in their city buildings. Over 100 separate incentives, ranging in size from $50 to $150,000, have been applied for and received by the City of Eugene since 1995.

Source: City of Eugene Oregon Website – Energy Management Program

Portland Oregon

The City of Portland adopted their "Green Building Policy" in 2001. They subsequently updated their policy in 2005, 2009, and 2015 – making it stronger each year. From 2005-2009, the City of Portland built three new buildings which would fall under their Green Building Policy. One project received LEED Platinum, one project received LEED Gold, and the other project was LEED Certified – despite being financed prior to adoption of the Portland's 2005 standards.

Source: City of Portland Green Building Policy Status Report 2005-2009

Anchorage Alaska

Adopted an initial LEED Certified policy in 2008 with the minimum level increasing to LEED Silver in 2012. Their ordinance allows an appeal to the Building Board of Appeals in cases where not economically feasible. "new public buildings may experience higher design and construction costs which will be more than offset by permit fee reductions and lower operating costs over the life of the building, resulting in a net economic gain for public buildings." Source: Municipality of Anchorage Summary of Economic Effects – General Government (Fiscal Note) Anchorage repealed their ordinance in 2011 after inserting their sustainability requirements into their building code. Source: Ross Noffsinger, City of Anchorage

Asheville North Carolina

Adopted their LEED Standards policy in 2007 which requires buildings over 5,000 square feet to achieve LEED Gold but strive for LEED Platinum (the highest standard). The City of Asheville's newest public building, the Dr. Wesley Grant Sr. Southside Center, achieveD LEED Platinum. The Center is most easily recognized by its roof, the shape of which channels rainwater into sediment reducing ponds and cisterns as well as the roof gardens. It employs energy-efficient windows, geothermal temperature regulation and energy conserving insulation. Source: City of Asheville Website/Asheville City Source

State of Washington

The biennial legislative report by the Department of Enterprise Services had the following findings on the state's High Performance Green Buildings Law (RCW 39.35D):

- Achieving LEED certification does not always cost more; the range is -.7 percent to + 3.0 percent of the total project first cost. This can be offset with facilities operating savings and user comfort with improved employee productivity results.
- Estimated energy savings range from 19 to 50 percent. The payback for LEED related costs is estimated between 0 and 33 years with the average being 15 years for 75 percent of the projects where complete data is available.
- Construction waste recycling practices used on 10 projects diverted more than 7,500 tons (94 percent) of construction debris from landfills.

" Buildings are typically designed for people. If a building fails to provide a healthy work or learning environment, then it has failed its primary purpose. Yet many buildings can cause "sick building syndrome" where occupants are made sick by the building's products or systems. Symptoms include headaches, dizziness, forgetfulness, nausea and drowsiness. The syndrome can affect productivity and, in extreme cases, result in lawsuits against the State" – Washington Department of Enterprise Services .

For more information: Adam McDaniel, Senior Executive Assistant to Council President Ben Stuckart
509-625-6269 amcdaniel@spokanecity.org

Agenda Sheet for City Council Meeting of: 04/18/2016		**Date Rec'd**	4/6/2016
		Clerk's File #	ORD C35380
		Renews #	
Submitting Dept	CITY COUNCIL	**Cross Ref #**	
Contact Name/Phone	BEN STUCKART 6256269	**Project #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	0320 INITIATIVE & REFERENDUM UPDATES		

Agenda Wording

An ordinance relating to initiatives and referendums; amending sections 2.02.020, 2.02.030 2.02.040, 2.02.055, 2.02.060, 2.02.070, 2.02.090, 2.02.110, 2.02.115, 2.02.130, and 2.02.140 of the Spokane Municipal Code.

Summary (Background)

Please see the attached briefing paper that summarizes the changes contained in the proposed amendments to the City's initiative and referendum processes.

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

Approvals		**Council Notifications**	
Dept Head	STUCKART, BEN	**Study Session**	
Division Director		**Other**	CHE
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	PICCOLO, MIKE		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

ORDINANCE NO. C35380

An ordinance relating to initiatives and referendums; amending sections 2.02.020, 2.02.030 2.02.040, 2.02.055, 2.02.060, 2.02.070, 2.02.090, 2.02.110, 2.02.115, 2.02.130, and 2.02.140 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That section 2.02.020 of the Spokane Municipal Code is amended to read as follows:

2.02.020 In General

A legal resident of the City of Spokane or a political committee as defined in RCW 42.17A.005(37), whose mailing address is in the City of Spokane and whose campaign manager, treasurer, or committee officer(s) is a qualified, registered elector in the City of Spokane, may petition the city council, under the authority of the Spokane City Charter, Article IX, section 82, to ordain a proposed measure, either an ordinance or a charter amendment. The resident or political committee representative sponsoring the proposed measure shall provide a notarized statement with appropriate supporting documentation to the city clerk at the time the measure is filed verifying that the requirements of this section have been met.

Section 2. That section 2.02.030 of the Spokane Municipal Code is amended to read as follows:

2.02.030 Filing of Initiative Measure

A. In order to facilitate the processing of a proposed initiative measure, a petitioner shall file the proposed measure with the city clerk.
B. The proposed measure must contain the ((~~mailing~~)) street address of the petitioner and telephone number of the petitioner or petitioner's representative, as well as the name, street address, telephone number, email address, and state or city business registration of any signature-gathering firm commissioned by the petitioner to gather signatures for the measure.
C. The city clerk must immediately transmit a copy of the proposed measure to the city attorney.
D. Within two weeks after receiving the measure, the city attorney prepares, after consultation with the petitioner(s), a ballot title and summary of the measure and files them with the city clerk.
    1. The ballot title shall consist of:
        a. a statement of the subject measure, which must be sufficiently broad to reflect the subject of the measure, sufficiently precise to give notice of the measure's subject matter, and not exceed ten words;
        b. a concise description of the measure, which must be a true and impartial description of the measure's essential contents; clearly

identify the proposition to be voted on; to the extent reasonably possible, not create prejudice either for or against the measure; and not exceed seventy-five words. When practicable, the question posed by the ballot title is written in such way that an affirmative answer to the question and an affirmative vote on the measure would result in a change in the law; and

c. a question.

((~~2.The statement of the subject measure must be sufficiently broad to reflect the subject of the measure, sufficiently precise to give notice of the measure's subject matter, and not exceed ten words.~~))

((~~3. The concise description must be a true and impartial description of the measure's essential contents, clearly identify the proposition to be voted on, to the extent reasonably possible, not create prejudice either for or against the measure and not exceed seventy five words. When practicable, the question posed by the ballot title is written in such way that an affirmative answer to the question and an affirmative vote on the measure would result in a change in the law.~~))

((4))2. The summary of the measure should be a clear and concise statement not to exceed one hundred fifty words.

((~~5~~))3. Neither ((~~The~~)) the ballot title ((~~and~~)) nor the summary of the measure ((~~shall not be~~)) may contain language or graphic elements which are argumentative or are reasonably likely to create prejudice for or against the measure.

E. In addition to preparing the ballot title and summary of the measure, the city attorney shall review the proposed measure for such matters as form and style. The city attorney shall edit the measure as necessary to correct obvious typographical errors, conform the language to Spokane Municipal Code format and style, or eliminate ambiguity. Any such editorial revisions are made on a separate sheet from the measure as submitted and clearly identified. All editorial revisions shall be provided to the sponsor and the city clerk at the same time the city attorney files the ballot title and summary of the measure with the city clerk.

F. Upon receipt of the ballot title and summary of the measure from the city attorney, the city clerk assigns ((~~a~~)) an initiative number by which the measure is identified. The city clerk affixes the ballot title and summary to the original of the proposed measure or the measure as revised pursuant to this section, inscribes the identifying number upon it and retains it in the official file.

G. The city clerk must immediately furnish a copy of the proposed measure with its ballot title and summary to the sponsor, along with the form of the petition sheet ((~~and prepare a report to the city council for the next agenda~~)).

H. When the proposed measure, ballot title, summary, petition form, and number by which the measure is identified are all in final form such that they comply with this chapter, the city clerk shall prepare a report to the city council for the next agenda.

Section 3. That section 2.02.040 of the Spokane Municipal Code is amended to read as follows:

2.02.040 Council Action on Initiative Measure

A. Upon receiving the report regarding an initiative from the city clerk, the city council may pass the measure as proposed, reject the initiative measure and propose another one dealing with the same subject to be considered as council legislation, or submit the initiative measure to the voters on its own motion.

B. If the city council does not ((~~take either action set for in subsection (A)~~)) pass the measure as proposed or submit the initiative measure to the voters, the initiative and the ballot title and summary of the measure shall be forwarded by the city clerk to the city hearing examiner who shall issue a formal written opinion as to the legal validity and effect of the proposed measure to the city council, city clerk, and initiative measure sponsor ((~~. Within~~)) within fourteen days of receiving the initiative measure from the city clerk ((~~, the hearing examiner shall file his written opinion with the city council and the city clerk with a copy provided to the initiative measure sponsor~~)).

C. Within seven days of receipt of the hearing examiner's written opinion, the initiative measure sponsor shall notify the city clerk in writing of the sponsor's decision to proceed with collecting signatures for the initiative measure or to revise the initiative measure based upon the hearing examiner's written opinion. If the sponsor elects to proceed with gathering signatures, the time period to collect and file petition signatures set forth in SMC 2.02.055 shall begin to run from the date the sponsor's written decision is filed with the city clerk. The sponsor shall provide the city clerk with a copy of the petition sheet the sponsor shall use for the collection of signatures. If the sponsor elects to revise the initiative measure based on the opinion of the hearing examiner, the city council shall discontinue processing the originally filed initiative measure. The initiative sponsors may file a revised initiative measure, which shall be submitted to the city clerk's office pursuant to SMC 2.02.030.

Section 4. That section 2.02.055 of the Spokane Municipal Code is amended to read as follows:

2.02.055 Petition Signatures

A. Prior to circulation for signatures, an initiative petition shall have received an assigned initiative number from the city clerk's office and a written opinion from the hearing examiner regarding the legal validity and effect of the proposed measure; and the petition sponsor shall have informed the city clerk of the sponsor's decision to proceed with collecting signatures and provided the city clerk with a copy of the petition sheet, both pursuant to SMC 2.02.040.

B. Signed petitions must be filed with the city clerk in a single batch by the petition sponsor or a representative designated as such in writing by the petition sponsor ((~~with the city clerk~~)) within three hundred sixty-five days from the date the sponsor files a written decision to proceed with the signature gathering pursuant to SMC 2.02.040. If the three hundred sixty-fifth day lands on a Saturday, Sunday, or a legal holiday, the petitions may be filed on the next succeeding day which is not a Saturday, Sunday, or a legal holiday. Petition signatures submitted after the three hundred sixty-fifth day will not be accepted by the city clerk's office.

C. ~~The sponsor of the initiative may submit additional petition signatures at any time during the three hundred sixty-five day period until a sufficient number of signatures have been validated to place the measure on a ballot; however, if the additional~~)) Additional petition signatures ((~~are submitted later than one-hundred twenty calendar days prior to the next election, the measure, if otherwise valid, will be placed on the ballot at the next appropriate election pursuant to section 82 of the City Charter~~)) shall not be accepted and shall be immediately returned to the initiative sponsor.

((~~D. Petition signatures collected after the three hundred sixty-five day period will not be counted towards a previously filed initiative.~~))

((~~E~~))D.A person who has signed an initiative petition may withdraw his or her signature from a petition by submitting to the city clerk a written request for the withdrawal of the signature up to the time the clerk is directed by the city council to validate the signatures.

Section 5. That section 2.02.060 of the Spokane Municipal Code is amended to read as follows:

2.02.060 Form of Initiative Petition

A. It is the obligation of the sponsor of the measure to print petitions for circulation of the proposed initiative measure. The sponsor is responsible to conform the petition to the requirements of this chapter as to form and content, to determine the number of signatures required, and to print enough petition sheets to accommodate sufficient signatures.

B. The paper used for the petition sheets must be of sufficient weight and quality to accommodate printing and writing on both sides. Paper size should be between eight and twelve inches wide and between eleven and eighteen inches long. Printing should be no smaller than ten-point face, except that the full text of the measure may be in smaller type if necessary to allow the entire petition to be on a single sheet of paper. For reasons of length of text or other practical necessity, the specifications of this section may be adjusted as the sponsor and city clerk may agree.

C. The measure must be typed or printed and be in the form of an ordinance, with a title and the entire text of the section(s) proposed to be added, amended or repealed. When the proposed measure would amend existing law, the text shall be in the following format:
   1. Language to be deleted is set forth in full and enclosed in double parentheses or brackets and may be lined out by hyphens.
   2. New language to be added is underlined, unless an entire new section or subsection is being added; and
   3. Deletions of existing language precede additions of new language.

D. The mandatory and exclusive elements of the petition sheet are:
   1. a warning to potential signers regarding possible election law violations;
   2. a heading;
   3. horizontal lines numbered 1- 20 for the entry of data under ((~~four~~)) vertical columns (or ((~~four~~)) boxes);
   4. the full text of the measure;
   5. the name and street address of the sponsor (political committee representative or individual legal resident);
   6. the number of the measure; ((~~and~~))
   7. a ballot title and summary of the measure; and
   8. the signed declaration of the signature gatherer in the form provided in paragraph E below.

E. Every petition sheet must include the printed name and signed declaration of the signature gatherer. All petition signatures on a petition sheet that does not include the declaration statement signed by the signature gatherer shall be disregarded and not included in the tabulation for validation. The signature gatherer declaration shall be printed as follows:

I, (print name legibly) . . . . . ., swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a gross misdemeanor, such violations being punishable by fine or imprisonment or both. _____(Signature)_____(Date)

((~~E~~))F. The warning, heading, initiative number, body of the petition containing the ballot title, ((~~and summary of the measure, and~~)) numbered signature lines, summary of the measure and declaration of the signature gatherer must appear in that order on the front of each petition sheet. The ((~~other elements~~)) full text of the measure may be located on the front or the back of the petition sheet as the sponsor determines.

G. An initiative petition shall only include language and provisions set forth in Chapter 2.02 SMC and may not be altered after being assigned an initiative number by the city clerk pursuant to SMC 2.02.030. The sponsor may only modify the format of the petition sheet to accommodate the size of the petition sheet and the font of the print consistent with SMC 2.02.060 and may not alter the substance of the text or include additional information. Any petition sheet that includes additional information beyond what was included on the initiative petition sheet submitted to the city clerk pursuant to SMC 2.02.030(D) and (E) and which had been assigned an initiative number shall be disregarded, and the petition signatures on that sheet shall not be included in the tabulation for validation.

((~~F~~))H. Each sheet of the petition must be in substantially the following form:

WARNING

((~~Under Washington State law every~~)) Every person who signs ((~~an initiative or referendum~~)) this petition with any other than his or her true name, knowingly signs more than ((~~once~~)) one of these petitions, ((~~or~~)) signs this petition when he or she is not a legal voter ((~~; or signs a petition when he or she is otherwise not qualified to sign~~)), or ((~~who~~)) makes any false statement on ((~~such~~)) this petition may be ((~~guilty of a misdemeanor~~)) punished by fine or imprisonment .

INITIATIVE PETITION TO THE SPOKANE CITY COUNCIL

[INITIATIVE NO. _____]

We, the undersigned citizens and legal voters of the City of Spokane, Washington, respectfully direct that this proposed ordinance [known as Initiative No. _____], a full, true and correct copy of which is printed herein, be passed without alteration by the Spokane City Council, or be submitted to the electors of the City of Spokane for their approval or rejection at the next available special or general municipal elections. [If submitted to election the proposed ordinance shall appear as the following proposition:

(ballot title)

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of the City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once.

PETITIONER'S SIGNATURE (in dark ink and as shown on the signer's voter registration)	**PRINTED NAME (legibly in dark ink)**	**((~~RESIDENCE~~)) ADDRESS WHERE REGISTERED TO VOTE (Street Address, City, State, Zip Code)**	**((~~DAYTIME PHONE (optional)~~)))**	**((~~CHECK IF REGISTERED ADDRESS IS DIFFERENT~~))**
1.				
20.				

(((~~etc.~~))) (Name, street address and phone number of sponsor)

[(summary of measure)]

DECLARATION OF SIGNATURE GATHERER

I, (print name legibly) . . . . . ., swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a gross misdemeanor, such violations being punishable by fine or imprisonment or both.

(Signature) (Date)

(full text of measure)

Section 6. That section 2.02.070 of the Spokane Municipal Code is amended to read as follows:

2.02.070 Filing of Initiative Petition

A. The sponsor of the initiative measure must file or cause to be filed with the city clerk, in a single batch, the sheets of the petition no later than one hundred ((~~twenty~~)) fifty calendar days prior to the date of the next general or special election upon which the initiative measure is to be placed.

B. The city clerk must immediately file a copy of the proposed measure with the city attorney.

C. The city clerk must immediately tally the signatures on the petition submitted to determine if it appears to bear the requisite number of signatures of registered

voters of the City of Spokane as required by the Charter.

D. At the next meeting the city clerk makes a report to the city council on the petition and the preliminary tally of signatures, stating what percentage of the votes cast at the last preceding general municipal election the tallied signatures represent. The city clerk also files with the council members a sample sheet of the petition.

E. An initiative may not be withdrawn or discontinued once the signature petitions have been submitted to the city clerk.

Section 7. That section 2.02.090 of the Spokane Municipal Code is amended to read as follows:

2.02.090 Validation of Signatures

A. If directed by the city council, the city clerk without delay makes arrangements with the county auditor, as ex-officio supervisor of elections, to ((~~gain access to the voter registration rolls~~)) validate the petition signatures to determine if the petition bears the minimum number of valid signatures of registered voters of the City of Spokane as required by City Charter.

B. For the purpose of determining the validity of the signatures on the petition, the city clerk requests the county auditor to employ ((~~s~~)) the same standards established under state law for validation of signatures.

C. Once a certificate of the validation process has been issued to the city clerk by the county auditor revealing the number of validated signatures so tallied, ((~~T~~)) the city clerk calculates what percentage that number is of the votes cast at the last preceding general municipal election. ((~~immediately tallies the number of signatures as revealed by the process of validation.~~)) If sufficient, ((~~A~~))at the next meeting, the city clerk makes a report to the city council concerning the number of validated signatures so tallied and what percentage that number is of the votes cast at the last preceding general municipal election.

Section 8. That section 2.02.110 of the Spokane Municipal Code is amended to read as follows:

2.02.110 Publicity

A. If the city council votes to grant an initiative petition and enact the proposed ordinance, the ordinance is published in the *Official Gazette* upon passage in the ordinary course. ((~~If the city council determines an initiative petition is, in its opinion, legally invalid, the decision to place the petition on file is reported in a newspaper of general circulation.~~))

B. In case the measure would amend the charter or adopt a new or revised charter, then, in addition, the measure is published in the newspaper having the largest general circulation within the city once each week for four weeks next preceding the day of the election.

C. In addition to the summary of the proceedings of the city council, which appears weekly in the *Official Gazette*, Washington law requires that notices of municipal elections be given by the county auditor.

D. Pursuant to section 86 of the City Charter, the city clerk shall publish every proposed or referred ordinance in each number of the *Official Gazette* issued within fifteen days before the date of the election; and shall give such other notices and do such other things relative to such election, as may be required by law.

Section 9. That section 2.02.115 of the Spokane Municipal Code is amended to read as follows:

2.02.115 Appeal of Ballot Title and Legal Challenge Regarding Legal Validity of Initiative Measure

A. Any person, including the sponsor of an initiative measure or referendum, the city council or the city administration, dissatisfied with the ballot title prepared by the city attorney may file an appeal in superior court pursuant to RCW 29A.36.090 within ten days of the filing of the ballot title with the county auditor.

B. No appeal of a ballot title or summary of the measure shall be filed by the city council unless at least five members of the city council vote to file the appeal.

C. Either ((~~T~~)) the city council ((~~and~~)) or the city administration may ((~~only~~)) initiate a legal challenge to an initiative or referendum measure as illegal, ((~~or~~)) unconstitutional or other legal grounds but only after ((~~it~~)) the city council has adopted a resolution directing the county auditor to place the measure on the ballot. No challenge shall be filed by the city council unless at least five members of the city council vote to challenge the initiative or referendum measure. Any pre- or post- election legal challenge shall comply with the current jurisprudence addressing those challenges.

Section 10. That section 2.02.130 of the Spokane Municipal Code is amended to read as follows:

2.02.130 Commencement of Referendum

A legal resident of the City of Spokane or a political committee as defined in RCW 42.17A.005(37), whose mailing address is in the City of Spokane and whose campaign manager, treasurer, or committee officer(s) is a qualified, registered elector in the City of Spokane, begins the referendum process by requesting from the city clerk the assignment of a referendum number and identifying the ordinance, or section(s) thereof, sought to be referred. If the ordinance has not yet taken effect, then the clerk assigns the measure a number and furnishes to the sponsor a copy of the ordinance. The

resident or political committee representative sponsoring the proposed measure shall provide a notarized statement with appropriate supporting documentation to the city clerk at the time the measure is filed verifying that the requirements of this section have been met.

Section 11. That section 2.02.140 of the Spokane Municipal Code is amended to read as follows:

2.02.140 Form of Referendum Petition

A. The mandatory and exclusive elements and requirements of a referendum petition are the same as for an initiative petition as set forth in SMC 2.02.060 except that:
   1. there need not be a ballot title; and
   2. the full text of the measure is the full text sheet that accompanied the ordinance when it passed the city council.

B. Every petition sheet must include the printed name and signed declaration of the signature gatherer. All petition signatures on a petition sheet that does not include the declaration statement signed by the signature gatherer shall be disregarded and not included in the tabulation for validation. The signature gatherer declaration shall be printed as follows:

I, (print name legibly) . . . . . ., swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a gross misdemeanor, such violations being punishable by fine or imprisonment or both. _____ (Signature) _____ (Date)

((~~B~~))C.Each sheet of the referendum petition must be in substantially the following form:

WARNING

((~~Under Washington State law every~~)) Every person who signs ((~~an initiative or referendum~~)) this petition with any other than his or her true name, knowingly signs more than ((~~once~~)) one of these petitions, ((~~or~~)) signs this petition when he or she is not a legal voter ((~~; or signs a petition when he or she is otherwise not qualified to sign~~)), or ((~~who~~)) makes any false statement on ((~~such~~)) this petition may be ((~~guilty of a misdemeanor~~)) punished by fine or imprisonment.

REFERENDUM PETITION TO THE SPOKANE CITY COUNCIL

REFERENDUM NO. _____

We, the undersigned citizens and legal voters of the City of Spokane, Washington, respectfully direct that (the entirety) (designated sections) of Ordinance No. _____, passed by the City Council on _____, 20____, and entitled

(title of ordinance)

a concise summary of which is printed herein, be repealed, or be submitted to the electors of the City of Spokane for their approval or rejection at the next municipal election. I understand that should this petition be sufficient and timely filed, the ordinance, or designated section(s) thereof, will be suspended from taking effect until approved by the voters.

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of the City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once.

PETITIONER'S SIGNATURE (in dark ink and as shown on the signer's voter registration)	**PRINTED NAME (legibly in dark ink)**	**((~~RESIDENCE~~)) ADDRESS WHERE REGISTERED TO VOTE (Street Address, City, State, Zip Code)**	**((~~DAYTIME PHONE (optional)~~))**	**((~~CHECK IF REGISTERED ADDRESS IS DIFFERENT~~))**
1.				
20.				

(((~~etc.~~))) (Name, street address and phone number of sponsor)

[(summary of measure)]

DECLARATION OF SIGNATURE GATHERER

I, (print name legibly) . . . . . ., swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a gross misdemeanor, such violations being punishable by fine or imprisonment or both. _____(Signature) _____(Date)

[full text of measure]

PASSED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

BRIEFING PAPER
Spokane City Council
Initiative and Referendum process amendments
March 28, 2016

Subject
This briefing paper summarizes the changes contained in the proposed amendments to the City's initiative and referendum processes.

Summary
The proposed ordinance makes the following changes to the initiative and referendum process:

- Requires verification by the measure's sponsor of compliance with the ordinance's requirements regarding qualifications to file a petition, at the time the measure is filed.

- Requires submission of contact information for signature-gathering firms used for the measure.

- Prohibits language or graphic elements on the ballot title or summary of the measure which are argumentative or are reasonably likely to create prejudice for or against the measure.

- Requires that the City Clerk provide a copy of the form of the petition sheet to the sponsor and requires that the sponsor then send to the City Clerk the petition sheet to be used in signature gathering.

- Under the proposed changes, Council can reject a proposed initiative and proposed another on the same subject for Council legislation. The Council would still process the proposed petition unless the sponsor decides to discontinue the petition based on the Council's alternative legislation.

- Signatures must be turned in in one single batch; this eliminates the option for proponents to submit multiple batches over a period of months.

- Petition signatures can only be turned in by the sponsor or the sponsor's designated representative.

- Proponents have 365 days to turn in their signatures. Signatures turned in after that deadline are not accepted and are returned to the sponsor

immediately. Sponsor must turn in signatures no later than 150 days (increased from 120 days in the prior version) before the election date.

- Provides that the elements of the petition sheet listed in the ordinance are the mandatory and exclusive elements – no other elements allowed. Any additional information or alteration of the petition signature sheets will lead to that sheet (and the signatures on it) being disregarded.

- Petition sheet also must have a signed declaration of the signature gatherer. Petition sheets without the signed declaration are disregarded. Removes phone number of signer, but adds requirement that signature be in dark ink and that the printed name be printed legibly.

- Clarifies that an initiative may not be withdrawn once the signature petitions are submitted to the City Clerk.

- Clarifies that the County Auditor merely validates signatures – that number then goes back to City Clerk for determination of whether the correct number of signatures has been provided.

- Strikes obsolete language concerning City Council determination of legal invalidity and publication thereof.

- Clarifies that a legal challenge to an initiative or referendum measure can be initiated either by the City Council or the City administration only after the City Council has adopted a resolution directing the County Auditor to place the measure on the ballot.

Agenda Sheet for City Council Meeting of: 05/02/2016		**Date Rec'd**	4/20/2016
		Clerk's File #	ORD C35384
		Renews #	
Submitting Dept	PLANNING & DEVELOPMENT	**Cross Ref #**	
Contact Name/Phone	BORIS BORISOV 625-6156	**Project #**	
Contact E-Mail	BBORISOV@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	0650 - AMENDING ORDINANCE FOR MC 17C.130.310		

Agenda Wording

An Ordinance relating to fencing standards in industrial zones; amending Spokane Municipal Code Section 17C.130.310, allowing electric fences in Light Industrial (LI) and Heavy Industrial Zones (HI) zones as set forth in Amendment File No. Z1500056CO

Summary (Background)

Electric Guard Dog LLC is seeking a Text Amendment to the Spokane City Fence code to allow business owners in Industrial zones to install electric fence security systems inside a non-electric perimeter fence. The purpose is to provide secure locations for businesses to operate and store equipment and merchandise outdoors.

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

Approvals		**Council Notifications**	
Dept Head	KEY, LISA	**Study Session**	
Division Director	KEY, LISA	**Other**	CHES 3/7/16, PED
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	RICHMAN, JAMES	fperkins@spokanecity.org	
For the Mayor	SANDERS, THERESA	lkey@spokanecity.org	
Additional Approvals		jmallahan@spokanecity.org	
Purchasing		aworlock@spokanecity.org	
		bborisov@spokanecity.org	
		tstripes@spokanecity.org	
		cbausinger@electricguarddog.com	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

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

Distribution List

mpate@electricguarddog.com	mmuramatsu@spokanecity.org
jrichman@spokanecity.org	dkokot@spokanecity.org
mpenkunis@spokanecity.org	kbecker@spokanecity.org
tpalmquist@spokanecity.org	

ORDINANCE NO. C35384

AN ORDINANCE relating to fencing standards in industrial zones; amending Spokane Municipal Code Section 17C.130.310, allowing electric fences in Light Industrial (LI) and Heavy Industrial Zones (HI) zones as set forth in Amendment File No. Z1500056COMP.

WHEREAS, Planning & Development Services received an inquiry from Electric Guard Dog LLC about local fence rules and restrictions related to installing electric fences and the text amendment process in April of 2015; and

WHEREAS, in July of 2015, Electric Guard Dog LLC submitted application Z1500056COMP for a Regulatory Code Text Change per SMC 17G.025; and

WHEREAS, the application included supporting documentation including Met Laboratories Safety Certification, International Standard Commission (IEC) 60335-2-76 Safety Requirements, Safety Report from the University of Wisconsin Madison, draft text changes, and an Environmental Checklist (SEPA); and

WHEREAS, the Plan Commission held a workshop on the proposal on August 26, 2015; and

WHEREAS, after the first Plan Commission workshop, staff worked with Current Planning, Building, Fire, Police, and Legal Departments to incorporate their feedback; and

WHEREAS, the Plan Commission held a second workshop on October 28, 2015 and recommended several changes to the draft code; and

WHEREAS, the Plan Commission held a third workshop on December 9, 2015, reviewed the updated code draft and recommended the text changes move forward to a Plan Commission Hearing; and

WHEREAS, staff requested comments on the Environmental Checklist from City Departments and outside agencies on December 30, 2015; the consultation period ended on January 19, 2016 and no adverse comments were received; and

WHEREAS, On December 30, 2015, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Spokane Municipal Code; and

WHEREAS, a State Environmental Policy Act (SEPA) Checklist and non-project DNS (Determination of Non-Significance) were issued on January 20, 2016; and

WHEREAS, the appeal period for the SEPA determination ended on February 3, 2016 at 4pm; no comments were received from agencies or departments intended to alter the DNS; and

WHEREAS, appropriate notice of the Plan Commission hearing was published in the Spokesman Review on January 27, 2016 and February 3, 2016, posted at City Hall and the Downtown Public Library and advertised via press release and the City's social media channels; and

WHEREAS, the City Plan Commission held a public hearing on February 10, 2016 for Application Z1500056COMP to obtain public comments on the proposed amendment; and

WHEREAS, after public testimony and deliberation, the Plan Commission voted to modify the proposed amendment to exclude General Commercial (GC) from zones where electric fences would be permitted; this would allow electric fences in the Light Industrial (LI) and Heavy Industrial (HI) zones only; and

WHEREAS, at the conclusion of the hearing, the Plan Commission found that the proposed amendments meet the approved criteria for text amendments to the Unified Development Code as outlined by SMC 17G.025.010(F); and

WHEREAS, the Plan Commission voted 7 to 0 to recommend approval of proposed amendments of Application Z1500056COMP as they relate to Light Industrial (LI), and Heavy Industrial (HI) zones, but not as the proposed amendments relate to General Commercial (GC) zones; and

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 findings, conclusions, and recommendations from the Planning & Development Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

Now, Therefore, The City of Spokane does ordain:

Section1. That SMC section 17C.130.310 is amended to read as follows:

Section 17C.130.310 Fences

A. Purpose

The fence standards promote the positive benefits of fences without adversely impacting the community or endangering public or vehicle safety. Fences near streets are kept low in order to allow visibility into and out of the site and to ensure visibility for motorists. Fences in any required side or rear setback are limited in height so as to not conflict with the purpose for the setback.

B. Type of Fences
The standards apply to walls, fences, and screens of all types whether open, solid, wood, metal, wire, masonry, or other material.

C. Location, Height, and Design
1. Street Setbacks.
No fence or other structure is allowed within twelve feet from the back of the curb, consistent with the required sidewalk width of SMC 17C.130.230.
a. Measured from Front Lot Line.
Fences up to three and one-half feet high are allowed in a required street setback that is measured from a front lot line.
b. Measured from a Side Lot Line.
Fences up to six feet high are allowed in required setback that is measured from a side lot line.
c. Fences shall not reduce the required setback width of SMC 17C.130.210.

2. Side or Rear Structure Setbacks.
Fences up to six feet high are allowed in required side or rear setbacks except when the side or rear setback abuts a pedestrian connection. When the side or rear setback abuts a pedestrian connection, fences are limited to three and one-half feet in height.

3. Not in Setbacks.
The height for fences that are not in required setbacks is the same as the regular height limits of the zone.

4. Sight-obscuring Fences and Walls.
Any required or non-required sight-obscuring fences, walls, and other structures over three and one-half feet high, and within fifteen feet of a street lot line shall be placed on the interior side of a L2 see-through buffer landscaping area at least five feet in depth (See chapter 17C.200 SMC, Landscaping and Screening).

D. Prohibited Fences
1. No person may erect or maintain a fence or barrier consisting of or containing barbed, razor, concertina, or similar wire except that up to three strands of barbed wire may be placed atop a lawful fence exceeding six feet in height above grade.

((~~2. No person may maintain a fence or barrier charged with electricity.~~))

((~~3.~~)) 2. A fence, wall or other structure shall not be placed within a public right-of-way without an approved covenant as provided in SMC

17G.010.160 and any such structure is subject to the height requirement for the adjoining setback.

((4.)) 3. No fence may be closer than twelve feet to the curb.

E. Electric Fences.

The construction and use of electric fences shall be allowed in the Light Industrial (LI) and Heavy Industrial (HI) zones only as provided in this section, subject to the following standards:

1. Permit.

   Prior to the installation or use of any electrified fence, the property owner or tenants of the property upon which such fencing will be installed or used shall submit a completed application for review of such fencing as a building permit review to receive approval for the fence and electrical permits for the project. The application shall include:

   a. Site plan showing the location of the protective barrier and the electrified fence on the property in relation to the property lines, walkways, existing buildings, and curb;
   b. Fence details showing both the electrified fence and protective barrier, including all gates;
   c. All supporting documentation from the electric fence manufacturer, equipment to be used, and certification of service from the monitoring provider.

2. IEC Standard 60335-2-76.

   Unless otherwise specified herein, electric fences shall be constructed or installed in a conformance with the specifications set forth in International Electro technical Commission (IEC) Standard No. 60335-2-76.

3. Electrification.

   a. The energizer for electric fences must be driven by a commercial storage battery not to exceed 12 volts DC. The storage battery is charged primarily by a solar panel. However the solar panel may be augmented by a commercial trickle charger.
   b. The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of IEC Standard No. 60335-2-76.

4. Perimeter fence or wall.

   No electric fence shall be installed or used unless it is completely surrounded by a non-electrical fence or wall that is not less than six feet tall.

   a. There shall be a space of four (4) to twelve (12) inches between the electric fence and the perimeter fence or wall.
   b. Electric fences shall be subject to the screening requirements of SMC 17C.200.070.

5. Location.
    a. Electric fences shall be permitted on any non-residential outdoor storage areas.
    b. Electric fences shall not be installed within one hundred fifty (150) feet of a property line for a residence, or from a school, or day care facility, unless the exterior perimeter non-electrified fence is covered with a solid covering (e.g. solid mesh, slats, etc.) to further prevent contact with the electric fence.

6. Height.
    Electric fences shall have a minimum height of 8 feet and a maximum of 10 feet.

7. Warning signs.
    Electric fences shall be clearly identified with warning signs that read: "Warning-Electric Fence" at intervals of not less than sixty feet.

8. Electric fence burglar alarms shall be governed and permitted under Title 10 Regulation of Activities, Chapter 10.48 False Alarms.

9. Hours of activation.
    Electric fences shall not be activated between the hours of 8am and 5pm, except:
    a. On days when the business is closed, such as weekends or holidays; or
    b. When security personnel is available on-site to deactivate the electric fence.

10. Key Box.
    a. Electric fences shall have installed a key box system in accordance with the Spokane Fire Department standards.
    b. The electric fence controller and emergency key safe for the electric fence must be located in a single accessible location for the entire fence.

11. Fire Department Registration.
    Prior to the installation or use of any electrified fence, the property owner or tenants of the property upon which such fencing will be installed or used shall submit a completed registration for such fencing to the Fire Department using forms provided by the Fire Chief.

12. Indemnification.
    All applicants issued a permit to install or use an electric fence as provided in this chapter shall agree, as a condition of permit issuance, to defend, indemnify and hold harmless the City of Spokane and its agents, officers,

consultants, independent contractors and employees from any and all claims, actions or proceedings, including but not limited to those arising out of any personal injury, including death, or property damage caused by the electric fence.

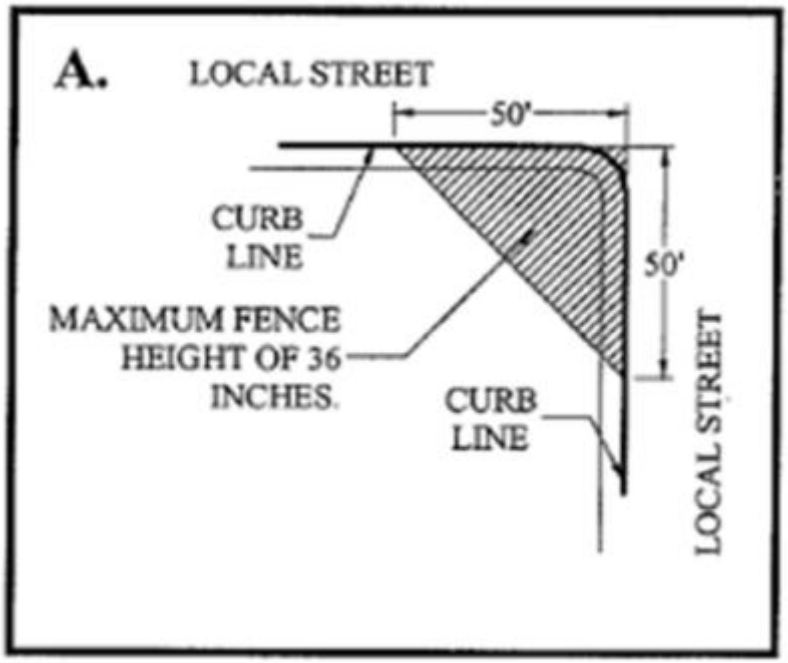
13. Emergency Access.
    In the event that access by the City of Spokane Fire Department and/or Police Department personnel to a property where a permitted electric fence has been installed and is operating, is required due to an emergency or urgent circumstances, and the Knox Box or other similar approved device referred to in this section is absent or non-functional, and an owner, manager, employee, custodian or any other person with control over the property is not present to disable the electric fence, the fire or police personnel shall be authorized to disable the electric fence in order to gain access to the property. As a condition of permit issuance, all applicants issued permits to install or use an electric fence as provided in this section shall agree in writing to waive any and all claims for damages to the electric fence against the City of Spokane and/or its personnel under such circumstances.

14. It shall be unlawful for any person to install, maintain or operate an electric fence in violation of this section.

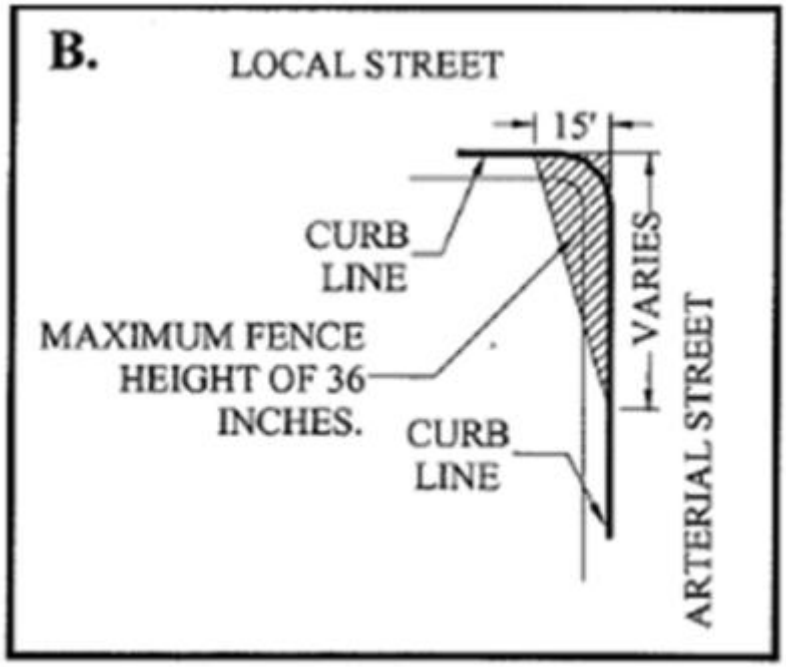
((~~E.~~)) F. Visibility at Intersections

1. A fence, wall, hedge or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.

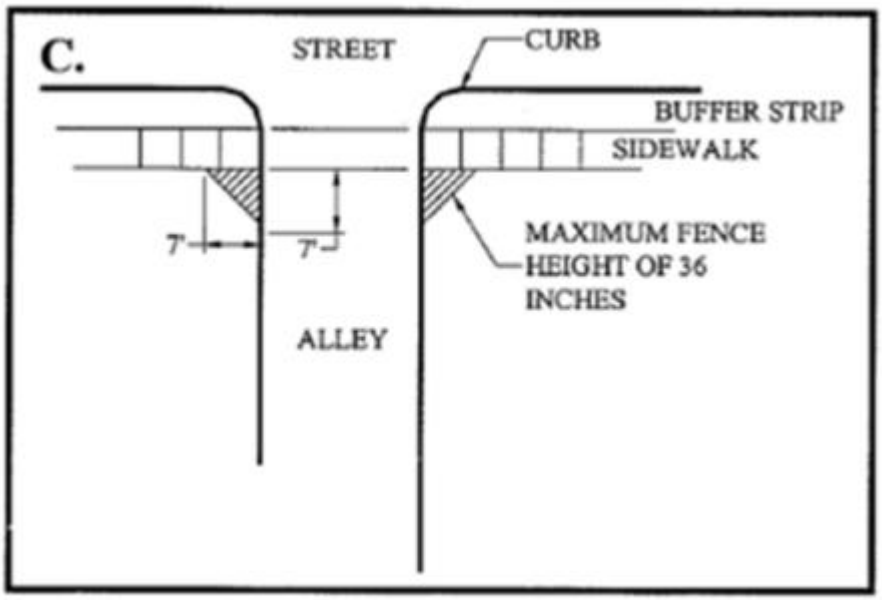
2. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, no fence exceeding a height of thirty-six inches above the curb may be inside the:
    a. right isosceles triangle having sides of fifty feet measured along the curb line of each intersecting residential street; or



b. right triangle having a fifteen-foot side measured along the curb line of the residential street and a seventy-five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty-five miles per hour, the triangle has a side along such arterial of one hundred twenty-two feet; or



c. right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:
   i. the inside line of the sidewalk; or
   ii. if there is no sidewalk, a line seven feet inside the curb line.



((~~F.~~)) G. Enclosures for Pools, Hot Tubs, or Ponds

1. A person maintaining a swimming pool, hot tub, pond, or other impoundment of water exceeding five thousand gallons and eighteen inches or more in depth and located on private property is required to construct and maintain an approved fence by which the pool or other water feature is enclosed and inaccessible by small children.
2. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building or other structure approved by the building services department.
3. If the enclosure is a woven wire fence, it is required to be built to discourage climbing.
4. No opening, except a door or gate may exceed four inches in any dimension.
5. Any door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be at least fifty-four inches above the ground.

((~~G.~~)) H. Reference to Other Standards

Building permits are required by the building services department for all fences including the replacement of existing fences. A permit is not required to repair an existing fence.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 05/02/2016		**Date Rec'd**	4/20/2016
		Clerk's File #	ORD C35385
		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	Special Considerations	**Requisition #**	
Agenda Item Name	5900 - PARKING ORDINANCE		

Agenda Wording

An Ordinance relating to Rules of the Road; amending SMC sections 16A.61.381, 16A.61.561, 16A.61.563, 16A.61.567, 16A.61.570, 16A.61.5701, 16A.61.5702, 16A.61.5703, 16A.61.5705, 16A.61.5904,16A.61.5906, 16A.61.5910, and 16A.61.790 of the Spokane Municipal Code.

Summary (Background)

Parking Services regularly reviews the parking ordinance section of the municipal code and proposes routine updates and or clarifications that are not substantive in nature but provide clarity and reduce confusion. The proposed changes reflect changes in the State disabled parking laws and provide several points of clarification in the City of Spokane parking ordinance language.

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

Approvals		**Council Notifications**	
Dept Head	LUKAS, ED	**Study Session**	
Division Director	TWOHIG, KYLE	**Other**	PED 4/18/16
Finance	KECK, KATHLEEN	**Distribution List**	
Legal	DALTON, PAT	fperkins@spokanecity.org	
For the Mayor	SANDERS, THERESA	dsteele@spokanecity.org	
Additional Approvals		rlukas@spokanecity.org	
Purchasing		korlob@spokanecity.org	

BRIEFING PAPER

Asset Management Group

Monday April 18, 2016

Subject:

Update of SMC, Rules of the Road, 16A to reflect divisional reorganization of parking services and to provide clarification on several violation headings.

Background:

The parking services group was formerly under the Streets Department. It is now part of the Neighborhood and Business Services Division. Many areas of the parking ordinance section of the Municipal Code refer to approval by the Streets Director, which should be updated to the Parking Services Manager. Staff has performed a review of the Section 16A.61 in its entirety to address several areas of ambiguity. The following suggestions have been made:

Add Section 16A.61.567C. Previously, violations for expired registration tabs and improper display of tabs were written under the same heading, 16A.61.567B. The addition of 16A.61.567C creates a separate heading for improper display that is not clearly indicated in 16A.61.567B.

Add Section 16A.61.570A1(j). Based on requests for better tracking of citations issued to vehicles parked in the bicycle lanes by the Bicycle Advisory Board, this section provides a heading specific to bicycle lanes that was not previously available.

Add Section 16A.61.590(D) to reflect new violation provided by 2015 updates to RCW 46.19.050 for improper display of disabled placard.

Modify Section 16A.61.5705B. Upon City Council approving ORD C35279 in September, 2015, a new penalty for was established for violation of taxi zones, affecting the fines for Section 16A.61.5706B, which currently includes both bus stop and taxi zones. In order to appropriately fine each violation, the heading needs to be split into 16A.61.5706B(1) for bus stops and 16A.61.5706B(2) for taxi zones.

Modify Section 16A.61.5904. Update to Multi-space parking meter payment options to include verbiage for both pay by space and pay by plate.

Modify Section 08.02.083E(2). Clarification of the verbiage to indicate that an additional penalty for failure to respond to a notice of both traffic and parking violations is twenty-five dollars. This penalty has been routinely assessed to both traffic and parking violations, but the present verbiage only indicates traffic violations.

Impacts:

The requested changes are not substantive and do not change the intent of the specific parking sections but provide clarification and remove ambiguity.

Action:

Approval of the ordinance revisions.

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

ORDINANCE NO. C35385

AN ORDINANCE relating to Rules of the Road; amending SMC sections 8.02.083, 16A.61.381, 16A.61.567, 16A.61.570, 16A.61.5705, 16A.61.5904, and 16A.61.790 to Chapters 08.02 and 16A.61 of the Spokane Municipal Code.

Section 1. That SMC section 08.02.083 is amended to read as follows:

8.02.083 Fees and Charges

A. Commercial Loading Zones.
The fee for a permit and identifying decal authorizing a commercial vehicle to occupy a loading zone is:

1. one hundred dollars per year,

2. fifty dollars for the rest of the year when issued after June 30th,

3. fifteen dollars for a single occasion permit,

4. fifteen dollars for a transfer.

B. Special Loading Zones.
A special loading zone is a temporary loading zone created by placement of an authorized parking meter bag. Special loading zones are reserved only for vehicles being used for the purpose for which the parking meter bag has been issued. The rates for parking meter bags, in addition to a twenty-five dollar returnable bag deposit, are:

1. Commercial.

   a. Quarterly: Three hundred fifty dollars per bag.

   b. Monthly: One hundred twenty-five dollars per bag.

   c. Daily: Fifteen dollars per bag.

2. News Media – Annually.
   One thousand dollars for the first bag and five hundred dollars for each additional bag.

3. Charitable Nonprofit – Annually.
   Sixty dollars per month per bag, with a maximum of two bags.

C. Removal of Parking Meters.
The fee charged a contractor for removal and reinstallation of a parking meter to accommodate construction work is sixty dollars.

D. Parking Meters.

1. The fee for parking in a metered space depends upon the time limit and location. The fees are indicated on the meters. The fees for parking in a metered space are:

    a. Thirty-minute space: Sixty cents per thirty minutes.

    b. Two-hour space: One dollar twenty cents per hour.

    c. Four-hour space: Eighty cents per hour.

    d. All day space: Forty cents per hour.

2. The coin or combinations of coins accepted by the meter will be indicated by a sign or legend for each space. Coins of denominations greater than the fee for the space may be accepted for the convenience of the motorist.

E. Motor Vehicle Violations.

1. The penalties for traffic infractions are provided by schedules adopted by court rule, or as specifically provided in Title 16A SMC or state statute.

2. Unless otherwise provided, the basic penalties for parking infractions are:

    a. two hundred fifty dollars for disabled parking violations (SMC 16A.61.381);

    b. ten dollars for parking at a meter beyond the maximum time provided for that metered space (feeding meter) (SMC 16A.61.5914);

    c. fifteen dollars for expired meter parking (SMC 16A.61.5910);

    d. one hundred dollars for parking at a space reserved with a parking meter bag within the entertainment parking district [Cross reference: SMC 16A.61.5903];

    e. two hundred-fifty dollars for parking in a taxicab stand as described in SMC 16A.61.5705;

f. Violation of bag use: Meter bag applicants and users must limit the use of bags to the purpose for which the bag is issued. Violation of proper parking meter bag use shall result in the bag being removed from the meter, cancellation of the permit, and forfeiture of the bag deposit as provided in SMC 16A.61.5703(H). No meter bags may be issued to an applicant or user who has not paid all fees and fines or is otherwise in violation of conditions of bag use. Additional penalties will be assessed on repeat offenders within the same calendar year as follows:

i. Second violation: Fifty dollars.

ii. Third violation: One hundred dollars.

iii. Fourth and additional violations: Two hundred dollars per violation.

g. thirty dollars for all others.

3. The additional penalty for failure to respond to a notice of traffic violation or parking infraction is twenty-five dollars.

4. There are, in addition, penalty assessments provided by state law.

F. Towing and Impound.
Towing, storage, and related fees and charges by registered disposers are prominently posted on the disposers' premises but are not directly regulated by the City. Some rates may be fixed by contract.

G. Criminal Violations.
The penalties for criminal traffic violations are as provided in the state traffic code.

H. Accident Reports.
The fee for furnishing copies of accident reports required by chapter 46.52 RCW is as fixed from time to time by the mayor as provided in SMC 8.02.011.

I. Junk Vehicle Affidavit.
The fee for furnishing a junk vehicle affidavit (hulk slip) is ten dollars.

J. Motorist Information Signs.
The fees for follow-through signs from the freeway to the motorist service business are:

1. Fifty dollars as the application processing fee.

2. One hundred dollars as the installation fee for each sign installed.

3. Actual cost for purchasing the signs from the Washington department of transportation.

4. Actual cost for maintenance, repairs, and replacement; and

5. Fifteen dollars as an assignment fee to transfer the permit to a new owner or operator.

K. Golf Cart Registration Decal.
The fee for an annual golf cart registration decal is fifty dollars.

L. Scofflaw List Administrative Fee.
The fee for vehicles added to the scofflaw list is twenty five dollars.

M. Immobilization Administrative Fee.
The fee for immobilizing a vehicle is fifty dollars.

N. Residential Parking Passes.
The fee for a residential parking permit is twenty five dollars per month.

Section 2. That SMC section 16A.61.381 is amended to read as follows:

16A.61.381 Special Parking for Persons with Disabilities

A. Any unauthorized use of the special placard, special license plate issued under RCW 46.18.235 or RCW 46.19.010, or identification card is a parking infraction. In addition to any penalty or fine imposed under this subsection, two hundred dollars shall be assessed.

B. It is a parking infraction for a person to park in, block, or otherwise make inaccessible the access aisle located next to a space reserved for persons with physical disabilities or the space itself. In addition to any penalty or fine imposed under this subsection, two hundred dollars shall be assessed. The clerk of the court shall report all violations related to this subsection to the Washington State department of motor vehicles.

C. It is a parking infraction for any person to park a vehicle in a parking place provided on private property without charge or on public property reserved for persons with physical disabilities without a placard or special license plate issued under RCW 46.18.235 or RCW 46.19.010. In addition to any penalty or fine imposed under this subsection, two hundred dollars shall be assessed. If a person is charged with a violation, the person shall not be determined to have committed an infraction if the person produces in court or before the court appearance the placard or special license plate issued under RCW 46.18.235 or RCW 46.19.010 required under this section. The time limit for non-metered on-

street parking places reserved for physically disabled persons is four hours for qualified vehicles unless a longer time would otherwise apply for the use of these parking places. The time limit for the use of non-reserved, on-street parking spaces by vehicles displaying the special parking placards is four hours unless a longer time would otherwise apply. All time restrictions applicable under this subsection must be clearly posted.

D. It is a parking infraction, with monetary penalty of two hundred fifty dollars, to fail to fully display a placard or special license plate issued under this chapter while parked in a public place on private property without charge, while parked on public property reserved for persons with physical disabilities, or while parking free of charge as allowed under RCW 46.61.582. In addition to any penalty or fine imposed under this subsection, two hundred dollars must be assessed, for a total of four hundred fifty dollars. For the purpose of this subsection, "fully display" means hanging or placing the placard or special license plate so that the full face of the placard or license plate is visible, including the serial number and expiration date of the license plate or placard. If a person is charged with a violation of this subsection, that person will not be determined to have committed an infraction if the person produces in court or before the court appearance a valid identification card issued to that person under RCW 46.19.010.

((~~D.~~))E. Allocation of Assessments and Fines.

1. The assessment imposed under subsections (A), (B), ((~~and~~))(C), and (D) of this section shall be allocated as follows:

    a. One hundred dollars shall be deposited in the accessible communities account created in RCW 50.40.071; and

    b. One hundred dollars shall be deposited in the multimodal transportation account under RCW 47.66.070 for the sole purpose of supplementing a grant program for special needs transportation provided by transit agencies and nonprofit providers of transportation that is administered by the department of transportation.

2. Any reduction in any penalty or fine and assessment imposed under subsections (A), (B), ((~~and~~))(C), and (D) of this section shall be applied proportionally between the penalty or fine and the assessment. When a reduced penalty is imposed under subsection (A), (B), ((~~and~~))(C), and (D) of this section, the amount deposited in the accounts identified in this subsection shall be reduced equally and proportionally.

3. The penalty or fine amounts imposed under subsections (A), (B), ((~~and~~)) (C), and (D) of this section shall be used by the City exclusively for law enforcement. The court may also impose an additional penalty sufficient to

reimburse the City for any costs it may have incurred in removal and storage of the improperly parked vehicle.

((~~E.~~))F. It is a traffic infraction for any person willfully to obtain a special license plate issued under RCW 46.19.010 or RCW 46.18. 235 placard, or identification card in a manner other than that established under RCW 46.18.235.

((~~F.~~))G. For second or subsequent violations of this section, in addition to a monetary fine, the violator must complete a minimum of forty hours of:

1. community restitution for a nonprofit organization that serves persons with disabilities or disabling diseases; or

2. any other community restitution that may sensitize the violator to the needs and obstacles faced by persons who have disabilities.

((~~G.~~))H. The court may not suspend more than one-half of any fine imposed under subsections (A), (B), (C), (D), ((~~and (C)~~)), or (E) of this section.

~~H.~~ I. A violation of this section is a class 1 infraction under SMC 1.02.950.

Section 3. That SMC section 16A.61.567 is amended to read as follows:

16A.61.567 Parking in Alley Regulated

A. No person shall stand or park a vehicle upon any roadway for the purpose of displaying it for sale or for advertising purposes, or for lubricating or repairing the vehicle, except repairs necessitated by emergency.

B. No person may park a vehicle displaying vehicle registration tabs which have been expired for more than forty-five days upon any public street. Violation may result in immediate impound pursuant to RCW 46.55.240.

C. No person may park a vehicle with registration tabs improperly displayed upon any public street. Proper display of tabs is pursuant to WAC 308-96A-295, where tabs depicting the current registration expiration month and year must be displayed on the rear vehicle license plate in the area designated on the license plate.

Section 4. That SMC section 16A.61.570 is amended to read as follows:

16A.61.570 Stopping, Standing, or Parking Prohibited in Specified Places – Reserving Portion of Highway Prohibited

A. Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall:

1. stop, stand, or park a vehicle partly or completely:

    a. on the roadway side of any vehicle stopped or parked at the edge or curb of a street;

    b. on a sidewalk, street planting strip, or pedestrian strip, as defined in SMC 12.01.0804;

    c. within an intersection;

    d. on a crosswalk;

    e. between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless official signs or markings indicate a different no-parking area opposite the ends of a safety zone;

    f. alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;

    g. upon any bridge or other elevated structure upon a highway or within a highway tunnel;

    h. on any railroad tracks;

    i. in the area between roadways of a divided highway including crossovers; or

    j. at any place where official signs prohibit stopping, standing, or parking in violation of the restrictions of said sign.

    <u>k. in a bicycle lane that has been indicated by signage or striping.</u>

2. stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:

    a. in front of a public or private driveway, public alley, or within five feet of the end of the curb radius leading thereto;

    b. within fifteen feet of a fire hydrant;

    c. within twenty feet of a crosswalk;

    d. within thirty feet upon the approach to any flashing signal, stop sign, yield sign, or traffic control signal located at the side of a roadway;

    e. within twenty feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station, within seventy-five feet of the entrance when properly signposted;

f. at any place where official signs prohibit standing or parking in violation of the restrictions of said signs; or

g. in a no-parking area at Spokane International Airport as designated by the airport board.

3. park a vehicle, whether occupied or not, except momentarily for the purpose of and while actually engaged in loading or unloading property or passengers:

a. within fifty feet of the nearest rail of a railroad crossing, or
b. at any place where official signs prohibit or limit parking in violation of the restrictions of said sign.

B. Parking or standing shall be permitted in the manner provided by law at all other places, except a time limit may be imposed or parking restricted at other places, but any limitation and restriction shall be by City ordinance or County resolution or order of the secretary of transportation upon highways under their respective jurisdictions.

C. No person shall move a vehicle not lawfully under his control into any prohibited area or away from a curb a distance that is unlawful.

D. It shall be unlawful for any person to reserve or attempt to reserve any portion of a highway for the purpose of stopping, standing or parking to the exclusion of any other like person, nor shall any person be granted this right.

E. Violation of SMC 16A.61.570(A)(1) or (2) may result in immediate impound if the vehicle impedes safe passage or poses a threat to public safety.

F. Violation of SMC 16A.61.570(A)(2)(f) with tow away signage posted may result in immediate impound.

Section 5. That SMC section 16A.61.5705 is amended to read as follows:

16A.61.5705 Taxicabs and Buses to Park Only in Designated Stands – Rights of Other Vehicles in Zones

A. The driver of a bus or taxicab shall not stand or park upon any public street or highway in the congested district at any place other than at a bus stop or taxicab stand, respectively, except that this provision shall not prevent the driver of any vehicle from temporarily stopping in accordance with other stopping or parking regulations at any place for the purpose of, and while actually engaged in, loading or unloading passengers.

((~~B. No person shall stop, stand, or park a vehicle other than a bus in a bus stop, or other than a taxicab in a taxicab stand, when any such stop or stand has been officially designated and appropriately signed by the street director.~~))

B. No person shall stop, stand, or park a vehicle when any such stop or stand has been officially designated and appropriately signed by the parking services manager. Vehicles found to be in violation will be subject to citation and fine pursuant to Section 08.02.083E.
1) other than a bus in a bus stop, or
2) other than a taxi cab in a taxicab stand

C. The driver of a taxicab may park in a metered parking space if the meter is paid and then for a period not to exceed the designated time allotment on the meter.

Section 6. That SMC section 16A.61.5904 is amended to read as follows:

16A.61.5904 Installation of Parking Meters

The parking services manager, subject to the approval of the mayor, is hereby authorized and directed to install or place parking meters in parking meter locations designated by the parking services manager. Parking meters shall be placed near the curb, buildings, or alongside of or next to parking places designated pursuant to SMC 16A.61.5906.

A. Each single space parking meter shall be installed and set to display an indication of legal parking duration upon deposit therein of a credit card, the proper coin or coins of the United States or Canada, or payment by phone, and upon putting the meter in operation, as indicated by instructions on the meter. At expiration of the parking period purchased by the coin(s), a change in indication shall indicate expiration of parking period, parking beyond the time paid for is an expired meter violation.

((~~B. Multi-space parking meter – Pay by Space.~~
~~The City may install a multi-space parking meter, where a parking customer must register a paid parking session by either entering into a meter or authorized pay by phone parking account the parking space number shown on the parking space number sign found next to or adjacent to the parking space. The vehicle operator may choose to receive a parking receipt that shall indicate the time of expiration. Failure to pay for a numbered space or parking beyond the time paid for at a numbered space is an expired meter violation.~~))

B. Multi-space parking meter – Pay by Space.
The City may install multi-space parking meters, where a parking customer must register a paid parking session by either entering into the multi-space meter the license plate number of the parked vehicle or the parking space number shown on the parking space number sign found at or adjacent to the parking space. The vehicle operator may choose to receive a parking receipt that shall indicate the time of expiration. Failure to enter and pay for a valid vehicle license plate number or a space number or parking beyond the time paid for at a numbered space is an expired meter violation.

B. Multi-space parking meter – Pay and Display.
The City may install multi-space parking meters, where the vehicle operator purchases a parking coupon that shows the amount of time purchased and the time of expiration. The parking coupon must be affixed and displayed upon purchase as indicated by instructions on the meter or coupon. Failure to purchase a coupon, display it as required or parking beyond the time indicated on the coupon is an expired meter violation.

Section 7. That SMC section 16A.61.790 is amended to read as follows:

16A.61.790 Vehicle Immobilization and Impoundment

A. Creation of Scofflaw List.
As frequently as practicable, parking services, working in conjunction with Spokane Municipal Court and the City's contracted collection agency, shall prepare, maintain and update ((~~the~~)) a scofflaw list consisting of all vehicles involved in four or such greater number of parking tickets unpaid more than forty five days after their issuance.((~~that the parking services manager shall determine is efficient to include on the scofflaw list~~)).

B. Civil Penalties to Cover Administrative Costs.
There is imposed upon the owner of every vehicle on the scofflaw list a civil penalty of the amount specified in SMC 8.02.083 to cover costs of administering the scofflaw list. There is also imposed upon the owner of every vehicle on the scofflaw list that is immobilized or impounded hereunder a civil penalty of the amount specified in SMC 8.02.083 to cover the additional administrative costs of immobilization and/or impoundment.

C. Notice.

1. ((~~Parking services~~)) The City's contracted collection agency shall give notice by first class mail to the last known registered owner of the vehicle, as disclosed by the vehicle license number and as provided by the Washington state department of licensing or equivalent vehicle licensing agency of the state in which the vehicle is registered for each vehicle on the scofflaw list, stating that the vehicle is on the scofflaw list; and

    a. the date and the nature of each ticket overdue and the amount due on each;

    b. that a scofflaw list fee in the amount specified in subsection B of this section has been imposed to cover administrative costs;

    c. the total amount currently due;

    d. a specific deadline for response, no less than ten days after the date of mailing;

e. that the owner shall, by said deadline, respond to the notice. Response shall be by paying the total amount due, scheduling a hearing with the Spokane Municipal Court, or by arranging a payment schedule with the City's contracted collection agency for payment of the total amount due; and

f. that if the vehicle owner fails to respond within the prescribed time period, the listed vehicle will be subject to immediate immobilization or impoundment pursuant to the procedures in SMC 16A.61.790(D) Immobilization and SMC 16A.61.790(E) Impoundment, payment of the civil penalties imposed under subsection in SMC 8.02.083 and payment of the costs of immobilization, towing and storage.

2. The notice required by this subsection is sufficient if mailed to the address provided by the Washington state department of licensing; provided, however, that if ((~~parking services~~)) the City's contracted collection agency, after exercising due diligence, to discover any mailing address, then notice is sufficient if it is posted on the vehicle, or personally served on the vehicle owner or driver, or provided by any other means reasonably calculated to provides notice to vehicle owner or driver.

3. If the vehicle owner or an agent of the owner pays the fines and fees, including the amount(s) specified in SMC 8.02.083, and all towing and storage charges, if any, schedules a hearing with the Spokane Municipal Court, or arranges a payment plan through the City's contracted collection agency, parking services shall remove the vehicle from the scofflaw list. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent appears to pay or sets a hearing with the Spokane Municipal Court, such subsequent tickets shall also be paid or bond shall be posted therefore before the vehicle is removed from the scofflaw list.

4. The owner of a vehicle that is subject to the procedures of this section and in SMC 16A.61.790(D) Immobilization and SMC 16A.61.790(E) Impoundment, is entitled to a hearing in the Spokane municipal court pursuant to RCW 46.55.120 (2)(b) to contest the validity of the immobilization, impoundment or the amount of towing and storage charges. Any request for a hearing and the resolution thereof shall be as set forth in RCW 46.55.120 (3), which are hereby adopted by reference as now exist or hereafter may be amended.

5. Failure to appear for a scheduled hearing or to remain current and in good standing on any arranged payment plan with the City's contracted collection agency, will result in the vehicle returning to the scofflaw list and being eligible for immediate immobilization.

D. Immobilization.

1. If the owner of a vehicle to whom notice has been sent pursuant to SMC 16A.61.790(C) fails to respond to the notice within the deadline therein specified by paying all fines, fees, towing, storage and administrative charges then due, including but not limited to the amount(s) specified in SMC 8.02.083, or posting a bond to cover such fines, fees and charges such that the vehicle can be removed from the scofflaw list under SMC 16A.61.790(C), then, at the discretion of a limited commissioned or commissioned City officer, the vehicle may be immobilized by installing on the vehicle a device known as a "boot," which clamps and locks on to a wheel of the vehicle and impedes movement of the vehicle.

2. The person installing the boot shall leave under the windshield wiper or otherwise attach to such vehicle a notice advising the owner that:

    a. the vehicle has been immobilized by the City of Spokane for failure to pay four or more uncontested parking tickets within forty five days of their issuance,

    b. that release of the boot may be obtained by paying the fines, fees and civil penalties due,

    c. that unless such payments are made within two business days of the date of the notice, the vehicle will be impounded, and

    d. that it is unlawful for any person to remove or attempt to remove the boot, to damage the boot, or to move the vehicle with the boot attached.

3. No parking restriction otherwise applicable to the vehicle applies while the vehicle is immobilized by a boot installed under the provisions of this section.

4. Before the vehicle may be released from immobilization, the vehicle owner or an agent of the owner shall:

    a. pay all fines and fees then due, including but not limited to the amounts specified in SMC 8.02.083; or

    b. post a bond to cover such fines, fees, and charges, or

    c. arrange any combination of payment and bond to cover the total due.

Upon such payment, the vehicle shall be removed from the scofflaw list, and a limited commissioned parking services officer shall promptly remove the boot from the vehicle. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, the subsequent tickets shall also be paid before the vehicle may be removed from the scofflaw list or released from immobilization.

E. Impoundment.

1. At the discretion of a limited commissioned or commissioned City officer, the following vehicles may be impounded:

    a. A vehicle that was involved in eight or more parking tickets that are unpaid forty five or more days after the date of their issuance, where the registered owner of the vehicle was sent a notice pursuant to SMC 16A.61.790(C) and the owner fails to respond to the notice within the deadline therein specified by paying all fines, fees, towing, storage and administrative charges or posting a bond to cover such fines, fees and charges such that the vehicle can be removed from the scofflaw list under SMC 16A.61.790(C); or

    b. A vehicle that was immobilized pursuant to SMC 16A.61.790(D) and the vehicle's owner failed to pay all fines, fees, and administrative charges or post a bond to cover such fines, fees and charges within two business days of the date the vehicle was immobilized such that the vehicle can be removed from the scofflaw list under SMC 16A.61.790(C); or

    c. As otherwise authorized by the model traffic code as adopted by reference in SMC 16A.02.010.

2. Limited commissioned City officers, as applicable, shall use the uniform impound authorization and inventory form provided for by administrative rule by the Washington state patrol pursuant to RCW 46.55.075.

3. If a vehicle has been impounded pursuant to SMC 16A.61.790(E), before the vehicle may be released from impound, the vehicle owner or an agent of the owner shall pay all fines and fees then owing, including but not limited to the amounts specified in SMC 8.02.083; and all towing and vehicle storage charges. Upon such payment, the vehicle shall be removed from the scofflaw list. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, such subsequent tickets shall also be paid before the vehicle may be removed from the scofflaw list or released from impoundment.

PASSED BY THE CITY COUNCIL ON _____, 2016.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date